

POOR PRINT
Epreuve illisible

On the question of contract:

Oppenheim's International Law, Vol. II, Fifth Edition, 267:-

"(b) Contracts made before, and remaining wholly or partly unperformed (executory) on, the outbreak of war.-
Here the effect of war depends upon the nature of the contract.

(i) Abrogation. In practice, since the performance or further performance of most of such contracts would involve the forbidden intercourse across the line of war, the commonest effect is the abrogation of the contract, that is, its dissolution or discharge.
.....

Moreover, even if the contract contains an express provision suspending during a war the execution of the contract and the intercourse between the parties, it is still liable to be treated as abrogated if its continued existence so as to operate once more after the conclusion of peace would be contrary to public policy by preserving to the enemy a commercial benefit, although its enjoyment is postponed.

(ii) Less than abrogation. It is not possible to segregate a class of contracts and to assert with regard to them that the effect of war upon them is suspension. But there are 'certain contracts, particularly those which are really the concomitants of rights of property, which even so far as executory are not abrogated'; and under which the exercise of their rights by alien enemies (in the territorial sense) are suspended during the war."

Page 269:

"For the purposes of this section (101a) enemy-occupied territory is in substantially the same position as enemy territory"

In the same work, at page 270, the author deals with the confiscation of private property, and then proceeds to deal with public enemy property as follows:

"This rule, however, does not prevent a belligerent from seizing public enemy property on his territory, such as funds, ammunition, provisions, rolling stock of enemy State railways, and other valuables; from preventing the withdrawal of private enemy property which may be made use of by the enemy for military