<u>Ware v. Hylton</u> (1796)

British creditors sue U.S. debtors pursuant to the Treaty of Peace between the United States and Great Britain.

The U.S. debtor argues that the treaty is no longer in force because the Great Britain violated the treaty.

When is a breach sufficient to abrogate a treaty? ***"Material Breach"***

Who determines when a breach is material?

If the Executive Branch views the treaty as still in force, can the Judicial Branch reach the opposite result?

Or is this issue a ***"political question"*** inappropriate for judicial examination?

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