

# THE DIGEST

ANNOTATED  
BRITISH,  
COMMONWEALTH  
AND  
EUROPEAN  
CASES

43

SHIPPING  
AND  
MARITIME



BUTTERWORTHS

# The Digest

*Annotated British, Commonwealth and  
European Cases*

43

*1984 reissue*

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**Shipping and Navigation**  
**(Parts 8–14)**

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# The Digest

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43

*1984 reissue*

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# Abbreviations

## 1 ABBREVIATIONS OF REPORTS

A complete list of abbreviations used in citing Reports is to be found in Volume 1(1) pages xv–xxxiii. Additions or alterations to this list will be noted in future Supplements

Cty	County
Cty Ct	County Court
DC	Divisional Court
DPP	Director of Public Prosecutions
Dept	Department
Distd	Distinguished
Div Ct	Divisional Court

## 2 GENERAL ABBREVIATIONS

AG	Aktiengesellschaft	ECJ	European Court of Justice
A-G	Attorney-General	E Af	East Africa
Act	Actiengesellschaft	Eccl Comrs	Ecclesiastical Commissioners
Affd	Affirmed	Eccl Ct	Ecclesiastical Court
Affg	Affirming	EEC	European Economic Community
Akt	Aktiengesellschaft; Aktiebolaget;	Ex Ch	Exchequer Chamber
	Aktieselskabet	Ex p	Ex parte
Alta	Alberta	Exch	Exchequer
Anon	Anonymous	Exch Ct	Exchequer Court
Apld	Applied	Expld	Explained
Apprvd	Approved	Extd	Extended
Art	Article		
Ass Tax Case	Assessed Tax Case	Fam Div	Family Division
Aus	Australia	Fi fa	Fieri facias
		Folld	Followed
BC	Borough Council		
BC	British Columbia	Govt	Government
CA	Court of Appeal		
CBC	Canadian Broadcasting Corporation	HC of A	High Court of Australia
		HL	House of Lords
CC	County Council	HSI	Halsbury's Statutory Instruments
CCA	Court of Criminal Appeal		
CCR	County Court Rules	I of M	Isle of Man
CCR	Court of Crown Cases Reserved	IR Comrs	Inland Revenue Commissioners
CLP Act	Common Law Procedure Act	Inc	Incorporated
COR	Crown Office Rules	Ir	Ireland
CSUC	Consolidated Statutes of Upper Canada		
Ca sa	Capias ad satisfaciendum	JJ	Justices
Can	Canada	Jud Act	Judicature Act
Ch Div	Chancery Division		
Cl/cll	Clause/clauses	KB Div	King's Bench Division
Co	Company		
Consist Ct	Consistory Court		
Cont	Continued	LB	Local Board
Comrs	Commissioners	LC	Lord Chancellor
Consd	Considered	LCC	London County Council
Corpn	Corporation	LG	Local Government
Ct	Court	LG Board	Local Government Board
Ct of Bkpcy	Court of Bankruptcy	LJ	Lord Justice
Ct of Ch	Court of Chancery	LJJ	Lords Justices
Ct of Eq	Court of Equity	Lieut-Gov	Lieutenant-Governor
Ct of R	Court of Review	London BC	London Borough Council
Ct of Sess	Court of Session	Ltd/Ltda/Ltee	Limited/Limitada/Limitee

Mags Man Mentd	Magistrates Manitoba Mentioned	Rs/rr Ry Co	Rules Rail Co or Railway Co or Railway Company
NB	New Brunswick	S	Section
NF	Not Followed	SA	Societe Anonyme
NI	Northern Ireland	S Af	South Africa
NP/np	Nisi Prius	S Aus	South Australia
NS	Nova Scotia	SC	Same Case
NSW	New South Wales	SC (Name of colony following)	Supreme Court of a Colony
NWP	North-West Provinces		
NWT	North-West Territories		
NZ	New Zealand	SE	Settled Estates
		SS	Steamship
Ont	Ontario	Sask	Saskatchewan
Ord	Order	Sched	Schedule
Overd	Overruled	Sci fa	Scire facias
		Sect/s	Section
PC	Privy Council	Soc	Society
PEI	Prince Edward Island	Soc Anon	Societe Anonyme
QB Div	Queen's Bench Division	TC	Town Council
Qd	Queensland	Tas	Tasmania
Qu	Quaere		
Que	Quebec	UC	Urban Council
		UDC	Urban District Council
R/r	Rule	UK	United Kingdom
RAF	Royal Air Force	US/USA	United States of America
RC	Rural Council		
RDC	Rural District Council	VAT	Value Added Tax
RM	Rural Municipality	V-C	Vice-Chancellor
RSA	Rural Sanitary Authority	Vic	Victoria
RSC	Revised Statutes of Canada		
RSC	Rules of the Supreme Court	W Af	West Africa
Refd	Referred	W Aus	West Australia
Reg	Regulation	W Indies	West Indies
Restg	Restoring		
Revsd	Reversed		
Revsg	Reversing	YT	Yukon Territory

## Meaning of terms used in classifying annotating cases

The different expressions used to describe the effect of the annotating cases have the following meanings, and the classification of the annotating cases has been done strictly in accordance with these meanings. The annotating cases are grouped according to the points in the case which they annotate; within these groups they are listed chronologically. The terms used in classifying the annotating cases are as follows:—

**“Applied”** (Apld) This expression is used to denote the fact that the principle of law enunciated in the annotated case has been applied to a new set of facts and circumstances in the annotating case.

**“Approved”** (Apprvd) This expression is used to denote the fact that the annotated case has been considered to be good law in the annotating case where the latter is in a higher court than the former.

**“Considered”** (Consd) This expression is used where the remarks in the annotating case are devoid of adverse criticism and merely denote the giving of more or less careful consideration to the annotated case.

**“Distinguished”** (Distd) This expression is used where the earlier case is not necessarily doubted, but where some essential difference (either on the facts or in law) between it and the annotated case is pointed out.

**“Doubted”** (Dbtd) This expression is used where the court in the annotating case without definitely going to the length of saying that the annotated case is wrong, adduces reasons which seem to show that it is not accurate.

**“Explained”** (Expld) This expression is used where the earlier case is not necessarily doubted, but the decision arrived at is justified or accounted for by calling attention to some point of fact or of law which is usually but not necessarily, one not obvious on the face of the report.

**“Extended”** (Extd) Compare “Applied,” *supra*.

**“Followed”** (Folld) This expression is used to denote that the same principles of law are applied in the two cases. It does not necessarily imply that the facts are substantially identical in the two cases.

**“Not Followed”** (NF) Compare “Followed,” *supra*, to which it is the adverse.

**“Overruled”** (Overd) This expression is used where the annotating case is on substantially identical facts with the annotated case and in a higher court and the rule in the latter case is held to be wrong.

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