

## HALIFAX EXPLOSION CASE FINALLY SETTLED

Neither Vessel Responsible for Damages, Says Privy Council  
in Deciding Case on Which Opinions of Supreme  
Court Judges Were Divided

THE privy council of Great Britain has dismissed the appeals made by both parties from the decision of the Supreme Court of Canada in the case of *the Imo v. the Mont Blanc*. These were the two ships which collided in Halifax harbor on December 6, 1917. The Supreme Court's judgment of the case was announced on May 19, 1919. The owners of the "Mont Blanc" claimed \$2,000,000 as damages and the owners of the "Imo" counterclaimed for a similar amount. In reporting the case, the "Law Times" says:—

Mr. Justice Drysdale, assisted by nautical assessors, tried the case at Halifax. The trial occupied 13 days. The judge pronounced the "Mont Blanc" solely to blame. The owners appealed to the Supreme Court of Canada, and the appeal was heard by the five judges, two of whom found the "Mont Blanc" wholly to blame, two found the "Imo" solely at fault, and the fifth judge was of opinion that both were equally responsible. In the result the Supreme Court allowed the appeal and held both ships equally liable. From that decision both sides appealed.

### How Collision Occurred

At the time of the disaster the "Imo," belonging to the port of Christiania, was going in ballast to sea on a voyage to New York under a charter made between her owners and the Belgian Relief Commission. The "Mont Blanc" was the property of La Compagnie Generale Transatlantique, and was going from New York to Halifax with a full cargo of picric acid, T.N.T., benzol and guncotton, belonging to the French government. Each was in charge of a qualified pilot. The collision took place in about mid-channel while the "Imo" was steering down channel from the Narrows to sea, and the "Mont Blanc" was going up channel, intending to pass through the Narrows. There was, it was admitted, no wind and very little tide, and for all practical purposes there was sufficient visibility.

The "Imo" alleged against the "Mont Blanc" that she was travelling at excessive speed, and that she starboarded her helm and attempted to cross the bows of the "Imo"; that she waited to reverse engines until the instant of or only a few seconds before the collision; that she crossed to the Halifax side of the channel instead of keeping to the starboard side of mid-channel, and that she did not give the proper whistle signals or navigate in accordance with the whistle signals. Stress was also laid on the fact that she had no interpreter on the bridge through whom the Canadian pilot could give orders to the French officers.

The "Mont Blanc" submitted that the negligent navigation of the "Imo" was the sole cause of the collision. It was alleged that, while the "Mont Blanc" was keeping to her right side of the channel and giving appropriate signals, the "Imo" adhered to her wrong side, thus putting the "Mont Blanc" into a position of difficulty when it was necessary to take immediate action. The putting of her helm hard a-starboard was, it was submitted, the best course to have adopted to avoid a disaster.

### Negligence on Both Sides

Lord Atkinson, whose judgment was read by the Lord Justice Clerk, went in great detail into the cases and the evidence on both sides, and, in conclusion, said: Their lordships have, upon the whole, come to the following conclusions: First, that the "Mont Blanc," from the time when she passed the "Highflyer" till she starboarded her helm in the agony of the collision, never left her own water, though she may no doubt before she was actually struck have forged ahead so as to cross the middle line of the channel. Second, as she steamed up through her own waters her speed was not immoderate. Third, the "Imo," in order to inflict the injury to the "Mont Blanc" which it is proved she did inflict, must have struck that ship with more force and at a higher

rate of speed than her witnesses admit. Fourth, the "Mont Blanc" must at the time of the collision have had little, if any, way on her, else the stern of the "Imo" would have been twisted to some extent, which it was not. Fifth, the inclination of their lordships' opinion is that the "Imo" could, when she first reversed her engines, have crossed into and remained in her own water, as she was bound to do, but never did.

It is not necessary, however, absolutely to decide the last point, because, in the case of both ships, it is clear that their navigators allowed them to approach within 400 feet of each other on practically opposite courses, thus incurring risk of collision, and, indeed, practically bringing about the collision, instead of reversing their engines and going astern, as our assessors advise us they, as a matter of good seamanship, could and should have done, long before the ships came so close together. This actually led to the collision. The manœuvre of the "Mont Blanc" in the agony of the collision may not have been the best manœuvre to adopt, and yet be in the circumstances excusable. But their lordships are clearly of opinion that both ships are to blame for their reciprocal neglect to have reversed and gone astern earlier than they did. They are, therefore, of opinion that the appeal and cross-appeal both fail, that the judgment appealed from should be affirmed, and there will be no order as to the costs of the appeal and cross-appeal.

## SUIT OVER REAL ESTATE DEAL

A suit to recover \$198,000 was begun in Winnipeg on September 24 by the Albyn Trust Co., who cite the King's Park Co. as defendants. This action arises out of a real estate deal of years gone by in which the subdivision known as King's Park was the vended property. This property lies between the Agricultural College and St. Norbert and Pembina Highway and the Red River. The plaintiffs are suing on a mortgage, and the defence set up is that as the plaintiffs have failed to make payment on a prior mortgage the defendants are not liable until this obligation is discharged. A counter-claim has also been filed by the defendants for damages for breach of contract in connection with the mortgage sued upon. Argument was to be resumed this week.

## VICTORY BOND CONTROL EXTENDED

At a meeting of members of the Montreal Stock Exchange this week it was agreed to extend further the time in which Victory bonds may not be dealt in on the floor of the institution from October 1 to December 31 next. As generally anticipated, the wishes of the Minister of Finance in this connection were met. It is understood, however, that the resolution adopted expresses the view that the latest extension should be the last one, the majority of the members favoring open dealings in the securities. No action will be required on the part of members of the Toronto Stock Exchange, as the agreement with the local exchange does not expire until the end of the present year.

Notice is given by the Department of Finance that on account of the interest payments due first November the transfer books of the 1918 and 1919 Victory loans will be closed from the 30th September to the 31st October, inclusive. Bonds which are received at the department for transfer after the 30th September will not be transferred until after the opening of the transfer books on the 1st November.

That the city of Quebec may apply to the legislature at its next session for power to municipalize fire insurance was intimated on September 15 by Ald. P. Bertrand, chairman of the fire committee.