

in which some particular kind of wagering contract is dealt with by statute, or unless it is illegal at common law, by its tendency to indecency, or to wound the feeling of some third party, or as being opposed to public policy. In England, as before shown, such a contract is void, though a security given is enforceable in the hands of a subsequent holder for value.

Horse racing was held to be a game within the 9th Anne, and therefore any race for £10 a side or upwards was illegal, until the passing of 13 Geo. II., chap. 19, which has been held to be in force in Ontario. The immediate results of the previous statutes on the subject of betting had been that a large number of races were started for small prizes under £10, so as not to infringe the law, a practice which tended to deteriorate the breed of horses, and to remedy this the Act of 13 Geo. II. was passed. By this Act all horses were to be entered by their real names, and no person was to start more than one for the same plate, under pain of forfeiting the horse. No plate or sum was to be run for under the value of £50, and all horses must be entered by their owners under this Act.

Bets on horses not owned by the betters have been held void in this province.

In the case of *Sheldon v. Lowe*, 3 O.S. 85, Robinson, C.J., said: "Prima facie, every wager upon a horse race is illegal. Since 13 Geo. II., chap 19, it is very clear that betting on a horse race, if the horses ran only for that wager and were not the property of the persons betting, is an illegal wager." In *Battersby v. Odell*, 23 U.C.R. 482, the conditions of a match were as follows:—"W. A. Barnes matches his black mare 'Lady Burwell,' to trot Joseph Lamb's chestnut mare 'London Lass,' for \$200 a side, mile heats, best three in five." Barnes acted for the plaintiff, who owned the black mare, and the match was made, and this paper signed by him and one Charles, who had no interest in the other mare. Barnes deposited \$200 of the plaintiff's money with the defendant, as stake-holder, for which the plaintiff sued. It was held that the transaction was illegal under 13 Geo. II., chap 19, Charles not owning the horse to be run by him, and that the