'joint,' or 'collective,' or—as in the case of the guarantee of Turkish independence by England, Austria and France in 1856—'joint and several.' A leading consideration is whether the guarantee was for the benefi of the guaranteed State only, or for the benefit of all the signatories. In the former case, the guarantors need only intervene on the request of the guaranteed; in the latter, any guarantor can take the initiative (Hall, p. 335); though whether it will do so much must depend on the interests at stake. The present case falls under both heads. The neutrality is for the benefit of Belgium as well as of the signatory Powers, and the request of Belgium for assistance, and her own readiness to defend her neutrality, for practical purposes, leave no doubt as to the obligation of signatories who respect the treaty. Of course, if the Belgian refusal had been unreasonable, the case would have been different. But Germany's requirement was opposed to the vital interests both of Belgium herself—for her independence was threatened—and of the other co-signatory Powers, in particular, France. Under these circumstances it seems clear that Great Britain was under an obligation to enforce the collective guarantee against a recalcitrant guarantor; otherwise there would be an end of public law."

LEGISLATIVE POWER IN CANADA.

REX V. ROYAL BANK.

In Mr. Labatt's further article in respect to legislative powers in the provinces of Canada published in the September number of this Journal he takes exception to my criticism of his original article on the same subject. I have been unable to deal with his rejoinder earlier.

The first point to which Mr. Labatt objects is where I stated that the Alberta Act which was in question in *Rex* v. *The Royal Bank* (1913), A.C. 283, might have been held *ultra vires* even if the proceeds of the sale of bonds had been situate in the province instead of Montreal. My position was that the legislation ap-