

which I was enabled to get a school that I would not have secured otherwise. The irregularities were commonly talked about, and Mr. McDowall (complainant), I suppose, heard of them and came to me.

By Dr. Hodgins, Chairman :

Q.—You and those persons you speak of were in a room at an examination together—were you coming out of a room together? A.—I could not say. After the examination was over, we were in the building together. I think it was in the hall, and there might have been candidates absent.

Q.—There were candidates present? A.—Yes, I am certain a majority of the candidates were there.

By Mr. Gibb, Counsel for Mr. Borthwick :

Q.—Were any other examiners there? A.—As far as I can recollect, there were not. There might have been.

Q.—When you spoke of the extension of time, do you know if any other examiner was present except Mr. Borthwick? A.—I don't remember.

(Signed)

JOSEPH MARTIN.

Signed in presence of

J. G. HODGINS, }
P. LE SUEUR, } Commissioners.

(To be continued.)

II. Miscellaneous Departmental Notices.

1. COLLEGIATE INSTITUTES AND HIGH SCHOOLS.

The next Entrance Examinations will be held on Tuesday and Wednesday, the 27th and 28th days of June, 1876.

2. EXAMINATION OF CANDIDATES FOR CERTIFICATES AS PUBLIC SCHOOL TEACHERS.

Under the regulations for the examinations, Monday, the 10th day of July, has been appointed by the Minister of Education for the commencement of the examinations of teachers for the current year, for certificates of the first, second and third class.

3. CENTRAL COMMITTEE OF EXAMINERS.

The Chairman of the Central Committee of Examiners desires that an intimation may be given in the *Journal*, that communications or certificates, examinations and other matters relating to the work of the Committee, should be addressed to the Education Office, and not to individual members of the Committee, as the Committee does not desire to receive any letters except such as may be referred to it by the Department.

III. Legal Decisions on Educational Points.

1. THE RIGHTS OF TEACHERS.

On Saturday Judge Chadwick gave his decision in the case brought against the Board of Education, by Fergus Black, formerly teacher in the High School here, claiming salary for the summer holidays, he having sent in his resignation and accepted a situation in Listowel previous to the commencement of the holidays. The following is the judgment delivered by Judge Chadwick. "The plaintiff engaged with the defendants for a period of one year, beginning with January, 1873, at a salary payable quarterly, and rendered his service for two quarters, for which he received payment. About the expiration of the second quarter he entered a resignation, which was not accepted till nearly two months afterwards, and he now claims payment *pro rata*, up to the time of the acceptance of his resignation. The case *Lambury vs. Cruden*, 2 M. & G., 253, seems fatal to the plaintiff's case. The facts were there precisely similar to those in the present action, and it was held that there was no implied contract, to pay for services performed after the expiration of the last quarter, and that such services could not be recovered for unless there was a stipulation to that effect at the time of the dissolution of the contract. The case of *Grimman vs. Legge*, 8 B. & C., 324, affords a very good analogy, being a case where a quarterly tenancy was ended much in the same way, and it was decided that the landlord could not recover for the proportionate

part of the quarter. It was also contended by the plaintiff's counsel that the official regulations entitle him to recover, the time for which he seeks payment being for a vacation which began after the expiration of the second quarter of the year for which he was engaged. I do not think this case comes within the meaning or language of the regulations relied on. The words are, 'Masters and teachers shall be entitled to the holidays and vacations immediately following the close of their period of service.' The period of service for which the parties had stipulated was a year, which did not end until December, and consequently had not elapsed, the plaintiff by his own act having shortened the period and obtained the consent of the defendants thereto, thereby depriving himself, in my opinion, of any benefit the regulation in question might have given him." Judgment for the defendants with costs.—*Guelph Mercury*.

2. REMUNERATION OF SCHOOL SECRETARY-TREASURER.

JUDGES' CHAMBERS, COURT HOUSE, WHITEY.

In re S. S. No. 3, Rama, vs. D. Guthrie.

This is an application under Sections 171, 172 and 173 of the Public School Act of 1874 against David Guthrie, their former Secretary-Treasurer.

Mr. Guthrie was elected Trustee of the Section for the year 1872, and on the 15th of July of that year was appointed by the Trustees Secretary-Treasurer, his remuneration being fixed at "5 per cent. each office on all moneys and bills that pass through his hands." He was re-appointed in July, 1873. In January, 1874, a new Secretary-Treasurer was appointed by the Annual Meeting, but Guthrie continued to act, and did act for that year, he refusing to give up the books, &c.

The particulars of the sums claimed by the applicants as being wrongfully withheld, are as follows :

1. 1871. Over paid collector.....	\$8 25
2. 1872. " " treasurer	7 00
3. " " Hugh Chisholm's taxes	5 25
4. " " Illegal overcharge, lawyer's fees.....	11 00
5. 1873. Treasurer overcharge.....	9 86
6. 1874. Taxes refused to pay on account for.....	5 73
7. " " Treasurer's fees after refusing to deliver.....	5 27
8. " " Paid Allen McDonald without Trustees' order.....	4 50

\$56 86

JUDGMENT : The present Trustees claim that the Treasurer's remuneration is 5 per cent and not 10, as charged for.

It is true that there is only one office, but I think the intention was to give 10 per cent., and the auditors appear to have been of the same opinion, for they have passed it at this rate in their audits for the years 1872, 1873 and 1874. This disposes of items 2, 5, 6 and 7. Items 4 and 8 have also been passed and allowed by the auditors, and cannot now be opened up by these proceedings, which are in the nature of a criminal proceeding. This leaves only items 1 and 3 to consider. As to item 1, the respondent states that he paid this by the written order of the Trustees, which is produced.

As to item 3. It had been returned as uncollected from Hugh Chisholm. Guthrie agreed to give a receipt, and did do so, and it is marked paid in the Collector's Roll. I think he is liable to the S. S. for this sum.

I make no order against Guthrie, as I cannot hold that there has been such a wrongful refusal to pay over as would justify me in enforcing the penal clauses of the Act. Suit could have been brought in the nearest Division for all or any of these sums (see Sect. 176), and the parties saved the expense of attendance of themselves and witnesses at the county town. In taking these proceedings, however, the Trustees appeared to have acted in good faith under the advice of the County Inspector.

I dismiss this application. The Act makes no provision for costs against the Trustees, in case they should be unsuccessful. There will therefore be no order as to costs.

GEO. H. DARTNELL,
J.

March 22nd, 1876.

3. COGHLAN v. THE SCHOOL TRUSTEES OF SCHOOL SECTION No. 4, IN THE TOWNSHIP OF TILBURY EAST, IN THE COUNTY OF KENT.

Agreement under seal—Parties—Building—Contract—Performance.

The agreement sued on was headed "Specification of school-house in School Section No. 4, Tilbury East." Then followed in detail the size of the building, and the work and material to be employed, and it concluded :