

with the enemy. Bray, J., held that apart from deliveries there still remained rights the exercise of which would be illegal after the outbreak of war, and that the contract was dissolved. As this decision is under review, comment upon it would be inexpedient.

We may conclude our reference to cases on contract as affected by war by a reference to a decision in which it was held where, owing to the incidence of war, seamen are exposed to risks not contemplated when they signed on for a voyage, the master has implied authority to give them a reasonable increase of wages. (*Liston v. Owners of SS. Carpathian* (1915) 2 K.B. 42, 31 T.L.R. 226.)

With the various Proclamations, Orders in Council, and emergency statutes which have come into force since the war it is not proposed to deal in this place. There is, however, a group of decisions concerning the rights of alien enemies as litigants, an epitome of which may be useful to persons who have current contracts with subjects of the Kaiser or the Dual Monarchy.

An alien enemy has no right to sue in an English court during the war unless with the special licence or authority of the Crown (*Porter v. Freudenberg* (1915) 31 T.L.R. 162); but an action may be brought or a petition presented against an alien enemy in the English courts during the war and he has a right to appear and be heard in his defence and to appeal (ib.). Where a judgment has been given against a plaintiff who becomes an alien enemy by reason of war, the hearing of an appeal by him must be suspended during the war (ib.). Similarly, if one of two co-plaintiffs is an alien enemy, and notice of appeal was given before the outbreak of war, the appeal must be suspended during the war (*Actien Gesellschaft für Aniline v. Levinstein*, 31 T.L.R. 225). The test being "Where does the plaintiff carry on business," an alien enemy residing in an allied or a neutral country and carrying on business there through his partners is entitled to sue (*Bechoff David & Co. v. Butna* ((1915) 31 T.L.R. 248).