

THE BETTING QUESTION.

They were accordingly followed, though at a protracted interval, by the 5 & 6 Wm. IV., c. 41, which, pursuing the principal of the two previous Acts, and still striking at the credit system, provides (s. 1.) that securities given for gaming debts shall be deemed to have been made for an illegal consideration (*Hill v. Ayling*, 20 L.J., Q.B. 171). After the passing of this statute the law may be shortly stated to have stood thus: All contracts for money won at play were void, but where money had been deposited in the hands of a stake-holder to await the event of a game or race, that transaction, not being a credit one, was not regarded as without the pale of the law. "We must assume (it was said in the judgment in *Applegarth v. Colley*, sup. 732, 3), that at all events since the passing of the 5 & 6 Wm. IV., c. 41, the statute of Anne must be taken to avoid all contracts for money won at play. . . But we are of opinion that money deposited in the hands of a stake-holder before a game is played or a race run, to be handed over to the winner, is precisely that sort of transaction that the legislature, supposing that the parties were to engage in play at all, meant to encourage and not to prohibit. It is in no fair sense gaming upon credit or ticket. It is, in fact, the only sort of gaming for ready money which the nature of the case admits. The legislature most wisely thought that they might with comparative safety trust persons to play for money if payment of all losses were made at the time and on the spot, and not deferred to a future occasion."

And here a short digression may be allowed. It will be seen that up to a very recent date the law looked favourably upon those who deposited their stakes and unfavourably upon those who betted on credit. The precise opposite is now the case, and the distinction at present drawn between those who bet on the ready-money system and those who bet on credit—the different measure dealt out to those professional agents, without whose assistance it is perfectly obvious that the general public could never lay a wager at all, and those amateur gamblers who simply bet among themselves—appears to us to form the most curious phase of this question. The reason pro-

pounded for the diversity calls to mind that pretty reason given by Shakespeare's fool, why the seven stars are no more than seven—because they are not eight. Ready-money betting is ready-money betting, and therefore it is immoral and dangerous, and must be put down. Now, whether political and judicial law-makers belong as a rule to the class of men who are said to be so learned as to have lost their common sense, is more than we will venture to affirm, but certainly it seems difficult for plain reason to see how a wager which, when made on the simple faith and credit of the parties entering into it, is perfectly innocent and harmless, can become wrongful and injurious when a deposit is made by one of them of his portion of the stakes. Surely most men would say that the fact of a person's making such a deposit is a proof of his *bona fides*, and a guarantee that he is betting no more than he can afford to put in hazard. But the opponents of the public agent say, with the Irishman, that the reciprocity is all on one side. The backer puts down his money, but the layer does not. This objection, if objection it be, applies to all cases where money is entrusted to an individual, or a commercial firm, or a public company, without a reciprocal security being exacted. How is it, for example, that we pay premiums to an insurance office without insisting upon having, on our side, some pledge that the sum which we expect to receive on the happening of a certain contingency, shall be paid over to us or our representatives? It is because the bare fact of the insurance office existing and plying its business as such, raises a presumption of its solvency and responsibility. The same remark applies to the case of the public betting-agent. There he is carrying on his trade, and the presumption is that he is safe. Besides, before trusting him with our money we may make all enquiries that prudence may dictate, and if it be said that in the case of a company, we have the security of the directors' names, it is answered that experience has amply demonstrated that such security is by no means in every case more reliable than that afforded by the presumption which may be reasonably drawn from the fact of a betting-house being in existence with nothing