of a contract of sale by way of wagering. The English Statutes 8 & 9 Vict. c. 109, s. 18, provides that all such contracts shall be void, and then, by way of legislative exposition of that branch, proceeds to enact that no suit shall be brought or maintained for recovering any sum of money, &c. alleged to have been won upon any wager, or which shall have been deposited in the hands of any person to abide the event upon which any wager shall have been made, with a proviso in favor of subscriptions to prizes for lawful games; this therefore, in the first place, prevents the winner from bringing an action to recover the bet from the loser, and, in the next place, from recovering it from the stakeholder, and, in view of the first, the latter provision is held to have been necessary, see Varney v. Hickman, 5 C. B. 271. There are several of the older cases, such as Barjean v. Walmsley, 2 Str. 1249; Alcinbrook v. Hall, 2 Wils. 309; Robinson v. Bland, 2 Burr. 1077, and others, in which it was held that gaming securities for money lent at play are void by the Statute of Anne, (the Statute of Charles not meddling with money *lent,*) but that gaming contracts are not. These cases, however, may be treated as overruled by Applegarth v. Colley, 10 M. & W. 723, where the strong inclination of the Court's opinion was that, though the security alone is in terms made void, yet, by necessary implication, the contract is made void also.[10] But then the Court held, that one great object of the Statutes was to prevent gaming on credit, and to confine parties playing for money to such sums as they should pay down at the time of play, and therefore the deposit of money in the hands of a stakeholder before a race is run or a game played, to be handed to the winner, was what the legislature, supposing that the parties were to engage at play at all, meant to encourage, and was in no fair sense gaming upon a ticket or credit, but was indeed the only sort of gaming for ready money that the nature of the case admitted. The plea there was, that a certain sum of money was received by the defendant, as stakeholder, in a race between a horse of the plaintiff and horses belonging to others, for a

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contract, the burden of establishing its invalidity rests on the party asserting it. Dryden v. Zell, 104 Md. 347; King v. Zell, 105 Md. 440 and cases *supra.*

Where a broker is privy to a wagering contract and brings the parties together for the purpose of entering into it, he is *particeps criminis* and cannot recover for services rendered or losses incurred by him in forwarding the transaction. Stewart v. Schall, 65 Md. 289. Cf. State v. B. & O. R. R. Co., 34 Md. 344.

A broker who contracts to purchase stock for a customer must, in order to enable him to recover on the contract, have at all times in his name or under his control either the shares purchased, or an equal amount of other shares of the same stock. Hoogewerff v. Flack, 101 Md. 388; German Bank v. Renshaw, 78 Md. 489; Billingslea v. Smith, 77 Md. 504; Price v. Gover, 40 Md. 102; Worthington v. Tormey, 34 Md. 182; Rosenstock v. Tormey, 32 Md. 178.

[10] The point, however, seems still unsettled in England. See Saxby v. Fulton, (1909) 2 K. B. 208; Moulis v. Owen, (1907) 1 K. B. 746.