

Schools Act, 59 Vict. ch. 70, because of an award made on 24th February, 1899, determining that no change should be made in the site, which, if a valid award, according to the provisions of the sub-section, was to be binding for at least five years after its date.

W. R. Riddell, K.C., for appellants. This award is invalid. It is void because, according to sec. 31, sub-sec. 2, it is only after the trustees have decided upon a change of site, and thereafter at the meeting of the ratepayers of the section called pursuant to sub-sec. 1, a difference is found to exist between a majority of the ratepayers present at the meeting and the trustees as to the suitability of the site selected by the trustees, that an arbitration is to take place, and because the trustees did not, before the special meeting of the ratepayers in 1899, make any selection of a site. It also appears that the majority of the ratepayers voted in favour of a change of site, and that the question was submitted to and dealt with by the ratepayers without any selection of site having been first made by the trustees.

H. F. Hunter, Bowmanville, for respondents.

The judgment of the Court (MEREDITH, C. J., MACMAHON, J., LOUNT, J.) was delivered by

MEREDITH, C.J.:—After the best consideration I have been able to give to the matter, and reading the section in the light of the history and course of the legislation on the subject with which it deals, it appears to me that “the selection of a site for a new school house” means a selection of a site for a school house in a newly established school section, and probably also the selection of a site for an additional school house, if that is thought to be necessary to be provided. The mode of doing this which is prescribed is, first, the selection of the school site by the trustees, then, the calling of a special meeting of the ratepayers of the section to consider the site selected, when, if the majority of the ratepayers present at the meeting approve of the selection made, the site is adopted, but, if a majority of the ratepayers differ from the trustees as to the suitability of the site selected, an arbitration takes place, and the arbitrators are authorized to make and publish an award upon the matter submitted to them; and that the other case provided for, “the change of site for an existing school house,” is where a site has once been chosen and a school house has been provided, but it is thought by the trustees to be desirable that that site should be abandoned and a new site chosen on which the school house of the section is to stand, and that