

which there has been no previous judicial interpretation to guide me. In my opinion that expression means that the particular Government seize, or require the owner to surrender control of, the subject-matter for their own military purposes, and not for general political purposes or for the protection of the ship."

(E)
Contracts
with
causes
re war

Recent
cases :—

Charter-
party

"Comman-
deering" of
ship

It was argued in the case that the notice was only a preliminary step in the direction of commandeering, and did not amount to a commandeering itself, but the Court held on the evidence that this was not so and that the ship had been commandeered and the charter-party consequently cancelled. On appeal [1916, 2 K.B. 365] the Court held that the judgment of the Court below was right, as on the facts the Greek Government had the ship under their control. *Lush J.* expressed the dictum that "Service of a notice that a ship will be commandeered does not necessarily amount to commandeering her."

In *Mitsui & Co., Ltd. v. Watts, Watts & Co.*, [1915 32 T.L.R. 288,] the defendants, shipowners, refused to supply a steamer to the plaintiffs, the charterers, on the allegation that the British Government had prohibited ships from going to the Black Sea to load. The charter-party provided for a vessel to go to Mariupol on the Sea of Azoff and load there. The Government had issued no such prohibition. In an action by the charterers the defendants pleaded that owing to a reasonable apprehension that Turkey would close the Dardanelles