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REYNOLDS, JUN. CO.J.

MAY 20TH, 1903.

SIXTH DIVISION COURT LEEDS AND GRENVILLE.

ACHESON v. BASTARD SCHOOL TRUSTEES.

Public Schools—Contract with Teacher—Execution by Trustees—Necessity for Meeting—"Continuation Class"—Appropriation of Payment—Former Contract Continuing—Computation of Salary—Days of Absence.

A plaint by Samuel Acheson against the board of public school trustees for school section No. 11 of the township of Bastard. The plaintiff's claim was for balance of salary as teacher under a contract with the defendants dated 14th December, 1901. The following were the particulars:

1902.	
Aug. 29. Salary from 2nd Jan. to 29th Aug., 1902..	\$277 25
"Continuation grant," as per contract....	30 00
Nov. 4. Amount payable under R. S. O. ch. 292, sec.	
7, sub-sec. 6, to 4th Nov.....	102 24
Nov. 20. Amount payable under same statute to date	
of issue of summons.....	34 08
	\$443 57
Cash on account	289 97
	\$153 60

The plaint was tried at Delta on 13th May, 1903.

William Wyld, Ottawa, for plaintiff.

M. M. Brown, Brockville, for defendants, contended that the agreement sued on, being the second agreement between plaintiff and defendants, not having been signed at a meeting