

to make reparation, and had since been leading an honest life, they thought the interests of justice would be best served by discharging the prisoner which was accordingly done.

VOLUNTEER CORPS—COMMANDING OFFICER ORDERING GOODS FOR CORPS—LIABILITY.

Samuel v. Whetherly (1907) 1 K.B. 709. In this case the defendant's testator was the commander of a volunteer corps and had personally ordered a supply of goods from the plaintiff for the use of his corps, and the question was whether he had thereby made himself personally liable for payment thereof. Walton, J., held that he was personally liable and judgment was accordingly given against the defendant for the amount claimed which was over \$11,000.

GAMING AND WAGERING—GAMBLING IN FOREIGN COUNTRY—LOAN FOR GAMBLING—CHEQUE GIVEN FOR GAMBLING—GAMING ACT, 1710. (9 ANNE c. 14) s. 1—GAMING ACT, 1835 (5-6 WM. IV. c. 41) s. 1—(R.S.O. c. 339, s. 1).

In *Moulis v. Owen* (1907) 1 K.B. 746 the plaintiff sought to recover a cheque given by the defendant in Algiers, drawn on an English bank, partly in payment of money lent by the plaintiff to the defendant to enable the defendant to gamble at cards in Algiers, and the balance in payment of money won at cards by the plaintiff at Algiers. According to the law of France the consideration for the cheque was legal. Darling, J., who tried the action gave judgment for the plaintiff, but the Court of Appeal (Collins, M.R., and Cozens-Hardy and Moulton, L.JJ.) held that the case was governed by English law, the cheque being drawn on an English bank and payable in England; and that according to the Gaming Act, 9 Anne c. 14, s. 1, as amended by 5-6 Wm. IV. c. 41, s. 1, (R.S.O. c. 339, s. 1), the cheque must be deemed to have been given for an illegal consideration, and therefore the plaintiff could not recover, Moulton, L.J., however, dissented, on the ground that the Statute of Anne applies, in his opinion, only to gaming in England and did not apply to gaming in other countries where it was not unlawful.

SHIP—CONTRACT OF CARRIAGE—CONSTRUCTION—DAMAGE CAPABLE OF BEING INSURED.

In *Nelson v. Nelson* (1907) 1 K.B. 769 the Court of Appeal (Collins, M.R., and Cozens-Hardy and Moulton, L.JJ.) have