

times making the worse appear the better reason, and giving the members explanatory suppers. Such was Mr. Hillyer's general mode of operation.

On behalf of the defendant, counsel moved for a nonsuit, on the ground that the entire contract was grounded on corruption, and was therefore void.

The Court decided that the case should go to the Jury.

The defendant then produced in evidence a receipt from the plaintiff to the defendant, dated the 13th of March, for 100 dollars on account of the Bergen Port Company, which receipt counsel contended was in full for all compensation which he was entitled to. The defendant offered no other evidence.

The Court charged the Jury This was an action to recover compensation for the plaintiff's agency in getting a bill passed by the legislature at Trenton.

It appears that the plaintiff has been paid 100 dollars by the defendant on the 13th of March, and that the defendant likewise agreed to pay 114 dollars more for the plaintiff's board. It may be, and is probable, that the defendant is not bound by that agreement, as it was entered into after the debt was contracted, and that the landlord cannot make the defendant pay it. But it is evidence going to show that the defendant employed the plaintiff.

The first question is, Is there sufficient evidence to prove that the defendant employed the plaintiff? The latter is bound to prove that the defendant employed him to go to Trenton. If you are satisfied that the defendant did not employ the plaintiff, he cannot recover on that ground.

The next question is, was the employment of the plaintiff, by the defendant, for an honest purpose, or for procuring dishonest legislation? If the defendant employed the plaintiff for an honest purpose, than there can be no difficulty in the way of his recovering. But if he was employed for a dishonest purpose, then he cannot recover.

The evidence as to the dishonesty of purpose of the two parties in the present transaction, stands about equal. And the rule of law on this part of the question is, that the law does not extend protection to either party. If they have both made an agreement for a dishonest purpose, they must stand as they are. The law will not allow either of them to coerce the other. If Travers had paid the plaintiff, he could not recover it back; and if the plaintiff contracted with Travers, and has not been paid, he cannot make him pay it.

It would be going too far to say that every agreement for compensation in cases like the present one is void. An agreement to compensate an attorney, who goes before the legislature, or a committee of it, to advocate the passage of a bill, would entitle him to recover compensation.—So also an agreement with an agent, who makes necessary explanations before the legislature, has nothing in it adverse to public policy; and there is no reason why any honest man should not employ a person to do so.

But there is a wide difference between that, and an agency for using public or private influence personally on the members of a legislature, in order to induce them to act from motives of private interest instead of public good. Any agreement for such an agency is void. Any agreement to use the influence of relations or others, or to use private influence of any sort, would be corrupt, and all agreements of such a kind are consequently void.

The reason for this distinction is manifest. If it was not so, the legislature would be surrounded by men seeking for private objects, which concerned not the public good, but their own private interests only. And members of the legislature would be harassed into giving their votes, on the grounds of personal obligations or private friendship.