

- | | Page | | Page |
|--|---------------|--|---------------|
| bill of lading in c.i.f. cases .. | 124 | Freight— | |
| by birth, naturalization, by | | Failure to cover a rise in .. | 173 |
| hostilities, by place of trade, | | Implied condition as to avail- | |
| by commercial domicile, by | | ability of ships .. | 60 |
| marriage, by incorporation | | Return of, when voyage is il- | |
| as a company .. | 3, 4 | legal .. | 108, 168 |
| cannot sue .. | 10 | Rise in .. | 49, 52 |
| company .. | 4, 71, 78, 99 | .. —meaning of phrase | 144 |
| Contracts with— <i>See</i> Contracts. | | when chartered vessel is requi- | |
| Correspondence with, forbid- | | sitioned .. | 38 |
| den .. | 5, 67 | Impossibility of Performance— | |
| directors cannot direct .. | 105 | Commercial .. | 142, 145, 173 |
| Disclaimer of, leaseholds .. | 97 | Economic unprofitableness .. | 50 |
| Goods coming from, country | 123 | Effect of supervening .. | 163 |
| goods in prize proceedings .. | 24 | Implied terms as to possibi- | |
| Insurance— <i>See</i> Title. | | lity .. | 60, 162 |
| Interment of, .. | 6 | Legal .. | 142 |
| lessee liable for rent .. | 16, 96, 160 | Meaning of .. | 159 |
| Object of war to cripple com- | | Meaning of "foundation of | |
| merce of .. | 65 | contract" .. | 153, 161 |
| partners dividing assets before | | Physical .. | 142 |
| war .. | 82 | Principles <i>re.</i> , in Coronation | |
| partnership dissolved by war | | cases .. | 151 |
| .. | 81, 97 | Principles <i>re.</i> , in earlier deci- | |
| shareholder cannot appoint | | sions .. | 147 |
| proxy .. | 71, 105 | Principles <i>re.</i> , under English | |
| shareholders cannot vote .. | 105 | and Indian law .. | 140 |
| ships— <i>See</i> Title. | | Recent war cases where per- | |
| Statutory powers to dissolve | | formance was excused .. | 167 |
| contracts with or for .. | 4, 177 | Recent war cases where per- | |
| Trading with the— <i>See</i> Title. | | formance was not excused .. | 171 |
| trustee cannot act as such .. | 71 | Submarine attacks, fear of .. | 165 |
| Executed and Executory Contracts— | | Insurance— | |
| Effect of war on .. | 8 | against accidents "Ex- | |
| Enemy parties to .. | 8 | War" .. | 43 |
| Meaning of phrase "contracts | | against loss by war, military | |
| not dissolved but suspended" .. | 10 | or usurped power .. | 119 |
| Part executed lawful and part | | contracts, when dissolved by | |
| executory unlawful .. | 19 | war .. | 13 |
| Principles of <i>Taylor v. Caldwell</i> | | Enemy policies in c.i.f. cases .. | 95 |
| applicable to part perform- | | Life—when death caused by | |
| ed .. | 150 | or traceable to war .. | 43, 112 |
| Sale of goods— <i>See</i> Title. | | when enemy a party to .. | 90 |
| with enemy parties .. | 8 | Marine—constructive total loss | |
| with non-enemy parties .. | 18 | .. | 118, 119 |
| with provisions excepting war, | | early cases .. | 91 |
| etc. .. | 28 | illegal voyage .. | 91, 92, 93 |
| with provisions implied except- | | loss from "any cause | |
| ing war .. | 57 | whatever" .. | 46 |
| Export and Import— | | loss on goods seized | |
| Cargo first detained then ex- | | before war .. | 93 |
| port prohibited .. | 168 | on goods to neutral | |
| Contract as to, of goods may | | port .. | 93 |
| be rendered unlawful .. | 66 | peril of capture, of | |
| Prohibition as to .. | 168, 170 | men-of-war, of sea .. | 113, |
| | | | 171 |