

(A)
**Enemy
 Contracts**

Rules of
 law :—

Executory
 contracts
 are
 suspended,
 but may be
 dissolved

remedy is indeed suspended : an alien enemy cannot sue in the Courts of either country while the war lasts ; but the rights on the contract are unaffected, and when the war is over the remedy in the Courts of either is restored." [*Janson v. Driefontein Consolidated Gold Mines, Ltd.*, 1902, A.C. 484 at p. 493.]

The present-day view as to the effect of war on an executory contract has been thus expressed by *Rowlatt J.* :—

" That being so, the question is whether this contract is dissolved. The defendants have cited dicta to the effect that contracts are not dissolved but are suspended by war. This is a loose expression which gives rise to confusion. The words themselves really mean that during war there is an interval in which the parties are not in contractual relations. But that is not the sense in which the phrase is used. It is used to convey the meaning that performance of the obligations of the contract is either postponed during war or that obligations falling due during war are cancelled, leaving a number of others to be performed in the ordinary way at the end of the war. That is the sense which the defendants wish to convey. *The plaintiffs contended that all contracts were dissolved by war except executed contracts where payment is the only obligation remaining to be performed*, in which case, they suggest, a payment may be postponed until after the war. *I am not going to lay down that proposition*