

As a consequence of this the Delta school was closed during the days of this entrance examination—a number of plaintiff's pupils wrote on this examination.

The inspector appointed the plaintiff to go to another school, viz., that at Newborough, and preside at the entrance examination there. Consequently plaintiff was not teaching on the days of the examination. The examination lasted three days. Defendants have only deducted two days, probably because the third day was a Saturday.

On the usual method of computing (sec. 81 (4) of Act), plaintiff's salary for these two days would amount to \$4.27.

Plaintiff did not notify defendants that school would be closed on these days. Stevens, one of the defendants, says that had they been notified another room suitable for the school, or for holding the entrance examination, could have been provided without any additional expense to defendants. There is no evidence before me that such a course is ever adopted, and, in view of the fact that the inspector, who would understand such matters best, sent the plaintiff to Newborough, and of the number of plaintiff's own pupils who were writing on this entrance examination, and the disorganization which would naturally follow, I do not think such a course would have been adopted by the trustees, even if plaintiff had formally notified them of the fact of the examination, and requested instructions.

From the evidence I hold that defendants are not entitled to treat these two days as being days on which plaintiff absented himself from their services and his duties, and that he is entitled to be paid for them, and in view of the way the parties have presented the case before me, and the way teachers are paid when absent on sick leave, I find he is entitled to \$4.27 for them.

If the calculation be made the other way, viz., by deducting these days from the total teaching days of the year, there would still be a sum of money coming to the plaintiff.

I find, therefore, that the plaintiff is entitled to recover \$4.27, and as plaintiff's salary was not paid in full at the expiration of his agreement, he is entitled under the statute to recover at the rate in the agreement till suit brought. The rate in the agreement being \$2.13 per day, and there being 58 teaching days from 29th August to 22nd November, date of issue of summons, he is entitled to \$125.67 additional, making a total of \$129.94.

The plaintiff, as before intimated, is not entitled to anything more in respect of the continuation class.

I direct judgment to be entered for \$129.94, and costs payable in 15 days.