

63 Vict., c. 17 (O.) does not apply, such guardian not being a trustee within the meaning of the section.

*Held*, also that under the circumstances of this case six per cent. interest was a fair rate to charge the guardian on the moneys in his hands.

*W. R. Riddell*, K.C., for plaintiff. *Aylesworth*, K.C., and *Lance*, for defendant.

Boyd, C., Ferguson, J.]

[Sept. 17.

IN RE LIVINGSTONE ESTATE.

*Tenants in common — Joint tenants — Title by prescription — Statute of limitations.*

Where of five tenants in common of a farm, three acquired a title against the other two by virtue of the statute of limitations,

*Held*, that the title so acquired by the three tenants in common was a joint tenancy of the two-fifths, and they were then tenants in common of their original three-fifths and joint tenants of the two-fifths so acquired.

*W. H. Blake*, for adult heirs of John Livingstone. *Glyn Oster*, for May Livingstone.

Boyd, C., Ferguson, J.]

[Sept. 17.

GREENLEES v. PICTON PUBLIC SCHOOL BOARD.

*Public Schools — School Board — Notice of meeting — Terminating contract with school master.*

The plaintiff was the master of a public school. There were eight members of the school board, and at a meeting on Feb. 19th, a resolution was passed instructing the secretary to notify the plaintiff that the contract between him and the board should cease on March 31st, which he accordingly did. The notice of the meeting given to the members of the board did not state that the matter of determining the plaintiff's contract was to be considered, and some of the members had no knowledge of this fact nor had the plaintiff any knowledge or notice of the meeting. Only six members of the board attended the meeting of whom four voted in favour of the resolution and two against it.

*Held*, that the above resolution and notice to the plaintiff in pursuance of it was not a fair or proper exercise of the power and option to determine the plaintiff's contract contained in it, and the agreement with the plaintiff was not terminated thereby.

The plaintiff brought this action under the above circumstance, claiming a balance of salary, and had recovered judgment for \$132.03.

*Held*, that the matters of difference between the parties fell within R.S.O. c. 292, s. 77, sub-s. 7, and the Division Court had jurisdiction.

*Allison*, for plaintiff. *Clarke*, K.C., for defendants.