cestui que trust without words of limitation. The facts were that by a voluntary settlement made in 1869 the settlor (after reciting that he was seized of, or entitled to, hereditaments in fee, and that, in consideration of natural love and affection for his wife and children, he was desirous of conveying the same upon the trusts and subject to the powers thereinafter declared) granted unto trustees therein named their heirs and assigns the lands in question, upon the trusts thereafter declared, viz.: upon certain trusts in favour of the settlor and his wife, during their joint lives, and the life of the survivor, and, subject thereto, upon trust for such one or more of their children as they should by deed jointly appoint, and in default of such appointment as the survivor of them by deed or will should appoint, and, in default of such appointment in trust for all their children who, being sons, should attain 21 or, being daughters, should attain that age or marry, in equal shares. The settler empowered the trustees to apply "the annual income of the share or fortune" to which any child should for the time being become entitled, for his or her maintenance; and further empowered the trustees to sell the trust estate and invest the proceeds upon the trusts thereinbefore declared. The father and mother being dead, and no appointment having been made, the question was raised whether or not the children took equitable estates in fee simple. Eve, J., who heard the case, held that the recitals in the deed were not a sufficient indication that the children were to take a fee, neither was the maintenance clause; neither was the clause empowering the trustees to sell the trust estate: but he was of the opinion that the powers of appointment showed clearly that the donees were authorized to appoint the fee, and were a sufficient indication of the settlor's intention that the children should take in default of appointment as large an estate as might have been appointed to them under the powers.

PRIZE COURT—OUTBREAK OF WAR—DAYS OF GRACE—ENEMY YACHT—HAGUE CONVENTION NO. 6 ARTS. 1, 2.

The Germania (1917) A.C. 375. In this case the simple point to be determined was whether the Hague Convention, allowing days of grace to enemy's vessels in port at the outbreak of a war, applied to pleasure vessels. The President of the Admiralty Division held that it did not, but that it only applied to merchant vessels (1916) P. 5 (noted ante vol. 52, p. 189), and with that conclusion the Judicial Committee of the Privy Council (Lords Parker, Sumner, Parmoor, and Wrenbury, and Sir Arthur Channell), agree.