

REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

BETTING — PLACE USED FOR BETTING — CLUB — BETS MADE BETWEEN MEMBERS ONLY—MEMBERS ACTING AS BOOK-MAKERS—"BETTING WITH PERSONS RESORTING THERETO—BETTING ACT, 1853 (16-19 VICT. c. 119) ss. 1, 3—(CR. CODE s. 227 AS AMENDED 1910 (D.), c. 10, s. 1).

Jackson v. Roth (1919) 1 K.B. 102. This was a case stated by a magistrate. The defendants were prosecuted for an offence against the Betting Act, 1853, ss. 1, 3 (see Cr. Code, s. 227, as amended by 1910 (D.), c. 10, s. 1). The facts were that the defendants were members of a social club in whose premises a place was set apart and used for the purpose of betting on horse races by members of the club with each other, and to the place in question the defendants had resorted and betted with each other. The club was a bona fide social club and non-members were not knowingly admitted thereto. The magistrate had held that no case had been made out by the prosecutor, but a Divisional Court (Darling and Avory, JJ.) held that as a social club and for social purposes the club was a legitimate place of meeting, but that it was illegitimately used for the purpose of betting, and in resorting thereto for the purpose of betting the defendants committed a breach of the Betting Act and should have been convicted, and the case was accordingly remitted to the magistrate.

COPYRIGHT — ASSIGNMENT — ASSIGNMENT OVER — ROYALTIES —LIABILITY OF SECOND ASSIGNEE—CHARGE—VENDOR'S LIEN.

Barker v. Stickney (1919) 1 K.B. 121. This was an appeal from the decision of McCardie, J. (1918) 2 K.B. 356, noted *ante* p. 25. The case was whether or not an assignee of a copyright, taking from an assignor who was under obligation to pay royalties, was also bound to pay the royalties, he having entered into no express obligation so to do. McCardie, J., held that he was not liable, and the Court of Appeal (Bankes, Warrington, and Scrutton, L.JJ.) have now affirmed his decision. The rules which McCardie, J., stated, as governing the question of the reservation of a vendor's lien, were not, however, approved.