

essential foundation should always exist before such very serious interference with the rights of owners of property should be undertaken. The majority is allowed the right of binding the minority, but there should be no reasonable doubt allowed to exist as well of the existence of such majority and of its being signified in the manner required by law," and, again, at p. 219,—“In all cases of this kind,—largely invading the rights of private property,—it should, I think, be incumbent upon the council to be certain beyond speculation or guess-work that a majority of those interested had clearly sanctioned the proposed work so as legally to found jurisdiction to bind a dissentient minority.”

The passage of a by-law such as is now under consideration is a somewhat violent interference with the rights of a considerable body of persons engaged in a legitimate business. The promoters of the by-law and the city council have no cause for complaint if they are held to the strictest compliance with each and every of the conditions and terms imposed upon them by the statute; the rights of the minority should not be curtailed, nor inconvenience be imposed upon the public by such curtailment, if any reasonable doubt exists that the necessary three-fourths of the proprietors signed the petition, or that those who did sign signified their wishes as required by law.

I have no difficulty in arriving at the conclusion that the petition was not signed by the necessary three-fourths in number of the proprietors and that the by-law cannot be upheld.

Had I not reached this conclusion on the grounds I have stated, I would still feel bound to quash the by-law for the reasons on which the Divisional Court based its judgment in *Halliday v. Ottawa*, 15 O. L. R. 65, a case where the trial Judge quashed a by-law passed under the Ontario Shops Regulation Act, by which it was sought to provide for early closing of retail grocery stores in the city of Ottawa.

The procedure there adopted to ascertain if the petition was properly and sufficiently signed was much the same as in the present case, and what is said in that judgment may well be applied here.

The by-law is quashed with costs.