advice of counsel, refused to finish her cross-examination and left the examiner's room, so that it is not signed or concluded.

Defendant has no assets in Ontario except personal effects and a contingent interest in certain shares in " some exploration company whose operations are in Trinidad."

Having all these facts in view, and the parties being, as it would seem, both citizens of the United States, I think the motion should be dismissed.

I refer to Knapp v. Knapp, 12 P. R. 105; Pherrill v. Pherrill, 6 O. L. R. 642, 2 O. W. R. 1096; Wheeler v. Wheeler, 17 P. R. 45; Sirdar Gurdyal Singh v. Rajah of Faridkote, [1894] A. C. 670.

Plaintiff seems able to go to trial on 28th instant, if she really wishes to proceed with the action.

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ANGLIN, J.  NOVEMBER 18TH, 1904.

WEEKLY COURT.

## Re LAMB AND CITY OF OTTAWA.

*Municipal Corporations—By-law—Lease of Municipal Property—Bonus — Manufacturing Industry — Necessity for Submission of By-law to Ratepayers—Closing up of Public Place—Exemption from Municipal Taxation—Taxation for School Purposes—Application to Quash—Time—Promulgation of By-law—Discretion.*

Motion by one Lamb to quash by-law 2351 of the city corporation, passed 21st March, 1904, authorizing a lease to Owain Martin and others of premises formerly used as a public market and known as "The Western Meat, Fish, and Produce Market."

Glyn Osler, Ottawa, for applicant, contended that the by-law in substance granted a bonus in aid of a manufacturing industry, and the assent of the ratepayers requisite under sec. 591, sub-sec. 12 (a), of the Municipal Act, 1903, had not been obtained; and (2) that the by-law and the lease thereby ratified purported to grant an exemption from taxation for school purposes.

Taylor McVeity, Ottawa, for city corporation.

ANGLIN, J.—In support of the contention that by-law 2351 is " a bonus by-law," counsel for plaintiff argued: (a) That, although the application of the lessees was for the market building only, and the report of the finance committee, adopted by council, recommended a lease merely of the build-