

Principles of recent War Cases

Implied terms re peace

Leiston Gas Co.'s case

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" [*Leiston Gas Company, Ltd., v. Leiston-cum-Sizewell Urban D.C.*, 1916, 2 K.B. 428; 32 T.L.R. 588, *per Lord Reading*].

It is often a question of nicety whether a particular case can be said to be an absolute contract or conditional in the sense indicated.

A number of cases on both sides of the line have been decided, but the law has now been finally laid down by the House of Lords [*F. A. Tamplin Steamship Co., Ltd., v. Anglo-Mexican Petroleum Products Co., Ltd.*, 1916, 32 T.L.R. 677].

Tamplin Steamship Co.'s case

The facts there were as follows:—
A steamer was chartered from the owners for 5 years from December 1912 for the carriage of petroleum and crude oil or its products, the charterers having liberty to sublet the steamer on Admiralty or other service without prejudice to the charter-party, the charterers however remaining responsible. A clause in the charter-party included restraint of princes. In February 1915 the British Government requisitioned the steamer for Admiralty transport service, and she was then fitted up and used for the transport of troops. The owners were the plaintiffs, and the defendants were treated as the charterers. The case went to arbitra-