description of which in indictments, see Art. 30, sec. 85);[13] but the third section above cited has not been retained.

In Cannan v. Bryce, 3 B. & A. 179, which is a leading case, and has lately been recognized in Pearce v. Brookes, 1 L. R. Exch. 213, it was determined that money lent and applied by the borrower, for the express purpose of settling losses on illegal stock-jobbing transactions under Stat. 7 Geo. 2, c. 8, (which imposed penalties on parties *paying or receiving* money to compound differences,) to which the lender was, however, no party, could not be recovered back by him; and the C. J. observed that the Stat. of Geo. 2 differed from the Statute against gaming, for the latter contains no prohibition against the payment of money lost at play, though it enables the loser to recover back his money within a limited time, &c. But in McKinnell v. Robinson, 3 M. & W. 441, it was held that money lent to play an illegal game like hazard, prohibited by Act of Parliament to be played either in public or in private, could not be recovered.[14] And Lord Lyndhurst approved this case in Quarrier v. Colston, 1 Phill. 151, where, however, it was determined that money won at play, or lent to gamble with, in a country where the games in question were not illegal, might be recovered.[15] By the law, therefore, as it stood under the Act of 1842, ch. 190, money lent for the purpose of playing at any of the games prohibited by the fourth section would, it seems, not

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and under Code 1904, Art. 27, sec. 202. Hence where a partnership is formed in this state to make books on races to be run in another state, no recovery can be had on a promissory note made by one of the partners to the other as his contribution to the capital of the firm, although book making on races is not unlawful in the latter state. Spies v. Rosenstock, 87 Md. 14.

[13] Code 1904, Art. 27, sec. 441. Cf. Wheeler v. State, 42 Md. 563.

[14] When the consideration of a note is, in whole or in part, money loaned for gambling purposes, both the note and the judgment recovered thereon are void, and execution on the judgment will be enjoined by a court of equity. Emerson v. Townsend, 73 Md. 224; Spies v. Rosenstock, 87 Md. 14. Cf. Md. Trust Co. v. Mechanics' Bank, 102 Md. 608.

But it has been held that if one requests another to pay the former's lost bets, the money so paid may be recovered. Read v. Anderson, 10 Q. B. D. 100; 13 Q. B. D. 779. Cf. Thwaites v. Coulthwaite, (1896) 1 Ch. 496. Also that where plaintiff employed defendant on commission to place bets for him, plaintiff might recover the winnings thereby made. Bridger v. Savage, 15 Q. B. D. 367. But see the later cases of Tatam v. Reeve, (1893) 1 Q. B. 44; Saffery v. Mayer, (1901) 1 K. B. 11.

[15] Quarrier v. Colston *supra* was followed on this point in Saxby v. Fulton, (1909) 2 K. B. 208. In the similar case of Moulis v. Owen, (1907) 1 K. B. 746, the action was on the *security* as distinguished from the *consideration*. There defendant gave plaintiff in Algiers a check on an English bank in payment of money lent for gambling purposes, the consideration being legal according to French law. In an action on the check it was held by the Court of Appeal (one of the three judges dissenting) that no recovery could be had.