

codicil contended that the codicil inferentially revoked the residuary bequest in the will, but Eve, J., decided that all that passed by the codicil was such portion of the residue (if any) as might ultimately turn out not to have been effectually disposed of by the will, and that there was no revocation of the clear and unambiguous gift of the residue contained in the will.

WILL—CONSTRUCTION—REAL ESTATE—DEVISE TO A. "OR HIS ISSUE"—ESTATE TAIL—WORDS OF LIMITATION OR SUBSTITUTION.

*In re Clerke, Clowes v. Clerke* (1915). 2 Ch. 301. In this case a will was in question whereby the testator devised a remainder in real estate to his brother S. H. Clerke "or his issue." S. H. Clerke survived the testator but predeceased the tenant for life leaving 3 children and 3 grandchildren. The question was whether the words "or issue" were words of substitution or limitation. If they were words of substitution it was conceded the 3 children and 3 grandchildren would take as joint tenants; but if they were words of limitation then S. H. Clerke took as tenant in tail, and his eldest son alone would be entitled. Eve, J., decided that the words were words of limitation and created an estate tail in S. H. Clerke.

DOCK—CONTRACT FOR USE OF DOCK—EXEMPTION CLAUSE—DAMAGE TO SHIP FROM UNFITNESS OF BLOCKS PROVIDED BY DOCKOWNER—LIABILITY OF DOCKOWNER.

*Pyman S.S. Co. v. Hull and Barnsley Ry.* (1915) 2 K.B. 729. The Court of Appeal (Lord Reading, C.J., Eady, L.J., and Bray, J.) have affirmed the decision of Bailhache, J. (1914) 2 K.B. 788 (noted *ante* vol. 50, p. 431). It may be remembered that the action was by shipowners against dockowners for damages sustained by the plaintiffs' ship by reason of the insufficiency of the blocks supplied by the defendants, which, by the agreement between the parties, the defendants were to supply. The contract provided that the defendants were not to be liable "for any accident or damage to a vessel going into or out of, or whilst in the dock"; and Bailhache, J., held that this exemption protected the defendants from liability for damages occasioned by the insufficiency of the blocks provided.

CRIMINAL LAW—TRADING WITH THE ENEMY—OBTAINING GOODS FROM ENEMY—TRADING WITH THE ENEMY ACT, 1914 (4-5 GEO. 5, c. 87), s. 1.

*The King v. Oppenheimer* (1915) 2 K.B. 755. This was a