

LEGISLATIVE RELIEF FOR WAR INJURIES IN ENGLAND

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What legal problems does total war raise for the average man?

In England it has raised many. For example, what is to happen to a small storekeeper whose store and goods are destroyed by a bomb, or to the owners of a hotel which is taken over for use as government offices, or for military purposes, or to a soldier who earned a large income before he joined the Army and has liabilities he cannot now meet?

The word "morale" has suffered lately from over work, but it remains true that laws which result in injustice do not help to produce efficient workers and fighters. If civil life were disrupted we should lose our personal worries in coping with more pressing problems. But not even total war has so far succeeded in destroying the ordinary rhythm of civil life in England: people are still fed, clothed and housed; accordingly business goes on and the ordinary relations of debtor and creditor, landlord and tenant, mortgagor and mortgagee, and so forth, continue.

In such circumstances if chaos and injustice are to be avoided, the law must still be administered and must be altered and added to so as to meet new conditions and new needs.

In England the administration of the law has continued and the fiercest air raids have not prevented the courts from sitting, even if their proceedings have sometimes had to be conducted in air raid shelters. Nor has there been any lack of amendments and additions to the law itself.

These amendments and additions fall, broadly speaking, into two classes; first, those conferring on the Government the necessarily wide powers to provide for the prosecution of the war; and secondly, those providing for the problems and difficulties of the ordinary citizen. It is not proposed to discuss the first class. Suffice it to say that it deals

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with such matters as the conscription of manpower, womanpower and property, and that it would authorize a scorched-earth policy if the time for it came.

Even if England were invaded it would not follow that the administration of the law would cease to function. Indeed, in 1940, when invasion appeared imminent, provision was made under which "war zone courts" could, in the event of emergency, be set up to take the place of such of the ordinary criminal courts as might be unable to function because of enemy occupation of some part of England. Fortunately, the need for setting up these courts has never arisen, but the power to set them up still exists.

The second class of wartime amendments of the law is concerned with those amendments designed to assist the ordinary man in his daily affairs and to prevent unnecessary disruption of civil life.

In these articles we will briefly examine those statutory provisions which are designed to ameliorate hardship resulting from direct enemy action or from essential steps taken by the Government in the prosecution of the war, and those which spread the resulting loss as evenly as possible over the community as a whole.

Before dealing with this subject, however, a word must be said as to what is the basis of the law in England.

It will be noted we speak of "England" and not of "Great Britain." The reason is that while the expression "Great Britain" includes England, Wales, Scotland and Northern Ireland, the expression "England" means England and Wales only. The law of England and Wales differs considerably from that of Scotland and from that of Northern Ireland: it is with the law of England and Wales that this article is concerned.

The basis of the law of England is that same common law which is also the basis of the law of most of the United States of America, of all Canada save Quebec, of Australia, of New Zealand and of most other parts of the British Commonwealth. It is not unusual for decisions of a judge in one country to be cited in the courts of another where the same principle of the common law is involved in the case before the court.

Common law is, then, the basis of the Law, but in each country it has been overlaid by statute law. Given the common basis, however, much can be learned by one country from the statutes of another.

Even countries whose legal system is not based on the common law can learn from the experience of others. Scotland, for example, has a legal system based on Roman law and not on common law; the

technical terms of Scottish law are almost unintelligible to the ordinary English lawyer (and, it may be, vice versa!) so that on most subjects the law of England and that of, say, the State of New York are more alike than those of England and Scotland. Nevertheless, most Acts of Parliament of the United Kingdom apply in principle to both England and Scotland, although there may be some difference in wording to fit them into the legal systems of each.

It is perhaps worth noting in passing that Roman law, the basis of the law of most European countries, is also the basis of the law of the Union of South Africa, with its Dutch antecedents, of Louisiana and Quebec, with their French origins and traditions, and of Ceylon.

With these basic facts in mind, we can now consider what has been done in England to meet wartime problems. The subject is an immense one, and it would require a work consisting of many volumes to deal exhaustively with the large numbers of Acts of Parliament and of Emergency Rules and orders made under Acts of Parliament which have come into operation since the war began.

The foundations were laid by a number of important Bills which had been prepared against the possibility of the outbreak of war, and were passed into law in August and September 1939. Other important Acts have been passed since in the light of experience. The changes made are great, but, as with all matters in England, are evolutionary rather than revolutionary. It is convenient to deal with them under the following heads:

- A. Personal war injuries.
- B. Financial war injuries.
- C. War injuries to goods and land.
- D. Compensation for requisitioning and billeting.

PERSONAL WAR INJURIES

On the day Britain declared war the Royal Assent was given to the Personal Injuries (Emergency Provisions) Act, 1939. This was the first measure to be introduced by any government in any country to compensate those among the civilian population who might be injured as a result of enemy action.

The scheme provided by the Act at first covered only those who were "gainfully occupied," but in December, 1940, after three months of almost continuous enemy bombing, its scope was widened to include all citizens.

The basis of the scheme is that a person suffering physical injuries as the direct result of warlike operations has the right to compensation payable by the Government. This compensation is payable in the case of members of the Civil Defense Services who sustain "war service injuries" (i. e. physical injuries arising out of and in the course of their duty as members of the Civil Defense Services), and in the case of the ordinary civilian in respect of "war injuries" (i. e. physical injuries suffered as a direct result of warlike operations).

The compensation is by way of "injury allowances" and "disability pensions." The former are payable to persons temporarily incapacitated from work: the latter are payable in the event of prolonged or permanent disablement.

Flat rates are laid down both for injury allowances and disability pensions. The rates for injury allowances do not have regard to individual earnings before the injury was sustained or to the extent of the injury. The disability pensions are based on the degree of disablement, i. e. a comparison of the physical condition of the injured person with that of a normally healthy person of the same age and sex.

The rates for men were, until recently, greater than those for women, and this fact was adversely criticized. A Select Committee of the House of Commons was accordingly appointed in December 1942 to examine and report upon the desirability of equal compensation being paid. The Government have now adopted this Committee's recommendation that civilian women should be compensated equally with civilian men.

FINANCIAL WAR INJURIES

In total war the income of the ordinary citizen in England is only too often reduced considerably by circumstances beyond his control.

For example, when he becomes a private soldier his income may be reduced from, say, \$40 per week to \$4. Or again, even where he remains a civilian, it may be his business to deal in imported goods, the import of which in wartime is forbidden, and his business may have to close down.

It is evident that in these and many other cases, the man—or woman—concerned may have contracted liabilities—e. g. life assurance premiums, rent or building society payments in respect of living accommodation and hire-purchase payments—which, while on a scale proper to his peacetime income, cannot be met out of his reduced wartime income.

In peace time, a creditor can take proceedings and obtain a judgment against his debtor, which can be enforced in various ways without the leave of the court. If, however, some protection were not given to a debtor whose financial position had been adversely affected by the war, an intolerable position would result.

In order to meet these difficulties, two days before war broke out the Courts (Emergency Powers) Act, 1939 was passed. This Act was amended by several subsequent Acts, and all of them have now been consolidated by the Courts (Emergency Powers) Act, 1943.

This Act provides that the leave of the Court must be obtained before any person can enforce a judgment of any Court for the recovery of money. Similarly, a landlord or mortgagee must obtain the leave of the Court to exercise any remedies normally open to him, such as distress for rent or the appointment of a receiver of the property in question. The Court may refuse leave to proceed where the person liable to pay the money claimed is unable immediately to pay by reason of circumstances directly or indirectly attributable to the war.

These provisions apply where the money has become due under a contract made before the war, but the Court also has power, on the application of the debtor, to take a similar course as regards a contract made since the war began, if the Court is satisfied that the debtor's failure to pay is due to circumstances directly or indirectly attributable to the war which arose after the contract was entered into.

In any case under the Act, the Court is empowered to give the creditor leave to proceed subject to conditions, such, for example, as the acceptance of an undertaking by the debtor to make some payment by instalments. The Court has power to take into account the debtor's other liabilities in deciding what, if anything, he should be ordered to pay in discharge of his debt.

The Act contains special provisions applicable to leases and mortgages and to certain kinds of payments, e. g. damages in tort, which it is not possible to discuss fully here.

It will be seen that the general effect of the Courts (Emergency Powers) Act is to protect the debtor from being called upon to discharge his liabilities immediately. The Act, however, does not extinguish those liabilities. If nothing more were done, therefore, the debtor's liabilities would pile up and have to be met at the end of the war. To meet this difficulty Parliament passed the Liabilities (War Time Adjustment) Act, 1941.

Before dealing with this Act, it should perhaps be explained that at common law there is no machinery whereby a person who is unable

to pay his debts as they fall due can get rid of his liabilities. Accordingly, apart from statute, it is not possible for a person who has accumulated liabilities—perhaps through no fault of his own—to make a fresh start in life with a “clean slate,” unless his creditors are ready to come to terms with him.

It is for this reason that for many years past statutes have been in force providing for the administration in bankruptcy of the affairs of those who are insolvent and, similarly, for the winding-up of companies which cannot pay their debts.

These Acts proceed on the principle that if a person is to be freed from his obligations, the best possible arrangements must be made for securing the interests of the creditors, and it follows that bankruptcy proceedings and winding-up proceedings result in the disposal of the debtor's business and the distribution of all assets among the creditors. The debtor, if an individual, is thus left with no business which he can carry on and with no assets to enable him to start a new business. If the debtor is a company, the company is wound up and ceases to exist.

In some cases the failure of the bankrupt or the company is due to misconduct of some kind, such, for example, as rash and hazardous speculation, or failure to keep proper accounts, and there are penal provisions which deal with such matters. Other failures may be due to misfortune, such, for example, as the unexpected failure of some business associate which involves the debtor in a liability under a guarantee. Whatever the cause, however, the result of the bankruptcy proceedings is to this extent the same, that the debtor's assets are distributed among his creditors.

In wartime the proportion of failures due to misfortune as against those due to misconduct is considerably increased, and it is debtors whose difficulties are due to misfortune who are assisted by the Liabilities (Wartime Adjustment) Act.

This Act (popularly known as “The Debtor's Charter”) is an unprecedented measure in that it provides an entirely new procedure as an alternative to bankruptcy in the case of an individual, or winding up in the case of a company. It is designed to secure that where a failure occurs solely owing to war circumstances, the debtor's assets are administered not only in the interests of the creditors, but also in the interests of the debtor and his family, or, in the case of a company, the shareholders in the company.

The Act provides first for the appointment of officers known as “Liabilities Adjustment Officers,” who are usually solicitors or accountants, whose duties are to give advice to debtors seeking to take

advantage of the Act, to investigate their affairs, to negotiate with creditors where necessary, and generally to carry out the directions of the Court as to the administration of the debtors' affairs.

There are two methods of dealing with a debtor's affairs under the Act.

The first is by a scheme of arrangement made with the assent of the creditors. This method is only applicable where the creditors are agreeable to the scheme, and the services of the Liabilities Adjustment Officer are available in framing it and securing that it is carried out.

The second method, which is used where creditors do not assent to a scheme, is an administration of the debtor's affairs by the Court with the assistance of the Liabilities Adjustment Officer. In such an administration the Court is empowered to make, in the first instance, a "protection order," the effect of which is to stay all proceedings against the debtor.

The debtor's position is then investigated by the Liabilities Adjustment Officer, and a scheme is prepared by him and submitted to the Court. The Court considers the scheme, and may make a "liabilities adjustment order." The Court has wide powers in making such an order. The order may, for example, provide for the payment of the debtor's debts, either in full or to such extent as the Court considers practicable and within such time as the Court may specify, and for the realization of the debtor's property and the distribution of the proceeds. The order may also provide for securing the maintenance of the debtor and his family and for excepting from the property to be realized the home, furniture, bedding, and clothing of the debtor and his family, and the tools of his trade.

The Court may also direct the postponement of the immediate realization of property which the Court considers it would be unreasonable to realize immediately, owing to its temporary depreciation in value or for any other reason, and may also, where the debtor carries on a business, or intends in due course to resume carrying on a business which he has ceased owing to war circumstances to carry on, except from the property to be realized the business and any property required for the purposes of it.

The debtor may also be allowed, in certain circumstances, to disclaim—that is to say to waive his rights under and avoid liabilities in respect of—leases, contracts, and other property, and the Court may reduce the rent payable by the debtor for any premises of which he is tenant. Furthermore, where the Court thinks fit it may order goods which the debtor is acquiring by hire-purchase to be vested in him; it may refuse a mortgagee permission to realize his security; and

it may reduce the rate of interest payable under a mortgage or suspend payment of interest.

From the point of view of the debtor all these provisions are of very real benefit but, as is, only reasonable advantage of this Act can only be taken by a person "who is in serious financial difficulties owing to war circumstances." Those whose financial difficulties are unconnected with the war obtain no benefit from the Act.

WAR DAMAGE TO GOODS AND LAND

When war broke out, the extent of damage likely to result from air raids in England could only be guessed. It was, however, evident that if essential commerce was to continue, a commodity insurance scheme must be set up.

A month before the war began, therefore, an Act called the War Risks Insurance Act, 1939 was passed, under which the Board of Trade (one of Britain's Government departments) operates such a scheme. Under it the Board insure traders' stock in trade against the risk of loss or damage by enemy action.

Insurance is compulsory for all whose trading stocks in the United Kingdom are worth more than \$4,000. Payment in respect of losses is made as soon as possible after their occurrence.

The trader was, therefore, protected so far as his stock in trade was concerned, but not as regards such things as fittings, furniture, tools, appliances, and machinery used in the carrying on of business, nor as regards the premises in which his business was conducted. This was fully realized but some time elapsed before more comprehensive provision for war damage insurance was made.

Serious attacks from the air did not begin at once, and the necessary data were not available upon which to base any scheme, but the Battle of Britain, in the summer and autumn of 1940, and the nightly raids which continued until the summer of 1941, gave the measure of the problem.

In November, 1940 a bill was introduced in the House of Commons to provide for comprehensive schemes for payments in respect of war damage to land and buildings, and to goods not insurable under the War Risks Insurance Act, 1939. This bill was an extremely long and complicated measure, as was only to be expected. It was of completely novel character and parliamentary draftsmen had no precedent, either English or otherwise, upon which to proceed.

The bill was considered by both Houses of Parliament in considerable detail and the debates upon it showed both Houses at their

best. Many constructive suggestions put forward by members of all political parties were embodied in amendments to the bill, which ultimately passed into law as The War Damage Act, 1941, on March 26, 1941.

The Act has subsequently been amended upon points of detail in the light of experience of its working, but there is no doubt that it has proved a very great success, and a tribute is due to the draftsmen who framed it. A consolidating bill has now been introduced into the British Parliament to embody all the statutory provisions regarding war damage compensation.

The War Damage Act falls into two parts. Part I deals with land, which expression for this purpose includes buildings, and Part II with goods. The scheme of Part I provides for the collection by the Government of "contributions" from those who broadly speaking own, or have what is known as a legal interest in, property, and for the making of "payments" by the Government to those whose property has suffered war damage.

Contributions payable by the landowner to the Government are fixed under the Act normally at a sum equal to ten per cent of the annual value of the land, or two and a half per cent in the case of agricultural land, and they will be paid annually for at least five years. The rate of contribution is the same whether the property is situated in a vulnerable area, for example on the South Coast, or in a comparatively safe area.

The contribution is ultimately borne in varying proportions between landlord and tenant and mortgagor and mortgagee, according to the relative value of their interests in the property, and there are complicated provisions in the Act to secure this.

Turning now to payments by the Government, the Act provides that where war damage to land has occurred, a payment in respect of the damage is to become due, and is to be either a "cost of works payment" or a "value payment."

A "cost of works payment" is appropriate where there has not been a total loss, i. e. it will be made where the cost of repairing the property would be less than the value of the property when repaired.

A cost of works payment is payable immediately the repairs are carried out, and is made to the person who pays for them. If, therefore, in the case of a property let to a tenant a cost of works payment is to be made, it will be paid either to the landlord, or to the tenant, whichever of them actually repairs the property.

A value payment, on the other hand is appropriate where there has been a total loss. This will not normally be paid until after the

war, although it carries interest at two and a half per cent per annum from the date when it is assessed until the date when it is paid. The object of this is to avoid inflation.

It will readily be seen that at the present time when everyone is engaged on work more or less immediately connected with the prosecution of the war, it is only possible now to re-build the small proportion of the properties totally destroyed by enemy action which are urgently required for war purposes. The result of making value payments immediately in respect of properties which cannot be re-built until after the war would therefore be to put spending power in the hands of those interested in them which could not be applied in rebuilding.

Accordingly it has been thought appropriate, as a general rule, to delay the making of value payments until after the war. It is recognized, however, that to make this rule invariable would create hardship and difficulty in certain cases, and therefore a value payment may sometimes be made at once. For example, where a householder has lost his house through enemy action and urgently requires the money to buy another for immediate occupation.

The administration of this part of the Act is in the hands of a specially created body called the War Damage Commission, whose task is a heavy one. It has to consider not only the interests of claimants, but also those of the public at large, and, in the latter case also it must have regard to the requirements of town and country planning when rebuilding may take place. Part II of the Act, which as has been said relates to goods, provides for the setting up of two schemes. Under one (called "the business scheme") insurance premiums are paid to insurance companies who act as agents for the Board of Trade. The Board issues insurance policies covering, against loss or damage by enemy action, goods such as furniture, machinery, tools, and other equipment used for the purpose of a business. These articles are not stock insurable under the War Risks Insurance Act, 1939 and are not fixtures forming part of land and thereby covered under Part I of the War Damage Act.

Insurance is compulsory in the case of any person carrying on a business who owns insurable goods worth more than \$4,000, and is voluntary in other cases.

There are exemptions from compulsory insurance in the case of certain businesses and certain classes of goods. For example, it is not compulsory to insure books or manuscripts more than 100 years old (this provision is important, in the case of lawyers, whose libraries may contain many old volumes of law reports).

The other scheme (called "the private chattels scheme") is designed to cover similarly household furniture and effects not insurable under the business scheme. Here, however, the insurance is not compulsory. Those who take advantage of the scheme pay their premiums to the insurance company which act as agents for the Board of Trade, and receive policies from the Board.

As an adjunct to the private chattels scheme there is provision for free compensation in respect of war damage to furniture and effects where the amount of the damage is limited. This free compensation varies from \$200 in the case of a person who is not a householder, to \$1200 in the case of a married couple who are householders, with a further \$100 in respect of each member of their family under sixteen years of age and ordinarily resident with them. It is accordingly necessary only to insure under the private chattels scheme for the value of one's possessions in excess of the value covered free.

Payments under policies issued under the business scheme and the private chattels scheme are not normally to be made until after the war, but they are made at once in cases where the national interest so requires or exceptional hardship is involved.

Those whose land or goods sustained war damage before the War Damage Act was passed are put in the same position, as regards compensation, as they would have been had the damage occurred after the Act came into force, and had they taken the necessary steps to insure their property.

All these insurance schemes go a considerable way towards meeting the ordinary man's difficulties through war damage. If they stood alone, however, they would not sufficiently meet the position where war damage occurs to land in which several people are interested, because they do not deal with the position between the occurrence of the war damage and the date when the compensation is paid.

In the absence of provision to the contrary in the lease, where a leasehold property is destroyed by fire or other mishap, the tenant is liable to pay the rent until the lease expires. As soon as war became imminent, it was realized that matters could not be left thus, as tenants would often suffer the whole of the loss on the destruction of the property. At the same time, however, it would be equally unfair automatically to release tenants from their obligations and thus cast the whole burden on the landlords.

There remained the further difficulty that although most leases expressly state whether repairs are to be the liability of the landlord or the tenant, these terms had been agreed between the parties to leases

entered into before the war, when the possibility of repairs being required as a result of enemy action was not in contemplation.

These and other difficulties are dealt with by the Landlord and Tenant (War Damage) Act, 1939 which also was passed into law immediately upon the outbreak of the war. This Act has since been amended in the light of experience, but the amendments deal with matters of detail only.

The present position is, briefly, that where war damage occurs to land which is let, the tenant may serve on the landlord a "notice of disclaimer" or a "notice of retention," or else may do nothing. If he serves a notice of disclaimer then the lease—and his liability to pay rent—is at an end, unless the landlord within a certain period serves on the tenant a "notice to avoid disclaimer." The effect of the latter notice is to place on the landlord the obligation to bear the cost of repairing the war damage, and to relieve the tenant of his obligation to pay rent until the war damage is repaired.

If the tenant serves a notice of retention, the effect is that the lease and the tenant's liability for rent continue and that the tenant undertakes to repair the property at his own expense.

If the tenant does nothing, the lease and liability for payment of rent continue, but the landlord can, if he wishes, serve a "notice to elect," which requires the tenant to make up his mind whether he wishes to disclaim or to retain the lease. If the tenant still does nothing, it puts him in the position of having served a notice of retention.

This legislation is linked up with the provisions of the War Damage Acts and what happens as to disclaimer or retention affects the amount which the landlord and the tenant may receive out of any value payment.

Somewhat similar difficulties arise with regard to goods as arise with regard to leases. Goods belonging to one person may well be in the possession of another, or, to put it in the language of the Law, be the subject of a contract of bailment. To give a few instances, there is a bailment when a woman sends her fur coat to a furrier for alteration, or when a vacuum cleaner or automobile is "bought" on hire-purchase, or when goods are supplied on a "sale or return" basis.

There are many kinds of bailment known to the Law, some of them being "gratuitous bailments," and some being "bailments for reward." When a man borrows his next-door neighbor's lawnmower, there is a gratuitous bailment. When a book is borrowed from a circulating library, or when the family jewels are placed with a pawnbroker there is a bailment for reward.

The obligations of the bailee (the person in possession of the goods) are stringent and vary according to the nature of the particular contract, but in few of the contracts entered into before the war did the parties provide against the possibility of war damage to the article bailed. This position was dealt with by the Liability for War Damage (Miscellaneous Provisions) Act, 1939.

Under this Act the liability of either party, under contract or by any rule of law or custom, to insure the goods or to be liable for loss or damage to them does not, in the absence of a special agreement, extend to loss or damage by war.

In the case of goods on sale or return, the buyer is not liable if the goods are destroyed or damaged by war, unless the contract provides otherwise. Innkeepers are not liable for war damage to goods, nor is a pawnbroker. Where a pledge, on which \$40 or less has been loaned, has been lost or damaged by fire due to war damage, the pawnbroker is not liable to make any payment in respect of the value of the pledge, nor the borrower to repay the loan unless he redeems the pledge.

REQUISITIONING AND BILLETING

Considerable movements of population in England due to the war have led to the use of many thousands of buildings—large and small, offices, blocks of apartments and private houses—for purposes far different from those for which they were intended. In addition, occupiers of private houses and apartments often have to allow strangers to use some of their rooms.

The reasons for this position are fairly obvious. Accommodation has had to be found for government offices whose staffs have been increased because of new duties falling upon them or which have been moved from London to the provinces to reduce the risk of air raid damage. Besides this, additional premises must be kept in readiness for immediate occupation if existing premises are destroyed.

The removal of government and other offices from one place to another also involves the provision of living accommodation for their staffs and living accommodation must also be found for workers in the new plants which have been built—often in comparatively remote places—since the war. Troops—both British and Allied—must be housed in billets if no other accommodation is available for them, and in this connection it must be remembered that for the greater part of the year the English climate is not altogether suitable for living under canvas.

In addition, people whose homes have been destroyed by enemy action must be re-housed, mothers and children have been evacuated from danger areas to safer places in the country and people in the country have sometimes had to be moved from their homes for various reasons such as the provision of adequate training grounds for troops and so on.

These matters affect the ordinary citizen in two ways. First, as to his duties and liabilities as a prospective "billetor" or "billetee" (i. e. the possibility of having to receive a stranger in his own home or to go and live in someone else's). Secondly, as to his right to compensation from the Government where his property has been requisitioned for war purposes under the extensive powers which have been given to Service and other government departments as well as to local authorities.

In considering the question of billeting, it should first be noted that there is no restriction as to the class of premises in respect of which a billeting notice may be served by the persons authorized by the government department concerned. The only difference between the occupiers of a country mansion and a small cottage, is that the occupier of the country mansion is likely to have more people billeted on him because he probably has more room.

A person served with a billeting notice may complain to an appropriate tribunal which has power to hear evidence and make investigations and cancel or vary the billeting notice.

The person served with the billeting notice may be required to provide not only accommodation, but also food and attendance. Occupiers on whom children unaccompanied by responsible persons are billeted must also care for the children to the best of their ability.

The billetor receives payment from the Ministry of Health in respect of billeting at prices fixed by the Minister from time to time and the Minister is entitled to recover the sum paid from the billetee.

The fact that compulsory powers of billeting exist does not mean the exclusion of voluntary arrangements. Indeed, voluntary arrangements were made extensively in the early days of the war especially in connection with the evacuation of women and children from danger areas.

Another aspect of the problem concerns those who have lost their homes as the result of enemy action. Much good work to assist them has been done by local authorities, who have either placed them in billets or have requisitioned premises which can be rented by those who have lost their homes.

The question of requisitioning (i. e. the taking over of premises with vacant possession by a government department or local authority) was of immediate importance on the outbreak of war and the authorities concerned were given extensive powers under which any property in England can be requisitioned. Discussion of these powers is outside the scope of this article, and we are only here concerned with the question of compensation in respect of the requisitioning.

This question was clearly of urgent importance if undue hardship to the owner or occupier was to be avoided, and the problems involved were considerable. Accordingly one of the first acts passed by Parliament on the outbreak of war was the Compensation (Defence) Act, 1939, which laid down the principles to be applied in fixing such compensation. The basis adopted was that in most cases the Government would not acquire the property outright, but would requisition it for an indefinite period and would hand the property back as soon as it had no further use for it.

Accordingly the Act provides that the compensation shall consist of a sum equal to the rent which the tenant of the property might reasonably be expected to pay under a lease granted immediately before the property was requisitioned, and in addition a sum equal to the cost of making good any damage to the property which may have occurred while it was under requisition. Also the amount of any expenses incurred by the owner or occupier in complying with any directions given by the Government in connection with the requisitioning is provided for.

In the case of agricultural land certain additional compensation is payable which is equivalent to the amount which an incoming tenant might be expected to pay in respect of things previously done for the purpose of cultivating the land.

The Act also makes provisions for the payment of compensation in respect of the requisitioning of ships, vehicles, aircraft and other goods, and for the setting up of tribunals to deal with disputes as to whether any compensation is payable and the amount of such compensation.

These are the broad principles upon which the compensation is arrived at, but as may be imagined, there are countless matters of detail which arise. For example, in calculating the rent which a tenant might have been expected to pay, regard must be had to liabilities for rates and taxes, insurance premiums and the cost of repairs. Provision has also been made to prevent the compensation being increased owing to an increase in the value of the requisitioned property due to the war.

Such an increase may easily occur when the property is in a "safe" area in the country where air raids are unlikely.

On the other hand, the value of the property may have depreciated owing to the war. For example, if it is in a coastal area particularly subject to enemy air attack. Where in such a case the property is occupied by a leaseholder under a pre-war lease, the amount of rent paid by the leaseholder to his landlord may well be much more than the present rent which the premises would command, and accordingly much more than the amount of the compensation which the tenant would receive.

If matters were left at that point, the tenant might be in the position of having to pay, say, \$5,000 per annum rent to his landlord while only receiving compensation at the rate of \$1,000 per annum. Provision has accordingly been made under which, in such a case, the tenant may, if he wishes, disclaim his lease altogether.

Such then, in broad outline, are the statutory provisions passed by the British Government to overcome the main difficulties and hardships faced by the ordinary man and woman who may have suffered personal or financial injury as a result of the war, or whose land or goods may have suffered damage or been requisitioned in the national interest. Details of the various schemes are complicated in the extreme, and necessarily so, and a considerable burden has been thrown upon the legal profession in interpreting them and advising the public as to its rights, remedies and liabilities under them.

England is a small and densely populated country which for nearly four years has not only had to take the very comprehensive measures required for the carrying on of war, but has also been continually exposed to the risk of hostile attack. As a result the problems and difficulties with which the ordinary citizen has had to deal have presented themselves at times in somewhat acute forms.

In the United States, some of these problems—such as the risk of damage to land and other property by enemy action—are, perhaps, unlikely to become urgent on any large scale. The experience which has been gained in England in this connection, however, may be of use if the situation should ever change.