

I do not think it necessary to enter into an inquiry as to the circumstances under which the plaintiff rued what he had done or the cause of his relapse into the wrong path. If he has the right to repudiate the settlement or if he has not, the motive is immaterial.

If this were the case of a gift, the fact that the plaintiff was wholly innocent and even ignorant of the influence exercised would be immaterial: *Allcard v. Skinner*, 36 Ch. D. 145, and cases there cited. This is not wholly a gift; no doubt, the plaintiff was giving up something to which we have held he was entitled. But no one could be sure that the judgment of a Divisional Court would be in that sense, and no one can say what view an appellate Court would take of our decision.

The plaintiff was getting an agreement that his costs would be paid—which indeed he was as certain of under the judgment if not reversed; he was obtaining freedom from the fear that he might himself have to pay costs of a successful appeal, and, in addition to these, he had obtained the assurance, probably enforceable, that the child would be taken care of. It would seem that the object of the action was largely to procure maintenance for the child. Practically all the judgment could give him was assured to him; the consideration for his release was substantial, and the simple question is—"Is the defendant to be prejudiced by the fact that, without his knowledge and without his procurement, and for a purpose entirely foreign to him, the plaintiff had been induced to enter into this contract by undue spiritual influence?"

One of the greatest masters of our law, in one of his most noted judgments (*Mr. Justice Buller in Master v. Miller*, 4 T. R. 320, 2 H. Bl. 140, 1 Anst. 225, 1 Sm. L. C. 767, at p. 786 of the last named report) says: "It is a common saying in our law books that fraud vitiates everything. I do not quarrel with the phrase, or mean in the smallest degree to impeach the various cases which have been founded on the proof of fraud. But still we must recollect that the principle . . . is always applied *ad hominem*. He who is guilty of a fraud shall never be permitted to avail himself of it; and, if a contract founded on fraud be questioned between the parties to that contract, I agree that, as against the person who has committed the fraud, and who endeavours to avail himself of it, the contract shall be considered as null and void. But there is no case in which a fraud in-