

*Quære.* Whether the arbitrators have authority to determine the question of personal liability on the part of the Trustees.—(*Idem.*)

(13) *The Arbitrators' award is final as to Teacher's claim for further salary.*

4. That the non-payment of the first award was not a non-payment of the Teacher's salary under his agreement, so as to entitle him to such salary after the award; nor was it a matter in difference, within the meaning of the Act, which could authorize a second reference.—(*Idem.*) (See 16, page 167.)

(14) *Duties and Responsibilities of Arbitrators.*

5. That the arbitrators were not precluded from raising these objections by the provision in the statute that such award shall be final.

6. That the plea which the arbitrators set up, that the grievances charged related solely to judicial acts done in good faith in their capacity of arbitrators and within their jurisdiction, was insufficient, for not stating any-thing which could authorize an award against the trustees as personally liable.

7. That the plea of their bailiff on similar grounds was also bad.

8. That if the award had been good as to the salary since the first award, yet the including in it the sum given by such award, and for which a levy had been already made, would make the whole award bad.—(*Idem.*)

(15) *Neglect or refusal of Trustees to exercise their corporate powers must be proved.*

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.—*Kennedy v. Hall et al.*, 7 C. P. R., 218.

*Arbitration—Replevin—Personal liability.*

*Held.* That the award as evidence did not support pleas