

against him on the cheque (which was adopted by Manisty, J., in his judgment in *Cambefort v. Chapman*, and which also is laid down as law in "Byles on Bills," 15th ed., p. 311), was of opinion that the authorities cited for that proposition do not support it. Although, therefore, a judgment against the co-guarantor on the guaranty itself would have discharged the defendant, yet a judgment on a collateral contract such as the cheque, though given for the same liability, does not have that effect.

GAMING—BETTING HOUSE—BETS MADE BY LETTER OR TELEGRAM—"RESORTING,"
MEANING OF—EVIDENCE—ADDING COUNT, AFTER ELECTION TO BE TRIED BY
JURY.

The Queen v. Brown, (1895) 1 Q.B. 119; 15 R. Jan. 415, was a case stated by a recorder. The defendant was indicted for keeping a betting house. The first count charged him, as the occupier of a certain house and rooms therein, with having, on the 17th and 18th April, 1894, opened, kept, and used the said rooms in the said house for the purpose of betting with persons resorting thereto. On this count the recorder charged the jury that it was not necessary for a conviction that the defendant's house should have been used for the purpose of betting with persons who physically came to the house; but that if the house were used by the defendant as an office to which persons who wished to bet with him were to send their communications, and if persons were in the habit of sending letters and telegrams to him there, directing him to make bets with him, such persons resorted to the house within the meaning of the Act, and the jury might find the defendant guilty. This was held by the Court for Crown Cases Reserved (Lord Russell, C.J., and Hawkins, Charles, Wright, and Collins, J.J.) to be misdirection, and the conviction on this count was quashed. By the second count he was charged, as such occupier, with having, on the same days, opened, kept, and used the rooms in the house for the purpose of money being received by and on behalf of him as a consideration for an undertaking, promise, and agreement to pay thereafter money on the contingency of and relating to horse races. The defendant objected to this count, on the ground that he was summoned before a magistrate on the charge contained in the first count only, that he then elected to be tried by a jury, and that there was no power to add the second count when the case