

769 (noted *ante* vol. 54, p. 108). The plaintiffs, in a petition of right, claimed to recover for the loss of a ship requisitioned by the Admiralty. The requisition was subject to the terms of a charter-party whereby it was provided that the Admiralty should not be held liable if the vessel be lost in consequence of any cause arising as a sea risk, but the Admiralty took the risk of "all consequences of hostilities or warlike operations." The vessel was engaged in evacuating troops from the Gallipoli; by instructions of the Admiralty, she was forbidden to shew any lights. In consequence of the absence of lights a collision with a French battleship took place, and the vessel was lost. Rowlatt, J., in these circumstances, held that the Admiralty was liable, and the Court of Appeal (Eady, M.R., and Scrutton, and Duke, L.JJ.) agreed with his decision.

JUDICIAL DISCRETION—MODE IN WHICH JUDICIAL DISCRETION IS TO BE EXERCISED.

*Hines v. Hines* (1918) P. 364. Although a divorce case deserves attention for the fact that therein is discussed the way in which a judicial discretion ought to be exercised. The application was to grant a decree absolute for divorce notwithstanding the petitioner had himself committed adultery. Although, under the Divorce Act, the judge has an absolute discretion yet McCardie, J., held that discretion must not be exercised capriciously or in accordance with the private views of the Judge, but subject to the authorities and considerations of public morality therein laid down and in the exercise of such discretion he refused the application.

COMPANY—DEBENTURES—TRUST DEED—SHARES IN ANOTHER COMPANY TRANSFERRED TO TRUSTEE—RIGHT OF TRUSTEE TO VOTE ON SHARES HELD AS TRUSTEE FOR DEBENTURE HOLDERS—INTERLOCUTORY APPLICATION.

*Siemens v. Burns* (1918) 2 Ch. 324. This was an appeal from Ashbury, J. The questions involved concerned the rights of trustees for debenture holders as against the company issuing the debentures. In this case certain shares in another company had been transferred to trustees for debenture holders. The debentures were not in default and the trustees claimed to vote as shareholders in respect of the shares so transferred; the company, on the other hand, claimed the right to say how they should vote; but Ashbury, J., held that the trustees had the right to vote as they saw fit, and in the exercise of that right were not subject to the direction or control of the transferor company, and the Court of Appeal (Eady, M.R., and Scrutton, and Duke, L.JJ.) affirmed