be valid, the court designating the conduct of the Reeve as capricious or obstinate, and holding the remaining members of the Council to be "quite justified in requiring the Deputy Reeve to do what the Reeve previously refused to do."

ATTACHMENT OF DEBTS.

We direct our Division Court readers to the case of *Brown* v. *McGuffin*, reported in other columns, as to the effect of an assignment of the debt sought to be attached and how far this is affected by notice to the garnishee.

Now that jurisdiction is given to Division Courts in matters of this kind, cases on the subject which formerly were of interest to lawyers alone are now of importance to those whom we now address. The cases deciding the leading principles which govern the Superior Courts and which are therefore in point in the Local Courts, will be found in Mr. O'Brien's book of notes on the last Act. We shall give our readers the benefit of any new cases on the subject.

The recent enactment is found to be very beneficial and on the whole to work well, and none the less so as the jurisdiction of the Division Courts in this matter is more ample than that of any other Court.

SELECTIONS.

CONTRABAND OF WAR.

The war between France and Prussia will make it ncessary for commercial lawyers to rub up their old lore on the subject of "contraband," a topic of much import to shippers, ship-owners, and insurers. The decision whether any particular cargo of goods is or is not contraband of war lies theoretically as well as practically with the Prize Court of the capturing power, whose decision is a decision *in rem*, and not to be impugned in any court. It will be remembered that though a foreign judgment *in personam* may be reviewed, a foreign judgment *in rem* may not. There has indeed been a disposition on the part of the present Lord Chancellor, among other judges, to hold that even a foreign judgment *in rem* may be reviewed if on its face it has proceeded on a gross disregard of the comity of nations (see *Simpson* v. *Fogo*, 11 W. R. 418; and the report of *Castrique* v. *Imrie*, in the Exchequer Chamber, 9 W. R. 455); but it is in a high degree improbable that a foreign Prize Court decision would ever be disregarded by any of our courts. Indeed apart from their being decisions *in rem* there appears to be a sort of understanding that Prize Court decisions are conclusive on the matters before them. When we speak of a Prize Court decision being unquestionable in the court of another power we shall of course be understood as meaning unquestionable for the purposes of questions arising in the foreign court and hinging upon the question decided in the Prize Court, as, for instance, in insurance matters.

Contraband may be confiscated by the captor, beyond which there is this further consequence, that any insurance upon it is void. A contract to insure contraband is void, because it is a contract to export under circumstances which render the exportation illegal, and if the act be illegal, an insurance to protect the act is illegal likewise.

At the present moment all sorts of questions are being asked as to whether or not this, that and the other is contraband of war. Without following Grotius into his three classifications of munitions of war, goods applicable for pleasure and not for war, and goods of a mixed natrue (*ancipitis usus*), we will state as shortly as we can the present acceptation of the subject. All muniments of war conveyed to a belligerent are of course contraband; also all goods conveyed to a blockaded port. As to what is or is not a blockaded port, it is material to notice the 4th article of the French Emperor's proclamation, that "blockades, in order to be binding, must be effectual; that is, they must be maintained by a force really sufficient to prevent the enemy from obtaining access to the coast." This merely expresses what has been decided in our own English courts. Two things are necessary to constitute a blockade binding on neutrals; first, that it should be notified to their country; and, secondly, that there should be really a substantial blockade. It is not enough for a belligerent to proclaim a blockade which he cannot maintain, but of course a blockade does not necessarily cease to be a blockade because one or two vessels manage to run the gauntlet. The blockading power is entitled to consider its notification of a blockade to the Government of a neutral power as a notification to all the subjects of that power. But it seems that, with reference to the validity of an insurance, there is no such rule, and the knowledge of the insurers is a question of fact to be determined (Lord Tenterden, in *Harratt* v. *Wise*, 9 B. & C. 717). In *Naylor* v. *Taylor* (ib. 721), a master sailed to a port not knowing whether it was blockaded or no, and not intending to violate the blockade; the policy, also, on the ship was framed upon a doubt whether the blockade would be subsisting by the time the ship arrived out; it was held that the voyage, and therefore the policy, was not illegal. We need not, of course, say that all persons would be regarded as having notice of matters of public notoriety.

As to goods in general, no hard and fast definition of contraband is possible. The doctrine of "occasional contraband" (*i. e.*, that destination, &c. &c., may make anything contraband) has, indeed, been found fault with