

in question here, required that the by-law should recite, among other things, "the object for which" the debt was to be created, did not aid the applicant: the one object might be the building of several bridges, as well as one bridge; and, if that were not so, the singular number includes the plural in the legislation of this Province: Interpretation Act, R.S.O. 1914 ch. 1, sec. 28 (*i*).

The application should be refused; but, as no cause was shewn, and, if it had been, non-compliance with the requirements of legislative provisions should be discouraged, it should be refused without costs.

GENTLES v. FAWCETT—MEREDITH, C.J.C.P., IN CHAMBERS—
JAN. 18.

Pleading—Statement of Defence—Motion to Strike out Portions of—Settlement of Action—Apology—Adjournment of Motion until Trial of Action.]—Motion by the plaintiff to strike out certain paragraphs of the statement of defence. MEREDITH, C.J.C.P., in a written judgment, said that, upon the hearing of this motion, it appeared to him that the defendant had no defence to this action; that the letter written by him was but a stupid, meddling interference by him, under an assumed name, with the investigation which was being held when the letter was written. The learned Chief Justice at the hearing suggested that the defendant make a complete retraction of it and ample apology for having written it; and that, upon that being done, and the plaintiff's costs as between solicitor and client paid by the defendant, the defendant be released from all further claims upon him in the matter; and that suggestion was at once accepted by the defendant, and this application was retained until the plaintiff could be communicated with and his assent or dissent had. The learned Chief Justice had not been informed whether a settlement had yet been effected by the parties upon that basis or otherwise; but it appeared that the defendant had made a public retraction and apology; and, as the case was said to be set down for trial at a sittings of the Court beginning on the 21st January instant, the motion should be postponed until that sittings of the Court, to be heard by the presiding Judge thereat, if in the meantime a settlement between the parties of all matters in question in the action had not been effected. Such a settlement seemed very probable and imminent; and the postponement would enable the parties to effect it with no undue haste; whilst, if they failed to agree, they were free from doubt regarding the position of this motion. Motion adjourned accordingly. T. R. Ferguson, K.C., for the plaintiff. G. S. Hodgson, for the defendant.