known against it—namely, that it is in a state of solvency.

To resume. The ready-money transactions above alluded to, though favoured by previous enactments, did not escape the 8 & 9 Vict. c. 109, of which the well-known 18th section provides that "All contracts or agreements, whether by parol or in writing, by way of gaming and wagering, shall be null and void, and that no suit shall be brought or maintained in any Court of law or equity for recovering any sum of money or valuable thing alleged to be won upon any wager, or which shall have been deposited in the hands of any person to abide the event on which any wager shall have been made." This statute was followed up by those aimed at "betting-houses" and "betting-agents," which we have already enumerated (16 & 17 Vict. c. 119, &c., &c.), and which are too familiar to need any comment. On the whole, we think that the general effect of the group of statutes passed from the year 1845 to the year 1873, may be stated with sufficient accuracy for our purpose, thus :— (1) All instruments made for the purpose of securing gambling debts are null and void as between the parties.* (2) The amount won on a bet is never recoverable, either where the bet was made on credit or where the money was deposited. (3) Parties betting in certain places and under certain circumstances reprobated by the law, are made liable to various penalties prescribed by the statutes made in that behalf.

Now upon this state of the law we should wish to make a few remarks, premising that in what follows we would be understood chiefly to refer to turf-bets, the only species of gambling indeed which has ever been (properly speaking) popular amongst us. It cannot be denied that in spite of these enactments, race meetings are being multiplied continually throughout the country, from which fact we may fairly draw the inference that public interest in racing and betting (as inseparable, we submit, therefrom) are increasing in the same ratio. Whenever one of the great historical races is about to be brought to an issue, all other topics—political, social and literary—are banished from the thoughts and mouths of the general public. The journals are full of the pedigrees, performances and prospects of the favourites, and with details of the state of the betting-market with respect to their various chances. It is difficult to conceive how people have come to maintain that betting is intrinsically a wrongful act. Common sense must surely take the same view of the matter as we have seen was taken by the common law, that there is nothing to reprobate in a wager when untainted by trickery or fraud. Those who put their ban on betting merely as betting—who dislike it on what they are please to call moral grounds—though their arguments are more candid and more consistant than those used by certain other objectors, to whom we shall presently allude, can only be regarded by the man of the world with feelings of surprise. They are Ascetics (using the word in Bentham's sense), and their conduct can only fitly be compared to that of those fanatical Precisians, who, during the Commonwealth period, shut up theatres and destroyed works of art, simply because they afforded amusement and pleasure to the people. But, it is said, that although this may be so, yet the indirect consequences of betting are most injurious. It leads to idleness and improvidence. Is this so? We must not here allow our judgment to be misled by the contemplation of exceptional cases of men who have ruined themselves on the turf. Such cases exist, just as cases of men who have been crushed by commercial speculation exist, but the clamour that arises when they come under the notice of the public proves their rarity. Prodigals and weak-minded persons are to be met with in every walk of life, and no Act of Parliament can endow them with prudence and wisdom, but the question may be asked, who, amongst reasonable men, ever expected to make a living by backing horses, or who, in the overwhelming majority of

* In *Bubb* v. *Yelverton*, L. R. 9, Eq. 471, it was apparently doubted by Lord Romilly, M.R., whether a gambling debt secured by bond might not be recoverable. It may also be noticed that in this case Sir R. Palmer (Lord Selborne) *arguendo*, quoted a host of cases to show that "a wagering contract is not illegal, and a security given for it is only voluntary," (*Fitch* v. *Jones*, 5 E. & B., 238 ; *Hill* v. *Fox*, 359, &c., &c.