defendant. The claim will be allowed up to the date of the judgment allowing alimony to the wife in the Quebec Superior Court.

The plaintiff also claims to be allowed what he has expended for the support of the defendant's children subsequently to the 10th February, 1879. The reasons which induced these children to leave the defendant's house and place themselves under the plaintiff's care are set out in the letter of the defendant's daughter which was put in evidence at the request of the defendant's solicitor. That letter and the frequent references in the evidence to the home life of the defendant which he never denied, warranted the children in seeking a purer home. The defendant as their father, could, if the *inuendo* was untrue, have obtained possession of their persons by *habeas corpus*. But he did not do so, and therefore he must be held to have consented to be liable to the plaintiff for such sums as were reasonable to be expended for their clothing and maintenance: *Griffith* v. *Paterson*, 20 Gr. 615.

COUNTY COURT OF LANARK.

BELL v. GRAND TRUNK RAILWAY CO.

Foreign Corporation—Jurisdiction—Division Courts —Where cause for action arose—O.J.A., Rule 80.

[Brockville, June 30.

This was a motion by plaintiff for judgment under Rule 80, O. J. A.

Hall, for plaintiff.

Mr. Stewart (John Bell, Q.C.) for defendant.

W. S. SENKLER, Co. J.—The amount of the plaintiff's claim having been paid after statement of defence filed and delivered, it is only necessary to examine the plaintiff's cause of action to enable a proper disposition of the costs to be made.

The plaintiff's cause of action was that he engaged the defendants to carry a car load of stock, etc., from Brockville, in Ontario, to Brandon, in Manitoba, prepaying therefor $219.50; the goods were carried by defendants and connecting lines to Brandon; plaintiff was obliged to pay the C. P. R., the last of these connecting lines, $27.70 to procure the release of his goods, which sum he seeks to recover from the defendants, with interest and costs. The contract was made in Brockville, and the breach took place at Brandon, consequently the whole cause of action did not arise within the boundaries of any of the Division courts in Ontario.

The defendants being a corporation, having its head office at Montreal, in the Province of Quebec, the residence of the defendants is to be taken to be at Montreal: *Ahrens* v. *McGilligat*, 23 C. P. 171.

Whether Division Courts in Ontario have jurisdiction over corporations, situated as the defendants are, even where the cause of action arose within the boundaries of any of the Divisions for Division Court purposes in Ontario, and whether the objection was tenable in the absence of a notice under section 14 of Act of 1880, were discussed. In my opinion, the Division Courts in Ontario have no jurisdiction over a corporation whose residence is to be deemed as out of the Province of Ontario. In *Ladouceur* v. *Salter*, 6 P. R. 305, service on a man out of the jurisdiction, who legally resided in the jurisdiction of the proper Court, was held good. Residence further becomes material under section 71, to settle within what time the writ should be returnable. I think that section is to be read as residing within some county in Ontario other than the county in which the action is brought or adjoining county (see also *Ont. Glass Co.* v. *Swartz* 9 P. R. 252). I think it clear that section 14 only applies to cases of the competence of the Division Court but entered in the wrong Court: *Mead* v. *Creary*, 32 C. P. 1.

It was contended that the plaintiff should have sued in a Division Court in Montreal, but no evidence was offered as to the existence of such a Court: even if there is such a Court, I know of no authority compelling a plaintiff to resort to a foreign Court when substantial justice can be secured in his own country. A strong reason why a plaintiff should be allowed to sue in his own country is, he thereby avoids what might be a serious difficulty in another Province, viz., giving security for costs.

The defendants now claim that the debt having been admitted, and Division Court costs offered, no more should now be allowed. The plaintiff, when first asked for evidence of payment to the C.P.R., took the very proper course of drawing on the defendants, attaching the C.P.R. receipt to the draft, but the latter was dishonoured. The defendants never offered any payment until the statement of defence was due, and the payment was not made until after statement of defence was filed. The latter was a denial of the claim. I think the plaintiff gave the defendants full opportunity to settle before suit. I therefore think that, both on the law, the plaintiff is entitled to an order for judgment for full costs of suit, and also that in the exercise of the discretionary powers vested in me over the costs, it would be harsh to deprive the plaintiff of his full costs.