

made and accepted at owner's risk of delivery during 1899, and the carriers are released by all parties in interest from all claims and liability arising out of or occasioned by non-delivery during 1899." The company failed to deliver the goods, and Wilson sued for damages caused him by being deprived of the goods :—

*Held*, by the full Court (reversing CRAIG, J.,) that the goods were not carried under the exclusive contract for the season of 1899, by which the delivery was guaranteed that same season, but that they were carried under the terms of the bills of lading and the company was not liable for the loss.

As the plaintiff's cause of action, if any, would be against the company for refusing to carry under the original contract, a new trial was granted with leave to plaintiff to amend his pleadings. New trial ordered with liberty to plaintiff to amend pleadings.

*Bodwell*, K.C., and *Duff*, K.C., for appellant. *Peters*, K.C., and *A. G. Smith* (of Yukon Bar), for respondent.

Full Court.] IN RE THE FLORIDA MINING CO. [May 1,

*Company—Winding-up—"Just and equitable"—Substratum gone—Shareholder's petition—Contributory—B.C. Companies Winding-up Act, 1898.*

An order for compulsory winding-up may be made under sec. 5 of the Companies Winding-up Act, 1898 (Provincial), notwithstanding the winding-up is opposed by the company.

In winding-up proceedings instituted by a shareholder it appeared (1) that shares had been unlawfully issued at a discount and at different percentages of their face value to different purchasers; (2) that the substratum was gone and that the company was unable to carry on business; (3) that there was a question as to the liability of the company to the principal shareholder who had always been in practical control of the company :—

*Held* (affirming IRVING, J., who had made a winding-up order), that it was just and equitable that the company should be wound up.

*Taylor*, K.C., for appellants. *Davis*, K.C., for respondent.

*Commission* :—A commission for procuring one willing to lend a certain sum on mortgage is held, in *Caston v. Quimby* (Mass.), 52 L. R. A. 785, not to be earned by the production of a person willing to loan that amount, but who insists that the contract shall provide for payment of principal and interest in gold, because of which the offer is not accepted.