

ALIEN—NATIONALITY—SON BORN ABROAD OF NATURALIZED
BRITISH SUBJECT.

The King v. The Superintendent of Albany St. Police Station (1915) 3 K.B. 716. The question in this case was whether a person born in Germany, in 1884, whose father was a naturalized British subject, was also a British subject. If his father were a natural-born British subject, the son would also (under 4 Geo. 2 c. 21) have been a British subject, but that Act and the Act of 1772 (13 Geo. 3 c. 21) were held by the Divisional Court (Lord Reading, C.J., and Darling and Lush, JJ.) not to apply to the children or grandchildren of naturalized British subjects, but only to those of natural-born British subjects. It was, therefore, held that the applicant was not a British subject, and was properly interned as an alien enemy.

MERCHANDISE—FALSE TRADE DESCRIPTION—"NORWEGIAN SAR-
DINES"—50-51 VICT. c. 28—(R.S.C. c. 146, s. 489).

Lemy v. Watson (1915) 3 K.B. 731. This was a prosecution for selling goods with a false trade description. The goods in question were marked "Norwegian sardines." Sardine is the French name for pilchard. The goods in question were not pilchards, but brislings, a Norwegian fish similar to the sprat, and it was held that this was an offence against the Act (50 & 51 Vict. c. 28), and not excused under s. 18.

ADMIRALTY—SALVAGE—CONTRACT OF TOWAGE—"NO CURE, NO
PAY, NO SALVAGE"—LIABILITY OF CARGO OWNER FOR SALVAGE
—PROTECTION OF SEAMEN AGAINST ABANDONMENT OF RIGHT
TO SALVAGE—MERCHANT SHIPPING ACT, 1894 (57-58 VICT.
60, s. 156).

The Leon Blum (1915) P. 290. This was an action by the owner, master and seamen of a tug to recover a claim for salvage against the owners of the cargo on board the *Leon Blum*. The tug had made a contract for towing this vessel, and the owners of the tug had agreed that they would perform the contract on the terms "No cure, no pay, no salvage charges." While the vessel was in tow, her position became critical, and salvage services were rendered by the tug. The owners of the cargo claimed to be entitled to the benefit of the contract made with the owners of the vessel, but the Court of Appeal (Eady, Phillimore, and Bankes, L.J.J.) held, affirming the judgment of Evans, P.P.D., that they were not so entitled, because the contract did not purport to be made for them or for their benefit, but solely with