enacts, after providing against cheating and fraud, "in playing at or with cards, dice tables, tennis, bowls, skittles, shovel-board, or any cock-fighting, horse-races, dog-matches, or other pastimes or games whatsoever," that any person who should play at any game aforesaid or any other game, except with ready money, or who should make any bet or lose any sum of money upon such games to an amount over £100, should not be compellable to make good the same, and that all securities given for such gaming debts should be void.

This statute did not make betting illegal as long as it was unaccompanied by fraud, and all parties were at liberty to wager to any amount, provided they paid ready money. Securities for a less sum than the £100 were not invalidated by this Act.

The next statute is 9 Anne, c. 14, which carried the restrictions on private betting and gaming considerably further than the Statute of Charles II. It prescribed additional penalties for fraud, it made the maximum sum which a person might lose £10, instead of £100. It made it penal to exceed the limit thus laid down and provided that even if the sum lost were paid in cash, the loser might recover it back if over £10, and it provided that securities of every kind given for such purposes should be void. This statute does not deal with wagering generally, but only with gambling and betting at games, sports, or pastimes, and in the case of *Applegarth* v. *Colley*, 10 M. & W. 723, it was decided that the games and pastimes aimed at by both statutes are the same. Certain games have been expressly decided to be within the Acts, for example—horse-racing, dog-races, cricket and foot-racing, and, no doubt, football and lacrosse would be equally within the mischief of the statutes.

Inasmuch as the effect of these Acts was to make securities affected by them void, even in the hands of innocent holders for value, great hardship was caused to many innocent persons who had given value for bills and notes which had originally been given for gaming transactions. Thus in the case of *Shillito* v. *Theed*, 7 Bing. 405, the defendant had accepted a bill of exchange for £185, drawn on him for the payment of