

ADMIRALTY—JURISDICTION—COLLISION BY FOREIGN GOVERNMENT
SHIP—FOREIGN PUBLIC VESSEL—APPEARANCE ENTERED UNDER
MISTAKE OF LAW—EXEMPTION FROM ARREST.

The Jassy (1906) P. 270, was an action in the Admiralty Court for damage by collision against a vessel which was the property of a sovereign state. The vessel had been arrested, and an absolute appearance put in, and an undertaking given to put in bail. Subsequently the chargé d'affaires of the foreign state addressed a letter, in the nature of a certificate, to the Secretary of State for Foreign Affairs stating that the vessel was the property of such foreign state, and asking that the proceedings against the vessel might be terminated, and stating that the appearance had been put in, and undertaking given, under misapprehension, and a copy of this letter was forwarded by the Secretary of State to the Registrar of the Admiralty Court for the information of the President of that Court. The defendants applied to dismiss the action and in the circumstances and notwithstanding the appearance and undertaking Barnes, P.P.D., held that the action must be dismissed.

COLLISION—MEASURE OF DAMAGES—PROSPECTIVE PROFITS.

The Racine (1906) P. 273 was an action in the Admiralty Court to recover damages for a collision, and the only question discussed is the measure of damages. The plaintiff's vessel, which was totally lost, was, at the time of the collision, proceeding from a home port under a charter to a foreign port, and was thence to proceed under charter to another port, and thence under charter home. The Court of Appeal (Williams, Stirling, and Moulton, L.J.J.) affirming Barnes, P.P.D., held that the measure of damages was the value of the ship at the date when she would have accomplished the homeward voyage together with such sum as would represent the profits which would have been realized from the three successive charters, less a reasonable percentage for contingencies.

ADMIRALTY—DAMAGE BY FIRE TO CARGO—"BY REASON OF FIRE"
—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. C. 60) S.
502 (1)—WARRANTY OF SEAWORTHINESS.

The Diamond (1906) P. 282 was an action brought by the plaintiffs against shipowners for breach of warranty of seaworthiness. Owing to the negligence of the crew in overheating a stove a fire broke out on board the defendant's ship and the