of No. 3 do anything but appeal to the county council? Its territory No. 3 wants. I am a trustee of No. 1, and would like to keep the territory we have. We can hardly keep the school alive as we are; the resident and non-resident asses ment only amounts to about $24,000, and if we lose this non-resident property we might as well close up our school There is an Indian Reserve of about 2,000 acres in our section which we derive nothing from. I merely explain this so that you will have an idea of how things are. Please answer particular points.

1. Under sub-sec. 2 of section 38 of the Public School Act, the council has power to pass a by-law to alter the boundaries of a school section and if the council pass such a by-law a majority of the school trustees or any five ratepayers concerned may appeal to the county council in the manner provided by sec. 39 of the act.

2. The council may place your non-residents lands in number 3 and if you are dissatisfied your only remedy is to appeal to the county council.

3. The only remedy in case of refusal of the council is to appeal to the county council.

It is not clear whether the council can, in altering the boundaries of existing school sections, so alter them that some of the lands shall be distant more than three miles in a direct line from the school-house. We are inclined to think that they cannot do so, and in any case it ought not to do so, because it is either against the letter or spirit of the law as laid down in section 11 of the act.

Alteration of School Section by Arbitration.

159.—ONE INTERESTED.—On February 21st a petition was presented township council praying that a certain S. S. be dissolved and added to two other S. S. Said petition was abandoned and another presented to same council on March 28th, 1898, signed by seventeen ratepayers of said S. S., praying that certain lands be transferred from an adjoining S. S and added to the S. S. of the petitioners. Due notice was given each secretary of school board and notices mailed each owner of property who did not reside in the S. S. concerned.

Meetings were called under Sec. 40, Chap. 292, R. S O, 1897, and the matter left with the trustees of the two S. S. interested. Said boards of trustees held a meeting and as they could not agree on the amount of land to be transferred, they passed a resolution asking the township council to appoint arbitrators to settle the matter. As the county school inspector is one by virtue of his office as such, there were two others appointed by by-law to act in conjunction with the county school inspector (copy of by-law enclosed). The said arbitrators called a meeting of those interested. Said meeting was held in township and all parties were duly notified. At the meeting different parties were examined or asked to make a statement regarding the lands asked to be transferred, also as to the lay of the different S. S. and the convenience of the scholars to attend the different schools as at present constituted and by the proposed change.

Neither of the arbitrators subscribed to a Declaration of Office and no oaths were administered to the parties examined. The board of arbitrators then adjourned until another day to meet and write their award. In due time said award was forwarded to the clerk of the municipality.

Said award ransferred all the property asked for except two lots and placed all the costs on the municipality instead of on the parties interested as per Chap. 292, Sec. 84, R. S. O. 1897 (some interpret the clause to mean in this case the two school sections interested.) When the award was read to council the following resolution was passed: Moved by ——, seconded by ——, that the award of the arbitrators re S. S. Nos. —— be referred back to the arbitrators, that the costs of said arbitrators having been assessed on the township, that in accordance with Sec. 84, Chap 292, R. S. O. 1897, the costs of the said arbitration should be assessed on the S. S. interest d. (Carried.) A copy of the above resolution was forwarded the county school inspector, also a copy of award, but he refuses to amend or alter the costs part of award in any way.

1. Were the arbitrators bound to assess the costs of arbitration on the municipality by the way the by-law was drawn up?

2. Does said by-law conflict with Sec. 84, Chap. 292, R. S. O. 1897?

3. Should oath have been administered to those examined at meeting of arbitrators for receiving statements?

4. Is it not the meaning in Sec. 84, Chap. 292, R. S. O. 1897, that in this case the two sections would be the parties interested, and therefore liable for all the costs of arbitration?

5. Under the circumstances would the council be bound to accept award as it now stands and settle the costs out of the funds of the municipality?

6. Would the council have authority to accept the award and divide the costs on the two school sections?

7. Have the council the power to refer the award back to the arbitrators to have the same amended?

8. Can the award be considered legal as the arbitrators failed to take and subscribe to a Declaration of Office before taking up the case?

9. Taking the whole case into consideration what would you advise as the legal course for the council to take in order to settle the matter?

We cannot answer the many questions asked by you, seriatim, because we do not think the course adopted by the council was authorized by the Public Schools Act. Section 38 (2) of the Public Schools Act empowers the council to pass a by-law to alter the boundaries of a school section, and sub-section 3 of the same section provides: "Any such by-law shall not be passed later than the first day of June in any year, and shall not take effect before the 25th day of December next thereafter, and shall remain in force, unless set aside as hereinafter provided, for a period of five years. The township clerk shall transmit forthwith a copy of such by-law and minutes relating thereto, to the trustees of every school section affected thereby, and to the public school inspector." The council, instead of determining the alterations which should be made, passed a by-law delegating the powers conferred upon it by the foregoing section, to certain arbitrators. We do not think the council had any such power, and even if it could, what right had the school inspector to take part in the alteration of school sections? It appears to have been assumed that he had such power, and the council did not appoint him but, taking it for granted that the inspector was an arbitrator for such purpose, it appointed two arbitrators and then the inspector stepped in and took part in the matter and signed an award along with the other two. The School Act gives no such power to the school inspector. You will observe that sub-section (3) of section 38 prohibits even the council, itself, from passing a by-law of this kind later than the first day of June in any year. And the by-law to be passed must be a by-law which makes the alteration then and there. The by-law, in this case, was passed on the 9th day of May and was, therefore, in time if the council had itself made the alterations, but it did not do so. The alteration was not made until the 15th day of November, 1898, which is the date of the award. It follows, therefore, that even if the council could unload its own duties upon arbitrators, which we reassert it could not do, the matter was not completed until long after the time limited by the statute. If the council had passed a by-law making the alterations, an appeal could have been made to the county council under section 39, and the county inspector would, in that case, be one of the arbitrators under sub-section (3) of that section. The parties concerned have entirely misunderstood the object of section 40, under the supposed authority of which the proceedings were taken in this matter. It was passed to provide for a division of the property and the adjustment of the rights of the parties interested or concerned, consequent upon a change made by the council by a by law passed not later than the first day of June. If the council had passed a by law making an alteration in the boundaries, it could, on or after the 25th day of December following, which is the date on which such a by-law would take effect, appoint two arbitrators under the conditions and for the purposes mentioned in section 40. In conclusion we are of the opinion that the by-law and award are nullities and that the school sections remain as they were.

We do not see how the costs can be paid out of the general funds of the municipality, nor do we think the school sections liable for them, because they were incurred without legal authority and resulted in no good whatever to the sections. We do not think the inspector can recover the expenses made payable to him by the award, because the award, being a nullity, will not support the claim.

County Bridge Accident – Notice of Drainage Work.

160.—G. A. A.—There was an accident on a county bridge which is on the townline between two townships within the county. Solicitor notified reeves of the townships.

1. Was there any legal reason for this?

2. Should he notify warden of county?

3. Would the fact that he notified reeves hold the county?

4. Party in initiating townships notified parties in second township to clean out portions as per award, but they refused on technical grounds. First party then notified engineer to sell said portions. He came on and planted new stakes, etc., but withdrew the sale because of technical objections. But after a time parties in second township thought that it would hardly pay to squabble over the matter, and therefore went on and cleaned out their portions. The new stakes were there, of course, and no doubt were a convenience, but after all they did not ask for a new survey. Council in