

(D)
Sale of
Goods:
Prize
Court

who are paid by commission and to whom the bills of lading are endorsed, and the vendors do not reserve any right of disposal of the goods after shipment, the question whether the property in the goods has passed to the "selling agents" depends upon intention and is a question of fact.

So where an American company shipped in July 1914 at New York for Hamburg on a German steamer a consignment of pig lead, under bills of lading which were made out to the order of the shippers at Hamburg and were endorsed to a German company or order and were sent forward to the German company, and the arrangement between the American company and the German company secured to the former the benefit of a previous agreement in which the German company were described as "selling agents", and a draft on demand for the provisional price, as arranged, was sent to an English company which was connected with the arrangement, it was held, on the goods being seized and the English company refusing to pay the draft on account of the war, that the property in the goods had passed to the German company. [*The Kronprinzessin Cecilie*, 1915, 32 T.L.R. 139.]

Shipment
to selling
agents

In the case of *The Sorfareren* [1915, 32 T.L.R. 108, 46 L.T. 46] it was held that the goods sold c.i.f. by an English company, and paid for by the German purchasers, had passed to them and were condemnable in prize proceedings. Where, after the outbreak

Goods paid
for by
enemy