supported by a considerable number, but not a majority, of shareholders. Kekewich, J., granted the application, on the ground that it was impossible to carry on the business with any reasonable hope of success, and in doing so he reviewed the cases in which the principles by which the Court is guided in winding up a company at the suit of a shareholder, are laid down. We may observe that the Winding Up Acts of the Dominion (R.S.C., c. 129), makes no provision for winding up companies at the suit of shareholders. Probably in such cases arising here resort would have to be had to the ordinary jurisdiction of the High Court, see *Harris* v. *Dry Dock*, 7 Gr., 450; the Provincial Act (R.S.O., c. 183) enables the Court to make a winding up order at the instance of a contributory when it is "just and equitable."

Notes on Exchanges and Legal Scrap Book.

CONFLICT OF LAWS.—An interesting point on the conflict of laws in cases of agency was decided by Mr. Justice Day, on the 2nd inst., in the case of *Chatenav* v. *Brazilian Submarine Telegraph Company, Limited* (notes, *ante* page 198). The point is an entirely new one, and raised the question whether a power of attorney given in a foreign county, but put in force in this country, is to be construed according to the law of the country where it was given, or according to the law of the country where it was put in force. Story in his work on the Conflict of Laws says that this point has never, so far as his researches extended, been directly decided either in America or any other country, so that there is no direct authority on the question. The case came before the court under the following circumstances: The plaintiff, who was resident and domiciled in Brazil, executed in Brazil a power of attorney whereby he empowered the attorney, a stockbroker in London, "specially to purchase and sell shares in public companies and public funds, receive the dividends as they may accrue due, and give receipts in conformity with his letters of orders." Armed with this authority, the attorney sold out certain shares which the plaintiff held in the defendant company, and the present action was brought to recover the shares or their value from the defendant company. The plaintiff's right so to recover, it was admitted, depended on the question whether, under the terms of the power, the agent had power to dispose of the shares without the plaintiff's consent, and this again depended on the question whether the document was to be construed, as to the powers conferred on the agent, according to the Brazilian or English law, for it was admitted that if construed according to English law the document would have given the attorney a more limited power than if construed according to Brazilian law. No doubt, if English law had given the agent a wider authority than the Brazilian law, it would have been contended, and would probably have been held, that persons dealing with the agent in England would have been entitled to rely on the wider authority given by English law, and that the foreign principal would have been stopped