vessels having been specially requisitioned by the Government. Bailhache, J., found that the contract was suspended. "In a case of this kind," he said, "pedantic strictness must be avoided on the one hand and looseness of construction on the other. . . The war shut out by far the largest and most profitable customer of the mine owner and in consequence the mine cannot be worked at a profit. This is clearly a case of the war affecting the mine." As regards the ships he intimated (although it was unnecessary to decide the point) that the clause only related to ships actually chartered.

It is surprising what a number of contracts between English and German firms must have existed at the outbreak of war. An examination of the terms of some of them sheds much light upon the methods by which Germany was seeking to peacefully penetrate the British commercial empire. The facts in the case of *Zinc Corporation* v. *Hirsch* (1915) 32 T.L.R. 7, illustrate one of the methods by which the Germans had endeavoured to secure the world's supply of the base metals. Its importance was such that a special sitting of the Commercial Court was held in the Long Vacation; an appeal was expedited, and it is believed that, whatever the decision of the Court of Appeal may be, it will eventually reach the House of Lords. Shortly the facts were these. The defendants, a German company, had a contract with the plaintiffs, an English company owning Australian mines, under which the English company were bound to sell zinc concentrates to the German company *and to no one else* for a stated period. This contract provided that "in the event of any cause beyond the control of either the sellers or the buyers preventing or delaying the carrying out of this agreement," it should be suspended during such disability. After the outbreak of war the plaintiffs sought a declaration that the contract was dissolved, contending that its continuance would involve them in illegal trading with the enemy. The defendants relied on the suspensory clause, saying that it suspended deliveries and therefore prevented trading