

and in case they or any of them wilfully neglect or refuse to exercise such powers,* the trustee or trustees so neglecting or refusing shall be personally responsible for the fulfilment of such contract or agreement.†

Prepare and Read Report at Annual Meeting.

(21) To cause to be prepared and read at the annual meeting of their section, their annual report for the year then terminating, which report shall include, among other things, a full and detailed account of the receipt and expenditure of all school moneys received and expended in behalf of such section, for any purpose whatever, during such year, and in case of dispute the matter shall be referred to arbitration in the manner provided in the [eighth] section of [the Common School Act of 1860, on page 41.]

(22) *Not applicable to Roman Catholic Separate Schools.*

Make Yearly Report to Local Superintendent.

(23) To ascertain the number of children between the ages of five and sixteen years residing in their section on the *thirty-first day of December* in each year;‡ and to prepare and transmit annually, on

* *Personal liability of Trustees dependent upon their neglect or refusal to exercise their Corporate powers.*

1. The Court of Queen's Bench has decided, that, as by the [twentieth] clause of the [twenty seventh] section of the Upper Canada Consolidated Common School Act, the trustees can only be personally liable when they have wilfully neglected or refused to exercise their corporate powers, such neglect or refusal should have been alleged and shown in the award, to warrant its directions to levy on the trustees personally.

Quære by the Court, whether the arbitrators have authority to determine the question of personal liability on the part of the trustees.—*Kennedy v. Burness et al.*, 15 Q. B. R. 473.

2. *Neglect of Trustees to exercise their corporate powers must be proved.*

2. The Court of Common Pleas also decided another similar case, as follows:—In an action of replevin for goods of school trustees distrained under an award for the salary of a school teacher, declaring the trustees individually liable on the ground "that the trustees did not exercise all the corporate powers vested in them by the school acts for the due fulfilment of the contract" made by them with such teacher.

Held by the Court, That the award as evidence did not support pleas which averred as required by the [twentieth] clause of the [twenty seventh] section of the Upper Canada Consolidated Common School Act, a wilful neglect or refusal by the trustees to exercise their corporate powers as the ground for making them personally liable. 2. That, on the facts, the defendants as trustees were not personally liable. the award ascertaining for the first time the exact amount due to the teacher, and declaring the trustees personally liable without giving them any opportunity to exercise their corporate powers to raise the money to pay it.—*Kennedy v. Hall et al.*, 7 C. P. R., 218.

† By the *thirty-first* section of the Consolidated Common School Act, trustees are also made personally responsible for moneys lost to the section by their neglect of duty. See page 43.

‡ See next section of this Act.