

think that the plaintiff can maintain this action, without quashing the by-law, and without joining the Attorney-General: *Hope v. Hamilton Park Commissioners* (1901), 1 O.L.R. 477; *Standly v. Perry* (1876-9), 23 Gr. 507, 2 A.R. 195, 3 S.C.R. 356; *McDonald v. Lancaster Separate School Trustees* (1914), 31 O.L.R. 360; *Alexander v. Township of Howard* (1887), 14 O.R. 22, at p. 44; *Ottawa Electric Light Co. v. City of Ottawa* (1906), 12 O.L.R. 290; *Township of Kinloss v. Stauffer* (1858), 15 U.C.R. 414; *Rose v. Township of West Wawanosh* (1890), 19 O.R. 294; *Holt v. Township of Medonte* (1892), 22 O.R. 302; *Biggar's Municipal Manual*, pp. 379, 511. And it does not matter that the transaction may be beneficial to the municipality: *Jones v. Town of Port Arthur* (1888), 16 O.R. 474.

It is not so clear that the plaintiff has the right to join Dexter, but authority is rather in favour of it: *Halsbury's Laws of England*, vol. 8, p. 356, para. 812; *Holt v. Township of Medonte*, *supra*; and some other cases referred to.

I do not think that the purchase of the piano was illegal or improper. If the town hall is to be made available for entertainments from time to time, and revenue-producing, it may be part of necessary equipment, just as seating and lighting is necessary. Whether the picture machine is of this class was not shewn, and I cannot judge. It was not purchased with this object; but, beyond this, I make no finding as to it.

There will be an injunction restraining the defendant the corporation from carrying on a moving picture business in the town hall or elsewhere, and from employing the defendant Dexter as its manager for this purpose, and from investing or applying the revenues of the municipality in any enterprise of this character, and restraining the defendant Dexter from carrying on any business or enterprise of this character, with full costs against the municipality, including the examination of Dexter for discovery, and without costs to or against Dexter.