

is a wide divergence of opinion between the members of the township council and the trustees, and it is a case to which sec. 31 of the Public Schools Act (ch. 89, 9 Edw. VII.) applies and was intended to apply.

It may be that by virtue of sec. 72, sub-sec. (g), of that Act, there is power in a rural public school board to determine the number of schools to be opened and maintained in the district, but, if there is such power, it seems to me contrary to the whole scope and intention of the legislature in reference to rural schools. The Act seems to me consistent throughout with the intention that, except under circumstances mentioned in sec. 31, there should be only one school house and one school maintained in each rural section. When more than one school is required in any school section by reason of the condition of the roads, or other causes such as exist here, the Minister should deal with the matter, and either require the council to form a new section, or the board to provide a second school in their section.

If a second school house is erected and a second school established by the trustees, they are bound to keep it open—to keep both open—during the whole period of the school year, except when otherwise provided by the Act—see sec. 72, sub-sec. (h). If the matter is dealt with by the Minister under sec. 31, he may provide that the second school be opened during such months of the year as he may deem necessary, and may prescribe the area from which pupils shall have the right to attend such second school—see sec. 3, sub-sec. 2. That is precisely, in my opinion, what the trustees and council and ratepayers should have done in the case of this unfortunate school section.

[Reference to the proceedings leading up to the appeal.]

With the sites unpaid for, and no price determined upon, so far as appears, and holding the view that the jurisdiction is, to say the least, not free from doubt, and in the interest of the ratepayers, I would allow the appeal without costs, and dismiss the motion without costs.

OTTAWA WINE VAULT CO. v. McGUIRE—MULOCK, C.J.Ex.D.
—MARCH 27.

Fraudulent Conveyance by Husband to Wife—Voluntary Settlement—Inadequate Consideration—Assumption of Mortgage—Covenant—Bar of Dower—Subsequent Creditor—13 Elizabeth.]—Action by plaintiff company on behalf of itself and other creditors of John L. McGuire to set aside as fraudulent