

by the defendants to advocate their case on the merits as to use the influence he was thought to possess to procure for the defendants results not necessarily based on those merits.

The contract fell clearly within the authority of *Montefiore v. Munday Motor Components Co. Limited*, [1918] 2 K.B. 241, followed in *Yeomans v. Knight* (1919), 45 O.L.R. 55, and should be declared void.

That the defendants believed that the plaintiff was the means of procuring some contracts at least for them was evidenced by the fact that a substantial sum had already been paid to the plaintiff for commission; though, if he were legally entitled to any commission, it should have been one per cent. and not one-half of one per cent. Down to the time when they paid the plaintiff, the defendants had not repented of entering into a contract contrary to public policy. The Court should not be over-willing to encourage or condone illegal acts to which both plaintiff and defendant have been parties, even to the extent of awarding costs to a defendant successfully resisting, on that ground, a claim upon the illegal contract. The action should therefore be dismissed without costs.

---

ORDE, J.

SEPTEMBER 17TH, 1920.

RE SHEARD.

*Will—Construction—Distribution of Residue—Distribution among Children in Equal Shares—Share of Child who should Predecease Testator to Go to Children of that Child—Application to Children of Child already Dead at Date of Will.*

Motion by Charles Sheard and Arthur Sheard, two of the beneficiaries under the will of George Sheard, deceased, for an order determining a question as to the distribution of the testator's estate, requiring the interpretation of the will.

The motion was heard in the Weekly Court, Toronto.

W. A. McMaster, for the applicants.

W. G. Thurston, K.C., for the executors.

G. M. Willoughby, for Lillie Olive Mitchell, Mary Henson, and Laurena Braden.

F. W. Harcourt, K.C., Official Guardian, for the three infant grandchildren of the testator.