

AN ADMIRALTY COURT.

mean every acquisition made *jure belli*, of a maritime character. With this we have nothing, at all events at present, to do. What we want is something that will be practically useful in correcting and remedying many anomalies, abuses and defects that injuriously affect our mercantile marine.

We want something that will put our ship-owners and mariners on a par with those of our enterprising and "go-ahead" neighbours. They long ago saw the advantage of tribunals for protecting their own interests in this respect, and made provision accordingly. The consequence of their having stringent laws and we none at all is most injurious to us, and many are the stories that have been told of the oppression practised upon Canadian masters and owners by unscrupulous officials on the other side. This may have been partly owing to their ignorance of admiralty law, but even this is an argument for our having such law administered on this side of the water. They have it now all their own way, and whilst they can in case of debts contracted for a Canadian vessel, or of collision, salvage, &c., where a Canadian vessel is concerned, tow her into an American port, and keep her there till the demands of the claimants or injured parties, or the salvors, are satisfied, or until bonds are given for the payment of all claims that may be established against her, a Canadian master has no help for it, and has not even the satisfaction of knowing that the same justice can be meted out to American ships. This bonding, moreover, is often a troublesome business in a foreign port, miles away perhaps from the owner, who may not even under the most favourable circumstances have sufficient means or credit to furnish the security that will be accepted, and the effect of this often is that the most exorbitant and outrageous demands have to be paid. A few parallel cases under similar laws on our side would have a wonderful effect in setting matters right; no man is so likely to be bullied as one that is incapable of taking his own part.

The benefits, however, would not end here. Those that would accrue in disputes or claims as between ourselves in matters nautical would be very great. Let us take a few cases for example. Courts of common law proceed *in personam*, Admiralty Courts *in rem*. The former can decide questions of contract express or implied, but the latter can do more,

they can apportion a loss on equitable principles, proceeding more after the manner of the Court of Chancery. Suppose a case of collision. One, or it may be both the vessels are "libelled," and the executive officer takes possession until bonds are given. The proceeding in such case being very similar to the execution of a writ of replevin by a sheriff. The court hears the evidence, and, what is more, understands it. It then apportions the loss and orders such and such repairs to be made, or that such a sum shall be paid in lieu thereof.

Salvage, again, is a difficult subject for Courts of Common Law to deal with. Canadians are not wanting in daring or heroism, when the occasion for their exercise arises, but would it not be a great inducement to any man to know that his attempts to save a vessel in jeopardy would be likely to meet not only with a careful investigation, but a liberal reward, commensurate with the risk and toil of his self-imposed task, and the skill with which he may carry it out, instead of having to bring an action upon a doubtful contract or contract at all, to be tried before a judge unversed in nautical matters, and a jury probably quite incapable of appreciating his services. Besides, perhaps, by the time he gets a verdict the owner of the vessel may be insolvent, and the vessel perhaps at the bottom of the lake.

So again with sailors wages. Seamen are proverbially improvident, and would generally sooner lance a hornpipe on the main truck in a gale of wind than go to a lawyer to enter a suit against the owner or master. Every facility should be given them to recover the amount of their hard-earned wages. They can understand and appreciate stopping the vessel till their wages are paid. This is to them the orthodox nautical way of solving the difficulty, and they are right enough in thinking so.

There should also be some means of enforcing a contract for necessary repairs done to a vessel, so as to afford due protection to all parties. And these and other contracts purely marine, such, for instance, as agreements as to sailors wages, can only be satisfactorily determined by an Admiralty Court.

The difficulty of obtaining any satisfactory verdict from an ordinary jury has been alluded to. We venture to say, that in nearly every case which involves purely nautical questions, the jury know just about as much of the case