

(9) Not applicable to Roman Catholic Separate Schools.

cation, to be a Teacher in said School; and we do hereby contract with and employ such Teacher, at the rate of [*here insert the sum in words*,] per annum, from and after the day hereof; and we further bind and oblige ourselves, and our successors in office, faithfully to employ the powers with which we are legally invested by the said Act, to collect and pay the said Teacher, during the continuance of this agreement, the sum for which we hereby become bound—the said sum to be paid to the said Teacher, [*quarterly, &c., as the case may be*.] And the said Teacher hereby contracts with the Trustees herein named, and binds himself [*or herself*] to teach and conduct the Separate School, in said School Section, according to the School Law and the regulations which are in force under its authority. This agreement shall continue in force [*here insert the period of agreement*,] from the date hereof (unless the certificate of the said Teacher should in the meantime be revoked or annulled* according to law), and shall include all lawful holidays and vacations, prescribed under the authority of the School Law.

Given under our hands and the seals of office, this — day of —, 186—.

K. L., *Witness*.

A. B. } Trustees'
C. D. } corporate seal.
E. F. }
G. H., Teacher. [*Seal*.]

* i. e. By the Chief or Local Superintendent. See page 55.

NOTE.—Agreements between Trustees and a Teacher must be signed by at least two of the Trustees and the Teacher, and must have the corporate seal of the section attached. See the *twenty-sixth* section of the Consolidated Common School Act, page 27. See also the *twelfth* section of the School Act of 1860, below.

The Common School Act of 1860 further enacts that: 12. All agreements between Trustees and Teachers, to be valid and binding, shall be in writing, signed by the parties thereto, and sealed with the corporate seal, and may lawfully include any stipulation to provide the teacher with board and lodging.

DECISIONS OF THE SUPERIOR COURTS IN REGARD TO TEACHERS.

A Local Superintendent Signing a Contract with a Teacher is a mere approval of the appointment.

1. The Court of Queen's Bench has decided, that a Local Superintendent signing, together with trustees, a contract with a teacher, will be considered as having signed the same only as approving of the appointment, and not as contracting with the teacher.—*Campbell v. Elliott et al.*, 3 Q. B. R. 241.

Trustees agreeing to furnish a Teacher with fuel, must be applied to for it.

2. The Court of Queen's Bench has decided that when a teacher charged the trustees upon a special agreement stated to have been made by them, to furnish the said teacher with fuel when required, they could not be charged with a breach of covenant, as a request with time and place had not been stated in the teacher's declaration.—*Anderson v. Vansittart et al.*, 5 Q. B. R. 335. [*Quære* by the Court, whether such an agreement could be enforced.]

Form of a Receipt from Teacher to Trustees.

Received from the Trustees of the Roman Catholic Separate School in Section No. —, in the township of —, the sum of [*here write the sum in words*] in payment of my salary in part [*or in full*], for the [*month or quarter*] ending the — day of —, 186—.

A. B., *Teacher*.