It should be remembered that arbitrators are "entitled to the same remuneration *per diem* for the time employed" as are county councillors; and the law requires that "the parties concerned shall pay all the expenses of the arbitration," according to the award of the arbitrators.

When the arbitrators have agreed upon their award, they should reduce it to writing, sign and seal it. This is "making" the award. When thus made, it should be sent to the trustes for their information and that of the ratepayers. This is "publishing" it. It is competent, however, for the arbitrators to declare or publish the award orally, in presence of the parties concerned, viz., a public meeting of the trustees and ratepayers. Should the award thus published be afterwards, by consent, reduced to writing, (as above,) it should be identical in its terms with the oral declaration made, and should be merely a written record of it. Any material variation in the written record of the oral award would destroy its validity and certainty. (In regard to the general rules of law which govern arbitrations, which are too long to be given here, see the new and revised edition of the School Law Lectures, page 53.)

Even after an arbitrator or arbitrators have been appointed to select a site, it is competent for a majority of the trustees and of a public school meeting called for that purpose, to agree upon the choice of a site before an award is made. This agrement revokes the submission of the matter to arbitrators, who should at once be notified of the fact, so that no award may be "made." The new law also provides an easy way of meeting the difficulty, should an award be made which is not satisfactory. It enacts "that with the consent, or at the request of the parties to the reference, the arbitrators, or a majority of them, shall have authority, within three months from the date of their award, to reconsider such award, and make and publish a second award, which award (or the previous one, if not reconsidered by the arbitrators) shall be binding upon all parties concerned, at least one year from the date thereof."

Where no desire is felt by the trustees or ratepayers to change the site of a section, the trustees have full power to enlarge it at their discretion, and to erect a new school house on it, or to repair the old one, without consulting their constituents.

If the owner of a newly selected school site, or of land adjoining an old site (which the trustees have decided to enlarge) should refuse to sell it, or should ask an unreasonable price for it, the law requires the trustees and owner each to appoint an arbitrator to appraise the damages, to the owner, of such compulsory sale. Upon the tender of payment of these damages to the owner of the land by the trustees, they can take possession of the land for school purposes, and proceed to erect a school house on it, or to enclose it.

On the selection of a person's land for a new school site (without his knowledge or consent) within one hundred yards of his garden, orchard, pleasure ground, or dwelling house, the owner may either consent to the sale of the new site at a reasonable rate, or he may refuse to sell it, at his pleasure. But, in regard to the *enlargement* of the old school site, the law gives the owner of the adjacent land only a restricted privilege, should the trustees offer to buy the additional land. In case of refusal to sell it, the law requires the trustees and owner each to appoint an arbitrator to appraise the damages, and upon tender by the trustees (as above) of the amount of damages awarded, the trustees can take and use the land for the purposes of their trust.

The provisions of the law on the compulsory sale of school sites are twofold, although they have been frequently confounded together. The first part of the section on the subject refers (1st) to "the selection of land for a *school site*," and (2nd) to "the selection of land for "*enlarging school premises.*" In these two cases the trustees can demand an arbitration should the owner of the selected or enlarged site refuse to sell, or ask too large a price for the land. In the first class of cases (*i. e.*, the selection of a *new* site) the owner can lawfully refuse to sell, or to submit to arbitration, when the site selected is within 100 yards of his "orchard, garden, pleasure ground, or dwelling house;" but where the trustees merely wish to enlarge their existing school premises, the owner has only a restricted right. The new law of 1874 declares that the Act of 1871 "shall not be held to restrict trustees in the enlargement of an existing school site to the required dimensions." But it provides "that no such enlargement shall be made in the direction of the orchard, garden, or dwelling house, without the consent of the owner of the land required, unless the school site cannot be otherwise enlarged: nor shall it, without the consent of such owner, include any part of his garden, orchard, or the grounds attached to his dwelling house." The provision of the law does not in any case (as has been supposed) apply to persons whose house, orchard, &c., may happen to be within 100 yards of the proposed site, but who are not in any way concerned in the sale of land for the enlarged site.

In case a new school site is chosen in a school section, and the old one is no longer required, the trustees are authorized "to dispose, by sale or otherwise, of any school site or school property not required by them, and to convey the same under their corporate seal, and to apply the proceeds thereof for their lawful school purposes. And all sites and other property given or acquired, or which may be given or acquired, for common school purposes, shall vest absolutely in the trustee corporation for this purpose."

This case differs materially from one in which a change of boundaries necessitates a change of site. Under such circumstances the law declares that, "In case a school site, or school house, or other school property, *be no longer required* (*i. e.*, in either section) in consequence of the alteration or the union of school sections, the same shall be disposed of by sale or otherwise, in such manner as a majority of the ratepayers in the altered or united school sections decide at a public meeting called for that purpose. And the inhabitants transferred from one school section to another shall be entitled, for the public school purposes of the section to which they are attached, to such a proportion of the proceeds of the sale of such school house or other public school property, as the assessed value of their property bears to that of the other inhabitants of the school section from which they have been so separated; and the residue of such proceeds shall be applied to the erection of a new school house, or to other public school purposes of such altered or united sections."

Trustees are required by law to "Take possession and have the custody and safe keeping of all public school property which has been acquired or given for public school purposes in such section, and to acquire and hold as a corporation, by any title whatsoever, any land, movable property, moneys, or income for public school purposes, and to apply the same according to the terms on which the same were acquired or received."

The provision of the law which vests all school property in the trustee corporation for the purposes of sale, requires that trustees should, whenever practicable, obtain without delay a deed, a bond for a deed, a lease, or other legal instrument, granting quiet possession to them of the property in their section, in case they have not sufficient title to it. Objection is frequently made to the right of trustees to assess the section for the building of, or repairs to, the school house, where no full legal title to the school premises is vested in them. To remove this objection (although it is only a technical one) trustees should obtain the legal instrument referred to, and have it registered without delay. Every public school house and site are exempt from taxation, as provided in the Assessment Act.

The trustes should not fail to register their title to the school site. In case the owner of a site refuses to sell it to the trustees, and they are compelled to take possession of it under an award of arbitrators, they should, on affidavit of one of their number verifying the same, register the award in the Registry Office, if the owner should refuse to give them a title under the award.

Want of registration of title does not deprive the trustees of the right to assess aud collect money for any of the school purposes of the section.

The Municipal Institutions Act authorizes township councils to pass by-laws "for obtaining such real property as may be required for the erection of public school houses thereon, and for other public school purposes, and for the disposal thereof when no longer required; and for providing for the establishment and support of public schools according to law."

II. Papers on School House Architecture.

1. THE RIGHT KIND OF SCHOOL ARCHITECTURE.

Dr. R. C. Kedzie, of the state Agricultural College, deserves the grateful thanks of the public for his well-directed labours in behalf of reform in school-house architecture. In a recent communication to the Lansing *Republican*, he says:—

The first demand of architecture is that the building shall best secure the objects for which it is erected. This is the first and principal aim of true architecture. The form and appearance of the building, the amount and kind of ornamentation, are matters of secondary consideration. To reverse this order—to determine the form and appearance first, and then let the uses of the building accommodate themselves to the building as best they can—is to follow pride, not architecture. To erect a school building of imposing appearance to catch the public eye, regardless of the best interests of the scholar, is an imposition. In this State we have had enough of such architectural idols to which the health and life of our scholars