RECENT ENGLISH DECISIONS.

Marine Insurance—Partial Loss—Loss on Sale of Damaged Ship after repairs—Measure of liability.—Plaintiff's vessel was insured by a time policy, valued. During the continuance of the risk she went ashore and was damaged, but was got off and towed into port. Her value immediately before she went ashore was the same as at the commencement of the risk. The cost of the repairs necessary to restore her to the same condition as she was in before she was damaged would have greatly exceeded her value when repaired. Plaintiffs did not do these repairs, but only did some slight repairs that were immediately necessary, sold the ship before the expiration of the policy for a sum exceeding her estimated value, and claimed for an average loss. *Held*, by Jessel, M. R. and Cotton, L. J. (Brett, L. J. *dissentiente*), that the measure of the insurers' liability was the difference between the value of the vessel when undamaged and the balance which remained after deducting from the proceeds of the sale the cost of the repairs executed. Per Jessel, M. R.: The value to be regarded was the value of the vessel at the commencement of the risk. Per Brett, L. J. The measure of the insurers' liability was the estimated cost of the repairs which would have been necessary to restore the vessel to the same condition as she was in before she was damaged, deducting one-third new for old. Judgment of Lindley, J. (45 L. T. Rep. N. S., 46), affirmed. Ct. of Appeal, June 6, 1872. *Pitman* v. *Universal Marine Insurance Co.* (46 L.T.Rep., N.S., 863.)

Maritime law—When shipowner liable for negligence of pilot employed by compulsion—Ultra vires.—The employment of a pilot in the Suez Canal, though compulsory, is not of such a nature as to exempt the owners of a ship from liability for damage done to another ship by the negligence or want of skill of such pilot. By the regulations of the Suez Canal the pilot is to advise the master of the ship; but the master remains responsible for the navigation of the ship. Such regulations are not *ultra vires*. Per Brett, L. J.: Observations on the general duties of a pilot as understood in England. Ct. of Appeal, July 4, 1882. *The Guy Mannering* (46 L. T. Rep. N. S., 905.)

Carrier—Contract limiting liability not presumed to include loss from carrier's negligence.—The plaintiffs shipped a quantity of specie on board defandant's ship, the Crown Prince, under a bill of lading which contained the following exceptions: "The act of God, the king's enemies, restraint of princes and rulers, accidents and damages from collision, and all the perils, dangers and accidents of the sea, rivers, land carriage and steam navigation of whatsoever nature and kind, and accidents, loss or damage from any act, neglect or default whatsoever of the pilots, masters, marines or other servants of the company in navigating the ship, or from any deviation excepted." Whilst on her voyage the Crown Prince came into collision with another steamship also belonging to the defendants, and a quantity of the specie was lost. The jury found that this latter vessel was principally in fault, but that the Crown Prince was also in some degree to blame. *Held*, in an action to recover damages for the loss of the specie, that the exception in the bill of lading as to collision did not protect the defendants from liability for a collision caused by the negligence or default of their servants on board a vessel other than the Crown Prince, and that they were not protected by the clause which excepted their liability for the negligence of their servants, as that applied only to the negligence of their servants who were navigating the Crown Prince. In Lloyd v. General Iron Screw Collier Co., 10 L. T. Rep. N. S. 586; 3 H. & C. 284, it was held that the exception in the bill of lading of "accidents or damages of the seas, rivers, and steam navigation of whatsoever nature or kind," did not exempt the ship-owner from responsibility for the loss of goods which arose from a collision caused by the negligence of the master or crew. This decision was discussed and followed in Grill v. General Iron Screw Collier Co., 14 L. T. Rep., N. S. 711; L. R, 1 C. P. 600. A similar construction was given to a bill of lading which contained a clause that the ship-owner "is not to be accountable for leakage or breakage," in the earlier case of Phillips v. Clarke, 2 C. B. N. S. 256, and more recently in Czech v. General Steam Nav. Co., 17 L. T. Rep., N. S., 246: L. R., 3 C. P. 14. See also Lloyd v. Guibert, 10 L. T. Rep., N. S., 570; 3 Kent Com. Lect. 47, §5; 1 Pars. Ship. 269. Q. B. Div. March 24, 1882. *Chartered Mercantile Bank of India* v. *Netherland Steam Navigation Co.* Opinions by Pollock, B. and Manisty, J. (46 L. T. Rep., N. S., 530.)