

On the 24th March the Inspector went to the District, and, after taking evidence, declared the legal Trustees to be Messrs. Belyea, Deveber, and Woodman. Upon this, Mr. Belyea informed the Inspector that he would not act any longer, though his resignation was not accepted or acted on until the 5th of May, when one Thomas Day was appointed a Trustee in his place. On the 3rd of April the plaintiff, hearing that Day was likely to be appointed a Trustee, handed to Mr. Belyea, whom she supposed to be Secretary, the following notice in writing :

Westfield, April 3rd, 1875.

Mr. N. BELYEA, Secretary to the School Trustees.

Dear Sir,—In accordance with our agreement, I hereby give you notice that I shall not teach a school in this District longer than the present term if Thomas Day is appointed Trustee.

Yours, &c.,

(Signed) AMELIA EVANS.

This notice was kept by Mr. Belyea, and was not shown by him to the other Trustees, Messrs. Woodman and Deveber, nor did it appear that they ever asked to see it. Learning, as they stated in giving evidence, from the plaintiff and Mr. Belyea, that a notice had been given, which they also said they thought to be an absolute notice and given before the 1st of April, Woodman and Deveber employed another teacher to take the plaintiff's place after the 1st of May. On 30th April, Day not having been appointed, the plaintiff informed the defendants that she desired to continue teaching. On that day, also, the contract was signed by Woodman and Deveber and delivered to the plaintiff. The defendants, however, refused to permit her to teach any longer, and the other teacher took her place on the 3rd of May. The plaintiff now brought this action to recover damages for wrongful dismissal. Evidence was given by the plaintiff that when she spoke to Woodman and Deveber of the notice, she informed them it was conditional, and that she was willing to continue since Day had not been appointed. This was contradicted, but no question turned upon it under the Judge's direction. His Honor charged the Jury—

1. That the agreement being in writing, and under seal, it could not be varied by conversations, and could not be discontinued unless both parties met together and mutually agreed that it should be at an end.

2. That, as the contract required the month's notice in writing to be given, the notice in this case was of no effect, because it was not the month's notice.

3. That it was also of no effect because it depended on a contingency, which did not happen before the end of the term.

4. That it made no difference what the plaintiff told Woodman and Deveber regarding the notice. Being in writing it must speak for itself, and the defendants were bound in law to know its contents. The contract, therefore, continued in full force and the defendants were liable for the wrongful dismissal. As she had shown she had been out of employment since, His Honor said she was entitled to recover an amount equal to her salary up to the close of the school year, on the 31st October.

The Jury returned a verdict for the plaintiff for \$150, made up as follows: Salary to 30th April \$27.60; do. to 31st Oct. \$80; Government allowance \$35; expenses \$7.40.

Attorneys:

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G. SIDNEY SMITH,

For Plff.

For Def'ts.

Council:

W. G. PUGSLEY, for Plff.

GEO. C. GILBERT, for Def'ts.