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CURRENT TOPICS AND CASES.

An important contribution to the jurisprudence on the subject of gaming transactions was made by Mr. Justice Doherty, in the Superior Court, Montreal, in deciding the case of *Perodeau v. Jackson*, on the 10th December, 1892. It appeared that the plaintiff had deposited a sum of money in the hands of defendants, his brokers, as margin for speculative stock transactions which, admittedly, were mere *jeux de bourse*. After the transactions were completed a certain sum remained in the hands of the brokers, and this was the amount claimed by the plaintiff. The Court held that an action lay for the recovery of the balance, which appeared by an account rendered by the brokers, after deduction of all losses incurred in the transactions. The Court treated the deposit of margin as a pledge, and held that the illicit nature of the debt to secure which a pledge is given, is not a ground which the pledgee can invoke as entitling him to retain the pledge,—more especially where the pledge is given, as in the present case, to secure merely an eventual indebtedness, which, whether licit or illicit, has never existed, the event on which it was to come into existence not having occurred.

In *Adams v. Boucher*, the Court of Review, Montreal, Nov. 30, 1892, decided an interesting point as to the