

Court: the shipowners claimed to be paid out of the proceeds freight and damages for detention, or demurrage for detention of the vessel, Lord Sterndale, P.P.D., held that they were entitled to freight, but he disallowed the claim for damages or demurrage.

PRIZE COURT—CAPTURE IN NEUTRAL WATERS—THREE MILE LIMIT—MISTAKE OF CAPTORS—DAMAGES AND COSTS.

*The Düsseldorf* (1919) P. 245. The vessel in question in this case was a German vessel which had been seized while within the territorial limits of a neutral country, owing to a mistake of the officer who effected the capture as to the location of the three mile limit. On an application to condemn the vessel and cargo as prize, Lord Sterndale, P.P.D., ordered the vessel and cargo to be released; but as the officer of the King's vessel had merely miscalculated the distance and had no intention of violating neutral waters he refused to award the claimants either damages or costs.

PRIZE COURT—DOCTRINE OF INFECTION—CONTRABAND AND INNOCENT CARGO SHIPPED ON SAME VESSEL—PASSING OF PROPERTY—NEUTRAL SHIPPERS AND CONSIGNEES.

*The Parana* (1919) P. 249. On the vessel in question in this case a neutral shipper had shipped contraband goods and also "innocent" goods which he had contracted to sell to a neutral consignee. The question to be decided was whether the innocent goods were liable to condemnation, which depended on whether they were the property of the shippers; this question Lord Sterndale, P.P.D., held must be determined according to prize law and according to that law he found that the "innocent" goods still remained the property of the shipper notwithstanding that under municipal law the property had passed to the consignees upon the date of the seizure. The whole cargo was therefore condemned.

PRIZE COURT—SEIZURE OF BONDS ETC., FROM LETTER MAIL—GOODS OF ENEMY ORIGIN—SALE BY ENEMY TO NEUTRAL—RE-SALE BY NEUTRAL TO NEUTRAL—CONTINUOUS VOYAGE.

*The Noordam* (1919) P. 255. Two or three points of interest are decided in this case. First, that goods *bonâ fide* bought from their German owners by a neutral and delivered in the neutral's country and from there resold to a neutral in another country are not liable to seizure as prize, and the doctrine of continuous voyage does not apply in such a case. Secondly, that where securities for money belonging to an enemy are transmitted by letter mail, such securities are not exempt from capture under the Hague Conven-