

10 STATEMENT OF CASE ON BEHALF OF THE SCHOONER "FAVOURITE"

together with interest thereon, which amounts, they estimate, as follows:

Estimated catch for season had the Schooner not been molested	3589 skins
Less skins on board when seized.....	1345 skins
	2244 skins
2244 skins @ \$8.62	\$19,443.28
Interest from November 30th, 1894 (date of sales in Lon- don), to date of payment at 7%	

36. In the alternative the above amount of \$19,443.28 is claimed by reason of the loss of time, wages, provisions and outfit for the remainder of the season after the 24th of August, 1894, the date when the vessel was seized and sent to Unalaska; the said expenses being thrown away and damages incurred through the compulsory breaking up of the voyage which the owner was entitled to prosecute according to his original lawful design.

37. His Majesty's Government therefore claims on behalf of Loughlin McLean the sum of \$19,443.28, with interest from November 30th, 1894, at the rate of seven per cent. to the time of payment.

38. It is submitted that the claim for the loss and probable catch or loss of estimated catch is a proper claim under the circumstances.

39. It is submitted that where there is interference with a business, it is followed by liability for the probable consequence.

40. It is also submitted that the uncertainty of being able to state how many seals the vessel would have caught during the balance of the sealing season is no sufficient answer to the claim. Damages for the loss of catch are the necessary and proximate result of the injury, as in the cases of tort at common law. It is sufficient to establish the amount with substantial certainty.

41. Here "the necessary and proximate result of the injury" may be established "with substantial certainty" by having regard to the nature of the season, the equipment of the vessel, the catch of other seasons, the catch of similar vessels in the same season, and otherwise.