If it is only a question of the substituted service, the motion must fail. It is made on behalf of defendants, and so clearly has come to their knowledge.

In Taylor v. Taylor, 6 O. L. R. 545, 2 O. W. R. 953, the Chancellor said: "The Court will not set aside substituted service if it appears or can fairly be inferred that defendant had notice of what was going on."

But it was contended that the service was irregular in this, that defendants were not resident in Ontario, and that a writ for service in this province was not proper, and that service on Chabot in any case was bad.

It seems on the material doubtful whether the head office of defendants is now in Ottawa or Montreal. It certainly was in Ottawa before 20th January, 1905, when the resolution was passed changing this to Montreal. The advertisement in the Canada Gazette only speaks of it as a resolution. It would not seem that the certificate of the Under Secretary of State calling this "a by-law and resolution" can make it one.

In the case of this company, of which, as it is said, all the shareholders reside in England, it can make no practical difference whether they are sued in Ontario or in Quebec. . . .

I think that defendants are properly sued in Ontario, as their head office was there at least as recently as 20th January. I am not satisfied that they have proceeded with such regularity as to have changed it to Montreal.

Without imputing any such design to the present defendants, it is clear that by constantly shifting the head office from one to another of the 8 or 9 provinces of the Dominion, the company could practically make any legal proceedings against them almost impossible.

Then, if defendants are resident in Ontario, the order for substitutional service was properly made, they being shewn to have no place of business in this province, nor any representative on whom service could be made. It was, therefore, proper to serve them, as was done, by advertisement in the Ottawa "Free Press," which was, in my contemplation, the actual service. The sending of notice to Mr. Chabot was done merely as a matter of grace to defendants, and to prevent anything being done to their prejudice without their knowledge. In one way or the other, the existence of the action has been brought to defendants' knowledge, and the time for delivery of statement of defence has been extended until this motion is disposed of. . . .

Motion dismissed. Costs in the cause.