

Atkinson's lifetime no cause of action arose before he died; and that even assuming that the debt was payable to Atkinson on the day of his death, yet there being no evidence that he died after the time fixed for payment, the Statute would not run against his administrator until letters of administration were taken out. Lopes, L.J., however, preferred to rest his decision solely on the former ground. As regards the latter point it may be observed that as regards realty the law in Ontario is modified by Statute (R.S.O. c. 3, s. 7) under which letters of administration for the purpose of the Statute of Limitations (R.S.O. c. 3) relate back to the death of the deceased.

INSURANCE—MARINE—COLLISION—PROXIMATE CAUSE OF DAMAGE.

*Pink v. Fleming*, 25 Q.B.D., 396, was an action to recover on a policy of marine insurance, whereby the defendants insured the plaintiff's cargo against damages occasioned thereto by collision. The vessel in which the cargo was being carried met with a collision; in consequence it had to put into port for repairs, and in order to carry out the repairs it became necessary to unload part of the goods insured, and on the completion of the repairs the goods were re-shipped in the vessel, which proceeded on its voyage. On its arrival at its destination it was found that the goods, which consisted of fruit, had been damaged by the unloading and reloading, and the delay necessitated by the repairs. Under these circumstances it became necessary to determine whether the collision was the proximate cause of the loss. The Court of Appeal (Lord Esher, M.R., Lindley and Bowen, L.JJ.) affirmed the decision of Mathew, J., at the trial, that the collision was not the proximate cause of the loss, that the damage was too remote, and that therefore the action failed.

CONTRACT—CONFLICT OF LAWS—DISCHARGE OF DEBTOR BY FOREIGN BANKRUPTCY—EFFECT OF AN ENGLISH DEBT—STAY OF PROCEEDINGS UNDER JUDICATURE ACT 1873 (36 & 37 VICT., c. 66) s. 24, s.s. 5, (39)—(ONT. JUD. ACT) R.S.O., c. 44, s. 52, s.s. 10.)

In *Gibbs v. La Societe Industrielle, etc.*, 25 Q.B.D., 399, an attempt was made to induce the Court of Appeal to overrule the decision of Lord Kenyon in *Smith v. Buchanan*, 1 East 6. The action was brought against the defendants, a French Company, to enforce a contract made, and to be performed in England. Proceedings in liquidation had been taken in France to wind up the Company, and it was contended on the part of the defendants that in the first place the effect of those proceedings was to discharge the defendants from liability, and that in the second place, owing to the pendency of the proceedings in the foreign court, this action ought to be stayed under the Judicature Act (*see Ont. Act*, s. 52, s.s. 10). But the Court (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) were agreed that even assuming the proceedings in France were equivalent to a discharge in bankruptcy in England, yet such discharge was inoperative as regards a debt due under a contract made and to be performed in England. And that such proceedings in the foreign court furnished no ground for staying the action either before or after judgment under the Judicature Act.