

GAMING—COMMON GAMING HOUSE—SHOP CONTAINING AUTOMATIC GAMBLING MACHINE—GAMING HOUSE ACT, 1854, (17 & 18 VICT., c. 38) s. 4—(CR. CODE, s. 196.)

In *Fielding v. Turner* (1903) 1 K.B. 867, a case was stated by justices. The defendant was convicted of keeping a common gaming house. The facts proved being that he kept a shop in which was kept a nickel-in-the-slot machine which was operated by persons frequenting the shop by putting a penny in the machine and pressing a spring, and according to the amount of pressure applied the money was either returned or a ticket was produced entitling the operator to two penny worth of goods sold in the shop, or the money was retained without any value being given therefor. And it was proved that men and boys had frequented the shop, and had won and lost money by means of the machine. The Divisional Court (Lord Alverstone, C.J., and Wills, and Channell, JJ.) affirmed the conviction.

LANDLORD AND TENANT—LEASE—AGREEMENT BY LESSEE TO PAY "OUTGOINGS"—ORDER BY SANITARY AUTHORITY TO RECONSTRUCT DRAINS.

Stockdale v. Ascherberg (1903), 1 K.B. 873, was a suit by landlord against tenant. The demise was for three years and the lessee agreed to pay all 'outgoings' during the term. During the tenancy the landlord in compliance with an order from the sanitary authority re-constructed the drains of the demised premises, and now claimed to recover the costs of so doing from the tenant, and Wright, J., held that this was an 'outgoing' within the meaning of the agreement.

COMMON CARRIER—DAMAGE TO GOODS IN COURSE OF CARRIAGE—INHERENT DEFECT IN GOODS—CARRIERS, LIABILITY OF.

In *Lister v. Lancashire & Yorkshire Ry.* (1903), 1 K.B. 878, the plaintiff sought to recover from the defendants as common carriers damages resulting to an engine which the plaintiff had delivered to the defendants for carriage. The engine in question was on wheels and fitted with shafts to allow it to be drawn by horses. The defendants were drawing it by their horses to their railway station, when, owing to its rotten condition (unknown both to the plaintiff and defendants), one of the shafts broke, the horses ran away and overturned the engine, occasioning the damage complained of. The County Court Judge who tried the action found