

the organic statute with complete authority over the Provincial Courts, possesses, as a necessary incident of the authority so conferred, the power of declaring the grounds upon which litigants in those Courts shall be entitled to rely, "by way of action or by way of defence;" and the rights created by such a declaration are those which are imported by the phrase "in the Province." In other words, Mr. Lefroy takes the position that the Provincial Legislatures have received plenary power to direct the Provincial Courts to recognize, or refuse to recognize, any description of civil rights, and that, so far as each Province is concerned, a direction given in pursuance of this power absolutely fixes the quality of the rights to which it has reference, irrespective of whether those rights would or would not be treated as enforceable in other jurisdictions. This doctrine seems to be open to criticism in more than one respect.

In the first place, it is objectionable, as ignoring altogether the probability, approaching to certainty, that the phraseology of the clause under discussion was chosen with reference to the familiar rules of private international law, which rest upon the distinction between the situs of substantive rights incident to property and the situs of the property to which these rights are incident. If an erudite professor of jurisprudence had not deliberately maintained the contrary, one would have thought it almost too plain for argument, that this clause simply declares that the scope of the legislative power extends to substantive rights, according as the persons entitled to exercise them are or are not domiciled in the Province at the time when the enactment affecting them is passed. In this point of view laws affecting the rights of persons outside the Province will be *ultra vires*, except in cases where they specifically relate to, and primarily operate upon, a subject-matter in the Province, whether it be persons or property. See sec. 2, ante. Mr. Lefroy cites no authorities in support of his theory that the clause in question should be construed on the peculiar footing which he suggests. The only corroborative reason which he has assigned for ignoring the obvious construction to which I have just adverted, and resorting to one which requires us to assume that the phrase "in