that the plaintiff was not entitled to recover as on an account stated, but he thought that the new agreement to refrain from posting the defendants as defaulters constituted a good consideration for the promise to pay the balance and he gave leave to amend by setting up that case, and, assuming the amendment to be made, gave judgment for the plaintiff for the amount claimed. No amendment was in fact made, but the majority of the Court of Appeal (Barnes, P.P.D., and Buckley, L.J.) agreed with the view of Darling, J., and allowed the amendment to be made nunc pro tunc, but as the amendment had not been made at the trial, refused the plaintiff the costs of the appeal. Moulton, L.J., however, delivered a very able dissenting judgment, holding that the Statute of Anne had made cheques given for gaming debts a nullity and therefore the giving of time for payment thereof, or refraining from publishing to others that the defendants had made default in paying the cheque which was null and void, could not in law be a consideration for a new promise to pay it. The majority of the court, however, hold that a bet was not unlawful at common law, and no statute had made it so; that although the Statute of Anne made securities given in payment of bets void and prohibited actions to enforce such securities, yet the bet itself was not made illegal, and that it was still a debt of imperfect obligation, and the forbearance of posting the defendants as defaulters was a good consideration for a promise to pay. To hold otherwise, their Lordships think, would be to legislate, and yet we cannot forbear thinking that the conclusion of Moulton, L.J., more effectually carries out the existing statute law on the subject, whereas that of the majority merely furnishes an ingenious legal method for its evasion.