

Line coming to Southampton, and was nominally owned by a British company. The Hamburg-Amerika Line appointed the directors, and paid for their qualification shares, took from them an agreement to conform to their directions, received the profits, and in the person of its nominees owned the entire share capital of the company. Evans, P.P.D., held that the real owners of the vessel were the Hamburg Amerika Line, and that the vessel was enemy property, and as such liable to be treated as any other enemy ship in port at the outbreak of hostilities; and an order for its detention was made.

PRIZE COURT—PRIZE BOUNTY—DESTRUCTION OF ENEMY WARSHIP—NAVAL PRIZE ACT, 1864 (27-28 VICT. c. 25), s. 42—ORDER IN COUNCIL, MAR. 2, 1915.

*The Sydney* (1916) P. 300. By an Order in Council it was provided in pursuance of the Naval Prize Act, 1864, s. 42, that a bounty should be paid to the officers and crew of H.M.A.S. *Sydney* for the destruction of the *Emden*, to be calculated at the rate of £5 for every person on board the *Emden* at the beginning of the engagement. It appeared that part of the *Emden's* crew was on board a captured British ship which was being compulsorily used by the *Emden* as a collier, and the question was whether these members of the crew were to be included in the computation. Evans, P.P.D., held that all who were active members of the *Emden's* crew should be included, though some in the discharge of their duty might not actually be on board.

PARTNERSHIP—INSOLVENCY—DEATH OF PARTNER—WILL—TRUST TO PAY DEBTS—SURVIVING PARTNER RESIDUARY LEGATEE—CONVEYANCE TO LEGATEE—FALSE RECITAL—LEGAL ESTATE—PURCHASER FOR VALUE WITHOUT NOTICE—STATUTE 13 ELIZ. c. 5—(R.S.O. c. 134, s. 5).

*Pearce v. Bulleel* (1916) 2 Ch. 544. The facts in this case were somewhat complicated, but all that appears to be material for the present note may be briefly stated thus. A banking partnership existed between three persons, A, B, and C. A was the owner of all the capital. Part of the capital consisted of real estate. The partnership deed provided that on the death of a partner the surviving partners might purchase the deceased's net share in the business, after providing for the debts. A died leaving a will, whereby, after providing for payment of his debts, he devised his residue to C, and appointed B and C his executors. B and C