

My brother Street in coming to the conclusion that the School Board was not entitled to require the Municipal Council to raise the full amount of the Estimate for Salaries proceeded upon the ground that as to all of the \$42,841 objected to except \$8,959.25, the School Board was not entitled to require it to be raised by the Municipal Council because, as he determined, it was intended to provide for paying to the teachers in the employment of the School Board as for salaries sums which the Board was under no legal liability to pay, and therefore to make provision for an increase in their salaries "in the shape of a mere prospective voluntary payment which they (*i.e.* the School Board) might make or withhold at their pleasure." It was, according to the view expressed by my learned brother, "as if they had asked for this \$41,000 in order that they might present it to the teachers as a bonus over and above the salaries for which they had agreed to do the work of their position."

I am, with great respect, unable to agree with this view. It is in my opinion by no means clear that upon the facts and circumstances appearing in the documentary and other evidence before us the School Board after the passing of the resolution of the 6th March, 1901, to which I shall refer, was not under a legal obligation to pay the larger salaries for the payment of which the estimate for salaries was intended to make provision.

The material provisions of the agreement between the teachers and the School Board, by which they were re-engaged for the year 1901, as far as they affect the question under consideration, are stated by my learned brother, and it is unnecessary for me to repeat them. It will suffice to point out that the agreement of the teachers is not simply to serve during the year in the school and at the salary set opposite to his name in the schedule, but that he will serve in that school and at that salary "or at such salary and in such school and division of the same as they (*i.e.* the School Board) may from time to time appoint," and that the contract of the School Board, as I read it, is to pay either the salary named in the schedule or that, whether it be higher or lower, which the Board should from time to time fix as the salary which the teacher was to be entitled to receive.