implied, to restore the goods bailed. As Lord Coleridge put the case:—

"He is guilty of the offence, not because he has broken a contract which he was incapable of making, but because, being capable of becoming a bailee of these goods, and having become one, he dealt with the goods in such a manner as, by the terms of the Act, to render him guilty of the crime of larceny."

Doubts having been raised as to the correctness of this decision, the case was subsequently re-argued before Lord Coleridge, Grove and Denman, JJ., Pollock, B., Field, J., Huddleston, B., Manisty, Hawkins, Mathew, Cave, Day, Smith, and Wills, JJ., when it was announced that a majority of the judges were of opinion that the conviction was right.

MORTGAGE—FIXTURES—DRIVING BELT OF MACHINERY.

In *Sheffield* v. *Harrison*, 15 Q. B. D. 358, the Court of Appeal, approving *Longbottom* v. *Berry*, 5 Q. B. 123, held that a leather belt used for driving machinery on mortgaged property was part of the machinery, which, as fixtures passed, to the mortgagee, without the necessity of his registering any bill of sale.

AGENT BETTING FOR PRINCIPAL—ACTION BY PRINCIPAL TO RECOVER FROM AGENT MONEY WON BY BETTING.

The Court of Appeal in *Bridger* v. *Savage*, 15 Q. B. D. 363, while affirming Coleridge, C.J., overrule *Beyer* v *.Adams*, 26 L.J., Chy. 841, and hold that when a man employs another to bet for him, and the agent accordingly bets and wins, and receives the money, the principal may recover from the agent the money so received, notwithstanding that, by Impl. Stat. 8 & 9 Vict. c. 109 sec. 18, all contracts by way of wagering are null and void. The ground of the decision is thus stated by Bowen, L.J.:—

"Now with respect to the principle involved in this case, it is to be observed that the original contract of betting is not an illegal one, but only one which is void. If the person who has betted pays his bet he does nothing wrong; he only waives a benefit which the statute has given him, and confers a good title to the money on the person to whom he pays it. Therefore when the bet is paid the transaction is completed, and when it is paid to an agent it cannot be contended that it is not a good payment for his principal. If not, how monstrous it would be that the agent who has received money which belongs to his principal, and which he received for his principal, and only on that account, should be allowed to say that the payment was bad and void. The truth is that the contract under which he received the money for his principal is not affected by the collateral contract, under which the money was paid to him."

The rule, therefore, is established by this case, that when an agent receives money for his principal under a void contract, he cannot set up the invalidity of the contract under which the money was paid, as a defence to an action by the principal for the money so had and received.

MARINE INSURANCE—CONCEALMENT BY INSURER OF A MATERIAL FACT.

Tate v. *Hyslop*, 15 Q. B. D. 368, is an important decision by the Court of Appeal, affirming the judgment of a Divisional Court of the Queen's Bench Division, on a question of mercantile law. The action was brought to recover on certain policies of marine insurance. At the time of effecting the insurance, which included risks to crafts and lighters, it was known to the plaintiff that the underwriters charged a higher rate of premium when the insurance was "without recourse to lightermen" (which meant where the lighterage was to be done on the terms that the lightermen were not to be liable as common carriers, but only for negligence) than they charged when there was such recourse, and the lightermen were liable as common carriers. At the time of effecting the insurance the plaintiff had an arrangement with a lighterman to do all the plaintiff's lighterage on the terms that he was only to be liable for negligence. This arrangement the plaintiff did not communicate to the underwriter. The loss occurred whilst the goods insured were on the lighters. The question for the Court was whether the concealment of the arrangement with the plaintiff's lighterman invalidated the policy; and the Court held that it did. The rule of law on which the Court proceeded is thus laid down by Bowen, L.J.:—

"It is established law that a person dealing with underwriters must disclose to them all the material facts that are known to himself and not to them, or, at all events, are facts which they are not bound to know. What are material facts has been defined by authority. It is the duty of the assured to communicate all facts within his knowledge which would affect the mind of the underwriter at the time the policy is made, either as to taking the contract of insurance, or as to the premium on