

its tenor and effect. At the trial it was admitted on behalf of the defendants that the judgment was regularly obtained in the State of Illinois, and that under the laws of that State it was regular, it being at the same time understood that no personal service was effected upon the defendants, who did not enter any appearance or otherwise attorn to the jurisdiction of the Illinois Courts, except in so far as they might have done so by signing the instrument in question. The instrument in effect contained (amongst other things) a warrant of attorney to confess judgment without process in favour of the holder, and, it being admitted that the judgment was regularly obtained, it must be assumed that everything essential to entitle the plaintiffs to obtain it without further notice to the defendants duly happened, and that every step necessary to be taken in order to procure its entry according to the laws of the State of Illinois was duly taken. The defendants must be regarded as having voluntarily submitted themselves to the jurisdiction of the Illinois Court, thereby rendering it competent to deal with the matter.

So far, therefore, as the Courts of this province are concerned, effect must be given to the judgment, and the defendants are precluded from insisting here upon defences that might be open to them if there was no judgment of a Court of competent jurisdiction, and the plaintiffs were suing upon the instrument.

The learned trial Judge, while expressing himself as of the opinion that these defences were not sustained, entered judgment for the plaintiffs upon the footing of the judgment as sued upon. For the reasons above stated, the appeal therefrom fails, and should be dismissed.

MEREDITH, J.A.:—The judgment in the Illinois Court cannot be set aside in this Court; nor can it be disregarded, so long as the plaintiffs seek to recover upon it. It is admittedly a judgment regularly entered up, according to the practice of that Court, in a matter within its jurisdiction, and there is no suggestion that it was obtained by fraud.

If the writing, upon faith in which that Court acted, were signed by the defendants in ignorance of its contents, that, no doubt, affords a ground for seeking to be let in to defend that action; but not for treating it here, or anywhere else, as invalid.

If the judgment had been entered up in any of our own Courts, no one would have mistaken the proper way to seek relief; nor, perhaps, doubt that, upon proper terms, the case would be reopened, if the mistake were proved.