

This is in no sense a conflict between the two jurisdictions by reason of the overlapping of the fields—it is a deliberate attempt to trespass upon a forbidden field.

The case is governed by the Lord's Day case, Attorney-General for Ontario v. Hamilton Street R.W. Co., [1903] A.C. 524.

This view of the case is in no way in conflict with the decisions upon the various liquor laws.

Both questions should be answered in the negative.

LENNOX, J., agreed with MIDDLETON, J.

RIDDELL, J., dissented, for reasons to be given hereafter.

Questions answered in the negative (RIDDELL, J., dissenting).

SECOND DIVISIONAL COURT.

FEBRUARY 25TH, 1921.

*CARR-HARRIS v. CANADIAN GENERAL ELECTRIC CO.

Contract—Employment of Person to Obtain Orders for Goods from Government—Use of Influence—Payment for, by Commission on Value of Orders—Public Policy—Illegality—Money Paid on Account of Commission—Action for Balance—Evidence—Failure to Shew Performance of Contract—Appeal—Costs.

Appeal by the plaintiff from the judgment of KELLY, J., 48 O.L.R. 231, ante 63.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LATCHFORD, MIDDLETON, and LENNOX, J.

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

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

MEREDITH, C.J.C.P., in a written judgment, said that the judgment of Kelly, J., was right, and should be confirmed on the ground upon which it was based—that the Court will not enforce or give any effect to such a contract as that upon which this action was brought.

Upon the other branch of the case, the learned Chief Justice was of opinion that the plaintiff could not recover upon the contract if it were within the law, because it had never been performed