SHIP—CHARTERPARTY — DEMURRAGE—PERIOD OF DEMURRAGE NOT SPECIFIED—DETENTION OF SHIP BEYOND A REASONABLE TIME—DAMAGES.

*Inverkip S.S. Co.* v. *Bunge* (1917) 1 K.B. 31. This was an action to recover damages for detention of a ship, in lieu of demurrage, in the following circumstances. The charterparty provided for the payment of demurrage at a specified rate if the ship should be detained any longer than five days, but did not specify any limit to the period of detention. After the termination of the lay days, the charterers had not commenced to load the vessel, whereupon the shipowners gave notice that they would no longer accept payment of the specified rate of demurrage, but would claim damages. The vessel having been detained beyond a reasonable time, the action was brought by the shipowners to recover damages for the detention, but Sankey, J., who tried the action, held that the plaintiffs could only recover for demurrage at the specified rate.

BANKRUPTCY — COMPANY REGISTERED IN ENGLAND — BRITISH DIRECTORS—ALIEN ENEMY SHAREHOLDERS—ENGLISH COMPANY CARRYING ON BUSINESS IN ENEMY COUNTRY—RIGHT OF PROOF.

*Re Hilckes* (1917) 1 K.B. 48. This was a bankruptcy proceeding. The bankrupt was indebted to a registered English Company, all of the directors of which were English, and the bulk of the capital thereof was held by British subjects, though a considerable number of shares were held by Germans. After the war began, the bankrupt, who was a German, was interned in England, and was adjudicated a bankrupt; the company carried on its business in a rubber plantation situate in what, at the beginning of the war, was a German colony, and the question was whether in such circumstances the company was entitled to prove its claim against the bankrupt. Horridge, J., held that the company was at the time of the outbreak of the war carrying on business in an enemy country, and therefore, according to the sixth proposition of Lord Parker's summary of the law in *Daimler Co.* v. *Continental Tyre & Rubber Co.* (1916) 2 A.C. 307, 346, must be regarded as an alien enemy; but the Court of Appeal (Lord Cozens-Hardy, M.R., and Warrington, and Scrutton, L.JJ.) held that the mere fact that a British company did business up to the time of the outbreak of the war in an enemy country, through a properly appointed agent, did not constitute the com-