

2. The members of the Board were honorary trustees of the property held for the purposes of public education, but their relation towards the staff of teachers is not in any legal or equitable sense fiduciary.

3. Their power and duty is to employ "teachers, officers and servants," and "to appoint and remove such teachers, officers and servants as they may deem expedient."

4. The members of the Board are the judges of what they deem expedient in each particular case. In the matter of removal or dismissal of a teacher they may institute an investigation, or they may dispense with it and proceed on their own conviction of what is right from a general knowledge of the situation; they may act on the report of the provincial inspector even if irregularly obtained, if they are satisfied with it; and they may remit the matter to a committee and act on its report.

5. Cases of charitable endowments in which property is clothed with a trust for the maintenance of a schoolmaster considered, and *Willis v. Child* (1850), 13 Beav. 117, and *Attorney-General v. Magdalen College, Oxford* (1847), 10 Beav. 402 contrasted. *Haman v. Governors of Rugby School* (1874), L.R. 18 Eq. 18 referred to with approval.

6. The injunction was improvidently or erroneously granted, but, while it stood unavoided or not appealed from, it should not be lightly regarded by those enjoined: what was done here was not a violation of its terms, but was in contravention of its reasonable import. The order contemplated the retention of the status quo. The Board suspended the teacher possibly with a view to turn the edge of the injunction, but, as the active members inculpated disclaimed, under oath, any intentional disrespect, the Court marked its sense of what was done by giving the plaintiff the costs.

*McBrady*, K.C., for plaintiff. *F. E. Hodgins*, K.C., for the Board and some of the trustees. *Godfrey*, for L. S. Levee, a trustee.

Boyd, C.]

RE FULLER T. MCINTYRE.

[April 5.

*Vendor and purchaser—Partnership land—Death of one partner—Conveyance to surviving partner by administratrix—Infants—Consent of official guardian—Personalty.*

Two brothers in partnership in business were the owners of certain land as partnership assets which was used in the business. One of them died intestate, leaving a widow and infant children and the widow took out letters of administration and conveyed the land to the surviving partner. Later the surviving partner died and his personal representative agreed to sell the land.

On an application under the Vendors' and Purchasers' Act R.S.O. 1897, c. 134, in which the purchaser claimed that the consent of the official