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Clauses
implied
in
contracts
re war

Recent
cases :—

Seamen's
contracts

vicinity. The plaintiffs refused to proceed to sea and complete the voyage unless they received extra remuneration on account of the extra risk due to war which they would incur. Thereupon the Master signed an agreement with the men promising to give them an extra sum in order to enable the ship to proceed to sea. The vessel sailed and on arrival the plaintiffs sued for the extra wages under the agreement.

The question for decision was whether the seamen were discharged from their *original* contract of service and were justified in refusing to serve and sail.

Risk of
capture on
commercial
voyage

Lord Coleridge held that in embarking on a vessel upon a commercial voyage the risk of capture by an enemy is not included amongst the risks of the voyage, and that as the risk of capture was shown to be very great the seamen were justified in refusing to proceed on the voyage, and that being so, that they were discharged from their obligation to sail. He held that as the Master had implied authority from the owners to make the agreement that therefore the plaintiffs could recover.

Detention
and im-
prisonment
of seamen

The House of Lords has held [*Horlock v. Beal*, 1916, A.C. 486] that when a British vessel is seized and detained in an enemy port and the seamen are imprisoned that the seamen cease to be entitled to wages as soon as the further performance of their obligation to serve becomes impossible (and see Chapter V).