have been recoverable. In Foot v. Baker, 6 Scott N. R. 301, it was held that money lent by a licensed publican, for the purpose of enabling a guest to play, could not be recovered, for the "knowingly suffering any unlawful games or any gaming whatsoever" upon the premises was an offence against the tenor of the publican's license, and subjected him to certain penalties. On a like principle, persons within the provisions of the sections of the Code above cited can not recover money lent by them for gambling purposes. But it should seem that the case of Cannan v. Bryce ought to be understood with this reservation, that if the lender merely hand the money over into the absolute control of the borrower, he will not be prevented from recovering it, because or although he may have reason to suppose it will be employed illegally, see Cheney v. Duke, 10 G. & J. 11.

The Statute of 9 Ann. c. 14, was recognized as being in force here in Hook v. Boteler, 3 H. & McH. 348, where the gaming was for money and the payment was in goods, and the plaintiff, the loser, recovered in an action for money had and received; and it was also recognized as in force in Gough v. Pratt, 9 Md. 526. There A. executed a single bill to B. for money lost at play. B. assigned it to C., who recovered judgment against A. and issued execution. A. thereupon filed his bill for an injunction to stay all further proceedings on the judgment and execution. The defendant insisted that the Act of 1813, ch. 84, Code, Art. 30, sec. 61,[16] impliedly repealed this Statute, and that it did not *avoid* securities taken
481 for gambling debts, *but rendered them *voidable* only, and hence the demand ought to have been resisted at law, and, failing that, equity could give no relief. But the Court of Appeals said that they could see nothing in that or any previous law which repealed the Statute of Anne—that the laws were not so inconsistent as to require that the Statute should be considered as repealed by our legislation. "And," said the Court, "in reference to whether a suit could or could not be maintained upon a security given for a gambling consideration prior to the Act of 1813, if the proviso of that Act has any relation to such securities, it can only be regarded as a legislative interpretation of what was the previous law on the subject, which interpretation is not binding on us, unless we think it correct, which we certainly do not, (*query*, however, if the Act of 1813, ch. 84, was not repealed by the Act of 1842, ch. 190, sec. 10.) Accordingly it was held, 1°, that the single bill was void when given; 2°, that relief would be given in equity against a judgment upon a bond on a gaming consideration, though the defence had not been asserted at law;[17] and 3°, that it made no difference that the judgment was re-

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[16] Code 1904, Art. 27, sec. 210.

[17] Emery v. Townsend, 73 Md. 224; Huntington v. Emery, 74 Md. 70. In Baxter v. Deneen, 98 Md. 181, it is held that a party to a gambling contract in stock who has placed the sum wagered in the possession of the other party as margins cannot on repudiating the transaction before the wager is decided obtain the aid of a court of equity to recover the money. The court said that if the plaintiff desired to repudiate the contract and sue for the margins deposited as constituting the stakes of