

in the statute of William IV., and the security is held to be taken upon an illegal consideration, so that every subsequent purchaser may be called upon to show that he gave value for it, and if he can be proved to have known of the illegal consideration for which it was first given, he may still be disentitled to recover upon it.

But if the wager is not upon a game or pastime, but upon some other subject, the statute of Victoria is the only one that applies. That Act says nothing about securities, but merely makes the contract void. The security has simply no consideration, and therefore, though worthless as between the original parties to the wager, is good in the hands of a purchaser for value, even though he may have full knowledge that there was no consideration for the giving of the security.

The law of Ontario limps, pede claudo, far behind that in England. The statute of Anne has been held to be in force here, but not the statute of 5 & 6, Wm. IV. (See *Bank of Toronto v. Macdougall*, 28 U.C.C.P., p. 345). Therefore, a wager on a game or pastime, if exceeding £10, would be equally void here under the statute of Anne, and in England under 8 & 9 Vict.

But in regard to a bill or note given for the amount of a bet, it would be different. In England, the holder would be entitled to recover on it under 5 & 6 Wm. IV., provided he had no knowledge of the illegality; but in Ontario he could not recover because by the statute of Anne the security is void, and in this case it matters not that the bet was less than £10. In *Re Summerfeldt & Worts*, 12 O. R. 48, it was held that a cheque for \$200, given in settlement of losses in matching coppers, was a security void under the statute of Anne, even in the hands of a bona fide holder for value, without notice.

With regard to a wager upon something other than a game or pastime, the law is also somewhat different in Ontario from what it is in England. As we have no general statute here similar to the 8 & 9 Vict., chap. 109, a wager upon something other than a game or pastime is legal, and the contract valid and enforceable, unless in those cases