

that they should have been served in one of the Toronto Division Courts, Toronto being the place where, under the meaning of secs. 181 and 185, they "live or carry on business."

They support this contention by a reference to R. S. C. c. 124, ss. 12, 13 and 16 (the Insurance Act), which provides that "every company shall, before the issue of a license to it, file in the Department of Finance . . . a power of attorney from the company to its agent in Canada, or (s. 13) such power of attorney shall declare at what place in Canada the head office or chief agency of such company is, or is to be, established, and shall expressly authorize such attorney to receive service of process in all suits and proceedings against such company, in any Province of Canada, in respect of any liabilities incurred by the company therein (s. 16). After filing such power in the manner and place directed, . . . any process in any suit or proceedings against any such company in respect of any liability incurred in any Province in Canada may be validly served on the company at its chief agency, and such services shall be deemed services on the company."

They further contend that this statute makes their chief office in Canada similar, to all intents and purposes, and the same, as the chief office of any Canadian company.

I do not agree to this. To do so, would be to concede that the license of the Finance Department confers upon, or attaches to, a foreign corporation the rights and liabilities of a domestic corporation. The Provincial Legislature has a right to regulate and prescribe the service of all legal process upon such corporations; and, so far from the Dominion Act superseding or controlling the Provincial Act, it appears to me to simply afford an additional manner of serving process upon them. The Dominion authorities in effect say, "We grant you a license to carry on business in Canada, on condition, among other things, that you accept service of process from *any* court of *any* of the *Provinces*, and some *locus designatus* within *Canada*." Under this view, it further appears to me that, if service in these garnishee proceedings had been made upon the chief agent for Canada, it might be contended, with some show of force, that service upon an officer of the Company in Toronto, would dispense

with service upon Bingham, the nearest agent. I distinctly am of opinion that under the Dominion Act, a "chief office or agency is not created or allowed for all purposes, but only for providing a place where service of process can, without delay or expense, be speedily and effectually made.

The primary creditors claim that the question of jurisdiction is concluded by the garnishees' omission to file a notice disputing the jurisdiction, within the proper time, as required by section 176. Through the ignorance, neglect, or stupidity of their agent, Bingham, their officials had no actual notice of these proceedings until the very day appointed for the hearing of the causes. The language of section 176 is very strong: "If this notice is not given within the prescribed time, the judge has no power to extend the time for giving it" (Sinclair, D. C. A. 1888, page 202). I do not dissent from this, but in garnishee cases (sec. 198), the powers of a judge are most extensive as to amending, adjournment, etc. It may be said, however, that the wording of the latter section cannot be extended to notices disputing the jurisdiction, but is confined to giving time for putting in omitted notices of defence.

Having generally inquired into the question of jurisdiction, and having found that I have jurisdiction, it is now necessary to ascertain and find whether there is any debt due to the primary debtor, which is the subject of garnishment.

I do not think that it was necessary to give strict proof that the defendants are a foreign corporation—that is a matter of common knowledge and notoriety. It so appears upon the face of their policies, in their published advertisements and circulars, and, if more was needed, the *Canada Gazette* periodically gives notice that they are licensed to do business in Canada as such.

The points of these cases were very imperfectly and carelessly adduced before me. Bingham, the agent, was not called by either party; the application and policy were not produced; nor were the claims papers or any resolution or authority from the garnishees, directing a settlement or final adjustment of the loss. From such documents as were produced, from such evidence as was offered, but chiefly from the statements and arguments of