under a *saisie-arrêt*. The plaintiff must resort to a direct action. Under these circumstances, the Court cannot proceed further with the case, the contestation by the plaintiff of the declaration of the garnishee being dismissed on this ground.

Abbott, Q. C., for the garnishee.

Morris, for the plaintiff contesting.

May 30.

TRINITY HOUSE *v.* BROWN.

Negligence—Collision.

The persons in charge of the plaintiffs' steamer, supposing the defendant's vessel to be at anchor, tried to pass inside between it and the shore, and in so doing the two vessels came into collision, and the plaintiffs' vessel sustained damage.

Held, that the collision being caused by the plaintiffs' mistake, they could not recover.

This was an action brought by the Trinity House of Montreal, against Mr. John Brown, contractor, and proprietor of the steamer *John Brown*, to recover the sum of $450 damages occasioned to that vessel by collision with the *Richelieu*, a steamer belonging to the Trinity House. The accident occurred on Sunday, the 23d of July, 1865, on the St. Lawrence, near Lavaltrie, and the plaintiffs alleged that it was caused by the want of skill, care and attention of the pilot of the *John Brown*.

SMITH, J. This is an action brought to recover damages occasioned by a collision of the defendant's steamer *John Brown* with the *Richelieu*, belonging to the plaintiffs. The facts are very simple. It appears that one night the *Richelieu* was proceeding to Montreal, when the persons on board spied a light at some distance, and a discussion took place as to what the light was. The *Richelieu* had her lights burning and her pilot on board, and the first question that arises is, Were the lights required by law on board the *John Brown*? On this point the evidence is contradictory. It is stated that the lights were there, but the vessel being low in the water they might not have been perceived on board the *Richelieu*. The collision took place in this way:—The people on board the *Richelieu*, supposing the *John Brown* to be a vessel at anchor, attempted to pass inside, and turned the helm wrong. If the *John Brown* had really been at anchor, the *Richelieu* might have passed inside, but not otherwise. The collision occurred through this mistake, and not through any culpable act, but the law makes no distinction as to damages. The plaintiffs were in error in trying to pass inside. If they had kept on the outside there would have been no collision. The action must therefore be dismissed with costs.

Bethune, Q. C., for the plaintiffs.

A. & W. Robertson, for the defendants.

CIRCUIT COURT.

Oct. 27.

TORRANCE *v.* RICHELIEU NAVIGATION COMPANY.

Common Carriers—Steamboat Company—Loss of Wearing Apparel.

A passenger in a steamboat belonging to the defendants placed his overcoat on a sofa in the eating saloon, before going to supper. He had been told by a waiter that it would be safe if left on a table close by the sofa. The overcoat was stolen while he was at supper.

Held, that the liability of common carriers does not extend to articles of wearing apparel such as an overcoat, which may be thrown off and laid aside, unless specially deposited in the charge of the carriers' servants; and that the defendants in this case were not liable, because no such deposit was made.

MONK, J. This is a case which, though involving a very small amount of money, yet presents a question of considerable importance, and I feel some doubt whether the decision at which I have arrived is right. It appears that in November, 1863, the plaintiff, Mr. Torrance, with two other gentlemen, embarked at Quebec, on the *Europa*, one of the Company's steamers, for the purpose of proceeding to Three Rivers. They did not get state rooms. About twenty minutes after the boat started the bell rang for tea. Mr. Torrance proceeded to the eating saloon, where he threw off his overcoat, and asked one of the waiters if it would be safe. The waiter replied that it would be safe on the table. Mr. Torrance, however, left the coat lying on the sofa while taking tea. On returning to the sofa after supper, he found that the coat was gone. An action has been brought for the value of it, and the question is, are the Company liable? The plain-