

nothing; and the second arbitration took place without their concurrence. The following was the award then made:—1st. That the arbitrators having received indisputable evidence of the former award, and of its recognition by the parties, agreed to adopt the same. 2nd. That as the Trustees had failed to perform said award, and as, by the 17th section of the School Act of 1850 (p. 51), the Teacher was entitled to his salary at the rate agreed on till fully paid, the said Teacher was entitled to his salary from the date of such award to the present time, with costs of the arbitration, making altogether £95 12s. 3½d.; and further, that he was entitled to such salary for all time to come, until he should be paid in full. (See 4, page 166.)

At the trial, however, the arbitrators quoted an award which was materially different from that proved to have been made by them. (See 1 below.)

On the second award the arbitrators issued their warrant to a bailiff to make the whole sum awarded (which included the sum due under the first award), by seizure and sale of the goods and chattels of said Trustees. (See 6 & 7, page 166.)

The Teacher had been engaged by the Trustees at a certain salary, by verbal agreement only. (See 2 below.)

*Held*, 1. That as the award of the arbitrators proved, differed materially from their award as pleaded, such plea could not be supported.—*Kennedy v. Burness et al.*, 15 Q. B. R., 473.

(11) *Agreements with Teachers must be in writing.*

2. That the averment of an agreement with the Teacher could be supported only by a written agreement.—(*Idem.*) (See 4, page 163.)

(12) *Personal liability of Trustees dependent upon their neglect or refusal to exercise their Corporate powers.*

3. That as by the Upper Canada School Act of 1850, sec. 12, sub-section 16 (p. 42), the Trustees can only be personally liable when they have wilfully neglected or refused to exercise their corporate powers, such neglect or refusal should have been alleged and shown in the award, to warrant its directions to levy on the Trustees personally. *Semble*, also, that the evidence showed no sufficient ground for such liability. (See 15, page 166.)