Stirling, L.JJ.) however, disagree with him, being of opinion that the clause included unfitness of the ship to carry cargo as well as unfitness to encounter the perils of navigation, and that the defect which caused the damage being one which the defendants had not taken reasonable means to guard against, they were liable for the damage resulting therefrom, and that even if the clause in question had been omitted the defendants were nevertheless liable under this implied warranty of seaworthiness.

PRINCIPAL AND AGENT—CONTRACT MADE BY AGENT IN NAME OF PRINCIPAL BUT FOR HIS OWN BENEFIT—LIABILITY OF PRINCIPAL — UNAUTHORIZED ACT OF AGENT.

In *Honnbro* v. *Burnand* (1903) 2 K.B. 399, the defendant Burnaud was employed by certain underwriters as their agent to underwrite policies in their names and on their behalf. Purporting to act under that authority he underwrote in their names a policy guaranteeing the plaintiffs that a certain company would repay to the plaintiffs certain advances made by them to the company. At the time Burnand knew the company was insolvent, but was personally interested in keeping it afloat, and in underwriting the policy was acting in his own interests and not for the interest of his principals. The company having failed to repay the advances, the plaintiffs sought to recover on the policy. The premium was never paid to Burnand or any of his principals on whose behalf he assumed to underwrite the policy. Bigham. J., who tried the action, held that the act of Burnand did not bind his principals. In the course of an elaborate review of the authorities he refers to *North River Bank* v. *Aymar* (1842) Hill 262, an American case, and comes to the conclusion that it was wrongly decided for the reasons given by the dissenting judge, Nelson, C.J.

GAMING—WHIST PLAYED FOR PRIZES—WAGERING.

Lockwood v. *Cooper* (1903) 2 K.B. 428, will probably be read by card players with interest inasmuch as a Divisional Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) there hold that a game of whist played on licensed premises for prizes given by third persons does not constitute "gaming" within the meaning of a licensing act. See *Rex* v. *Laird*, ante, p. 624.