

Arbitration in case of Difference between Teacher and Trustees.

84. In case of any difference between trustees and a teacher, in regard to his salary, the sum due to him, or any other matter in dispute between them, the same shall be submitted to arbitration,* in which case:

(1) Each party shall choose an arbitrator.†

(2) In case either party in the first instance neglects or refuses to appoint an arbitrator on his behalf, the party requiring the arbitration may, by a notice in writing to be served upon the party so neglecting or refusing, require the last-mentioned party within *three* days, inclusive of the day of the service of such notice, to appoint an arbitrator on his behalf, and such notice shall name the arbitrator of the party requiring the arbitration; and in case the party served with such notice does not within the *three* days mentioned therein, name and appoint an arbitrator, then the party requiring the arbitration may appoint the second arbitrator.

Local Superintendent to be an Arbitrator.

And, (3) The local superintendent, or in case of his inability to attend any person appointed by him to act on his behalf, shall be a third arbitrator, and such *three* arbitrators, or a majority of them, shall finally decide the matter.‡

Powers of Arbitrators to Examine.

85. The arbitrators may require the attendance of all or any of the parties interested in the reference, and of their witnesses, with

* See the *fifteenth* section of the Common School Act of 1860, page 43.

† The arbitrator's award is final as to teacher's claim for further salary.—The Court of Queen's Bench has decided, that the non-payment of the first award is not a non-payment of the teacher's salary under his agreement, so as to entitle him to such salary after the award; nor was it a matter in difference, within the meaning of the act, which could authorize a second reference.—*Kennedy v. Burness et al.* 15 Q. B. R. 473.

The Court of Common Pleas has also decided a similar case; A school teacher, after an award had been made in his favour on a dispute as to salary with the trustees, afterwards made a claim in a second arbitration for the amount payable under the first award, together with his salary for the further period which had elapsed since such award, and sought under an award obtained *ex parte*, and a warrant thereon, to recover the amount by a seizure of the trustees' goods. Held by the Court on replevin by the trustees, that such a course was illegal, and not contemplated by the School Acts.—*Kennedy v. Burness et al.*; *Murray v. Burness et al.* 7 C. P. R. 227.

‡ The Common School Act of 1860 further enacts:

9. If the trustees wilfully refuse or neglect, for *one* month after publication of award, to comply with or give effect to an award of arbitrators appointed as provided by the [preceding] *eighty-fourth* section of the said Upper Canada [Consolidated] Common School Act, the trustees so refusing or neglecting shall be held to be personally responsible for the amount of such award, which may be enforced against them individually by warrant of such arbitrators, within *one* month after publication of their award; and no want of form shall invalidate the award or proceedings of arbitrators under the School Acts.