

on his part. The plaintiff was to be paid only upon direct orders from the British buyers to the defendants; and no such direct orders, nor anything like them, were obtained.

Though the plaintiff could not recover upon the contract, he might, but for the illegality, recover upon a quantum meruit.

The appeal should be dismissed.

RIDDELL, J., in a written judgment, said that the main objections to the plaintiff's case were two: (1) that the contract sued upon was against public policy; and (2) that the contract was not performed on the plaintiff's part.

In the view which the learned Judge took, there was no need to pass upon the first objection; and he merely expressed his total and emphatic dissent from much that was said as to the illegality of payment according to success, payment by results, conditional fee, etc.

But the learned Judge could not find that what the defendants agreed to pay for was actually performed. They wanted to get away from the Munitions Board in Canada and to deal directly with the authorities in England. Even if the agreement could be interpreted as covering contracts obtained from the Board in Canada, which the Board were enabled to let through the results of the efforts of the plaintiff, it was not proved that there were any such results.

While the action could not be successfully defended on the ground that the contract was against public policy, and while the plaintiff was not entitled to any payment, it could not be said that what took place upon which he was paid \$17,000 could render him entitled to \$17,000 more.

The appeal should be dismissed.

LATCHFORD, J., in a written judgment, said that the evidence fully warranted the conclusions of fact and law of the trial Judge; and the appeal should be dismissed.

MIDDLETON, J., in a written judgment, after stating the facts and referring to some authorities, said that he could find nothing in the acts contemplated or in the tendency of such acts to offend against public policy. No one in authority was to be improperly influenced, no public servant was to be called upon to depart from his primary obligation to the public.

If the matter were at large, public policy would seem to demand an accounting for the public benefit by the defendants, before allowing them "in the public interest" to assert the common misconduct as a defence.