

Ltd. v. Leiston-cum-Sizewell Urban D.C., [1916, 2 K.B. 428, per Lord Reading], that where the performance of a contract becomes impossible by the cessation of the existence of the thing which is the subject-matter of the contract, the contract is to be construed as subject to an implied condition that the parties shall be excused in case, before breach, performance becomes impossible from the perishing of the thing without default of the contractor. This principle is not confined to the cessation of the existence of the subject-matter of the contract, but applies equally to the cases where the event which renders the contract incapable of performance is the cessation or non-existence of an express condition or state of things going to the root of the contract.

(F)
Clauses
implied
in
contracts
re war

Recent
cases :—

Destruction
of subject-
matter

The following is a case of seamen's contracts for a commercial voyage [*Liston v. The Owners, Steamship Carpathian*, 1915, 2 K.B. 42; 1915, W.N. 103].

Seamen's
contracts

The plaintiffs, seven seamen, were engaged on the S.S. *Carpathian*, a British vessel of which the defendants were the owners, on a commercial voyage from London to Port Arthur, Texas, and to a final port of destination in the United Kingdom. While the vessel was loading at Port Arthur a cargo of oil as to the nature of which—viz., contraband or non-contraband, there was a conflict of evidence, news arrived of the outbreak of the present war. The German cruiser *Karlsruhe* was known to be in the

Risk of
capture on
commercial
voyage