

has no jurisdiction to entertain a claim for seamen's wages under the amount of \$200 earned on a ship registered in Canada. *The Ship V. J. Aikens*, 7 Ex. C.R. 7, decided under similar provision in s. 34, c. 75, R.S.C., not followed.

2. The Admiralty Act, 1891, being a general law, and enacting general provisions as to jurisdiction, does not repeal by implication the special provisions of R.S.C. c. 74, s. 56, limiting the jurisdiction of this Court in proceedings for seamen's wages.

3. This Court has no jurisdiction to entertain a claim for seaman's wages under an amount of \$200 earned on a ship registered in England when the exceptions mentioned in s. 165 of the Merchants Shipping Act, 1894, do not apply.

4. Costs in these actions were not allowed to the defendants because exception to the jurisdiction to entertain the claim sued for was not taken in *limine litis*.

*Pentland*, K.C., for plaintiffs. *Gibson*, for defendants.

Burbidge, J.]

[Jan. 12.

NICHOLLS CHEMICAL CO. v. THE KING.

*Liability of Crown as common carrier—Loss of acid in tank car during transportation—Contract—Negligence—Liability of Crown—Costs.*

The Crown is not, in regard to liability for loss of goods carried, in every respect in the position of an ordinary common carrier. The latter is in the position of an insurer of goods, and any special contract made is in general in mitigation of its common law obligation and liability. The Crown, on the other hand, is not liable at common law, and a petition will not lie against it for the loss of goods carried on its railway except under a contract, or where the case falls within the statute under which it is in certain cases liable for the negligence of its servants (50-51 Vict., c. 16, s. 16) and in either case the burden is on the suppliant to make out his case.

By an arrangement between the consignee of the acid in question and the Intercolonial Railway freight charges on goods carried by the latter were paid at stated times each month, and in case anything was found wrong a refund was made to the consignee. In the present case the consignee paid the freight on the acid amounting to \$135.00, no refund being made by the Crown. This amount was paid to the consignee by the suppliant, and it claimed recovery of the same from the Crown in its petition of right. The evidence shewed that by the arrangement above mentioned the freight was not payable on the transporta-