

Santee Denies Threat To His Amateur Status

GLENDALE, Calif. (AP)—The San Francisco Chronicle said Wednesday a crack pitcher Wes Santee is risking his amateur standing by accepting too much expense money. The athlete denied it. The Chronicle said Santee would receive about \$3,000 "in expenses" for five races in California within a month, "a sum far in excess" of the maximum allowed by National Amateur Athletic Union rules.

"To my knowledge that figure is entirely erroneous," said Santee. "I have done nothing, as far as I know, to jeopardize my amateur standing. I have been working with AAU officials all the time."

Amateurs are allowed \$15 daily expenses plus first class round trip plane fare to and from the scene of a meet.

No Unemployment Insurance When Wage Guaranteed

OTTAWA (CP)—Introduction of a guaranteed annual wage for any group of workers in Canada will disqualify them for unemployment insurance benefits, it was learned Wednesday.

A spokesman for the unemployment insurance commission said a provision in unemployment insurance regulations specifically provides that no worker who receives pay from his employer or former employer in accordance with a guaranteed wage plan shall be eligible for unemployment insurance benefits.

The guaranteed annual wage has been suggested at various times by labor spokesmen in the Commons, but the central labor bodies have been cautious about it.

Georgetown

Mr. Ivan Hemphill of Eureka, N. S., motored to the Province over the past week-end, where he attended the funeral of his nephew, the late Hammond MacKenzie of Mount Stewart.

Miss Clair Currie and two children of Charlottetown, are visiting Mrs. Currie's parents, Mr. and Mrs. Wilfred McQuillan.

Miss Isabel Campbell of Newport, was a recent visitor to Georgetown.

On Saturday, May 28th, the Georgetown Girl Guides, who are under the leadership of Mrs. Ronnie Ceredini, observed "Raisin Day," which is comparable to the Boy Scout "Apple Day."

SENIOR OFFICIALS QUIT

OTTAWA (CP)—Two senior officials of the post office department are retiring. They are R. H. MacNabb, 65, director of operations, a member of the department since 1912, and J. W. MacNabb, 64, director of administration, who joined the department in 1914. They were honored by fellow employees at a dinner Wednesday night.

HOT AND COLD

The northern tip of Argentina is in the tropics, but the southern extremity is very cold.

L. E. SHAW LTD. APPOINTMENTS



L. E. SHAW R. H. SHAW ALLEN C. COLE LLOYD R. SHAW

At the annual meeting of L. E. Shaw Limited, held at Halifax recently, R. H. Shaw became president of the company, succeeding the retiring president, L. E. Shaw, who was elected chairman of the board of directors. Allen C. Cole, sales director and Lloyd R. Shaw, personnel manager, were elected vice-presidents.

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Supreme Court

counterclaim is not for any of the potatoes purchased by the defendant from the plaintiff.

While it was mentioned the plaintiff was charterer of the vessel SS "Chitre" on which these potatoes of the defendant were carried, yet no charter-party was put in evidence nor was any evidence given of the contents of said charter-party.

There was put in evidence a document in writing which showed the defendant as shipper on the vessel SS "Chitre", Master Frederick R. Gomez, of goods destined to Jacksonville, Florida, to the order of Hastings Potato Growers, the consignees thereof of 2,000 tagged sacks Size A. Certified Sebago Seed potatoes 100 pounds each. This document purported to be executed by the Master and bears date at Charlottetown, Prince Edward Island December 24th, 1953.

In the absence of the charter-party I cannot see of what value this document is, except to show the receipt of 2,000 sacks Sebago Seed potatoes by the Master of the vessel SS "Chitre" consigned to Hastings Potato Growers of Jacksonville, Florida.

Whether a charter-party operates as a demise or not is a question of construction, to be determined by reference to the language of the particular charter-party.

To ascertain the arrangements made for the carrying of these potatoes, I am forced to rely, therefore, solely on the evidence given at the trial.

James L. MacDougall, treasurer of the plaintiff Company, gave evidence before me as follows, and I quote:

"James L. MacDougall

Q. Did you have any direct contact with any representative of the defendant Company in regard to space? A. I don't believe, up to that point. But later Mr. O'Brien, the manager called and inquired for additional space. Said he wanted space for extra 2,000 bags, which we agreed to give him. Those arrangements were made with me.

Q. What was the contract rate for carrying them to Jacksonville? What were they to pay? A. 50c per 100 lb. sack.

The "Canada Shipping Act" R.S.C. 1952, Vol. 1, C. 29, sec. 668 reads as follows:

"665. Subject to the provisions of the Water Carriage of Goods Act carriers by water are responsible not only for goods received on board their vessels, but also for goods delivered to them for conveyance by any such vessel, and they are bound to use due care and diligence in the safe-keeping and punctual conveyance of such goods."

The "Water Carriage of Goods Act" R.S.C. 1952, Vol. 1, C. 29, sec. 7 (1) reads as follows:

"7 (1) Nothing in this Act affects the operation of section 461 and 462, and sections 857 to 866, both inclusive, of the Canada Shipping Act, or the operation of any other enactment for the time being in force limiting the liability of the owners of vessels."

Article II of said Water Carriage of Goods Act states:

"Subject to the provisions of Article VI, under every contract of carriage of goods by water the carrier, in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities and entitled to the rights and immunities hereinafter set forth."

Then follows Article III, sections 1 and 2, which sets out the responsibilities of the carrier, and reads as follows:

"1. The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to:

(a) make the ship seaworthy;

(b) Properly man, equip, and supply the ship;

(c) make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation."

2. Subject to the provisions of Article IV, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried."

According to the evidence given in this case before me, I find these responsibilities were fully discharged by the plaintiff.

Section 6 of Article III sets out the procedure to be followed by a shipper who alleges his goods have been damaged. Section 6 reads as follows:

"6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or if the loss or damage be not apparent within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading."

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods."

Then follows Article IV which sets out the Rights and Immunities of the carrier or ship. Sections 1 and 2 thereof read in part as follows:

"1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of Article III."

"Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this section. 2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from (a) latent defects not discoverable by due diligence."

I am unable to hold from the evidence that the plaintiff was in any way responsible for the condition of these potatoes at the port of destination. Neither was there any negligence given before me as to any negligence of the plaintiff.

No explanation was given either as to why these potatoes were allowed to remain on the dock at Jacksonville for some considerable time and no notice of claim for damages given to the plaintiff until March 29, 1954. Certainly, potatoes arriving in Jacksonville on the 14th day of January would deteriorate between that date and March 29th, particularly at that season of the year.

No evidence was given either as to the condition of the potatoes at the time of loading in Charlottetown. There was a reference in the cross-examination of the witness James L. MacDougall, as to weather conditions at the time of loading, and I quote:

"Q. She completed loading December 12th in Summerside; when did she dock in Charlottetown? A. It would be December 13th or 14th I believe."

Q. Did she start loading then? A. As far as I know she started loading."

Q. She loaded for ten days in Charlottetown? A. Loading was delayed on account of cold weather. She was in the port ten days."

There is a suggestion that these potatoes could have been damaged in loading by frost but there was no claim of negligence for same against the plaintiff.

In my opinion, the plaintiff throughout has satisfied the burden cast upon him.

The counterclaim, therefore, by the defendant against the plaintiff is disallowed.

There will be judgment for the plaintiff for \$700.00 and costs.

Counsel in the case were, for the plaintiff, D. O. Stewart, Q.C.; for the defendant, C. R. McQuaid.

BUILDINGS DISAPPEAR ing buildings. The buildings disappeared from the almost-isolated camp of the Wildnest Mines Ltd., about 15 miles northwest of here. The mess canteen and the engineer's cabin are missing.

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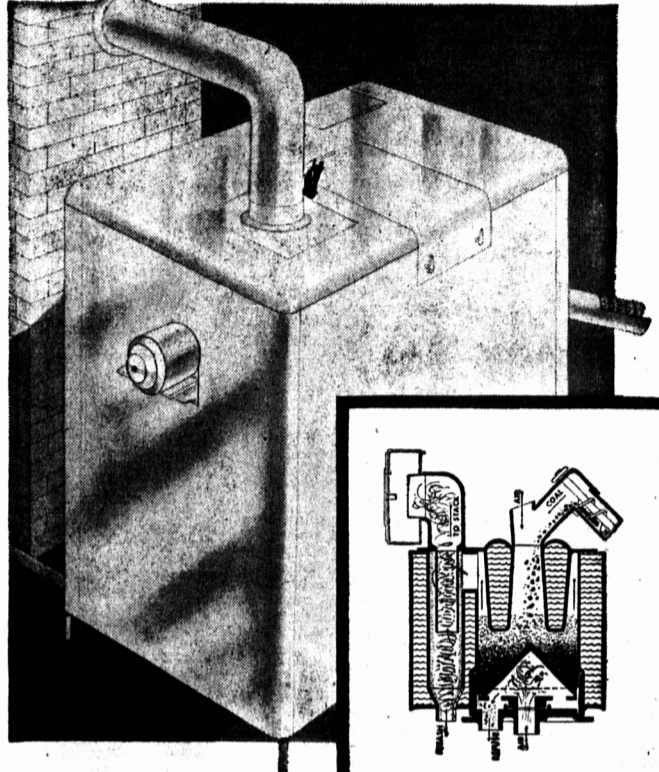
NAMED TO CNR POST TORONTO (CP)—The appointment of Robert B. Smith as superintendent of the eastern and north-

an Ontario division of Canadian National Express was announced Thursday. His headquarters will be at Montreal.

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IT REMOVES ITS OWN ASHES
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IT CUTS FUEL BILLS
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