

REVIEW OF CURRENT ENGLISH CASES.

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ADMIRALTY—COLLISION—LOSS OF USE OF VESSEL—VESSEL WORKING AT A LOSS—DAMAGES—REMOTENESS.

The Bodlewell (1907) P. 286 was an admiralty action for damages for a collision. The vessel injured was working at a loss for the purpose of establishing a new trade; and the question for determination was what was the proper measure of damages. Deane, J., held that the contingent profit which might be earned when the trade should be established and rates had become remunerative, was too remote to be taken into consideration as special damage, and in such a case where no loss apart from the actual expense of repair can be shewn from the temporary loss of the use of the vessel, general damages are not recoverable from the vessel in fault.

ADMIRALTY—COLLISION—INDEMNITY—THIRD PARTY NOTICE.

The Kate (1907) P. 296 was also an admiralty action to recover damages for a collision. In this case a question arose as to the right to serve a third party notice in the following circumstances. A steamship was brought to a dock by two tugs, but was unable to get close to the quay owing to a barge attached to a buoy being in the way. The dockmaster sent a man from each of the tugs to loosen the barge and directed a third tug to tow the barge away; but in so doing the barge was, owing to the negligence of the men sent to loosen her from the buoy, allowed to come in contact with the propeller of the steamship, whereby she was injured and sank. The action was brought by the barge owners against the dock owners, who admitted liability, but claimed to bring in the steamship owners as third parties liable to indemnify them under a towage contract made between the dock owners and a firm of ship repairers who had undertaken to bring the steamship from their yard to her berth at their own risk. By the towage contract the dock owners were to supply tugs, but the masters and crews were to cease to be under the contract of the dockowners and to be subject to the orders and control of the master or person in charge of the steamship. Deane, J., held that the steamship owners were not liable to indemnify the dock owners, and the Court of Appeal (Lord Alverstone,