

consigned 'to order,' or if they shew a consignee of the goods in territory belonging to, or in occupation of, the enemy." The Judicial Committee of the Privy Council held that the persons named in the bill of lading were not the consignees of the goods within the meaning of the Order-in-Council, but that the goods were *in fact* destined for the German Government and had therefore been properly condemned.

PRIZE COURT—CARGO—UNLOADING BEFORE PRIZE PROCEEDINGS
—FIRE IN WAREHOUSE—LOSS OF CARGO—CLAIM BY OWNERS
AGAINST CAPTOR AND PRIZE OFFICER.

The Sudmark (1918) A.C. 475. This was an action brought by the owners of a cargo against the captor and the port officer into whose custody the cargo had been delivered, to recover for the loss of the cargo by fire. The Naval Prize Act, 1864, s. 16, provides that ships taken as prize are when brought into port within the jurisdiction of a Prize Court, without bulk broken, to be delivered up to the marshal of the court, or if there be none then to the principal customs officer at the port. The vessel with the cargo in question was seized in the Red Sea and taken into the port of Alexandria where there was no marshal nor customs officer, and was delivered to a detaining officer appointed by the British Government to take custody of prizes. That officer, in consequence of a representation made by the master of the vessel that the cargo was likely to deteriorate before prize proceedings were commenced, authorized the cargo to be placed in a warehouse where subsequently a fire occurred and part of the cargo was burnt. The residue was subsequently released to the owners, who then claimed and recovered judgment for damages for the portion destroyed against the captor and the detaining officer, and from this judgment the appeal was had, and the Judicial Committee of the Privy Council (Lords Parker, Sumner, Parmoor and Wrenbury, and Sir S. Evans) held that neither was liable and the appeal was therefore allowed, because (1) the captor was justified in delivering the ship to the custody of the officer, who did not receive it as the captor's agent and, (2) in the circumstances the Prize Court, if applied to, would have authorized the cargo to be unloaded, and consequently the damage was not the result of not making an application, and moreover because the damages were too remote, there being no contract of bailment.