

charged from the other ships in port over 6,000 tons of coal, which was equal to six and a quarter days' normal work. The steamer was unable to get into berth until after the termination of the strike, owing to the delay in discharging the other ships by reason of the strike. The question was whether the shipowner was entitled to treat as lay days the $6\frac{1}{4}$ days' work performed during the progress of the strike, and the House of Lords (Lords Parker, Sumner, Parmoor and Wrenbury) held, affirming the Court of Appeal, that he was, because to the extent of $6\frac{1}{4}$ days the discharge of the cargo had not been delayed by the strike.

WILL — CONSTRUCTION — GIFT TO CHILDREN — PROPERTY TO REMAIN IN TESTATOR'S FAMILY—RESTRICTIONS AGAINST SELLING OR MORTGAGING—FEE SIMPLE.

Gardiner v. Dessaix (1915) A.C. 1096. This was an appeal from the Supreme Court of New South Wales, and turns upon the construction of a will whereby the testator gave his property to trustees and provided "as to my house and property in the city of Sidney, I direct that the same shall not be disposed of, mortgaged or incumbered in any way whatsoever, but shall remain for the benefit of my wife and children free from the control of their respective husbands and wives, so that the same shall remain in my family from time to time forever hereafter, the rents and profits arising out of the said property to be equally divided between my said children (naming seven children), also my said wife, Mary Erwin, for her life use only, and after her death same to revert back and her share to be equally divided among my aforesaid children or the issue thereof respectively." The problem the Court was called on to decide was what estate the children of the testator took under the foregoing devise? The Court below held that they took an estate in fee tail, but the Judicial Committee of the Privy Council (Lords Haldane, Parker, and Sumner) reversed the Colonial Court, and held that the children took in fee simple. The restriction as to sale and mortgaging, and the direction that the property was to remain in the testator's family, in their Lordships' opinion, were not necessarily inconsistent with the *prima facie* meaning of the words of gift, which, being a gift of the rents and profits for an undefined time, *prima facie* constituted a gift in fee.