

cause. The Divisional Court (Lawrence and Shearman, JJ.), however, considered that that case was not in point, and that the defendants' application for discovery was a step in the cause and disentitled him to a stay, even though made in ignorance of his right.

ADMIRALTY—COLLISION DUE TO NAVIGATING WITHOUT LIGHTS—
ADMIRALTY DIRECTIONS—SPECIAL CIRCUMSTANCES RENDERING
NECESSARY DEPARTURE FROM REGULATIONS FOR PREVENTING
COLLISIONS AT SEA—STATE OF WAR—ENEMY VIOLATION OF
INTERNATIONAL LAW—GERMAN LAWLESSNESS.

The Algol (1918) P. 7. This was an Admiralty case in which damages were claimed for collision which was admittedly due to the fact that both vessels were, pursuant to Admiralty directions, navigating without lights. The owners of the cargo in the ship which was sunk by the collision claimed that the other ship though acting under the Admiralty directions was nevertheless guilty of a breach of the rules for preventing collisions at sea. Hill, J., however, held that the complete disregard of all rules of international law, and of the practice of civilized nations by the scientific savages with whom we are at present at war, brought into existence a new danger to navigation in an area of the sea in which the vessels in question were navigating, and that in navigating without lights both vessels were doing what was justified and required by art. 27 of the rules for preventing collisions at sea under which they were bound to have "due regard to all dangers of navigation and collision."

SETTLEMENT—TRUST FOR CONVERSION WITH CONSENT OF TENANT
FOR LIFE—ELECTION—RE-CONVERSION.

In re Ffennell, Wright v. Holton (1918) 1 Ch. 91. By the marriage settlement in question in this case lands were vested in trustees upon trust with the consent in writing of the husband and wife or the survivor to sell, and invest the proceeds and pay income of rents and profits until sale to the wife during their joint lives, and after the death of either of them to the survivor, and after the death of the survivor upon the usual trusts for the children (if any) of the marriage, and in default of children, in trust for such persons as the wife should when discover by deed, or whether covert or discover by will appoint; and in default of appointment if the wife should survive (which event happened) for the wife. There were no children, and the wife survived her husband; and the land remained unsold at her death. By her