

regarded as the place where a remedy for a breach of the contract would be sought." Lord Westbury in *Cookney v. Anderson*, 1 D. J. & S. 365, said: "That as contracts ought to be applied and interpreted by the law of the place where they were made and where it is intended they should be performed, it would seem reasonable that the Courts of that country should receive jurisdiction and the power of citing absent parties, though residing in a foreign land." See also *Piggott*, sec. 14, pp. 266-270, for a full discussion of this aspect, and the concluding paragraph on contractual jurisdiction at p. 277.

Lord Halsbury, L.C., in *Comber v. Leyland* (1898), A. C. p. 527, said: "Now let us see what the rule is with which we are dealing here. (Order XI. Rule 1 (e)). It is a somewhat artificial provision which is apparently intended to extend the power of suit by persons in this country against persons in foreign countries. For very obvious reasons, reasons which indeed have been made very apparent by the view which foreign countries have taken of an attempt to exercise the jurisdiction of Her Majesty's Courts in places beyond Her Majesty's dominions, it is provided that the action must be founded upon a 'breach within the jurisdiction of any contract, wherever made, which according to the terms thereof ought to be performed within the jurisdiction.' That is the limitation of this effort to extend the process of these Courts to foreign countries. One can see exactly what was meant by that: that where the parties have agreed that something is to be done in this country, some part of the subject-matter of the contract is to be executed within this country, it is a sort of consent of the parties that wherever they may be living, or wherever the contract may have been made, that question may be litigated in this country."

*Cookney v. Anderson* is said to have been overruled, but I have not seen anything conflicting with the statements above quoted, unless Lord Selborne's language in the *Sirdar* case is to be regarded in its widest sense and without reference to the class of case then under discussion.

Lord Abinger, C.B., in *Russell v. Smith* (1842), 9 M. & W. 818, said: "The maxim of the English law is to amplify its remedies, and, without usurping jurisdiction, to apply these rules to the advancement of substantial justice. For-