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the possession in which the Court is established, to any ship of which no owner or part owner is domiciled within the possession at the time of the necessities being supplied."

In considering the effect of this sale I must assume that the Dominion Parliament had the requisite authority to establish this Court, and that it possessed the powers and jurisdiction which the Act purports to vest in it. While not strictly a vice-admiralty Court (the judges of which hold their commission directly from the Crown), its jurisdiction is nearly if not quite identical with that of those Courts, and we are bound to give its proceedings such faith and credit as is given to them.

That the sale of a vessel, made pursuant to the decree of a foreign Court of admiralty, will be held valid in every other country, and will vest a clear and indefeasible title in the purchaser, is entirely settled, both in England and America. (Story on the Conflict of Laws, sec. 592; *Williams v. Armroyd*, 7 Cr. 423; *The Tremont*, 1 W. Rob. 163; *The Mary*, 9 Cr. 126; *The Amelie*, 6 Wall. 18; *The Granite State*, 1 Sprague, 277; in the case of the *Helena*, 4 Rob. Admr. 3, this doctrine was carried so far as to sustain a sale made after a capture by pirates. See also *Grant v. MacLachlin*, 4 Johns, 34.)

These cases fully establish the doctrine stated by Mr. Justice Story (Conflict of Laws, sec. 592) that "whatever the Court settles as to the right or title, or whatever disposition it makes of the property by sale, revendication, transfer or other act, will be held valid in every other country where the same question comes directly or indirectly in judgment before any other foreign tribunal. This is very familiarly known in the cases of proceedings *in rem* in foreign Courts of admiralty. Whether they are causes of prize or of bottomry, or of salvage, or of forfeiture, or of any of the like nature over which courts have a rightful jurisdiction, founded upon the actual, rightful or constructive possession of the subject matter."

This is not the law of England and America alone. The commercial code of France contains similar provisions regarding the judicial sale of ships.

Article, 193. "The liens of creditors shall be extinguished independently of the general methods of extinguishing obligations, by a judicial sale made according to the forms es-

tablished by the following title, or when, after a voluntary sale, the ship shall have made a voyage at sea under the name and at the risk of the purchaser, and without opposition on the part of the creditors of the vendor."

In commenting upon this article, Dufour observes (*Droit Maritime*, Vol. 2, p. 47), "Moreover, the sale upon seizure has always had the effect, in our law, of purging the incumbrances with which the property was charged." "The decree clears all liens," said Loysel. We perceive the reason of this. These kinds of sales are made notoriously and publicly. The creditors are perfectly advised of what is passing. It is for them to take precautions to assure, their payment from the price of the ship; but if they persist in remaining unknown their negligence ought not to prejudice the purchaser. To these general reasons we ought to add another peculiar to the maritime law. He who buys at a judicial sale must pay his price upon the spot. He is not bound to wait until the creditors are made known to pay into their hands. He ought, then, to be protected against their claims. Otherwise the judicial sale, instead of offering security which attracts buyers, would be only a snare from which they would eagerly escape. For these reasons, according to our article, the purchaser at a judicial sale receives the vessel clear of all incumbrances"—(p. 53) "Moreover it would not follow that the creditors are entirely disarmed by this result. On the one hand their debt, in effect, subsists; and, on the other, nothing is easier than to transfer the entire amount, with the lien which it draws after it, to the price of the ship."

Article 76 of the German mercantile code expressly provides that the lien of a ship's creditors upon the vessel becomes void:

1. "By a compulsory sale of the vessel in a home port the purchase money takes the place of the ship as regards the ship's creditors. The ship's creditors must be publicly summoned to protect their rights. In other respects the provisions regulating the proceedings for a sale are reserved to the laws of the various countries." The 600th article of the Spanish code is equally explicit. "If the sale takes place at public auction and with the intervention of judicial authority, according to the formulas prescribed by article 608, every responsibility of the ship in favor of its creditors is extinguished from the moment in which the