

of the trustees regularly called, but being signed by the individual trustees upon being called upon at their houses for that purpose, was not binding: *Lambier v. South Cayuga School Trustees*, 7 A. R. 506.

REYNOLDS, JUN. CO. J.—In this case I find that there was no meeting of the trustees, as required by sec. 20, so as to make the re-engagement of, or second agreement with, the plaintiff binding on the defendants; consequently plaintiff cannot sue on that agreement.

There is, however, little practical difference, inasmuch as I hold that plaintiff would only have been entitled to that proportion of the grant in respect of the continuation class applicable to the period from January to June, 1902, and the \$17.04 paid by the defendants would amply pay this.

I further find that this sum of \$17.04, being expressly paid (as per Alex. Stevens's letter of 29th October, 1902) for his continuation work, cannot now be taken into account. It could not be recovered back by the defendants or now applied by them to any other indebtedness to the plaintiff.

I further find as a fact that plaintiff was engaged by defendants, as per agreement of 14th January, 1901, at a salary of \$450 per annum, and, the second agreement not being binding, this old agreement continues (*McPerson v. Osborne School Trustees*, 1 O. L. R. 261), and the parties' rights must be determined by that.

I further find that plaintiff taught during the period from 1st January, 1902, to end of August, 1902, when his services ended, pursuant to his notice on 29th August, the last teaching day in August, which termination defendants fully assented to.

I find that this period embraced 131 teaching days (see Education Department circular, form 94). Plaintiff claims to be paid for 130 of these days; defendants say he is entitled to be paid for only 128 of these days, and they have paid him for that number.

Respecting these days in dispute, I find as follows: One day was an election day, when plaintiff was absent with the consent of the trustees, but at his own cost and charges. This day plaintiff does not claim. The two days in dispute arise as follows: The entrance examination for High School purposes was held in the spring (probably June) of 1902, at the Delta school house. This was appointed by the department, and the inspector, I presume by recommendation of the county council under 1 Edw. VII. ch. 40, sec. 411.