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International Law Decisions and Notes

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intended to cover such an act as the conveyance of non-combatants under such conditions to a neutral port, the convention would not have left it in such vague and indefinite language; and some such system as safe conducts furnished in advance would presumably have been contemplated, as, I understand, has often been the custom in the case of expeditions dispatched for the purposes of science or religion, and in the case of cartel ships.

I may add that, assuming the blockade has existed at Tsingtau (which, I understand, in fact did not exist until August 27), no rule of law exists which obliges a besieging force to allow all noncombatants, or only women, children, the aged, the sick and wounded, or subjects of neutral powers, to leave the besieged locality unmolested. Although such permission is sometimes granted, it is in most cases refused, because the fact that noncombatants are besieged together with combatants, and that they have to endure the same hardships, may, and very often does, exercise pressure upon the authorities to surrender. (See Oppenheim's International Law, vol. 2, p. 193.) This being the case, if the convention ever contemplated such a "philanthropic mission," which in the case of a blockaded port would come directly in conflict with the custom I have stated, it would have provided for it in express and unequivocal language.

The decision I give is that the vessel was properly seized as a prize of war, and that she is subject to condemnation. There will be a decree of condemnation, the Crown to receive such costs as have been occasioned by the claim.

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### THE "SIMLA."

[Admiralty in prize.]

Sir Samuel Evans (the president). May 10, 1915.

1 Trehern, British and Colonial Prize Cases, 281.

### CAUSE FOR THE CONDEMNATION OF GOODS SENT BY PARCEL POST.

The subject-matter of this claim was a number of parcels of miscellaneous goods, consisting of elephant tusks, leopard and snake skins, and curios, sent by parcel post by German colonists in German East Africa, addressed to various persons resident in Germany. The goods were shipped on the German mail steamer *Emir*, which was

Statement of  
case.

captured by a British warship after the outbreak of war between Great Britain and Germany, and was taken into Gibraltar, where she was condemned. The goods in question, of which there were 31 packages, were reshipped in the British steamship *Simla*, and were seized on January 27, 1915, by the collector of customs in the port of London, after the arrival of the *Simla* in the Thames.

Parcel post.

HAROLD MURPHY, for the procurator general. Article 1 of the Eleventh Hague Convention, which provides that "The postal correspondence, whether of neutrals or of belligerents, and whether its character is official or private, found at sea in a ship, whether neutral or enemy, is inviolable," does not apply to parcels sent by parcel post. Herr Kriege, the German delegate at the conference, who proposed this particular regulation, explained that "postal correspondence" was not intended to include parcels. (See Westlake's *International Law*, volume 2 (2d ed.), p. 185) and Oppenheim's *International Law*, volume 2 (2d ed.), p. 237.)

SIR SAMUEL EVANS (the president). There is no one here to suggest that these goods are inviolable?

No; there has been no communication at all, and no appearance has been entered.

SIR SAMUEL EVANS (the president). Very well. There is no appearance, and I order that the goods be condemned.

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### THE "SOUTHFIELD."

[Admiralty in prize.]

Sir Samuel Evans (the president). July 5, 15, 1915.

1 Trehern, *British and Colonial Prize Cases*, 332.

#### SUIT FOR CONDEMNATION OF CARGO AS PRIZE.

Statement of the case.

On July 16, 1914, the British steamship *Southfield* left Novorossiisk, a Russian Black Sea port, with a cargo of barley shipped by Wülker & Co., a firm of German merchants, and consigned "to order, Emden."

On July 20, one J. R. Heukers, a Dutch merchant, carrying on business at Groningen in Holland, bought 197,000 kilos of the barley and took up the documents on July 27; and, by contracts of sale dated July 24 and 25, one Wilhelm Barghoorn, another Dutch merchant, bought other portions of the cargo amounting to 200,000 kilos, the property in which was transferred to him on