

JOURNAL OF EDUCATION,

Upper



Canada.

VOL. XIX.

TORONTO: SEPTEMBER, 1866.

No. 9.

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a notice in writing, dated the 28th of April, 1864, to the trustees of the school section (of which the plaintiff was one) requiring the matter in dispute to be submitted to arbitration, naming in such notice her arbitrator, and notifying the trustees to name one; the defendant Rous, who was the local superintendent, being the third arbitrator by virtue of the statute: that the trustees, at the instance of the plaintiff, named and duly appointed the defendant Pake the arbitrator on their behalf: that the three arbitrators met on the 2nd of May, and on that day the arbitration was entered upon and concluded, and their award made and signed by the three arbitrators, and on the same day it was handed to the trustees, and they were cautioned they would be liable personally if the amount awarded was not paid within a month. It also appeared in evidence that after the month's notice had expired, the arbitrators caused the three trustees to come before them, and that they, the arbitrators, "gathered from them (the trustees) that they levied no rate, made no money, and paid none:" that the arbitrators, in the beginning of July, issued their warrant, directed to the defendant Johnston as their bailiff, to distrain and seize the goods of the three trustees, under which warrant Johnston seized and sold the goods of the plaintiff. The chief witness called by the plaintiff was the defendant Rous, who testified to the facts stated. He also said that an agreement, made between the trustees and the teacher, McGurn, was produced before the arbitrators, and which he thought was under the corporate seal, but on this point he was not sure one way or the other. Patrick Reagon, one of the trustees, was also called by the plaintiff, and he stated in his evidence that he was served with a notice of the award, and that the plaintiff told him he had also been served with a like notice: that the plaintiff was the treasurer of the trustees: that prior to the 19th of May he had collected part of the money from the school section, and that he did not pay over the amount of the award.

LEGAL DECISION ON THE SCHOOL LAW, BY THE COURT OF QUEEN'S BENCH.

HUGHES V. PAKE, NAYLOR, ROUSE AND JOHNSTON.

Arbitration between trustees and teacher—Consolidated Statutes U. C. ch. 126—Evidence of Agreement—Form of award.

Held, following *Kennedy v. Burness*, 15 U. C. R. 487, that arbitrators between school trustees and a teacher, under the U. C. Common School Act, acting within their jurisdiction, are entitled to protection under Consol. Stat. U. C., ch. 126, as persons fulfilling a public duty; and therefore that trespass would not lie against them and their bailiff for seizing goods to enforce their award under sec 86.

It was contended that the arbitrators had no jurisdiction, as no contract under the corporate seal, required by 23 Vic., ch. 49, sec. 12, was proved to have been produced before them; but the plaintiff's witness said an agreement was produced which he thought had the seal, and the plaintiff, as a trustee, had named an arbitrator and submitted the matters in dispute. *Held*, that under these circumstances it might be assumed that the arbitrators had before them all that was necessary to give jurisdiction.

Held, also, that the award set out below was sufficient; and that the act, 23 Vic. ch. 49, sec. 9, which directs that no want of form shall invalidate such awards, should receive a liberal construction.

Trespass *de bonis asportatis*. *Plea*, not guilty, per statute. The defendants appeared by different attorneys, and the statutes noted in the margin of the pleas were Consol. Stat. U. C. chaps. 19, 64, 65, and 126; also, 18 Vic. ch. 131, 16 Vic. ch. 180, and 26 Vic. ch. 5.

The case was tried at the last Belleville assizes, before *Draper, C. J.* From the evidence it appeared that the plaintiff was a trustee of the Roman Catholic separate school No. 20, in Thurlow, of which school one Ann McGurn was teacher: that she claimed nine and one-half months' salary as being due to her: that the matter being in dispute, McGurn, under subsection 2 of the 84th section of the U. C. School Act, addressed

At the close of the plaintiff's case *Diamond*, on the part of the plaintiff Rous, moved for a nonsuit, on the ground that he was a public officer, acting under the 3rd sub-sec. of the 84th sec. of the U. C. School Act: that the action should have been case: that there was no allegation or proof of the defendant having acted maliciously or without probable cause, and that he was entitled to the protection of the act to protect trustees and other officers from vexatious actions. *Holden*, for the arbitrators, defendants Pake and Naylor, made the