

POLICY—"WARLIKE OPERATIONS"—LOSS OF SHIP—NAVIGATING
WITHOUT LIGHTS UNDER ORDERS OF ADMIRALTY.

Britain S.S. Co. v. The King (1919) 2 K.B. 670. This was an appeal from a decision of Bailhache, J. (1919) 1 K.B. 575 (noted *ante*, vol. 55, page 266), in which the question was whether a loss occasioned by a vessel navigating without lights under Admiralty orders was a loss occasioned by "Warlike operations." Bailhache, J., held that it was not, and the Court of Appeal (Warrington, Duke, and Atkin, L.JJ.) have affirmed his decision.

INSURANCE (MARINE)—WAR RISK—WARLIKE OPERATIONS—SHIP
LOST WHILE SAILING IN CONVOY.

British India Steam Navigation Co. v. Green (1919) 2 K.B. 670. This was also an appeal from a judgment of Bailhache, J. (1919) 1 K.B. 632 (noted *ante*, vol. 55, page 311). The action was to recover on a policy of insurance "against all consequences of hostilities or warlike operations by or against the King's enemies." The vessel in question was lost while sailing in convoy, she stranded and was subsequently torpedoed by the enemy. It was not shewn that the stranding was due to any negligence of the King's officer in command of the convoy. Bailhache held that in this case, notwithstanding the vessel would, apart from the torpedoing, have been a total loss, that it was due to "warlike operations," and the plaintiffs were entitled to recover, the Court of Appeal (Warrington, Duke and Atkin, L.JJ.) have, however, held that the loss was not due to warlike operations, but was a marine risk.

SHIP—CHARTERPARTY—CONTRACT TO LOAD PARTICULAR CARGO
—LOADING OF DIFFERENT CARGO FROM THAT AGREED—IM-
PLIED CONTRACT—QUANTUM MERUIT.

Steven v. Bromley (1919) 2 K.B. 722. In this case the charterers of a ship agreed to load her with a full cargo of steel billets at a specified freight—instead of doing so they loaded her in part with general merchandise for which the current freight was higher than the specified rate. The action was by the shipowners against the charterers for breach of contract. The defendants contended that the plaintiffs were only entitled to nominal damages beyond the amount of the chartered freight; but Bailhache, J., who tried the action, held that the facts implied an offer by the charterers to load general merchandise at the current rate of freight and acceptance by the plaintiffs of that offer; and therefore the plaintiffs were entitled to recover freight at the current rate