prohibition of export which shuts up a substantial source of supply of wheat, and when I find prohibition shutting up such important sources of supply such as Russia and Egypt, I think that the clause applies, and that I ought not to read the clause as meaning a total prohibition of wheat to this country."

Trading with the enemy being illegal, delivery of goods to a German port cannot be insisted upon during the war. Thus in *Duncan Fox & Co. v. Schrimpft* ((1915) 1 K.B. 365, 31 T.L.R. 491) the claimants by a contract made before the war sold to the respondents certain Chilean honey to be shipped to Hamburg, payment to be made against shipping documents. The honey was shipped on June 28, and the documents were tendered after the war had broken out, e.g., on August 5. It was held that the respondents were entitled to refuse the documents. (See also *Arnhold Karberg* v. *Blythe Green & Co.* (1915) 2 K.B. 379; 31 T.L.R. 351.)

As regards c.i.f. contracts generally it is to be noted that war risk is the buyers' concern, and although at the time of the tender of documents the goods have been lost, he must still pay for them (*Groom v. Barker* (1915) 1 K.B. 316, 31 T.L.R. 66).

The courts are inclined to take a somewhat broad view of clauses which provide for what is to happen in war. In *Ebba Vale Steel Co.* v. *McLeod* (1915), 31 T.L.R. 604, by certain contracts made in July and November, 1914, the defendants agreed to sell certain ore in a Spanish mine to the plaintiffs. It was provided by a clause in the contract that "in the event of war . . . affecting the mine or the . . . ships by which the ore is to be conveyed" the contract might be suspended at the option of the party affected. The defendants having given a notice of suspension, the plaintiffs sought a declaration that the contract still subsisted. It was shewn that before the war ore from the mine had been sold in large quantities to the German market, the loss of which had caused it to be shut down. It was also shewn that freights had nearly doubled, the ore-carrying