known as "Aukerwyke." Eve, J., held that the words "and in which I now reside," were a mere additional description of the property, and were not indicative of any intention that the whole of the property known as "Aukerwyke" at the time of the testator's death should not pass, but only that so known at the date of the will. He, therefore, held that the will must be construed as speaking at the time of the death of the testator, there not being any contrary intention manifested therein, and that under the devise the whole of the property known as "Aukerwyke" at the testator's death passed to the devisee. He also held that a power to trustees to invest in "preference stock" did not authorize an investment in preference shares, though the difference between the two is minute.

TRADE MARK—RECTIFICATION OF REGISTER—TRADE MARK NOT CALCULATED TO DECEIVE—USER OF MARK IN CONNECTION WITH DECEPTIVE GET-UP OF GOODS — APPEAL — STAY OF ACCOUNT PENDING APPEAL.

In *Coleman* v. *Smith* (1911) 2 Chy. 572, two points are decided by Eady, J.; first, that were a trade mark unobjectionable in itself is used in connection with goods so got up as to be calculated to deceive, though an injunction be granted against the deceptive get-up, that is no reason why the trade mark should be removed from the register. And second, that an account of profits in a passing off action, will not be stayed pending an appeal, unless it is shewn that irreparable injury is likely to ensue by proceeding therewith. On the merits, however, the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.) reversed the decision of Eady, J., holding that there was no intention to deceive and no evidence of any actual deception in the get-up of the defendants' goods.

GAMING DEBT—ILLEGAL CONSIDERATION—GUARANTY TO BANK TO ENABLE PRINCIPAL TO PAY A LOST BET—GAMING ACT, 1845 (8-9 VICT. C. 109)—GAMING ACT, 1892 (55-56 VICT. C. 9) S. 1—(R.S.O. C. 329) SS. 1, 2.

In re O'Shea (1911) 2 K.B. 981. In this case the point in controversy was whether a debt in respect of which a creditor presented a petition in bankruptcy, was void under the gaming Acts. The facts were that in 1903 the creditor had lent the debtor £1,000 for the purpose of betting on horse races, any profits resulting to be equally divided. In the same year the