

to sue the overholding tenant for breaches of an express covenant in the expired lease, nor could he demand that the tenant should execute a lease so as to enable him to sue upon that covenant. The action therefore failed. It should be noted that the defendant paid into Court a sum sufficient to satisfy the breach of her implied covenant to keep the premises wind and water tight, which was accepted by the plaintiff as sufficient.

PRIZE COURT—NEUTRAL VESSELS—CONTRABAND CARGOES—SHIP-OWNER'S CLAIM TO FREIGHT.

*The Jeanne* (1917) P. 8. The simple point decided by Evans, P.P.D., in this case is, that the owners of neutral vessels carrying contraband cargoes which have been taken in prize and condemned, have no claim which will be recognised in the Prize Court for freight in respect of such cargoes except as a matter of grace or discretion.

SALVAGE—FREIGHT SUBSEQUENTLY EARNED ADDED TO VALUE OF SALVED VESSEL.

*The Kaffir Prince* (1917) P. 26. This was a claim for salvage. The vessel salvaged was on her way in ballast to an English port under a charter party to take a cargo of coal to Alexandria. By reason of being salvaged she was enabled to earn the freight for carriage of the coal, and Evans, P.P.D., held that the freight thus earned must be added to the value of the ship, for the purpose of computing the amount to be paid for salvage.

PRIZE COURT—PASSING OF PROPERTY IN TIME OF WAR—GOODS SENT BY PARCELS POST FROM ENEMY COUNTRY—SEIZURE UNDER REPRISALS ORDER IN COUNCIL OF MARCH 11, 1915.

*The United States* (1917) P. 30. This was a proceeding in the Prize Court in respect of certain parcels seized on board the ship the *United States* under the above-mentioned Order in Council. The vessel was a neutral Dutch vessel: and the parcels in question contained goods made in Germany, and intended for customers in America; the goods having been bought and paid for, before the passing of the Order in Council. It was contended on behalf of the purchasers that the goods when seized were neutral goods, as the property in them passed to the purchasers when the goods left the German factories, from which they were sent. Evans, P.P.D., held that in time of war goods shipped from an enemy country to a neutral country, or from a neutral