

deserves, and the same disregard of English and American writers is manifested by the European jurists. Thus, Félix, Troplong, Marcadé, and even Savigny, make little or no allusion to the English and American jurisprudence; and when we refer to the English or American writers, we find that in their appreciation of the opinions of French and continental jurists, they fall into many inadvertent mistakes, sometimes into grave errors. Thus, Dr. Parsons, in his late work on Notes and Bills, affirms, upon the alleged authority of Pardessus, "that in France the limitation and prescription of the place where the contract was made would prevail, no matter where the contractor was used," (vol. 2, p. 382) whereas Pardessus supports the *lex loci solutionis*, and in default of it, the *lex domicilii debitoris* at the time of the contract. Again, at page 383, foot note *v.*, the learned professor states it to be the opinion of Pothier that the *lex loci* and not the *lex fori* should govern, whereas Pothier never speaks of any but the *lex domicilii creditoris*. Mr. Guthrie, p. 219, in turn, says that Pardessus and Boullenois favour the *lex domicilii debitoris*, and does not notice the distinction which both these commentators make, when a place of payment is specified. Mistakes have even been committed by writers in their citation of works composed in their own language. Thus, Félix asserts that Dunod favours the *lex domicilii debitoris* at the time of the institution of the action, whereas it is the *lex domicilii debitoris* at the time of making the contract which is supported by Dunod. These examples, to which many others might be added, show the importance of a careful and detailed investigation of the subject.

In this Province there exists a wide diversity of opinion. In the late case of *Wilson v. Demers*, the question was raised before all its tribunals, and was differently decided by each of them; but before going into the grounds of these varying judgments, the facts of the case must be briefly stated.

Demers, the defendant, a native of Chambly, P. Q., went to Fonds du Lac, Wis., and there carried on business for some years. In the course of his dealings in the city of New York, in 1857, he gave his promissory note to Wilson, the plaintiff, payable four months after date, at a particular bank, at Fonds du Lac. A few months afterwards he left Fonds du Lac, and, returning to Canada, began business at Valleyfield, near Montreal; and, so as not to differ from the honorable judges in appeal on mere matters of fact, it may even be said that he absconded