

lished" should be given its dictionary meaning of "set up on a secure and permanent basis," and ought not to be construed as equivalent to "carried on."

After considering the matter as carefully as I can, and bearing in mind the history and object of the legislation, I am unable to give effect to Mr. Grant's contention, notwithstanding the sympathy I have for his clients, arising from the circumstances above set out. The restriction upon the bonusing power had its origin in 63 Vict. ch. 36, sec. 9, sub-secs. (d) and (e); and the word in question is found in both these sub-sections in that Act and in the present statute. The amendments since made all indicate the policy of the Legislature, and that its intention was to prohibit one municipality from offering a bonus to an industry which was being carried on in another municipality.

I do not think I can read into the legislation the interpretation of the word "established" suggested by Mr. Grant. Apart from the difficulty incident to so doing, the suggested meaning appears to me inadmissible, particularly with reference to sub-sec. (d), and the word must have the same meaning throughout the two sub-sections. Little assistance can be found in any of the American cases, as there the context is different.

The fact that the business of the company has been carried on in London for now almost ten months amounts to an "establishment" in that city, within any meaning that can fairly be given to that word. The location in London may not be permanent, but it is in no sense transitory in its nature.

The by-law must, I think, be quashed. I do not think it is a case for costs, particularly in view of the failure of other objections.

MIDDLETON, J.

OCTOBER 1ST, 1913.

CITY OF TORONTO v. DELAPLANTE.

Municipal Corporations — Regulation of Buildings — "Garages to be Used for Hire or Gain" — Garage to be Used by Tenants of Apartment House — Municipal Act, 1903, sec. 541a, sub-sec. (c) — City By-law.

Action by the city corporation for an injunction to restrain the defendant from erecting "a garage to be used for hire or gain," and to direct the pulling down of so much of the building as had already been erected. The plaintiffs alleged that the de-