

was to receive and which he claimed in this action was to be paid in consideration of political influence which he was supposed to possess, agreed to exert, and asserted that he had successfully exerted, in obtaining from the servants of the Crown a contract for the defendants or some of them.

It was not a question of the effect of what the plaintiff did. What he bargained to do was vicious in principle; the agreement was one calculated to prejudice honest and efficient public service.

It is the duty of the Court to stop the case as soon as it is disclosed that the contract is contrary to public policy.

The case was on all fours with *Montefiore v. Menday Motor Components Co. Limited*, [1918] 2 K.B. 241, recently followed by *Falconbridge, C.J.K.B.*, in *Garfunkel v. Hunter*, not reported.

The action should be dismissed as against all the defendants with costs.

LATCHFORD, J.

JANUARY 21ST, 1919.

DAWSON v. QUINLAN & ROBERTSON LIMITED.

*Contract—Employment of Plaintiff as Superintendent of Works—Agreement to Give Promissory Note for Amount of Claim against Company—Purchase of Shares of Company—Claim for Salary and Amount of Promissory Note—Counterclaim for Damages for Deceit—Finding of Absence of Fraud or False Representations.*

On the 26th March, 1917, the parties to this action agreed in writing: (1) that the plaintiff should act as superintendent for the defendants in manufacturing munitions in Campbellford during such time as they should require his services, but for not more than 12 months; (2) that the plaintiff should accept in full satisfaction of a claim which he had against the Dickson Bridge Works Company (the defendants being the purchasers of 495 of the 500 shares of the stock of that company) a promissory note of the defendants for \$22,353.61, payable on the 31st December, 1917; (3) that the plaintiff should transfer to the defendants 5 shares which he held in the capital stock of the Dickson company; (4) that the defendants should deliver to the plaintiff the promissory note aforesaid; (5) that the defendants should pay to the plaintiff as salary, during such time as they might require his services, \$250 a month, and, at the end of his term, a monthly bonus of \$250 also.

The plaintiff acted as superintendent of the works from the 26th March to the 26th September, 1917, and earned \$1,500 as