other day. This arose from the fact that in the case of yearly and quarterly tenancies it has long been settled that the notice may be given for the anniversary of the commencement of the tenancy as well as for the last day of the year or quarter,[9] and there was, indeed, some authority for the view that the same rule applied in the case of weekly tenancies.[10] The question was recently answered by Fullagar J. in *Quartermaine v. McCleery*.[11] His Honour held that the rule as to yearly and quarterly tenancies applies also to weekly and monthly tenancies and accordingly decided that a notice to quit to a calendar monthly tenant could expire on the first or last day of the month of the tenancy.

The Court of Appeal recently reached the same conclusion, stating the rule as follows :—. . . " a notice to quit on either the anniversary of of the date of commencement of the tenancy or on the day before can be construed as a notice to quit when the current period in question is ended."[12]

J. A. LEWIS.

9. *Sidebotham v. Holland*, [1895] 1 Q.B. 378.
10. *Newman v. Slade* (*supra*).
11. (as yet unreported).
12. *Crate v. Miller* (*supra*).

PROPERTY : SPECIAL POWERS OF APPOINTMENT

Re Crawshay, Hore Ruthven and Another v. Public Trustee[1] does not involve a decision on any new point of law but is an interesting example of the application of the well known rule that the donee of a special power is bound to exercise the power in accordance with the terms of the instrument creating it, and that if he attempts to exercise it with the intention of conferring a benefit on some person not an object of the power, the attempted exercise will be invalid.

By his will the original settlor had settled a legacy of £100,000 on trust for his daughter R. for life with remainder to her issue, but in the event of R. having no child who should attain 21 then in trust for such of the testator's grandchildren as R. should by will appoint, and in default of appointment to his grandchildren, living at R.'s death, equally.

By a codicil the testator excluded the issue of R. by W. whom she was about to marry and of whom the testator disapproved, from taking any benefit under his will. R. died in 1943 having been married once only, to W., by whom she had two sons who survived her. Four of her nephews and neices, grandchildren of the original testator, were alive at the date of her death. To one of them, a nephew J., she appointed the residue of the settled legacy.

J. had received certain property under his father's will on condition that he assigned, for the benefits of R.'s issue, any interest to which he might become entitled in the settled legacy either under the original will or under the exercise of the power of appointment. In compliance with this condition J. had executed in 1919 a deed whereby he assigned for the benefit of R.'s children all his present and future interest in the settled legacy.

1. [1947] 1 All E.R. 643.

It was clear from other evidence that in exercising the power of appointment in favour of J., R. did not intend to confer any benefit on him, but anticipated that he would use the appointed property for the benefit of her two sons. She had indicated her intention to this effect in a letter to J., portion of which read, " It is scarcely to be imagined that any question will arise that would possibly deprive your cousins " (the writer's children by W.) " of their just inheritance, and I have only exercised my power of appointment under your grandfather's will in case by any possibility any difficulty should arise and must in that event trust to your honour that reparation should be made."

Vaisey J. was satisfied that the appointment to J. was invalid as constituting a fraud on the power, even though, as he held, J. had not succeeded in assigning, by the 1919 deed, any interest he might take under an appointment since at the date of the deed such an interest was a mere expectancy. From the authorities the following propositions could be derived :

(i) that an intention to benefit a non object may vitiate whether the intention is successfully achieved or not ;
(ii) that it is not necessary to establish any bargain ;
(iii) that, if there were originally a corrupt intention, the onus is shifted and rests on those who seek to show it was abandoned.

It was clear that, in this case, R. had treated the settled legacy, not as property over which she had a mere power of appointment but as her own property to be dealt with as she wished irrespective of the limitations placed on the exercise of the power by the donor. She had exercised the power solely with the intent to benefit persons who were not objects of it. Indeed this case was all the more glaring in that the persons on whom the benefit was intended to be conferred were not merely negatively non objects but were " the very persons whom the donor of the power has positively and affirmatively pointed out as disqualified from becoming participants of his bounty."

W. J. ARCHER
R. G. de B. GRIFFITH.

TORT : CAUSATION—COMMON SENSE TEST.

Yorkshire Dale S. S. Coy. v. Minister of War Transport.[1]

By the terms of a charter-party responsibility for war risk was cast on the respondent and the question to be decided was whether the damage sustained by the Appellant was the result of a war-like operation or of the ordinary perils of the sea.

Briefly, the facts were as follows : A ship requisitioned by the Minister of War Transport was insured by the owners against marine risk. While sailing in convoy and admittedly engaged in a war-like operation—namely, the conveyance of war stores—the ship stranded. There was no improper or negligent navigation on the part of the ship, the stranding

1. [1942] A.C. 691.