The Legal News.

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The *Law Journal* remarks of the *Haileybury College Case*, which will be found in the present issue, that it has ended in something of a compromise, but it has cleared the air of some misapprehensions as to the law regulating the management of schools. "The verdict of the jury, establishing the good faith and reasonableness of the expulsion of the boy in question, relieved the defendants of liability for the expulsion, which was based solely on the contract between the parent and the governors. That contract implies not that the boy shall be educated until he commits an offence making him unfit to associate with his schoolfellows, but until he is honestly and reasonably believed by the head-master to have been guilty of such an offence. The jury having found that there was such a belief, practically disposed also of the claim for libel, because it equally showed that there was no excess of privilege, the existence of which was admitted. There remained the slander to Dr. Bradby, the communication to whom appeared not to be within the privilege, unless it is a privileged communication to ask a friend who has no interest in the matter for advice. Mr. Justice Field did not decide that question, if it be a question, but asked the jury to say whether the statement was made to Dr. Bradby in an honest belief of its truth, to which, of course, they answered in the affirmative, being a corollary from their other answers. Mr. Justice Field's action in so doing need not be considered as throwing any doubt on the absence of privilege in such circumstances, but was due to a desire to have all the facts before the Court in the event of the case being carried further. This has been avoided by the arrangement that £100 damages shall be paid to the plaintiff, and the finding of the jury of the boy's innocence recorded in the school books beside his expulsion, all parties paying their own costs."

The English Attorney General has been requested by a member of the bar to give a definite opinion as to the rule of etiquette which regulates the intercourse of the profession with the general public. The Attorney General, in his reply, which we shall give in another issue, says it is etiquette for a barrister to see a client direct in non-contentious cases, but not in contentious cases, the reason for the distinction being that in the latter case it is important that the facts should be accurately ascertained before advice is given.

SUPERIOR COURT.

AYLMER, (dist. of Ottawa) Feb. 22, 1888.

Before WURTELE, J.

DUPONT et vir v. LA CIE. DE MOULIN À BARDEAU CHANFRÉNÉ, and KENT & TURCOTTE, Opposants.

Constitutional Law—Insolvency—Winding up Act, R. S. ch. 129*—Jurisdiction to grant a winding up order.*

HELD:—1. *That the power to legislate on bankruptcy and insolvency comprises legislation not only for a discharge of the debtor from his contracts, but also for the distribution of his estate among his creditors, either with or without a discharge from his liabilities.*

2. *That the legislative authority of the Parliament of Canada extends to laws providing for the distribution of the property of insolvent debtors without a discharge from their contracts, and that "The Winding Up Act," (R.S.C., ch.* 129,*) which provides for the distribution of the assets of insolvent trading companies, is constitutional.*

3. *That the Superior Court in the district wherein a trading company has its seat or head office, is the court which has jurisdiction to grant a winding up order.*

PER CURIAM. — The action in this cause was brought to recover the amount of a promissory note made by the company defendant, and it was accompanied by an attachment before judgment, under which the property now claimed by the opposants was seized. The company defendant had its seat or head office in Montreal, although it