

mainder or succession. In *Parker v. Alcock*, 1 Younge, 361, A., being about to run a foot race for 1,000*l.*, prevailed on B. and C. to advance the money required for the stakes, it being agreed that bets should be made by B. and C. on A., and the winnings and losses shared and borne by all three. A. lost, and B. and C. paid for themselves and A. the bets that were lost. A. then executed to B. and C. a mortgage for his share of the money so paid by them, and subsequently sold the estate to them for a consideration, of which the money so due to them formed part. A bill was brought by the son of A. praying a declaration that he was entitled under the Statute to the estate, or at least to the mortgage, and for relief founded on that declaration, and a demurrer for want of equity was overruled. The party would of course be entitled to rents and profits from the time his title accrued, *ibid.*

It has been doubted whether an I. O. U. is a security within the Statute, *Wilkinson v. L'Eaugier*, 2 Y. & Coll. 363. It is to be noticed too, that in an action against the *drawer* of a bill it is no defence that the bill was accepted for a gaming debt, if it be endorsed over by the drawer for a valuable consideration to a third person by whom the action is brought. "No person who derives his title through the winner can make the loser pay. But for the purpose of preventing fraud, we cannot permit the defendant to set up his own gaming as an excuse," *per* Abbot C. J., in *Edwards v. Dick*, 4 B. & A. 212. So where the defendant, being indebted to the plaintiff and others for money lost at betting on a horse race, applied to the plaintiff for a loan, and the plaintiff lent him 2,000*l.* upon a deed assigning certain policies of insurance, and containing a covenant by the defendant to pay the 2,000*l.* and interest; on the settling day the defendant paid the plaintiff out of that money, and afterwards, when the plaintiff sued on the covenant, the defendant pleaded that the deed was a mortgage security, part of the consideration of which was a gaming debt, it was held that if the money was advanced in pursuance of a stipulation between the plaintiff and defendant that the former should be paid what he had won of the latter, it was a mere colourable loan and evasive of the Statute; but if there were no such stipulation, and the plaintiff advanced the 2,000*l.* as a loan for the defendant to dispose of as he pleased, the deed was valid, though the plaintiff expected to be paid out of the money so lent, *Hill v. Fox*, 4 Hurl. & N. 359.

Art. 30, sec. 61¹⁸ of the Code, above cited, contains no limitation as to the time within which the loser may recover back money lost at gaming. Assuming, however, the second section of the Statute of Anne to be in force, it may be well to collect here some of the decisions upon it.

In *Rawdon v. Shadwell*, Ambl. 269, it was held that this section only applied to playing for ready money, and that therefore no other money could be recovered under it but what was lost and paid at the time or place of playing. But this case was overruled by *Smith v. Bond* *supra*, the Court saying, that the Statute was not confined to money lost but extends to money or other things, and gives not only an action for money had and received, but also an action of trover for goods, &c., many of

¹⁸ Code 1904, Art. 27, sec. 210.