

German buyer on a British vessel before the present war for conveyance to Rotterdam to enemy firms. Payment was to be by cheque against documents. The neutral sellers held the bill of lading, which had not been endorsed, and had thus a *jus disponendi*. The ship was diverted to the Manchester Ship Canal and the goods seized. For the Crown, in asking that the goods should be condemned, it was submitted that the test to be applied was at whose risk the goods were, but the Court refused to apply this test and treated the cargo by the test of ordinary municipal law as applicable to contracts for the sale and purchase of goods, and, finding that the goods were the property of the neutral, ordered their release. [*The Miramichi*, 1915, P. 71; 31 T.L.R. 72.] Indeed all that a Prize Court is concerned with is the national character of the thing seized and in determining this the English Courts have taken *ownership* as the criterion, meaning by ownership the property or *dominium* as opposed to any special rights created by contracts or dealings with individuals. Special rights of property created by an enemy owner such as pledges of the goods captured are not recognised in a Court of Prize. [*The Odessa*, 1916, A.C. 145; 1915, 32 T.L.R. 103; 114 L.T. 10.].

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Sale of
Goods:
Prize
Court

Jus dis-
ponendi

Pledges

But where the enemy pledgors have lost their right to redeem the goods pledged the goods are not liable to be seized as enemy goods. [*The Ningchow*, 1915, 31 T.L.R. 470.]