

Friday, &c., &c., Easter Monday and any day appointed by proclamation. It should be observed that in these Interpretation Acts the word is "holiday," not "public holiday." I do not consider the respondent has succeeded in making any valid distinction between the words for the purposes of this application.

I decide against the objections. I think, in so doing, I obey the directions of our Interpretation Act in giving the words before me, "such fair, large and liberal construction and interpretation as will best ensure the attainment of the object of the Act, and of such provision or enactment according to their true intent, meaning, and spirit."

The remaining questions are as to amending the petition by striking out the allegations of "treating" or otherwise so as to state any offence contrary to the statute. The petition is drawn in the widest and vaguest terms. It charges simply "bribery, treating and undue influence." This general form seems sanctioned by the English Practice (See *Beal v. Smith*, L. R. 4, C. P. 145), where the allegations seemed precisely similar. Bovill, C.J., in giving judgment, says:—"It seems to me that it sufficiently follows the spirit and intention of the rules, and no injustice can be done by its generality, because ample provision is made by the rules to prevent respondents being surprised or deprived of an opportunity of a fair trial by an order for such particulars as the Judge may deem reasonable."

Our statute does not specifically prohibit "treating" by name, and certain provisions in the English Acts as to giving meat or drink to individuals are omitted. Our statute, section 61, prohibits the furnishing of entertainment to any meeting of electors assembled for the purpose of promoting such elections, or pay for, procure or engage to pay for, any such entertainment, except at a persons residence. Now, I do not feel at liberty to insist in an alteration in the form of the petition, as possibly under the general term of "treating" some matter may be gone into, coming within our law.

*Summons discharged.\**

## CORRESPONDENCE.

TO THE EDITORS OF THE LAW JOURNAL.

*School law—Hiring of teachers.*

GENTLEMEN,—Would you kindly give your opinion of the following case through the columns of the next issue of the LAW JOURNAL, the question being one of general interest, especially to school trustees and teachers:

A school teacher is engaged by trustees to teach for one year from, say 1st January; and the day before the summer vacation commences, the teacher, at his own request, is released from his agreement, in order that he may engage in some other business, being

desirous of quitting teaching, for the time at least. Can he, under these circumstances, compel the trustees to pay him for the summer vacation, and if so, would the teacher, who is engaged by the trustees to complete the term be also entitled to be paid for the same vacation, although engaged during the vacation or after it has expired. I understand that the opinion is held in the Educational Office in Toronto that both teachers would be entitled to be paid by the same trustees for the summer holidays, which view of the case seems so unreasonable and inequitable that I have taken the liberty of asking your opinion on the matter.

Your attention will confer a favor on

Respectfully yours,

TRUSTEES.

Clinton, 26th July; 1871.

[We understand, from the best authority, that it was never "held in the Educational Office in Toronto that both teachers would be entitled to be paid by the same Trustees for the summer holidays." As a matter of law, we should say that employment for a year obliges the teacher to continue in his employment for twelve months, and any abandonment of his employment during that period, with however the assent of the trustees, entitles him to payment of the proportionate part of his salary. He would of course be entitled to all the holidays which are allowed during the period of his engagement, if he keeps it; and his successor, when he takes employment, is entitled to those holidays which occur during his period of service.

Some trustees, who have a love of change, employ teachers for short periods, and economically manage to be without teachers during holidays. Such economy saves money, but sacrifices the best interests of the schools under their charge. Changing teachers is the bane of every school which is so mismanaged.]

—Eds. L. J.

A written promise to pay a certain sum of money at a certain time, and to a certain person is a negotiable promissory note, and no words added after the promise which facilitate the collection of the note in case of default, unless they contain some condition in the happening of which the note is not to be paid, affect its negotiability.

—*Zimmerman, et al. v. Anderson.* [*Can. Legal Gazette*].

\* From the above judgment the respondent appealed to the Court of Queen's Bench, but the decision was upheld.—Eds. L. J.