

The Springbok

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The Springbok - 72 U.S. 1 (1866)

U.S. Supreme Court The Springbok, 72 U.S. 5 Wall. 1 1 (1866)

The Springbok

72 U.S. (5 Wall.) 1

APPEAL FROM A DECREE OF THE DISTRICT COURT OF THE

UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

SYLLABUS

1. Though invocation, in prize cases, is not regularly made on original hearing, but only after a cause has been fully heard on the ship's documents and the preparatory proofs, and where suspicious circumstances appear from these, yet where the court below, in the exercise of its discretion, has allowed it on first hearing, the decree will not necessarily be reversed, decrees of condemnation

having passed in both the cases invoked, one *pro confesso* and the other by a decree of the highest appellate court.

2. Where the papers of a ship sailing under a charter party are all genuine and regular and show a voyage between ports neutral within the meaning of international law, where there has been no concealment nor spoliation of them, where the stipulations of the charter party in favor of the owners are apparently in good faith, where the owners are neutrals, have no interest in the cargo, and have not previously in any way violated neutral obligations, and there is no sufficient proof that they have any knowledge of the unlawful destination of the cargo, in such a case, its aspect being otherwise fair, the vessel will not be condemned because the neutral port to which it is sailing has been constantly and notoriously used as a port of call and transshipment by persons engaged in systematic violation of blockade and in the conveyance of contraband of war, and was meant by the owners of the cargo carried on this ship to be so used in regard to it.

3. The facts that the master declared himself ignorant as to what a part of his cargo, of which invoices were not on board (having been sent by mail to the port of destination) consisted, such part having been contraband, and also declared himself ignorant of the cause of capture, when his mate, boatswain and steward all testified that they understood it to be the vessel's having contraband on board, *held* not sufficient, of

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themselves, to infer guilt to the owners of the vessel, in no way compromised with the cargo. But the misrepresentation of the master as to his knowledge of the ground of capture *held* to deprive the owners of costs on restoration.

4. A cargo was here condemned for intent to run a blockade where the vessel was sailing to a port such as that above described, the bills of lading disclosing the contents of 619 packages of 2007 which made the cargo, the contents of the remaining 1388 being not disclosed; where both they and the manifest made the cargo deliverable to order, the master being directed by his letter of instructions to

report himself on arrival at the neutral port to H., who "would give him orders as to the delivery of his cargo;" where a certain fraction of the cargo whose contents were undisclosed was specially fitted for the enemy's military use and a larger part capable of being adapted to it; where other vessels owned by the owners of the cargo, and by the charterer, and sailing ostensibly for neutral ports were, on invocation, shown to have been engaged in blockade running, many packages on one of the vessels, and numbered in a broken series of numbers, finding many of the complementary numbers on the vessel now under adjudication; where no application was made to take further proof in explanation of these facts, and the claim of the cargo, libeled at New York, was not personally sworn to by either of the persons owning it, resident in England, but was sworn to by an agent at New York, on "information and belief."

Appeal from a decree of the District Court of the United States for the Southern District of New York respecting the British bark *Springbok* and her cargo, which had been captured at sea by the United States gunboat *Sonoma* during the late rebellion and libeled in the said court for prize.

The vessel was owned by May & Co., British subjects, and was commanded by James May, son of one of the owners.

She had been chartered 12th November, 1862, by authority of May, the captain, to T. S. Begbie, of London, to take a full cargo of

"Lawful merchandise, and therewith *proceed to Nassau, or so near thereunto as she may safely get, and deliver same,* on being paid freight as follows &c.;, the freight to be paid one-half in advance on clearance from custom house, subject to insurance, and the remainder in cash *on delivery.* Bills of lading are to be signed by master at current rate of freight, if required, without prejudice to this charter party. It being agreed that master or owners have absolute lien on cargo for all freight, dead freight,

demurrage, or other charges. The ship is to be consigned to the charter's agent at port of unloading, free of commission. Thirty running days are allowed the freighter for loading at port of loading and discharging at Nassau."

This document had an endorsement on it by Speyer & Haywood, persons hereinafter described.

The letter of instructions to the master was thus:

"LONDON, December 8, 1862"

"CAPTAIN JAMES MAY."

" *Dear Sir* -- Your vessel being now loaded, you will proceed *at once to the port of Nassau, N.P., and on arrival report yourself to Mr. B. W. Hart there, who will give you orders as to the delivery of your cargo* and any further information you may require."

"We are, dear sir &c.;"

"SPEYER & HAYWOOD,"

"For the Charters"

The letter to the agent of the consignee, directed "B. W. Hart, *Nassau,* " and from these same persons, Speyer & Heywood, was thus:

" *Under instructions from Messrs. Isaac, Campbell & Co., of Jermyn Street, we enclose you bills of lading for goods shipped per Springbok, consigned to you.*"

The London custom house certificate was "from London *to Nassau;* " the certificate of clearance declared the "destination of voyage, *Nassau, N.P.;* " and the manifest was of a cargo from "London *to Nassau.* "

The log book was headed, "Log book of the bark *Springbok* on a voyage from London *to Nassau.* "

The shipping articles, November, 1862, were of a British crew,

" *on a voyage from London to Nassau, N.P.; thence, if required, to any other port of the West India Islands, American ports, British North America, east coast of South America and back to the final port discharge in the United Kingdom or continent of Europe, between the Elbe and Brest, and finally to a port in the United Kingdom; voyage probably under twelve months.* "

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The cargo, valued at 66,000, was covered by three bills of lading (of which two were duplicated, the duplicates marked Captain's copies), as follows:

Bill of lading market No. 2 showed "666 packages merchandise," shipped by Moses Brothers, to be delivered &c.;, at port of Nassau, N.P., unto order _____ or to _____ assigns, he or they paying freight, *as per charter party*. It was endorsed by Moses Brothers in blank. This bill of lading on its face showed 150 chests and 150 half-chests tea, 220 bags coffee, 4 cases ginger, 19 bags pimento, 10 bags cloves, and 60 bags pepper -- in all, 613 packages. The remaining 53 were entered as *cases, kegs, and casks*. These 53 packages were found, when the cargo was more closely examined, to contain *medicines* and *saltpetre*, matters at that time much needed in the Southern states, then under blockade.

Bill of lading No. 3 showed one bale and one case shipped by Speyer & Haywood, to be delivered at Nassau unto order _____ or to _____ assigns &c.;, paying freight as per *charter party*.

Bill of lading No. 4 showed 1,339 packages shipped by Speyer & Haywood to Nassau, as above. These 1,339 packages were also described as *cases, bales, boxes, and a trunk*. This was also endorsed in blank.

The manifest gave no more specific description of the character of the cargo. It was signed Speyer & Haywood, brokers, and showed that the whole cargo was consigned to "order."

An examination of the packages in bills Nos. 3 and 4 showed 540 pairs of "gray army blankets," like those used in the army of the United States, and 24 pairs of "white blankets;" 360 gross of brass navy buttons, marked "C.S.N.," [[Footnote 1](#)] 10 gross of army buttons marked "A.," [[Footnote 2](#)] 397 gross of army buttons marked "I.," [[Footnote 3](#)] and 148 gross of army buttons marked "C.," [[Footnote 4](#)] being in all 555 gross; all the buttons were stamped on the under side "Isaac Campbell &

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Co., 71 Jermyn St., London." There were 8 cavalry sabres, having the British crown on their guards; 11 sword bayonets, 992 pairs of army boots, 97 pairs of russet brogans, and 47 pairs of cavalry boots &c.;

The vessel set sail from London, December 8, 1862, and was captured February 3, 1863, making for the harbor of Nassau, in the British neutral island of New Providence and about 150 miles east of that place. The port, which lay not very far from a part of the southern coast of the United States, it was matter of common knowledge had been largely used as one for call and transshipment of cargoes intended for the ports of the insurrectionary states of the Union, then under blockade by the federal government. [[Footnote 5](#)] The vessel when captured made no resistance, and all her papers were given up without attempt at concealment or spoliation.

Being brought into the port of New York and libeled there as prize, February 12, 1863, a claim was put in on the 9th of March following by Captain May for his father and others as owners of the vessel. On the 24th of the same month, a claim for the whole cargo was put in for Isaac, Campbell & Co., and also for Begbie through one Kursheet, their "agent and attorney;" Kursheet stating in his affidavit in behalf of these owners that "it is impossible to communicate with them *in time to allow them to make the claim and test affidavit herein.* " His affidavit stated farther,

"That as he *is informed and believes*, it was not intended that the barque should attempt to enter any port of the United States or that her cargo should be delivered at any such port, but that the only destination of such cargo was Nassau aforesaid, where the said cargo was to *be actually disposed of and proceeds remitted to said claimants.* "

"That, as he *is informed and believes*, the cargo was not shipped in pursuance of any understanding either directly or indirectly, with any of the enemies of the United States or with any person or persons in behalf of or connected with the so-called Confederate

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States of America, but was shipped with the full, fair, and honest intent to sell and dispose of the same absolutely in the market of Nassau aforesaid."

"That *his information is derived from letters and communications very lately received by this deponent from the aforesaid claimants*, and from documents in deponent's possession, placed there by said claimants, and that such communications *authorize this deponent to intervene and act as agent as well as proctor and advocate for the said claimants as to the above cargo.* "

The master, mate, and steward, were examined as witnesses in preparatorio:

The master stated that the goods were to be delivered at Nassau for account and risk of Begbie & Co., London, the charterers; that he did not know that the laders or consignees had any interest in the goods; that he knew nothing of the qualities, quantities, or particulars of the goods or to whom they would belong if restored and delivered at the destined port; that he was not aware that there were goods contraband of war on board; that, as he believed, *invoices* and duplicate bills of lading were sent to Nassau by mail steamer; that there were no false bills of lading, nor any passports or sea-briefs other than the usual register and ship's papers, which were entirely true and fair; that *he did not know on what pretense she was captured*; that there were no persons on board owing allegiance to the United States; that on the vessel's previous voyage, she went from London to

Jamaica, carrying general merchandise, and returned direct, carrying principally logwood.

The mate, who to a greater or less extent confirmed these statements, swore that the cargo was a general cargo -- casks, bales, boxes, and bags; that he had no knowledge, information, or belief as to what was contained in them, and had never heard. He knew of no goods contraband of war; no arms or munitions of war that he knew of. "The seizure," he stated, "was made on *the supposition that the cargo was contraband of war.* "

The boatswain testified to the same purpose of the voyage; that the vessel had no colors but English aboard; that the

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cargo was general, in bales, cases, and bags, that he did not know their contents and never had heard them stated, and that *he* "understood the seizure was made because the bills of lading *did not show what was in some of the cases on board.* "

The steward, that he "understood the vessel was captured because *we had goods contraband of war aboard;* had heard no other reason given."

Upon the hearing in the district court, the counsel for the captors invoked into the case the proofs taken in two other cases, on the docket of that court for trial at the same time with the present one, the cases, namely, of *United States v. Steamer Gertrude* and *United States v. Schooner Stephen Hart*.

The *Hart* was captured on the 29th of January, 1862, between the southern coast of Florida and the Island of Cuba. The claimants of her whole cargo were the firm of Isaac, Campbell & Co., the same persons who claimed, jointly with Begbie, the cargo of the *Springbok*. It also appeared in the case of the *Hart* that the brokers who had charge of the lading of her cargo were Speyer & Haywood, the same parties who appeared as brokers of the cargo in the present case, and as shippers of a part of it, and as agents for Begbie and for I., C. & Co. It appeared in the case

of the *Hart* that I., C. & Co. were dealers in military goods, and that the entire cargo of that vessel, consisting of arms, munitions of war, and military equipments, was laden on board of her in England under the direction of I., C. & Co., in cooperation with the agents, at London, of the "Confederate States" with the design that the cargo should run the blockade into a port of the enemy either in the *Hart* or in a vessel into which the cargo should be transshipped at some place in Cuba, and that I., C. & Co. entrusted to the agent of the "Confederate States" in Cuba, the determination of the question as to the mode in which the cargo should be transported into the enemy's port. The cargo of the *Hart* had been condemned by the Supreme Court as lawful prize at the last term. U.S. [[Footnote 6](#)]

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The Gertrude was captured on the 16th of April, 1863, in the Atlantic Ocean off one of the Bahama Islands while on a voyage ostensibly from Nassau to St. John's, N.B. The libel was filed against her on the 23d of April, 1863, and she was condemned with her cargo as lawful prize on the 21st of July, 1863. No claim was put in to either the *Gertrude* or her cargo. The testimony showed that she belonged to Begbie; that her cargo consisted, among other things, of hops, dry goods, drugs, leather, cotton cards, paper, 3960 pairs of gray army blankets, 335 pairs of white blankets, linen, woolen shirts, flannel, 750 pairs of army brogans, Congress gaiters, and 24,900 pounds of powder; that she was captured after a chase of three hours, and when making for the harbor of Charleston, her master knowing of it blockade and having on board a Charleston pilot under an assumed name.

The marshal's report of the contents of the packages on board of the *Springbok* and of the prize commissioners' report of the contents of the packages of the *Gertrude* disclose the following facts:

The report in the case of the *Springbok* specified "18 bales of army blankets, butternut color," each marked *A, in a diamond*, and numbered 544 to 548, 550, 552, and 555 to 565. The report in the case of the *Gertrude* showed a large

number of bales of "army blankets," each marked *A, in a diamond*, and numbered with numbers, scattered from 243 to 534, and then commencing to renumber again at 600.

In the cargo of the *Springbok* was found a bale marked *A, in a diamond*, and numbered 779; while in the cargo of the *Gertrude* were found bales each marked *A, in a diamond*, and numbered 780, 782, 784, 786, 788, 789 to 799.

In the *Springbok* were found 9 cases, each marked *A, in a diamond*, and numbered 976 to 984, and 4 bales, each marked *A, in a diamond*, and numbered 985 to 987 and 989, by the same marks, the 4 bales being stated to be "men's colored traveling shirts." In the *Gertrude* were found 5 bales, each marked *A in a diamond* and numbered 998, 990, to 992 and 998, and described as "men's colored traveling

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shirts." In the *Hart* were 4 cases of men's white shirts, each marked *A in a diamond* and numbered 994 to 997.

So also, in the *Springbok* were found packages each marked *A, in a diamond, S. I., C. & Co.*, and numbered irregularly and with considerable *hiatus*, from 1221 up to 1440. But there was no 1285 among them, the *hiatus* being from 1266 to 1289, which last was the first of several having "shirts." On the *Gertrude* were packages marked *A, in a diamond*, numbered from 1170 to 1214, also one numbered 1285, and found to contain "shirts."

On board of the *Springbok* was found 1 bale of brown wrapping paper, marked *A, in a diamond, T. S. & Co.* and numbered 264. On board of the *Gertrude* a large number of bales of wrapping paper and other paper marked *A, in a diamond, T. S. & CO.* and numbered with numbers scattered between 1 and 170.

In only one instance, apparently, so far as the testimony showed, was the same number found on a package in each cargo.

On the other hand, many marks were found on the one vessel not found on the other.

No application was made in the court below for leave to furnish further proofs.

The court below condemned both vessel and cargo.

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THE CHIEF JUSTICE delivered the opinion of the Court.

We have considered the case with much care, not only upon the ship's papers and the preparatory proofs, but upon the documents invoked on the hearing in the district court from the two causes, *United States v. Steamer Gertrude* and *United States v. Schooner Stephen Hart*, then pending in that court.

The invocation of these documents appears to have been made at the original hearing, and we cannot say that this was strictly regular. It would have been more in accordance with the rules of proceeding in prize if the cause had been first fully heard on the ship's documents and the preparatory proofs, and if invocation had been allowed, especially to the captors, only in case of the disclosure of suspicious circumstances on that hearing. But there was no such irregularity as was inconsistent with the lawful exercise of the discretion of the court, and none which would justify us in reversing the decree below because of the allowance of the invocation, or in refusing to look at the documents invoked and now part of the record. Especially should we not be justified in such refusal, after being made aware by the record that the steamship *Gertrude* was so manifestly good prize that no claim was ever interposed for her or her cargo, and after

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having at the last term condemned the *Stephen Hart* and her cargo by our own decree.

We have therefore looked into all the evidence, and will now dispose of the case.

We have already held in the case of the *Bermuda*, where goods destined ultimately for a belligerent port are being conveyed between two neutral ports by a neutral ship, under a charter made in good faith for that voyage, and without any fraudulent connection on the part of her owners with the ulterior destination of the goods, that the ship, though liable to seizure in order to the confiscation of the goods, is not liable to condemnation as prize.

We think that the *Springbok* fairly comes within this rule. Her papers were regular, and they all showed that the voyage on which she was captured was from London to Nassau, both neutral ports within the definitions of neutrality furnished by the international law. The papers, too, were all genuine, and there was no concealment of any of them and no spoliation. Her owners were neutrals, and do not appear to have had any interest in the cargo, and there is no sufficient proof that they had any knowledge of its alleged unlawful destination.

It is true that her shipping articles engaged the crew for the voyage, not only from London to Nassau, but also from thence, if required, to any other port of the West India Islands, American states, British North America, and other named countries, and finally to a port in the United Kingdom, and it is also true that this engagement would include, should the master undertake it, a continuance of the voyage for the conveyance of the cargo from Nassau to a blockaded port; but there is no proof that there was any engagement for such continuance of the voyage. On the contrary, the charter party, which has the face, at least, of an honest paper, stipulated for the delivery of the cargo at Nassau, where, so far as is shown by that document, the connection of the *Springbok* with it was to end.

The preparatory examinations do not contradict but rather sustain the papers.

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The testimony of the master was that the vessel was destined to and for Nassau to deliver her cargo and return to the United Kingdom, and that her papers were entirely true and fair. And his testimony in this regard is corroborated by that of the other witnesses.

It is said, however, that the master, upon his examination, declared himself to have been ignorant of the real ownership of the cargo, and that this indicates unlawful intent. But it must be remembered that the master of the *Springbok* had a clear right to convey neutral goods of all descriptions, including contraband, from London to Nassau, subject to the belligerent right of seizure in order to confiscation of contraband, if found on board and proved to be in transit to the hostile belligerent. On the hypothesis, therefore, that the cargo was to be actually delivered at Nassau, without an ulterior destination known to and promoted by the master or owners, in bad faith, we cannot say that the master's ignorance of its ownership is an important circumstance in the case.

There is more weight in the argument for condemnation derived from the misrepresentation of the master concerning his knowledge of the cause of seizure. The master testified that he did not know when examined on what pretense the capture was made, while the mate and the steward deposed that they understood that the vessel was captured under the supposition that the cargo was contraband, and the boatswain testified that it was because the bills of lading did not show the contents of some of the cases.

The master must have known as much about the cause of capture as either of the witnesses, and his misrepresentation of the truth in this instance brings his statements concerning the real destination of the ship and the intention to deliver her cargo at Nassau into some discredit. Frankness and truth are especially required of the officers of captured vessels when examined in preparation for the first hearing in prize. And the clearest good faith may very reasonably be required of those engaged in alleged neutral commerce with a port constantly and notoriously used as a port of call and

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transshipment by persons engaged in systematic violation of blockade and in the conveyance of contraband of war. That Nassau was such a port is not only known from evidence before the prize courts, but from the official correspondence between the English and American governments, and the fact was distinctly stated

by Earl Russell then Foreign Secretary in the British ministry, in an answer, dated July 5th, 1862, to a communication from the shipowners of Liverpool. [[Footnote 7](#)]

If, therefore, the case of the claimants of the ship depended wholly upon the testimony of the master, we should find it difficult to resist the argument for condemnation. But it does not depend wholly or mainly on that statement. The fairness of the papers, the apparent good faith of the stipulations of the charter party in favor of the owners, and the testimony of the other witnesses, restrain us from harsh inferences against the owners of the vessel, who seem to be in no way compromised with the cargo, except through the misrepresentations of the master, and are not shown to have been connected with any former violation of neutral obligations.

In consideration of the master's misrepresentation, however, and of the circumstance that he signed bills of lading which did not state truly and fully the nature of the goods contained in the bales and cases mentioned in them, we shall, while directing restoration of the ship, allow no costs of damages to the claimants.

The case of the cargo is quite different from that of the ship.

The cargo was shipped at London in November and December, 1862, in part by Moses Brothers and the remainder by Speyer and Haywood.

The bills of lading, three in number, show no interest in any other person.

The charter party was made by the master with one Begbie, and stipulated that the ship should take on board a cargo

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of lawful merchandise goods and deliver the same at Nassau to the charterers' agent at that port.

On completion of the lading on the 8th of December, Speyer and Haywood, subscribing themselves as agents for the charterers, addressed a note to the

master directing him to proceed at once to Nassau, and on arrival report himself to B. W. Hart there, who would give him orders as to the delivery of the cargo and any further information he might require.

The bills of lading disclosed the contents of six hundred and nineteen, but concealed the contents of thirteen hundred and eighty-eight, of the two thousand and seven packages which made up the cargo. Like those in the Bermuda case they named no consignee, but required the cargo to be delivered to order or assigns. The manifest of the cargo also, like that in the Bermuda case, mentioned no consignee, but described the cargo as deliverable to order. Unlike those bills and that manifest, however, these concealed the names of the real owners as well as the contents of more than two-thirds of the packages.

Why were the contents of the packages concealed? The owners knew that they were going to a port in the trade with which the utmost candor of statement might be reasonably required. The adventure was undertaken several months after the publication of the answer of Earl Russell to the Liverpool shipowners already mentioned. In that answer, the British foreign secretary had spoken of the allegations by the American government that ships had been sent from England to America with fixed purpose to run the blockade, and that arms and ammunition had thus been conveyed to the Southern states to aid them in the war; and he had confessed his inability either to deny the allegations or to prosecute the offenders to conviction; and he had then distinctly informed the Liverpool memorialists that he could not be surprised that the cruisers of the United States should watch with vigilance a port which was said to be the great entrepot of this commerce. For the concealment of the character of a cargo shipped for that entrepot after such a

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warning no honest reason can be assigned. The true reason must be found in the desire of the owners to hide from the scrutiny of the American cruisers the contraband character of a considerable portion of the contents of those packages.

And why were the names of those owners concealed? Can any honest reason be given for that? None has been suggested. But the real motive of concealment appears at once when we learn, from the claim, that Isaac, Campbell & Co. and Begbie were the owners of the cargo of the *Springbok*, and from the papers invoked, that Begbie was the owner of the steamship *Gertrude*, laden in Nassau in April, 1863, with a cargo corresponding in several respects with that now claimed by him and his associates, and dispatched on a pretended voyage to St. John's, New Brunswick, but captured for unneutral conduct and abandoned to condemnation, without even the interposition of a claim in the prize court, and when we learn further from the same papers that Isaac, Campbell & Co., were the sole owners of the cargo of the *Stephen Hart*, consisting almost wholly of arms and munitions of war, and sent on a pretended destination to Cardenas, but with a real one for the states in rebellion. Clearly the true motive of this concealment must have been the apprehension of the claimants, that the disclosure of their names as owners would lead to the seizure of the ship in order to the condemnation of the cargo.

We are next to ascertain the real destination of the cargo, for these concealments do not, of themselves, warrant condemnation. If the real intention of the owners was that the cargo should be landed at Nassau and incorporated by real sale into the common stock of the island, it must be restored, notwithstanding this misconduct.

What then was this real intention? That some other destination than Nassau was intended may be inferred, from the fact that the consignment, shown by the bills of lading and the manifest, was to order or assigns. Under the circumstances of this trade, already mentioned, such a consignment must be taken as a negation that any sale had been

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made to anyone at Nassau. It must also be taken as a negation that any such sale was intended to be made there, for had such sale been intended, it is most likely that the goods would have been consigned for that purpose to some established

house named in the bills of lading.

This inference is strengthened by the letter of Speyer & Haywood to the master, when about to sail from London. That letter directs him to report to B. W. Hart, the agent of the charterers at Nassau, and receive his instructions as to the delivery of the cargo. The property in it was to remain unchanged upon delivery. The agent was to receive it and execute the instructions of his principals.

What these instructions were may be collected, in part, from the character of the cargo.

A part of it, small in comparison with the whole, consisted of arms and munitions of war, contraband within the narrowest definition. Another and somewhat larger portion consisted of articles useful and necessary in war, and therefore contraband within the constructions of the American and English prize courts. These portions being contraband, the residue of the cargo, belonging to the same owners, must share their fate. [[Footnote 8](#)]

But we do not now refer to the character of the cargo for the purpose of determining whether it was liable to condemnation as contraband, but for the purpose of ascertaining its real destination, for, we repeat, contraband or not, it could not be condemned, if really destined for Nassau and not beyond, and, contraband or not, it must be condemned if destined to any rebel port, for all rebel ports were under blockade.

Looking at the cargo with this view, we find that a part of it was specially fitted for use in the rebel military service, and a larger part, though not so specially fitted, was yet well adapted to such use. Under the first head we include the sixteen dozen swords, and the ten dozen rifle bayonets, and

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the forty-five thousand navy buttons, and the one hundred and fifty thousand army buttons, and, under the latter, the seven bales of army cloth and the twenty bales of army blankets and other similar goods. We cannot look at such a cargo as this,

and doubt that a considerable portion of it was going to the rebel states, where alone it could be used; nor can we doubt that the whole cargo had one destination.

Now if this cargo was not to be carried to its ultimate destination by the *Springbok* (and the proof does not warrant us in saying that it was), the plan must have been to send it forward by transshipment. And we think it evident that such was the purpose. We have already referred to the bills of lading, the manifest, and the letter of Speyer & Haywood, as indicating this intention; and the same inference must be drawn from the disclosures by the invocation, that Isaac, Campbell & Co., had before supplied military goods to the rebel authorities by indirect shipments, and that Begbie was owner of the *Gertrude* and engaged in the business of running the blockade.

If these circumstances were insufficient grounds for a satisfactory conclusion, another might be found in the presence of the *Gertrude* in the harbor of Nassau with undenied intent to run the blockade, about the time when the arrival of the *Springbok* was expected there. It seems to us extremely probable that she had been sent to Nassau to await the arrival of the *Springbok* and to convey her cargo to a belligerent and blockaded port, and that she did not so convey it, only because the voyage was intercepted by the capture.

All these condemnatory circumstances must be taken in connection with the fraudulent concealment attempted in the bills of lading and the manifest, and with the very remarkable fact that not only has no application been made by the claimants for leave to take further proof in order to furnish some explanation of these circumstances, but that no claim, sworn to personally, by either of the claimants, has ever been filed.

Upon the whole case we cannot doubt that the cargo was

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originally shipped with intent to violate the blockade; that the owners of the cargo intended that it should be transshipped at Nassau into some vessel more likely to succeed in reaching safely a blockaded port than the *Springbok*, that the voyage

from London to the blockaded port was, as to cargo, both in law and in the intent of the parties, one voyage, and that the liability to condemnation, if captured during any part of that voyage, attached to the cargo from the time of sailing.

The decree of the district court must therefore be reversed as to the ship, but without costs or damages to the claimants, and must be affirmed as to the cargo, and the cause must be remanded for further proceedings in conformity with this opinion.

[[Footnote 1](#)]

Confederate States Navy?

[[Footnote 2](#)]

Artillery?

[[Footnote 3](#)]

Infantry?

[[Footnote 4](#)]

Cavalry?

[[Footnote 5](#)]

See [The Bermuda](#), 3 Wall. 514.

[[Footnote 6](#)]

[70 U. S. 3](#) Wall. 559.

[[Footnote 7](#)]

July 19th, 1862, Lawrence's Wheaton 719.

[[Footnote 8](#)]

The Immanuel, 2 Robinson 196; [Carrington v. Merchants' Insurance Co.](#), 8 Pet. 495.

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