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## *THE WAR AND THE LAW OF CONTRACT.*

It is sometimes said that the history of a country may be found written in its law reports. However true this may be as a general proposition, there can be no question that no account hereafter to be written of the Great War will be complete if it does not include some mention of its effect upon the law—and more particularly the commercial law of England.

The professor of jurisprudence is often heard to say that law is a progressive science. Does he need to fortify precept by example? Then let him advise his students to examine the "war decisions" since August, 1914. Here they will not only find the application of old principles to new conditions, but they will also see, in miniature, a process of development which has been taking place, on a larger scale, throughout the centuries.

It was the late Lord Russell of Killowen who said that the lawyer should be and remain a student to the end of his days; but alas! how few there are amongst the practitioners who can find time to study the law for its own sake! In consideration, therefore, for the many, the writer has endeavoured to make an examination of the more important cases relating to the effect of war upon contracts which have been discovered in the English courts since the war began. Prize law, which is a thing apart, has not been touched upon.

Owing to the activity of the German submarines—now, happily, in some degree lessened by means which it is not necessary or desirable to explain, numerous questions have arisen between owners and charterers of ships.

The risk of war is something which must always be taken into account by those who frame agreements for the hire of