

The plaintiff was a school teacher, and alleged that she was employed by the defendants in that capacity for the year 1908, at a salary of \$500, and was during that year wrongfully dismissed, and her claim was for damages for wrongful dismissal.

The jury found a general verdict for the plaintiff, and assessed her damages at \$50, for which sum, with costs on the Division Court scale, without set-off, judgment was directed to be entered.

It was not disputed that the plaintiff was engaged as she alleged for 1908, but the agreement was not reduced to writing, and the defendants contended that it was, therefore, not binding on them: sec. 81, sub-sec. 1, of the Public Schools Act, 1 Edw. VII. ch. 39, which provides: "All agreements between trustees and teachers shall be in writing, signed by the parties thereto, and shall be sealed with the seal of the corporation."

The appeal was heard by MEREDITH, C.J.C.P., BRITTON and CLUTE, JJ.

C. A. Moss, for the defendants.

J. L. Ross, for the plaintiff.

The judgment of the Court was delivered by MEREDITH, C.J.:—I have reluctantly come to the conclusion that the contention of the defendants is well-founded. . . .

The question was dealt with by the Court of Common Pleas in Birmingham v. Hungerford, 19 C. P. 411. The Act then in force was 23 Vict. ch. 49, and the section which corresponds with sub-sec. 1 of sec. 81 of ch. 39, 1 Edw. VII., was sec. 12, and it read: "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 . . ." Referring to it, Hagarty, C.J., said (p. 412): "If we attach any meaning to the clause cited, we think it must be that a person can only become a common school teacher by agreement under seal, and that any other agreement, verbal or written, would not be an agreement for that purpose with the school corporation." And it was accordingly held on demurrer that the provisions of an Act for an arbitration in case of a difference between the trustees and a teacher as to the salary of the teacher could not be invoked by the plaintiff, there being no allegation in her pleading of an agreement such as sec. 12 requires.

Section 12 has been carried down in the same form, with one exception, through all the consolidations which took place from 1860 to and including 1901. The one exception is the omission of the words "to be valid and binding," which were dropped in the