

It may well be that, had the defendant seen fit to give evidence, he might have shewn not only perfect good faith on his part, but also full information given, but he has not done so. He makes the statement in a letter, but does not swear to it.

The plaintiff is entitled to judgment.

*W. C. Mackay*, for the plaintiff. *J. C. Sherry*, for the defendant.

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Britton, J., Clute, J., Middleton, J.]

[June 11.

RE GILES AND TOWN OF ALMONTE.

*Municipal corporations—Local option by-law—Voting—Form of ballot—Departure from statute—Interpretation Act, s. 7 (35).*

Appeal from order of MEREDITH, C.J.C.P., dismissing without costs a motion to quash a local option by-law.

The sole question argued was as to the sufficiency of the form of the ballot used at the voting. The form used was that existing prior to the amending Act of 1908, where the words in the respective columns are "for the by-law," "against the by-law."

*Held*, the statute 8 Edw. VII. c. 54, s. 10, amends the Liquor License Act, s. 141, and provides that the form of the ballot paper to be used for voting on a by-law under that section shall be as follows: "For local option"—"Against local option." The defect in form, if any, is cured by the Interpretation Act, 7 Edw. VII. c. 2, s. 7(35), which reads: "Where forms are prescribed, deviations therefrom not affecting the substance or calculated to mislead, shall not vitiate them." Although the words used were "for the by-law," instead of "for local option," they are the same in substance; nor was the change calculated to mislead any voter.

Appeal dismissed with costs.

*Haverson*, K.C., for the appellant. *Raney*, K.C., for the town corporation.

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Divisional Court, C.P.]

[June 29.

WAGNER v. CROFT.

*Meaning of the word "about."*

The word "about" is a relative and ambiguous term, the meaning of which is affected by circumstances, and evidence may