startling. In order to understand the reason we must first appreciate the extreme severity of French maritime law towards neutrals. Not only were enemy goods seized on neutral ships, but the ships themselves were confiscated in virtue of the Ordinance of 1681. Also neutral goods were seized on enemy ships.

The position then before the Treaty of St. Germain-en-Laye was that both France and England seized enemy goods on neutral ships, but France seized the neutral ships as well. She also seized neutral goods on enemy ships, while England restored them, only confiscating the vessel. But after the treaty, although the general laws of both countries remained unaltered, in wars in which one of the two countries was engaged, the other remaining neutral, *both* countries seized that neutral's goods on enemy ships, and *both* released enemy goods on that neutral's ships. Both countries, therefore, for this limited purpose, accepted "free ships free goods"; but, in doing so, France made a greater change than England, for she gave up the seizure of neutral ships which had enemy goods on board. The result was that, when France went to war, English neutral ships were freed from confiscation when carrying enemy goods. It was a concession for which a price was paid: enemy goods themselves were freed.

Yet even this does not explain the radical change in the law reciprocally agreed to in this treaty; for France also gave up the confiscation of enemy goods on neutral ships when they were English.

We may legitimately assume that France would not have abandoned her ancient practice without a *quid pro quo*. The inference is clear: England's acquiescence in "enemy ships enemy goods" was the consideration for the benefit obtained in favour of English ships. This view is supported by Schoell and Reddie.

This principle is so foreign to English principles of maritime law that a brief space must be devoted to it. The justification for its adoption is that it checks one form of assistance to the enemy; the reason for it is