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CONTENTS OF THIS NUMBER.

	PAGE
I. Decisions of the Courts of Queen's Bench and Common Pleas on School Questions, in Upper Canada	49
II. PAPERS ON PRACTICAL EDUCATION—(1) A Comparison of the Simultaneous, Monitorial, and Individual Methods of Teaching. (2) How shall I interest my Pupils? (3) Education a Source of Wealth	55
III. BIOGRAPHICAL SKETCHES—No. 6. Madam Isabella Elizabeth Gamble. No. 7. Nicholas Brouse. No. 8. Jacob Dewitt, Esq.	57
IV. PAPERS ON CANADIAN SUBJECTS—(1) Montcalm and the Plains of Abraham. (2) Presentation of the Logan Testimonial	58
V. PHYSICAL SCIENCE—(1) Figures and Descriptions of Canadian Organic Remains. (2) Observations on the Falls of Niagara. (3) Great Difference in the volume of Water at the Falls and at the Ocean	60
VI. PAPERS ON NATURAL HISTORY—(1) The beloved Family of Birds. (2) The Cunning Thrush	61
VII. MISCELLANEOUS—(1) Cradle Song. (2) The Choice of a Path in Life; or, What shall I be?	61
VIII. EDUCATIONAL INTELLIGENCE—(1) Gratifying Library Operations in Howard. (2) Influence of Prizes in the County of Huron. (3) Necessity for Libraries in the County of Huron	63
IX. LITERARY AND SCIENTIFIC INTELLIGENCE—(1) Meteorological Prognostics accounted for. (2) The late Comet. (3) Eclipses in the Year 1859. (4) When Easter comes. (5) Baron Humboldt	64
X. Departmental Notices	63

DECISIONS OF THE COURTS OF QUEEN'S BENCH AND COMMON PLEAS ON SCHOOL QUESTIONS, IN UPPER CANADA.*

The abbreviation 3, Q. B. R. 241, means Vol. 3, Upper Canada Queen's Bench Reports, page 241.
The abbreviation 7, C. P. R. 227, means Vol. 7, Upper Canada Common Pleas Reports, page 227.

TRUSTEES AND TEACHERS.

(1) *A Local Superintendent Signing a Contract with a Teacher is a mere approval of the appointment.*

A Local Superintendent signing, together with Trustees, a contract with a Teacher, will be considered as having signed the same only as approving of the appointment, and not as contracting with the Teacher.—*Campbell v. Elliott et al.*, 3 Q. B. R. 241.

(2) *The Trustees (and not the Teacher,) the proper parties to sue for a Trespass on the school-house.*

Under the forty-fourth section of the School Act of 1843, 7 Vic. c. 29, the Trustees of the School, and not the Teacher, should sue for a trespass on the school-house; unless it can be shown that the Trustees have given the Teacher a particular interest in the building, beyond the mere liberty of occupying it during the day for the purpose of teaching.—*Monaghan v. Ferguson et al.*, 3 Q. B. R. 484.

(3) *Trustees agreeing to furnish a Teacher with fuel, must be applied to for same.*

A Teacher charged Trustees upon a special agreement stated to have been made by them, to furnish the said Teacher with fuel when required:

Held, that they could not be charged with a breach of covenant, as a request with time and place had not been stated in

* Several of the following abstracts of decisions are taken from the "Canada Educational Directory for 1857-58," edited by Thomas Hodgins, Esq., LL.B., Barrister-at-Law, Toronto. The later decisions, and those omitted in the Directory, have been added.

the Teacher's declaration.—*Anderson v. Vansittart et al.*, 5 Q. B. R. 335. [Qy., whether such an agreement could be enforced. See (6), below.]

(4) *Teacher's agreement with Trustees should be under Corporate Seal.*

In an action brought by a Teacher against Trustees appointed under the [old] School Act of 1846, 9 Vic. c. 20, setting out a special agreement to retain said Teacher in their employment for a year at a certain salary; and also in a special action brought by the Teacher, founded on a verbal agreement for wrongfully and without cause turning the Teacher away, and preventing him thereby earning his salary, &c.

Held. In both cases that the declaration was bad, in not stating that the agreement was made by the Trustees with their corporate seal. (See 56, page 54.)—*Quinn v. Trustees*, 7 Q. B. R. 130.

(5) *Trustees cannot be sued for money, but for order when it is their duty to give an order.*

If the School Trustees refuse to sign the order upon the Local Superintendent for the payment of the School Fund as provided for by the Act, they may be proceeded against by Mandamus; or, perhaps, they may be sued in a special action for not making the order; but they cannot be sued for the money, as that is not in their hands.—(*Idem.*)

(6) *Trustees cannot agree to provide a Teacher with board and lodging.*

Trustees have no power under the School Act to make an agreement for providing the Teacher with board and lodging.—(*Idem.*)

(7) *No Rate can be imposed for the payment of an Unqualified Teacher.*

No rate can legally be imposed for the salary of an unqualified Teacher.—*Stark v. Montague et al.*, 14 Q. B. R. 473.

(8) *Nor for the re-imbusement of Costs in defending illegal acts.*

School Trustees cannot impose a rate to re-imburse themselves for costs incurred in defending unsuccessfully, a suit brought against them for levying an unauthorized rate, or for travelling expenses incurred in order to consult with the Superintendent.—(*Idem.*) (See 42, page 53.)

(9) *Arbitration is the only mode of settling disputes between Trustees and Teacher.*

No action in Law or Equity can be sustained by a School Teacher against Trustees for his salary; arbitration is the only remedy.—*Tiernan v. Trustees*, No. — *Nepean*, 14 Q. B. R. 15.