

not in any way submitted to the jurisdiction and was not resident in it when the action was commenced nor served with process while within it, does not create any duty or obligation against him to satisfy it. That seems to be the principle of *Schibsby v. Westenholz*, L. R. 6 Q. B. 155.

In *Copin v. Adamson* (1874), L. R. 9 Ex. 354, Amphlett, B., said: "I apprehend that a man may contract with others that his rights shall be determined not only by foreign law but by a foreign tribunal, and thus by reason of his contract and not of any allegiance absolute or qualified would become bound by that tribunal's decision."

Fry, J., in *Rousillon v. Rousillon* (1880), 14 C. D. at 371, enumerates the following amongst others as a ground for holding a defendant in a foreign judgment under the duty of obeying the decision of a foreign Court: "Where he has contracted to submit himself to the forum in which the judgment was obtained." Buckley, L.J., uses much the same form of expression in *Emanuel v. Symon* (1908), 77 L. J. K. B. 180, (1908), 1 K. B. p. 309.

Lord Selborne in the case adverted to, says that such a contract cannot be implied; but there would be greater reason for not implying it in regard to an alien towards the country of the agreed or intended forum, and of whose laws he might well be deemed ignorant, than in the case of a Nova Scotian in relation to New Brunswick, and especially as he knew, or must be taken to have known, that the law governing the contract there was identical with that in Nova Scotia. I refer, of course, to the Bills of Exchange Act.

Perhaps it is going too far to say that Lord Selborne's qualification appearing in the second paragraph on page 684, namely: "To the jurisdiction of which the defendant has not in any way submitted himself," means the same thing as that said by Fry, J., above quoted. But it may not be an unfair reading of it. Much the same thing was said in *Schibsby v. Westenholz*, where it was said: "Or by agreement or appearance or otherwise to have voluntarily submitted to the jurisdiction."

Lord Halsbury in *Re Missouri S.S. Company* (1889), 42 C. D. at 333, in the course of the argument said: "All the cases go on the footing that what law is to govern depends on a variety of circumstances. Among these we must consider the place which the parties must be supposed to have