

What Is a Human Being?

I would like to make some comments on Ron Leonard's letter, *Common Confusions of the Pro-Life Argument*, in last Thursday's Gateway.

First, I feel Leonard is himself confused between the notion of a human being as part of the species and a human being as an individual. In the first instance, existence is a sufficient condition for being human. The biological factors which cause the differences between a three month old fetus, a three month old baby, and a mature adult are physical, namely the addition of time, nutrition and oxygen.

What of "acquired skills, habits, interests, hobbies, education emotional ties, etc.?" Well, these are the kinds of factors that make up our subjective notions of individual human beings. The way we think of some people being different from everyone else. They do not, specifically, represent anything intrinsic to the wide spectrum of humanity.

The First International Conference on Abortion (Washington, October, 1967) was not misconceived and was not attended by natural scientists, alone, as Leonard thinks. The Conference brought together authorities in the fields

of natural science, law, ethics, and the social sciences. The question, "When does human life begin?", as studied by the natural scientists deserves attention simply because science knows more about the physical nature of human beings than anyone. Their scientific answer is more relevant to practical reality than any philosophical answer (if there is such a thing).

Leonard's relation between responsibility and rights does not make sense as he explains it. He says, "If it makes no sense to speak of a fetus having obligations, then it is equally senseless to speak of it having rights." Following his example, it also does not make sense to speak of a one year old baby having obligations, yet that one year old baby most definitely has rights.

In fact he has more rights than an adult despite the responsibilities the adult is obliged to bear. This fact is recognized by our laws and is stated in the United Nations' Declaration of the Rights of a child (Nov. 20, 1959):

The child, by reason of his physical and mental immaturity needs special safeguards and

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Gentlemen;

The supplement in the last issue of Gateway on Women's Liberation was very interesting if one considers a pot pourri of isolated and somewhat redundant journalism intriguing.

There were many points of definite worth made, but I can't say I was at all impressed by any of the poetry, and the literary skill and vaguely hysterical overtones made me feel that Women's Liberation in this particular instance was dealt a blow. The articles tended to isolate rather than draw together the various elements inherent in this most crucial of movements.

Why little mention made of the most elementary facet of the movement as far as I'm concerned, escapes me. Since when does any self asserting woman have to submerge herself into a sisterhood to accomplish all things

An outspoken, confident and capable woman is streaks ahead of her quieter contemporary who accepts all the day to day chauvinism and prejudice and rankles in the quiet of her home.

Making a stand on this issue is not necessarily yelling with a mob but speaking calmly and clearly at every opportunity, and using logic, that presupposedly male talent to your own distinctly female advantage. Putting down men because they are men is about as sensible as relegating all women to the kitchen, barefoot, pregnant, ad nauseum.

This whole thing brings to mind an instance witnessed at the recent CUP conference where a stand was made in the Maritimes against the truly ridiculous liquor laws. In the preliminary meeting, the one woman who had any background at all in the movement, quietly stood around until she was called on by a male Gateway staffer to make some comment. The only thing she had to say was that too many men were speaking, and yet she'd lacked the nerve to interject a few ideas of her own. Some liberated female! If she'd felt that strongly, the mouth would have been in action 20 minutes earlier. Then there were

all the other newspaper women, wandering around in various attitudes of visual liberation who lacked the jam to troop into Kentville and distribute handbills and attempt entry at the two taverns we were to picket.

Don't talk to me about overwhelming support, and the super rally. From what I've seen of the sisterhood, sisters, I'll fight my battles for the time being on my own, and when you all get together and have some idea of what it is you individually think you are trying to accomplish I'll consider joining. In the meantime, I'm making as much money as any guy in summer employment, and men don't intimidate me. There are a lot of them a lot smarter, and a good many more who are one hell of a lot stupider.

When women stop competing against women for men, and when the relationships between both the sexes reach a more equal footing, then the sisterhood will be the finest

See **Sisterhood**, p. 3

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The great and wondrous personages who worked on the production of the Gateway to atone for their many wrongs and flip, sophomoric and completely innocuous behavior (some penance!) included His Holiness Pope Bob Beal (our guide and instructor), our director of readings and Holy Literature Mother Superior Elsie Ross, Padre Pallard, the jovial light of wisdom, Father Winston Gereluk, our intellectual genius, Fathers Ross Harvey, Stu Layfield, and Ron Ternoway, all who provided the recreation and entertainment befitting our beloved congregation, The Right Honorable Bishops McCurdy and Orchard, Canon Selby, part of our own integration system proving religion doesn't have to be prejudiced. The Very Reverend Dr. Richard J. Grant and his visiting Holiness High Lama, Yak, from the deepest recesses in far Tibet, Our Buddest contingent from Japan, Fugiana, all gratefully served by the holy and servitude nuns Sisters Barb, Lena, Ann, Meredith, Irene, and Marilyn all dutifully following the steps of Mother Superior Dawn Kunesky and her Holiness The Right Reverend Mother Karen Moeller, all bounded by the workings of the omnipotent Archbishop Don Bruce and combined with the talents of me Harvey G. (G. for God) Thomgirt.

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Loopholes

This is the fourth of a semi-regular feature on students and the law prepared by Student Legal Services

The most common landlord and tenant problem is probably that of the tenant attempting to recover his damage deposit. More correctly, it is called a security deposit and the conditions for its return (or non-return) are governed by the Landlord and Tenant Act. There are essentially two reasons for the non-return of the deposit; (1) deductions in accordance with conditions agreed to by the tenant, or (2) deductions for repairs. The second, for the moment, is self-explanatory; the first refers to clauses in the lease which state that if the tenant breaches a condition the landlord may retain the security deposit. A common example is a clause which states that if the tenant, upon giving up the premises, fails to pay his rent, the damage deposit may be applied to the amount owing for rent.

Procedurally, if the landlord wishes to deduct any or all of the deposit for breach of a condition, then the deposit or a statement of claim and the balance (if any) must be delivered to the tenant. If the landlord is deducting for repairs but is unable to determine the correct amount, then he must deliver an estimated statement of account and he must return the estimated balance within 10 days, and within thirty days deliver a final statement of account and return the final balance, if any. If the landlord does not strictly adhere to these steps he is liable for a fine under the Act upon summary conviction. About the only defence for this is if the landlord can show that he had no knowledge of where the tenant is residing.

The deposit can be withheld only for the two conditions stated above. The deposit is money held in trust by the landlord and any willful or malicious withholding of the deposit may leave the landlord open to charges under the Criminal Code.

The most obvious remedy available to the tenant if he wishes to get his deposit back or dispute the landlord's deductions is to start a Small Claims Action. Usually, these disputes center around the question of what is damage.

The obligation of the yearly and monthly tenant is to use the premises "in a tenant-like manner." How about that? What it means is that the tenant is liable for essentially two kinds of

damage. They are (1) voluntary waste -- taking proper care of the place. The tenant has to clean off all marks and stains he causes; repair damage caused by him such as scratches on the wall and paint peeled off by taped up posters being carelessly taken down, which leads to the common claim for painting and therefore can be an expensive one. He probably also has to keep the premises reasonably clean. (2) Permissive waste -- If hailstones break the apartment window the tenant is not liable for it (unless specifically agreed to in the lease) but if he just watches the rain pour in through the window and does nothing to stop it then he is probably liable for resulting damage.

These two headings are almost all inclusive. The exception to the tenant's obligation is "ordinary wear and tear". This has a rather precise legal meaning, but essentially it is the type of damage that occurs through passage of time; paint begins to peel, tiles fade, shingles on the roof become loose, etc. Once common deduction is for shampooing a carpet. If the carpet was stained because of food or drink stains then the tenant is probably just as liable for cleaning that as for cleaning a wall marked up by the children. If, however, it was shampooed because over the period of a year dust creeps in between the fibers or the pile gets worn down, then there should be a valid argument that that is ordinary wear and tear.

One other possible exception is that the tenant need not fix the place up better than he found it. At common law, the landlord need not rent out habitable premises unless they are furnished; but the tenant is under no obligation to improve the premises. Thus, if the place you rent is a pig pen when the tenant moves in and the same way upon moving out there is no valid reason why the landlord should be able to deduct for cleaning. Unfortunately, they do seem to get away with it.

What amounts to ordinary wear and tear is a question of fact in each case and some fine distinctions can be drawn. Essentially though, the tenant is liable for damage caused by an act of his or those living with him. If you have any questions about your damage deposit, you get advice for free at the campus office of Student Legal Services - Room 272 SUB. Phone 432-5329.