

interpretation clause should be taken as declaring what may be comprehended within the term where the subject matter and circumstances require that it should be so comprehended."

In support of these propositions the following authorities are referred to:—

"An interpretation clause is . . . not to be taken as substituting one set of words for another, nor as strictly defining what the meaning of a word must be under all circumstances. We rather think that it merely declares what persons may be apprehended within that term, where the circumstances require that they should": *Reg. v. Cambridgeshire* (1838), 7 A. & E. 480, at 491, Lord Denman, C.J.

"With regard to all these interpretation clauses, I understand them to define the meaning, supposing there is nothing else in the Act which is opposed to the particular interpretation. When a concise term is used, which is to include many other subjects besides the actual thing designated by the word, it must always be used with due regard to the true, proper and legitimate construction of the Act": *Midland R. Co. v. Ambergate, Nottingham and Boston and Eastern Junction R. Co.* (1853), 10 Hare 359, at 369, Turner, V.-C.

With regard to the statutory definition it is submitted that, notwithstanding its terms, a prize is still essential to the offence of engaging or participating in a prize fight; and that this interpretation is assisted by the wording of sec. 108 of the Criminal Code, 1906, and the marginal note to same which reads as follows: "When fight is not a prize fight."

That the statutory definition does not cover all of the ingredients of the offence is shewn by the principal case in which Harvey, C.J., reviews the authorities on the point and concludes that the encounter or fight aimed at by the statute must necessarily be an encounter by way of fight in which each strives to overcome or conquer the other; in other words, that the fight must be one in which each of the parties is to fight until he can no longer stand up to continue the combat. It will be noted that in sec. 108 the term used is "fight," not "prize fight," and that the marginal note emphasizes this by its wording, "when fight is not a prize fight." Reading sec. 108 along with the other sections it is submitted that the offence for which sec. 108 provides is not any of the offences specified in secs. 104 to 107 inclusive, but a lesser offence in which there is no prize, either to the successful contestant or to any one else; in other words, that the fight was not for a prize or to influence the depending result in which the handing over or transfer of money or property was at stake.

This lesser offence would in most cases be developed upon a prosecution for the greater offence of "prize fighting." If there need be no prize or handing over of money or money's worth to constitute a prize fight, and if sec. 108 be read as applicable to the same offence as that to which the preceding sections relate, how is it to appear that the fight was not for a prize? If the question of prize or no prize has been eliminated from the offence of prize fighting by virtue of the statutory definition in Code sec. 2, sub-sec. 31, there would be no need for the prosecution to shew either