

REVIEW OF CURRENT ENGLISH CASES.

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CONTRACT—ALIEN ENEMY—SUSPENSION OF CONTRACT—DISSOLUTION OF CONTRACT.

Disbrigton Hematite Iron Co. v. Possehl (1916) 1 K.B. 811. In this action the plaintiffs claimed a declaration that a contract entered into by them with the defendants before the war for the supply of ore had been dissolved owing to the existence of the war, the defendants being a firm of alien enemies. By the contract in question, the defendants were to take a certain quantity of ore yearly, but if they failed to do so were to incur no liability beyond the loss of the control of the output of the plaintiffs' mine. The plaintiffs agreed to refer all continental purchasers to the defendant as their sole agents. In case of strikes or stoppage of their works from unforeseen causes, the plaintiffs were not bound to deliver and during the mobilization of the German army the defendants were not bound to take delivery. Twelve months' notice of discontinuance might be given by either party. The plaintiffs claimed that the contract was dissolved at the date of the declaration of war. On behalf of the defendants, it was claimed that the contract was only suspended with the conclusion of peace. Rowlatt J., who tried the action, however, upheld the plaintiffs' contention, because the contract involved the parties in a continuous relation involving efforts on both sides, the essence of which was continuity, and to suspend the contract for an indefinite time would be tantamount to making a new contract between the parties.

DISCOVERY—PRODUCTION OF DOCUMENTS—PRIVILEGE—OFFICIAL DOCUMENTS IN POSSESSION OF PRIVATE PERSON—PREJUDICE TO PUBLIC INTEREST.

Asiatic Petroleum Co. v. Anglo Persian Oil Co. (1916) 1 K.B. 822. This was one action to recover damages for the alleged breach of a contract by the defendants to sell to the plaintiffs a cargo of crude oil. The plaintiffs claimed production of certain letters sent by the defendants to their agents in Persia in which was contained certain information received by the plaintiffs from the Government, the disclosure of which it was alleged would be prejudicial to the public interests. Scrutton, J., having inspected the documents, held that they were privileged and the Court of