

eign judgments are enforced in these Courts because the parties liable are bound in duty to satisfy them."

Parke, B., said: "Where the Court of a foreign country imposes a duty to pay a sum certain, there arises an obligation to pay, which may be enforced in this country." See also the same eminent Judge in *Williams v. Jones* (1845), 13 M. & W. 633. These expressions of opinion have time and again been regarded as stating the law accurately.

I feel quite justified in saying that when the parties contracted for the payment of the note in New Brunswick they regarded and intended that province as the place where a suit to enforce payment would be brought; the defendants knew or must be taken to have known what the contract meant in that respect and what might be done under it. They quite understood if they failed to pay the note that it constituted a breach of the contract and that breach would necessarily occur in New Brunswick, consequently applying the language of Lord Halsbury in 42 C. D. above quoted, they must be taken to have regarded New Brunswick as the place where a remedy would be sought for such breach, and therefore there was ground for saying they contracted to submit to the forum of the plaintiff's residence with all the procedure and consequences incident to the exercise of jurisdiction by the Courts of that province.

I am unable to perceive why under such circumstances it was not competent for the New Brunswick legislature to enact laws prescribing how such a contract should be enforced, through the agency of the Courts of that province. The New Brunswick Court had jurisdiction over the subject-matter of the note, at any rate over the breach of the contract it evidenced, and upon proper service being effected it could legally proceed to judgment. Consequently the Court was a competent one and its judgment effective, and created an obligation or duty upon the defendants to pay such judgment. Annual Practice, 1911, pp. 18 and 19 and cases there cited. In this aspect the observation of Cave, J., in *Heineman & Co. v. Hale & Co.* (1891), 2 Q. B. at the top of p. 87, and centre of p. 88, are pertinent. It is true his decision was reversed on appeal, but merely upon the application of the order (XI) to the facts of the case.

In *Reynolds v. Coleman* (1887), 36 C. D. 464, Cotton, L.J., said: "It was not contended that in this case defend-