

or proved, even if that was important: see *In re McKain and Canadian Birkbeck Co.* (1904), 7 O.L.R. 241.

The appeal should be allowed, and the issue found in favour of the appellants, and an order should issue, under sec. 121 of the Companies Act, requiring the company forthwith to register the appellants as the owners of the shares in the company's books; the company to pay the costs of the application, issue, and appeal.

FIRST DIVISIONAL COURT.

APRIL 3RD, 1917.

*SMITH v. CAMPBELLFORD BOARD OF EDUCATION.

Schools—Engagement of High School Principal—Contract—Provision for Termination on Notice—Notice to Terminate—Resolution of Board of Education—"Month's Notice to Resign"—Absence of By-law—Sufficiency of Resolution—Notice Given pursuant to Resolution—Necessity for Seal—Powers and Duties of Executive Officers.

Appeal by the plaintiff from a judgment of the Eleventh Division Court of the United Counties of Northumberland and Durham, pronounced on the 23rd January, 1917, dismissing the action, which was brought for a balance of the plaintiff's salary as principal of the high school under the jurisdiction of the defendant board.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, HODGINS, and FERGUSON, J.J.A.

W. C. Mikel, K.C., for the appellant.

Grayson Smith, for the defendant board, respondent.

The judgment of the Court was read by MEREDITH, C.J.O., who said that the appellant's engagement was for one year beginning on the 1st November, 1915, and ending on the 31st October, 1916, subject, as the written agreement provided, to the right of either party to terminate the engagement "by giving notice in writing to the other of them at least one calendar month previously and so as to terminate on the last day of a calendar month."

At a regular meeting of the board on the 27th July, 1916, it was resolved "that Principal Smith be given a month's notice to resign," and "that the internal committee advertise in the *Mail and Empire* and *Globe* for a principal." Next day, the