

**Flotsam and Jetsam.**

**SOME LEGAL RESULTS OF WAR.**—In the event of a war between the United States and Spain, the effect upon English commerce is a matter which has excited some attention.

One result of the outbreak of war would be that either belligerent would have the right to search any merchant vessel upon the high sea to ascertain its nationality and the nature of the cargo on board. Resistance to the right of search, according to the rule which has been emphatically affirmed in the British Prize Courts, renders the ship liable to condemnation.

The United States and Spain are not parties to the Declaration of Paris. Consequently they are not bound by the rule that the neutral flag covers the cargo. Therefore a British ship carrying a cargo belonging to either belligerent could be taken by a ship of the other belligerent to a convenient port for the purpose of having the cargo condemned. Under such circumstances the usage is for the captor to pay freight to the captured ship.

Goods which are contraband of war, destined for the use of the enemy, are liable to confiscation, and freight is not allowed in respect of them to the carrier. The carriage of contraband goods does not, however, according to the prize law of most countries, render the ship liable to any other penalty in the absence of fraud or other aggravating circumstances. There are dicta in one or two English cases that when the shipowner is privy to the carriage of contraband goods, his ship is liable to condemnation; but there is no English or American case in which such a principle has been clearly established.

A ship which violates an effective blockade is, together with the cargo, intended for the blockaded port, liable to capture.

It is, however, clearly established that by English law trade in contraband goods or to a blockaded port is lawful for a British subject when this country is neutral. Therefore a charter made by a British shipowner for the purpose of running a blockade could not be repudiated by him. On the other hand, performance of a contract to carry goods to a port which, before the loading, becomes blockaded, is excused when the charter contains an exception of restraints of princes. And even without this exception the shipowner would, it is thought, not be bound to carry out his contract, on the ground that the adventure had been frustrated by circumstances not contemplated when the contract was made.—*Law Journal, (Eng.)*

At a New England society dinner some years ago, Mark Twain had just finished a piquant address when Mr. Evarts arose, shoved both of his hands down into his trousers pockets, as was his habit, and laughingly remarked: "Doesn't it strike this company as a little unusual that a professional humorist should be funny?" Mark Twain waited until the laughter excited by this sally had subsided, and then drawled out: "Doesn't it strike this company as a little unusual that a lawyer should have his hands in his own pockets?"