

Principles of recent War Cases

Associated
Portland
Cement
Co.'s case

negatived and it was held that the action of the Government must be shown to have prevented the voyage from being made at all, and that requisition of some of the defendants' ships had merely rendered it more difficult, and it was also held that though the defendants were willing to enter into the contract at a cheap rate, because the ships were carrying coal on the return voyage, this fact failed to show that that coal trade lay at the root of the contract. The Court also held that it could not find the contract was entered into on the basis of a continuance of peace.

As *Rowlatt J.* observed :—

Implied
terms
of peace

"Contracts were made every day contingent upon there being no war. The parties in this case, however, did not do that; they evidently did not contemplate when they made the six years forward contract that there would be war, but he could not say that they had contracted on the basis that there would be peace." In this case, too, it may be observed that only some of the defendants' ships were requisitioned. [*Associated Portland Cement Manufacturers, Ltd., v. William Cory & Sons, Ltd.*, 1915, 31 T.L.R. 442.]

Horlock v. Beal

The following pronouncement was made by *Lord Wrenbury* in the House of Lords as regards a Court implying conditions in a contract as to the continuance of the possibility of performance :—"Where a contract has been entered into, and by a super-