

MacMahon, J.:—During the argument I entertained the opinion that the increase in the salaries of the teachers, after the formal contracts entered in December, 1900, by them with the School Board, was, as expressed by Mr. Justice Street, in the nature of a bonus over and above the salaries for which they had agreed to do the work of their position, but, having regard to the provisions of the contract, it is clear that the salary is not absolutely fixed by the amount placed in the schedule opposite the contracting teacher's name, but is to be at that salary "or at such salary and in such school and division of the same as the School Board may from time to time appoint," so that what may be called a provisional contract was entered into by the teacher, and the incoming School Board could increase or reduce the salary mentioned in the schedule according to the school or division in which such teacher was placed.

When one speaks of an "estimate" for work to be performed, that usually includes a somewhat detailed description of the work and materials to be employed in its construction and the cost thereof. But, as pointed out in the judgment of his Lordship the Chief Justice, where estimates are furnished by the School Board, that particularity is not required.

I agree with the disposition of the appeal and cross-appeal made in the judgment of the Chief Justice.

Lount, J.:—I agree.