

below this Court could not order judgment to be entered for him and a new trial was granted. Judgment of the Supreme Court of Nova Scotia, 35 N.S.Rep. 117, reversed. Appeal allowed with costs.

*W. B. A. Ritchie*, K.C., for appellant. *Roscoe*, K.C., for respondent.

## EXCHEQUER COURT OF CANADA.

### TORONTO ADMIRALTY DISTRICT.

McDougall, Loc.J.] *McLAREN v. THE "ISHPEMING."* [Nov. 24, 1902.

*Maritime law—Wages—Arrest on telegram—Rescue—Contempt of Court.*

Action against a foreign ship for wages. A warrant of arrest had been issued, and a telegram sent by the Marshal to his deputy at Port Stanley, where the ship then was, to arrest the ship, and that a warrant had been issued and mailed to him. The deputy thereupon, before receiving the warrant, went on board, read a copy of the writ of summons and of the Marshal's telegram to the master of the ship, and informed him that the ship was under arrest, and tacked up a copy of the writ of summons. The deputy, having temporarily left the ship, the same was towed out of the harbour and continued on her voyage.

Plaintiffs now moved for an order of attachment against the master for contempt of Court in releasing and rescuing the ship from arrest. The master filed his affidavit that he had given no orders to move the ship, and was not aware that the mate had done so until the ship had reached the next port, and that he then decided that it would be useless to return. It was also contended that there was no valid arrest, the warrant not having arrived until after the ship had left, and that notice of the warrant was insufficient.

*Held*, that the arrest upon the telegram was valid, and that the master was guilty of contempt of Court, but he now apologizing and bringing into Court a sum sufficient to cover the claim and costs, order made that upon payment of the costs of the motion the ship be released from the warrant.

*The Seraglio* (1885) L.R. 10 P.D. 120, followed and applied.

*Tremecar*, for the motion. *H. J. Wright*, contra.

## Province of Ontario.

### COURT OF APPEAL.

From Lount, J.]

[Jan. 26.

IN RE CITY OF KINGSTON AND KINGSTON LIGHT, HEAT, AND POWER CO.

*Company—Sale of gas works to municipality—Arbitration as to price—Franchise—Ten per cent. addition.*

By 54 Vict., c. 107 (O.), the company was protected against compulsory parting with its works and property to the city until May, 1911; but by an