

# OFFICIAL STAR CLASS MEASUREMENT CERTIFICATE

## Sec. C.

### —INSTRUCTION TO CERTIFIED MEASURERS—

1. The duties of a Certified Measurer are confined to measuring yachts and reporting facts. He has no authority to grant or reject certificates or interpret rules. Complete instructions as to how to measure will be sent to him by the Measuring Committee after his appointment.
2. This Form must be made out by the Certified Measurer IN DUPLICATE. He must answer all questions in Sect. A, and fill in all dimensions called for. Then file both copies with Measurement Committee.
3. Sails are measured before sanctioned championships, at other times the Fleet is responsible for checking them. Certified Measurers, if authorized by a Fleet, can approve or reject sails.
4. Certified Measurers are entitled to a reasonable fee for measuring, but the Association is not responsible for its payment, and Certified Measurers are advised to collect their fee before filing this Form.
5. A Certified Measurer cannot measure a yacht in which he owns an interest except under duly appointed and authorized supervision.

## SEC. D.

### —CONDITIONS UNDER WHICH CERTIFICATE IS ISSUED—

1. This Certificate is not valid unless it bear the inspection stamp of the I. S. C. Y. R. A. and is signed by the Chairman of the International Measurement Committee. It shall be automatically revoked if any structural alterations are made or if not properly endorsed over to a new owner by former owner, or may be revoked at any time by order of the International Measurement Committee or the Governing Committee of the International Star Class Yacht Racing Association.
2. This Certificate shall be binding upon all members, Star Fleets, Clubs, or organizations conducting races for the Star Class as such. Sails excepted, the holder of this Certificate shall not be subject to protest on measurements unless an order to remeasure is obtained from the International Measurement or Governing Committee, after the protesting party has submitted evidence to show that there are reasonable grounds to suspect subsequent alterations or other justifiable cause.
3. Copies of this Certificate may be obtained from the International Measurement Committee for \$1.00. A new Certificate may be obtained after all renewal affidavits on Page 2 are exhausted without charge. A duplicate of every Certificate granted will be kept on file by the International Measurement Committee and a list of newly granted Certificates will be published from time to time.

NOTE—This space is reserved for International Measurement Committee use.



The International Measurement Committee, having examined all facts and figures certified to herein, finds that the yacht herein described conforms with the plans and specifications of the Star Class within the limitations of the measuring rules, and therefore, grants this Certificate to the said yacht subject to the conditions above set forth for so long as the owner or owners of the said yacht are members of the International Star Class Yacht Racing Association.

Signed 26 Whitney Stueb  
Chairman International Measurement Committee.

1/1/50

2957

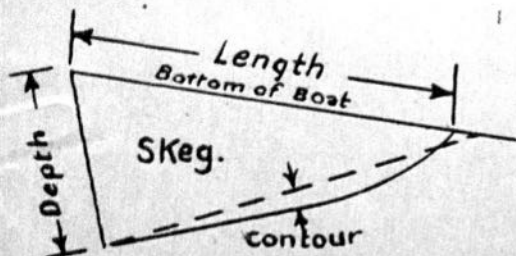
| Stations | 1.     | 2.      | 3.      | 4.     | 5.    | 6.     | 7.    | 8.      | 9.     | 10.     |
|----------|--------|---------|---------|--------|-------|--------|-------|---------|--------|---------|
| Heights. |        |         |         |        |       |        |       |         |        |         |
| Contour  | 19 1/8 | 13 1/16 | 9 3/8   | 5 1/16 | 3 3/8 | 2 1/4  | 3 3/4 | 6 1/16  | 10 3/8 | 15 3/8  |
| Chine    |        |         | 11 3/16 |        |       | 7 5/16 |       | 10 5/16 |        | 17 5/16 |
| Side     |        |         | 20 1/2  |        |       | 21 1/2 |       | 17 3/4  |        |         |

| Half Breadths | 3.       | 6.      | 8.        | Stern     |
|---------------|----------|---------|-----------|-----------|
| Deck          | 24 1/8   | 2' 10"  | 2' 7 3/8" | 1' 7 1/2" |
| Chine         | 15 11/16 | 26 1/16 | 24        | 15 3/8    |

Rudder.  
Width 18 1/2  
Depth 30 7/8

Skeg  
Length 37 1/2  
Depth 16 1/8  
Contour 1"

Is construction as  
per Rules? YES



I.S.C.



Y.R.A.

Yacht No. 2957

L.O.A. 22' 8 3/8"

Mast from B 31' 8 3/4"

Boom Length 14' 7"

Jib Stay fr. B 22' 6"

Dimension "A" 8' 0 3/4"

"B" 3' 10"

"C" 4' 3"

"E" 7' 4 3/4"

"G" 4' 2"

"K" 2' 4 1/4"

"M" 7' 8"

"N" 0' 8 1/8"

"O" 10 3/4"

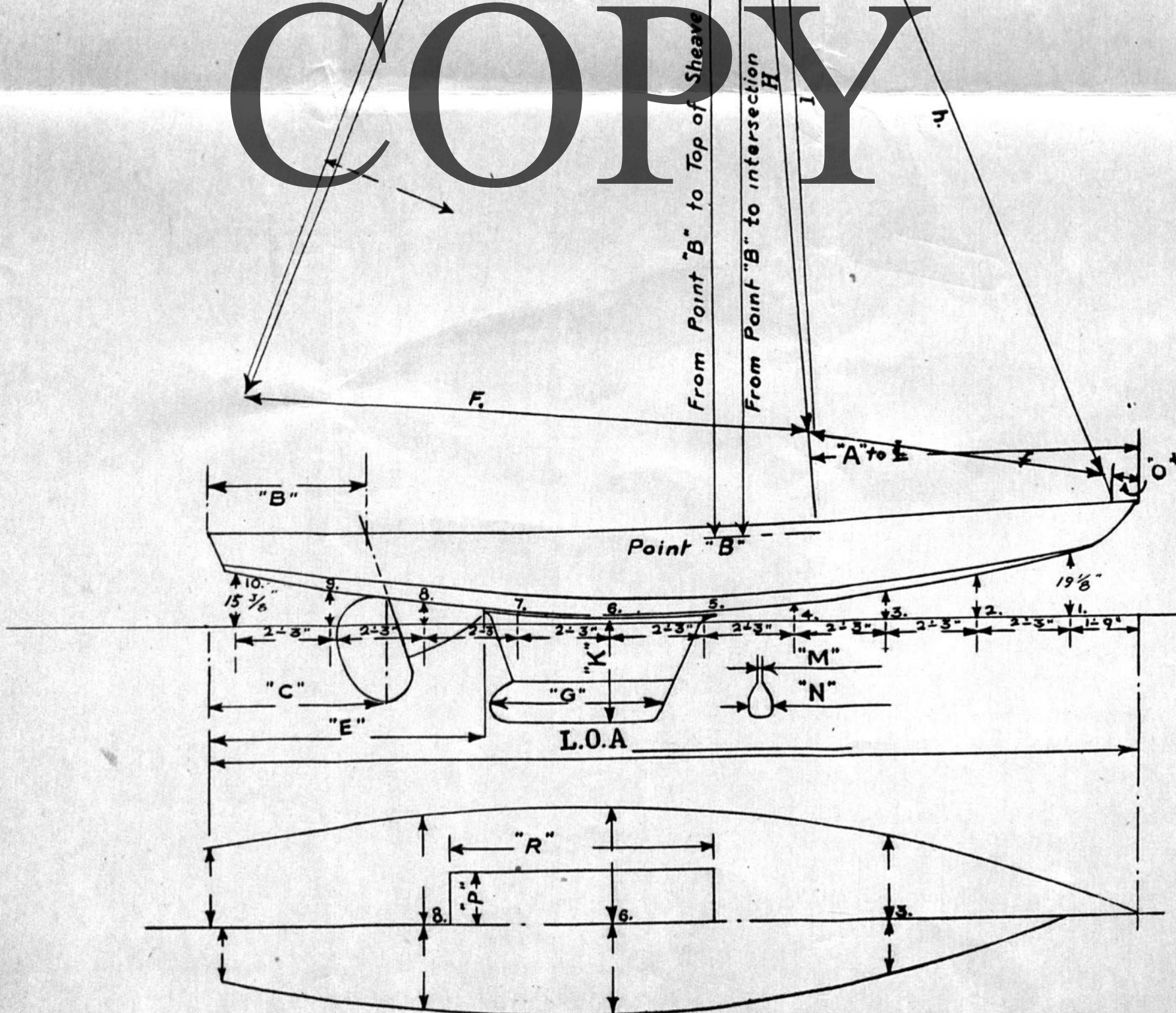
"P" 11 11/16" X-BAR

"R" 6' 5 1/4"

Keel weight 888 lbs.

*cert*

COPY



# OFFICIAL STAR CLASS MEASUREMENT CERTIFICATE

## Sec. A.

### DESCRIPTION OF MEASURED YACHT

IMPORTANT — The following information must be supplied by the Certified Measurer who actually measured the yacht. The yacht's number, its only means of identification, must be cut or burned in a least 3" figures into upper side of keelson, otherwise Measurer is instructed NOT TO MEASURE the yacht.

1. YACHT'S NUMBER? 2957
2. Was this number cut or burned into keelson as required above? YES
3. Yacht's name " " 4. Year built? FALL 1949
5. By whom built? MARRIOTT'S COVE YACHT BUILDERS, CHESTER, N.S.
6. Owner's name? E. H. HAMILTON
7. Address Box 77, CHESTER, N.S.
8. Fleet 9. Remarks

### CERTIFIED MEASURER'S AFFIDAVIT

I hereby certify under oath that I personally measured the yacht herein described on the 16<sup>th</sup> day of DECEMBER 1949 according to instructions issued by the International Measurement Committee and that I have correctly and truthfully recorded the yacht's dimensions on the reverse side of this form and that the above information is true and correct to the best of my knowledge and belief.

Date signed and filed DEC. 19, 1949 Signed A. J. Stairs  
Certified Star Measurer

NOTE—If there is anything about the yacht's construction or otherwise which you believe contrary to rules or not according to standard, report this in a letter attached to this form and describe in detail with sketch if needed.

### WARNING

If structural alteration or repairs are made (Except to sails) the yacht must be remeasured. If in doubt, obtain ruling from International Measurement Committee. This Certificate becomes void unless each owner upon the sale or transfer of the yacht signs the Renewal Affidavit below.

## Sec. B.

### RENEWAL OF AFFIDAVITS OF NO ALTERATIONS

SOLD OR TRANSFERRED TO \_\_\_\_\_ of \_\_\_\_\_  
I hereby certify under oath that no alterations have been made to the said yacht since original date of measurement, unless a rider covering remeasurement is affixed to this Certificate.  
Date \_\_\_\_\_ Signed \_\_\_\_\_ former owner.

SOLD OR TRANSFERRED TO \_\_\_\_\_ of \_\_\_\_\_  
I hereby certify under oath that no alterations have been made to the said yacht since I became the owner on date above shown, unless a rider covering remeasurement is affixed to this Certificate.  
Date \_\_\_\_\_ Signed \_\_\_\_\_ former owner.

SOLD OR TRANSFERRED TO \_\_\_\_\_ of \_\_\_\_\_  
I hereby certify under oath that no alterations have been made to the said yacht since I became the owner on date above shown, unless a rider covering remeasurement is affixed to this Certificate.  
Date \_\_\_\_\_ Signed \_\_\_\_\_ former owner.

NOTE—After last renewal space if filled, apply for new certificate.

# CONDITIONS

**SECTION 1.**—The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

**SEC. 2.**—In the case of shipments from one point in Canada to another point in Canada, or where goods are shipped under a joint tariff, the Carrier issuing this bill of lading, in addition to its other liability hereunder, shall be liable for any loss, damage, or injury to such goods from which the other carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect, or default of any other carrier to which such goods may be delivered in Canada, or under such joint tariff, or over whose line or lines such goods may pass in Canada or under such joint tariff, the onus of proving that such loss was not so caused or did not so result being upon the Carrier issuing this bill of lading. The Carrier issuing this bill of lading shall be entitled to recover from the other carrier on whose line or lines the loss, damage, or injury to the said goods shall have been sustained the amount of such loss, damage, or injury as it may be required to pay hereunder, as may be evidenced by any receipt, judgment, or transcript thereof. Nothing in this section shall deprive the holder of this bill of lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this bill of lading or any other carrier.

**SEC. 3.**—The Carrier shall not be liable for loss, damage, or delay to any of the goods herein described, caused by the act of God, the King's or public enemies, riots, strikes, defect or inherent vice in the goods, or the act or default of the shipper or owner; for differences in weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights when the elevators are not operated by the Carrier, unless the weights are evidenced by Government certificate; the authority of law or by quarantine. For loss, damage, or delay, except where cartage is to be performed by the Carrier or its agents, caused by fire occurring after forty-eight hours (exclusive of legal holidays), or in the case of bonded goods seventy-two hours (exclusive of legal holidays), after written notice of the arrival of said goods at destination or at port of export (if intended for export and not covered by a through bill of lading) has been sent or given, the Carrier's liability shall be that of warehouseman only. Except in case of negligence of the Carrier (and the burden of proving freedom from such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage, or delay occurring while the goods are stopped and held in transit upon the request of the party entitled to make such request. When in accordance with general custom, on account of the nature of the goods, or at the request of the shipper, the goods are transported in open cars, the Carrier (except in case of loss or damage by fire, in which case the liability shall be the same as though the goods had been carried in closed cars) shall be liable only for negligence, and the burden of proving freedom from such negligence shall be on the Carrier.

**SEC. 4.**—No Carrier is bound to transport said goods by any particular train or vessel, or in time for any particular market or otherwise than as required by law, unless by specific agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any railway or route between the point of shipment and the point of destination; but if such diversion be from a rail to a water route the liability of the Carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this bill of lading (including the freight and other charges if paid, and the duty if paid or payable and not refunded), unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariff upon which the rate is based, in any of which events such lower value shall be the amount to govern such computation, whether or not such loss or damage occurs from negligence.

When under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necessarily incidental to transportation and shall not relieve the Carrier from liability for any loss, damage or delay which may result from any negligence or omission of the Carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the Carrier.

Notice of loss, damage or delay must be made in writing to the Carrier at the point of delivery, or to the Carrier at the point of origin, within four months after delivery of the goods, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is so given the Carrier shall not be liable.

Any carrier or party liable on account of loss of or damage to any of said goods, on reimbursing to the insured the premiums paid in respect thereof, shall have the full benefit of any insurance that may

have been effected upon or on account of said goods, so far as this shall not avoid the policies or contracts of insurance.

**SEC. 5.**—Grain in bulk consigned to a point where the Carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, may be there delivered and placed with other grain of the same kind and grade without respect to ownership: Provided that this shall not apply to a point of final delivery if it is otherwise expressly noted hereon, unless the grain is not promptly unloaded after written notice of arrival has been sent or given to the person named herein. Grain so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

**SEC. 6.**—Goods not removed by the party entitled to receive them within forty-eight hours (exclusive of legal holidays), or, in the case of bonded goods, within seventy-two hours (exclusive of legal holidays), after written notice has been sent or given, may be kept in car, station, or place of delivery or warehouse of the Carrier, subject to a reasonable charge for storage and to the Carrier's responsibility as warehouseman only, or may at the option of the Carrier (after written notice of the Carrier's intention to do so has been sent or given), be removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the risk of the owner and without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Goods in carloads shipped from a private siding or a station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the owner until the car is lifted or bill of lading is issued by the Carrier, and thereafter shall be at the risk of the Carrier. Goods in carloads destined to a private siding, or station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the Carrier until placed on the delivery siding.

All goods shall be subject to necessary coopeage and baling at owner's cost.

**SEC. 7.**—No Carrier shall be bound to carry any documents, specie, or any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of such goods is disclosed herein) and a stipulated value of the articles are endorsed hereon. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon the Carrier shall not be liable for any loss or damage thereto.

**SEC. 8.**—The owner or consignee shall pay the freight and all other lawful charges accruing on said goods, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

**SEC. 9.**—Except in case of diversion from rail to water route, which is provided for in section 4 hereof, and except as provided hereafter, if all or any part of said goods is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations, and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statute or this section, and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lake, sea, or other waters; or from explosion, bursting of boilers, or breakage of shafts not arising from the negligence of the Carrier, or from any latent defect in hull, machinery, or appurtenances; or from collision, stranding, or other accidents of navigation or from prolongation of the voyage. And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods.

The term "water carriage" in this section shall not be construed as including lighterage or car ferriage across rivers, or in lake or other harbours, and the liability for such lighterage or car ferriage shall be governed by the other sections hereof.

If the goods are being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the conditions of this bill of lading.

**SEC. 10.**—Every party, whether principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the Carrier or its agent of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense, or destroyed without compensation.

**SEC. 11.**—Any alteration, addition or erasure in this bill of lading shall be signed or initialed in the margin by an agent of the Carrier issuing the same, and if not so signed or initialed shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

