months' notice, as required by the letter f appointment.

Upon this construction of the contract, and without regard to the other question raised, I think the plaintiff has been fully paid.

Section 47 of the High School Act, R.S.O. chap. 226, enacts :—

"Every master or assistant of a High School shall be entitled to be paid his salary for the authorized holidays occurring during the period of his engagement with the trustees, and in case his engagement extends three months, or over, he shall then be paid in the proportion which the number of days during which he has taught bears to the whole number of teaching days in the year.

The word "then" I take to mean "in that case."

S.154 of the Public Schools Act (R.S.O.,c. 225) provides that :—

"Every qualified teacher of a public school, employed for any period not less than three months, shall be entitled to be paid his salary in the proportion which the number of teaching days during which he has taught in the calendar year bears to the whole number of teaching days in such year."

The words in italics are added in the last revision and are not to be found in the former Act ; the words "months *and* over" now read "months *or* over." If the altered phrases have made any change in purport or effect, the former Act must govern, for the contract in question was made before the new revision came into effect (see 50 Vict., c. 2, s-s. 3 of s. 9.) The Interpretation Act, s. 15, enacts that "year" shall mean a "calendar year."

The plaintiff contends that "year" means the year commencing 1st January and ending 31st day of December.

I can give it here no such construction. I take it, a year can or does commence from any particular date or event. The municipal year and the fiscal year commence at dates other than January 1st, yet are measured as calendar years.

It is to be noted that the verbiage of the two clauses differ. If, as is asserted, it was meant to ensure a teacher payment for the holidays, it is remarkable that one clause expressly provides for this, while the other is silent on the point.

The plaintiff says he is paid in full for the year 1887. He claimed a balance, according to his mode of computation, but finding he had been credited with an order for his taxes for 1888, he chooses to apply that order in extinguishment of this balance, and bases his whole claim upon the amount he contends to be due him, calculated upon the proportionate number of teaching days he taught in the year 1888.

I have come to the conclusion that the provisions of the statute, as then in force, do not apply to the particular contract herein, and that the plaintiff is precluded by this and other circumstances from recovering.

The plaintiff's construction is extremely plausible, and may be considered to be strengthened by the alteration made by the revision. The defendants admitted that the provision was there for some purpose and to meet some case, but no suggestion was advanced as to its purpose or intent.

My own interpretation of the clause, as it formerly stood, and I offer it with great diffidence, is a paraphrase in these words :

"When a teacher is engaged for any certain fixed period, extending three or beyond three months, and if, for any reason, and without a new engagement, he serves for any number of teaching days after the expiring of such fixed period, he shall be paid for such supplementary services according to the proportion such days during which he so taught bears to the total number of teaching days in the current year."

If this interpretation be correct, it is clear that the plaintiff's case does not come within its scope, and may be almost considered the converse of it.

Further, I think the claim is not even an equitable one. If the Board had relied upon the strict terms of his engagement, he would have lost the honorable promotion he was offered and obtained and also its increased emoluments. They had to consider whether they had to put up with the partial disorganization of a school consequent upon a change of masters, or retain the services of a disappointed and perhaps soured and discontented servant.

It is to be remarked that we have it in his own words that at the time of the severance of the connection "nothing was said about arrears of pay." No such claim was then made. The defendants thought they were paying him in full, and if such demand had been then made it might materially have modified their action. They had no opportunity of considering it ; it