

THE MINISTER OF JUSTICE—LEX LOCI CONTRACTUS, LEX FORI.

DIARY FOR MAY.

1. SUN. 2nd Sun. aft. Easter. St. Philip & St. James.
8. SUN. 3rd Sunday after Easter.
13. Fri.. Exam. of Law Students for call to the Bar.
14. Sat.. Exam. of Articled Clerks for certificate of fitness.
15. SUN. 4th Sunday after Easter.
16. Mon. Easter Term begins.
18. Wed. Last day for service for Co. Ct. York. Interim Exam. of Law Students and Articled Clerks.
20. Fri.. Paper Day, Q. B. New Trial Day, Common P.
21. Sat.. Paper Day, C. P. New Trial Day, Queen's B.
22. SUN. Rogation.
23. Mon. Paper Day, Q. B. New Trial Day, Common P.
24. Tues. Paper Day, C. P. New Trial Day, Queen's B.
25. Wed. Paper Day, Q. B. New Trial Day, Common P.
26. Thur. Ascension. Paper Day, Common Pleas.
27. Fri.. New Trial Day, Queen's Bench.
28. Sat.. Declare for County Court.
29. SUN. 1st Sunday after Ascension.
30. Mon.. Paper day, Q. B. New Trial Day, Common P.
31. Tues. Paper Day, C. P. New Trial Day, Queen's B.

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THE MINISTER OF JUSTICE.

With mingled feelings of grief and hope, we allude to the painful and alarming illness which has prostrated for a time at least, Sir John A. Macdonald, the Minister of Justice. Grief, that one so eminent and so endeared to all who know him personally should suffer so much pain, and that the country should, at the present crisis especially, lose the services of one who has for so many years devoted his amazing talent with untiring industry to the arduous duties which devolve upon him—and hope, that he may yet recover from the illness which has brought him to the verge of the grave.

The attack came upon him in the midst of his work, the thought of which never leaves his mind day or night, and this combines with the painful nature of his malady to secure to him the sympathy of those politically opposed to him, and which was on a recent occasion gracefully expressed by the leader of the opposition.

We rejoice to hear that he is slowly but steadily improving. We trust his recovery may be permanent, and that he may long be spared to a people to whom his loss would be a public calamity, and whose warmest sympathies are with him and Lady Macdonald in their present affliction.

LEX LOCI CONTRACTUS—LEX FORI.

By D. GIROUARD, ESQ., Advocate, Montreal.

Extinctive prescription or limitation of personal actions affects the remedy, and consequently is governed by the law of the country where the suit is brought, the "Lex fori"

A question which for many years has been, and still continues to be discussed among jurists and in courts of justice is, whether the limitation of personal actions is governed by the *lex loci contractus* or by the *lex fori*. It is true that in England and the United States the point may be considered as settled in favor of the *lex fori*, although even in those countries we see lawyers of so high a standing as Westlake and Bateman strongly defending the claim of the *lex loci contractus*. We find furthermore, in a late case of *Harris v. Quine*, the learned Chief Justice Cockburn inclining towards the *lex loci contractus*, although he held the *lex fori* to be the settled rule. And if to this fact be added, that on the continent of Europe the question remains as yet undecided, a review of the law on this subject may not be found uninteresting to the members of the Canadian Bar.

True it is that the legal profession in every country are familiar with the reasonings *pro* and *con*. At the same time it must be admitted that there exists no complete review of the different systems advocated throughout the commercial world. The English and American writers do not fail to produce every English and American authority, but they rarely pay to the French and continental jurists the attention and consideration which their learning deserves, and *vice versâ*. Thus, Félix, Troplong and Marcadé, 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 apprehension of the opinions of French and continental jurists, they fall into many inadvertent mistakes, sometimes into grave errors. Thus, Dr. Parsons, in his late works 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 sued," (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 *c.*, the learned professor states it to be the opinion of Pothier