sions of the latter section. In face of the clear language of sub-sec. 2 of that section, it does not seem possible to extend the saving clause to any other sections, or to say that their provisions are inapplicable to every form of betting carried on upon a race-course during the actual progress of a race meeting. And in Regina v. Giles, 26 O. R. 586, a Divisional Court, the then ultimate court of appeal in criminal cases, seems to have been of the opinion that secs. 197 and 198 and sec. 204 (1) did not relate to the same matters: see Boyd, C., p. 592, and Meredith, J., p. 594.

For the above reasons the answer to the second question should be in the affirmative. Indeed it might have sufficed to refer to the reasons given in Rex v. Hanrahan, supra. But the earnestness with which it was argued that this case was not governed by the decision in that case may afford some reason for again traversing the same ground.

The questions should be answered in the affirmative, and the conviction affirmed.

OSLER, J.A., gave reasons in writing for the same conclusion.

MACLAREN, J. A., also concurred.

GARROW, J.A., dissented, for reasons stated in writing. Briefly his opinion was that secs. 197 and 198 have no application to the case of betting carried on upon the race-course of an incorporated association during the actual progress of a race meeting, whether or not such betting takes place within or without doors, or in any particular "house, office, room, or other place," so long as it is within the boundaries of the race-course, and so long also as the betting is confined to the races then in progress upon that race-course.

MEREDITH, J.A., also dissented, being of the like opinion.