

damages to plaintiffs' ship while in the defendants' dock. The contract expressly provided that the owner of the vessel using the dock must do so at his own risk, and it was expressly provided "that the company are not to be responsible for any accident or damage to a vessel going into, or out of, or whilst in the dock" whatsoever may be the nature of such accident or damage, or howsoever arising. The defendants were by the agreement to provide blocks on which the keel of the vessel rested. These blocks proved to be uneven, owing to the defendants' negligence, and the vessel was consequently damaged; it was contended by the plaintiffs that the exemption clause did not relieve the defendants, as the damage was caused by their negligence, and the cases in which it has been held that such clauses do not exempt a shipowner from liability for unseaworthiness were relied on; but Bailhache, J., who tried the action, held that, although general words in a contract exempting the contractor from liability for damage caused by a breach of contractual duty may be inoperative where the duty is a *prima facie* absolute duty such as that of a shipowner under a contract of affreightment to provide a seaworthy ship, it is otherwise where the contractor's duty is only to exercise due care; that under the contract in question there was not an absolute duty to provide blocks fit for the purpose for which they were to be used, but only to take care that they were reasonably fit; and that, therefore, the exemption clause in the contract in this case, though expressed in general words operated to exempt the defendants from liability for the damage though caused by their negligence.

GAMING—BETTING HOUSE—USING A HOUSE—PERSONS RESORTING TO BETTING HOUSE—BETTING ACT, 1853 (16 & 17 VICT. C. 119), s. 1—(R.S.C. c. 146, ss. 227, 228; 10 EDW. VII. C. 10, s. 1(D.)).

*Taylor v. Monk* (1914) 2 K.B. 817. This was a prosecution for keeping a betting house contrary to the statute, Betting Act, 1853. The defendant used a house in the following way. He employed two servants to stand respectively close to the doorway, one inside and the other outside. Persons passing along the street handed betting slips to the man outside, who handed them on to the man inside without moving from his position, who subsequently sent them to the defendant at another address. The slips related to bets on horse races. The defendant was convicted and on a case stated by the justices the Divisional Court (Channell, Scrutton and Bailhache, JJ.) affirmed the conviction.