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Sale of
Goods:
Prize
Court

Mortgages

Sales while
goods in
transit at
sea

The rights of mortgagees of enemy goods captured as prize are not regarded in a Prize Court, even though the goods have been consigned to a British port, and the mortgagees are persons who have arranged to sell them on commission in England. [*The Linaria*, 1915, 31 T.L.R. 396.]

It must however be remembered that it is not enough for consignors to retain the *indicia* of title to the goods and the *jus disponendi* over them when the goods are engaged in commercial intercourse with the enemy, as the Privy Council have held that such goods are liable to condemnation on that ground. [*The Panariellos*, 1916, 85 L.J. (P.) 112, 32 T.L.R. 495.]

As regards sales of goods at sea during transit, if the sale by the enemy is made while war is imminent it is held that the property in the goods shall be deemed to continue. [*The Vrow Margaretha*, 1. Ch. Rob. 338.] But if the enemy vendor has no thought of the imminence of war and has not such a war at any time in mind while the transactions of sale are taking place, the sale will be valid and the goods are not liable to seizure. [*The Southfield*, 1915, 113 L. T. 655.]

Sales or transfers of enemy ships made to defeat the right of an imminent belligerent to capture the ships are not recognised in Prize Courts. [*The Tommi*, 1914, P. 251; 31, T.L.R. 15.]

Where goods are shipped by the vendors to persons described as "selling agents",