

Incumbents of endowed rectories yielding over \$400 per annum, and of other parishes or churches yielding over \$1,200 a year, are thus ineligible.

Though for different amounts, clergymen within either class (a) or class (b) are, under clause II., "such other annuitants as have been or may be added to the list." It is upon that qualification that the right to payment of clergymen of both classes rests. Both are "other annuitants;" both are "added to the list;" both are subject to the diminution or extinction of their claims upon the fund by increase of income.

By clause VII., "Any clergyman once placed on the list shall remain thereon so long as he remains eligible in accordance with this by-law, continues to do duty in this diocese, or is on the superannuated list thereof."

Defendant Spencer became entitled on 31st March, 1898, under sub-clause (a) of clause III., to be "added to the list." That right the standing committee recognized on 9th May, 1898, but as a right for the year ending 31st March, 1898. Plaintiff was on 9th May, 1898, put on the list as of 1st April, 1898. Defendant Spencer was entitled, other things being equal, to go on the list in priority to plaintiff by virtue of his seniority in service. But the material point is, that defendant Spencer was added to the list in priority to plaintiff. He was put on in respect of a right or claim which accrued on 31st March, 1898. The resolution recognizing and ordering payment of his claim preceded that by which plaintiff was added to the list as of 1st April, 1898. Though both resolutions were passed on the same day, where, to determine the rights of the parties, it became necessary to do so, the Courts do not hesitate to consider fractions of a day.

From 31st March, 1898, defendant Spencer always remained "eligible in accordance with the by-law," always "continued to do service in the diocese." He, therefore, under clause VII., always remained on the list, and, apart entirely from the effect or operation of the amendments to clause VIII. made in 1902, it is immaterial that he was in 1899 transferred from class (a) to class (b).

By sub-clause (c) of clause V., it is provided that "should any deficiency occur, so that all the clergy on the list cannot be paid, the commuting clergymen shall be paid first, then the next senior, so that if any clergyman is to be unpaid, he shall be the junior on the pay list."

In my opinion, it is impossible to argue successfully that "junior on the pay list" means anything other than "last