

liable for the loss. The defendants appealed on the ground that the lessor was not a party to the agreement as to storage and could get no benefit from a contract to which he was not a party; and also that the lessor could not recover because the bringing of a drum of spirit on the premises was not a storing of it on the premises within the contract. The Court of Appeal (Bankes, Warrington and Atkin, L.JJ.) agreed with the defendants' contention, but, nevertheless, without calling on the plaintiffs affirmed the judgment on the ground that the defendants' servant in filling the tin was acting within the scope of his employment and was bound to exercise reasonable care, and that the lighting of a match and throwing it on the floor while engaged in the work was a neglect to exercise reasonable care for which the defendants were liable.

GAMING—PARTNERSHIP FOR CARRYING ON BETTING BUSINESS—  
LEGALITY OF BUSINESS.

*Jeffrey v. Bamford* (1921), 2 K.B. 351. This was an action by a firm of bookmakers to recover certain moneys paid by them to the indorsees of cheques given her in respect of bets won by her on horse races. The defendant set up that book-making was an illegal business and the plaintiffs had no right of action. In other transactions the defendant had lost but had not paid certain bets. The action was brought under the Gaming Act 1835 s. 2 (see R.S.O. C. 217, s. 3). Notwithstanding the dictum of Moulton, L.J., in *Hyams v. King* (1908), 2 K.R. 696, 718, and the opinion of Darling, J., in *O'Connor v. Ralston* (1920), 3 K.B. 451, McCardie, J., held that the carrying on of a betting business is not *per se* illegal and that the defendants were entitled to recover.

CRIMINAL LAW—INDICTMENT—UNCERTAINTY.

*Re v. Molloy* (1921), 2 K.B. 364. The Court of Criminal Appeal (Darling, Avory and Sankey, JJ.) held that an indictment charging two separate felonies in the alternative is bad for uncertainty, *e.g.*, in this case the indictment charged that the prisoner "stole, or with intent to steal, ripped and severed or broke" certain fixtures. The form in Archbold's Criminal Law (25th ed.) was held to be incorrect.