

to be granted by the authorities of a foreign state to natural-born subjects only, is not evidence of his being an alien: *Reg. v. Burke*, 11 Cox C.C. 138.

To prove a replication of license to a plea of alien enemy, it is not enough to prove that a license was granted to the plaintiff with an allowance to undertake a voyage, which did not terminate until the commencement of hostilities, and that after the termination of the voyage he was at large here without molestation: *Boulton v. Dobree*, 2 Camp. 163.

HOSTILE NEUTRALS.—A neutral residing in an enemy's country, as consul of a neutral state, and who also trades there as a merchant, is to be regarded as an enemy: *Sorensen v. Reg.*, 11 Moore P.C. 141.

An alien carrying on trade in an enemy's country, though resident there also in the character of consul of a neutral state, is considered an alien enemy, and as such disabled to sue, and liable to confiscation: *Albretcht v. Sussman*, 2 Ves. & B. 323.

A native of a neutral state taken in an act of hostility on board of an enemy's ship, and brought to England as a prisoner of war, is not disabled from suing, while in confinement, on a contract entered into as a prisoner of war: *Sparenburgh v. Bannatyne*, 1 Bos. & P. 163.

An action may be maintained by a person of an enemy nationality who is neither residing nor carrying on business in an enemy country, but is residing either in an allied or a neutral country and is carrying on business through his partners in that allied country: *Re Mary Duches, etc.*, 31 T.L.R. 248.

TEMPORARY OCCUPATION.—A temporary occupation of a territory by an enemy's force does not, of itself, necessarily convert the territory so occupied into hostile territory or its inhabitants into enemies: *The Gerasimo*, 11 Moore P.C. 88.

In the case of *Société Anonyme Belge, etc., v. Anglo-Belgian Agency*, 31 T.L.R. 624, the plaintiffs were a company incorporated under the laws of Belgium. Their registered office was in Antwerp. Soon after the outbreak of the war, the business of Antwerp was closed and the books were removed to London. The larger part of Belgium, including Antwerp, was in the effective military occupation of Germany. The business of the plaintiff company had since been wholly carried on in London. The company had mines in Portugal, and the whole of the output was being sold in England or in France. It was held, that the plaintiff company was not an enemy within the meaning of any of the Acts or Proclamations relating to trading with the enemy.

CONTRACTS.—A contract with an alien enemy made in time of war cannot be enforced in the Courts here: *Willison v. Pattison*, 7 Taunt. 439.

If an alien enemy, a prisoner of war, makes a contract, it may be enforced by the King for the benefit of the Crown. And if the Crown does not enforce it, the prisoner may sue on it after the return of peace: *Maria v. Hall*, 1 Taunt. 33n.

The fact that a party to a contract becomes an alien enemy on the outbreak of the war does not necessarily have the effect of abrogating the contract, but will merely suspend all obligations thereunder during its continuance: *Zinc Corporation v. Skipworth* (No. 1), 31 T.L.R. 106. But,