

COLUMBIA LAW REVIEW.

Published monthly during the Academic Year by Columbia Law Students.

SUBSCRIPTION PRICE, \$2.50 PER ANNUM

35 CENTS PER NUMBER

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FEBRUARY, NINETEEN HUNDRED AND ELEVEN.

NOTES.

CONTRACTUAL CAPACITY AND THE CONFLICT OF LAWS.—Inherent in every sovereignty is the power of exercising control over persons living under its protection, and consequently, reference is had to its laws primarily in determining their status. Because of the immediate nature of this sovereign control, domicile rather than citizenship has in cases of conflict between jurisdictions, become determinative in this regard.¹ It is natural, moreover, that the same controlling force should be recognized with respect to transactions taking place within the limits of the sovereignty's jurisdiction.² It is in this sense that parties to a contract are said to submit themselves to the law of the place of

¹Wharton, *Conf. of L.* (3 ed.) §§ 8, 87; *Ross v. Ross* (1880) 129 Mass. 243; *Woodward v. Woodward* (1889) 87 Tenn. 645.

²See *Coe v. Errol* (1886) 116 U. S. 517.