

The jury found the prisoner guilty.

The Court held that the conviction must be quashed. There was no authority that an indictment could be held good that did not state the person to whom the false pretence was made. The old form should have been followed. No attempt could be made to supply averments which ought to have been in the indictment, but which were not there.

Conviction quashed.

CHANCERY DIVISION.

LONDON, April 19, 1894.

Before STIRLING, J.

HARVEY v. HART.

Gaming—Partnership—Principal and Agent—Bets won by agent—Right of principal to recover—Collateral agreement—Account—Gaming Acts, 1845 (8 & 9 Vict. c. 109), 1892, (55 Vict. c. 9).

The plaintiff and the defendant had entered into an agreement whereby the former was to pay certain sums of money to the defendant to be employed in making bets on horse-races, and the profits were to be divided. The plaintiff alleged that the defendant had received money under this agreement to part of which he (the plaintiff) was entitled, and took out a summons asking for an account. The defendant answered that the agreement was null and void under the Gaming Acts, 1845 (8 & 9 Vict. c. 109), and 1892 (55 Vict. c. 9), and he put in an account showing receipts to a considerable amount, but, on the other hand, payments and deductions which resulted in a debt due to him by the plaintiff.

STIRLING, J., said that the result of the agreement was to constitute a partnership between the plaintiff and the defendant, and that the betting part of the transaction was simply collateral. Therefore, as was said by Bowen, L.J., in *Bridger v. Savage*, 54 Law J. Rep. Q. B. 464; L. R. 15 Q. B. Div. 363, 'the contract under which he received the money for his principal is not affected by the collateral contract under which the money was paid to him.' The plaintiff asserted that the defendant, as his agent, the particular form of agency being a partnership, had received money for which he ought to account. The case was in-