of the *lex fori* fully adopted: *Union Cotton Manufactory* v. *Lobdell*, 9 Martin, 435 (1828), Matthews, J.; *Erwin* v. *Lowry*, 2, An. Louis, R. 314 (1847), Slidell, J.; *Newman* v. *Goza*, 2 *ib.*, 643 (1847), Slidell, J., *Lacoste* v. *Benton*, 3 *id.*, 220 (1848), Slidell, J.; *Brown* v. *Stone*, 4 *id.*, 235 (1849), Rost, J.; *Bacon* v. *Dahlgreen* (1852), 7 An. Louis, Rep. 599, Eustis, C. J.; *Succession Lucas*, (1856), 11 *id.* 296, *per* Spofford, J.; *Walworth* v. *Routh* (1859), 14 *id.* 205, *per* Merrick, C. J. Mr. Justice Slidell remarked in *Lacoste* v. *Benton:* "There is a general principle which has been so frequently recognized by the Courts of this State as to be now beyond dispute. It is that prescription is a question affecting the remedy, and is controlled by the *lex fori.* The rule is not peculiar however to our Courts, but has become a universal one in international jurisprudence."

It seems clear that in no British colony can a different conclusion be arrived at, supposing the English jurisprudence to be decisive in favor of the *lex fori.* This question, in effect, bears upon the relations of foreigners with British subjects, and consequently is a question of public law, to be decided by the rules of the English jurisprudence. And so the Privy Council held, in 1852, in the case *Ruckmaboye* v. *Mottichund*, 8 Moore, Privy Council Rep., p. 4, on appeal from a decision of the Superior Court of India, which had fully applied the English rule to that colony. Per Sir John Jervis: "The arguments in support of the plea are founded upon the legal character of a law of limitation or prescription, and it is insisted, and the committee are of opinion, correctly insisted, that such legal character of the law of prescription has been so much considered and discussed among writers upon jurisprudence, and has been so often the subject of legal decision in the Courts of law of this and other countries, that it is no longer subject to doubt and uncertainty. In truth, it has become almost an axiom in jurisprudence, that a law of prescription, or law of limitation, which is meant by that denomination, is a law relating to procedure having reference only to the *lex fori.*"

The courts of the Province of Ontario also have adopted the doctrine of the *lex fori:* 2 Q B. U. C. Rep. 265; *Darling* v. *Hitchcock*, referred to in 10 L. C. Jurist, p. 268, but since reversed by the Court of Appeals at Toronto. In the latter cause, a note made in Ontario, payable in Montreal, was prescribed by the law of Quebec, but not by the law of Ontario, and the defendant pleaded the Lower Canada prescription. The question principally was, whether a Court of Justice in Ontario was bound to enforce the Promissory Note Act (12 Vict. chap. 22) enacted by a legislature common to both Provinces, and declaring that all notes "due and payable in Lower Canada" should be considered as absolutely paid, unless sued on within five years from maturity. But as the note was made payable in Montreal generally, without the words "only, not otherwise and elsewhere," as required by the laws of Ontario, the same was considered as not payable in Lower Canada, and judgment did go for the plaintiff. Chief Justice Draper, however, on delivering the judgment of the court, fully recognized the soundness of the *lex fori.* He said: "I take it to be equally true as a general proposition that a plaintiff has the full period prescribed by such local law (the law where the action is brought), for bringing his suit before it would be so barred." He then quotes Story, *De la Vega* v. *Vianna*, *British Linen Co.* v. *Drummond*, and *Hubert* v. *Steiner.*

What we have said would seem to be sufficient to show that in England, the rule of the *lex fori* is well established. It is, however contended, upon the authority of Westlake, *Private International Law*, § 250 *et seq.*, and Bateman, *Commercial Law*, § 143 *et seq.*, that the English decisions rest, 1. upon the authority of Story, *Conflict of Laws*, and 2. on fallacies.

The case of the *British Linen Company* v. *Drummond*, decided on the 22nd May, 1830, has been often cited as a leading one bearing upon the question in controversy, and the principle therein laid down has been followed in many cases anterior to the publication of Story, Conflict of Laws, as the *De La Vega* v. *Vianna*, 1 B. & Ad. 284, 1830; *Trimbey* v. *Vignier*, 1 Bing. N. C. 151, 1834; and *Hubert* v. *Steiner*, 2 Bing. N. C. 203, 1835; and it had been also admitted long previous to these cases, particularly in *Williams* v. *Jones*, 13 East. 439, 1811, and other cases cited in *Lippmann* v. *Don*, decided in the House of Lords on the 26th May, 1837, 2 S. & M. 682: and although in this instance, Lord Brougham mentions the name of Story in conjunction