

(55) *Treasurer must honor Trustees' Orders for School Moneys.*

That portion of the rate which by the enactment of law goes into the hands of the Treasurer, is subject to the order of the Trustees. He may not have received the money, or may refuse to obey their order, but in neither case can they be liable to an action for not paying the money. They are public officers, who have only to discharge their proper duty. If they refused to make an order, a Mandamus would lie against them, or perhaps a special action for not making the order, but not an action for the money, for that is not in their hands. If the Treasurer fails in his duty he is liable to indictment, and might be found liable also to a remedy by action.—*Quin v. Trustees, No. 4, Seymour*, 7 Q. B. R. 138. (See 49 and 52, pages 179, 180.)

(56) *School Trustee contracts not valid without their Corporate Seal.*

The Trustees of a School Section being a corporation under the School Act of 1850, are not liable as such to pay for a school-house erected for and accepted by them, not having contracted under seal for the erection of the same. The seal is required as authenticating the concurrence of the whole body corporate.*—*Marshall v. Trustees No. 4. Kitley*, 4 C. P. R. 375. (See 4, page 163.)

(57) *School Trustees contract under Seal signed by a majority of the Corporation binding.*

A contract was entered into by two of the Trustees of a Section under their corporate seal for building a school house, after the house was built the Trustees refused to pay on the

* "A corporation being an invisible body, cannot manifest its will by oral communication; a peculiar mode has heretofore been devised for the authentic expression of its intention,—namely, the affixing of its common seal; and it is held that though the particular members may express their private consent by words, or signing their names, yet this does not bind the corporation; it is the fixing of the seal, and that only, which unites the several assents of the individuals composing it; and makes one joint assent of the whole."—*Smith's Mercantile Law*, B, I. C. 4,