

PENNSYLVANIA SUPREME COURT.

May 23, 1892.

SPALDING V. EWING.

Contracts—Affecting action of public bodies—Public policy.

A contract to pay for professional services in securing additional compensation for defendant as postmaster, where such services consisted in securing special legislation to compel the post-office department to pay a claim which had been rejected, is contrary to public policy and cannot be enforced.

STERRETT, J. This action to recover fees alleged to have been earned by plaintiff is founded on the following contract, signed by defendant: "Landenberg, Pa, 1882. I hereby guarantee that myself, claimant for additional pay as postmaster (at Chandlersville, Landenberg), shall without delay, upon the receipt of draft for amount which may be collected, remit the amount of fee due his attorney, Harvey Spalding, which is understood to be twenty-five per cent of collection, to the said Harvey Spalding at Washington, D. C." The character of the services rendered in pursuance of and doubtless contemplated by this contract will be best understood by referring to plaintiff's deposition given in evidence on the trial. After stating that the power of attorney from defendant was procured by a person employed "to obtain powers of attorney in such cases," and that the postmaster-general had "for years restricted the payment of defendant's claim," etc., the plaintiff testifies as follows: "I applied to Congress for a legislative mandate to compel the postmaster-general to make the necessary readjustments of defendant's salary and the salary of other postmasters, and this application was resisted by the postmaster-general. From session to session of Congress I made application to committees having jurisdiction, urging the enactment of the mandate applied for, and after several years' labor in that behalf I obtained the enactment by Congress on the 3rd of March, 1883, of the mandate applied for, which act is known as the 'Spalding Act,' by reason of my services in that behalf. Afterward the postmaster-general tried to avoid complying with this mandate, and I carried on proceedings which compelled him ultimately, in a degree, to comply with the law. * * * I also made arguments on his behalf before the different committees, when in 1886 the appropriation to pay the first allowance was stricken out of the appropriation bill in the House