

(C)
**Re Sale
 of Goods**

Stoppage
 in transit

neutral to an alien enemy were shipped on a British ship and seized in the London Docks. In prize proceedings the sellers contended that the failure of the buyers to meet their acceptances given for the price of the goods constituted a failure to pay, involving insolvency under section 62, sub-section 3, of the Sale of Goods Act, and giving a right to the vendors to stop the goods in transit and so have the effect of the goods reverting to them. The goods were however condemned, as the alleged stoppage occurred after seizure, and the President gave as his opinion that the failure to meet the acceptances through bankers because of the outbreak of war could not be treated as a failure to pay debts and the vendors could not be "deemed to be insolvent." [*The Feliciano*, 1915, 59 Sol. J., 546.]

(D) **Sale of Goods :**
Prize Court Proceedings

Jus dispo-
 nendi

The question as to when the property in the goods sold has passed is of prime importance in cases of prize. If the property in the goods has passed to an enemy at the time of capture then the goods can be condemned, but, if the seller has retained a *jus disponendi* over the goods, the goods are regarded as his, and, if he is a British subject or neutral, the goods are not liable to condemnation. This is well illustrated in a recent prize case. A cargo was shipped under a c.i.f. contract by a neutral to a