

## ADMIRALTY—COLLISION—DAMAGES—FOREIGN CURRENCY—RATE OF EXCHANGE.

*The Volturno* (1920) P. 447. This was an action to recover damages against an Italian ship for collision with a British ship, and the sole point was how the damages in foreign currency should be assessed. Hill, J., held that in case of collision where the damages are assessed in a foreign currency they must be converted into English currency at the rate of exchange ruling at the date with reference to which the damages have to be assessed. Thus, in the present case, the loss suffered by the detention of the vessel during repairs, he held must be assessed with reference to the actual period of detention, and if proved in a foreign currency, must be converted into English currency at the rate of exchange ruling. Strictly speaking, this might vary from day to day, but as the hire was payable fortnightly he fixed those periods for the detention during temporary repairs, and another rate in respect of the time occupied in permanent repairs.

## WILL—REAL ESTATE—DEVISE TO ISSUE OF LIVING PERSON WITH REMAINDER OVER—INTERIM ACCELERATION OF ESTATE IN REMAINDER UNTIL ISSUE BORN.

*In re Conyngham, Conyngham v. Conyngham* (1920) 2 Ch. 495. The point decided by Astbury, J., in this case was, that where an estate is devised to the issue of a living person in tail, with remainder over; until there is actually issue born, there is an interim acceleration of the estate in remainder.

## WILL—CONSTRUCTION—LIFE ESTATE TO HUSBAND "KNOWING THAT HE WILL CARRY OUT MY WISHES"—SUBSEQUENT UNATTESTED MEMORANDUM—ENFORCEABLE TRUST.

*In re Gardner, Huey v. Cunningham* (1920) 2 Ch. 523. This was an appeal from the decision of Eve, J. (1920) 1 Ch. 501 (noted *ante*, vol. 56, p. 395). The facts of the case were somewhat unusual. Elfrida Gardner, by her will made in 1909, gave all her real and personal estate to her husband Herbert for his use and benefit during his life "knowing that he will carry out my wishes." She subsequently made a memorandum in writing setting forth her wishes which was found in her husband's safe after his death, and she also, in her lifetime, made an oral statement as to how the property was to be divided after her death as mentioned in the memorandum, to which he assented. The testatrix died in 1919 leaving £3,000, and her husband survived her. He had therefore under the will a life interest in the £3,000 and as husband of the testatrix he was entitled under the Statute of Distribution to the remainder. Having by her will only pur-