

served on Lampkin in Chicago on the 17th March, 1896. No defence was entered, and the case was heard on oral evidence produced for the plaintiff on the 24th April, and the decree of divorce pronounced on the 2nd May, 1896.

When Lampkin went to Chicago in 1892, he went with the fixed intention of making it his permanent home; and there was nothing in the evidence inconsistent with a change of domicile in 1892: *Seifert v. Seifert* (1914), 32 O.L.R. 433.

In 1892, the married pair had acquired a domicile of choice in Chicago, and that domicile was not changed until after the decree had been pronounced.

The validity of the Chicago divorce was attacked upon the ground of fraud upon the Court of Illinois: but "a divorce granted by a foreign Court, being a judgment affecting the status of the parties, stands on the same footing as a judgment in rem, and therefore cannot be set aside in this country, even on the ground of fraud, by a person who was no party to the proceedings in which the judgment was pronounced:" *Bates v. Bates*, supra. It would be a monstrous thing to hold that the defendant's marriage to the plaintiff conferred upon him a status to attack the divorce and annul the marriage.

Apart from that, it was clear that no fraud was practised upon the Court.

When once it is made to appear that the foreign Court has a general jurisdiction over the subject with which it has dealt, and that the persons with whose rights and status it has dealt were so resident within its jurisdiction as to be properly subject to the authority of the foreign State, our Courts ought never to attempt to inquire whether the jurisdiction of the foreign Court has been properly exercised: *Pemberton v. Hughes*, [1899] 1 Ch. 781, 790.

There was no evidence to justify the contention that the suit in Illinois was collusive.

Judgment for the plaintiff for alimony, with a reference to the Master to fix the amount, unless the parties agree.

The plaintiff's costs as between solicitor and client to be paid by the defendant; in this respect the plaintiff is to have as near an approach to indemnity as the Court has power to afford.