

from the British Government during the war, through the instrumentality of the plaintiff, as he alleged.

The action was tried without a jury at a Toronto sittings.

W. N. Tilley, K.C., and G. W. Mason, for the plaintiff.

Wallace Nesbitt, K.C., and H. W. Shapley, for the defendants.

KELLY, J., in a written judgment, said that the plaintiff represented to the defendants that, through the influence of a member of the Government in England and other persons with whom he was connected, he could obtain orders for the defendants, and the defendants sent him to England for that purpose, accompanied by the defendants' sales-manager, who knew all about munitions and the defendants' business, of which the plaintiff knew nothing. There was an agreement in writing to the effect that, in the event of the defendants securing contracts through the plaintiff's introductions or efforts, he was to receive from the defendants one per cent. of the amount of such contracts. The plaintiff did obtain an introduction to a deputy director-general of the Ministry of Munitions, and an interview took place between that functionary and the plaintiff and the defendants' sales-manager.

The learned Judge said that the matter of first importance was to determine whether the contract between the plaintiff and defendants was or was not the employment of the plaintiff on a commission basis to use his family connection or supposed influence with persons in high stations or official positions, and as such having intimate relations with those controlling the letting of munition contracts, to procure for the defendants by that means, and not necessarily on the defendants' merits as manufacturers, what they manifestly found themselves unable otherwise to obtain.

With due regard to the warnings given in earlier cases that caution must be exercised in declaring contracts void as against public policy, the learned Judge was forced to the conclusion that the circumstances in which the contract was made and the object it had in view brought it within the class of transactions which, according to binding authorities, should not only be discouraged, but actually be held invalid. That both parties repudiated any intention of wrongdoing did not render the contract valid.

Objection was taken at the trial to the admission of evidence of what took place leading up to the contract between the parties. Part at least of that evidence was taken subject to the objection; but, even if that part were disregarded, there remained quite sufficient to place it beyond doubt that the plaintiff, inexperienced as he was in the making of munitions, and unfamiliar with the defendants' business and equipment, was not so much retained