

aware that any of the cargo had an enemy destination. In these circumstances Lord Sterndale, P.P.D., held that the vessel was not liable to condemnation.

ADMIRALTY—COLLISION—VESSELS ON CROSSING COURSES—GIVE-WAY VESSEL ACTING TOO LATE—"KEEP COURSE AND SPEED" RULE—REGULATIONS FOR PREVENTING COLLISIONS AT SEA, ARTS. 19, 21.

*The Orduna* (1919) P. 381. This was a case of collision. The *Orduna* and *Konakry* were approaching each other; the *Orduna* had the right of way. As the vessels neared those in charge of the *Orduna* wrongly assumed that the *Konakry* was going to cross, and starboarded the helm of the *Orduna* in order to give her more room. At about the same time the *Konakry* in order to give the *Orduna* the right of way ported her helm, the result being that the vessels came into collision. Hill, J., who tried the action, held that the *Konakry* was wholly to blame for not sooner porting her helm; but on appeal (Bankes and Scrutton, L.J.J., and Eve, J.) were of the opinion that it was the duty of the *Orduna* under the Regulations for Preventing Collisions at Sea, Arts. 19, 21, to have maintained her speed and course; and that both vessels were consequently at fault.—the *Orduna* for not keeping her speed and course, and the *Konakry* for keeping on so as to mislead those in charge of the *Orduna* to believe that she intended to cross the bows of the *Orduna*.

LANDLORD AND TENANT—LEASE FOR ONE YEAR AND PART OF ANOTHER—OVERHOLDING—IMPLIED TENANCY FROM YEAR TO YEAR—DATE OF COMMENCEMENT—NOTICE TO QUIT.

*Croft v. Blay* (1919) 2 Ch. 343. This case deals with a simple point in the law of landlord and tenant, viz., where a tenancy is created for a year and a part of a year and the tenant holds over after the expiration of the lease, from what period is the new implied tenancy to be deemed to commence? Cole on Ejectment and many text books on landlord and tenant stated the law to be, that the implied tenancy was to be presumed to commence on the anniversary of the commencement of the original term. Astbury, J., came to the conclusion that this was erroneous, and that the new implied tenancy began at the expiration of the original tenancy—and with this conclusion the Court of Appeal (Warrington and Duke, L.J.J. and Eve, J.) also agreed, and a notice to quit given on the assumption that the implied tenancy so began, was upheld. It will be prudent for practitioners to take a note of this case as it upsets the statements to be found in so many text books.