

cargo, the legal ownership of which at the time of seizure was in an enemy subject. It was claimed by a pledgee of the cargo who was holder of the bills of lading and named therein as consignee of the cargo. The pledgees had accepted bill of exchange for £41,153 1s. 5d., the price of the cargo and held the bills of lading as security. The Admiralty Court held that in determining the national character of property seized as prize, legal ownership is the sole criterion and therefore the claim of the pledgees was disallowed and with this conclusion the Judicial Committee of the Privy Council (Lords Mersey, Parker, Sumner and Parmoor and Sir Edward Barton) agreed, but their Lordships held that notwithstanding the Civil List Act 1910 (10 Edw. 7 and 1 Geo V. c. 28) the Crown might still exercise its bounty to redress cases of hardship to subjects or neutrals occasioned by decrees of the Prize Court.

CONTRACT—SALE OF SHARES—BREACH BY BUYER MEASURE OF DAMAGES—RISE IN VALUE AFTER BREACH.

*Jamal v. Dawood* (1916) A.C. 175. This, though an appeal from a Burma Court, is nevertheless deserving of attention because it turns on the construction of the Indian Contract Act which, as the Judicial Committee of the Privy Council holds, is merely declaratory of the common law on the point in question. The action was brought for breach by the buyer of a contract for the purchase of shares. After the breach the shares increased in value and the question then arose what is the proper measure of damages in such circumstances. The Judicial Committee (Lords Haldane and Wrenbury, and Sir John Edge and Mr. Ameer Ali) overruled the Court below and held that the damages are to be ascertained at the date of the breach and if the seller retains the shares he cannot recover any further loss if the market falls, neither is he liable to have his damages reduced if the market rises. The market value at the date of the breach is the decisive element.

RAILWAY—CARRIAGE OF GOODS—CONDITION IN CONSIGNMENT NOTE—GENERAL LIEN—STOPPAGE IN TRANSITU—PRIORITY.

*United States Steel Products Co. v. Great Western Ry. Co.* (1916) A.C. 189. This was an appeal from the decision of the Court of Appeal (1914) 3 K.B. 567 (noted ante vol 50, p. 617). The railway company had received certain goods for carriage from the United States Steel Products Company, the vendors, to Tupper