

into a port of refuge to avoid risk of capture and that the plaintiffs, therefore, were not entitled to recover.

CONTRACT—PERFORMANCE RENDERED IMPOSSIBLE BY VIS MAJOR—
STOPPAGE OF WORK BY MINISTER OF MUNITIONS.

Metropolitan Water Board v. Dick (1918) A.C. 119. The House of Lords (Lord Finlay, L.C., and Lords Dunedin, Atkinson and Parmoor) has affirmed the judgment of the Court of Appeal (1917) 2 K.B. 1 (noted *ante* vol. 53, p. 330). The action was brought for a declaration that a contract entered into by the defendant with the plaintiffs to construct a reservoir . . . was still subsisting. The contract was subject to a proviso, that if, by reason of (*inter alia*) any difficulties, impediments, or obstructions, whatsoever, and howsoever, occasioned, the contractors should, in the opinion of the plaintiff's engineers, have been unduly delayed, or impeded in the completion of the contract, it should be lawful for the engineer to grant an extension of time for completion. By a notice given by the Minister of Munitions in February, 1916, the contractors were required to cease work on their contract, and they ceased work accordingly, and claimed that by reason of such notification they were entitled to treat the contract as at an end. Their Lordships agreed with the Court of Appeal that the interruption created by the prohibition was of such a character and duration as to make the contract, if resumed, a different contract from the contract when broken off, and therefore, it had ceased to be operative; and that the proviso for extending the time for performance did not apply to the prohibition by the Minister.

PRIZE COURT—NEUTRAL SHIP—CONDITIONAL CONTRABAND—
KNOWLEDGE BY SHIP-OWNERS OF CHARACTER OF CARGO.

The Hakan (1918) A.C. 148. This was an appeal from the judgment of the Prize Court condemning a ship and cargo as lawful prize. The ship was Swedish and her owners chartered her to German fish merchants for voyages from Scandinavian to German ports. The ship was captured while carrying herrings which were previously declared conditional contraband. The consignees of the herrings were bound to hand over the fish to a German company appointed by the German Government for purposes connected with the Government control of food in Germany. The Judicial Committee of the Privy Council (Lords Parker and Wrenbury, and Sir Arthur Channell), held that in these circumstances both ship and cargo had been properly condemned.