T-74-32-19

Pactow Mobile Home
October 26, 1974

PRINCESS OF VANCOUVER

VANCOUVER, May 9, 1975. File: T-74-32-19

J. Yates

Mr. W.W. Martin
Vancouver, B.C.

Reference your form letter F.C.D. 1, File PA 155099D, concerning claim from Pactow Transport Services.

I am returning their letter to you dated February 24th, together with papers which represent my complete file on this subject.

You will note from my letter dated November 26, 1974, to Mr. R.I. Ainey, that we declined responsibility for said damage, and even though he is contesting this letter, it is my recommendation that we again decline this claim on the basis of the fact that we are not responsible for damage which occurs while the unit is on our parking lot, and with reference to this, you will note on their original report damage occurred prior to loading. As you are aware, we are responsible only for the loading, transport, and unloading of such vehicles.

I would therefore appreciate your advising Pactow Transport Services accordingly.

Manager, B.C.C.S.

LBJ'BB

necessary for control as without such a time stipulation it could result in an employee submitting an overtime ticket many weeks or months after the alleged overtime at which time an administrative problem would be created through the unavailability of the verifying officer.

This time requirement is a common one in various agreements and the Board is respectfully requested to decline the Union's demand.

22. Annual Vacations.

The Union demanded that present Article 2, Section 1, be amended to read as follows:-

(a) The annual vacation for employees with one (1) to four (4) years' service, covered by this Agreement, shall be two (2) weeks, and the pay therefor shall be based upon four percent (4%) of the total wages or salary earned by the employees during the working year.

(b) An employee with one (1) to four (4) years' service, whose employment is terminated, shall receive vacation pay at the rate of four percent (4%) of the wages or salary earned during the period of entitlement.

(c) An employee with four (4) or more years' continuous service shall receive an additional one (1) week's vacation pay, based on two and one-half percent (2½%) of the total wages or salary earned by the employee during the working year.

(d) The additional one (1) week may be taken when convenient for the Company, but does not have to be consecutive with the vacation period provided for in (a) or (b) herein.

(e) An employee with four (4) or more year's continuous service, whose employment is terminated, shall

Clem -

Your further comments please.

Pactow letter rec'd. by Martin Mar. 5, not even acknowledged & sent to us May 1.

Bert

5/2

Inv Oct 23
ant - 26

Would suggest reply to Martin to reply to Pactow on basis our letter Nov 26 to Annie

(right on Pactow sheet 2 it states damaged prior to loading)

Clem

Form B.C.C.S. 99

British Columbia Coast Steamship Service

Barge & Ferry Services

CP Rail

Interim Shipping Bill

For transport of trailer(s) or other vehicle(s) described below, in accordance with the terms and conditions of BCCS Tariff No. 2 and Supplements.

FROM TO VESSEL TIME DATE

SHIPPER _____ CONSIGNEE _____

ADDRESS _____ ADDRESS _____

☒ Charges will be assessed against Shipper, unless otherwise indicated here:

☒ CHARGE TO _____ ADDRESS _____

Number	Type	(Without Driver) Footage	(With Driver) G.V.W.	Unit Number or Description	Charges

Signature (For the Shipper)

Signature (For the Carrier)

Canadian Pacific

RECEIVED
MAY 2 1975
T-74-32-19
MANAGER
B.C. COAST STEAMSHIP SERVICE
VANCOUVER, B.C.

F.C.D. 1

FREIGHT CLAIM DEPARTMENT

AT Vancouver BC

Mr. J Yates Manager
BCCS Marine Dept.
Vancouver W Harb

DATE	OUR FILE NUMBER
May 1/75	VA 1550992
	YOUR FILE NUMBER
	OS&D/INSPECT. REPORT

WAYBILL DATE	WAYBILL NUMBER	FROM	TO	CAR OR TRAILER INITIALS	CAR OR TRAILER NUMBER	PRO. NO.

SHIPPER	CONSIGNEE

NOTE: PLEASE POST OUR FILE NUMBER ON YOUR RECORD AND ANSWER ITEMS CIRCLED BELOW PROMPTLY. IF ADDITIONAL SPACE NEEDED USE THE REVERSE SIDE OF THIS FORM.

1 ATTACH COPY OR COPIES OF WAYBILL ☐ EXPENSE BILL ☐ BILL OF LADING ☐ L.S. CONTRACT OR WAYBILL CORRECTION ☐	2 Do waybill and shipping bill agree as to quantity?
3 If car was inspected prior to loading and approved to carry the commodity shipped, attach copy of Car Inspection Report showing date and name of Inspector who made the inspection.	4 If (3) cannot be complied with, explain fully why not inspected by carrier and if car was reloaded at exact same spot or if moved from unloading dock to reloading dock, was it moved by Railway power or shippers power?
5 Was car placed under load and reloaded by shippers without prior Railway inspection and approval?	6 Was shipment (unloaded) (loaded) on (consignee) (shippers) Private Siding or on Railway Team Track?
7 Was shipment (checked in) (checked out) by Railway Checker?	8 Attach copy of delivery receipt showing all exceptions made by consignee, date of delivery and receiver's signature.
9 What notations did consignee make on delivery receipt?	10 Advise all exceptions noted at time of transfer.
11 Attach copy, or give reference to: ☐ OS&D Report (Form 20) IDP ☐ Inspection Report (Form FCD 22) IDP ☐ Perishable Inspection Report (Form 1251) IDP	12 State seal record. 13 (a) Who applied seals, shippers or carriers? (b) Who removed seals, consignee or carrier?

14 Pick up salvage and:-
(a) Sell for highest offer, forwarding me copy of form 3200A with full details of where your Special Debit will appear.
(b) Forward to my address free showing my claim number on the outside of package and on your waybill for free movement and forward me copy of waybill.
(c) If you are satisfied salvage has no commercial value, place in company's scrap car or destroy, advising when done.

15 Return all papers through your Freight Claim Agent for OS&D or Inspection report and salvage particulars, letting me have a copy of your transmittal letter.

16 Papers attached, please authorize for $..... with return of the complete file.

ADDITIONAL DETAILS TO ABOVE REQUEST IF ANY. Pls note attd claim from Lactow Transport - Appear claim is for your handling as no rail movement is involved

FREIGHT CLAIM AGENT PER
W. W. MARTIN
VANCOUVER

REPLY

Pls handle to a conclusion with claimant.

THANK YOU FOR HANDLING OUR CORRESPONDENCE PROMPTLY. IT HELPS US IMPROVE OUR "CUSTOMER SERVICE" WHEN YOU REPLY FULLY AND EXPLICITLY.

USE REVERSE SIDE IF NECESSARY

Pactow Transport Services
2615 RANDLE RD., 758-7688
NANAIMO, B.C.

Feb 24/75

CANADIAN PACIFIC RAILWAY
FREIGHT CLAIM DEPARTMENT
MAR 4 1975
PACIFIC REGION
VANCOUVER, B.C.

MAR 5 1975

w/s. W. S. Martin,
Freight Claim Agent,
CP Rail, Vancouver BC.

Sir,

On Oct 24/74 we had a mobile home damaged while loading on the Pr. of Vancouver dock or while being moved from the Cedars St. packing area to Pier A-2.

I noticed the wharf office of intent to claim and received reply of no responsibility. This I cannot accept.

Both the driver and the mobile home owner claim no damage when they left the unit and the enclosed diagrams will show damage must have happened while the unit was being moved for loading onto the Pr. of Vancouver.

Nanaimo wharf office received word from Vancouver prior to the unit arriving that it did have a broken window.

Costs of repairs are as follows -

Labour & material to replace window,	$81.14
Labour & material to replace panels,	68.68
Total claim,	$149.82

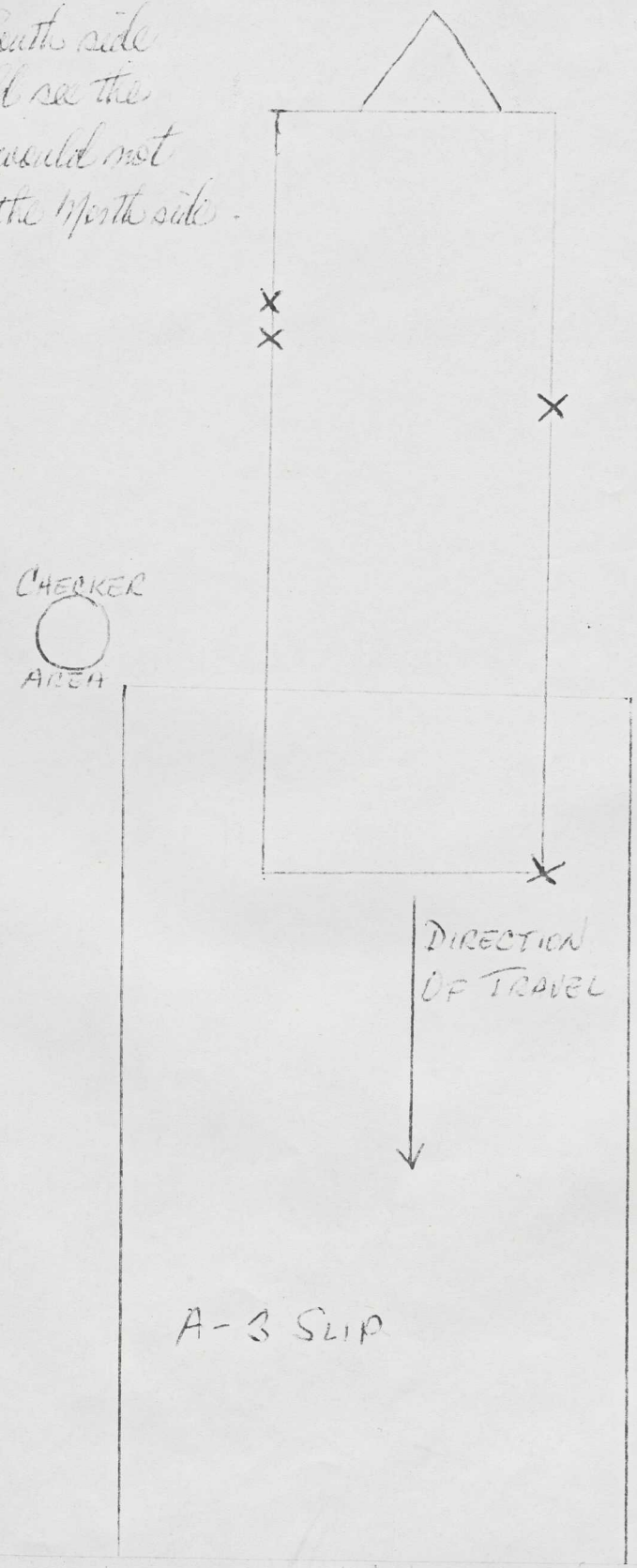
Trusting you will give this matter your attention,

Yours truly,
R. D. Pactow
Pactow

Diagram of mobile home backing onto Pier A-3 slip.

NORTH →

Person standing on South side of mobile home would see the broken window but would not see the damage on the North side.

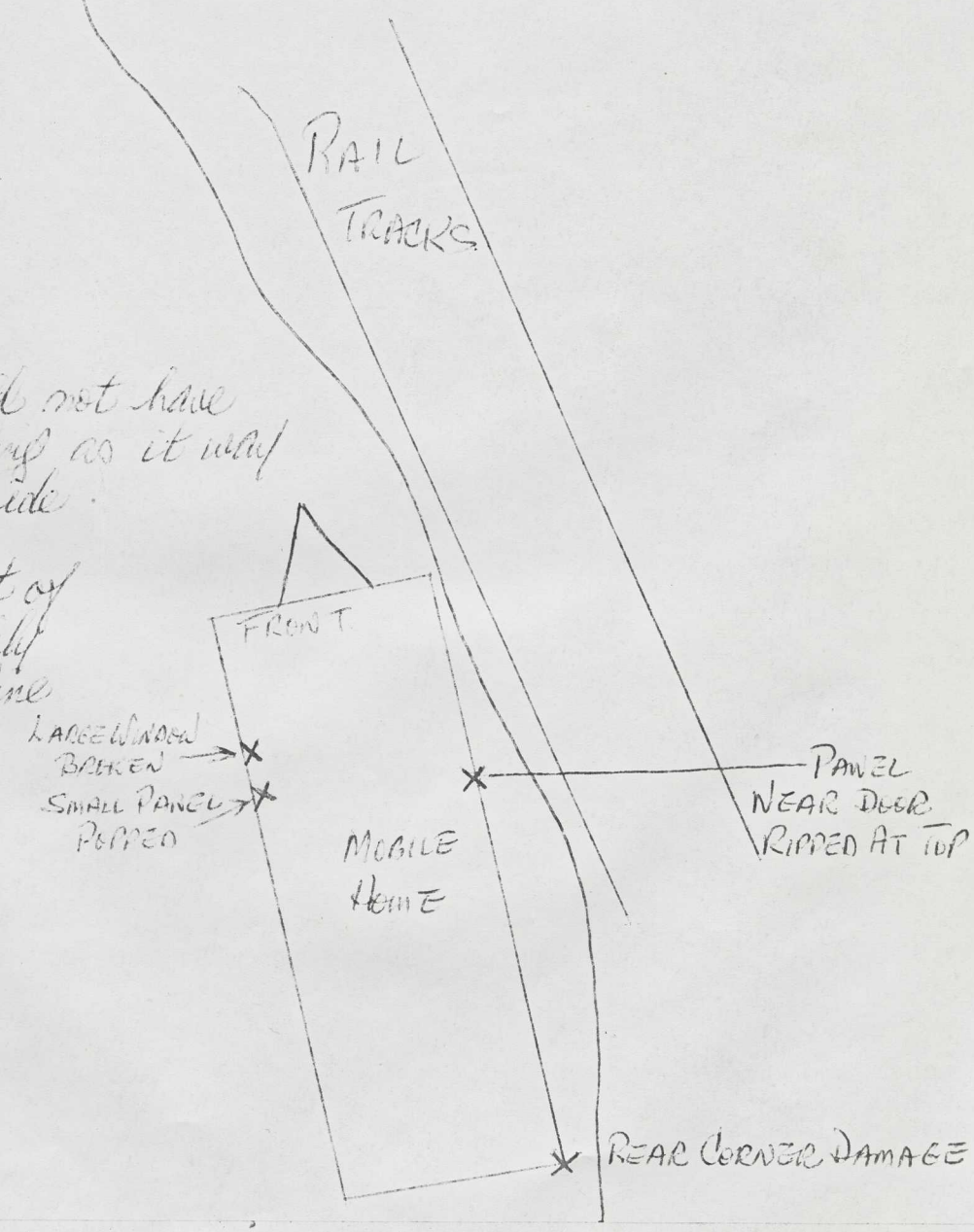


GULF OIL

← NORTH

Diagram of a mobile home damaged prior to loading at Vancouver AIR docks Sat. Oct 26 /74.
Pictures Fleetwood # 6324

AIR WEST



Damage to right side could not have happened prior to handling as it was away from the traffic side.

Broken window is a result of unit being dropped heavily on the end of a winch line which also popped the small panel under the window.

xxxxxxxx
xxxxx
xxxxxxxxxx

November 26, 1974

File: T-74-32-19

Mr. R.I. Ainey
Pactow Mobile Division
2615 Randle Road
Nanaimo, B.C.

Dear Mr. Ainey:

Reference your letter November 20th concerning damage to Fleetwood mobile home #6324, October 26, 1974.

Investigation into this matter and a check of our records reveals that the damage which you describe was noted by our personnel when picked up by our unit for loading. As we are not responsible for any damage done prior to being handled by our personnel and equipment, I regret that we must decline your claim.

Yours truly,

Manager, B.C.C.S.S.

LBJ/be

Form B.C.C.S. 99

British Columbia Coast Steamship Service

Barge & Ferry Services

CP Rail

Interim Shipping Bill

For transport of trailer(s) or other vehicle(s) described below, in accordance with the terms and conditions of BCCS Tariff No. 2 and Supplements.

FROM TO VESSEL TIME DATE

SHIPPER CONSIGNEE

ADDRESS ADDRESS

Clem -

Charges will be assessed against Shipper, unless otherwise indicated here:

CHARGE TO ADDRESS

Number	Type	(Without Driver) Footage	(With Driver) G.V.W.	Unit Number or Description	Charges

Have you any knowledge of this one? Is it our responsibility?

Bert
11/25

Loading sheet (some damage)

Interim some damage.
Back & Front dented.
Broken window left side
when about to load

Signature (For the Shipper) Signature (For the Carrier)

Form B.C.C.S. 99

British Columbia Coast Steamship Service

Barge & Ferry Services

CP Rail

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Number	Type	(Without Driver) Footage	(With Driver) G.V.W.	Unit Number or Description	Charges

Signature (For the Shipper)

Signature (For the Carrier)

Pactow Mobile Division
2615 RANDLE RD., 753-7683
NANAIMO, B.C.

RECEIVED
NOV 25 1974
T-74-32-19
MANAGER
B.C. COAST STEAMSHIP SERVICE
VANCOUVER, B.C.

Nov 20/74

Mr. Clem Aikens,
CP Ships, Vancouver BC.

On Oct 26/74 we had a mobile home shipped from Vancouver which arrived damaged in Nanaimo.

Our driver Moe Akerby brought the unit into the docks along with the owner of the unit and both state there was no damage when they left the unit. Damage in the way of a broken window and panel damage was noted when the unit was loaded on the noon P of V Sat. Oct 26.

You can see by the enclosed diagram the trailer was parked in such a way it could not have been hit while parked.

It would appear panel damage took place while the unit was taken from its parking spot to Pier A-3 for loading.

The broken window and popped panel appears to be a result of the unit being dropped hard while on a winch line while it was being moved.

A Mr. Jim Johns at Nanaimo CP Ships office witnessed the damage on arrival at Nanaimo as it was pointed out to him.

I expect damage to run in the area of $100. to $150. and would like to know who to look to for costs.

Yours truly,
R. I. Smith
Pactow - Nanaimo

GULF OIL

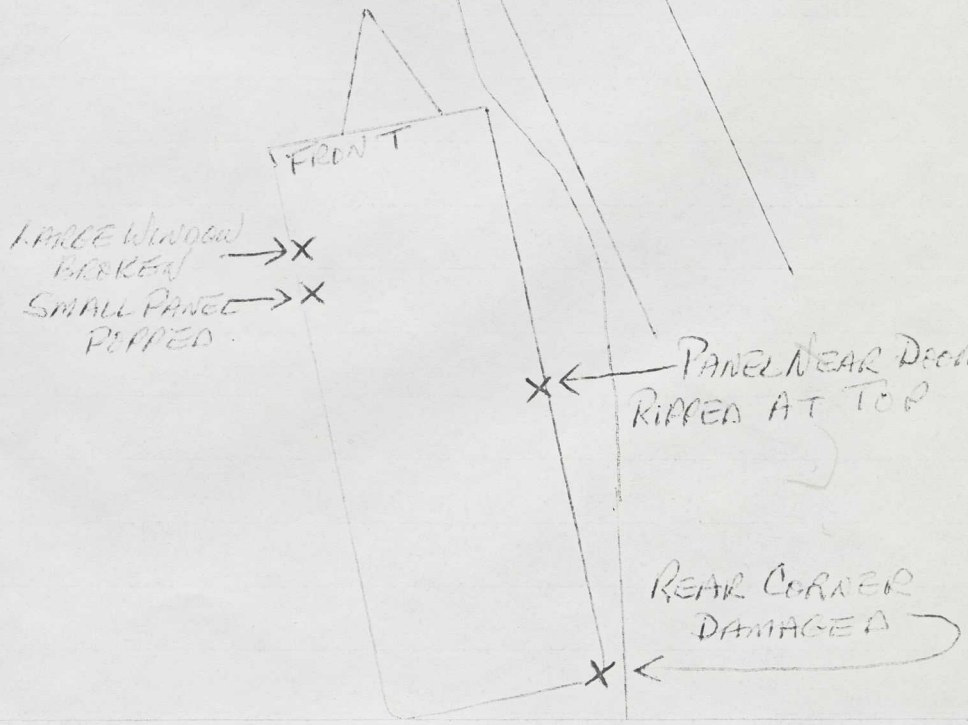
NORTH

DIAGRAM OF A MOBILE HOME DAMAGED PRIOR TO LOADING AT VANCOUVER CAR DOCKS SAT. OCT. 26/74
FLEETWOOD #6824

R. T. AINEY
PACIFIC MARINE

AIR WEST

RAIL TRACKS



T-74-32-19

Pactow Mobile Home
October 26, 1974

PRINCESS OF VANCOUVER