had exceeded its powers in attaching this condition, because its power to award damages is limited to damages in respect of construction under s. 237 (5), and s. 47 cannot be extended to enlarge that power to meet the case of damages arising from the location of the railway. As the condition failed, therefore there was no effective approval of the proposed location of the line, and the order of the Board was rescinded.

ADMIRALTY—SHIP—COLLISION—VESSEL IN TOW—TOW IN COLLISION WITH THIRD VESSEL—TUG AND THIRD VESSEL TO BLAME—LIABILITY OF THIRD VESSEL.

The Seacombe (1912) P. 21. In this case the facts were as follows: a barge in tow of a tug came into collision with a third vessel, owing to the fault of the tug and such third vessel. The owners of the barge sued the third vessel for the damages occasioned by the collision. For the defendants it was contended that the tow was so identified with the tug, that it was responsible for its negligence, therefore it was a collision caused by the negligence of both vessels, and, therefore, according to the rule of admiralty law each vessel was liable for half the damages. The majority of the Court of Appeal (Moulton and Buckley, L.JJ.) affirmed the judgment of Deane, J., and Evans, P.P.D., to the effect that the tow in such a case is not identified with the tug so as to be liable for its negligence; but that both the tug and third vessel were each liable to the tow for the whole damages sustained by the tow, and that the owners thereof might sue either or both of them for the whole damages. Williams, L.J., dissented, thinking that the tug and the third vessel were respectively liable each for only one-half the damages.