

afford sufficient reason to restrict the meaning of the words employed.

It is also argued that, as sec. 34 requires the appointment of arbitrators "then and there," it cannot be intended that there should be a poll. But the fact that the polling is part of the meeting is a sufficient answer to that objection, though indeed it implies that the voters shall remain till the close of the poll so as to take part, if necessary, in choosing an arbitrator.

Another objection to the poll was that it was granted on the demand of two persons, one of whom, William Alexander, was a farmer's son, and not a ratepayer. It is said on the other side that he is a ratepayer. The only documentary evidence offered is not conclusive. Whether he comes within the definition of ratepayer in sec. 2 makes, I think, no difference. It appears from the affidavit of Robert Russell, filed on behalf of the plaintiff, that the poll was granted by the chairman on a show of hands, so that apparently the chairman did not act only upon the demand made by two persons, but also upon the desire of the majority of the meeting. No objection upon this score was made at the time, nor any objection made to the inspector within 20 days, as prescribed by sec. 15.

As I consider that the poll was proper and a part of the special meeting, and that farmers' sons were entitled to vote, the plaintiff's objections to the result of the vote fail, and I am unable to grant the injunction on the grounds on which it was asked, against the change of site or removal or completion of the school. . . .

I refuse the motion, with costs in the cause to defendants, unless the trial Judge otherwise directs. I may say that I have dealt with the matter as I have because it was practically a question of construction of the statute, on which the evidence at the trial could throw no additional light. If the parties desire it may be turned into a motion for judgment.

The parties consenting that the motion for injunction herein be turned into a motion for judgment, the action is dismissed with costs (including the costs of the motion for injunction), for the reasons given for the refusal of the injunction asked for.