

- (2) *The Trustees (and not the Teacher,) the proper parties to sue for a Trespass on the school-house.*

Under the forty-fourth section of the School Act of 1843, 7 Vic. c. 29, the Trustees of the School, and not the Teacher, should sue for a trespass on the school-house; unless it can be shown that the Trustees have given the Teacher a particular interest in the building, beyond the mere liberty of occupying it during the day for the purpose of teaching.—*Monaghan v. Fergusson et al.*, 3 Q. B. R. 484.

- (3) *Trustees agreeing to furnish a Teacher with fuel, must be applied to for same.*

A Teacher charged Trustees upon a special agreement stated to have been made by them, to furnish the said Teacher with fuel when required :

*Held*, that they could not be charged with a breach of covenant, as a request with time and place had not been stated in the Teacher's declaration. — *Anderson v. Vansittart et al.*, 5 Q. B. R. 335. [*Qy.*, whether such an agreement could be enforced. See (6), page 164.]

- (4) *Teacher's agreement with Trustees should be under Corporate Seal.*

In an action brought by a Teacher against Trustees appointed under the [old] School Act of 1846, 9 Vic. c. 20, setting out a special agreement to retain said Teacher in their employment for a year at a certain salary; and also in a special action brought by the Teacher, founded on a verbal agreement for wrongfully and without cause turning the Teacher away, and preventing him thereby earning his salary, &c.

*Held*. In both cases that the declaration was bad, in not stating that the agreement was made by the Trustees with their corporate seal. (See 56, page 181.)—*Quinn v. Trustees*, 7 Q. B. R. 130.

- (5) *Trustees cannot be sued for money, but for order when it is their duty to give an order.*

If the School Trustees refuse to sign the order upon the Local Superintendent for the payment of the School Fund as provided