

**Recent  
War  
Cases**

body were requisitioned by the War Office, it was held that the vendor could sue the defendants for the last instalment due. [*British Berna Motor Lorries, Ltd., v. Inter-Transport Company, Ltd.*, 1915, 31 T.L.R. 200.]

(B)  
Where  
perform-  
ance was  
not excused

*I. Weis & Co., Ltd., v. Crédit Colonial et Commercial* [1916, 1 K. B. 346], where the goods sold c.i.f. before the war were captured in a British vessel and taken to Hamburg before the tender of the documents, thus making the contract between the buyer and seller impossible of performance, it has been held by *Bailhache J.* that such capture did not prevent the tender of the relative documents from being a valid tender, as the buyers could have protected themselves against the risk of capture by insurance. For further c.i.f. cases see p. 134 ante.

Sale of  
goods

**The Effect of Embargoes**

Effect of  
an embargo

As regards what is the effect of an embargo upon a contract, it would appear that there is no authority to show that a mere embargo is a termination of the rights of the parties under their contracts [*Smith, Coney & Barrett v. Becker, Gray & Co.*, 1915, 31 T.L.R. 151 C.A.]. Indeed in a contract for 1,000 bags of sugar f.o.b. Hamburg whereby the buyer was bound to accept in fulfilment of his contract any tender passed on to him, the Court of Appeal held that an embargo placed on sugar by the German Government from export from Germany did not prevent a tender from being a good tender

If  
temporary,  
contract is  
unaffected