

**Recent
War
Cases**

as the embargo might have been proved to be merely a temporary measure and removed at once, or the buyer might have been content to take delivery in warehouse and not export for a time. [*Jager v. Tolme & Runge*, 114 L.T. 647; 32 T.L.R. 291. C.A. and see *Andrew Miller & Co., Ltd., v. Taylor & Co.*, 1916, 1 K.B. 402, 1915, 32 T.L.R. 161.]

Effect of
an embargo

A case frequently referred to in the old reports is *Hadley v. Clarke* [8, T.R. 259], which is usually cited for the proposition that a contract to carry goods is not dissolved by an embargo imposed by the Government of the country in whose ports the vessel may happen to be, when the embargo is only a temporary restraint. The embargo in that case was made till "further order" though it lasted two years.

In some quarters it is questioned whether the case is not virtually overruled by *Esposito v. Bowden* [1857, 7 E. & B. 763], where a neutral ship was chartered to proceed to Odessa and there load a cargo for an English freighter. Before the ship arrived there war had broken out between England and Russia, and continued till after the time when the loading should have taken place. In this case the contract could not be performed without trading with the enemy, and in such a case it is convenient that it should be dissolved at once, so that the parties need not wait indefinitely for the mere chance of the war coming to an end.