choose one arbitrator. In case either party in the first instance neglect or refuse to name and appoint an arbitrator on his behalf, it is lawful for the party requiring the arbitration, by a notice in writing, to be served upon the party neglecting or refusing to make the appointment, to require the opposite party, within three days, inclusive of the day of service, to name and appoint an arbitrator on his behalf. The notice served must name the arbitrator of the party serving it. In case the party upon whom the notice is served do not, within the three days mentioned in the notice, name and appoint an arbitrator, then the party requiring the arbitration may nominate and appoint the second arbitrator. (*Ib.*)

The two arbitrators, in either way chosen, and the local superintendent, or any person chosen by him to act on his behalf in case he cannot attend, or any two of them, are empowered to make a final award between the parties—final of course only so far as the arbitrators have jurisdiction. (*Kennedy v. Burness et al*, 15 U. C. Q. B. 486.) The meaning is that the merits of the matter in dispute between the principal parties, when adjudicated upon by the tribunal authorized, shall be set at rest, and cannot be again opened or questioned; but it cannot extend to preclude an inquiry whether that tribunal has or has not acted according to law. The legislature never intended that arbitrators, when once appointed, should give themselves jurisdiction to say and do anything they pleased. (Per *Burns*, J., in *Kennedy v. Burness et al*, 15 U. C. Q. B. 491.) No power is given to review the decision of the arbitrators, and no authority is given to examine into their conduct and motives; and therefore, so long as they keep themselves to the law, they are free to form any judgment they please, and it is final. —(*Ib.*)

The arbitrators may administer oaths to, or require the attendance of all or any of the parties interested in the reference, and of their witnesses, with all such books, papers and writings as they may require them or either of them to produce. (16 Vic. cap. 185, sec. 15.)

So the arbitrators, or any two of them, may issue their warrant to any person to be named therein, to enforce the collection of any sum or sums of money by them awarded to be paid. The person named in the warrant is to have the same power and authority to enforce the collection of moneys mentioned in the warrant, with all reasonable costs, by seizure and sale of the property of the party or corporation against whom the same is rendered, as any bailiff in a division court has in enforcing a judgment and execution issued out of the court. (*Ib.*)

No action can be sustained by a school teacher against trustees for his salary. His only remedy is by arbitration. (*Tieman v. the Trustees of Napean*, 14 U. C. Q. B. 15.)

To warrant a proceeding against trustees as personally liable, it must be averred and proved that they have in some particular (which should be specified) wilfully neglected or refused to execute their corporate powers for the fulfilment of the contract. (Per *Robinson*. C. J., in *Kennedy v. Burness et al*, 15 U. C. Q. B. 485.)

Although under certain reservations an award may be bad in part, and yet supported as to the remainder, still, when a special jurisdiction is created, when goods are seized to make a sum directed to be levied under a warrant, and if, as to part of the sum directed to be made, the adjudication is illegal, the warrant, as regards the whole sum, will be held illegal, and the seizure under it not warrantable, even as to that part which is lawful. (*Ib.* p. 490.)

It is, however, a question, whether, under any circumstances, arbitrators can have jurisdiction to determine on the personal responsibility of school trustees. Nothing can be drawn from the expression of the 15th section of the act of 1853—that the person authorized to execute the warrant shall have the same powers, by the seizure and sale of the property of the party or corporation, as any bailiff of a division court has—which can militate against or be construed in favor of either view. If the award happened to be against the teacher, then he would be "the party" against whom the warrant would operate, if anything was awarded against him; or if the matter in dispute was clearly something personal with the trustees, and had nothing whatever to do with them in their corporate capacity, then they, or whichever of them it might be, would be "the party." (*Ib.* p. 494.)

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 Act for the due fulfilment of the contract" made by them with the teacher, it was held that the award did not support pleas which averred, as required by the 13 & 14 Vic. cap. 48, sec. 10, "a *wilful* neglect or refusal" by the trustees to exercise their corporate powers, as the ground of personal liability. It was also held that the trustees were not, under the circumstances of the case, personally liable. The award, which for the first time ascertained the exact amount due to the teacher declared the trustees personally liable, without giving them any opportunity to exercise their corporate powers to raise the funds to pay the amount of it. This was held to be unreasonable and bad. (*Kennedy v. Hall et al*, 7 U. C. C. P. 218.)

Where a school teacher, after an award had been made in his favor, on a dispute as to salary afterwards made a claim, on a second arbitration, for the amount payable under