

if she should hereafter be found within the jurisdiction. *T. v. M., P. M. & D.*, p. 31. The Judge Ordinary said: "This petition was filed by a husband for the purpose of having his marriage with the respondent declared null and void, on the ground of the incurable malformation of the wife, and the petitioner and some medical men were examined in support of the allegations in the petition. It appears that the marriage took place on the 11th August, 1864, that the parties lived together for about six weeks, and that at the end of that time the wife, under pretence of a temporary visit, left the husband's home in concert with her elder brother, and went with him to the continent, in order to avoid the petitioner. The consequence was, that the petitioner was unable to obtain what is invariably required in these cases, namely, a medical inspection of the respondent; and he has been placed in a difficulty as to proving his case, if it was capable of proof. But the Court must look at the evidence before it, and if that evidence is not sufficient to establish the proposition that the wife is the subject of incurable malformation, precluding consummation of the marriage, it cannot grant a decree. Now the evidence of the petitioner by no means satisfies the Court of that fact, and the evidence of the two medical men who attended the respondent, but neither of whom had examined her person, rather pointed to a complaint of a very different character, and in its nature curable. On that evidence the Court cannot grant a decree, but it will, as it has done in a former case, suspend its decree if the petitioner desires it, with the view of having the respondent examined, if she should come to this country, as such an examination alone can satisfy the Court that a decree ought to be pronounced. If the petitioner is not satisfied with this judgment, but desires an opportunity of appealing from it, the Court will at once dismiss the petition."

*Alimony—Examination of Husband.*—A husband, who had filed no answer to his wife's petition for alimony, was subpoenaed by her to attend at the hearing, and to be examined in support of the petition. He did not answer to his subpoena, and on the service being

proved, the Court made an order that he should attend on the next motion day, and that an attachment should issue in the event of his non-attendance. *Jennings v. Jennings, P. M. & D.*, p. 35.

#### ADMIRALTY AND ECCLESIASTICAL.

*Wages—Illegality—Breach of Blockade.*  
—By principle, authority, and usage, it is not a municipal offence, by the law of nations, for a neutral to carry on trade with a blockaded port. In a suit for wages, upon an agreement entered into for the purpose of breaking the blockade of the Confederate States of America, an article in the defendants' answer, alleging such agreement to be contrary to law, ordered to be struck out. *The Helen, A. & E. p. 1.* Dr. Lushington, who rendered the judgment, referred to a decision of Lord Westbury, whilst he was Lord Chancellor, laying down that a contract of partnership in blockade-running is not contrary to the municipal law of England. He also cited a judgment of Chief Justice Parsons, in which the law is stated as follows: "It is agreed by every civilized state that, if the subject of a neutral power shall attempt to furnish either of the belligerent sovereigns with goods contraband of war, the other may rightfully seize and condemn them as prize. But we do not know of any rule established by the law of nations, that the neutral shipper of goods contraband of war is an offender against his own sovereign, and liable to be punished by the municipal laws of his own country." Dr. Lushington concluded by saying: "I cannot entertain any doubt as to the judgment I ought to pronounce in this case. It appears that principle, authority, and usage unite in calling on me to reject the new doctrine that, to carry on trade with a blockaded port, is or ought to be a municipal offence by the law of nations."

*Bottomry Bond.*—Transactions between the owner and mortgagee of the vessel, which might render the voyage illegal, cannot invalidate a bottomry bond given by the master to a *bona fide* lender, who has only to look to the facts that the ship is in distress, that the master has no credit, and that the money is required for necessary purposes. *The Mary Ann, A. & E. p. 13.*