

connection therewith, shall be null and void. and no action shall be brought or maintained to recover any such sum of money." Now the facts here are that the plaintiff was desired by the defendant to pay certain sums of money mentioned in a slip, and the plaintiff did so pay these sums, and as a matter of fact, these sums were for bets made and lost by the defendant. Now, it was argued that these sums were not paid in respect of bets. I cannot agree with that contention. True, they were not paid "under" an agreement rendered null and void by the 8 and 9 Victoria, chapter 109, as there was no betting between the plaintiff and the defendant, but they were paid "in respect of" these betting agreements. In respect of what were these payments made by the plaintiff, except to discharge the sums which the defendant owed under these betting contracts? I decide this case with the less hesitation, as I think the plaintiff was not ignorant of the purpose of these payments. If the plaintiff had been deceived into making payments in respect of a matter he knew nothing whatever about, one would have hesitated and been sorry to come to the conclusion to which I have come in this case. I think however that the plaintiff knew very well the nature of the transactions, and therefore he must take the risk of the defendant refusing to repay him the sums he has paid. I am of opinion therefore that there should be judgment for the defendant.

WILLS, J.:—I am of the same opinion. The chief argument of the plaintiff's counsel was based on the assumption that the only object of the statute 55 Victoria, chapter 9, was to get rid of the effect of the decision in *Read v. Anderson, ubi supra*. If that were the only object of the statute, then it would not touch the present case, as the plaintiff here did not make the bets which he paid, and so the case is not the same as *Read v. Anderson, ubi supra*. During the argument I asked the learned counsel for the plaintiff what meaning was to be given to the words "in respect of" as well as the word "under," for the word "under" would have done, and would have been sufficient if the Legislature had thought that the only object was to get rid of *Read v. Anderson, ubi supra*. The answer was given by both the learned counsel for the plaintiff that the words "in respect of" were equivalent to "under," and meant no more. I do not think that is so, and it must be that the words "in respect of" mean something different from the word "under." I do not think it makes any difference whether the plaintiff knew or did not