

meaning of the Act of 1916, and the learned Judge held that it was, and consequently that the Admiralty were entitled.

COMPANY—ISSUE OF SHARES—BROKERAGE—COMMISSION—NON-DISCLOSURE IN PROSPECTUS OF PAYMENT OF COMMISSION—COMPANIES' ACT, 1908 (8 EDW. VII. c. 69) s. 89—(R.S.O. c. 178, s. 100).

*Andreae v. Zinc Mines* (1918) 2 K.B. 454. The plaintiff claimed to recover from the defendant company a balance alleged to be due under an agreement whereby the company bound itself to pay a commission of ten per cent. on all shares in the defendant company for which the plaintiff should find subscribers. This agreement was not disclosed in the prospectus. Part of the commission had been paid and the defendant company counterclaimed that the agreement was illegal and for a return of the commission actually paid. The plaintiff endeavoured to support the agreement as being one for brokerage and therefore protected by the Companies' Act, 1908, s. 89 (see R.S.O. c. 100 (3)), but Bailhache, J. held that the agreement was really an agreement to pay a commission (the plaintiff being a *feme sole* and not carrying on business as a broker or otherwise), and that the agreement was illegal because not disclosed in the prospectus of the company; but while he dismissed the action, he also refused to give the defendant company any relief on its counterclaim.

CONTRACT—SALE OF GOODS—IMPOSSIBILITY OF PERFORMANCE DUE TO OUTBREAK OF WAR.

*Blackburn Bobbin Co. v. Allen* (1918) 2 K.B. 467. This was an appeal from the decision of McCardie, J. (1918) 1 K.B. 540. The contract was made in 1914 for the sale of Finnish birch timber to be delivered in England. The plaintiffs had no notice that the timber was not kept in stock by the defendants. The contract contained no war, or *force majeure*, or suspension provisions. Owing to the war the defendants were unable to procure shipment of the timber from Finland and were consequently unable to perform the contract. McCardie, J. held, that this did not relieve the defendants from liability and the Court of Appeal (Pickford, Bankes, and Warrington, L.JJ.) affirmed his decision.

CONTRACT—ILLEGALITY—ALIEN ENEMY—SUSPENSION CLAUSE—ABROGATION OF CONTRACT—PUBLIC POLICY.

*Naylor v. Krainische Co.* (1918) 2 K.B. 486. This was an appeal from the judgment of McCardie, J. (1918) 1 K.B. 331