consent required from the ratepayers, but if the legislature intended to permit the municipality to enter into such contracts without the consent of the electorate, such intention would have to be expressly and clearly stated, and not left to implication. (See *Municipality of Brock* v. *Toronto and Nipissing Ry. Co.*, 17 Grant 433.)

6. That the price of the energy to be supplied is a most material term of the contract and not a matter of form such as referred to in the expression "form of contract" used in s. 4 of the Act.

7. The contention that although the court should be of the opinion that the contract differed materially from the terms approved of by the electorate, the mayor would nevertheless be required to execute it even though proceedings were afterwards taken to declare the contract invalid cannot be entertained. This would be objectionable on the ground of circuity of action; it would moreover be an abuse of the discretion of the court to order a mandamus to sign a contract which would work a gross breach of faith with the electorate, and contravenes the statute. (See *Rex* v. *Askew*, 4 Burr. 2189.)

DuVernet, K.C., for the motion. The Mayor of Galt in person.

Cartwright, Master.] SMITH *v.* CITY OF LONDON. [Sept. 15.

Pleading—Embarrassment—Striking out paragraphs in statement of claim—Parties.

This was a motion to strike out certain paragraphs in the statement of claim in an action which charged misrepresentations on the part of Hon. Adam Beck, as chairman of the Hydro-Electric Power Commission of Ontario, and those acting under him whereby the council of the city was misled on material points, which representations led to the execution of a contract between the Commission and the corporation of the City of London for the supply of electric energy. The plaintiff's action was to have this contract declared invalid and to restrain of council from delivering the contract to the Commission or taking any step to carry it into operation. The Hydro-Electric Power Commission of Ontario was not a party defendant.