

Principles of recent War Cases

Miller &
Co. v.
Taylor &
Co.

Leiston-cum-Sizewell U.D.C., 1916, 1 K.B. 912; C.A., 1916, 2 K.B. 428; and see p. 130 *ante*.]

This may be amplified by a reference to the following remarks made in another recent case:—"It is a general proposition of law that, if a contract is rendered unlawful by the Government of the country, it is dissolved on both sides. But in the application of this rule care must be taken in each case to consider whether the particular act of state had rendered the performance of a contract impossible, or only suspended its operation. If it only delays its execution for a reasonable period and does not frustrate the performance of the contract as a mercantile adventure the promisor is not held to be excused." [*Andrew Miller & Co. Ltd. v. Taylor & Co.*, 1916, 1 K.B. 402; 1915, 32 T.L.R. 161.]

London &
Northern
Estates
Co. v.
Schlesinger

In a recent war case an attempt was made to apply the principle of *Krell v. Henry* (see p. 153), but without success. The plaintiffs before war let to the defendant, an Austrian subject, a residential flat for a term of years. By the terms of the agreement the defendant was not to assign or underlet the premises without the lessor's consent. The defendant, after the outbreak of war, was prohibited by an Order in Council from residing in the area where the demised premises were situate. The plaintiffs sued to recover rent. The defendant contended that the contract showed that the intention of the parties was that the tenant should