

as Byrne, J., decides that a consent judgment in such an action against one of the joint contractors will operate as a release of the other contractors, as against whom judgment has not been obtained. *Weall v. James* (1893) 68 L. T. 54, established that if the judgment against one is recovered *in invitum*, it will not have that effect as against the other joint contractors.

**GAMING**—PURCHASE AND SALE OF SHARES—MONEY DEPOSITED TO ABIDE THE EVENT—GAMING ACT, 1845 (8 & 9 VICT., c. 109), s. 18—(CRIM. CODE, s. 201).

*In re Cronmire* (1898) 2 Q.B. 383, although a decision arising in bankruptcy, may be usefully referred to as governing transactions of a gaming character in reference to the sale and purchase of shares. In this case gaming transactions between a stockholder and his client for differences on the sale and purchase of shares resulted in a balance in favour of the client. The broker agreed to sell certain stock to the client in settlement of the balance due, and forwarded a contract note to the client. The stock not having been delivered, the client claimed to prove against the broker's estate in bankruptcy for damages for non-delivery of the stock; but the Court of Appeal (Smith, Williams and Rigby, L.J.J.), held that, as the balance resulting from the gambling transactions was not recoverable, there was no valid consideration for the promise to deliver the stock, and therefore that the proof must be rejected. (See Cr. Code, s. 201.) The client had deposited money to cover any loss which might arise on the gaming transactions, a balance of which still remained in the broker's hands to the credit of the client, and as to this sum the Court of Appeal held that the client was entitled to prove against the broker's estate, as the money had not been used for the purpose for which it was deposited.

**STATUTORY DUTY**—FACTORY—NEGLECT TO FENCE MACHINERY—PENALTY—MASTER AND SERVANT—COMMON EMPLOYMENT—FACTORY AND WORKSHOP ACT, 1878 (41 AND 42 VIC., c. 16), s. 5, SUB-S. 4; SS. 81, 82, 86, 87—(R.S.O., c. 256, s. 20).

*Groves v. Wimborne* (1898) 2 Q.B. 402, was an action brought by a servant against his master to recover damages for breach by the latter of a statutory duty to fence machinery,