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## ENGLISH CASES.

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### EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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#### **MARINE INSURANCE—POLICY—COLLISION—SUNKEN VESSEL.**

In *Chandler v. Blogg* (1898) 1 Q.B. 32, the policy sued on contained the usual clause that the insurer would pay all claims for loss or damage done or received through collision. The vessel insured was damaged by coming into collision with a barge which had just been sunk by collision with another vessel. The barge was raised next day and sailed to her home port, and was repaired. It was held by Bigham, J., that the plaintiff was entitled to recover because though "collision" *prima facie* means collision with some other navigable vessel, yet though the barge could not at the moment of collision have been navigated, nevertheless she was a vessel, and was navigable within the meaning of the policy, though temporarily disabled.

#### **CONTRACT OR TORT — COSTS — CONTRACT OF AGISTMENT — BAILMENT — NEGLIGENCE—(ONT. RULE 1132).**

*Turner v. Stallibrass* (1898) 1 Q.B. 56, may help to solve the difficulty which not unfrequently arises in determining whether an action is founded on tort or contract, for the purpose of determining either a question of jurisdiction, or a question of costs under Ont. Rule 1132. The action in this case was brought to recover damages for breach of a contract of agistment arising from the negligence of the defendant, and it was held by the Court of Appeal (Smith, Rigby and Collins, L.J.J.) that the action was founded in tort. Smith, L.J., states the rule of law on the subject as follows: "If in order to make out a cause of action it is not necessary for the plaintiff to rely on a contract, the action is one founded on tort; but on the other hand if it is necessary for him to rely upon and prove a contract, the action is one founded upon contract." The mode in which the action is stated the pleadings, or in