

**Recent
War
Cases**

or its becoming possible to perform the contract lawfully [vide *Pollock on Contracts*, 5th Ed., p. 306.]

**Effect of
an embargo**

But the case would appear to have been recognised as good law by *Bramwell B.* [*Jackson v. Union Marine Insurance Co.*, L.R. 10 C. P. 125] and recently by the House of Lords, which points out that all that was decided in *Hadley v. Clarke* was the abstract point that a temporary interruption of a voyage by an embargo does not put an end to a contract of carriage. [*Horlock v. Beal*, 1916, 1 A.C. at pp. 505, 506.]

There is a *prima facie* right of abandonment where there is an apparent probability that the owner's loss of the free use and disposal of his ship may be of long continuance [*Rotch v. Edie*, 1795, 6 T.R. 413]. There is no right to abandon where the arrest creates only a temporary obstruction of the voyage without giving rise to any permanent loss of control over the ship [*Forster v. Christie*, 1809, 11 East, 205]. As regards wages of a crew during detention of the ship, see *Da Costa v. Newnham*, [1788, 2 T. R. 407.]