

Berryer and Laurière on Duplessis, * express the same view. And if to the above authorities we add the old civilians Huber and Voet, and also Merlin, who evidently wrote under the influence of the then prevailing notions on the matter, it seems that the old French common law does not admit the *lex loci contractus*.

It is contended that the weight of modern French authority is against the doctrine of the *lex fori*. But what is the present opinion in France and on the continent generally ?

On reference to Pardessus, † we find first that his language has not been quoted in full by Mr. Justice Mondelet, for there the sentence contains these words, immediately after those cited : “ et s'il ne l'a pas déterminé, par celui du domicile qu'avait ce débiteur lorsqu'il s'est obligé ; *parceque la prescription étant une exception qu'il est permis au débiteur d'opposer à la demande de son créancier, c'est naturellement dans sa propre législation qu'il doit trouver ce secours.*” If the debtor is thus to look only to the law of his own domicile, and if his plea of prescription affects merely the remedy, as admitted by Pardessus,—what has the law of the place of payment, or of the domicile of the debtor at the time of the contract, to do with the case. Nothing ; it seems clear that the reasoning of Pardessus should lead to the opposite conclusion, to wit, the *lex fori*, or *lex domicilii debitoris* at the time of the institution of the action ; and it is remarkable that two years before the publication of his *Droit Commercial*, he had, in his *Eléments de Jurisprudence Commerciale* (page 112), pronounced in an unqualified manner for the latter opinion.

With regard to the alleged authority of Félix, ‡ it is astonishing that the learned judge did not quote a few pages further on. Félix lays down various exceptions to the rule *locus regit actum*, and among others, the case of limitation of personal actions. He contends that the law of domicile of the debtor at the time of the action should be the criterion, without paying any regard to the place of payment. He further declares that the *lex loci solutionis* is favoured only by Boullenois, Pardessus and Troplong among the French writers, and by Christin, Burgundus, Mantica, and Favre among the civilians.

That Félix is in favour of the *lex fori* is evident from the fol-

* Traité de la Prescription, liv. 1, chap. 1.

† Droit Commercial, t. 6, No. 1495, p. 383.

‡ Droit International, p. 221 *et seq.*