

The object of framing the contract in this way was, as appears from the evidence of Mr. Wilkinson, Secretary-Treasurer of the School Board, to secure the re-engagement of the teachers so that their services might be available when the schools were opened at the beginning of January, after the Christmas holidays and at the same time to leave to the incoming Board the fixing of the salaries for the ensuing year; instead of having them fixed by a board, the term of office of one half of the members of which, was on the eve of expiring.

The duty of making provision for re-engaging the teachers devolves on the Board's Management Committee, and by its report made on the 29th day of November, 1900, and adopted by the School Board, it recommended "that all teachers now on the regular staff be re-engaged except those who are marked 3 or worse in their teaching or discipline by both inspector and principal."

"That all teachers who are marked 3 or fair or worse in both teaching and discipline by the inspector and principal be notified that if there is not some improvement within three months from the date of the notice, they will be notified that their services will be dispensed with at the end of June, 1901."

It was in pursuance of this resolution that the agreement to which I have referred was entered into, and agreements in the like form had been entered into between the School Board and the teachers in the years 1897, 1898, 1899, and 1900.

According also to the evidence of Mr. Wilkinson, the Management Committee had no power to fix the salaries to be paid to the teachers who were engaged on their recommendation, and did not assume to do so, the practice of the Board being, as I have mentioned, to leave that to be done by the new Board.

For many years it had been the policy and practice of the Board to make yearly increases in the salaries of the teachers who were re-engaged; the amount of these increases was not the same in every year; and there was, no doubt, no legal obligation resting on the School Board to make them in all cases or indeed in any case.