

## DECISION

## Case 1210

Re ALLEN JENKINS

Claimant is a Canadian. He was second engineer on the ss. *Fort William*, 2,187 tons, which was sunk by a mine two miles south from Dover Pier, English Channel, February 27, 1916.

He is entitled to solatium or torpedo money and an allowance for personal effects.

Adapting the British Admiralty Scale, I would allow claimant \$550.00, together with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

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

JAMES FRIEL,

Commissioner.

November 15, 1927.

## CLASS E

## THE LATE COMMISSIONER PUGSLEY'S DECISIONS APPROVED BY COMMISSIONER FRIEL

## MERCHANDISE LOSSES INCURRED BY CANADIAN MERCANTILE FIRMS

Case No.	Claimant	How Loss occasioned, by Loss of Vessel or otherwise stated	Amount Claimed		Decision	
			\$	cts.	\$	cts.
1211	Adams, Harry W. ....	"Stephano", 8/10/16.....	2,883	88	2,883	88
1212	Barber-Ellis, Ltd. ....	Seizure of merchandise at Antwerp....	330	09	330	09
1213	W. R. Brock Co., Ltd. ....	"Manchester Commerce", 27/10/14....	22,590	19	22,590	19
1214	The Carswell Co., Ltd. ....	"Medora", 2/5/18.....	502	95	502	95
1215	Continental Costume Co., Ltd. ....	"Lake Michigan", 16/4/18; "Hesperian", 4/9/15; "Medora", 2/5/18..	3,007	00	3,007	00
1216	E. B. Crompton & Co. ....	"Hesperian", 4/9/15.....	820	30	820	30
1217	Crompton Corset Co. ....	"Manchester Commerce", 27/10/14....	933	10	933	10
1218	Crown Tailoring Co., Ltd. ....	"Hesperian", 4/9/15.....	748	56	748	56
1219	Dominion Express Co., Ltd. ....	"Lake Michigan" and "Medora".....	3,528	21	3,528	21
1220	Halliday, F. G. Ltd. ....	"Englishman", 24/5/16.....	1,208	50	900	00
1221	Ideal Clothing Co., Ltd. ....	"Hesperian", 4/9/15.....	107	14	107	14
1222	Ladies Wear, Ltd. ....	"Hesperian", 4/9/15; "Lake Michigan", 16/4/18; "Medora", 2/5/18..	0,237	97	2,760	11
1223	Massey Harris Co., Ltd. ....	Seizure of merchandise at Antwerp....	28,577	72	25,274	89
1224	Samuel May & Co. ....	"Milwaukee", Sept., 1918.....	1,195	18	1,195	18
1225	F. W. Woolworth Co., Ltd. ....	"Hesperian", 4/9/15.....	3,086	78	3,086	78
1226	Wreyford & Co. ....	"Hesperian", 4/9/15; "Medora", 2/5/18; "Lake Michigan", 16/4/18..	935	96	Plus 15% 1,133	84
1227	Boeckh Co., Ltd. ....	Seizure of merchandise.....	512	48	Dismissed. Did not appear.	
1228	Canada Cloak Co., Ltd. ....	Merchandise lost at sea.....	0,969	59	Dismissed. Covered by insurance.	
1229	Hambly & Wilson.....	Loss of merchandise. No declaration.	1,908	80	Dismissed. Did not appear.	
1230	Geo. M. Hendry Co., Ltd. ....	Merchandise delayed, also salary and expenses.	1,333	22	No proof. Dismissed. Indirect damage.	
1231	Western Electric Co., Ltd. ....	Business losses in Belgium.....	Not stated.		Withdrawn.	

## COMMISSIONER FRIEL'S DECISIONS

## MERCHANDISE LOSSES INCURRED BY CANADIAN MERCANTILE FIRMS—Con.

Case No.	Claimant	How Loss occasioned, by Loss of Vessel or otherwise stated	Amount Claimed		Decision
			\$	cts.	
1232	Hayes & Lailey.....	"Hesperian", 4, 9/15; "Sea Gull", 17/3/18; "Medora", 2/5/18.	0,805	00	Dismissed. Covered by insurance. Dismissed. Not pressed. No evidence submitted.
1233	The Hamilton Distillery Co., Ltd.	"Cymric", 8/5/10.....	79,000	00	
1234	W. S. Loggie Co., Ltd.....	"Sibens", June, 1917, merchandise....	2,680	00	Dismissed. Act of Allies not enemy action.
1235	Morrison Steel & Wire Co., Ltd.	Merchandise on the "Andalusia", an interned German vessel.	28,000	00	
1236	Avon Hosiery Co., Ltd.....	"Hesperian", 4/9/15.....	455	01	569 08
1237	Howard Bligh & Son, Ltd.	"Stephano".....	2,003	80	2,003 80
1238	Coles, Wm. G.....	"Jonachim Mumbro".....	825	00	275 00
		"Cacique".....	275	00	220 00
		"Alberto Treceves".....	1,080	00	880 00
1239	Canada Furniture Mfrs. Ltd.	"Hesperian", 4/9/15.....	172	52	172 52
1240	Robert Fair & Co., Ltd.....	"Carthaginian", 14/6/17.....	194	23	194 23
1241	Firth Bros., Ltd.....	"Hesperian", 4/9/15.....	584	18	730 23
1242	W. H. Gillard & Co.....	"Ionaina", 2/12/17.....	3,725	75	3,725 75
1243	Glassford Bros., Ltd.....	Merchandise seized in transit.....	30	34	30 34
1244	Harvey Knitting Co.....	"Hesperian", 4/9/15.....	670	27	670 27
1245	Johnson & Barbour.....	"Manchester Commerce", Oct. 27/14.....	663	39	820 61
1246	Jodoin, Albert.....	"Louisiana", 20/4/17.....	707	73	533 87
1247	Lang Shirt Co., Ltd.....	"Hesperian", 4/9/15; "Carthaginian", 14/1/17.	615	97	760 07
1248	Lavut, Manesha.....	"Caria", 6/11/15.....	100	00	100 00
1249	Mickleborough-Muldrew & Co.	"Hesperian", Sept. 4/15; "Lake Michigan", April 16/18; "Medora", May 2, 1918.	111,038	08	0,272 79
1250	Maritime Dental Supply Co., Ltd.	"Stephano", Oct. 8/16.....	127	00	127 00
1251	W. & C. H. Mitchell, Ltd.	"Stephano", Oct. 8/1916.....	3,786	39	3,786 39
1252	Moore, Mrs. Annie.....	"Hesperian", Sept. 4/15.....	91	90	91 90
1253	Nisbet & Auld, Ltd.....	"Hesperian", Sept. 4/15; "Medora", May 2/18; "Lake Michigan", April 16/18.	39,679	73	0,647 74
1254	Porter & Co.....	"Manchester Commerce", Oct. 27/14.....	2,126	46	2,126 46
1255	G. B. Ryan & Co.....	"Hesperian", Sept. 4/15.....	286	88	368 60
1256	Stiekney, G. Harold.....	"Durango", Aug. 26/17.....	203	48	250 00
1257	Tooke Bros., Ltd.....	"Manchester Commerce", Oct. 27/14.....	887	34	887 34
1258	Thernton & Douglas, Ltd.	"Hesperian", Sept. 4/15; "Lake Michigan", April 16/18; "Medora", May 2/18.	3,238	89	3,216 72
1259	Women's General Patriotic League.	"Annapolis", April 10/17.....	135	00	135 00
1260	Winnipeg Church Goods Co., Ltd.	"Medora", May 2/18.....	1,815	80	281 79
1261	E. F. Walter & Co., Regd. Ltd.	"Manchester Commerce", Oct. 27/14.....	766	55	766 55
1262	MacLean, Benn & Nelson, Ltd.	"Manchester Commerce", Oct. 27/14.....	270	89	270 89
1263	Lewis Bros.....	"Hesperian", Sept. 4/15.....	875	05	875 05
1264	Heiligg, Joseph & Co., Ltd.	"Lake Michigan", April 16/18.....	12,348	44	11,833 87
1265	P. P. Martin & Co., Ltd.....	"Manchester Commerce", Oct. 27/14.....	23,531	45	551 89
1266	W. R. Brock Co., Ltd.....	"Manchester Commerce", Oct. 27/14.....	5,088	83	4,377 27
1267	Cassidy's Ltd.....	"Manchester Commerce", Oct. 27/14.....	1,054	34	840 80
1268	H. Dobell & Co., Ltd.....	"Manchester Commerce", Oct. 27/14.....	540	50	540 50
1269	Fashion Craft Mfrs. Co., Ltd.	"Hesperian", Sept. 4/15; "Lake Michigan", April 16/18; "Medora", May 2/18.	10,175	73	1,013 26
1269A	Thorburn & Abbott.....	"Hesperian", Sept. 4/15.....	82	18	Dismissed for lack of proof.
1270	Henry Morgan & Co., Ltd.	Merchandise on 5 vessels.....	5,205	13	
1271	Normandia & Turcotte, Ltd.	"Hesperian", Sept. 4/15.....	696	02	418 27
1272	Saxe Clothing Co., Ltd.....	"Hesperian", Sept. 4/15.....	1,491	45	1,491 45
1273	Society Brand Clothes, Ltd.	"Medora", May 2/18.....	1,252	84	1,252 84
1274	The Thomas Co., Ltd.....	"Manchester Commerce", Oct. 27/14.....	841	85	741 00

## COMMISSIONER FRIEL'S DECISIONS

MERCHANDISE LOSSES INCURRED BY CANADIAN MERCANTILE FIRMS—*Con.*

Case No.	Claimant	How Loss occasioned, by Loss of Vessel or otherwise stated	Amount Claimed		Decision	
			\$	cts.	\$	cts.
1275	Webster & Sons, Ltd.....	"Indrani," June 27/15.....	1,918	15	1,918	15
1270	T. Eaton Co., Ltd.....	Merchandise lost on 19 vessels and goods seized at Antwerp.	165,231	48	138,796	15
1277	Lunenburg Fish Co., Ltd....	"Stephano," Oct. 8/16.....	4,590	00	4,590	00
1278	Zwicker & Co., Ltd.....	"Stephano," Oct. 8/16.....	595	03	595	03
1279	Robin, Jones & Whiteman..	"Stephano," Oct. 8/16.....	8,823	25	8,823	25
1280	Verret, Stewart & Co., Ltd.	"Manchester Commerce," Oct. 37/14..	3,094	63	3,094	63
1281	Excelsior Straw Works.....	"Hesperian," Sept. 4/15.....	568	93	654	27
			636,548	08	298,993	13

## DECISION

## Case 1211

*Re* HARRY W. ADAMS

This is a claim by Harry W. Adams, of Lunenburg, N.S., who is an exporter of fish. It was heard before me at Lunenburg on August 22, 1923.

The claim is for the loss of a shipment of fish made by the claimants on board the ss. *Stephano*, sailing from Halifax, N.S., bound for New York and to be forwarded from there to Porto Rico, the value of which according to the invoices and the evidence of Mr. Adams, was \$2,883.88.

This vessel was destroyed by an enemy submarine on the 8th October, 1916.

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

WM. PUGSLEY,  
*Commissioner.*

## DECISION

## Case 1212

*Re* BARBER-ELLIS LIMITED

This is a claim for the seizure of paper by the Germans at Antwerp for which the claimants were obliged to make payments to the shippers in Norway.

The amount of the claim is \$336.09.

At a sittings held before me at Toronto, May 12, 1924, Mr. H. H. Davis, appeared for the claimants. He stated that the Company was incorporated under Dominion Charter in 1911, the shareholders all being British subjects, and residents of Canada and the head office and place of business situated in Toronto.

They are engaged in the manufacture of paper envelopes, stationery, etc.

In April, 1914, they ordered a quantity of parchment bond paper to be manufactured by the Kellner Parlington Paper Pulp Co., Limited, of Norway. The invoices for this purchase were produced and verified.

The paper was never received by the claimants and any information they have concerning it was the result of correspondence they had with their agents

the Messrs. Thomas Meadows Co., of London, England. The information was that the Norwegian Company shipped the paper to Christiania to be shipped from there to Antwerp, where it was to be transhipped by sea to British Columbia where a branch of the Barber-Ellis Co., was located.

Copies of bills of lading setting out the freight charges were filed showing that the goods had been shipped to Antwerp by the Steamer *Brabant*. The claimants were advised on or about September 22, 1914, that there were twenty-four parcels of paper belonging to them lying in Antwerp. At this stage of the proceedings, the Belgian Prize Court refused to release the goods and while the goods were thus held, the port of Antwerp was taken by the Germans in October, 1914.

Another letter is filed dated July, 1919, from Messrs. Ruys & Co., of Antwerp, advising that the goods in question had been seized by the Germans on December 23, 1916, that they had received a receipt for them.

This receipt was not produced. Incidentally it was stated that Ruys & Co., of Antwerp are agents for Messrs. Thomas Meadows.

The claimants were called upon by Messrs. Kellner Partington Paper Pulp Co., Limited, to pay the full value of the goods which came to £88.2.7 and freight charges.

As appears from correspondence, a compromise was effected whereby the claimants paid 75 per cent of the value or £68.10.1. This amount if converted into Canadian currency at the rate of \$4.9061 to the pound would equal \$336.09, the amount of the claim.

There is also on file a letter from Messrs. Thos. Meadows Co., dated June 7, 1924, advising that they have obtained from Messrs. Ruys, the receipt which was received from the Germans when the goods were seized. This receipt is attached and discloses that the Commissary of the Government Indemnification Commission, received from Ruys & Co., of Antwerp, on the 3rd January, 1917, twenty-four bales of paper. It is stated that the receipt refers inclusively to the delivery of the deed of seizure to the authorities whose signature appears below.

In view of this evidence—of the actual seizure of the goods by the German authorities, I allow the claim at the amount stated namely \$336.09, and to which I think should be added interest at the rate of 5 per cent per annum from the 10th January, 1920, the date of the Ratification of the Treaty of Versailles, to the date of settlement.

WM PUGSLEY,  
Commissioner.

## DECISION

### Case 1213

#### *Re* W. R. BROCK COMPANY, LIMITED

This Company has its place of business in the City of Toronto and has filed a claim for merchandise which was lost due to the sinking of the ss. *Manchester Commerce*, on the 27th October, 1914, by enemy submarine.

At a sittings held in Toronto on May 7, 1924, Mr. William E. Johnston, Assistant Secretary, of the Company, appeared and swore that this Company was incorporated by Dominion Charter, the shareholders of the Company all being British subjects.

## The claim as filed shows:—

(1) Invoice value of the goods.. . . . .	£3,739.7.3
Converted by them to equal.. . . . .	\$18,198 21
(2) Freight charges.. . . . .	£ 64.5.8
Converted by them to equal.. . . . .	312 85
(3) Marine Insurance.. . . . .	41 13
(4) Purchasing Expenses.. . . . .	272 97
(5) Estimated loss of profit.. . . . .	5,095 84
	<hr/>
	\$23,921 00

Interest from date of payment December  
29, 1914, to the 15th June, 1923 at  
5 per cent per annum . . . . .

10,118 90

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\$34,039 90

Mr. James Anderson, Secretary of the Company, swore that these goods which were lost had actually been sold by the claimant company and that item

(5) Loss of Profits was calculated on the basis of 27 per cent of the cost price.

I am of the opinion that as the goods had been sold, the loss of profit might properly be allowed, also the cost of freight, marine insurance and purchasing expenses might properly be added to the invoice price of the goods to represent the total cost. I think, however, that 27 per cent is an excessive amount to add for loss of profits.

The Company after some discussion of the matter, has expressed its willingness to have the amount for loss of profits fixed at 20 per cent of the total cost, and as I think this is reasonable, I fix the total loss to the Company upon the following basis:—

(1) Value of 47 packages of goods shipped from Manchester, England, per ss. <i>Manchester Commerce</i> , October 23, 1914 as per summary of invoices, lost at sea owing to enemy action.. . . . .	\$18,198 21
(2) Freight charges on same.. . . . .	312 85
(3) Marine Insurance.. . . . .	41 13
(4) Purchasing expenses.. . . . .	272 97
	<hr/>
	\$18,825 16
20 per cent added for loss of profit.. . . . .	3,765 03

Actual value at time of loss.. . . . . \$22,590 19

This makes a total claim for the sum of \$22,590.19 which I allow as fair and reasonable and to which I think should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement.

Claimants proved that there was Marine insurance (but no War Risk insurance on the goods.

NOTE.—If item (1) for £3,739.7.3 were to be converted at the rate of \$4.9061 to the pound, it would equal.. . . . . \$18,345 68

Item (2) for £64.5.8 were converted at the same rate, it would equal.. . . . . 315 38

And if these values are taken, it would make the claim as follows.. . . . . 18,975 16

Add loss of profit at 20 per cent.. . . . . 3,795 03

Making the total amount to be allowed.. . . . . 

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\$22,770 19

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1214

*Re THE CARSWELL COMPANY*

This is a claim for the shipment of some books lost in the sinking of the *ss. Mcdora*, by enemy submarine on May 2, 1918.

The amount claimed is \$502.95.

At a sittings held before me at Toronto on May 7, 1924, Mr. Percy A. Maxwell, Secretary-Treasurer of the Company appeared and gave evidence. The Company is incorporated by a Dominion Charter having its head office in the City of Toronto and the invoice value of the goods as above stated is correct. No insurance was recovered and I allow the claim at \$502.95, to which I think interest at the rate of 5 per cent per annum should be added from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,  
*Commissioner.*

## DECISION

## Case 1215

*Re CONTINENTAL COSTUME COMPANY LIMITED*

This claim is made by William McCausland Liquidator of the Company, who appeared before me at Toronto, May 6, 1924.

Mr. McCausland founded the Continental Costume Company, Limited, and was President and General Manager during the existence of the Company which was incorporated under Provincial Charter with Headquarters in the City of Toronto.

The claim is for loss of merchandise due to the sinking by enemy submarine of the three following vessels:—

*Hesperian*, September 4, 1915.

*Lake Michigan*, April 16, 1918.

*Mcdora*, May 2, 1918.

The total value of the merchandise lost is for the sum of £808.14.2.

No claim is made for loss of profits and no insurance was received by the claimant.

The claim as filed is merely for the invoice price of the goods and as the bills of lading and invoices are filed, I find no difficulty in allowing this claim at the amount stated, namely £808.14.2. This sum converted at the rate of \$4.9061 to the pound, would equal \$3,967.60, which I allow, and to which I think should be added interest at the rate of 5 per cent per annum, from the date of the Ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement.

WM. PUGSLEY,  
*Commissioner.*

## DECISION

## Case 1216

*Re E. B. CROMPTON & Co.*

This is a claim for merchandise lost in the sinking of the *ss. Hesperian*, by enemy submarine on September 4, 1915. The amount claimed is \$813.90.

At a sittings held before me at Toronto on May 8, 1924, Mr. Charles F. Ramsay appeared and gave evidence. He stated that he is a British subject,

resident in Toronto and at the time of the loss complained of was a partner in the claimant company. The company has since sold out and the claim is now a personal one. The company was incorporated under a provincial charter, having its place of business in Brantford, Ontario. The invoices and bills of lading are on file. The value of the goods is given in sterling to the total of £167.4.10, which, if converted at the rate of 4.9061 dollars to the pound would equal \$820.30. The goods were paid for and no insurance was recovered.

I think this claim should be allowed at the amount stated, namely, \$820.30, and that interest at the rate of 5 per cent per annum be added from the date of the ratification of the Treaty of Versailles, (January 10, 1920) to the date of settlement.

WM. PUGSLEY,  
Commissioner.

DECISION

Case 1217

*Re CROMPTON CORSET COMPANY*

This is a claim for the sum of \$933.10 for merchandise lost in the sinking of the ss. *Manchester Commerce* by enemy submarine on October 27, 1914.

At a sittings held before me at Toronto on May 7, 1924, Edward Mills gave evidence. He is the Vice-President and Secretary of the company which is incorporated under Provincial Charter, having its head office and place of business in Toronto. He verified all the facts of the claim and as the bills of lading and invoices are on file I have no difficulty in deciding this claim. No insurance was received and no claim was made for loss of profit, and I therefore recommend that the claim be allowed for \$933.10 to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920), until the date of settlement.

WM. PUGSLEY,  
Commissioner.

DECISION

Case 1218

*Re CROWN TAILORING COMPANY*

This is a claim for merchandise lost in the sinking of the ss. *Hesperian* torpedoed by enemy submarine on September 4, 1915. The amount of the claim is for \$748.56.

At a sittings held before me at Toronto on May 5, 1924, Mr. Charles Varco appeared and gave evidence. He is the accountant of the company which has its place of business in Toronto and stated that no insurance was received on the goods. The invoices and bills of lading are on file.

I recommend that this claim be allowed at the amount stated, namely, \$748.56, and that interest at the rate of 5 per cent per annum be added from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1219

*Re* DOMINION EXPRESS COMPANY

This is a claim for the sum of \$3,528.21 due to the sinking by enemy submarine of three vessels, namely the ss. *Hesperian*, September 4, 1915; the ss. *Lake Michigan*, April 16, 1918, and the ss. *Medora*, May 2, 1918.

At a sittings held before me at Toronto May 6, 1924, Mr. W. H. Plant appeared and gave evidence. The Dominion Express Company is a company incorporated by Dominion Charter, having its head office in the city of Montreal and general offices in the city of Toronto. The goods lost are not merchandise but certain packers and hampers (or containers) used by the company in crating goods for shipping and which were the property of the claimant. The claim is also for expenses actually paid by the company for the handling of express and the landing on board the three steamers. The company actually owned the packers and hampers and had a lien on the express matter destroyed for the amount of the expenses actually paid out by them. They do not claim any further amounts in respect to the goods carried by them and I find they have succeeded in establishing a good claim and I allow the amount stated, namely, \$3,528.21, to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of settlement.

WILLIAM PUGSLEY,

Commissioner.

## DECISION

## Case 1220

*Re* F. G. HALLIDAY, LIMITED

This is a claim for the loss of merchandise due to the sinking of the ss. *Englishman* on May 24, 1916, by enemy submarine.

The amount claimed is \$1,268.50.

At a sittings held before me at Toronto, May 12, 1924, Mr. J. A. Boyd appeared and gave evidence.

The lost merchandise consisted of twelve crates of furniture and on file are found the invoices and bills of lading, while the admiralty report shows a record of the sinking of the ss. *Englishman*.

It appears that the goods were insured for marine risk only so that nothing was recovered on this account.

The invoice price of the goods is given at £157-14-6 which would amount to \$750.00 Canadian currency.

Some discussion was held as to the difference between this amount and the amount as claimed, but it was decided that the question of their value to the claimants had they arrived in Canada could be left to my consideration.

From a review of the evidence on file, I find that this claim is well established there being no doubt that the goods were actually on board the vessel which has been officially reported sunk by enemy action.

I think, however, that I should allow the invoice price of the goods namely \$750.00 instead of the amount originally claimed but to this should be added 20 per cent to cover their value to the claimants in Canada, making a sum in all of \$900.00, which I think is sufficient, and to which I recommend that interest be added at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Peace, January 10, 1920, to the date of settlement.

WM. PUGSLEY,

Commissioner.



## DECISION

## Case 1221

*Re IDEAL CLOTHING COMPANY LIMITED*

This is a claim for the loss of merchandise due to the sinking of the ss. *Hesperian* by enemy submarine on the 4th September, 1915.

The amount of the claim is for \$107.14.

The claim was listed for hearing before me at Toronto in May, 1924, but as the claimant's place of business is in Port Hope, Ont., and as the amount of the claim is very small, a request was made by the claimant, that if possible the matter be dealt with without requiring personal attendance.

In view of the fact that the invoices and bills of lading are on file, that no claim is made for loss of profits, I decided that it would not be necessary for the claimant to attend at Toronto and the case was spoken to at the sittings held before me on May 16, 1924, and the facts were read into the record.

A statement is on file in the form of a declaration made by the claimants, to the effect that no insurance was recovered and I have no difficulty in allowing the claim at the amount stated, namely \$107.14, to which I think should be added interest at the rate of 5 per cent per annum from the 10th January, 1920, the date of the Ratification of the Treaty of Versailles, to the date of settlement.

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1222

*Re LADIES WEAR LIMITED*

This is a claim for loss of merchandise due to the sinking of the three vessels by enemy submarine as follows:—

The *Hesperian* on September 4, 1915.

The *Lake Michigan* April 16, 1918.

The *Medora* on May 2, 1918.

Claimants appeared before me at Toronto on May 5, 1924, and gave evidence.

The claimant company is incorporated under Provincial Charter and carries on business in the City of Toronto.

The total invoice value of the goods lost is stated to be \$6,237.97. In this amount both freight and duty are properly excluded, not having been paid.

The Company claimed that the value, had the goods been received in Toronto, would have been \$9,523.03, in addition to freight and duty and that this was the actual replacement value. They collected insurance amounting to \$5,031.25. The freight had not been paid on these goods because, owing to the sinking of the vessels they had not been delivered to the claimant.

In making up this claim, I find that in respect to one item, where the invoice price is \$2,207.61, the replacement value is put at \$4,526.65 or nearly 100 per cent advance. I think that if I allow 25 per cent advance on all the items it will be fair and reasonable.

I therefore find that the amount of damage actually caused by the enemy, is \$7,797.36. The amount of insurance through Dale & Co., Brokers, for which the insurers would have the right of subrogation is \$5,031.25, which would leave a balance of \$2,766.11 which I think should be allowed, the claimants, and to which should be added interest at the rate of 5 per cent per annum from the date of the Ratification of the Treaty of Peace, January 10th, 1920, to the date of settlement.

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1223

*Re MASSEY HARRIS COMPANY LIMITED*

This company originally filed two claims as follows:—

1. Loss of good carried on three German vessels seized by the Allies at the outbreak of the war..... \$ 5600 82
2. Loss of goods which had been stored in warehouses in Belgium and which were seized by the German Military Authorities at the time of the invasion of Belgium and for which receipts were given to the claimants' agent. .... \$22,976 90

At a sittings held before me at Toronto on May 5, 1924, Mr. John G. Hos-sack, Secretary of the Company appeared and gave evidence. Claim No. 1 was discussed and as I pointed out it did not come within the provisions of Annex I to Part 8 of the Treaty of Versailles, the seizure having been made by the Allies, I rejected this item of the claim and disallow it.

As regards Claim No. 2, evidence was given that the warehouses were situated in Antwerp and the goods in question were undoubtedly shipped by the German authorities to Germany and were never restored to claimants. The amount claimed in respect of these goods represents the wholesale invoice price with charges including freight at Antwerp, the claimants having paid the freight. It was further alleged by the claimants that had the goods not been seized and had they had an opportunity of selling them they would have realized a profit of at least 10 per cent of the value of the amount stated, which would equal \$2,297.69. They wish to claim for this loss of profit. The receipts from the German authorities are on file and I have no reason to doubt the accuracy of the statements of the claimants concerning the value of the goods seized. It is clearly established that the seizure was made by the German Military authorities and I therefore allow item 2 of this claim for the amount stated, namely, \$22,976.90, together with 10 per cent for the loss of profit being \$2,297.69, making a total, which I allow of \$25,274.59, to which I think should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles (January 10, 1920) to the date of the settlement.

The total amount, including the addition of the 10 per cent really constitutes the value of the goods when seized by the enemy.

WM. PUGSLEY,  
*Commissioner.*

## DECISION

## Case 1224

*Re SAMUEL MAY & COMPANY*

This is a claim for the loss of a case of billiard cloth, due to the sinking of the ss. *Milwaukee*, by enemy submarine in September, 1918.

At a sittings held before me at Toronto, May 8, 1924, Dr. L. E. Rice appeared and stated that Samuel May & Co. was owned by his father-in-law, who died and left his estate to him.

It was liquidated some years ago, the company having done business in the City of Toronto, Dr. Rice being the legatee of the estate and the proper person to make this claim.

He was born in the Province of Quebec, and states that the claim is for the sum of £243.12.3. This sum if converted at the rate of \$4.9061 (Canadian Currency) would equal \$1,195.18.

Reference was also made to the fact that two small claims were made by Germany against Samuel May & Co., for debts amounting to \$22.87 and \$30.77 respectively.

These claims have presumably been dealt with by the Clearing Office Branch of the State Department, and I assume will be set off against this claim.

The invoices and bills of lading are on file and no insurance was recovered.

I allow the claim at the amount stated, namely \$1,195.18, and to which I think should be added interest at the rate of 5 per cent per annum from the 10th of January, 1920, the date of the ratification of the Treaty of Versailles, to the date of settlement.

WM. PUGSLEY,  
Commissioner.

## DECISION

### Case 1225

#### *Re F. W. WOOLWORTH CO. LIMITED*

This is a claim for loss of merchandise on board the ss. *Hesperian*, which was sunk by enemy submarine on September 5, 1915.

The value of the goods is given at \$3,086.78 which goods were not covered by insurance.

At a sittings held in Toronto, on the 4th May, 1924, the claimant company was represented by Mr. J. C. Elliott, as Counsel, and a Mr. Zoern appeared and was examined and swore that he is the auditor of the Woolworth Co., which company is incorporated in Canada by a Dominion charter.

He stated the shareholders and directors are both United States and Canadian citizens.

He verified the amount of the claim and said that it represented the sum of \$3,086.78, and referred to invoices and bills of lading which are on file in support of this.

He has been associated with this Company since 1900, and identified the invoices and bills of lading on file which he stated he has checked over.

He alleged the goods were on the *Hesperian* which was torpedoed in September, 1915, and stated there was no insurance.

The witness gave details of the various items of merchandise which were on the *Hesperian*.

Witness stated they paid the American Express Co., freight and cartage charges to the amount of \$42.58, which amount was paid in cash.

This claim is for the actual cost price of the goods and nothing has been added for loss of profit or replacement value.

As it appears that insurance was not recovered for this loss and that the claim is merely for the actual cost price of the goods and nothing has been added for loss of profit, or replacement value, I allow the amount as stated, \$3,086.78, and to which I think should be added interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to the date of settlement.

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1226

*Re WREYFORD & COMPANY*

This is a claim made for the loss of merchandise of the total value of £776.19.5, which goods were on the *Hesperian*, sunk September 4, 1915; the *Medora*, sunk May 2, 1918, and the *Lake Michigan*, sunk April 16, 1918, all by enemy action.

At the inquiry held in Toronto, May, 1924, John C. Wreyford appeared, was sworn and examined.

He stated that he is a salesman for the Company and the son of the owner.

The claimant is an incorporated Company, the father of the witness being the sole owner and manager, the other members of the Company having died.

The father is a British subject and was born in England and has resided in Canada twenty-five years.

The witness stated he had not the invoices for the goods and I requested that an attempt be made to secure copies of the same from England, which have since come to hand and are now on file.

Witness stated that he knows the bills of lading went down with the vessel.

The American Express Co. handled all their shipments.

The goods shipped on the *Medora* consisted of men's furnishings, ties, shirts, etc., to the cost value of £578.5.7.

The goods on the *Lake Michigan*, the witness stated, were of the cost value of £88.5.5.

The goods on the *Hesperian* were of a cost value of £80.5.7, making a total of £746.16.7.

Evidence was further given by the witness to the effect that these goods were shipped on the following dates:—

*Medora*, April, 1918. *Lake Michigan*, April, 1918, and *Hesperian*, September, 1915.

Note.—There is an official Admiralty Record of the sinking of these vessels.

I asked the witness if they were making any claim beyond the invoice value of the goods and in reply he stated these goods would be worth more than the invoice price and that in order to replace them, they would have to pay considerably more.

He stated that all of these goods had been ordered by customers and they had to replace the orders as far as possible and that they cost considerably more on the advanced market and the witness stated there should be some percentage added.

I agreed to this, and think that they might fairly claim what the goods would have been reasonably worth if, instead of being destroyed, they had arrived in Toronto in due course.

The witness thought that 15 per cent should be added to the invoice price of the goods to cover this. This 15 per cent is claimed, not on the total value but only on the cost value less insurance received.

I instructed the witness to get the invoices and to make a statement of the total invoice value and to further state the percentage which he claimed should be added to cover the increased value had the goods been received by them in Toronto.

Subsequent to the hearing, the claimants filed the invoices covering the goods lost and also an amended statement of the claim.



## DECISION

## Case 1228

## Re CANADA CLOAK COMPANY LIMITED

This appears to be a claim for loss of merchandise due to enemy action amounting to \$9,969.59. The claimants were notified to appear before me at Toronto on May 7, 1924, but did not do so, and I find on file a letter from Messrs. Thorne, Mulholland, Howson & McPherson, Chartered Accountants, dated August 20, 1923, which reads as follows:—

"RE ESTATE CANADA CLOAK COMPANY, LIMITED

"Following up our letter of recent date, I find that the above company received insurance for the loss sustained in the sinking of the *ss. Hesperian* which was torpedoed in September, 1915, and this appears to be the only loss suffered by the above company during the war period."

In view of this letter and of the fact that the claimant did not appear before me at the time fixed, I am inclined to think that as this loss was fully covered by insurance, the claimants have abandoned this claim and I therefore disallow it.

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1229

## Re HAMBLY &amp; WILSON

This appears to be a claim for loss of merchandise due to enemy action which is filed for the sum of \$1,968.80.

A letter was addressed to the claimants dated August 25, 1923, enclosing a statutory declaration form and no reply appears to be received therefrom.

The claimants were notified to appear before me at the City of Toronto at 11 o'clock on the forenoon of the 13th May, 1924; they did not appear, and it is possible that they have decided to abandon the claim. I have no alternative but to disallow it.

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1230

## Re GEORGE M. HENDRY CO. LIMITED

The Company filed two claims as follows:—

1. For salary and expenses of their representative who was delayed for three months in England after the declaration of war in 1914, for which they claim the sum of \$1,275.00.
2. For expenses undertaken in procuring the release from the British Admiralty of certain goods which were seized and taken to the Port of Manchester, England, \$58.22.

At a sittings held before me at Toronto on May 13, 1924, Mr. George M. Hendry, President of the Company, gave evidence. Mr. Hendry stated that this company was incorporated by a Dominion Charter, having its chief place of business in Toronto, and set out the grounds upon which the company desired

to make these two claims. I pointed out at that time that I would in all probability have to decide against Claim No. 1, because their representative was not taken prisoner by the enemy or injured, and the loss and damage, if any, was indirect. As to Claim No. 2, I pointed out that as the goods in question were on a vessel seized by the British authorities, any expense or delay occasioned thereby was clearly not caused by direct act of the enemy as outlined in the categories of Annex 1, to Part 8 of the Treaty of Versailles.

From a review of the evidence on file I see no reason to change my opinion and I am constrained to disallow both of the items of this claim.

WM. PUGSLEY,  
*Commissioner.*

## DECISION

### Case 1231

#### Re WESTERN ELECTRIC COMPANY LIMITED

This is a claim filed by a Canadian corporation owning all the shares of the capital stock of the Belgian Telephone Manufacturing Company doing business at Antwerp, Belgium.

At the sittings held before me at Montreal on June 6, 1923, Mr. Lawrence Macfarlane appeared as counsel for the claimant and stated that the Belgian Company had made a claim for the damages sustained to the plant and business due to the invasion of Antwerp by the Germans in 1914, but the claim was disallowed by the Court of War Damages in Belgium because the capital stock of the claimant company was owned by foreigners. The counsel further stated that all the shares of the Canadian company are owned in turn by an American corporation, namely, the Western Electric Company Limited, with its head office in the city of New York.

Subsequently I directed that a letter be forwarded to the solicitors for the claimant, advising that as the claim of the Belgian Telephone Manufacturing Company was disallowed in Belgium because the capital stock was owned by foreigners and as the Western Electric Company has its head office in the city of New York, although doing business in Canada, and as the shareholders are presumably American citizens, it would be extremely doubtful whether I would have any jurisdiction to hear this claim.

I further pointed out that if a corporation has an entity individual from that of its shareholders, it would seem that this claim would properly be made by the Belgian Telephone Manufacturing Company then doing business in Antwerp. If this is not the case and the claim should be made by the shareholders, it would seem that the claim would be made by those shareholders who are citizens of the United States, all of whom own stock in the parent company in the city of New York and such claim should be presented to the Government of the United States.

In view of the above I requested the claimant company to advise whether it desired to go on with the claim or withdraw it. This letter was dated April 22, 1924.

In reply a letter was received, dated April 28, 1924, from the solicitors for the claimant company in which they state "we are now instructed to say that in view of the opinion of the Honourable Mr. Pugsley, Commissioner, the company has decided to withdraw the claim filed for consideration in Ottawa."

It is, therefore, to be noted, please, that this claim is withdrawn by the claimants.

WM. PUGSLEY,  
*Commissioner.*





were shipped to claimants' order for Edward Young & Co., Limited, Liverpool, England. Forms and instructions for the preparation of a formal declaration were sent to the claimants from this Department, January 23, 1919. There is nothing further on our files in respect of the claim.

For the purpose of our record, the claim is dismissed.

August 5, 1926.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1234

*Re W. S. LOGGIE COMPANY, LIMITED*

Claimants are a Canadian company. Their claim was presented by the President, W. S. Loggie, who was for 17 years a Member of Parliament for the County of Northumberland, New Brunswick.

The claim is on account of a cargo of salt owned by claimants and lost in the Russian schooner *Sibens* torpedoed by enemy submarine in June, 1917 while on a voyage from Cadiz to Chatham, N.B. The cargo was insured at invoice prices, and the claim is for the difference between the actual value of the goods and the amount of the insurance collected. The cargo was sufficient for the company's purposes and business, until the following June, 1918, and had to be replaced by purchases in a Canadian market, claimants having to pay the importer's profit at Saint John and Halifax and the freight. The cost of the original cargo, 541 tons, was \$7,993.55. This amount was covered by War Risk insurance. The cost of the same quantity of salt purchased at different times in 1917 and 1918 to replace the salt lost was \$10,673.55.

This claim is allowed at the amount declared and proved \$2,680.00, together with interest at the rate of 5 per cent per annum from June 17, 1918, being the date of the invoice of the last purchase in Canada to replace the goods lost to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$2,680.00 fair compensation to claimants with interest as indicated.

JAMES FRIEL,  
Commissioner.

December 2, 1927.

DECISION

Case 1235

*Re MORRISON STEEL & WIRE CO. LIMITED*

Claimants are a Canadian corporation whose shareholders are all Canadians. The claim is set out as follows:—

"The claimant on or about May 26th, 1914, purchased from H. J. Skelton & Co., Limited, of London, England, certain Wire Rods which were shipped by the Hamburg American Liner ss. *Andalusia*. On the declaration of war the ship entered Manila Harbour and was there interned. The ship refused, until October, 1915, to give up possession of the Rods until paid 4 per cent of their value. Meanwhile freight rates became so high that it would have cost a large proportion of the value of the goods to bring them to Vancouver and they were accordingly sold in Manila in October, 1915. The claimant meanwhile purchased other rods in replacement, and claims for the total loss suffered.

I do not see that this claim comes within any of the categories of the First Annex to Section (I), Part VIII, of the Treaty of Versailles, loss is not due to the direct action of the enemy; it was a business loss incurred like many others, during the war. The claim is, therefore, disallowed.

JAMES FRIEL,  
Commissioner.

May 10, 1926.

## DECISION

## Case 1236

*Re* AVON HOSIERY COMPANY LIMITED

Claimants are a Canadian corporation and claim on account of the loss of a shipment of yarn from British manufacturers which was lost when the ss. *Hesperian* was sunk by enemy action, September 4, 1915. There was no War Risk insurance.

I would allow the claim at the amount declared and proved, \$455.91, plus 25 per cent for enhanced value of goods, and expenses, with interest at the rate of 5 per cent per annum from the date of the sinking of the ship, September 4, 1915, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$569.98 fair compensation to the claimant company with interest as above indicated.

JAMES FRIEL.

Commissioner.

August 3, 1926.

## DECISION

## Case 1237

*Re* HOWARD BLIGH AND SON, LIMITED

The claimant is a Nova Scotia corporation, all the shareholders of which are Canadians. The claim is for value of shipment of 500 barrels of potatoes consigned to a commission company in Havana, on the ss. *Stephano* which was captured by enemy submarine, torpedoed and sunk off New York Harbour on October 8, 1916, while on a voyage from Halifax to New York. The goods were lost.

There was no War Risk insurance. The claim was considered by the late Commissioner at Halifax in September, 1924, and approved at invoice prices as declared. I would therefore allow the amount \$2,003.80.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$2,003.80 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from October 8, 1916.

JAMES FRIEL.

Commissioner.

February 4, 1926.

## DECISION

## Case 1238

*Re* WILLIAM GEORGE COLES

Claimant is a Canadian subject doing business under the name of William G. Coles & Company, Commission Merchants.

The claim is on account of the loss of three separate shipments of nuts on three different vessels which were sunk by enemy action, namely *Joaquin Mumburu*, *Cacique* and *Alberto Trceves*. The goods in all three cases were insured for cost price and freight and the insurance was collected.

The claim is for the difference between the value of the goods to the claimant at the time of their being destroyed and the amounts of insurance recovered.

I would allow 25 per cent for enhanced value of goods to claimant, expenses of selling, etc.

The goods were purchased under a restricted clause, for the Christmas trade and sold and could not be replaced in time to take care of that trade.

The shipment on the *Joaquin Mumburu*, was insured for \$1,100.00 and the insurance was paid May 15, 1918; the shipment on the *Cacique*, was insured for \$904.00 and insurance paid May 15, 1917; the shipment on the *Alberto Trèves*, was insured for \$3,558.00 and insurance paid December 10, 1918.

I would allow \$275.00 on account of loss on the first shipment; \$226.00 on account of loss on the second shipment and \$889.00 lost on the third shipment, with interest in all three cases from the date of settlement of insurance in each case.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$1,390.00 is fair compensation to the claimant with interest at the rate of 5 per cent per annum as above indicated to date of settlement.

June 16, 1926.

JAMES FRIEL,  
Commissioner.

### DECISION

#### Case 1239

#### *Re* CANADA FURNITURE MANUFACTURERS LIMITED

Claimant is a Canadian corporation, the shareholders in which are all Canadian.

The claim is on account of the loss of a shipment of castors from Birmingham, England, by the ss. *Hesperian* when that ship was sunk by enemy submarine September 4, 1915.

I would allow the claim at the amount declared and proved, \$172.52, together with interest at the rate of 5 per cent per annum from the date of loss, September 4, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$172.52 is fair compensation to the claimant, with interest as above indicated.

June 17, 1926.

JAMES FRIEL,  
Commissioner.

### DECISION

#### Case 1240

#### *Re* ROBERT FAIR AND COMPANY LIMITED

Claimants are Canadian corporation, all of the members of which are Canadians. Their claim is on account of the loss of a shipment of linoleum on the ss. *Carthaginian*, sunk by a mine, June 14, 1917, on a voyage from Liverpool to Montreal. There was no insurance.

I would allow the claimants the amount declared (invoice price), plus 25 per cent as in similar cases for enhanced value, expenses, etc.

The claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$194.23 is fair compensation to the claimants, Robert Fair and Company, Limited, with interest at the rate of 5 per cent per annum from the date of loss, June 14, 1917, to date of settlement.

April 15, 1926.

JAMES FRIEL,  
Commissioner.

## DECISION

Case 1241

*Re FIRTH BROTHERS LIMITED*

Claimants are a Canadian corporation and claim on account of the loss of a shipment of goods from British manufacturers which was lost when the ss. *Hesperian* was sunk by enemy action, September 4, 1915. There was no war risk insurance.

I would allow the claim at the amount declared and proved, \$584.18, plus 25 per cent for enhanced value of goods, and expenses, with interest at the rate of 5 per cent per annum from the date of the sinking, September 4, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$730.23 fair compensation to the claimant company with interest as above indicated.

JAMES FRIEL,  
*Commissioner.*

August 3, 1926.

## DECISION

Case 1242

*Re W. H. GILLARD & COMPANY*

Claimants are a Canadian corporation. Their claim is for the difference between the value of a shipment of currants, from Patras, Greece, lost on the ss. *Ioannina*, sunk by enemy submarine in the North Atlantic December 2, 1917, including insurance premiums, less amount of war risk insurance received.

I would allow this claim at the amount declared and proved, \$3,725.75, with interest at the rate of 5 per cent per annum from the date of loss, December 2, 1917, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$3,725.75 fair compensation to the claimant company with interest as above indicated.

JAMES FRIEL,  
*Commissioner.*

August 3, 1926.

## DECISION

Case 1243

*Re GLASSFORD BROS. LIMITED*

Claimants are a Canadian corporation.

Their claim is on account of damage to a case of merchandise in transit, seized by the German Government at the outbreak of the war. The invoice is dated August 5, 1914.

I would allow the claim at the amount declared, \$30.34, with interest at the rate of 5 per cent per annum from the date of the invoice, August 5, 1914, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$30.34 fair compensation to the claimant company, with interest as above indicated.

JAMES FRIEL,  
*Commissioner.*

August 7, 1926.

## DECISION

## Case 1244

## Re THE HARVEY KNITTING COMPANY

The claimants are a Canadian corporation, the shareholders of which are all Canadians.

The claim is on account of the loss of a shipment of yarn from England which was on the ss. *Hesperian* when that ship was sunk by enemy submarine September 4, 1915.

I would allow the claim at the amount declared and proved, \$670.27, with interest at the rate of 5 per cent per annum from the date of the loss, September 4, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$670.27 is fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,

Commissioner.

June 18, 1926.

## DECISION

## Case 1245

## Re JOHNSON &amp; BARBOUR

Claimants are Canadians. The claim is on account of loss of shipments consisting of 12 crates of crockery ware from potteries in England shipped by the ss. *Manchester Commerce* which was sunk by enemy submarine October 27, 1914, while on a voyage from Manchester to Montreal.

I would allow the claim at the amount proved for net invoice price of goods and freight—\$663.69 plus 25 per cent for increased value to claimants for expenses, etc., which amounts to \$165.92.

The goods had been practically all sold to customers.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$829.61 is fair compensation to the claimants, with interest at the rate of 5 per cent per annum from the date of the sinking of the vessel, October 27, 1914, to date of settlement.

JAMES FRIEL,

Commissioner.

June 14, 1926.

## DECISION

## Case 1246

## Re ALBERT JODOIN

Claimant is a Canadian. The claim arises out of the loss of a shipment of cream separators, from Stockholm, Sweden, to claimant and a partner, Sylvestre, at St. Hyacinthe, P.Q., as per invoice dated December 30, 1916, showing price of goods 5530:55 kronor (about \$1,659.16 Canadian money).

The shippers were insured for invoice value. Claimant had to pay freight and war risk premium and increased price to replace the goods, which were lost on the ss. *Louisiana* a Danish ship, sunk by the enemy April 20, 1917. He claims also on account of demurrage on two other shipments.

The interest of Sylvestre in the claim has been assigned to the claimant.

I would allow for the freight and war risk insurance paid, and 25 per cent on invoice price of goods, to cover enhanced value, expenses, etc., in all \$533.87, with interest at the rate of 5 per cent per annum from the date of loss, April 20, 1917, to date of settlement.

These claims fall within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$533.87 fair compensation to the claimant with interest as above indicated.

June 28, 1926.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1247

*Re THE LANG SHIRT COMPANY LIMITED*

Claimants are a Canadian corporation. The claim is on account of the loss of two separate shipments of goods from British manufacturers, one lost on the ss. *Hesperian* sunk September 4, 1915, by enemy submarine, of the invoice value of \$122.03 and the other on the ss. *Carthaginian* sunk June 14, 1917, by enemy action, of the invoice value of \$493.94, without insurance in either case.

I would allow the claims at the invoice values, plus 25 per cent for increased value, expenses, etc., with interest at the rate of 5 per cent per annum from the respective dates of loss, to date of settlement.

These claims fall within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$769.97 fair compensation to the claimant company, with interest as above indicated.

August 2, 1926.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1248

*Re MANASHA LAVUT*

Claimant is a British subject in Canada by Naturalization under Order of the Court in Montreal, of November 2, 1910.

His claim is for an interest in certain goods lost with the ss. *Caria* sunk by enemy submarine November 6, 1915.

I would allow the claim at the amount declared and proved, \$100.00, with interest at the rate of 5 per cent per annum from the date of loss, November 6, 1915, to date of settlement.

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

October 7, 1926.

JAMES FRIEL,  
Commissioner.

## DECISION

## Case 1249

## Re MICKLEBOROUGH, MULDREW &amp; COMPANY

Wholesale dealers in woollens, tailors' trimmings and ladies' costume cloths

Amount claimed.. . . . .	\$122,702 10
Less insurance.. . . . .	11,664 02
	<hr/>
	\$111,038 08

This is a Canadian firm represented now by Mr. J. W. Mickleborough, surviving partner who appeared with Counsel and gave evidence before the late Commissioner and the Deputy Commissioner May 6 and 9, 1924.

Dr. Pugsley considered the case and left a note of what he thought of it, but did not sign the formal decision.

The claim involves shipments of goods purchased by the claimants in England and lost when the ships carrying the same were sunk by enemy action, as follows:—

Merchandise on the ss. <i>Hesperian</i> , sunk September 4, 1915, at invoice prices..	£ 541.7.2	\$ 2,655 96
Merchandise on the <i>Lake Michigan</i> , sunk April 16; 1918, at invoice prices..	811.3.6	3,979 71
Merchandise on the <i>Medora</i> , sunk May 2, 1918, at invoice prices.. . . . .	1,572.5.8	7,713 78
	<hr/>	<hr/>
	£ 2,924.16.4	\$ 14,349 45

being the whole amount paid by the claimants for the goods.

The invoices dated respective dates of shipment have the usual certificates to the effect that prices mentioned were the actual prices paid for the goods and all charges thereon, and that the invoices exhibit the fair market value of said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption.

Claimants did not pay any freight.

The large amount is arrived at by a simple process of inflation. The invoice prices are multiplied by three and to the result are added duty and taxes at 37½ per cent and to this sum is added 50 per cent on the value of the goods and duty so extended, in respect to the goods on the *Hesperian*, and 100 per cent in respect to the good on the *Lake Michigan* and the *Medora*, bringing the—

total amount up to.. . . . .	\$ 111,867 66
from which is deducted the duty and taxes.. . . . .	15,785 56
	<hr/>
	\$ 96,082 10

The claim goes on:—

"Cost of selling this merchandise, which was a loss to us, as we were unable to supply goods to customers"	\$ 12,630 00
"Disappointment and loss through non-delivery to customers"	10,000 00
"Paid Inland Revenue charges, dockage, marine insur- ance carriage charges, Ocean charges" . . . . .	3,990 00
	<hr/>
	\$122,702 10

There is no sense or reason in these efforts. The goods at the time of being destroyed were worth little or nothing over the invoice prices and there is no reason shown why the claimant could not have replaced them at the same or other reasonable prices. The insurance money would have no doubt been available for the purpose. The amount given as "cost of selling" is also absurd. There is no evidence of any instance of loss through non-delivery to customers. There were no payments of Inland Revenue charges, etc.

There was a further claim amounting to \$5,625.00 value of goods alleged by the claimants to have been lost on some other ship which had been sunk, name unknown and no evidence of payment or particulars. It was marked "disallowed for want of evidence", by the late Commissioner, and I disallow it.

The claim for loss of profits on the goods actually lost, cannot be entertained.

I would allow the claimants the amount paid for the goods and something to cover what may be called the earning power of their property at the time of destruction and for expenses of selling the same or such portion of the same as had been sold, and I think 25 per cent additional fair.

In deducting the insurance recovered by the claimants on each shipment, allowance for the War Risk premium paid should be made but as the claimants are not able to furnish a statement of these premiums and have stated by their letter of January 15, 1926, attached, that they forfeit these, my assessment of this claim is as follows:—

Merchandise lost on <i>Hesperian</i> , September 4, 1915. . . . .	\$2,655 96	
Add 25 per cent. . . . .	663 99	
	<hr/>	
	3,319 95	
Insurance received. . . . .	2,088 02	
	<hr/>	\$ 1,231 93
with interest at the rate of 5 per cent from September 4, 1915		
Merchandise lost on <i>Lake Michigan</i> , April 16, 1918. . . . .	\$3,979 71	
Add 25 per cent. . . . .	991 93	
	<hr/>	
	4,974 64	
Insurance received. . . . .	4,576 00	
	<hr/>	\$ 398 64
with interest at the rate of 5 per cent from April 16, 1918.		
Merchandise lost on <i>Medora</i> , May 2, 1918. . . . .	\$7,713 78	
Add 25 per cent. . . . .	1,928 44	
	<hr/>	
	9,642 22	
Insurance received. . . . .	5,000 00	
	<hr/>	\$ 4,642 22
		<hr/>
		\$ 6,272 79

with interest at 5 per cent from May 2, 1918.

This claim falls within the First Annex to Section (1), of Part VIII, of the Treaty of Versailles, category (9), and I find \$6,272.79, is fair compensation with interest at the rate of 5 per cent per annum from the date of the respective sinkings as above outlined, to date of settlement.

January 18, 1926.

JAMES FRIEL,  
Commissioner.



## DECISION

## Case 1250

*Re* MARITIME DENTAL SUPPLY Co., LIMITED

This claim is for loss of gas cylinders shipped on the ss. *Stephano*, which was captured by enemy submarine, torpedoed and sunk off New York Harbour, on October 8, 1916, while on a voyage from Halifax to New York.

The claimants are a Nova Scotia corporation, all the shareholders of which are Canadians. The claim was proved before the late Commissioner at Halifax in September, 1924. I would allow the amount of \$127.00.

This claim falls within the First Annex to Section (I), of Part VIII, of the Treaty of Versailles, category (9), and I find \$127.00 is fair compensation to the claimants with interest at the rate of 5 per cent per annum from October 8, 1916.

JAMES FRIEL,  
*Commissioner.*

February 4, 1926.

## DECISION

## Case 1251

*Re* W. & C. H. MITCHELL LIMITED

The claim is for the loss of three separate shipments of fish on the ss. *Stephano* which was captured by enemy submarine, torpedoed and sunk off New York Harbour on October 8th, 1916, while on a voyage from Halifax to New York. Two of the said shipments were on consignment and the other was on sale, and the loss was divided between the purchaser and the shippers. There was no insurance. The claimants are a Nova Scotia Corporation all the shareholders in which are Canadians. The claim was proved before the late Commissioner in Halifax in September, 1924. I would allow it at the amount declared, \$3,786.39.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$3,786.39 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from October 8th, 1916.

JAMES FRIEL,  
*Commissioner.*

February 4th, 1926.

## DECISION

## Case 1252

*Re* MRS. ANNIE MOORE

Claimant is a British subject born at Peel, Isle of Man, and is now living in Winnipeg.

Claim is for millinery shipped to her from England by the ss. *Hesperian* and lost when that ship was torpedoed and sunk by enemy submarine September 4, 1915.

I would allow the claim at the amount declared \$91.90 with interest at the rate of 5 per cent per annum from the date of the sinking September 4, 1915, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9) and I find \$91.90 is fair compensation to the claimant with interest as indicated.

JAMES FRIEL,  
*Commissioner.*

March 17, 1926.

## DECISION

## Case 1253

*Re NISBET & AULD, LIMITED*

This is a Canadian Company incorporated under Dominion Charter. The claim is for difference between value of goods lost on ships sunk by illegal enemy action, less insurance received, and for war risk premiums paid by the Corporation on importations in the years 1915, 1916, 1917 and 1918. The case was heard before the late Commissioner in Toronto in May, 1924, who indicated what his finding would be but did not at the time have data upon which to base a decision. He disallowed the general claim for war risk premiums paid during the years from 1915 to 1918. I think it is quite right that the claimant Company put on the insurance of its own volition and in the exercise of its own discretion on account of the existence of a state of war, but the expenses are in no sense losses, damages or injuries caused by the enemy's act within the meaning of the Treaty. The claimant, in the exercise of business prudence, bought and paid for insurance against threatened losses. The expenses were not incurred to repair loss by the enemy's act but to provide against what the claimant feared the enemy might do resulting in a loss to it. The expenses were losses to the claimant on account of the war but are not losses for which Germany would be obligated to pay.

As to the rest of the claim, Dr. Pugsley seemed inclined to allow damages at invoice price of the goods plus 10 per cent, less insurance collected. In other cases 25 per cent was allowed to cover the enhanced value of goods to the owners, and expenses. I am inclined to increase invoice values by that percentage.

Goods lost on *Hesperian*, Sept. 4, 1915—

Invoice value . . . . .	£ 743.17.7	—	\$ 3,649 54
	Add 25%		912 38
			<hr/> 4,561 92
Insurance received . . . .	\$ 4,132 55		
Less premium paid . . . .	41 32		
	<hr/> 4,091.23		4,091 23

\$ 470 69

With interest at 5 per cent per annum from Sept. 4, 1915,  
to the date of settlement.

Goods lost on *Medora*, May 2, 1918—

Invoice value . . . . .	£2,254.1.7	—	\$11,058 73
	Add 25%		2,764 68
			<hr/> 13,823 41
Insurance received . . . .	\$11,033 81		
Less 1% . . . . .	110 33		
	<hr/> 10,923 48		
Less premium paid . . . .	242 49		

10,680 99 — 10,680 99

3,142 42

With interest at 5% per cent per annum from May 2, 1918,  
to the date of settlement.

Goods lost on <i>Lake Michigan</i> , April 16, 1918—			
Invoice value . . . . .	£2,278.15.6	—	\$11,179 90
	Add 25%		2,794 97
			<u>13,974 87</u>
Insurance received . . . . .	\$11,455 74		
Less 1% . . . . .	114 55		
	<u>11,341 19</u>		
Less premium paid . . . . .	400 95		
	<u>10,940 24</u>	—	<u>10,940 24</u>
			3,034 63
With interest at 5% per cent per annum from April 16, 1918, to date of settlement. . . . .			<u>\$6,647 74</u>

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category 9, and I find that \$6,647.74 is fair compensation to Nisbet & Auld, Ltd., with interest as indicated, from the date of sinking of each of the above vessels.

February 13, 1926.

JAMES FRIEL,  
*Commissioner.*

#### DECISION

##### Case 1254

##### *Re* PORTER & COMPANY

This is a Canadian firm. The claim is on account of forty-nine crates of earthenware shipped from Manchester, England, on the ss. *Manchester Commerce*, which was sunk by mine off the coast of Ireland October 27, 1914.

Claimants had no insurance.

I would allow the claim at the amount declared, £438 8s. 8d., which is equivalent to \$2,126.46 in Canadian money with interest at the rate of 5 per cent per annum from the date of loss, October 27, 1914, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$2,126.46 fair compensation to the claimant company, with interest as indicated.

March 17, 1926.

JAMES FRIEL,  
*Commissioner.*

#### DECISION

##### Case 1255

##### *Re* G. B. RYAN & COMPANY

Claimants are Canadians.

The claim is on account of the loss of a shipment of goods from England by the ss. *Hesperian*, lost when that ship was sunk by enemy submarine September 4, 1915.

There was no war risk insurance.

I would allow the claim at the amount declared, £58 9s. 6d., or the equivalent in Canadian currency. \$286.88, plus 25 per cent as usual, increased value of goods to the owners at the time of loss, expenses, etc., \$71.72.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$358.60 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from the date of sinking, September 4, 1915, to date of settlement.

June 15, 1926.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1256

*Re G. HAROLD STICKNEY*

The claimant is a Canadian. He claims for British goods shipped to him to the invoiced value of £41.9s. 6d. lost on the ss. *Durango*, captured by enemy submarine and sunk August 26, 1917.

We have been allowing 25 per cent over the invoice price of goods to the merchant in cases of this kind, and I would allow claimant \$250.00.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$250.00 is fair compensation to G. Harold Stickney with interest at the rate of 5 per cent per annum from August 26, 1917, to the date of settlement.

March 9, 1926.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1257

*Re TOOKE BROS., LIMITED*

Claimants are a Canadian corporation.

The claim is on account of the loss of a consignment of goods from British manufacturers shipped on the ss. *Manchester Commerce*, which was sunk by enemy mine on October 27, 1914.

There was no war risk insurance on the goods.

I would allow the claim at the amount declared and proved, \$887.34, with interest at the rate of 5 per cent per annum from the date of loss to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$887.34 fair compensation to the claimant company, with interest as above indicated.

August 6, 1926.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1258

*Re THORNTON & DOUGLAS, LIMITED*

Claimants are a Canadian corporation who were owners of goods shipped from England on vessels which were sunk by enemy action. They had no war risk insurance.

I would allow claimants the value of their goods at invoice prices, plus 10 per cent increase, to cover expenses and enhanced value at time of loss, as follows:—

Loss on ss. <i>Hesperian</i> , sunk September 4, 1915 . . . . .	£117 13s. 1d.—\$	577 22	
Plus 10 per cent. . . . .		57 72	\$ 634 94
<hr/>			
Loss on ss. <i>Lake Michigan</i> , sunk April 16, 1918. . . . .	£293 0s. 2d.—\$	1,437 53	
Plus 10 per cent. . . . .		143 75	1,581 28
Loss of ss. <i>Medora</i> , sunk May 2, 1918 . . . . .	£185 7s. 10d.—\$	909 55	
Plus 10 per cent. . . . .		90 95	1,000 50
<hr/>			
Total . . . . .			\$3,216 72

with interest in each case at 5 per cent from date of loss.

The claim seems to have been assigned to the Royal Bank of Canada who should be made beneficiaries with the claimants.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find that \$3,216.72 is fair compensation to the claimants with interest as above indicated to date of settlement.

JAMES FRIEL,

September 25, 1926.

Commissioner.

#### DECISION

##### Case 1259

#### *Re* WOMEN'S GENERAL PATRIOTIC LEAGUE

The claim is on account of loss of a quantity of knitted goods which were on the ss. *Annapolis*, sunk by enemy submarine April 19, 1917.

The claimant society surrendered its charter as a war charity and discontinued active work and its assets including this claim were by resolution donated to the Young Women's Christian Association of Moncton of which Mrs. Lodge is president.

The claim is allowed at the amount declared with interest from date of loss.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$135.00 is fair compensation for this claim, payable through Mrs. Adelaide Lodge, or whoever is president of the Young Women's Christian Association at the time, with interest at the rate of 5 per cent per annum from April 19, 1917, to the date of settlement.

JAMES FRIEL,  
Commissioner.

March 10, 1926.

#### DECISION

##### Case 1260

#### *Re* WINNIPEGO CHURCH GOODS COMPANY LIMITED

Claimants are a Canadian corporation, the shareholders in which are all Canadians. They deal in church and school furniture and supplies. The claim is on account of loss of a shipment of goods from Lyons, France, to claimants

by the ss. *Medora*, sunk by enemy submarine off the coast of Ireland, May 2, 1918. The goods were insured. They claim loss of profits based on the retail value of the goods delivered. Loss of profit cannot be allowed, but I would allow 25 per cent on cost of goods for enhanced value and expenses not otherwise covered.

Invoice price of goods.. . . . .		\$998 02
Shipping charges.. . . . .		97 26
		<hr/>
		\$1,095 28
Add 25 per cent.. . . . .		273 82
		<hr/>
		\$1,369 10
Insurance.. . . . .	\$1,103 87	
Less collecting fees.. . . . .	16 56	
	<hr/>	1,087 31
		<hr/>
		\$ 281 79

The claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$281.79 is fair compensation to the claimants, the Winnipeg Church Goods Company Limited, with interest at the rate of 5 per cent per annum from the date of loss, May 2, 1918, to date of settlement.

April 8, 1926.

JAMES FRIEL,  
*Commissioner.*

#### DECISION

##### Case 1261

*Re E. F. WALTER & COMPANY REGISTERED*

57 Claimant is Ernst Ferdinand Walter, a British subject naturalized in Canada. His claim is for loss of a shipment of goods consisting of 33 bales of saddle felt consigned to him by the manufacturers in England, lost on the ship *Manchester Commerce*, which was sunk by mine October 27, 1914, off the Irish Coast while on a voyage from Manchester to Montreal. There was no war risk insurance.

I would allow the claim at the amount declared, \$786.55, being the invoice price of the goods, with interest at the rate of 5 per cent per annum from the date of the loss, October 27, 1914, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$786.55 fair compensation to the claimant with interest as above indicated.

August 10, 1926.

JAMES FRIEL,  
*Commissioner.*

#### DECISION

##### Case 1262

*Re MACLEAN, BENN AND NELSON, LIMITED*

Claimants are a Canadian corporation who claim for the loss of a shipment of goods seized by the Germans at Antwerp at the commencement of the war and on account of another shipment of goods lost on the ss. *Manchester Commerce*, sunk by enemy submarine October 27, 1914. There is a third item for

cost of obtaining release of some German goods belonging to them seized by the British Government in August, 1914.

This claim was heard by the late Commissioner who noted it for allowance at the amount of the first two items, \$270.89 and interest.

The third item does not come under any of the categories of the Annex.

I would allow interest from the date of loss of the second shipment.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find that \$270.89 is fair compensation to claimants with interest at 5 per cent per annum from October 27, 1914, to date of settlement.

November 12, 1926.

JAMES FRIEL,  
*Commissioner.*

DECISION

Case 1263

*Re* LEWIS BROTHERS

Claimants are a Canadian corporation and claim on account of loss of merchandise, cutlery from England, sunk with the ss. *Hesperian*, September 4, 1915. The invoice value declared was \$875.05. There was no war risk insurance.

The claim was heard by the late Commissioner, who noted it for allowance at the amount declared and proved with interest and I would allow the interest from the date of loss, September 4, 1915.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find that \$875.05 is fair compensation to the claimants with interest at 5 per cent per annum from the date of loss to the date of settlement.

November 12, 1926.

JAMES FRIEL,  
*Commissioner.*

DECISION

Case 1264

*Re* HEILIG, JOSEPH & Co., LIMITED

Claimants are a Canadian corporation with a Dominion charter.

They claim on account of the loss of a shipment of merchandise consisting of woollen and cotton goods on the ss. *Lake Michigan*, when that ship was sunk by enemy submarine April 13, 1918. There was no war-risk insurance.

The invoice prices of the goods total \$10,290.37 which seems to include freight.

The claimant declared that the actual value of the goods landed in this country was \$11,833.87.

The claim was heard by the late Commissioner who noted it for allowance at that amount, namely \$11,833.87, with interest.

I agree with that decision, and would recommend interest to run from the date of loss, April 13, 1918, at the rate of 5 per cent per annum to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$11,833.87 fair compensation to the claimant company, with interest as above indicated.

December 1, 1926.

JAMES FRIEL,  
*Commissioner.*

## DECISION

## Case 1265

Re P. P. MARTIN & Co. LIMITED

Claimants are a Canadian corporation. They claim on account of the loss of a shipment of goods belonging to them which was on board the ss. *Manchester Commerce* from England when that ship was sunk by enemy submarine off Tory Island, Ireland, on October 27, 1914. The goods were not covered by war risk insurance.

Claimants filed a further claim for war risk insurance premiums paid by them on subsequent importations of goods during the war. The latter claim cannot be allowed, as it does not come within any of the categories of the Annex. It does not represent any destruction or injury to person or property of the claimant, but rather represents the amount which the claimant paid for insurance against the possibility of the destruction of the goods by enemy action. It represents moreover an expenditure that would be added by them to the selling price of the goods.

The claim was heard before the late Commissioner at Montreal in June, 1923, who marked it for disallowance in respect to that part of the claim on account of the war risk premiums paid and for allowance on account of the goods lost by the *Manchester Commerce*, the value of which was \$551.89.

The claim falls within the First Annex to Section I, Part VIII of the Treaty of Versailles, Category 9, and I find that \$551.89 is fair compensation to the claimant with interest at 5 per cent per annum from the date of loss to the date of settlement.

December 1, 1926.

JAMES FRIEL,  
Commissioner.

## DECISION

## Case 1266

Re THE W. R. BROCK COMPANY LIMITED

Claimants are a Canadian corporation. They claim compensation for the loss of goods sunk on the ss. *Manchester Commerce* October 27, 1914, and for loss of profits on the same.

This latter item cannot be allowed but I would allow 10 per cent for the enhanced value of the goods at the time of loss over their invoice price and for certain expenses disbursed. There was no war risk insurance.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$4,377.27 fair compensation to the claimant company, with interest at the rate of 5 per cent per annum from the date of loss, October 27, 1914, to date of settlement.

December 15, 1926.

JAMES FRIEL,  
Commissioner.

## DECISION

## Case 1267

Re CASSIDY'S LIMITED, IMPORTERS

This claim is, in the first place, on account of the loss of a shipment of goods belonging to claimants, sunk with the ss. *Manchester Commerce*, October 27, 1914.



The value of the goods declared and proved was \$840.80. There was no war risk insurance.

Claimants also filed a claim for \$230.54, amount paid by them for goods bought in Germany which were not shipped. This claim does not come within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles, but could be taken care of under Article 296. It will have to be disallowed.

The claim on account of the loss of the goods on the ss. *Manchester Commerce* will be allowed, at the amount declared and proved, namely \$840.80, with interest at the rate of 5 per cent per annum from the date of loss, October 27, 1914, to date of settlement.

That part of this claim in respect to the goods lost with the ship, falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$840.80, fair compensation to the claimants with interest as above indicated.

December 10, 1926.

JAMES FRIEL,  
Commissioner.

### DECISION

#### Case 1268

#### *Re HENRY DOBELL & COMPANY, LIMITED*

Claimant is a Canadian corporation. The claim is on account of a shipment of nitrate of lead and sugar of lead for the joint account of the consignor and themselves from Manchester, England, to Montreal, on the ss. *Manchester Commerce*, sunk by mine off the coast of Ireland, October 27, 1914.

The claim was heard before the late Commissioner at Montreal in June, 1923, and he noted it for allowance at the amount declared and I agree.

I would allow interest from the date of loss.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$546.50 fair compensation to the claimant with interest at the rate of 5 per cent per annum from the date of loss to the date of settlement.

December 13, 1926.

JAMES FRIEL,  
Commissioner.

### DECISION

#### Case 1269

#### *Re FASHION CRAFT MANUFACTURERS LIMITED*

Claimants are a Canadian corporation. They make clothing. Their claim is for compensation on account of the loss of woollens and trimmings shipped them from England on steamers that were sunk by enemy action, as follows on:—

The <i>Hesperian</i> , sunk September 4, 1915. (Insurance received \$840.00.) Invoices . . . . .	\$745 78
The <i>Lake Michigan</i> , sunk April 16, 1918. (Insurance received \$627.00.) Invoices . . . . .	609 98
The <i>Medora</i> , sunk May 2, 1918. (Insurance received \$7,780.00.) Invoices . . . . .	7,572 46

Claimants ask for compensation for profits that they might have received if the goods had been manufactured, claiming about 100 per cent under that head. Allowance of profits is not contemplated by the Annex.



## DECISION

## Case 1270

*Re* HENRY MORGAN & COMPANY LIMITED

Claimants are a Canadian corporation. They claim on account of the loss of merchandise shipped on the following steamers and sunk by enemy submarine:—

<i>Indrani</i> , sunk June 27, 1915, merchandise value . . . . .	\$ 245 17
<i>Hesperian</i> , sunk September 4, 1915 . . . . .	547 66
<i>Carthagiman</i> , sunk June 14, 1917 . . . . .	1,500 25
<i>Lake Michigan</i> , sunk April 16, 1918 . . . . .	1,471 90
<i>Medora</i> , sunk May 2, 1918 . . . . .	1,500 15
	\$5,265 13

The claim was for the invoice price of the goods.

The claim was before the late Commissioner at Montreal in June, 1923, who noted it for allowance at the amount claimed with interest.

I agree and would have the interest run from the date of loss in each case.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$5,265.13 fair compensation to the claimant with interest as from each respective date, at the rate of 5 per cent per annum to date of settlement.

JAMES FRIEL,  
*Commissioner.*

December 16, 1926.

## DECISION

## Case 1271

*Re* NORMANDIN & TURCOTTE LIMITED, IMPORTERS

Claimants are Canadians. They claim on account of the loss of two cases of men's felt hats, lost by them when the ss. *Hesperian* was sunk by enemy submarine September 4, 1915. The invoice price of the goods was \$334.62. They also claim for interest and loss of profits. There was no insurance.

The claim was heard before the late Commissioner at Montreal in September, 1923, and he noted it for allowance at the invoice price of the goods, plus profits, but I do not think it proper to allow for prospective gains. At the time of the loss, the goods would have had an enhanced value, and I would allow 25 per cent over the cost to cover such increased values, expenses, etc., making a total of \$418.27.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$418.27 fair compensation with interest at the rate of 5 per cent per annum from the date of loss, September 4, 1915, to date of settlement.

JAMES FRIEL,  
*Commissioner.*

December 10, 1926.

## DECISION

## Case 1272

*Re* SAXE CLOTHING COMPANY, LIMITED

Claimant is a Canadian. The claim is on account of merchandise lost in the sinking of the ss. *Hesperian*, September 4, 1915. The invoice value of the goods was £504 or \$1,491.45. There was no War Risk insurance.

This claim was before the late Commissioner at Montreal in June, 1923, who noted it for allowance at the amount declared with interest. I agree and will allow interest from date of loss.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$1,491.45 fair compensation to the claimant with interest at 5 per cent per annum from the date of loss to date of settlement.

December 14, 1926.

JAMES FRIEL,  
Commissioner.

### DECISION

#### Case 1273

#### *Re* SOCIETY BRAND CLOTHES LIMITED

Claimant is a Canadian corporation. The claim is on account of the loss of a shipment of merchandise consisting of linen, canvas, woollen and other goods on the ss. *Medora* when that ship was sunk by enemy submarine May 2, 1918. There was no insurance.

This claim was heard before the late Commissioner in Montreal, June, 1923, who noted it for allowance at the amount declared, namely \$1,252.84, with interest.

I agree, and allow interest at the rate of 5 per cent per annum from the date of loss, May 2, 1918, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$1,252.84 fair compensation to the claimant company, with interest as indicated.

December 14, 1926.

JAMES FRIEL,  
Commissioner.

### DECISION

#### Case 1274

#### *Re* THE THOMAS COMPANY LIMITED

Claimants are a Canadian corporation. They claim on account of a shipment of crockery lost when the ss. *Manchester Commerce*, was torpedoed October 27, 1914. They claim 25 per cent additional on the invoice price of the goods stating that the withdrawal of men from the potteries and a heavy demand for war requirements, supply was curtailed and prices advanced, and that it took them a long time to replace the lost goods they being able to do so, only at much higher prices. There was no insurance.

This case was heard before the late Commissioner at Montreal, in June, 1923, who noted it for allowance at the amount claimed, namely the invoice price plus 25 per cent enhanced value of the goods when lost, \$741.06.

I agree and would have the interest run from the date of loss, October 27, 1914, at the rate of 5 per cent per annum to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$741.06 fair compensation to claimant company, with interest as above indicated.

December 15, 1926.

JAMES FRIEL,  
Commissioner.

## DECISION

## Case 1275

## Re WEBSTER &amp; SONS, LIMITED

Claimants are a Canadian corporation. They claim compensation for a shipment of bricks, fire-clay and drain pipes consigned to them and owned by them which was on the ss. *Indrana*, and went down with that ship when she was sunk by enemy submarine, June 27, 1915. There was no insurance.

The case was before the late Commissioner at Montreal, in June, 1923, who noted it for allowance at the amount declared and proved, \$1,918.15 with interest. I would have the interest run from the date of loss.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$1,918.15 fair compensation to the claimants with interest at the rate of 5 per cent per annum from the date of loss, June 27, 1915, to the date of settlement.

JAMES FRIEL,

December 15, 1926.

Commissioner.

## DECISION

## Case 1276

## Re T. EATON Co., LIMITED

Claimants are a Canadian corporation. They claim on account of the loss of goods on different ships sunk by the enemy and for goods in storage seized by the German authorities at Antwerp, Belgium.

The claim for loss of goods on the ships destroyed according to the full list shown, will be allowed at the invoice price, plus the freight, less the net amount of War Risk insurance received, with interest in each case at the rate of 5 per cent per annum from the date of loss to date of settlement.

The compensation will be allowed for the goods taken at Antwerp at the invoice price plus storage, with interest from the 10th January, 1920, the date of the ratification of the Treaty.

No special damages were proven.

## LOSS OF GOODS ON VESSELS DESTROYED BY ENEMY SUBMARINE

Vessel	Date sunk	Invoice value of goods		Freight charges	Total		Net Insurance	Award	Interest at 5 per cent from			
		\$	cts.		\$	cts.				\$	cts.	
Manchester												
Commerce	Oct. 27/14	8,146	56	450	14	8,596	70	8,596	70	Oct. 27/14		
Vosges	Mar. 27/15	509	64			509	64	509	64	Mar. 27/15		
Indrani	June 27/15	7,010	82	284	77	7,295	59	7,295	59	June 27/15		
Arabic	Aug. 19/15	5,123	21	164	13	5,287	34	5,287	34	Aug. 19/15		
Hesperian	Sept. 4/15	41,834	25	1,742	84	43,577	09	5,490	37	38,086	72	Sept. 4/15
Cacique	Feb. 15/17	1,090	52	107	36	1,197	88	1,197	88	Feb. 15/17		
Carthaginian	June 14/17	9,110	31	199	55	9,315	86	1,923	64	7,392	22	June 14/17
Minnchaha	Sept. 7/17	2,436	65	67	81	2,504	46	2,504	46	Sept. 7/17		
Assyria	Aug. 26/17	2,226	01	33	33	2,264	34	2,264	34	Aug. 26/17		
Andania	Jan. 27/18	6,146	66	68	32	6,214	98	6,214	98	Jan. 27/18		
Seagull	Mar. 17/18	2,715	56	29	69	2,745	25	945	84	1,799	41	Mar. 17/18
Trinidad	Mar. 22/18	2,535	82	28	72	2,564	54	884	93	1,679	01	Mar. 22/18
Peranian	April 15/18	5,462	96	125	18	5,588	14	5,588	14	April 15/18		
Lake Michigan	April 16/18	33,813	33	333	53	34,146	86	20,302	62	13,844	24	April 16/18
Thorsa	May 2/18	1,239	76	17	78	1,257	54	437	52	820	02	May 2/18
Medora	May 2/18	24,761	20	472	62	25,233	82	10,139	62	15,094	30	May 2/18
Milwaukee	Aug. 31/18	2,436	04	70	33	2,506	37	2,506	37	Aug. 31/18		
Tibourne	Sept. 29/18	1,288	54	88	92	1,377	46	1,377	46	Sept. 29/18		
Montfort	Oct. 1/18	21,446	57	138	78	21,585	35	5,857	82	15,727	53	Oct. 1/18
		179,340	41	4,428	80	183,769	21	45,982	26	137,786	95	

## GOODS SEIZED AT ANTWERP, BELGIUM, BY GERMAN AUTHORITIES

Mdsc. F. Laborge Lanney . . . . .	Frs. 2,201 65	\$ 418 31
Storage, C.P.R., Antwerp . . . . .	" 45 85	8 71
Mdsc. F. & H. Carissimo, Roubaix . . . . .	Frs. 2,976 10	565 46
Storage, C.P.R., Antwerp . . . . .	£3 8s. 2d.	16 72
Award . . . . .		\$1,009 20

With interest at 5 p.c. per annum from January 10, 1920.

This claim falls within the First Annex to Section (I) of Part VIII of the Treaty of Versailles, category (9), and I find \$138,796.15 is fair compensation to the claimant with interest as above indicated.

January 18, 1927.

JAMES FRIEL,  
Commissioner.

## DECISION

## Case 1277

*Re LUNENBURG FISH COMPANY, LIMITED*

The claimants are a Nova Scotia corporation, the shareholders of which are all Canadian citizens.

The claim is on account of loss of a shipment of fish lost on the ss. *Stephano*, a cargo and passenger steamer plying between St. John's, Nfld., Halifax and New York, which was torpedoed and sunk by a German submarine off the coast of the United States on a voyage from Halifax to New York on October 8, 1916.

The goods were destined for Porto Rico and New York. The portion destined for Porto Rico was 100 tierces of cod fish valued at \$40.00 per tierce. The remainder of the shipment consisted of 59 drums of cod fish valued at \$10.00 per drum. These were the prices at which the goods were sold f.o.b. Halifax. There was no war risk insurance.

Mr. Wm. Duff, M.P., managing director of the claimant company, gave evidence in support of the claim before Dr. Pugsley at Lunenburg, August 21, 1923.

His company had not been paid, and have not received anything on account of the consignment.

I would allow the claim at the amount stated, \$4,590.00.

The claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$4,590.00 is fair compensation to the claimants, with interest at the rate of 5 per cent per annum from October 8, 1916, to the date of settlement.

JAMES FRIEL,  
Commissioner.

January 23, 1926.

## DECISION

## Case 1278

*Re ZWICKER & COMPANY, LIMITED*

The claimants, a Canadian corporation, are fish merchants and exporters and claim on account of two shipments of fish via Halifax on the steamship *Stephano*, under Red Cross Line bills of lading.

The ship was torpedoed by the enemy on or about the 8th day of October, 1916, and the shipments were lost.

The values per invoices filed were \$1,038.31 and \$151.75, respectively, making a total of \$1,190.06.

There was no war-risk insurance but the consignee, Thomas Woodward & Son, of New York, agreed to pay and did pay, to the claimants 50 per cent of the amount of the invoices, leaving a net loss to the shippers of \$595.03, which they claim and which should be allowed.

The claim falls within the First Annex to Section (I) of Part VIII of the Treaty of Versailles, category (9), and I find \$595.03, as compensation, with interest at the rate of 5 per cent per annum from date of loss to date of settlement.

December 9, 1925.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1279

*Re* ROBIN, JONES & WHITMAN

Cargo of fish of ss. *Stephano*, sunk by enemy submarine October 8, 1916.

This is taken care of in judgment by Mr. Friel in Robins, Jones & Whitman file, loss of Schr. *Perce*. See List No. 672 and corresponding Decision.

DECISION

Case 1280

*Re* VERRET, STEWART & COMPANY, LIMITED

This claim is on account of the loss of a shipment of coarse salt from Liverpool, by the ss. *Manchester Commerce*, lost when that ship was sunk October 27, 1914.

The goods at invoice price were of the value of £632 16s. 11d., or \$3,094.63 in Canadian money at the time. There was no war risk insurance.

I would allow the claim at the amount declared, with interest at the rate of 5 per cent per annum from the date of loss, October 27, 1914, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$3,094.63 fair compensation to the claimant company, with interest as above indicated.

August 11, 1927.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1281

*Re* EXCELSIOR STRAW WORKS

Claimant is a Canadian. The claim is on account of the loss of a shipment of goods, namely—cotton and silk ribbons consigned by French manufacturers, which was lost when the ss. *Hesperian* was sunk by enemy action September 4, 1915. There was no war risk insurance.

I would allow the claim at the amount declared and proved, being the invoice price, \$568.93, plus 15 per cent for enhanced value of the goods and expenses with interest at the rate of 5 per cent per annum from the date of the sinking of the vessel, September 4, 1915, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$654.27 fair compensation to claimant, with interest as above indicated.

November 3, 1927.

JAMES FRIEL,  
Commissioner.

## CLASS F

THE LATE COMMISSIONER PUGSLEY'S DECISIONS APPROVED BY  
COMMISSIONER FRIEL  
CANADIAN PROPERTY LOST IN GERMANY OR OCCUPIED TERRITORY

Case No.	Claimant	Nature of Claim	Amount Claimed		Decision	
			\$	cts.	\$	cts.
1282	Bristol, Mrs. Mary D.	Clothes left in Germany.				
1283	Murphy, Mrs. Anna.	Effects lost in Germany.	2,000	00	Dismissed	
1284	Rabin, Albert H.	Damage to property in Russia.		160	"	
1285	Dunn, Mrs. J. J. (Houssin).	Loss of property in Belgium during German invasion.	35,000	00	"	
			10,619	54	4,500	00

## COMMISSIONER FRIEL'S DECISIONS

1286	Becker, Emile.	Loss rents in Belgium during war.	2,104	65	Dismissed	
1287	J. J. Cusock Co., Ltd.	Loss business in France during war.	22,170	33	"	
1288	Pulford Drug Co., Ltd.	Merchandise seized at Antwerp, August, 1914.		62	"	
1289	Stocks, Mrs. Emily.	Property, cash, etc., left with Belgian landlady.	5,445	77	"	
1290	Schmarje, Geo. F.	Claim against estate in Germany as beneficiary.	8,000	00	"	
1291	Sack, Manuel.	Revenue from estate in Russia.	7,000	00	"	
1292	D. & J. Sadlier & Co.	Merchandise lost in Belgium.	12,709	52	"	
1293	Shabaz, Odishaw.	Property destroyed by Turks.	12,905	00	"	
1294	Towler, Mrs. Marian.	Share in German estate lost, due to depreciation of the mark.	1,312,300	00	"	
1295	Ward, Mrs. Annie B.	Trunk left in Dresden with landlady.	1,020	00	"	
1296	Wolsey, Thos. (dec'd).	Property seized by Bolsheviks.	4,500	00	"	
1297	Doushkess, Israel.	Merchandise seized in Brussels.	23,358	32	"	
1298	Amdur, Nathan.	Expenses of search for daughter in Russia.	6,000	00	"	
1299	Amdur, Miriam.	Destruction of property in Russia.	10,500	00	"	
1300	Silbermann, Fred.	Loss of rents in Belgium.	Not stated		"	
1301	Vanoudhensen, Madeleine.	Property destroyed in France.	5,985	44	"	
1302	Eshoo, Roy. E. Odishoo.	Property destroyed by Turks.	29,132	09	"	
1303	Bruno, Prof. Howard D.	Effects confiscated in Germany and sold.	1,000	00	1,000	00
1304	Rowland, James L.	Furniture, etc., abandoned in France.	1,393	50	1,393	50
1305	Western Commercial Co., Ltd.	Merchandise seized at Antwerp, Feb. 28/16.	153	12	153	12
1306	McEwen, Sarah E. (dec'd)	Trunk seized at Antwerp, 1914.	300	00	300	00
1307	Canada Cement Co., Ltd.	Seizure of plates at Antwerp, Oct. 6/17.	1,545	00	775	00
1308	Rubinovich & Haskell, Ltd.	Seizure of merchandise at Antwerp.	365	71	365	71
1309	Warner, Mrs. Susanne R.	Loss property, injury health, August, 1914.	1,398	00	368	00
1310	Simard, Dr. Emile.	House, furniture, etc., Brussels, 1914.	5,625	00	5,625	00
1311	Brandama, Hendrik.	Property destroyed in Belgium, June, 1917.	361	87	361	87
1312	Dionne, Arthur.	Property destroyed in Belgium, 1914.	1,500	00	400	00
1313	Macrae, John O.	Property destroyed in Belgium.	5,916	76	6,000	00
1314	Bourgeault, Dr. Victor.	Books, surgical instruments seized in Serbia.	500	00	500	00
1315	Bradley, Geo.	Household goods, etc., Antwerp, 1914.	1,371	31	500	00
1316	Langlois, Godfrey.	Effects seized in Brussels.	1,000	00	1,000	00
1317	MacIntosh, Geo. C.	Personal effects and personal injury in Poland.	5,328	28	1,500	00
1318	MacIntosh, Carlton M.	Effects and machinery seized in Poland.	4,121	12	1,000	00
1319	Sickle, Richard Van.	Effects and furniture seized in Roumania.	3,645	23	3,645	23
1320	Perkins, Jacob Robert.	House, buildings, furniture, in Poland.	11,602	98	5,267	68
1321	Bosseuyt, Constant.	Property seized in Belgium.	1,700	00	1,000	00
1322	Farrell, Mrs. Victorine.	Property seized in Belgium.	2,340	00	2,340	00
1323	Gintzburger, Maurice (dec'd).	Visiting France, abandoned belongings, 1914.	4,168	21	3,000	00
1324	LeClech-Gardin, Mrs. M.	Property seized in France.	32	75	32	75
1325	Jennings, Mrs. Madeleine.	Property seized in Belgium.	300	00	300	00
1326	Menger-Morgan, Mrs. A. H.	Property, furniture, effects seized at Antwerp, 1914.	1,015	32	1,015	32
1327	Thompson, Mrs. Lucie I.	Property seized in France.	600	00	600	00
1328	Zimmermann, Mrs. W. J.	Furniture, effects, etc., seized in Roumania, 1917.	17,000	00	1,600	00
1329	Canadian National Rly. Co. (G.T.R.).	Office furniture, etc., seized at Antwerp, 1914.	1,179.	68	279	47



## COMMISSIONER FRIEL'S DECISIONS

CANADIAN PROPERTY LOST IN GERMANY OR OCCUPIED TERRITORY—*Cont.*

Case No.	Claimant	Nature of Claim	Amount claimed		Decision
			\$	cts.	
1330	Loebel, Wm.....	Seizure of property in Roumania, and loss of life of mother and sister.	104,317	37	5,250 00
1331	Standard Imports, Ltd.	Merchandise stolen at Antwerp, 1914.....	701	69	701 69
1332	Michael, Khamis.....	Damage to property by Turks and loss of life of son.	56,377	00	3,000 00
1333	Constantin, W.....	Unfair assessment of damage by Serbian authorities	Not stated		No action
1334	Lazarus & Rosenfeld....	Goods seized.....	1,001	29	"
1335	McManus, Thomas J.....	Loss of property in France.....	1,500	00	"
1336	Rosenthal, M. L.....	Damage to flour mill in Poland.....	Not stated		"
1337	Cameron, Bruce E.....	Property left in Germany.....	2,000	00	"
1338	Canadian Pacific Railway Co.	Property losses at Antwerp.....	8,195	50	Withdrawn
1339	Surani Oilfields, Ltd.....	Damage to plant and oilfields at Prebora....	Not stated		No action
1340	Flachs, Adolf.....	Goods seized at Bucharest.....	"	"	"
1341	Leslie, Charles Edgar... (Danielervier)	Property pillaged at Amiens.....	291	83	"
1342	Librairie Beauchemin... Ltd.	Books seized in Belgium.....	15,000	00	15,000 00
1343	Mignault, Col. Arthur...	Business, stock and equipment at Brussels...	247,000	00	7,500 00
1344	Van-Jendorpe, Chas.....	Loss property and castle in Belgium.....	2,702	00	2,702 00
			2,027,873	98	78,096 34

## DECISION

## Case 1282

*Re* MRS. MARY D. BRISTOL

This is a claim for personal effects which were left in Germany by the claimant at the outbreak of the war and which were not recovered. The amount of the claim is \$2,000.

At a sittings held before me at Toronto on May 12, 1924, the claimant appeared and gave evidence. She stated that she was born in Canada and is a British subject and was visiting in Germany with her nephew prior to the outbreak of the war, and with the assistance of friends they received permission to leave the country and enter Switzerland. They had, however, to leave their belongings behind them. They left all their clothing, consisting of three trunks and a hat box, which were filled with different articles of wear, toilet silver, valuable old lace and presents. She values the contents of these trunks at about \$2,000. Mrs. Bristol stated that she did her best to trace them. They were left in charge of a Prof. Anton Pfeiffer. This man disappeared and she has had no trace of her belongings since. A letter was received from the Professor some time ago in which he stated that having American trunks in his possession caused suspicion to be directed at him and he had given away most of the clothing because the moths were getting in them.

I stated that the difficulty in this case was that the goods were not molested or seized by the German authorities, but were entrusted by the claimant to a friend who was obliged to dispose of them. I find, therefore, that this is a claim which does not come within the provisions of Annex 1 of Part 8 of the Treaty of Versailles and I am obliged to disallow it.

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1283

Re Mrs. ANNA MURPHY

This is a claim for the value of personal belongings lost in Germany and is for the sum of \$150.00.

The claimant appeared before me at Toronto on May 15, 1924, and gave evidence.

This was a new claim, there being no documents on file previously and the evidence taken before me at Toronto constituted the record.

She stated she is a British subject and was born in Toronto and now resides there. Early in 1914, she was touring in Europe with her two daughters aged eighteen and twenty, respectively, and was in the city of Berlin in the spring of 1914, and was there when the war broke out in August of that year. She was boarding at an establishment known as the "Pension Fischer" which is located on Kurfurstendamm street, where they remained until 1914. She and her daughters were allowed to leave the country by way of Holland and return to England.

They had with them in Germany, six trunks and a travelling bag in which they had stored three travelling rugs and three cushions valued at \$45.00. The trunks contained various articles of clothing, underwear, china, knives and forks, and carved articles which she had purchased at Ober Ammergau.

Mrs. Murphy had as well, material of a very expensive nature which she was hoping to have made into costumes. When they left Germany, they took with them three trunks but left the three remaining trunks and the travelling bag together with a card-board box at the Pension to be stored. They did not take all of their belongings because of the great expense in travelling and they were told by the Germans that the war would be over by Christmas when they hoped to return to Berlin and claim their property.

They did not return until two years ago, that is to say about 1921, and in the interval it was impossible to communicate with the landlady in order to ascertain whether the belongings were safe. Upon their return in 1921, after some difficulty they succeeded in obtaining the trunks, travelling sack and a card-board box which was filled with odds and ends. The travelling sack had been forced open, the cushions and rugs had disappeared and the trunks filled with old clothing and shoes, etc. All the trunks had been opened and many articles of value had been removed, including many carving pieces and the two pieces of material which she valued so highly out of which she was to have had costumes made.

She valued the missing articles at \$150.00. (It is not clear to me whether this \$150.00 is meant to include the \$45.00 being the value of the rugs and cushions above stated, or whether it is just the value of the articles missing from the three trunks.)

The claimant is convinced that the seizure of these articles was done by the German police because before they left Germany the police had come and searched the belongings of a Russian who had been staying at the house with them.

The claimant also related a number of distressing circumstances in connection with her stay in Berlin after the outbreak of war, particularly with reference to the inconvenience caused her because she had no money, her Letter of Credit being of no value there.

I expressed an opinion that the difficulty in this case would be to bring the loss within the categories of Annex I to Part VIII of the Treaty, and I am obliged to disallow this claim there being no evidence that the claimant's property was seized by the German authorities.

WM. PUGSLEY,  
Commissioner.

## DECISION

## Case 1284

*Re* ALBERT H. RABIN

The claimant was born in Russia on the 15th April, 1881, and became a naturalized British subject on the 14th December, 1908, having been naturalized in the Transvaal, as appears by a certified copy of the certificate of Naturalization of that colony.

On the certificate of Naturalization, it is stated that the claimant "is naturalized as a British Subject in the Transvaal, and that he is entitled to all the rights, powers, and privileges and is subject to all obligations to which a natural born British Subject is entitled or subject in this Colony."

The claimant became a resident of Canada in the year 1911 but was not naturalized in the Dominion.

The claim is for the destruction by the Germany Army, of a hotel, brewery, and attached buildings, also the equipment and movable property, valued by the claimant at 50,000 roubles, stated to be equivalent to \$35,000.00 in Canadian money based on the pre-war value of a rouble.

In the claimant's declaration, it is stated that the property destroyed was in the town of Alexandrowskoe, in the County of Rosseini, Province of Kovno, Russia, but in the evidence it is stated to have been in the City of Neustadt, Lithuania, which the witness stated, at the time belonged to Russia.

No explanation was given in the difference of the names where the property was alleged to be situated.

The claimant was examined as a witness and testified that after his naturalization in South Africa, he remained there until 1910, after which he went to the City of Neustadt, Lithuania, and stayed there until 1911, when he came to Canada.

He states that when he arrived in his old birth-place, he found his people had a brewery as well as a hotel but not complete. He says they sold it to him and that he completed it. He did quite an extensive amount of building, and he built up the place in 1911 and left it in charge of his brother to take care of it. He says it was sold to him. He claims that he paid his father about 12,000 roubles for the hotel, that he continued building it and that it cost him about 20,000 roubles to complete. He also says he paid 8,000 roubles for the brewery and spent over 20,000 roubles on it. He also says that the place was in 1895 burned down, and his people started to rebuild the place, got stuck for money and could not continue and that after he returned from South Africa, he bought the place and completed it.

Copies of certificates were filed purporting to be signed by the Chief of Police and other citizens of Neustadt, as to the value of the buildings and stating that the claimant was the owner of the brewery but there was no certificate filed as to his being the owner of the hotel.

There was, however, the evidence of the claimant's sister who had remained in Neustadt and was there when the war broke out but who was at the time of the taking of the evidence in Montreal, corroborating the testimony of the claimant that her brother was the owner of the hotel and brewery.

A peculiar feature of the case was that no Title Deeds conveying the property to the claimant were produced nor was there any correspondence between the claimant and his father or brother nor any vouchers showing the monies paid.

As to the Title Deeds, the claimant stated they had been left at the Registry Office and were destroyed.

The evidence of the claimant's sister, was that the Germans bombarded the City of Neustadt, early in March, 1915, and set fire to the place and destroyed the hotel and brewery.

Another witness, Mr. Samuel Talpus of Montreal, was examined on behalf of the claimant and swore that he knew of the property of Mr. Rabin in Neustadt, very well. He spoke of the hotel which he said must have been 300 or 400 feet long and also of the brewery and other buildings. He stated that he left Russia in 1895, therefore, his evidence with regard to the hotel and brewery must have been based entirely upon his knowledge long before it was alleged that the claimant became the owner. He also stated that he had had a report from his own people since, who pointed out that up to the time of the war, it was the most prosperous establishment in the city.

At the hearing it was stated that an affidavit would be produced from the claimant's brother in Neustadt, substantiating the facts of the claim and corroborating the statement made by Mr. Rabin that he was the owner of the property, but no such affidavit has been submitted.

On the 16th of April, 1924, my Secretary wrote to the claimant's counsel, A. W. Muhlstock, Esq., of Montreal, stating:—

"I have the honour to advise that the matter of the claim for reparation made by Mr. Rabin has been receiving consideration by the Commissioner and I am instructed by him to write to you to advise that the evidence so far produced is very unsatisfactory for the purpose of establishing a good claim.

"The Honourable the Commissioner would like to refer to the evidence given by Mr. Rabin at Montreal on September 19th, when you will remember it was the intention to produce an affidavit from the claimant's brother corroborating the facts. The Commissioner pointed out that it would be of very great importance to have this affidavit covering the size of the building, how many acres comprised the property and the size of the hotel and its contents. It would also seem essential that documentary evidence be furnished of the transfer of this property from the father to the present claimant.

"From the evidence it would appear that the transfers were registered with the Registry Office and it would appear that it would be a reasonable matter to procure a copy of the transfer duly certified by the Registrar. It would also be well for you to furnish information as to whose name the property was assessed in, immediately prior to the German invasion of that part of Russia.

"This step is essential in order to show the property which is the subject of this claim belongs to a British subject resident in Canada.

"I may say, that until satisfactory evidence is produced upon all these points, the matter of this claim will have to stand over."

I am unable to find from the evidence that it has been satisfactorily established that the property alleged to have been destroyed, was owned by the claimant. If it was really owned by him instead of the transaction in fact being that the claimant had advanced monies to assist his family in the rebuilding and operation of the hotel and brewery, one would have thought that either the Title Deeds or Certificate of the Registrar, or an affidavit of the claimant's brother as promised, would have been produced in order to substantiate his claim.

Had I been satisfied that the evidence showed that the claimant had the title to the property destroyed, there would have arisen another question, namely, as to whether the claimant, relying as he does upon a Certificate of Naturalization, in the Transvaal, which only entitles him to the rights, powers, and privileges to which a natural born British subject is entitled *in that Colony*, would give me jurisdiction to make an allowance to him for property destroyed in his birthplace in Russia; however, as I am not prepared to recommend the allowance of his claim upon the grounds of the insufficiency of the evidence, the determination of the effect of the naturalization in the Transvaal is not material.

WILLIAM PUGSLEY,  
Commissioner.

## DECISION

## Case 1285

*Re Mrs. MARIE GEORGETTE DUNN-HOUSSIN*

Claimant is a Belgian woman married December 24, 1919, to a Canadian soldier, a member of the First Contingent who remained in Belgium after the war and is now employed there with the Imperial War Graves Commission.

Claimant owned and occupied a house in the village of Neuve-Eglise, where she carried on a grocery business. This house and premises were damaged when the village was taken by German troops April 10, 1918, and the stock of goods in her store and her furniture were carried off or destroyed by acts of the enemy. Her claim for war damages under the Treaty was disallowed by the Belgian tribunal by reason of her having become a British subject. It was then referred to the British Commission who returned it to Belgium for assessment, and afterwards sent the file to this Commission.

The late Commissioner disallowed the claim on the ground that neither claimant nor her husband was a resident of Canada and I agreed, but recent information from claimant's husband and from the Commandant of the War Graves Commission is to the effect that Dunn is employed in the care of graves of Canadian soldiers, and that when his work is over he will return to Canada to live. Such being the case and under the circumstances generally I would recommend compensation. The actual value of the property destroyed at the last civic valuation in 1914 was accepted by the Belgian Commissaire d'Etat at Frs. 23,669.41. I would disregard his assessment for Remploi, which means under their law multiplying the actual value by a coefficient of 3, 4 or 5 as the case may be, for replacement.

I think that the sum of \$4,500.00 will be fair compensation to the claimant with interest at 5 per cent per annum from April 10, 1918, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, Category (9), and I find \$4,500.00 fair compensation to claimant with interest as above indicated.

JAMES FRIEL,  
*Commissioner.*

December 12, 1927.

## DECISION

## Case 1286

*Re EMILE BECKER*

Claimant is a native of Belgium, who was naturalized as a British subject within Canada in 1911.

He claims on account of loss of rents, during the war, of properties in Belgium in which he had an interest. By reason of the war and German occupation, some of the properties went unoccupied and tenants of other properties did not pay their rent.

It was notified to the claimant by the late Commissioner that the damages in his claim, being for loss of rent, were indirect consequences of conditions of war and as such did not come within any of the categories of the First Annex to Section (I) Part VIII of the Treaty of Versailles, or within the scope of this Commission, and that the claim would therefore have to be disallowed, with which finding of Dr. Pugsley I agree.

JAMES FRIEL,  
*Commissioner.*

April 27, 1926.

## DECISION

## Case 1287

*Re* THE J. J. CUSACK COMPANY LIMITED

(*In liquidation*)

This company was forced into liquidation by the fact that the principal directors were subject to military service by the French Government and obliged to leave for France on the declaration of war.

The controlling interests in the company were held by French shareholders. The French markets were closed to the company and their capital absorbed and their credit with their local bank closed owing to the prolonged absence of the company's directors who were mobilized throughout the duration of the war.

I regret that there is nothing this Commission can do in respect of this claim, which was not pressed further, on explanation to the claimants. Their losses were business losses, not caused directly by enemy act and the claim does not come within any of the categories of the First Annex to Section (I) Part VIII of the Treaty, and is, therefore, disallowed.

August 7, 1926.

JAMES FRIEL,  
*Commissioner.*

## DECISION

## Case 1288

*Re* PULFORD DRUG COMPANY, LIMITED

Claimants are a Canadian corporation.

The claim is on account of the loss of a shipment of perfumes and toilet preparations from Gladstone & Company, Paris, France, July, 1914. The goods were shipped from Paris via Antwerp and were lying there for transportation by the Canadian Pacific Railway Company line to Canada. The goods were lost when the Germans took Antwerp. The claimants refused to pay for the goods as they wanted them shipped via Cherbourg and they were not out of pocket in the transaction. If anyone has a claim, it is the firm in France and they would have to collect through their own Government.

This claim is disallowed.

March 18, 1926.

JAMES FRIEL,  
*Commissioner.*

## DECISION

## Case 1289

*Re* MRS. EMILY FRANCES STOCKS

Claimant is the widow of the Rev. Philip Stocks, a British subject, who was Chaplain of the Church of the Resurrection in Brussels before the war. He and his wife were in Scotland when the war broke out and did not return to Belgium, but came to Canada.

Mr. Stocks put a claim into the British Public Trustee's Office for stipend due him by his church in Belgium, and for furniture, pictures, china, books, plate, private papers, etc. Mr. Stocks being dead the claim was put into the British Foreign Reparation Claims Department by Mrs. Stocks in 1919, and was transferred by that Department to this Commission.

Mrs. Stocks filed a statutory declaration form by which it appears that the Reverend Mr. Stocks and she were in Perth, Scotland, when the war broke out and that they could not get back to Belgium or communicate with their friends there for two years. They had to employ solicitors to sell their furniture to pay the rent, and the claim is in part for the two years' rent they had to pay although not using their home. Some of their personal effects were afterwards returned to them.

Claimant is to be sympathized with on account of her loss, but it is not one that can be attributed to direct enemy action. The Germans, so far as the record shows, did not take her property or destroy it, and they did not molest her husband or herself personally.

There is nothing about the claim that brings it within the authority of this Commission. It does not come within any of the categories of the First Annex to Section (I), Part VIII, of the Treaty of Versailles, and I will have to disallow it.

April 28, 1926.

JAMES FRIEL,  
*Commissioner.*

DECISION

Case 1290

*Re* GEORGE F. SCHMARJE

Claimant is a British subject, naturalized in Canada. He was born in Germany in 1908. He claims for "property and cash left by my mother in a Will presumably confiscated by German Government—total value between \$7,000 and \$8,000."

There is nothing in the record to give further information, and on the face of it the claim is not one which comes within any of the categories of the First Annex to Section (I), Part VIII, of the Treaty of Versailles, and it is not within the scope of this Commission. I would therefore disallow it without prejudice to its being taken up again if there is any further information.

May 12, 1926.

JAMES FRIEL,  
*Commissioner.*

DECISION

Case 1291

*Re* MANUEL SACK

Claimant in his declaration made January 15, 1919, states he is a British subject naturalized in Canada and the owner, with his brother Benjamin G. Sack, also a British subject naturalized in Canada, of real estate in the town of Abely, Russia, valued at \$7,000.00, the same being administered by a trustee in the owners behalf, who collected the rents and other revenue and forwarded the same to claimant in Canada up till a short time before the outbreak of hostilities.

Claimant states that early in the fall of 1915, the town of Abely was invaded by the enemy who seized everything and he never heard anything as to the disposition of his estate.

Claimant was given notice of the different hearings by this Commission in Montreal. In respect to the hearing of June 19, 1923, he wrote he was unable to be present as he required five or six months to obtain the necessary evidence in support of his claim, since the documents, left in the hands of the trustee

administering his estate, were lost in the melee resulting from the Germans invading the town and that he had not heard since from his trustee. Claimant was given further notice of the hearing in Montreal, of October, 1925, and did not present himself or give any reason for his absence.

The claim, indefinite in the declaration and not supported by evidence, or further proceeded with by the claimant, is disallowed.

August 10, 1926.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1292

*Re D. & J. SADLIER & COMPANY*

The claim is for damages against Germany for books, type set plates and brass dies, which were, on August 4, 1914, with Messrs. Brepols, of Turnhout, Belgium, and on account of the possession of Belgian territory by Germany, claimants were unable to get possession of their goods.

The claim filed is on the form of the Foreign Claims Office, trading with the enemy, and the affidavit attached, sworn October 29, 1920, states simply that:

"Henry E. Wall, carrying on business under the name of 'D. & J. Sadlier & Company, Registered,' has a claim for twelve thousand seven hundred and nine dollars and fifty-two (\$12,709.52) against the German Government."

Notice of the different sittings of the Commission in Montreal, were duly given claimants, who were not represented at any of the hearings, and there is nothing further on record in respect of the claim, which is hereby dismissed.

August 10, 1926.

JAMES FRIEL,  
Commissioner.

DECISION

Case 1293

*Re ODISIAW SHABAZ*

The claimant was born in the City of Urmia, Persia, about the year 1855. He came to Canada in 1905 and was naturalized in the District Court of Battleford in December, 1908. He had been preceded to Canada by his son and brother, and apparently a small colony of neighbours who had homesteaded. They are Assyrians.

The claimant took a homestead in 1905 and worked with his brother. These people seem to work and own by families. He went back to Persia in 1909 and bought land and built a house in Urmia. He had retained his vineyard and orchard and all the implements used in that country for farming owned by him when he left Persia, and according to the record still has them. He proceeded to build a home there with the idea of getting his family together again. They were to go back and live in Persia. Before leaving Canada he raised a loan of \$1,000.00 on his quarter section and took the money with him. Afterwards the brother sold the claimant's cattle and sent the money to him. Later he sold a half section of land and sent the money to claimant. The brother sent \$2,700.00 from the sale of other farm lands and \$900.00 from the sale of a lot in Battleford. The son also sent him \$900.00. This was all contributed by the family towards the home in Persia that was to be established by the claimant. The claimant built a suitable residence for the family which was rented in part and which he claims was destroyed by the Turks during the war, although there was no direct evidence given of that fact.



He claims to have maintained his Canadian citizenship by going every year to the British Consul and having his naturalization certificate revised. The claimant said he wanted to keep his British naturalization in order to save his neck. It seems to have been quite useful for that purpose, and in this claim he seeks to make it profitable in a material way. He became naturalized in Canada in order to homestead and acquire property. He disposed of that property and took the Canadian money to Persia where he invested it in buildings and a home with the intention of gathering his family around him and remaining in Persia and not returning to Canada. His property was destroyed in some way during the war, probably by the Turks as alleged, and he comes back to this country and presents his claim for \$12,905.00. Incidentally we have information from Persia that one-half the amount would cover the damages. The claimant seeks to get further Canadian money to take back, no doubt, to his home in Persia. I do not think he has any such right by naturalization or otherwise. It seems to me that notwithstanding his calls on the British Consul he was still, in Persia, a Persian subject.

The terms of my commission authorize me "to assess all claims of British subjects resident in Canada," and the interpretation of the words has been taken to be claims of British subjects resident in Canada at the time the injury was sustained. There may be cases in which I would suggest departing from such a restricted interpretation, but this case is not one of them.

I would disallow this claim.

JAMES FRIEL,  
*Commissioner.*

August 12, 1926.

## DECISION

### Case 1294

*Re* MRS. MARIAN H. TOWLER

This claim is on account of loss of an inheritance. Claimant is a British subject born in England. Her father was a native of Germany who was naturalized in England but returned to Germany and remained there, resuming his German nationality, and it is on account of claimant's share in her deceased father's estate in Germany, which seems to have been lost on account of the depreciation of the mark, that this claim has been put forward.

It does not come within the provisions of the Reparation section of the Treaty of Versailles, that is to say, of the First Annex to Section (I) Part VIII of the Treaty, and there is apparently nothing that this Commission can do for Mrs. Towler. The claim will have to be disallowed.

JAMES FRIEL,  
*Commissioner.*

April 28, 1926.

## DECISION

### Case 1295

*Re* MRS. ANNIE BOOTH WARD

This claim is on account of the loss of a trunk containing furs and other personal effects and clothing left in Dresden, Saxony, a month or so before the outbreak of the war. The goods, valued by the owner at \$1,020, were left in the care of the mistress of the pension where Mrs. Ward and her daughters had been boarding. The woman died in the beginning of 1917 and the goods were sold by her executor. All efforts to trace them after the armistice were ineffectual.

There is no contention in this case that the goods were seized or disposed of by the enemy, the basis of the claim being that after the war broke out, the owner was forced to let the goods remain at the pension as they could not be removed out of the country and subsequently disposal seems to have been the act of an individual, the solicitor and executor of the estate of the deceased, who sold the goods under the misapprehension that they belonged to her estate.

They were not carried off, seized, injured or destroyed by enemy act, using the words of category (9).

I do not see that I can do anything but disallow this claim. This is done with some reluctance as it seems to have been first filed with the Clearing Office in 1920, who could, I think, have dealt with it through the office of the Enemy Debts Committee.

JAMES FRIEL,

Commissioner.

August 6, 1926.

DECISION

Case 1296

Re THOMAS WOLSEY (DECEASED)

Thomas Wolsey was a native of the town of Petrolia, Ontario. He was employed as an oil driller by the Anglo-Russian Oil Company in the Baku District in the southeast of Russia at the time of the outbreak of the Great War. This company was operating oil properties in that District. Wolsey continued at his work with the company in the said District up to the time when the present Russian Government seized the properties. They stripped him of all of his belongings. He eventually got away from the District as a refugee and succeeded in making his way to Bagdad, but was in an absolutely destitute condition when he arrived there. He was afterwards employed by the Anglo Persian Company in their Persian Oil Fields and died there in 1921. His widow was returned to Canada by the Anglo Persian Company and her claim on account of loss of property by her husband was presented informally to the Department of the Secretary of State of Canada by Messrs. Moncrieff & Woodrow, Solicitors of Sarnia, Ontario, from whose letter the above statement of facts is gathered. The claim seems also to have been presented to the British authorities. No formal declaration was filed with this Commission. Nothing further seems to have been done in the matter. Inquiry from the solicitors solicits the fact that Mrs. Wolsey, widow of the deceased, has re-married and moved with her husband to Detroit. The damage seems to have been done by the Russian Government, which would take the case out of the jurisdiction of this Commission.

For the purposes of our records, this claim in so far as it has been presented is dismissed without prejudice to its being taken up again if it can be shown that it is a proper claim for our consideration.

JAMES FRIEL,

Commissioner.

September 7, 1926.

DECISION

Case 1297

Re ISRAEL DOUSHKESS

*Doing business under the registered name of Columbia Leather Company*

Claimant was born in Kovna, Poland. He emigrated to Canada in 1914. He was naturalized in Canada November 28, 1922.

On July 18, 1914, claimant shipped 7 cases of upper leather from London to Brussels to be stored awaiting his arrival. The outbreak of hostilities pre-

vented his going to Brussels and consequently the goods remained in the warehouse. On December 31, 1917, the German authorities seized the same and gave a receipt.

Claimant asks compensation.

Mr. Doushkess was not a Canadian national or British subject at the time of taking of his goods and for that reason his claim cannot be allowed by this Commission.

December 1, 1926.

JAMES FRIEL,  
*Commissioner.*

DECISION

Case 1298

*Re* NATHAN AMDUR

Claimant is of Russian origin and came to Canada with his wife and took up residence in Montreal in August, 1913. He became a naturalized British subject in Canada, March 9, 1917, and on the 2nd October, 1919, a certificate of naturalization was issued him under the new Naturalization Act.

He claims for expenses which he incurred in making trips to Europe in an effort to trace his daughter who was left in Russia with relatives when he and his wife came to Canada.

This claim was heard before the late Commissioner in Montreal September, 1923, who was of the opinion that as the invasion (by the German army) which caused the child to be taken by relatives from the village of Vishky, took place upwards of two years before the claimant became a British subject, the claim could not be considered and should be disallowed.

I agree with this judgment.

The claim is disallowed.

December 2, 1926.

JAMES FRIEL,  
*Commissioner.*

DECISION

Case 1299

*Re* MIRIAM AMDUR

Mrs. Amdur is the wife of the preceding claimant, Nathan Amdur, who came to Canada from Russia August 9, 1913, with his wife the present claimant, and was naturalized in Canada March 9, 1917.

Mrs. Amdur claims for destruction of property owned by her consisting of a house and premises in the village of Vishky, in the county of Dvinsk. As the result of the capture of said village by the German army, claimant's property was completely destroyed after first being pillaged of all its contents. She claims compensation on that account.

This claim was heard before the late Commissioner at Montreal September 1923, who held that as the invasion took place immediately after the commencement of war and lasted for upwards of two years before claimant's husband became a naturalized British subject, the claim could not be considered and I agree with this judgment.

The claim, is, therefore, disallowed.

December 2, 1926.

JAMES FRIEL,  
*Commissioner.*

## DECISION

## Case 1300

*Re* FRED SILBERMANN

Claimant is a Canadian born at Windsor, Ontario, in 1877, and for that reason his claim originally referred to the British Reparation Claims Department was transferred to this Commission.

The basis of the claim is the loss of rent on certain property belonging to claimant in Belgium owing to war conditions. The property itself was not injured nor was it sequestrated.

Claimant was informed by the British Department that had his claim been considered by them, an award could not have been made from their funds as the loss or damage complained of is not such as is contemplated in Annex (I), of the Reparation Clause of the Treaty of Versailles.

I think that decision correct and the claim so far as this Commission is concerned, is disallowed.

JAMES FRIEL,  
*Commissioner.*

February 4, 1927.

## DECISION

## Case 1301

*Re* MADELEINE VANOUHENSSEN, WIFE OF AIME GALARNEAU

Claimant was born at Bailleul, North of France, May 22, 1886. She married Galarneau, a Canadian soldier at Havre, October 8, 1918. Her claim is for war damages on account of the destruction of her household goods and effects and merchandise and furniture in her perfumery shop, when Bailleul was taken by the Germans. The claim was submitted to the British Reparation Claims Department in October, 1920, who sent it to the French Reparations Department. An official reported on it as follows:—

C/3420/P2.

## REPORT AND ASSESSMENT

J.W.F.,  
French 140.

Mrs. M. J. V. GALARNEAU,  
nec Vanoudheussen,  
144 rue de la Gare,  
Bailleul,

Seat of damage—as above.

Amount claimed—Francs 53,500.

This is one of the claims which was returned to the Embassy in February, 1923, under the assumption that it would be dealt with by the French authorities, owing to this French-born claimant having acquired British nationality since the date of damage.

When Mr. Suys called, however, the claimant was about to forward the copy "Extrait de la decision" which will be found in the file, together with the letter from the Directeur de la Dette Inscrite, explaining that the credit is annulled on account of her British nationality.

The sum allowed for Perte Subie only was francs 30,500 or £1,220; the whole of the claim is for moveable property and therefore the question of Frais Supplementaires does not arise. The claimant appears to occupy a position which readily supports this assessment, and, at present owns a first-class perfumery establishment. The assessment subject to the usual satisfaction as to her husband's nationality is accordingly £1,220.

J. W. FLAVELL,  
27 Sept., 1924.

The documents were transmitted to this Commission through the Office of the High Commissioner for Canada in December, 1924.

The claimant writes that her husband was a resident in Canada before the war but she does not know where he lived. He enlisted at Ottawa in

1914, and went to France, she thinks, with the Second Contingent. He and she returned to Canada in 1919, their address being then Avenue de Hotel de Ville, Montreal. A later address was 90 rue Irenne, St. Henri, near Montreal. They returned to France in August, 1922. There is no communication from the husband on the record.

I do not think I would recommend any allowance in this case. Claimant has no Canadian domicile. Compensation has been recommended in a few cases of French and Belgian women who married Canadian soldiers and who came to Canada with them and are living here. Any special consideration merited by this case should be given by the French Government, not by ours. Under these circumstances I would disallow the claim.

JAMES FRIEL,  
Commissioner.

February 5, 1927.

### DECISION

#### Case 1302

#### Re REV. ESHOO ODISHOO ESHOO

The following is taken from a memorandum filed on behalf of claimant:—

The Reverend E. O. Eshoo was born in Urumia, Persia, on January 15th, 1860. His father, Idishoo Eshoo, was an Assyrian Christian Minister who received his education through the American Presbyterian Mission in Urumia and who served in this Mission as a Missionary until the time of death. Reverend E. O. Eshoo was educated in the Persian schools and received his higher education in Persia under Rev. Dr. J. H. Shedd of the American Presbyterian Mission. He taught in the Mission High Schools for about six years, during which time he also preached. He was ordained as a Deacon about 1887.

When about thirty years of age he got the idea of coming to America to continue his education. He left his wife and children with his father in Abajalu (near Urumia) and came to Toronto, where he entered Knox College in September, 1890. He was naturalized as a British subject in 1893 in Toronto and graduated from Knox College in 1894. By special permission of the General Assembly which met in St. John, New Brunswick, he was ordained and returned to Persia as a Missionary supported by the Persian Missionary Committee which had been formed for his support under the Chairmanship of Rev. Wm. Cavan, D.D. Robert Kilgour, Esq., was Treasurer of the Committee. From this Committee he received about \$300.00 a year which was sufficient to support him as a native pastor. Upon his return to Persia he was appointed to do general evangelistic work without a special charge by the American Presbyterian Mission. He also had the general oversight of the native churches under the Synod of Urumia. About three years after the death of Rev. Dr. J. H. Shedd, Mr. Eshoo was elected Moderator of the Synod, first in 1899 and again in 1902. In 1904 Mr. Eshoo returned to Canada on furlough and he returned to Persia in 1905. Upon his return he continued his work and in addition to what is mentioned above, he established schools. By 1913 he supported about twelve of these schools. In this work, and indeed for his other services also, he was not paid a salary by the American Presbyterian Mission. The only support they gave him was to the extent of providing him for two years with a horse.

In 1913, he came to Canada again to report on his work in person. Upon the death of Dr. Cavan, Rev. Dr. D. McTavish was appointed Chairman of the Persian Missionary Committee and in 1914 Dr. Albert H. Abbott was appointed Secretary-Treasurer of the Committee. Mr. Eshoo was in Canada at the time of the outbreak of war and as soon as possible after this returned to Persia, leaving Toronto early in 1915 and travelling by way of Russia. During his stay in Toronto his naturalization had been renewed in 1915 under the new naturalization Act.

Mr. Eshoo's father died in 1908 and as Mr. Eshoo had supported him in his old age, he inherited two properties from him, both in Abajalu—one a vineyard and another pasture land for cattle. By trading in company with others, he succeeded before 1913 in acquiring other properties. One of these was a vineyard in Karagos, and another in Ada, part of which was vineyard, and additional property in Abajalu. His house and land in Urumia had been purchased upon his first return from Canada in 1896. His trading consisted of the purchase and sale of wheat, raisins, etc., and in the purchase of rugs, which he sent for sale to friends in America.

In addition to the property inherited by Mr. Eshoo in Urumia, he inherited from his father, in 1908, two villages in the Province of Nochia, Kurdistan, Turkey-Nerdoosha and Daria, and on the death of his mother in 1915, a third village in the Province of Gawar, Kurdistan-Nanoonan.

The income from his land was used to extend his mission work by establishing schools, paying teachers, etc., and to this any contributions which he received from Canada were applied. He created many openings for the establishment of other schools but the outbreak of war prevented the actual opening of these.

Eshoo acted as a christian missionary in Urumia from 1894 to 1918 when he was compelled to leave Urumia on account of the invasion of the Turks it is stated.

The statement goes on to say that when claimant was forced to leave Urumia he made such dispositions for the care of his property as was possible and deposited his household effects which were to the value of 3700 toomans, with a neighbour, who it is claimed disposed of the goods mostly at Tabriz.

He proceeded south to Hamadan with other refugees and from there to Bagdad and by way of Basra, India and Japan, he reached Canada in 1921. He went to the United States where he had two sons and later came back to Canada where he engaged in work of the Presbyterian church.

In a declaration of claim on our form, at Vancouver, February 9, 1922, he claimed for property destroyed by the Turkish troops in the capture of Urumia, Persia, and during the occupation of the said city (owing to my being a christian and British subject). The amount of the claim is \$27,737.40 and accrued interest on certain loans \$1,394.69. (The accrued interest referred to means interest on loans by the claimant at 14 per cent and 15 per cent which we were told was the current rate in that country). The claim is based on the actual value of the properties destroyed, purchase value of the land now valueless to the claimant and amount of money, principal and interest loaned and now irrecoverable.

The nature of the property—16 houses (see list for particulars—household furniture—vineyards—ditches—barns, shed and implements—wall, carried off injured or destroyed by the enemy between the 31st August, 1918, and the end of the war.

The list referred to is as follows:—

	Kr.
1. My house destroyed in the city . . . . .	25,000
2. My household, including—	
2 sofas, walnut . . . . .	500
2 round tables, walnut . . . . .	500
24 chairs—each 4½ toomans . . . . .	1,080
1 drawers, walnut . . . . .	150
4 trunks, full of clothing, etc. . . . .	4,500
2 large wooden stores . . . . .	280
6 large boxes . . . . .	120
1 kitchen stove . . . . .	1,200
4 heating stoves . . . . .	120
1 sewing machine . . . . .	600
9 sets of bedding and beds . . . . .	1,980
8 pairs curtains . . . . .	240
cooking utensils, dishes, etc. . . . .	450
forks, knives, table cloths and napkins, etc. . . . .	690
4 hand-made table cloths . . . . .	250
3 samawars with trays, etc. . . . .	450
4 copper najaahies . . . . .	180
5 copper kazang . . . . .	210
2 big clocks . . . . .	190
6 carpets . . . . .	500
6 lamps . . . . .	220
3 hand-drawn large pictures . . . . .	450
carpenter's tools . . . . .	300
house ornaments, i.e., flower dishes, etc. . . . .	500
My library, containing:	
500 volumes of books . . . . .	7,500
9 old manuscripts . . . . .	2,300

	Kr.
1/4 of a village, including 14 houses, ruined.. . . . .	49,000
1,500 ditches of vineyards destroyed, each ditch at 30 krs.. . . . .	45,000
920 yards of wall around the vineyards, width 1/2 yard by height of 3 1/2 yards.. . . . .	7,360
1 summer cottage.. . . . .	3,000
My money with interest.. . . . .	61,154
2 cows.. . . . .	600
90 khoudkarie of raisins.. . . . .	9,900
500 kharwars of wood, each kharwar 45 krs.. . . . .	22,500
Cheff (or Bussar).. . . . .	2,500
45 kharwars of wheat.. . . . .	22,500
hay and youja.. . . . .	3,500
<b>Grand total.. . . . .</b>	<b>277,374</b>

(Kronen was said to be worth 10 cents.)

This claim was before the late Commissioner at Toronto, May 6, 1924, when Dr. Albert Abbott General Secretary of the Red Cross Society represented claimant who was not present and gave evidence. He said that claimant was undoubtedly a resident of Urumia. As to the raid in which the property was alleged to have been destroyed, Dr. Abbott said it was a raid between the Kurds and the Turks but he could not say they belonged to the Turkish army. Witness said they apparently burned everything. He says that the raiders came down on account of the war and largely because they felt that a great portion of Urumia sympathized with the Allies. It was only the Christians they were really after.

Claimant was a very important man because he was recognized as a British subject and used a letter from the British Consul that he was able to have access to the Duke of that particular Province and interest him in the conditions, and in that way the Russian Army was sent down to protect them. When the Revolution came the Russian troops withdrew. Claimant and his family had to flee. They went south to Hamsdan and a British force was placed there and when they were compelled to withdraw, they were told to remain in Persia and take their chances or they would give them safe conduct into Mesopotamia. They chose the latter because even yet the Mohammedans are so powerful that the Christians have no chance. Dr. Abbott understood from the Christians that all Reverend Eshoo's property was absolutely destroyed as a result of hostilities.

As to the responsibility, he says that "I am afraid the whole Germany is only partially accountable for this thing. Persia was not at war. It was simply a raid on people who were recognized as sympathizing with the Allies, and they were picked out on that account."

Claimant himself appeared before the present Commissioner at a sittings held at Toronto, October, 1925. Dr. Abbott was with him. The hearing seems to have resolved itself into a general discussion that did not seem to lead anywhere as far as information goes.

The claimant did not give any sworn evidence. He offered to produce his proof of title later.

The following copy of letter appears next on our record:—

District No. 5,  
January 26, 1926.

His Britannic Majesty's Consul,  
Tabriz, Persia.

DEAR SIR.—I am writing you on behalf of Reverend E. O. Eshoo (Kasha Eshoo), formerly of Urumia. Eshoo acted as a Christian Missionary in Urumia from 1894 to 1918, when he was compelled to leave Urumia on account of the invasion of the Turks. He proceeded South to Hamadan with other refugees and from there to Bagdad and by way of Besra, India and Japan, he reached Canada in 1921.

Eshoo was naturalized as a British subject in Toronto in 1893 and this was renewed in 1915. He has of course been in touch with the Department of the Secretary of State since

that time and, therefore, his citizenship is without doubt British at the present time, as it has been since 1893.

When he was forced to leave Urumia, he made such disposition for the care of his property as was possible and deposited his household effects with Kalba Shikhali, who was his next door neighbour in Urumia. Eshoo has protected this man and his family in his own house for five months before the Turks came. Eshoo has learned this man disposed of his goods, mostly in Tatrix. The value of the goods left with him was approximately 2,000 toomans and the acknowledgment of the receipt of the goods by Shikhali is available should you require it. About 1923 Eshoo wrote a letter to Yoel A. Oshanna of Urumia, giving him authority to look after his property. He now learns from this man that certain Mohammedans have seized this property and are now in possession of it, even going so far as to forge deeds. He has the original deeds with him here. He also understands that some claim that he owed them money but this is not true as he did not require to borrow money for himself, being in receipt of a good income. On the contrary he made many loans to others.

The following gives a statement of what he understands has taken place:—

(1) His house, which he built himself in Urdu Shah, close to the Anglican Mission in Urumia, was seized in 1918, by Bahram Beg, son of Khalill Beg, of the village of Haydoro, situated about six miles south of Urumia. This man wrote Eshoo that he was keeping the house for him, but when Eshoo replied, asking him to deliver it to Yoel A. Oshanna, he made claim that it was his house and not Eshoo's. Eshoo understands that he has received in rent for the house at least 40 toomans a year and he feels that this money should be paid to him.

(2) Eshoo's vineyard of about 7 acres, well-walled, in the village of Karagoz, about 5 miles north of Urumia, has been seized by a Mohammedan woman, whose name he does not know. She says she is Jaded Al Islam. She claims that this vineyard belonged to her grandfather. In reality, Eshoo has the original deed of it here. She and her husband have sold the products from this vineyard for at least two years. The products for 1924 amounted to 9 khoonkaris, which at 45 kr. would equal 405 kr. In 1925 he sold 15 khoonkaris Sabza at 160 kr.—2,400 kr. Eshoo feels that this money, amounting to 2,805 kr., should be paid to him and the vineyard itself delivered to his agent, Mr. Oshanna.

(3) He owned one-quarter of the village of Abajaloo, 10 miles north of Urumia, in which were 14 houses (Royat) with land surrounding. He has not heard that anyone has laid claim to this property but certain Mohammedans have been destroying the vineyards and houses. The deeds for this property also are in his hands. Naturally he wishes this destruction stopped and this property also given in charge of his agent, Mr. Oshanna.

(4) Eshoo owns certain property in the village of Ada, 9 miles north of Urumia. He understands that a Mohammedan, son of Hoosinalikhan (grandson of Zainalkhan), has seized about an acre of this land and has made a false deed for it. Eshoo bought this property from Ohan Khoobyar and he has the deed for it here.

(5) In the village of Karagos Eshoo also had property, part of it well timbered with elm and silver poplar. While he was in Urumia certain Russians offered 4,500 toomans for this timber. He did not sell it on account of the influence which its cutting might have had upon his vineyard. He has learned that Farzalikhan, the landlord of the village of Karagos, has cut this timber and made charcoal of it. This was done probably very soon after Eshoo left Urumia. Eshoo believes that there would be at least 500 tons of wood which at 5 toomans a ton would amount to 2,500 toomans and he makes claim for this also.

In order that you may know Eshoo's standing, a letter is enclosed which will satisfy you upon that. Also, so that you may without doubt be able to handle the matter in Eshoo's absence, full Power of Attorney is enclosed, giving you complete authority.

Eshoo has recently received a letter from Khargoozar of Urumia, claiming that he could not be a British subject but was a Persian subject. This of course is not correct.

While Eshoo has no evidence at this distance of any wrong doing on the part of Khargoozar, he is quite convinced that the reason he has permitted his property to be seized is that he has been bribed.

With regard to Eshoo's household goods, a list is enclosed of those left with Kalba Shikhali.

Will you be kind enough to consider just what can and should be done under the circumstances, as Eshoo's friends here feel strongly that it should be possible for the British Government to protect a British subject under the circumstances.

Yours faithfully,

(Signed) ALBERT H. ABBOTT,  
General Secretary.

AHA:EFM  
Encls.



The following copy of letter from the Reverend Dr. Abbott acting for the Reverend Mr. Eshoo, to the British Consul at Tabriz, comes next on our record:—

His Britannic Majesty's Consul,  
Tabriz, Persia.

District 5,  
March 5, 1925.

DEAR SIR,—So that you may be informed as to the work of Mr. Eshoo, regarding whom I am writing more officially in a letter herewith, I may inform you that Mr. Eshoo was born in Urumia, was educated in the American Presbyterian Mission there and taught in the Mission High School for six years, during which time he also preached. The late Dr. J. H. Shedd, who had charge of the American Mission, recognized his fine character and his ability, and in 1889 Mr. Eshoo came to America for further education. He entered Knox College, Toronto, and was graduated from it in 1894. He received his Ordination and returned to Persia as a missionary supported by the committee under the Chairmanship of the late Principal Wm. Caven, D.D., of Knox College, Toronto. In 1893 he received his naturalization as a British subject.

Upon his return to Persia, Mr. Eshoo's work was co-ordinated with the work of the American Presbyterian Mission in Urumia. Although he was not under the direction of the Mission, he was appointed by them to do general evangelistic work and to have oversight of the native churches under the Synod of Urumia. He did this work for six years.

He has returned to Canada twice since his graduation from College and he was in Canada at the time of the outbreak of the war. He left Toronto early in 1915, and returned to Persia by way of Russia. During his furlough, his naturalization had been renewed (1915). When he reached Tabriz, he found that he could get no further on account of the raid which Turkish troops had made on Urumia. At that time he was well acquainted with Mr. Shipley, the British Consul, who wished to have Mr. Eshoo assist him and to work for him as one of his private agents. In reality Mr. Eshoo did this although, so far as I am aware, there was no official recognition of it. Finally when the Russian reinforcements had succeeded in driving the Turks back, he reached Urumia on May 24th, 1915. Of course everything was in confusion; thousands were sick with typhoid and typhus, 4,000 Christians had been massacred, especially the more prominent men, their movable property had been carried off or confiscated and some 2,000 Christian girls had been taken.

The Russian troops remained in Urumia until 1917, when the news of the Bolshevik revolution reached them and they left. Then under the instruction of the officers of four powers—Great Britain, France, Russia and America—and on the suggestion of the Very Reverend Patriarch (Benjamin) Marashmoon, who was favourable to Great Britain, a committee of fifteen Persian Christians was elected by the Christians of Urumia. This was known as the Central Assyrian Committee and its duty was to keep peace between the Christians and Moslems. Mr. Eshoo was elected President of this Committee and acted as such from the establishment of the Committee in 1916 until he was compelled to leave Persia in 1921.

After the Russians withdrew, it was found necessary to raise a force to protect the Christian people and some 15,000 men were organized and trained. They were armed with the guns, etc., left by the Russians. During this period Eshoo was in constant touch with Captain Gracie, who represented Great Britain, and co-operated fully with him. His son, Koorish (or Cyrus), enlisted in the British Army and served for three years, rendering conspicuously satisfactory service. Finally, a large Turkish force came, and after the annihilation of the Christian army was exhausted, they had to leave Urumia. They retreated in the direction of Hamadan about August 1st, 1918. On the way, 10,000 people were killed and 15,000 captured.

Eshoo remained with his people in Hamadan for two and one-half years, hoping that they might be taken back to Urumia, but this was impossible, and then to save their lives, they left Persia with the British forces—travelling via Bagdad, Basra, Bombay, Calcutta, Singapore, Shanghai, Hongkong and Yokohama, and landed in Vancouver in October, 1921.

During the latter period of the war, Eshoo did as much as his resources would permit to alleviate the sufferings of his people. Since his return to Canada he has had the misfortune to lose his son Cyrus with tuberculosis. It seems quite likely that had this been taken up properly at the time, it could have been shown that this disease dated from the boy's service in Persia, but it is impossible to obtain the necessary evidence now. A second son developed the disease but fortunately it has been arrested. You will see, therefore, that he has lost his home, many of his near family, and all his property through the war.

In Canada Eshoo is most favourably known by the Presbyterian Church and he has many friends among our well-to-do people. Eshoo is completely honourable, truthful, and in the most simple way and through and through loyal to Great Britain. You will see, therefore, that he is entirely worthy of anything that you can properly do on his behalf. At the present time he is practically destitute.

Yours faithfully,  
(Signed) ALBERT H. ABBOTT,  
General Secretary.

The list attached to the letter of Mr. Abbott, of January 26, 1926, is as follows:—

2 sofas, walnut.. . . . .	Kr.
4 round tables, walnut.. . . . .	500
3 square tables.. . . . .	500
24 chairs, brought from Russia.. . . . .	150
9 hand-made chairs.. . . . .	1,080
1 chest of drawers, walnut.. . . . .	315
4 trunks of clothing, etc.. . . . .	150
2 large wooden storage (or Kander).. . . . .	4,500
6 large boxes.. . . . .	280
3 trays.. . . . .	120
1 saddle.. . . . .	24
1 kitchen stove, brought from Canada.. . . . .	120
4 heating stoves.. . . . .	1,200
1 sewing machine.. . . . .	120
9 sets of bedding and beds (or Bakht Knots).. . . . .	600
1 Kalyoon of silver.. . . . .	1,080
8 pairs of curtains.. . . . .	60
cooking utensils, dishes, forks, knives, table cloths and napkins, etc.. . . . .	240
4 hand-made table cloths.. . . . .	590
3 samawars with trays, etc.. . . . .	250
	450
	<hr/>
	13,679

With the above copies of letters was the following letter from the Under-Secretary of State for External Affairs:—

OTTAWA, March 10, 1926.

SIR.—Upon receipt of your letter of March 4, informing us that a claim for damage by Turkish troops to property belonging to Reverend E. O. Eshoo had been brought before the Royal Commission for the Investigation of Illegal Warfare Claims but rejected because the matter was not within the scope of the Commission, and requesting further that the claim should be brought to the attention of the British Government with a view to the Foreign Office taking steps to protect the property in question. I replied that we were taking the necessary steps, as requested.

The following day, however, we received a communication from Dr. Abbott, Secretary, Canadian Red Cross Society, enclosing copies of two letters, dated January 26th and March 5th, which he had written to the British Consul at Tabriz, but I understand that he has not yet mailed them. I enclose copies of the letters in question.

Aside from the statement in the first paragraph of the letter of January 26th, that Mr. Eshoo had been compelled to leave Persia on account of the invasion of the Turks, there is no indication that the loss which Mr. Eshoo claims to have suffered resulted from attack by Turkish troops. All the particulars furnished in these two letters have to do with charges of fraud, trespass, etc., against his agents and neighbours in Persia. There is no indication that he has attempted to secure redress through the civil courts.

I should be obliged if you could supply us with any further details as to the losses which Mr. Eshoo claims to have suffered from Turkish troops.

I hardly see, on the strength of the particulars before us, that we are warranted in asking the intervention of the Foreign Office.

I am not quite clear whether the question that Mr. Eshoo desires us to bring to the attention of the British Government is his claim against the Turks for the damage done in 1918 or his present charges of molestation of his property by his neighbours.

I have the honour to be, sir,

Your obedient servant,

(Sgd.) O. D. SKELTON.

*Under-Secretary of State for External Affairs.*

The Under-Secretary of State of Canada,  
Ottawa.

The Under-Secretary for External Affairs, had been mis-informed about this Commission's having rejected the claim. It had been rejected by the British Commission at Paris and returned here on the ground that the alleged damage had not been done in Turkish territory but in Persia. This Commission at that date had not considered it. The papers asked for were duly forwarded to the Under-Secretary.

Claimant then filed a claim for property he said he lost within Turkish territory as follows:—

Mr. Abbott's letter and his affidavit follow:—

DOMINION OF CANADA,  
Province of Ontario,  
County of York.  
To wit:

IN THE MATTER of the claim of Rev. E. O. Eshoo for losses suffered in Turkey by reason of the European War.

I, Eshoo Odishoo Eshoo, of the City of Toronto, in the County of York, Province of Ontario, Clergyman, do solemnly declare that:

1. THAT I was born in Urumia, Persia, the son of Rev. Odishoo and his wife Hannah, and that I resided there until 1889 when I left to come to Canada, being at that time a teacher in the Mission High School in the City of Urumia.

2. THAT upon my arrival in Canada I entered Knox College, Toronto, and continued to reside in Toronto until my graduation in 1894, when I was ordained a Minister of the Presbyterian Church in Canada.

3. THAT I became a naturalized citizen of Canada in May, 1893, and this was renewed in 1914 and again in 1925.

4. THAT upon my return to Urumia in the fall of 1894 I took up Missionary work in Urumia and vicinity and continued in this work until compelled to leave Urumia and later to leave Persia in October, 1921.

5. THAT upon the death of my father in 1908, I inherited the greater part of the estate left by him, in which there were included two properties, being villages, within Turkish territory in Nochia, Kurdistan and being known as the villages Nerdoosha and Daria, and one property in Gawar, Kurdistan, being known as Nananon, this later coming into his possession upon the death of his mother in 1915.

6. THAT owing to the system of land tenure in that country it is impossible to state the acreage of the land tributary to these villages and with them the property of my father.

7. THAT on a conservative estimate the value of these villages and the land adjacent to them is twenty-five thousand dollars (\$25,000.00).

8. THAT previous to the war these villages and lands were managed by my relatives, it being dangerous, even before the war, for Persian Christians to travel to and in Kurdistan.

9. THAT during the war the Christians in these villages, including all my relatives, were murdered and I have been unable to learn anything of the details of their death.

10. THAT owing to the state of the country I dare not return to either Persia or Kurdistan.

11. THAT I claim recompense from the Government of Turkey for the losses sustained through the destruction and seizure of my property in Kurdistan to the extent of twenty-five thousand dollars (\$25,000.00).

12. AND further, that in April, 1915, my mother, Hannah Odishoo Eshoo, was killed by the Turks near the boundary of Turkey while fleeing for her life, and for her death I claim also suitable recompense, or say \$25,000.00.

13. THAT the deeds of these properties and so the proof of my ownership of them were in the possession of my mother at the time she was killed and were either destroyed or stolen, and, therefore, that it is impossible for me to submit documentary proof of my ownership.

AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act."

Declared before me at the City of Toronto,  
in the County of York, this 21st day of  
August, A.D. 1925.

(Sgd.) E. O. ESHOO.

(Sgd.) JOHN A. PATERSON.

[Seal]

(Copy)

## THE CANADIAN RED CROSS SOCIETY

Commissioner for the Investigation of  
Illegal Warfare Claims,  
Parliament Buildings,  
Ottawa, Ont.

410 SHERBOURNE ST.,  
TORONTO, CANADA, September 22, 1925.

DEAR SIR,—Sometime ago a claim was entered on behalf of the Reverend E. O. Eshoo for loss suffered through a raid of the Turks in Urumia, Persia.

When this claim was presented to the British Commissioner in Paris, it was pointed out that it could not be considered as the loss had occurred in Persia, while the claims which could be considered by the Commission must be for losses within Turkey.

When Mr. Eshoo learned this, he told me of losses which he had suffered within Turkey. He had not made claim for these because his ownership of the property in question could not be easily established on account of the fact that the documents verifying his ownership were lost in the raid of the Turks. Nevertheless, the loss is a very real one, and I enclose an affidavit taken by Mr. Eshoo, setting forth the nature of his claim and the grounds upon which it is made.

Mr. Eshoo is at present in Toronto and he will be here for at least a short time longer. Should you wish to examine him personally regarding the claim, arrangements can be made to this end at your convenience.

Yours faithfully,

(Sgd.) ALBERT H. ABBOTT,  
General Secretary.

The terms of my commission authorize me to "assess all claims of British subjects resident in Canada," and the interpretation of the words has been taken to be claims of British subjects resident in Canada at the time the injury was sustained.

There have been cases where it was recommended that compensation be allowed to native born Canadians, British subjects, who were not resident in Canada. This case calls for no special consideration; the record, a considerable portion of which I am submitting with the judgment, speaks for itself.

The claimant when he was a student in Toronto, in 1893, took the oath required that he had resided in the Dominion of Canada for three years with intent to settle therein and was given a certificate that he had become naturalized as a British subject and was within Canada, entitled to all political and other rights, powers and privileges, and subject to all obligations to which a naturalized subject is entitled or subject in Canada, with this qualification that he should not, when within the limits of the foreign state of which he was a subject previous to the date hereof, be deemed to be a British subject unless he has ceased to be a subject (or citizen) of that state, in pursuance of the laws thereof, or in pursuance of a Treaty or convention to that effect.

Claimant's home at the time was in Persia and his property was there and his wife and children and he returned to Persia which would I think end his Canadian citizenship. I do not see how he got the certificate issued to him in 1915. I do not think he was entitled to it.

Among the numerous certificates of character standing, filed by the claimant is the following signed with some twenty names:—

HAMADAN, PERSIA, December 22, 1920.

To whom it may concern:

We the undersigned testify that Rev. E. O. Eshoo was appointed President of Assyrian National Committee and is one of the most prominent men and has borne a good character.

He had a big house and household in Urumia, Persia, and large vineyards, forests and part of a village and a good deal of money with interests.

At all times material to his alleged loss, the claimant was in Persia or at all events he was not in Canada and in no sense of the word could he be considered a Canadian national.

The claim is disallowed.

February 17, 1927.

JAMES FRIEL,  
Commissioner.

## DECISION

## Case 1303

*Re* PROF. HOWARD DAYNE BRUNT

Claimant is a Canadian, and his claim is on account of goods and personal effects taken by the German military authorities in Germany, and sold by them for their own use. Prof. Brunt was a student at the University of Jena from May to July, 1914, qualifying for a doctor's degree. On July 26 he and his wife left for England, leaving their baggage to follow them. It never reached England, but reached Hamburg July 29, 1914, and later was taken by the German Ministry of War for the Military Exchequer for expropriation and sold at auction. Claimant received nothing on account of his property.

I would allow this claim at the full amount declared, \$1,000.00, with interest at 5 per cent from the 10th day of January, 1920, date of signing of the Treaty, to date of settlement.

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

JAMES FRIEL,  
*Commissioner.*

July 7, 1926.

## DECISION

## Case 1304

*Re* JAMES L. ROWLAND

Claimant is a native of Port Hope, Ontario. He was spinning room foreman in the employ of the International Harvesting Company at Croix, France, outside of Lille and lived with his wife and family at Croix.

On August 24, 1914, he was advised by the British Consul to take the train at Lille at once as the Germans were advancing on Lille and this was the last train leaving. They were not allowed to take anything with them except what clothes they had on their backs and consequently he left his house with all its contents as it stood. Afterwards the American employees, who were allowed to remain at the plant, moved the furniture and belongings and stored them at the mill from where they all disappeared. The claimant received no compensation in any way.

I would allow this claim at the amount declared and proved, \$1,393.50, together with interest at the rate of 5 per cent per annum from January 10, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$1,393.50 is fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,  
*Commissioner.*

June 15, 1926.

## DECISION

## Case 1305

*Re* WESTERN COMMERCIAL COMPANY, LIMITED

Claimant is a Canadian company whose shareholders are Canadians and claims for the value of 30 cases of absinthe purchased by them in Europe in 1914 stored with the Canadian Pacific Railway at Antwerp, Belgium. The Germans seized the goods and carried them away February 28, 1916, giving a receipt for the same.

I would allow the claim at the amount declared, \$153.12, with interest at the rate of 5 per cent per annum from the date of the seizure, February 28, 1916, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$153.12 is fair compensation to the claimant company with interest as above indicated.

April 26, 1926.

JAMES FRIEL,  
*Commissioner.*

## DECISION

## Case 1306

*Re* SARAH E. McEWEN (DECEASED)

Claimant was a Canadian.

The claim filed with the British Foreign Claims Office July 15, 1919, was for compensation for loss of a trunk and contents left with the railway authorities in the city of Antwerp at the time of the outbreak of the war and which was appropriated by the German authorities.

The claimant was the widow of A. S. Hurd, and afterwards married Rev. John D. McEwen, a retired missionary, who filed a declaration with this Commission on our form, December 15, 1921. Claimant died and he remarried and died May 21, 1923, leaving a widow and children. He left a will.

I think it all right to assess the damages at the amount declared, \$300.00, with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, to date of settlement.

The question arises as to whom the amount should be paid. This will have to be inquired into. The property belonged to Sarah E. McEwen and the award is in favour of her legal representatives, but there is nothing to show who they are.

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

December 1, 1926.

JAMES FRIEL,  
*Commissioner.*

## DECISION

## Case 1307

*Re* CANADA CEMENT COMPANY LIMITED

Claimants are a Canadian corporation and the claim arises out of the seizure of a set of steel grinding plates in Antwerp which were purchased in July, 1914, in New York for shipment from Copenhagen via Antwerp and were shipped by the Canadian Pacific Railway Co., and arrived at Antwerp the end of August, 1914, when the Germans occupied that place. They were commandeered on September 6, 1917, and a receipt issued by the Germans, the goods having been in the Customs at Antwerp since 1914.

The invoice value of the goods was \$700.00 and there were some expenses, —cost of storage, insurance and freight, amounting to \$75.00.

Claimants seek replacement value as of 1921.

This claim was before the late Commissioner at Montreal in June, 1923, who noted it for allowance at \$775.00 and interest from the date of the ratification of the Treaty, January 10, 1920, at the rate of 5 per cent per annum to date of settlement. I agree with his assessment.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$775.00 fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,  
*Commissioner.*

December 15, 1926.

DECISION

Case 1308

*Re* MESSRS. RUBINOVICH & HASKELL, LIMITED

Claimants are a Canadian corporation. They claim for the value of a case of pipes purchased by them in France and lying at Antwerp for shipment to Canada when the Germans occupied that port and seized the goods.

The Germans gave a receipt for the same, dated December 10, 1917, stamped by the German Fortress Provision Office at Antwerp. The original value of the goods was \$356.89 and there were charges of the C.P.R. until time of seizure amounting to \$6.52.

This claim was heard by the late Commissioner at Montreal in June, 1923, who noted it for allowance at \$365.71. I agree and would allow interest from the date of seizure.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$365.71 fair compensation to the claimants with interest at 5 per cent per annum from December 10, 1917 to the date of settlement.

JAMES FRIEL,  
*Commissioner.*

December 13, 1926.

DECISION

Case 1309

*Re* MRS. SUZANNE RENELDE WARNER (NEE CAMBRAI)

Claimant is the wife of J. W. Warner, ex-sergeant in the Canadian Expeditionary Forces. She herself is French and her home was at Haut Mont, in the north of France. With the rest of the townspeople she was ordered to clear out when the German armies reached there, August 24, 1914, and had to leave her personal effects and clothing. The home where she was living was destroyed by the Germans. She reached Boulogne and entered into the service of an English lady in charge of a hospital. Later she went to England, where on November 3, 1917, she married her present husband and soon afterwards was ordered to Canada. She asks for \$388.00 compensation for the loss of her effects and claims also for injury to health, at first \$100.00, afterwards raised to \$1,000.00. The record does not indicate that anything particular happened to her during her flight from her home.

This claim was heard by the late Commissioner at Montreal in June, 1923, who seemed willing to allow it but decided that he did not have any jurisdiction, claimant not being a Canadian citizen when she suffered the injury and

damage. He thought that her claim would have been assessed by the French authorities but for the fact of her marriage to a Canadian. I think that the French Government would have allowed her something on account of the loss of her property, if she had retained her French nationality, but I do not think that they would have paid any attention to her claim for injury to health.

Her experience was no worse than that of thousands of her countrywomen at the time and for years afterwards. Dr. Pugsley thought of referring the claim to the French Government but I do not see that there is any use. We have several records where they declined to pay in similar circumstances. This is only a small claim, and I would suggest that it be paid.

Leaving out the question of nationality, this claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9), and I find \$388.00 fair compensation to the claimant with interest at 5 per cent per annum from the date of loss to the date of settlement.

January 17, 1927.

JAMES FRIEL,  
Commissioner.

### DECISION

#### Case 1310

#### Re DR. EMILE SIMARD

The claimant is a Canadian resident of Montreal, where he resided prior to 1911, or 1912, when he left for Brussels to take charge of the business of the Franco-American Chemical Company in Brussels.

In the autumn of 1912 he sent for his family consisting of his wife, son and two daughters to join him and rented a house which he occupied until after the outbreak of the war and the invasion of Belgium by the German army in the middle of August of that year. After the invasion by the Germans, Dr. Simard applied to the German headquarters for permission for himself and family to return either to England or Canada. This was refused, but on the 5th of September, 1914, he and his family fled to Ostend and took a boat to England from whence they returned to Canada. When Brussels was occupied by the Germans they took possession of claimant's residence. Dr. Simard's son was at that time on military service in France. After the Armistice he went to Brussels, found the house empty and could get no information about the contents. It is a safe inference that the enemy had taken the contents.

The claimant was obliged to buy new furniture and equipment in Montreal.

The claim is set out as follows:—

House furniture. . . . .	\$2,200 00
Rugs, carpets and curtains. . . . .	400 00
Silverware, cutlery and china. . . . .	350 00
Gas fixtures. . . . .	75 00
Furs and clothing for family of five. . . . .	1,600 00
Bed and table linens. . . . .	600 00
Personal articles. . . . .	400 00

**\$5,625 00**

This claim was heard before the late Commissioner at Montreal, in June, 1926, who noted it for allowance at the amount declared.

After some further proof I agree with his decision and would allow interest from October 1, 1914, the date approximately at which the claimant had to replace the lost property.



This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find \$5,625.00 fair compensation to the claimant, with interest at the rate of 5 per cent per annum from October 1, 1914, to date of settlement.

February 15, 1927.

JAMES FRIEL,  
*Commissioner.*

DECISION

Case 1311

*Re* HENDRIK BRANDSMA

Claimant is a naturalized British subject of Dutch birth, naturalized in Canada.

His claim is for loss of property at Bottsfort, near Brussels, Belgium, confiscated or destroyed by German forces in June, 1917.

The loss was assessed by the Belgian Commissaire at the request of the British Reparation Claims Department at £66.19.2, being the amount claimed. The British authorities decided that the claim should be classified as Canadian and transferred it to this Commission. Claimant filed a declaration on our form June 15, 1922, in which he places the value of his said property, carried off, seized, injured or destroyed, June, 1917 at \$361.87.

I allow this amount with interest at the rate of 5 per cent from date of loss.

This claim falls within the First Annex to Section (I), of Part VIII, of the Treaty of Versailles, category (9), and I find \$361.87 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from the date of loss June, 1917, to date of settlement.

January 1<sup>st</sup>, 1926.

JAMES FRIEL,  
*Commissioner.*

DECISION

Case 1312

*Re* ARTHUR DIONNE

The claimant is a music hall artist. He is a British subject born at Levis, Province of Quebec, September 13, 1878; parents both British. At the time the war broke out he and his wife were in Ghent, Belgium, performing on the stage of the Winter Garden Theatre. When the Germans arrived this theatre was turned into a hospital. The claimant had to leave without his goods and properties which were afterwards destroyed. (He is an acrobatic performer).

The claim was filed with the Foreign Claims Department, London, who referred it to the British War Claims Office at Brussels. They had it assessed by the Commissaire de l'Etat attached to that Office.

His award made May 24, 1923, was 5,526 francs. The franc at that time was worth about seven cents. I am inclined to adopt that award as nearly as may be, and allow the claimant \$400.00 with interest at 5 per cent per annum from the date of the award to the date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$400.00 is fair compensation to Arthur Dionne with interest at the rate of 5 per cent per annum from May 24, 1923, to the date of settlement.

March 5, 1926.

JAMES FRIEL,  
*Commissioner.*

## DECISION

## Case 1313

Re JOHN OGILVY MACRAE

The claimant was a British subject, having been born in Hamilton, in the province of Ontario, on the 15th day of March, 1862. He has never renounced his British nationality nor naturalized himself in any other country. From October, 1879, to October 4, 1914, he resided and did business at Antwerp. On the 4th October, 1914, owing to the invasion of Belgium by the German military forces he was compelled to close his business and escape from the country to avoid capture and internment by the enemy, and he went to England where he apparently engaged in business besides serving as a volunteer with the Kent Field Ambulance.

He was the lessee of a house at Cappallen near Antwerp which he occupied with his family until the time he was compelled to leave Belgium. He had to leave all the furniture in the house, also other property and effects. The house was occupied by enemy officers and the furniture and effects in the course of such occupation were destroyed, pillaged and carried away. The claimant submitted a claim to the British authorities by declaration made November 16, 1915, in which he valued the property which was seized, looted and pillaged at the sum of £3,000.00. Later in connection with a claim on account of loss of business he raised this claim in respect to the furniture and effects to £14,322.1.0. (Declaration August 26, 1919). The British Foreign Office referred the claim to the War Damages Tribunal at Antwerp and it was assessed by the Commissaire de L'Etat of that Tribunal, December 15, 1921. He found the value of the furniture claimed for to be Frs. 67,500.00 as of date August 1, 1914, to which he added Frs. 4,110.33 expenses of repairing that portion of the furniture which had not been taken or completely destroyed and Frs. 4,270.00 expenses of moving and storing certain of the furniture to prevent destruction, and Frs. 1,000.00 added for damage to tennis court and expenses of bailiff or official making the report.

The British Reparation Claims Department transferred the file to this Commission. In a letter to the High Commissioner for Canada, dated November 28, 1924, the claimant says that his claim had been examined and assessed by the Assessor at Antwerp appointed by the British Government, and that had it been admitted by the British Government he understands he would have received the sum of £1,206.0.0., in respect of the only item admitted, namely, the furniture and household effects damaged, seized, or destroyed. He goes on:—

"The Reparations Claims Department in London have however turned down my claim, and have refused to allow this claim to participate in the grant of five million pounds sterling made by the British Government in accordance with Article 232, of the Treaty of Versailles, on the ground that these £5,000,000 were only to be allotted to British nationals of the United Kingdom, i.e., born in U.K., and not to any British subject born in any colony or other part of the British Empire.

"As I am one of the British residents in Belgium who has suffered most material damage at the hands of the Germans, and as I am the only British subject in Antwerp (I may almost say in the whole of Belgium) who has not received any compensation at all, I laid my case before the British Chamber of Commerce at Brussels, and I understand from the Council of this Chamber that my claim as above must be made to the Canadian Government, as I am a Canadian by birth and origin."

In and by a Commission dated March 13, 1923, issued to the Honourable William Pugsley, he was authorized to investigate all claims set forth and referred to in an Order in Council of the same date for the purpose of determining whether they are within the categories in the First Annex to Section I, of Part VIII, (Reparation) of the Treaty of Peace with Germany, and the fair

amount of such claims, and to make such findings as may be of assistance to the Government of Canada in determining which, if any, of such claims should be paid, and the extent of payment thereof.

The Order in Council referred to sets out that,

"The Committee of the Privy Council have had before them a Report, dated 25th January, 1923, from the Secretary of State, submitting that, by an Order in Council passed on the 15th day of November, 1918, it was directed that the Under-Secretary of State should be appointed an officer to take such steps as might be necessary to obtain a complete list of: (a) Claims of persons residing or carrying on business in Canada who have been subjected to loss and pecuniary damages arising through the destruction of life and property through the illegal warfare of the enemy, and (b) Claims for damages to which persons residing or carrying on business in Canada have been subjected for breaches of contracts, which contracts were prevented from being carried out owing to the operation of the Statutory List of persons in neutral countries with whom such contracts were declared illegal, and to examine and report upon all such claims as aforesaid, and that in consonance with such instructions, advertisements were widely published in the Canadian newspapers, calling upon persons who had claims against the enemy within the scope of the said Order in Council to file them, with proofs of claims, and that many claims were so filed, aggregating a very large amount."

and goes on—

"The Minister therefore recommends that, under the provisions of Part I of the Inquiries Act, Chapter 101, of the Revised Statutes of Canada, and amending Act, Chapter 28, 2 George V, the Honourable William Pugsley, K.C., LL.D., be appointed a Commissioner to investigate and report upon all the claims as above mentioned."

On the 21st May, 1923, another Order in Council was passed, P.C. 910, to meet a doubt that had arisen in respect of the claims as advertised for, which are those arising through the destruction of life and property, whether claims for disability may be entertained, the advertisement having asked for claims for the destruction of life and property.

"The Minister observes that it was intended that the Commission should include all claims arising in any way with respect to acts of the former enemies which are within the categories of the Annex of the Treaty above referred to."

"The Minister therefore recommends that the Commission in the premises be amended, and that a new Commission issue under the provisions of the said Act, appointing the said the Honourable William Pugsley, K.C., LL.D., a Commissioner to investigate and report upon all claims which may be submitted to him for the purpose of determining whether they are within the First Annex to Section 1 of Part VIII of the said Treaty, and the fair amount of such claims."

Under this last mentioned Order in Council a new Commission was issued to Dr. Pugsley, on the same date, namely, 21st day of May, 1923, "to conduct such enquiry." Referring back to see what the enquiry is in the commission we have it that the Commissioner is to investigate and report upon certain other matters therein referred to, namely, "All claims which may be submitted to our said Commissioner for the purpose of determining whether they are within the First Annex to Section I of Part VIII of the Treaty of Versailles and the fair amount of such claims."

My commission dated June 19, 1925, authorized me to continue and complete such investigation. It requires me to report to the Government the result of my investigation.

The Order in Council dated November 15, 1918, seems to be the foundation for restricting the claims to be investigated to those of persons residing or carrying on business in Canada, and makes no provision for claims by Canadian subjects residing elsewhere whose claims as it appears from the Macrae case and from the letter from the Colonial Office in respect of the Macrae case, are out of the jurisdiction of any Commission, so that the claimants are not eligible for compensation from any funds which may be available for *ex gratia* grants. There is no source to which they can look for compensation. I have already assessed claims and recommended compensation in other cases of Canadian claimants not resident in Canada whose claims would not come under the

Order in Council of November 15, 1918, and with all respect I think it is the fair and proper thing to do. It seems to me that in making the first Order in Council it was overlooked that there might be perfectly valid and deserving claims of Canadians not resident or doing business in Canada.

The Royal Commission on Compensation for Suffering and Damage by Enemy Action held that the British Reparation Claims Section was limited to the consideration of claims of British Nationals other than those belonging to a part of the Empire to which a separate share of the Reparation receipts has been allotted.

I would allow the claimant \$6,000.00, amount approximately which he would have received through the British Reparation Claims Department had he not been a Canadian subject.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find that \$6,000.00 is fair compensation to the claimant with interest at 5 per cent per annum from January 10, 1920, date of the ratification of the Treaty of Peace, to date of settlement.

Ottawa, September 27, 1926.

JAMES FRIEL,  
*Commissioner.*

#### DECISION

##### Case 1314

##### *Re DR. VICTOR BOURGFAULT*

Claimant is a Canadian subject whose home is in Saskatoon. In 1915 he was employed as a civilian doctor by the Serbian Government at Presohevo, near the Bulgarian boundary. He was obliged to retreat on account of the Bulgarian invasion and left his trunks, books and surgical instruments, which were taken and sold by the Bulgarians, Allies of Germany.

I would allow this claim at the amount declared, \$500.00, with interest from January 10, 1920, to date of settlement.

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

February 3, 1927.

JAMES FRIEL,  
*Commissioner.*

#### DECISION

##### Case 1315

##### *Re GEORGES BRADLEY*

Claimant is a Canadian, born in Quebec, November 23, 1865. At the outbreak of war, he left Antwerp with his family, a wife and five children and went to England. On his return to Belgium after the war he found his house almost empty and many articles of furniture and personal effects missing. The house was occupied by the Germans during his absence in England.

This claim was first filed with the British Reparation Claims Department, who had it assessed by the Belgian authorities, who found that a part only of the property mentioned had been stolen, but that certain furniture had been destroyed and all leather and woollen goods on the premises had been requisitioned by the Germans. They placed the damage as of 1914 at £50, to which under the Belgian law they added supplementary damages for replacement at the amount £150.

I think that under the circumstances it would be fair to allow this claim at \$500.00, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

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

JAMES FRIEL,  
Commissioner.

February 3, 1927.

DECISION

Case 1316

*Re* GODGROY LANGLOIS

Claimant is a Canadian who was living at the Palace Hotel in Brussels when the Germans occupied that city at the commencement of the war. They took possession of the hotel and all personal property found in it, which was in effect all the property the guests had with them as they had to flee and leave their property.

Mr. Langlois filed his claim with the British Foreign Claims Office in which he stated he lost clothing and effects to the value of \$1,000.00, but mentioned \$700.00 as damages.

The British Reparation Claims Department requested Le Commissaire de l'Etat at Belgium to assess the damages, who placed the value of the property lost and assessed it, as of the year 1914, at 4,463 francs, and the replacement value at 14,097 francs.

I think it would be fair to allow claimant \$1,000.00 with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

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

JAMES FRIEL,  
Commissioner.

February 3, 1927.

DECISION

Case 1317

*Re* GEORGE CLAYFIELD MACINTOSH AND MRS. GEORGE C. MACINTOSH

This claim was originally submitted to the British Reparation Claims Department. It was based on injury to health of claimants and loss of household effects in Galicia sequestrated by the Austrians. A note on file from the British Office indicated that Mr. and Mrs. MacIntosh were detained in their house and were not interned. The sufferings complained of were those naturally attending on their position in a town that frequently changed hands during the war. In respect to loss of their property, the British official in charge of the case reported as follows:—

Mr. MacIntosh, an engineer, was interested in certain oil companies in Galicia, formerly Austrian territory.

In May, 1914, he left Lemberg on a visit to Canada.

During his absence war broke out and Lemberg was occupied by Russian troops.

Prior to the occupation of Lemberg by the Russians, Mr. MacIntosh's house was sealed by order of the Austrian authorities.

The seals were later broken and certain Austrian officers were billeted in the house. There is no direct evidence, except the gossip of local residents, to associate their occupation with the loss of the claimant's personal effects.

After the Austrians evacuated Lemberg, the house was occupied by a Russian family of good position who appear to have been scrupulously careful and honest in regard to the claimant's effects. This is instanced by the fact that certain bottles of liquor and silver articles were still intact when Mr. MacIntosh regained possession of his house.

REPORT.

I have seen Mr. MacIntosh, from whom I have obtained the above particulars.

The occupation of his house by Austrians has also been confirmed by other local residents with whom I spoke whilst in Lemberg.

With the evidence and confirmation I have received, I have no reason to suppose that the facts as set forth by Mr. MacIntosh are in any way exaggerated.

The claim as put forward by the claimant is made up as follows:—

1. Damage to furniture and sequestration of personal effects, pre-war value £340.1.8. Replacement cost.. . . . .	£ 700. 0.0
2. For occupation of house and depreciation of furniture through excessive wear and tear at £36 per month for nine months.. . . . .	326. 4.0
3. Illegal increase of rent at £3.6.6 per month for 18 months.. . . . .	59.17.0
	£1,086. 1.0

Item 1. I have gone carefully through the detailed list submitted by the claimant, and consider that the values set down by him are not excessive.

I am of opinion, however, that the clothing claimed for should be subject to a reduction for wear and tear, and the silver and plated wear similarly reduced but to a lesser extent. I therefore assess this item at £260, and an additional sum of £40 for damage to furniture.

Item 2. It has already been decided that rent as rent cannot be claimed. There is no question here of dispossession since the claimant left of his own accord. As regards depreciation, this I consider is covered by the claim for damage and sequestration. This item is accordingly disallowed.

Item 3. I gathered from Mr. MacIntosh that on his return to Lemberg he was called upon by his landlady to pay an additional sum of £3.6.6 per month for his flat. I do not see how this can form the subject of a claim against the Austrian Government, and accordingly disallow it.

SUMMARY

Amount Claimed	Allowed
1. £700. . . . .	£300
2. £326.4 . . . . .	Disallowed
3. £59.17 . . . . .	Disallowed
Assessed at £300.	

The question of domicile then came up. Mr. MacIntosh was born on August 24, 1856, at Thorold, Ontario, and Mrs. MacIntosh was also born in Canada. They both lived permanently in Canada until 1887. They then went to England, intending to permanently reside there and having no intention of ever returning to Canada.

Mr. MacIntosh was in an oil syndicate working concessions in Poland. He had a residence in that country since 1887 or 1888. Periodically they returned to England for 3 or 4 months at a time, staying at hotels or with English relatives within or near London. Their daughter and son were educated in English schools. The son was killed early in the war. They claimed English domicile, but the British Department decided otherwise. The claim was then referred to this Commission.

This is one of the claims really outside of our Orders in Council, but as in similar cases I would recommend that it be allowed because if we do not recognize it the claimants have no redress in any other quarter. I would adopt the assessment of the British official.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9) and I find that \$1,500 is fair compensation to the claimants with interest at 5 per cent per annum from the date of the ratification of the Treaty, January 10, 1920, to date of settlement.

February 4, 1927.

JAMES FRIEL,  
Commissioner.

## DECISION

## Case 1318

*Re* CARLTON M. MACINTOSH

Claimant is a Canadian, born in Petrolia, Ontario, December 19, 1899. He was engaged in oil operations and living at Mraznica, Boryslaw in Galicia, when the war broke out and had to leave Galicia in May, 1915. His claim is on account of personal property, furniture, etc., taken or destroyed by the Austrians or looted by their troops and on account of machinery damaged by them, the loss of tools lent by him to another operator and losses up to the end of 1914 before the Austrian occupation.

The claim was submitted to the British Reparation Claims Department who transferred part of it to the Administrator of Austrian Property Clearing Office and another part of it to the Russian authorities, and then transferred the file to this Commission by reason of the claimant's Canadian nationality. I take it that we are supposed to deal with the property carried off, seized, injured or destroyed by the allies of Germany. The proof as to who did the damage is quite meagre. The premises may have been looted by the inhabitants and some of the activities of the Cossacks are mentioned in the case. There is nothing definite to go on, but I would recommend payment to claimant of \$1,000.00 compensation, with interest at 5 per cent from January 10, 1920, the date of the ratification of the Treaty.

This is another of the cases outside of our Orders in Council in which the recommendation notwithstanding the fact that claimant was not or is not a resident in Canada.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$1,000.00 fair compensation to the claimant with interest at 5 per cent per annum from the date of the ratification of the Treaty, January 10, 1920, to date of settlement.

JAMES FRIEL,  
*Commissioner.*

February 4, 1927.

## DECISION

## Case 1319

*Re* RICHARD VAN SICKLE

Claimant is a Canadian born British subject.

When the war broke out he was operating an oil property in Campina about 60 miles from Bucharest. He had rented a house in Campina in 1913, and intended bringing his wife and children there from England to reside with him. He purchased furniture some of which was distributed through the house and a large portion of which was in the cases in which it had been sent from Bucharest. The Germans occupied Campina, December 5, 1916, and claimant's house was taken by the German troops for the Commandant's Office and they remained there until 1918. Before leaving Campina the Germans loaded up the furniture and effects and moved them to a destination unknown.

The claim was investigated by Mr. Dane of the British Reparation Claims Department who assessed the damages at £743. He stated in respect to domicile:—

"The claimant was born in Canada in 1868, his ancestors having been there for several generations, and left there about 1889; he was then in Galicia until 1896, when he went to Australia for two years, and after a stay of a similar duration there he came to Roumania, and, excepting for certain intervals, has been resident in that country ever since. He has,

however, for many years past been in the habit of visiting England, but for short periods only, his longest stay having been of between four and five months. His wife was born in Canada, three children in Roumania, and one in England; all the children have been educated in England, and, although as stated above he himself has never resided permanently in England, his family appear to have done so for a considerable number of years, but are now resident in Roumania, with the exception of the two youngest children, who are still at school in England. It would appear that the claimant has never acquired a domicile in the United Kingdom, and that his is a claim for action by the Canadian authorities."

This is another of the claims outside of our Order in Council, claimant not being a resident in Canada at the time of the loss or since. If payment is not made by our Government, there is no other tribunal to which he could have recourse.

I would recommend payment at the amount assessed by the British Office, £743—the equivalent in Canadian money—\$3,645.23, together with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

"His claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$3,645.23 fair compensation to claimant with interest as above indicated.

February 4, 1927.

JAMES FRIEL,  
*Commissioner.*

#### DECISION

#### Case 1320

#### *Re* JACOB HERBERT PERKINS

Claimant was born at Petrolia, Ontario, May 16, 1881, and for many years has been engaged in oil operations in Poland. His claim is for the complete destruction of his house, furniture and other belongings at Rowne, in Galicia, Poland. The greater part of the property was requisitioned and destroyed by Austrian Hungarian Military between the dates September, 1914, and May, 1915. The house was destroyed in the course of the several battles in the district. The London Valuation Commission sitting at Krosno, April 16, 1921, fixed the damage caused by the Austrian Hungarian Army at Kronen 56,444.94 which at the peace rate of Kr. 24,236 equals £2,329 or \$11,426.30.

There were three claims by Perkins & Company against the Austrian Government, as follows:—

1. Claim for £134,514-0-0 by Edward Blake Perkins & James McGarvey in respect of destruction of an oil mine in Galicia. Judgment has been given in this case, for claimants.
2. Claim for £23,033-0-0 by E. B. Perkins and heirs of Jacob Perkins in respect of sale to a mineral factory in Vienna of shares of the Galicia Naphtha Production Co. Claim withdrawn by the claimant.
3. Claim for £3,587-0-0 by Jacob Herbert Perkins for damage done to property of claimant, furniture and other belongings in his house destroyed.

Claim 1 was settled by the Austrian authorities for the equivalent £6,127-13.

Claim 3 was returned to the British Foreign Office who sent it to this Commission by reason of claimant's Canadian nationality.

If they had paid it on the scale of allowance out of their £5,000,000 fund for the relief of civilians, their award would have been £1,073-14.



The claim is set out by claimant on our declaration form as follows:—

Household—establishment . . . . .	\$ 4,203 16
Linen, clothes, silver, porcelain, glass. . . . .	4,045 24
Motor car, wagons, drilling rig, harness, agricultural implements, hay, grains, straw, etc. . . . .	3,354 58
	\$11,602 98

We are not particularly obliged to consider this claim at all under our Orders in Council but the British Reparation Claims Department having transferred it here owing to their commission not covering losses by nationals of any part of the Empire sharing in reparations, I would recommend that compensation be allowed in the amount that the British Department would have awarded had claimant been a British subject domiciled in England, namely £1,073-14 or \$5,267.68, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$5,267.68, fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,  
*Commissioner.*

February 15, 1927.

#### DECISION

##### Case 1321

##### *Re* CONSTANT BOSSEUYT

Claimant is a naturalized British subject, born in Belgium and has lived in Canada since 1889.

Claim is for loss of property near Paschendale, in Belgium, consisting of a house, chapel, fences, trees and plants, destroyed by the enemy during one of their engagements in the war. The Germans took possession of a part of the land for a cemetery. This property was purchased by the claimant in 1911 and was occupied by relatives of his as tenants. He was not able to recover compensation in other quarters though it is not unlikely that eventually he will recover something especially in connection with the land taken for purposes of burial.

I would allow claimant \$1,000 compensation.

This claim falls within the First Annex to Section (I), Part VIII of the Treaty of Versailles, category (9), and I find \$1,000 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty, to date of settlement.

JAMES FRIEL,  
*Commissioner.*

March 13, 1926.

#### DECISION

##### Case 1322

##### *Re* MRS. VICTORINE FARRELL, FORMERLY HASPELAGII, WIFE OF J. J. FARRELL

Claimant a Belgian girl suffered loss by the destruction of her three houses and contents during the German Invasion of Belgium in 1914. She married a Canadian soldier in 1919. Her claim for 14,420 francs damages was submitted to the Belgian authorities and then to the British Reparation Claims Depart-

ment who sent it to the Belgian War Damages Tribunal, dealing with claims of British subjects and they had it assessed by the Commissaire de L'Etat.

The property destroyed consisted of two houses, with fence and trees at Langemarek, valued at 6,000 francs and a house, bakery and stable, with fence and trees at Woumen (Jonkershove) valued at 5,700 francs and there was an item of 2,520 francs for loss of rent of the premises.

The Commissaire de L'Etat in his judgment, dated May 12, 1923, stated that the Belgian Act of September 10, 1919, (War Damages) provided that persons only were entitled to the benefit of said law, who were physically and legally of Belgian nationality and that it had been held by their Cour de Cassation in a judgment dated June 23, 1921, that the condition of Belgian nationality should exist in the claimant at the time of the damage and should continue until the time of the definite allocation of indemnity; and that claimant who was a Belgian in 1918 and did not acquire British nationality by marriage until September 30, 1919, falls within the decision cited of the Cour de Cassation. He goes on to say that from verbal instructions of the British Claims Office at Brussels the dossier transmitted for verification and assessment, may be considered in so far as nationality is concerned. He proceeds with the assessment and finds that while there is no way of getting expert opinion on the value of the property destroyed, he may accept the amount set out in the claim with the proofs attached as fair value. The two houses at Langemarek were acquired by claimant in partition proceedings with her brother co-heir of their mother and in such proceedings the value of the houses was placed at 4,000 francs, that value being admittedly low on account of the family arrangement in respect to the partition and the desire of the parties to keep down registry fees. The property was insured for 3,500 francs. He accepts the value of 6,000 francs in 1914 and in the same way with respect to the house at Woumen valued in the partition proceedings at 4,000 francs and insured for 4,500 francs, he accepts the valuation of 5,700 francs. He disallows the claim for loss of rent as not being a direct damage provided for by the Belgian law. Applying the provision of the War Damages Act in respect to replacement he allows a coefficient of 6 in respect to the houses at Langemarek and 5 in respect to the house at Woumen and assesses for the former 36,000-6,000 francs and for the latter 28,000-5,700 francs, or a total assessment of 64,500 francs for both properties, the amount claimant would have received through the Belgian Tribunal, if she had retained her Belgian nationality.

He attaches this note to his judgment:—

"Complying with instructions received from the British Claims Office at Brussels, we believe that we have to state that the claimant in question is not a British subject but a Canadian subject by reason of her marriage with Mr. Farrell who was born May 2, 1881, at Lot 16, Prince Edward Island, Canada."

The claim was then returned to the British Reparations Department. The Belgian Government had previously advised claimant that under the law they could not entertain her claim on account of her having acquired British nationality by marriage.

The claim was transferred to the Canadian Reparation Claims Department as having been duly assessed by the proper and competent authority. It was transferred so the British Department stated, on account of claimant's husband being a Canadian.

Claimant and her husband have moved to Canada and are located at Summerside, where Farrell intends, if his health will permit, to take up his former work of blacksmith and general repairs.

The late Commissioner took the view that claims like this were outside the jurisdiction of this Commission. If we are to follow absolutely the terms of the advertisement for claims and the Orders in Council in respect to the com-

mission, and the terms of the commission itself, he was right. In this case claimant at the time of the injury sustained was not a British subject, and had never been a resident of Canada.

She and her husband, a veteran of the war are establishing a home in his native country and I think the claim should be allowed. If we do not give compensation there is no other tribunal that will.

I would recommend that the claim be allowed at the amount assessed by the Belgian Official as the value of the destroyed property in 1914 amounting to \$2,340 with interest at the rate of 5 per cent per annum from the date of the Belgian assessment to the date of settlement.

This claim falls within the First Annex to Section (1) Part VIII of the Treaty of Versailles, category (9), and I find \$2,340 a fair compensation to the claimant with interest as above indicated.

JAMES FRIEL,  
Commissioner.

Ottawa, September 28, 1926.

## DECISION

### Case 1323

*Re MAURICE GINTZBURGER (Deceased)*

*Presented by his widow: Henrietta Gintzburger as his executrix and in her own right*

Maurice Gintzburger, was born in Neuchatel, Switzerland in 1867 and became a naturalized British subject at Kaslo, B.C., on the 2nd October, 1902. He was a broker or financier in Vancouver and Henrietta Gintzburger is a Canadian, born in Montreal. (In one part of the record his occupation is given as engineer).

They were on a visit to Gintzburger's brother-in-law, Fernand Scheuer at Stenay in the Department of Lille, in the North of France, intending to remain for three or four months, but on the 26th August, 1914, on account of the sudden arrival of the enemy troops, they had hurried to get away, leaving all their belongings behind them. Afterwards, during the war, Mr. Gintzburger worked in the Woolwich Arsenal, London, where his services were much appreciated, as is certified by the controller of the Ammunition Components.

His claim for £849.12 for loss of personal effects was first filed with the British Foreign Claims Office, December 9, 1918, and on August 23, 1921, he completed a declaration of damages for the French Commission des Reclamations of the effects lost to the value of £843.1 and claimed £1,515.15.6 replacement value.

The claim was again notified to the British Foreign Claims Office by statement of damages dated November 20, 1920. The British Reparation Claims Department asked an official of the British Consulate at Lille, to deal with the case and that official made a report and assessment dated October 28, 1923, from which I quote, as follows:—

"I have ascertained from the Ministere des Regions Liberees, that all property in Stenay was rendered uninhabitable by the operations of war, and apparently the Scheuer family became refugees at Redon, Ile and Vilaine. Nevertheless the letter put in from 'Mere Flecheux' admits the recovery of a certain amount of furniture but states that all their effects were taken. Even allowing for the claimant's statement that: 'practically all was newly purchased in Vancouver, Montreal, London and Paris,' the values set down for personal clothing for two persons are altogether beyond anything which properly could be considered admissible. It is probable that they occupied a good position and that their effects were valuable, but I do not think that such demands as £4.10 for 4 lace handkerchiefs and lists of articles on parallel lines can be recognized. I propose to allow £50 for Mr. Gintzburger and, in view of the jewellery, £100 for Mrs. Gintzburger, and accordingly I assess the claim at £150."

After the war Maurice Gintzburger moved to Cincinnati, Ohio, where he died, leaving a Will giving all his property to his wife and appointing her and Alfred England of the City of Vancouver, executors.

Mrs. Gintzburger appeared before this Commission at Vancouver, September 5, 1925, and gave sworn testimony in respect of the claim. She stated she had lost all her jewelry and clothes when she and her husband left the town of Stenay in the middle of the night and that the value of the lost effects was £849.12 as declared by her husband.

She produced strong testimony as to his integrity and social standing in Vancouver, where he lived for 28 years.

She produced also, bills from the shops, for the purchase of some of the things alleged to have been lost, such bills totalling about \$1,400.00 and indicating a rather expensive outfit, which would, of course, be worn to some extent at the time of the loss. The furs, priced at \$625.00 which would rather increase in value, and some of the lady's costumes and gentleman's wearing apparel were purchased in Vancouver in the fall of 1913.

I do not agree with the assessment of Mr. Flavell, but I do think the values submitted will stand reduction.

I would allow the claim at \$3,000.00 with interest at the rate of 5 per cent per annum from the date of loss August 26, 1914, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$3,000.00 fair compensation to the claimant with interest as above indicated.

August 12, 1926.

JAMES FRIEL,  
Commissioner.

#### DECISION

##### Case 1324

*Re Mrs. MARGARET LECLECH-GARDIN*

Claimant is the wife of a British subject residing in Canada. She claims for property in France, taken by the enemy. Her claim was assessed by the French War Damages Tribunal at 160 francs, value of property lost and 350 francs for what they called "frais supplémentaires." They transferred the claim to the British Reparation Claims Department who re-assessed it and allowed it at £6.13.6 and then transferred it to this Commission.

I would allow the claim on the British assessment, \$32.75, Canadian money, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$32.75 is fair compensation to the claimant, with interest as above mentioned.

May 1, 1926.

JAMES FRIEL,  
Commissioner.

#### DECISION

##### Case 1325

*Re Mrs. MADELEINE JENNINGS*

Claimant who was a Belgian subject became a British subject by marriage with Edward Jennings, a former Canadian soldier, March 10, 1920. At the time she had a claim before the Belgian War Claims Department on account of certain losses met with during the war. She was living in the village of

Voormezele, near Ypres, and personal property and goods of hers in that place were destroyed or looted by the enemy, the value of which is declared at 1513 Belgian francs. She declared also in her claim to this Commission for her share in certain furniture and property which belonged to her father in which she is interested with her brothers and sisters. This part of the claim is not clear and there seems to be no reason why this Commission should consider it. It seems to be a family affair to be settled among themselves or dealt with by the Belgian authorities.

In respect to the loss of goods and effects first mentioned, the Belgian authorities on her marriage refused to further entertain her claim, saying she had become a Canadian or British subject.

I would allow that part of her claim. The amount involved is not very great and it seems to me she is entitled to some consideration.

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

JAMES FRIEL,  
Commissioner.

June 17, 1926.

#### DECISION

#### Case 1326

*Re* MRS. A. H. MENDER-MORGAN

Claimant is a naturalized British subject under certificate of the County Court of Victoria, issued to her September 20, 1912. She was then a widow and had lived in Canada fifteen years.

Her claim is in respect of personal property, furniture, and personal effects belonging to claimant, situated at the time in Antwerp which were carried off, seized, injured or destroyed by the enemy after the Germans took that city.

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

I would allow the claim at the amount declared, £206 19s., or the equivalent in Canadian money, \$1,015.32, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Peace, category (9), and I find \$1,015.32 is fair compensation to the claimant, with interest as above indicated.

JAMES FRIEL,  
Commissioner.

May 14, 1926.

#### DECISION

#### Case 1327

*Re* LUSIE LOUISE THOMPSON, WIFE OF JOHN THOMPSON

The claimant, whose maiden name was Pouvres, was born in Belgium in 1883, and was married in France September 11, 1918, to Thompson, a Canadian soldier, born in England in 1887. They came to Canada September, 1919.

At the time of her marriage Mrs. Thompson had a claim before the French War Damage Commission, Cantonale De Lille-Centre, for loss of furniture, clothing, jewellery, etc., by enemy action in Lille, in the month of August, 1914. On September 28, 1923, this claim was converted into a judgment for 3,000 francs.

One would think that the French Government should settle the claim but in a similar case they refused, taking the ground that the claimant having become a Canadian national, the matter is one for our Government to deal with.

This claim is not very large and I think our Government may as well pay it, otherwise claimant will not likely get anything.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$600.00 is fair compensation to the claimant with interest at the rate of 5 per cent per annum from the date of the French award, September 28, 1923, to date of settlement.

April 10, 1926.

JAMES FRIEL,

Commissioner.

## DECISION

### Case 1328

*Re* WM. J. ZIMMERMAN (DECEASED)

Claimant was a Canadian, born in Tara, Ontario, who went to Roumania in 1908, as oil field manager, and was employed in that capacity for a British oil company when the war broke out. When the Germans invaded Roumania in 1917, the owners fired their wells and the British and American employees had to leave the country at once in face of the advancing enemy. Zimmerman and his wife tried to get to Canada through Russia but were held in Petrograd by the revolution. They returned to Roumania when it was thought safe in 1918. Their home in Campina had been occupied by the enemy and all their furniture and personal property destroyed or carried away.

Zimmerman put in a claim to the British Reparation Claims Department in 1919 for loss of personal property and loss of salary, house rent, etc., and his claim was investigated by an official of the British Reparations Department with other claims of British subjects in that country, whose report on the case with the claim and other papers in connection with it were sent to this Commission by reason of claimant being a Canadian.

A claim was also made to the Government of Roumania on account of claimant's residence there and of the fact that his wife was a Roumanian. It was considered by the Roumanian Commission dealing with war damages in October, 1920, and an assessment was made generous enough in amount but the Roumanian Government refused to pay anything, claimant being a British subject.

Zimmerman died in 1923 without having received any compensation from any source.

His widow, formerly Helen Dimitriu, to whom he had been married in 1909, came to Canada in 1925 and is living with his relatives in Thornbury, Ontario. She attended before this Commission and submitted complete and satisfactory proof of this claim.

Zimmerman left no will and hardly any property on account of losses during the war and their expenses in Petrograd. He apparently had a comfortable home in Campina. There were no children. He left no debts.

I think that the claim in respect to loss of household furniture and effects should be allowed notwithstanding his residence out of Canada and in that respect it was proved that he intended returning to make his home and end his days in this country.

Unless the provision of the Order in Council restricting claims to residents in Canada is waived there will be no source from which Canadian subjects resident out of Canada can receive compensation.

I would allow \$1,600.00 compensation on account of loss of furniture and effects with interest at 5 per cent per annum from the date of the Treaty of Versailles, and I see no reason why the compensation should not be paid to Mrs. Helen Zimmerman, widow of the claimant, direct.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find \$1,600.00 is fair compensation with interest as above indicated.

Ottawa, September 22, 1926.

JAMES FRIEL,  
*Commissioner.*

### DECISION

#### Case 1329

#### *Re GRAND TRUNK RAILWAY COMPANY OF CANADA*

Claimants are a Canadian corporation. They filed a claim on account of loss of certain furniture in their offices at Antwerp, Belgium, alleged to have been carried off by the Germans during their occupation of that city. Claimants also filed a claim on account of rent which they were compelled to pay on said offices during the war, although the same were not used by them by reason of the German occupation. This payment for rent cannot be allowed.

I will allow the claim for the furniture carried away at the amount declared, \$279.47.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, category (9), and I find that \$279.47 is fair compensation to the claimants with interest at 5 per cent per annum from the date of the ratification of the Treaty (January 10, 1920) to the date of settlement.

December 1, 1926.

JAMES FRIEL,  
*Commissioner.*

### DECISION

#### Case 1330

#### *Re WILLIAM LOEBEL*

Claimant, born in Roumania, came to Canada in 1900 and was naturalized a British subject in Canada in the Circuit Court, Montreal, May 8, 1917. Prior to the outbreak of war he had his home in Montreal over which his mother presided, he being single. The other members of the household were his sister, Louise, and a young brother. His father was living in Canada and had been naturalized in 1889 but was living separate and apart from his wife and family who were maintained in part by the claimant and in part by an older son in Chicago. The girl was born in Canada. In May, 1914, claimant's mother who was in poor health and his sister went to Roumania for the good of their mother's health and to visit relatives. When the war broke out they were detained in that country notwithstanding their Canadian nationality and in the month of August, 1917, they were caught in the town of Tergu Oena in the district of Bacau when that town was bombarded and taken by the Germans. They were killed in the bombardment, August 5, 1917. With others, they had taken refuge in the cellar of the house of a relative with whom they were staying and out of ten persons in the cellar, only one escaped. It is stated that their deaths were due to the negligence of the military commander in the town who refused to allow the civilians, particularly the women and children, to

depart when the town was bombarded. Their personal effects, money and jewelry, were pillaged but by whom, it is not shown. They were buried, apparently by their own people, August 6, 1917.

Mrs. Loebel at the time of her death was 47 years old and the girl 15. Owing to their death the claimant had to break up his home and leave Montreal.

His claim for loss of their lives and loss of personal property, jewelry, and monies with them, was heard by the late Commissioner in Montreal, in June, 1923.

Claimant gave evidence that he and his brother referred to kept the family but his mother was his housekeeper and head of the home, and that after her death, he had to take charge of his younger brother, look after him, and educate him. The breaking up of the household entailed a different method of living and much greater expense. The younger brother was 16 at the time of his mother's death. Claimant looked after his education and put him through college.

The deceased mother did not have any private source of revenue or any property while in Canada. Her father in Roumania was a man of means and she received a considerable sum from him when she was there which she had with her at the time of her death. They had bought quite heavily, preparing to return to Canada. The grandfather had been very liberal with them.

An affidavit was filed of Rachael Hirsch, sister of the deceased mother of the claimant who declared to monies and personal property her deceased sister and the girl had with them when they were killed. Rachael Hirsch was the sole survivor of the women and children in the cellar; two of her children were killed there. She says the military authorities did not give permission to take the bodies for several hours, and when the bodies were found, they had been pillaged and the money and personal effects had disappeared. The town fell about August 18, 1917. The Germans were afterwards driven out of it.

Claimant went to Roumania in 1919, to ascertain the fate of his mother and sister. They had been, it seems, harshly treated by the Roumanian police and military authorities. They were Jews. They were detained in the country apparently without reason. Mrs. Loebel was arrested on one occasion for neglecting to report to the police and was sentenced to one year in prison and was only released when those in charge of the British interests in the town, took up her case. The women should have been allowed to leave the country.

Claimant, I think was dependent on his mother for the maintenance of his home. The young brother was more or less dependent also; and the increased expenses of both owing to her death were a subject of pecuniary damage suffered by claimant.

The late Commissioner noted the claim for allowance at \$3,750.00 in respect to dependency and \$1,500.00 on account of the loss of effects, jewelry and money and I approve of these amounts.

This claim falls within the First Annex to Section (I) Part VIII of the Treaty of Versailles, categories (1) and (9), and I find \$5,250.00 fair compensation to the claimant, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

JAMES FRIEL,  
Commissioner.

November 30, 1926.



## DECISION

## Case 1331

*Re* STANDARD IMPORTS LIMITED

Claimants are a Canadian corporation. They claim for the value of 150 cases of sardines taken by German soldiers from the private warehouse of the Canadian Pacific Railway in Antwerp, Belgium, on the 22nd October, 1914, after the occupation of that city by the Germans.

This claim was before the late Commissioner at Montreal, June, 1923, who noted it for allowance at the value declared and proved by invoice, \$701.69, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement, and with which I agree.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$701.69, fair compensation to the claimant company, with interest as above indicated.

JAMES FRIEL;

Commissioner.

December 14, 1926.

## DECISION

## Case 1332

*Re* KHAMIS MICHAEL

Claimant was born in Armenia about 75 Miles from Mosul, Mesopotamia, Asiatic Turkey, April 24, 1871. His people were Armenians, his father being a pastor or minister in that country. Claimant came to Canada about twenty-two years ago, leaving his wife and child in Persia. He was naturalized September 22, 1905.

He had a little money of his own when he arrived, and for a while, one winter, worked on the railroad until he had a little more money when he took up a homestead in Mortlach, and was prosperous. Part of his land became town-site property and he sold lots and acquired buildings, afterwards mortgaged to raise \$7,000.00.

In 1904 he was back in Persia and bought land and a house in the city of Urumia for which he paid \$3,000.00. He rebuilt it and fixed it up at a further cost of \$3,000.00. He says that he refused \$11,000.00 for it offered by the Russian Consul. He moved his family to this home. His wife could not speak English and did not have any people in Canada and did not want to come to this country.

He went into business there dealing in Persian rugs and carpets and other wares. He sent goods from Canada for sale and exchange and imported goods into this country. He left money in Persia and took mortgages and says he had \$5,000.00 worth of paper when the trouble came. He came and went between the countries staying a couple of years in Persia each time. The last time he went there was in 1911, and he came back to Canada in 1913, or as he says "just before the war." In these visits he always reported to the British Consul at Tabriz. He says he worked with the Consul looking after Canadian subjects there.

Michael's movements from his evidence are somewhat confusing. In his declaration he says that on or about the 15th December, 1909, he returned from Canada to Persia and took up his residence at Urumia. He registered as a British Canadian subject at the office of the British Consul at Tabriz, May 27, 1913, apparently before returning to Canada the last time.

In the month of March, 1915, his family was compelled to take refuge with the American Mission at Urumia to escape the atrocities and illegal warfare of the Turkish Army. They remained there until the Mission was evacuated when they were compelled to take refuge with the British Consul at Tabriz. The family consisted of Nanajan Michael, his wife, aged 26 years (his first wife had died, and he had re-married), Rachel Michael, his daughter by his first wife, aged 18 years, John Michael, son, aged 5 years, and Jennie Michael, daughter, aged 4 years.

While they were in the American Mission in the spring of 1916, the boy, John Michael, died. In February, 1917, his wife and daughter Jennie came to Canada. The daughter Rachel remained apparently in Tabriz and afterwards went to London. She never came to Canada. It is claimed the boy died from lack of proper nourishment and from fright.

The Russian Army moving on Mesopotamia, and the Turks were fighting. The Turks were massacring their subjects, the Armenians, not an unusual thing, and looting their property. After the Russian retreat in November, 1916, claimant's entire property in Urumia was looted and destroyed by the Turkish army. The claimant asks for compensation to the amount of \$56,377.00 on several grounds. He claims \$20,000.00 on account of the loss of life of the boy John, aged 5 years at the time of his death. This part of the claim would not be allowed under any circumstance as there is no dependency to give the Commission jurisdiction. He asks \$5,000.00 compensation to himself and the members of his family for hardships endured and bodily injuries sustained through lack of nourishment and fright and being compelled to leave home and take refuge with the Mission and finally coming to Canada. There is no bodily injury proved and as to the rest damage is indirect and casual and hardly even on account of the war considering former and subsequent conduct of the Turks towards the Armenians.

It surely seems odd to be asking this country for damages on account of being compelled to come and live here.

As to injury to property, particulars of the claim are as follows:—

(1) Dwelling house, outbuildings and land at Nevgajar St. Urumia, Persia, destroyed by the Turkish Army.. ..	\$16,700 00
(2) Value of effects also destroyed.. ..	5,427 00
(3) Value of weaving machine.. ..	1,200 00
(4) Value of wool, and yarn.. ..	600 00
(5) Two heads of cattle.. ..	250 00
(6) Fruit trees and vineyard.. ..	700 00
(7) Complete library.. ..	6,500 00
(8) Compensation for suffering and hardships.. ..	5,000 00
(9) Claim for compensation for the death of his little son whose illness was caused by lack of proper nourishment and fright.. ..	20,000 00
	\$56,377 00

#### *Ground of Claim.*

(1-7) Destruction by the Turkish Authorities.

(8) and (9) Ill-treatment and anxiety caused by the actions of the Turkish Authorities.

This claim was originally submitted to the British Foreign Claims Office, which made inquiries of the Acting British Consul at Tabriz who reported, under date of December 28, 1919, that it was very difficult to obtain exact information on the subject. Some of the Syrian refugees told him that the house of Mr. Khamis Michael was completely destroyed. Nobody could say definitely whether

it was done by the Turks, Kurds or Persians. The value of the property was estimated by the Acting Consul's informant at 3,000 Tomans. A Toman according to a later affidavit on the record was worth about one dollar.

Claimant filed three affidavits in support of his claim. The first is by Prof. E. T. Allen of Whitman College, Walla Walla, in the State of Washington, who was attached to the American Mission in Urumia and resided there from the year 1911 to the year 1918. In his affidavit he deposes that he was there during the month of January, 1915, and he knew the invading Turkish Army looted and plundered and destroyed the house of Khamis Michael on or about the 2nd day of January, 1915; that he frequently visited and saw the house after the plundering. He knew Michael to have had one of the valuable properties of the city, located in a very desirable location, and that his house was well furnished, but he is not able to state the monetary value thereof.

NOTE.—Claimant in his evidence states that the house was all razed to the ground. He said the troops "put dynamite in the cellar and blew everything up."

There is a second affidavit by Prof. E. T. Allen. He has personal knowledge that claimant owned property in Urumia. As far as he knows and in his judgment the property "should be worth the sum of at least \$12,000.00." This refers to the dwelling house, stable and wall. This deponent goes on to say that the Persian rugs would be worth at least \$1,350.00. He knows that the claimant was the owner of an English Weaving Machine complete, and believes the value of the machine in Persia would be about \$1,200.00. He believes that he was the owner of yarn and wool and the owner of cattle and cows which would be worth at least \$75.00 per head. There were fruit trees around the dwelling worth in his judgment \$12.00. He knows that the claimant owned a library in the Nestorian language which he was informed by the claimant was received from a cousin of Archbishop Marchinum. A library of that kind he says was very valuable. "It is impossible to fix what its real value is on account of the fact that there would not be much demand for such, but he would place the value of the library at \$6,500.00. This affidavit was made June 18, 1926.

There is a third affidavit by Joshua Khamis of San Francisco, a missionary, and he deposes that claimant was a prosperous man and had one of the best homes in the city of Urumia, well and comfortably furnished. He recollects a weaving machine with spinning attachment, also Persian rugs which in Urumia run in value anywhere from \$50.00 to many hundreds of dollars. In the deponent's judgment the home together with the land, fruit trees, and other surroundings of the size of that occupied by the claimant and his family would at least be worth \$8,000.00. Deponent states that he knows Michael came to Canada with the intention of becoming a Canadian, and that he returned only as a visitor when he came back to Urumia, and that he had difficulty in getting his family into Canada as his first wife had trachoma. She never got admission into Canada. He knows that claimant got married to his second wife whom he was going to bring to Canada as soon as possible. This affidavit was made July 20, 1926, after the hearing.

These affidavits were drafts and sent on to the deponents with the blanks to be filled in. I attach very little importance to them as establishing values.

Enquiry made through the British Consul at Tabriz in respect to the claimant's property resulted in a report from a reliable authority among the Assyrians at Urumia to the effect that the best building of the richest man there would not cost more than \$5,000.00, to include stable, kitchen, bathroom, storage and walls, all of which are appendants of the building, especially the walls which cannot be sold or claimed separately. In a well provisioned home, so report goes, one could not find more than two bags of rice, one batman of meat, 3,000 batman firewood, 400 batman flour, all of which with various fruits would

be worth about \$111.00. Not only at Urumia but even at Tabriz a chair costing \$100.00 cannot be found. Six tables worth \$500.00 in a house is impossible. The looking-glass at \$25.00 would need to be silver or large mirror. The value of his cattle is as follows:—

1 Ox.. . . . .	\$30 00
1 Cow.. . . . .	30 00
1 Sheep.. . . . .	5 00
1 Goat.. . . . .	3 00
1 Donkey.. . . . .	15 00
1 Buffalo.. . . . .	50 00

As to the library the report goes on "one does not know what books there were. It is possible one book costs \$6,500.00 or the whole lot do not worth \$10.00."

Dealing with schedule "C" attached to E. T. Allen's affidavit amounting to \$5,427.00, he says that "if this part of the claim be reduced to 5 per cent the sum will represent the right claim to utmost." I take it that he means one-fifth of the amount claimed in this schedule would be the utmost to allow.

The claimant's solicitor referred us to Miss Barclay in London with reference to the weaving machine, and she answered our inquiry to the effect that the weaving machine had been given to Khamis Michael by her in order to establish a relief business for the poor in Urumia, Persia. She paid £30.0.0 for the machine and £20.0.0 for carriage. Miss Barclay in her letter says further that she can certify from letters written to her, that all the Christian houses and property in Urumia were destroyed in the war by Turks and Kurds. She says further that she has known claimant for twenty years and that he is worthy of help.

This claim presents other difficulties besides those indicated. The claimant's property was not destroyed because he was a Canadian subject. It was destroyed by the Turks, the overlords in Urumia, whose subject in every sense he was, so far as the property was concerned, and their reason for doing so was apparently that he was a Christian. At the same time they massacred 16,000 other Armenians, or Christians, and killed at least five missionaries. The claimant possessed a dual citizenship and I cannot see how this property in Urumia was in the slightest degree impressed with Canadian Nationality. The process of naturalization in this country gives a man the right of a British subject in Canada, and to those he is entitled without question, but why should our country be called upon to protect the property and interests of naturalized immigrants in the countries of their origin when they see fit to return there?

In reply to this it was argued strenuously by claimant's counsel and proved that Michael had only returned to Urumia when he had acquired enough money to bring his wife and daughter Rachel to Canada; that he did actually bring them and they were refused entrance at Quebec on account of eye trouble; that he took them back to Urumia and he himself came back to Canada in about three years; six months after that his wife died and he went back on a visit to Urumia and married his present wife; that he had her and the daughter examined by a doctor at Urumia as to their physical fitness, including eyes, for admission to Canada and that the doctor had advised him that a treatment of three or four years would be necessary before they could properly leave and expect to be admitted, and that it was then that he acquired a home for them in Urumia, that he returned to Canada a little over a year after housing his wife and family and was in Canada when the war broke out and during the war; that after the war was over the British Consul sent his wife and young daughter Jane to New York, and claimant brought them to Mortlach where they stayed for a couple of years or more, when his wife who was not rugged at all was forced to go to a warmer

climate in the United States, where she is at present residing; that the daughter Rachel came to London en route to Canada where she stayed for five years when she came to Mortlach (November, 1920), and she has continued to reside with him since that time.

It is perhaps difficult to draw the inference that claimant's property was destroyed by the Turks, allies of Germany, in an operation of war because they were not at war with Persia. In reply to that it is stated that the damage was done by detachments from the Turkish army marching through Persia to meet the Russian army and while they had no right whatever to attack Urumia that is the sort of thing that they would do by reason of their hatred of the Armenians.

Under all the circumstances I would recommend that some compensation be awarded the claimant and I would fix the amount at \$3,000.00.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$3,000.00 fair compensation to the claimant with interest at 5 per cent per annum from the date of the ratification of the Treaty, January 10, 1920, to the date of settlement.

February 16, 1927.

JAMES FRIEL,  
Commissioner.

**Case 1333**

*Re* W. CONSTANTIN

No action taken. Cannot locate claimant. Not sufficient information on file.

**Case 1334**

*Re* MESSRS. LAZARUS AND ROSENFELD

No action taken. Goods seized by German Government. Commissioner considers it no claim.

**Case 1335**

*Re* THOS. J. McMANUS

No action taken. Loss of household goods, etc. No particulars. Claimant did not appear.

**Case 1336**

*Re* M. L. ROSENTHAL

No action taken. Damage to flour mill in Poland. Commissioner considers it no claim.

**Case 1337**

*Re* BRUCE E. CAMERON

No action taken. Loss of effects in Germany. No particulars or formal claim filed.

**Case 1338***Re* CANADIAN PACIFIC RAILWAY COMPANY

No action taken. Claims *re* furniture seized at Antwerp, seizure of machinery parts, etc.

Letter from General Solicitor advising that Company does not wish to press claims.

**Case 1339***Re* SURANI OILFIELDS LIMITED

No action taken. Capital expenditure in sinking for oil before the war. Occupation of premises by belligerents. Commissioner can see no occasion for action.

## DECISION

**Case 1340***Re* ADOLF FLACHS

I agree with the finding of Mr. Dano, that claimant after being naturalized in Canada, returned to the country of his origin intending and did remain there, which would void his claim to Canadian nationality.

This claim will have to be entered with the "no action" claims and put in that file.

JAMES FRIEL,  
*Commissioner.*

February 3, 1927.

## DECISION

**Case 1341***Re* CHARLES EDGAR LESLIE (Danielervier)

"Danielervier" is the name given as beneficiary in the French award for personal and domestic effects pillaged at the evacuation of 10 rue Alphonse Leullie, Amiens and looks like an assessment of Francs 1,500, equal to \$291.83. This award is the usual frais supplementaires at Francs 1,000, the actual loss being Francs 500. Claim seems to have some connection with Charles Edgar Leslie, Montreal, Canada, student. We have sent a form to Danielervier at the address given, "P.O. Box 1288, Montreal" and it was returned marked "Box Closed. Not in Directory." We have again mailed and addressed one to Leslie and failing any communication from him the papers may go into the "No Action" file.

JAMES FRIEL,  
*Commissioner.*

February 14, 1927.

## DECISION

**Case 1342***Re* LIBRAIRIE BEAUCHEMIN, LIMITED

This Company was incorporated under The Companies Act of Canada and has its Head Office at the City of Montreal. The claim is for loss of books printed in Belgium in 1913 and 1914 which were seized by the German authorities during the occupation of Belgium. The company was unable to obtain the

books until after the termination of the war when many were found to be destroyed and the whole lot more or less injured.

This claim was heard by the late Commissioner at Montreal, on June 16, 1923, who noted and initialled it for allowance at the sum of \$15,000.00, with interest at the rate of 5 per cent per annum from January 10, 1920, the date of the ratification of the Treaty of Versailles to the date of settlement. Upon further proof furnished me I would recommend payment on Dr. Pugsley's finding.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$15,000.00 fair compensation to the claimants, with interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty (January 10, 1920) to date of settlement.

JAMES FRIEL,  
Commissioner.

March 12, 1927.

DECISION

Case 1343

Re COLONEL ARTHUR MIGNAULT, M.D.

Claimant is President and principal owner of the Franco-American Chemical Company, Limited, of Montreal, proprietors of "Pilules du Dr. Coderre." (Dr. Coderre's Pills), and other remedies. They have for many years been selling their pills with success throughout Canada, and amongst the French speaking population of the United States. They have a branch in Boston.

In 1910 the company went to Paris and established an agency. Claimant says:—

"We did business in Paris in the following years, until about 1909 or 1910, when we decided to form a large company in Brussels, and to put it in Brussels because Brussels was so easy for us to import and export. The methods of the Belgians suited us a great deal better, because we used to import our medicines from Canada. The company was an independent company from Montreal, with some new men that came with us. I was president of the company and Mr. Simard was vice-president of the company, the Hon. Mr. Simard, the head of the Liquor Commission in Montreal; so we started to do business and we sent for Dr. Simard to take care of the business."

It seems to me that in the last sentence, Dr. Mignault is speaking of the parent company because the business in Belgium was always run under its name.

He goes on to say that the capital of the company doing business in Belgium was \$50,000.00. They began there in 1910 and were doing very well. Claimant goes on to say in his evidence that they advertised in all the newspapers and had quite a large business in Brussels, and the whole of Belgium was covered very thoroughly by advertising and the business was progressing.

In 1912, the \$50,000.00 of the shares were distributed among themselves and the people they know. He bought the shares back from the other shareholders, the last lot on the 1st August, 1914, so that when the war was declared on August 1, 1914, he was the only owner of the business developed in Belgium by The Franco-American Chemical Company. He paid \$100.00 a share plus 4 per cent for the time the others had held them.

The transaction appears in the Minutes of the Annual Meeting of the Franco-American Chemical Company, Limited, held at its office in Montreal, on the 9th day of August, 1915, as follows:—

"Mention being made of the company's affairs in Belgium, the Vice-President, Mr. Simard, reports that the concern no longer belongs to the company, that an agreement under private seal has been arrived at on July 1st, 1914, whereby the President, Doctor Arthur Mignault, takes over the concern, which he will continue to operate at his own expense, repaying himself with the profits, if any. It is resolved to ratify the above referred-to agreement."

The expenditure of the branch in Belgium during the years 1910 and 1914, as certified by the Secretary-Treasurer of the Franco-American Chemical Company, Limited, was:—

Advertising in newspapers. . . . .	\$175,875 00
Administration, rent, wages, salaries, etc. (Frs. 3,500 for 50 months) . . . . .	35,000 00
Travelling expenses (7 trips at Frs. 10,000) . . . . .	14,000 00
	\$224,875 00

No information is furnished as to the returns from the business but in the particulars of this claim for the Foreign Claims Office filed November 21, 1918, it is stated:—

"In 1914, when war was declared, every newspaper in Belgium was carrying advertisements of the FRANCO-AMERICAN CHEMICAL COMPANY'S goods, and every drug-store had them for sale. This was all done after five years of hard work and sacrifice; the FRANCO-AMERICAN CHEMICAL COMPANY was then self-supporting, but never a cent of profit was taken from the business, as all money coming from the sale of goods was turned back into the business and used for further developments."

The amount of money put in by the Franco-American Chemical Company Limited, is given at \$63,356.81 and one infers that the difference was made up from the receipts of the business. We are not furnished with any other information as to the affairs of the branch from the time it was opened until the time it was taken over by Colonel Mignault.

The business was established in a rented building—107 Boulevard de la Senne, Brussels, under the name of "Pilules du Dr. Goderre."

The annual overhead expenses were:—

Dr. Emile Simard, a Canadian in charge, and 10 per cent of the profits . . . . .	\$3,300 00
Belgian physician . . . . .	1,200 00
Stenographer . . . . .	960 00
Accountant . . . . .	840 00
Second stenographer . . . . .	300 00
Nurse . . . . .	144 00
Office boy . . . . .	144 00
Rent . . . . .	640 80
	\$7,528 80

The establishment was equipped with fixtures, office furniture and other accessories and had been provided so it is alleged, with large laboratories and offices for medical attendance.

As to the stock, there was on hand the balance of a shipment of 282 pounds Special Tonic Pills (1,000 pills to the pound) shipped from Montreal June 19, 1914, value not given, and received at Brussels about the 1st August, 1914; there was also on hand (Affidavit of Dr. Simard) 200,000 pills ordered by Dr. Mignault from Duperron, Chabonnat, a chemical house in Paris, consequently, states the affidavit, there was on hand a total of 10,000 boxes of Dr. Coderre's pills at the time of the declaration of war. The price given on the boxes was 3 frs. a box (6 boxes for 16 frs.). There were some other medical goods (preparations secondaries), quantities and values not given.

On or about the 14th August, 1914, the German army entered Brussels, which was thereafter until the end of the war administered by the German authorities. On the 5th September, 1914, while the Battle of Termonde was raging a few miles outside of Brussels, Dr. Simard with his family escaped from



the city, made his way to Ostend, from there home to Canada by way of England. He left Dr. Capelle, the Belgian doctor, in charge of the Coderre Pills establishment.

That gentleman is an ex-member of the Belgian Parliament. His account of what followed is given in a signed statement dated July 23, 1923, of which this is a translation:—

"I entered the services of the Belgo-American Chemical Coy., which had its head office on Blvd. Jacquemin, Brussels, on May the 4th, 1914. I took up the medical service under the direction of Dr. Simard of Montreal. We had at the time between 40 and 50 consultations daily and I was attending to anaemic cases and all women diseases generally. The house remedies were well appreciated and very much demanded by the Belgian population. Three months after being in service, that is on August the 4th, 1914, war was declared. Dr. Simard returned to Montreal and I assumed alone the direction, the administration and the consultation. I had only in mind not to have the business come to an end in spite of the war; I wanted the firm to stand so that at the end of the hostilities business could spring into life again. Everything went fine up to the time I came against the German authorities, details of which it would be too long to explain here; I can say though on receipt of orders given in defiance of all laws and justice, I refused such orders for which I was arrested in my office, on May the 21st, 1918, at about 5 p.m. and taken to the Kommandantur on Lovain street and sent the same night in Germany to be interned at the Holzminoter Camp. I was liberated only after the armistice. I stayed in that camp till November the 27th, when I came back to Belgium in company of Mr. Fulgence Masson, now the Minister of Justice. I found that the firm was not existing any more; the Coderre firm had disappeared: the owner of the building had disposed of it."

"I certify on my honour that the facts given above are exact and true."

Dr. Capelle during the war could have no communication with Dr. Mignault, who was serving with the Canadian forces in France, or from any one in authority. The rest of the staff, apparently, went out with Dr. Simard.

The expenses incurred after 1914 are given as follows:—

<i>Salary—</i>	
Dr. Capelle (1914-1918), 48 months at Frs. 500 . . . . .	Frs. 24,000
Janitor, Madame Moraux, 48 months at Frs. 100 . . . . .	4,800
<i>Rent—</i>	
Amount due: 4 years at Frs. 3,200 equals 12,800.	
Paid by Dr. Capelle to Mr. Horte (landlord) . . . . .	6,044.00
Not paid and judgment taken against us for . . . . .	6,755.04
Taxes (judgment) . . . . .	263.94
Legal fees . . . . .	25.15
Decree or execution (denonciation) . . . . .	10.00
Legal costs and interests . . . . .	2.25
<i>Book debts—</i>	
(Our terms were 30, 60 and 90 days) . . . . .	30,000.00
	Frs. 71,002.24

Say \$14,380.44.

The judgment referred to was taken July 13, 1917, for rent from June 1, 1917, at the approximate rate of \$640.00 a year, together with costs, and it included an order for re-possession and for sale of the tenants' goods and chattels in default of settlement. Dr. Capelle settled by instalments.

There is a letter on record from Mrs. Moraux, the caretaker above mentioned, to claimant, dated December 14, 1918. Translation:—

"This letter is to inform you, that I still reside at 107 Boulevard de la Seine (which has become since the end of the war—Boulevard Emile Jacquemin). However it is not the same with Pills of Doctor Coderre. After the departure of Mr. Simard in August, 1914, Doctor Cappelle had kept going on with the consultations and the selling of the pills. This permitted him to keep on going for a while, but by degrees the clients abandoned, the sale decreased, and Doctor Cappelle was then forced to stop and to make amicable arrangements with proprietor Horte relative to payment of rent for the house. In a short time the customers completely forgot the Coderre's Pills, and the sale itself became weaker all the time. And moreover, the war still continuing and Mr. Horte thinking that Mr. Cappelle was able to do more than he was doing for the payment of the rent, required a heavier sum. Mr.

Cappelle naturally refused,—then he was arrested for debt by bailiff and had to make explanations before justice of the peace. Mr. Cappelle, Wm. Burella and myself went to the court, and together we took the defence of Coderre's firm against the proprietor. The affair was fixed again in the interests of Coderre's firm. Doctor Coderre, who then never came to the consultation room, but had taken the pills to his place to continue the sale, was paying the rent regularly fixed by common consent between him and Mr. Horte, also the gas and expenses of maintenance. In the meantime Mr. Cappelle has opened another office for consultations at No. 118, opposite to Mr. Coderre's place. By new arrangement it was agreed that Mr. Horte could dispose of half of the house rented to Coderre. The second floor was then evacuated. All the furniture was then removed to the first floor. Nobody however came to rent the second floor and the affair stayed where it was till the expiration of the lease of the letting to Coderre. It would be too long to write you what has happened here. But you must know that Mr. Cappelle has been arrested and deported to Germany by the Huns. From the 1st July, 1918, the house was rented to Austrian and Russian traders. And I could stay in the house provided that I pay a rent of 60 Francs every month, at which I consented by means of caution. Mr. Horte has put the furniture in the coach-house behind 1st floor and also in a garret. I myself lodged in my room all I could with furniture, chairs, and Mr. Cappelle has carried to his place all that concerns and helps his career of doctor. In fact, my presence in the house was a benefit, because it avoided the complete loss of your things, and it permitted me to receive and consult the few persons still coming. Since the end of the war I am again alone in the house, the Austrian having to evacuate the place. I received as well as I could the persons (quite numerous) calling anew. But what more can I do? Nobody looking after the firm,—and I see the time not far away when the proprietor will require the evacuation of his property. I can not possibly carry all that belongs to you and in another way it is impossible for me to give the rent Mr. Horte would certainly ask in the near future. If I have to go though I will try to fix things to your best advantage. I will then have the consolation that I was the last one who has taken the defence of Coderre Firm. Please accept, Sir, with the hope that you will come some day to Brussels, the assurance of my great consideration."

Under date of March 22, 1919, Mrs. Moraux again wrote Dr. Mignault. Translation:—

"I have the honour to inform you that Mr. Horte, the landlord of the house, will let his premises from the first April next. In your interest, I went to see the landlord and handed to him your letter of the 13th January last. Mr. Horte expressed his surprise that he had not yet heard from the company. I thought at first that he had given up his idea of letting the premises but it is now an actual fact. Supervision over your furniture becomes, in the circumstances, a pretty hard undertaking. Most of this furniture is stored with us and at Dr. Capelle's house. Another portion is stored in the attic and in boxes. However, at the present moment, I am a tenant of the second and third stories for which I pay every month. It is quite possible that the landlord will put me out if this state of things keeps up. What shall I do then? It is an indisputable fact that if I have to move I will have on my hands some furniture which does not belong to me and which will be cumbersome. I, therefore, believe, Monsieur le Docteur, that it is both important and urgent that you should give precise instructions as to what I should do if this trouble arises. I am at your disposal to do anything you may advise. Don't you think that it will be likewise proper to get in touch with the landlord, Mr. Horte, Editor—Proprietor of the *Het Laatste Nieuws*, St. Peter's St., at Brussels? Hoping to hear from you, I beg you to accept, etc., etc."

On November 2, 1919, Dr. Capelle sent a detailed report of the affairs to Dr. Mignault, which report is filed with the record. In it he states that on the day after Dr. Simard's departure, he resumed consultations and without the least interruption stuck to the work as well as to the sale of the pills until everything went wrong. The people's misery and the interruption of all communications with the province put an end completely to the sale, while at the same time the Coderre Medical Bureau became a dispensary for the sick and poor, men and women and children. He gave it up at the end of 1917 after holding out for three years. He had quarreled with the landlord, who became very rude and threatened to put the doctor out if he did not get his rent. The matter was brought before the courts and it was arranged that the rent could be paid by instalments, which was done until March, 1918, after which date the office was no longer used. The landlord proposed to waive further rent on condition that he might let the premises. Dr. Capelle had in the meantime opened an office of his own in Brussels. His own landlord, apparently of the new office, was distraining to recover the rent and Dr. Capelle took away the

stock of pills which he had taken to his own office as well as part of the medical equipment, a glass table, the injector and the microscope. In May, 1918, Dr. Capelle was deported into Germany for refusing to collaborate with the German authorities, who had offered him the position of General Director of Health with the Walloon Government of Namur. When he returned after the Armistice he found that his supply of pills had been taken from his office by the janitor, Mrs. Moraux, who told him that the pills were no longer fit for consumption or sale after four years of exposure and dampness. There was still due to the landlord, Mr. Horte, a balance of rent, and some advertising bills unpaid, also the account of Miss Barella's and Dr. Capelle's own account.

Dr. Capelle continues:—

"There is, therefore, nothing left, there is no more any Coderre Pill business—no publicity since 4½ years, no Bureau since January, 1918; no productions. We are still the tenants and the rent is still running, while those who occupied the house are gone, but the furniture is left and the janitor is still there. The business should be started again and this is very simple if you are agreeable."

He says that if Colonel Mignault wishes to resume the business he, Dr. Capelle, is entirely at his disposal, and goes on to say as to the future:—

"What are the prospects, then? This is a delicate point. I will say that Belgium and its community are intact; there is much activity, with commercial dealings as before—more even than before, due to the excitement of a new life and to the return of activities which have sprung up after a long period of quietness. Money is plentiful; theatres, moving picture houses, restaurants reap profits as good as gold. I should add that the war has greatly weakened our populations and I, therefore, believe that a new pill which would be marketed for the treatment of physical and moral depression and for nervous troubles, sorrows, would be quite a success. I believe that, as a tonic that would build up, a Coderre Pill will be successful—and perhaps more so,—than a Coderre Pill for female ailments. As a matter of fact, the two pills could consistently be prescribed at the same time. This is a question which we will consider together, if you so desire. I believe in the rapid economic recovery of Belgium and in an era of trade and prosperity. This is my impartial opinion. As to starting up business again, a complete change in the system is necessary. I am quite satisfied that you have been here the victim of counterfeiting. It is useless to lay stress on this point as I am unable to trace up facts going back to pre-war time and without documents to support my charge. But I will tell you this: one of my friends, the agent of a big Brussels firm, confessed to me one day that his firm had fourteen commercial travellers on the road in the one province (Hainaut), and that this firm was selling a numberless quantity of Coderre Pills, and he was in a position to know. How many orders for pills did I get from this house, do you think? I will give you one thousand times to guess it in: one hundred boxes every three or four months. There you are. This shows you how the thing failed and why your undertaking did not yield more profits and progressed so slowly. This fact which roused my indignation, but against which I was powerless, explains everything. If we start up again a radical change in your system is necessary. This change means more supervision and some publicity quite different from the former. The Belgian people do not care for long and tedious articles and one must harmonize with the spirit of the population. In America, you have large sized advertisements; here, we use short and concise formulas which are repeated through the paper in 20 different shapes. But we will talk about that."

The file contains a statement signed by Captain Adolphe Mignault, brother of the claimant, as follows:—

"During the summer of 1919, while on a trip to Brussels, Belgium, I was asked by my brother, Colonel Arthur Mignault, to go and visit his establishment at 107 Boulevard de la Senne. I found that other people had taken possession of the property, and in looking over the place, I was unable to find anything which belonged to him. On enquiring from the people about the place, I was informed that the house had been emptied of its contents, and had been occupied during the war by the Germans. Nothing belonging to him, such as papers, furniture, etc., etc., could be found about, nor no trace of same."

This claim was first submitted, November 21, 1918, to the British Foreign Claims Office, at \$187,000.00.

It was presented later by claimant to the Canadian Department of State in his solemn declaration made April 24, 1919 at the same amount with interest, from August 1914 for the actual amount, so it is declared, of the amount of money lost. It is declared therein that claimant's property at Brussels was taken

by the Germans and completely destroyed by them, according to information received by claimant from Brussels after the armistice. Documents attached to the claim (being the documents hereinbefore referred to).

The Treaty at the time this declaration was filed had not been ratified and the terms thereof in respect to Reparations were not generally known.

Evidence of the claimant, Dr. Simard, his private secretary and the accountant of the Franco-American Chemical Company Limited, was taken by the late Commissioner, the Honourable William Pugsley, at Montreal, at two separate hearings on June 16, 1923 and September 19, 1923, who afterwards drew up a judgment (not signed) in which it is stated:—

"That the business was destroyed by reason of the invasion by Germany and the manager Dr. Capelle taken prisoner and interned in Germany. In view of the fact that a large part of the value of the business which was so destroyed consisted of 'good-will,' I think that I cannot allow the total amount claimed by Dr. Mignault, as the 'good-will' is represented in a large measure by advertising and introducing goods in drug stores amounting to \$105,000.00. I think, however, that I should allow item (1) for rent and furnishing buildings, offices, laboratories, filing cabinets, etc., to the value of \$20,000.00, also the cash invested in the business—\$60,000.00 and to which should be added interest at the rate of 5 per cent per annum from the date of the ratification of the Treaty of Versailles, January 10, 1920, to the date of settlement. The reduction which has been made represents the 'good-will' of the business which was brought about by advertising, but cannot be said to be property, and does not, as I think, come within any of the categories of Annex (D) of Article 232, of the Treaty of Versailles. Under all the circumstances, I think that the allowance of \$80,000.00 is just and equitable and I allow this amount."

This judgment seeming outside of the provisions of the Treaty, did not meet with my views of the claim and Dr. Mignault was notified of this and asked to re-form his claim and to give proof of the actual damage to property which he claimed the Germans had taken or destroyed, since the Commission should not consider loss of business, also business and profits anticipated. All we could consider was direct damage to property by operations of war whereupon in the declaration made 30th August, 1927, after declaring the facts which already appear in the record and in his judgment, he presents his claim as follows:—

"The amount of my claim is \$247,000.00, which is itemized as follows:—

"1. Value of the furniture in the business office of the company, including desks, chairs, typewriters, cases, files and all necessary implements for the accounting department;

"2. Furnitures in the offices of the two medical attendants, including all the instruments required for examination of patients and consultations;

"3. Full equipment of laboratories;

"4. Full equipment of advertising and promotion departments containing all booklets, cuts, literature, photographs, designs, testimonials, almanachs, albums, advertising, pictures of all kinds, etc., etc.

"Value of items detailed in Nos. 1, 2, 3, 4, amounting to \$63,356.81, according to Mr. Normandin's affidavit, calling these expenses: organization.

"5. Goods in stock, ready for sale, including 10,000 boxes of Dr. Coderre's pills, amounting to 30,000 frs. or \$6,000.00.

"6. Secondary preparations and goods in process of fabrication, amounting to 30,000 frs. or \$6,000.00.

"7. Commercial value of my proprietary rights in the trade marks and patents relating to "Pilules of Dr. Coderre" and the other preparations, duly registered, as aforesaid, resulting mainly from expensive advertisements and which have been rendered valueless, on account of the foregoing facts, amounting to, at least \$171,643.19.

I have not wholly changed in my opinion that this claim should be dismissed in toto. Business losses do not come within the categories of the Annex under which this Commission is functioning. There were thousands of Canadians who met with losses in their business on account of the war, and the losers have no redress. In this particular case I do not even sense much loss. The affairs of claimant's Belgian branch as indicated in the records do not indicate any profitable business, quite the contrary, and the money lost by the company was lost apparently before the war and so far as the business itself was concerned, it

could have been resumed after the war and probably under different methods been a success. The same premises remained with the same furniture and equipment almost. Claimant had been receiving no profits unless indirectly as a shareholder in the parent company in Montreal whose trade in Belgium was carried on by the Belgian branch which in itself seems to have been a relatively small enterprise. It furnished apparently two doctors with a moderate income and a small staff rather small pay. Dr. Capelle's statement indicated it had been a failure. The branch in Paris had apparently not been successful. On the whole, the claim as submitted for the loss of this business seems exorbitant and unwarranted, but even if it were a perfectly good claim, thoroughly substantiated, it would not come within the scope of this Commission.

Reading articles 232-234-240 of the Treaty of Peace, it is clear that the Treaty recognized the fact that Germany's resources were inadequate to make reparation to the Allied and Associated Governments and their nationals for all of the losses and damages sustained by them as a consequence of the war and that Germany's reparation obligations were expressly limited to such as are enumerated or defined in Annex I.

Category (9) of the Annex covers:

"Claims for 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 has 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."

The British Reparation Commission held on advice, that words of paragraph (9) must be read with the whole paragraph as referring to property.

The report of the British authorities submitting the British Reparations Act to the Reparation Commission states 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. . . ." "Compensation amounting to a very large sum has also been claimed in respect of loss of earnings or business profits owing to the claimants being kept in internment, or, in the case of seafarers, in respect of loss of wages or salary during the time they were unemployed owing to their ship having been torpedoed, and these elements of claim have also been disregarded as being indirect or consequential damage."

In connection with the item in the British account for damages by "air raid or bombardment from the sea", the explanation is made that

. . . 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.

The provisions of the Treaty of Berlin defining Germany's obligations to compensate for property injured or destroyed limit such obligations to physical or material damage to tangible things and do not extend them to damages in the nature of the loss of profit, the loss of use, or the loss of enjoyment of the physical property injured or destroyed.

Such is the ruling of the British Reparation Commission and it was followed by the American Mixed Claims Commission after full argument and exhaustive briefs on all points of the question.

The record in this case negatives any direct interference by the Germans or her allies with claimants property up to and until the date when they arrested Dr. Capelle the manager, on the 21st day of May, 1918, less than six months before the end of the war. Even then the property was not touched and remained under charge of the claimant's caretaker.

We come to the only item of damages that may properly be assessed by this Commission, that is to say the damage caused by internment of claimant's

manager. By inquiring of the officials dealing with the British Reparation claims, we learn that a large number of claims for damage arising through the occupation of Belgium were allowed, each case being decided on its own merits. We were shown one decision where the Germans interfered with business interning the manager and not properly safeguarding the property thereby causing a loss warranting an assessment. In another claim an assessment was made where the house was locked up by order of the Germans and the property proved deteriorated by such action. In a case where goods were proved looted by allied soldiers it was held that the damage was caused through operations of war and an assessment was made. Where there is no evidence in rebuttal but there is doubt of the actual act, discretion was exercised.

In the present case claimant's property was practically all accounted for by his own people. We have no list of the things, if any, missing.

Dr. Mignault's last claim does not accord with the one filed on the Foreign Office form in which it is stated that:—

"1. The approximate amount of TWENTY THOUSAND DOLLARS (\$20,000.00) was spent in rent, and in furnishing up a big four-storey building, at 107 Boulevard de la Seine, which was properly fitted out with offices for physicians, laboratories, filing cabinets, typewriters, tables, curtains, chairs, etc., etc.

"2. Another FIFTY THOUSAND DOLLARS (\$50,000.00) was spent in salaries and travelling expenses.

"3. About ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$105,000.00) was spent in advertising in the different newspapers, and in introducing the goods at the drug-stores.

"4. As to the value of the goods which remained unsold at the declaration of the war, when the business had to be abandoned, this is estimated at TWELVE THOUSAND DOLLARS (\$12,000.00)."

No explanation is given about the laboratories and I think one may reasonably infer that the equipment was not extensive. The pills were made in Montreal and Paris. No details are given as to secondary preparations; they do not appear in the advertisements.

It would be pretty difficult to state what value the advertising and promotion departments containing booklets, cuts, photographs, etc., would have at that date, anyhow there is no evidence that any of these things were lost.

As to the pills, 10,000 boxes which was in stock about the 1st August, 1914, valued at the retail price of Frs. 3 a box, Dr. Capelle says they kept on selling them. The record shows that there were twelve other stores, drug stores probably, selling the pills in Brussels. Toward the end a quantity had deteriorated and was no good but there is no information given as to what that quantity was.

With reference to the seventh item of the claim as last presented, if the Germans interfered in any way with the claimant's trade-marks, patent rights and patents relating to his pills, and there is no evidence whatever of anything of the kind, it is a matter for the Custodian of Enemy Property.

I would allow claimant the sum of \$7,500.00 which amount would, I feel quite sure, have been amply sufficient at the end of the war to restore the premises, furniture, equipment, stock and other property to the condition they were in at least at the time Dr. Capelle was interned, and I am quite inclined to believe, even at the commencement of the war.

I would allow interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim in so far as it refers to property falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$7,500.00 fair compensation to the claimant, with interest as above indicated.

JAMES FRIEL,  
Commissioner.

November 15, 1927.

## DECISION

## Case 1344

*Re CHARLES VANDENDORPE*

The claimant is a native of Belgium who was naturalized in Canada May 15, 1913. He claims for the loss of a castle in the village of Boesinghe near Ypres in Belgium and premises destroyed by enemy action at the beginning of the war.

The claim was submitted to the Belgian government in August, 1926, but was rejected on account of the claimant having lost his Belgian nationality.

The value of the property for taxation purposes at the time of its destruction was Frs. 14,000.00, and if claimant had been allowed his claim in the Belgian Court it would have been increased seven times for replacement value.

I would allow the claim at the value of the property at the time it was destroyed or the equivalent in Canadian money \$2,702.00, with interest at the rate of 5 per cent per annum from the 10th day of January, 1920, the date of the ratification of the Treaty of Versailles, to date of settlement.

This claim falls within the First Annex to Section (I), Part VIII, of the Treaty of Versailles, category (9), and I find \$2,702.00 fair compensation to claimant with interest as indicated.

JAMES FRIEL,

Commissioner.

December 2, 1927.

## CLASS G

THE LATE COMMISSIONER PUGSLEY'S DECISIONS APPROVED BY  
COMMISSIONER FRIEL  
INTERNMENT CLAIMS

Case No.	Claimant	Nature of Claim	Amount Claimed		Decision	
			\$	cts.	\$	cts.
1345	Green, Willard.....	Interned in Africa.....	4,901	86	4,901	86
1346	Mayby, John J.....	Captured on "Mount Temple" and interned..	1,000	00	1,000	00
1347	Palmer, Thomas W.....	Injury while interned prisoner.....	10,000	00	5,000	00
1348	Schippel, A. E.....	"	19,167	70	10,000	00
1349	Ketchum, J. Davidson.....	Interned prisoner.....	4,000	00	Dismissed— withdrawn.	
1350	Mikaeloff, Anastas.....	"	778	21	Dismissed.	
1351	Ferguson, Wm.....	Captured on "Mount Temple" and interned..	105,000	00	Dismissed— withdrawn	

## COMMISSIONER FRIEL'S DECISIONS

1352	Clelland, Mrs. Mary J.....	Soldier husband died of wounds whilst prisoner of war.	Not stated.	Dismissed.
1353	Jones, Mrs. Eliz. F.....	Nurse detained in Belgium until Oct. 1914. Loss of salary.	1,000 00	"
1354	Miller, Hugh.....	Interned prisoner Aug. 1914—Nov. 1918.....	14,000 00	"
1355	Macleod, David G. A.....	Military prisoner of war. Damage to health, etc.	9,300 00	"
1356	McCracken, E. C. J.....	Military prisoner of war and loss of effects..	335 21	"
1357	Smith, L. Arden.....	Prisoner of war and loss of effects.....	222 50	"
1358	Tucker, Chas.....	Maltreatment as prisoner of war.....	5,000 00	"
1359	Taylor, Hubert L.....	"Electo"—Detained at Hamburg and interned.	4,498 90	"
1360	Waters, Francis.....	Maltreatment as prisoner of war.....	5,000 00	"
1361	Moncur, Daniel.....	Son was shot whilst prisoner of war.....	20,000 00	"
1362	Lefebvre, Louis V.....	Maltreatment as prisoner of war.....	13,200 00	"