

transactions. In the absence of any statutory provision declaring the minutes to be the sole evidence competent to prove the transactions at ratepayers' meetings, parol evidence was admissible (*Miles v. Bough*, 3 Q. B. 845, 872); and the evidence given established the fact that a motion for the selection of the "new site" was carried.

Three of the dissentients prepared a complaint of the proceedings at this meeting to be sent to the inspector under sec. 14, sub-sec. 8, of the Public Schools Act. The evidence does not establish that this complaint reached the inspector within 20 days after the meeting, and the onus of shewing that it did is upon the defendants. The inspector, however, acted under the power conferred by sec. 83, sub-sec. 1, and called a special meeting of ratepayers for the 1st September, at which meeting the majority chose the "old site." The inspector assumed that the necessary conditions then existed to bring into operation sub-sec. 2 of sec. 13, providing for an arbitration. The ratepayers' meeting named one White as arbitrator. The trustees declined to appoint an arbitrator. The inspector and White entered upon an arbitration and published an alleged award in favour of the "old site," White stating that he agreed in all the conclusions arrived at, but declined to join in making an award. The meeting of 1st September was not within sec. 31, and the conditions upon which an arbitration could proceed never existed. Sub-section 2 of sec. 32 applies to an arbitration between trustees and a hostile majority of ratepayers. But here the statutory equivalent of a submission never existed, and to such an objection effect must be given at any time and under any circumstances. In *re Cartwright School Trustees*, 4 O. L. R. 272, followed. See, also, *McGugan v. School Board of Southwold*, 17 O. R. 428, 429.

While the inspector was taking the steps above detailed, the board of trustees purchased the "new site" and completed their building. They moved the school furniture into the structure in November, 1900. An attempt to restrain them by injunction had been made in April, but the action did not proceed after a motion for an interim injunction had been refused. The plaintiffs ineffectually sought to found an estoppel upon the dismissal of this motion and the subsequent abandonment of the suit.

At the annual meeting in December, 1900, the friends of the "old site" were in a majority and elected one of their party a trustee. The new board at their first meeting, held in the old school house, resolved to remove the school furniture back to this building, which they did. Three ratepayers then instituted proceedings for a mandamus and injunction