

of Laws, 361 and 369; *Sirdar v. Faridkote* (1894), A. C. p. 674; *Deacon v. Chadwick*, 1 O. L. R. 351; *Vezina v. Newsome*, 14 O. L. R. 664; *Brennan v. Cameron*, 15 O. W. R. 331; *Dakota Lumber Co. v. Rinderknecht*, 2 W. L. R. 275; *Walsh v. Herman*, 7 W. L. R. 389; *McLord v. Stanning*, 7 W. L. R. 701 and *Moritz v. Canada Wood Specialty Co.*, 17 O. L. R. p. 73.

MEAGHER, J.:—The judgment sued on is founded on a note made by the defendants in the plaintiff's favour to secure a loan made by her agent in Wolfville. At the time the loan and note were made she resided in Saint John, and has continued to reside there ever since. The defendants during all that time resided in Nova Scotia and are British subjects. No place of payment was fixed by the note; it was, under the law, therefore, payable at her home in New Brunswick and not elsewhere.

In December, 1909, she commenced an action upon the note in the Supreme Court of New Brunswick against the present defendants, and recovered judgment in April, 1910.

The only defence pleaded or urged is that the defendants were not at any time in the course of the action in New Brunswick, subjects of or present or domiciled in it, and were not subject to the jurisdiction of the New Brunswick Court. They did not appear in the action or otherwise submit to said Court's jurisdiction. I pass by the term "allegiance," as having no meaning in regard to a mere province of the Empire. Piggot, in his work on *Foreign Judgments*, speaks of it as a so-called intermediate allegiance; but its nature and extent do not appear to me to be susceptible of definition.

The statute in force in New Brunswick when the action was brought, and which is still in force there, authorised the service of process in an action like the present, where the defendant resided out of the province, and the action was brought for breach of a contract to be performed in whole or in part within it. Appropriate steps were taken in that behalf and the defendants were duly served with process under the authority of the statute. Mr. Milner, in answer to an enquiry on my part during the argument, admitted that service was regularly made under that statute. The judgment was given upon proof of the cause of action