

As to the principles upon which the question of the jurisdiction of the Quebec Court would have to be determined in these actions, the learned Judge referred to *Sirdar Gurdial Singh v. Rajah of Faridkote*, [1894] A.C. 670; *Deacon v. Chadwick* (1901), 1 O.L.R. 346; and *Western National Bank of City of New York v. Perez Triana & Co.*, [1891] 1 Q.B. 304.

Where a Court other than the Court of domicile asserts jurisdiction, the defendant is called upon to consider the situation with care; for, while the Court (other than the Court of domicile) cannot pronounce a judgment entitled to extra-territorial recognition, it has the power of pronouncing a judgment which can be enforced by the machinery which the local law provides. Hence, even if the Court in Quebec had no jurisdiction over the Richers which our Court would be bound, on the principle of comity, to recognise, it undoubtedly had jurisdiction to pronounce a judgment which would be effective in Quebec and could be enforced by any mode of execution against any assets available in that Province; and in this case unquestionably that particular method of enforcement was admissible.

Whether the Quebec Court should allow its machinery to be used for the purpose of reaching a debt due in Ontario with respect to a transaction in Ontario by a debtor resident in Ontario, merely because there is power to reach such debtor, by reason of his having assets within Quebec, is a question for the Quebec Courts. But the English Courts have thought it not proper to exercise such a jurisdiction: *Martin v. Nadel*, [1906] 2 K.B. 26. That case, however, recognises the wide principle that "the law will never compel a person to pay a sum of money a second time which he has paid once under the sanction of a Court having competent jurisdiction."

When judgment passed against the Richers in Quebec, either by their consent or default, the risk of seizure of their property by the Courts of that Province was theirs, and the burden must be borne by them—it is not permissible to shift it to the defendants in these actions.

It has been held in many cases that a garnishee order nisi does not take away the right of the judgment debtor himself to sue. The garnishee order nisi affords no defence—it is only an actual payment that can be set up. The learned Judge thought that this should not defeat the defendants' right; and, if the case were ripe for hearing, he would be inclined to direct that the actions be stayed until the defendants could pay under the order of the Quebec Court.

The appeals should be allowed and the actions should proceed to trial in the ordinary way. The plaintiffs should pay the costs