secretary telegraphed the appellant: "A resolution was passed at the regular meeting of the Board of Education July 27th giving you one month's notice that your contract with the board is cancelled." On the following day, the chairman of the board wrote to the appellant: "According to resolution of board at the regular June" (mistake for July) "meeting, you are hereby given a month's notice that your contract with Campbellford School Board is cancelled." On the 28th July, the appellant wired in answer to the telegram sent on that day: "Matter settled at June meeting. I shall hold board responsible for next year's salary." (At the June meeting, a motion that the appellant be asked to resign was defeated.)

It was argued that, if any notice was authorised to be given, or if the chairman or secretary might properly act upon the resolution by giving the notice, a notice to resign is a very different thing from a notice to terminate the contract between the parties. But "no particular form of words is necessary to effect a removal. . . . ; a demand for one's resignation may be the equivalent of a removal:" Am. & Eng. Encyc. of Law, 2nd ed., vol. 23, pp. 432, 433. This is a correct statement of the law; and, if a demand of a resignation may be the equivalent of a removal, a notice to resign may be the equivalent of a notice to terminate an employment, and should be so treated if it was understood in that sense by the parties. That it was so intended and understood by both parties was manifest.

Reference to Stephenson v. London Joint Stock Bank (1903), 20 Times L.R. 8.

The removal of an officer of a municipal corporation need not be by by-law—a resolution of the council is sufficient: Vernon v. Town of Smith's Falls (1891), 21 O.R. 331; Village of London West v. Bartram (1895), 26 O.R. 161; and so the determination to give notice to determine an employment, which is but a step towards removing the employee, may properly be evidenced by a resolution.

It having been resolved to terminate the appellant's employment by notice, it was within the power, and indeed was the duty, of the executive officers of the board to act upon the resolution and give the requisite notice.

A by-law not being necessary, it was not necessary that the notice to terminate the contract should be under the board's corporate seal: Roe ex d. Dean and Chapter of Rochester v. Pierce (1809), 2 Camp. 96; Doe d. Co. of Proprietors of the Birmingham Canal Navigations v. Bold (1847), 11 Q.B. 127.

Appeal dismissed with costs.