

senting the Dominion on assuming control of the navigation, was bound to permit the maintenance of the bridge.

An obstruction to navigation cannot be justified on the ground that the public benefit to be derived from it outweighs the inconvenience it causes. It is a public nuisance though of very great public benefit, and the obstruction of the slightest possible degree.

Appeal dismissed with costs.

*Robinson, Q. C.*, for appellant.

*Leitch, Q. C.*, for respondent.

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18 May, 1896.

Prince Edward Island.]

OWEN v. OUTERBRIDGE.

*Ships and shipping—Chartered ship—Perishable goods—Ship disabled by excepted perils—Transhipment—Obligation to tranship—Repairs—Reasonable time—Carrier—Bailee.*

If a chartered ship be disabled by excepted perils from completing the voyage the owner does not necessarily lose the benefit of his contract, but may forward the goods by other means to the place of destination and earn the freight.

The option to tranship must be exercised within a reasonable time, and if repairs are decided upon they must be effected with reasonable despatch, or otherwise the owner of the cargo becomes entitled to his goods.

*Quere.* Is the ship owner obliged to tranship?

If the goods are such as would perish before repairs could be made, the shipowner should either tranship or deliver them up, or sell if the cargo owner does not object, and his duty is the same if a portion of the cargo, severable from the rest, is perishable. And if in such a case the goods are sold without the consent of their owner, the latter is entitled to recover from the ship owner the amount they would have been worth to him if he had received them either at the port of shipment or at their destination at the time of the breach of duty.

Appeal dismissed with costs.

*Davies, Q. C.*, for appellant.

*Peters, Q. C.*, Atty. Gen. P. E. I., for respondent.