

*Davidson v. Burnand*, L. R. 4 C. P. 117; and *The Quebec Marine Insurance v. The Commercial Bank of Canada*, 39 Law J. Rep. P.C. 53; L. R. 3 P. C. 234).

It will be observed that the word at the commencement, and which is the key-note of Mr. Baron Parke's definition in *Dixon v. Sadler*, is "fit." Seaworthiness, then, in brief, is *fitness for the work which a particular ship has to do*; and we suggest for our readers' consideration and (if they please) discussion as to whether the words we have italicised do not almost comprehend the net result of the cases on this important word.

This word 'fit' was pointed out by Mr. Justice Blackburn as the keynote of Mr. Baron Parke's definition. In the important case of *Burges v. Wickham* (33 Law J. Rep. Q. B. 17; 3 B. & S. 669), Mr. Justice Blackburn cited the definition of seaworthiness as given in *Dixon v. Sadler*, and said: 'This definition has always been considered correct; but the question we have to determine is, what are the proper elements to be taken into consideration in determining whether the state of the vessel is *fit*? That was a question which did not arise in *Dixon v. Sadler*.'

The learned judge thereupon noticed the contention that there was a certain fixed standard of *fitness* which if a ship fell short of she was unseaworthy; but he speedily set that notion aside, and in doing so remarked, somewhat quaintly, that the counsel supporting the contention 'did not furnish us with any certain guide as to what was the standard of fitness.'

Looking, then, for some other criterion, Mr. Justice Blackburn proceeded to enunciate the broad principle:—

'The question whether a vessel is seaworthy is, from its nature, one that in practice must almost always be determined by a jury on the evidence, with only a general direction from the presiding judge.'

Then he proceeded to elucidate what that general direction should be, by referring chiefly to the opinions given by Mr. Baron Parke and Mr. Justice Maule and Mr. Justice Erle in the great case of *Gibson v. Small* (L. R. 4 H. L. Cas. 353), and from these we extract the following proposition of Mr. Justice Erle:

'A ship is seaworthy if it is *fit*, in the degree which a prudent owner, uninsured, would require to meet the perils of the service it is then engaged in, and would continue so during the voyage, unless it met with extraordinary damage.'