

It is proposed shortly to set out the facts of each case, as it may be said that no principle can be laid down, and each case depends on the wording of the particular clause and the existing circumstances.

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**Contracts
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In *East Asiatic Co., Ltd. v. The S.S. Toronto Co., Ltd.* [1915, 31 T.L.R. 543], by the terms of the bill of lading, the steamer Toronto was to call at Port Said for orders and to deliver a parcel of beans at the port there ordered, or so near thereto as she might safely get. Orders were duly given for Amsterdam. The defendants, the ship-owners, protested that Amsterdam was not a safe port. They had other cargo for Hull and were entitled to call there first to deliver that cargo. The bill of lading contained the exception "restraint of princes". When the vessel arrived at Hull the defendants declined to go to Amsterdam and claimed freight, and, on non-payment of the freight, lightered and warehoused the beans. Meantime the authorities ordered the beans to be detained pending inquiry and ultimately they prohibited their export. The plaintiffs, being holders of the bill of lading, sued for damages for failure to carry the beans. *Bailhache J.* held that the defendants had broken their contract to carry the beans, as Amsterdam was a safe port, but that the action of the authorities amounted to a restraint of princes and that the exception in the bill of lading excused the defendants' failure to carry to Amsterdam.

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Bill of lading