

These allegations were denied by the defendant—the Deputy Reeve elect and the relator having joined issue the parties proceeded to trial by jury in the ordinary manner.

On the trial the defendant produced the assessment roll, showing names of more than five hundred resident freeholders and householders, and so *prima facie* established his case. He however in the terms of his plea went further, and endeavoured to show that irrespective of the roll there were in fact when the assessment was made more than five hundred resident freeholders and householders in Brampton. Witnesses were called in to testify generally as to the population of Brampton in 1858, and testified particularly as to the names of many of the persons on the roll.

The witnesses for the prosecution testified generally that in 1858 there were not in their opinion five hundred resident freeholders and householders in Brampton, and particularly that many of the persons named on the roll were unknown.

In such a conflict of generalities it was discovered to be wholly impossible for a jury to agree at a conclusion either on one side or the other,—thus showing the inadequacy of existing machinery of trial by jury for such a case.

On a Parliamentary scrutiny each voter is looked upon as distinct case. One party affirms that he has a good vote, and the other denies. The evidence is heard *pro* and *con* and his right is determined. The case of the next voter is determined in like manner, and so name by name till the entire list of voters is disposed of. Some such machinery is required when the correctness of an assessment roll is in question, and without it proceedings cannot be ought than expensive and unsatisfactory. If trial by jury is to be the tribunal in such a case we think there ought to be a previous commission as now issued in Parliamentary election contests.

SCHOOL TRUSTEES AND TEACHERS.

Many persons are deterred from accepting offices of public trust, owing to a dread of personal liability for something that may be done by them in office. The office of school trustee is not exempt from this attendant dread.

The law will not intend anything in favor of the personal liability of school trustees or others who are by law clothed with corporate powers. The same anxiety which manifests itself in the protection extended to bailiffs and others, who in the discharge of public duties may do illegal acts, is found to exist in the case of school trustees.

It is enacted by 13 & 14 Vic. cap. 48, sec. 10, that the trustees in each school section shall be a corporation, under the name of “the trustees of school section number —, in the township of —, in the county of —.” The

effect of this legislative enactment is to give to the trustees, as a corporation, power to sue and be sued, contract and be contracted with, by their corporate name; to have a common seal; to vest in a majority of the trustees power to bind the others by their acts; and also to exempt the individual trustees from personal liability for debts, obligations, &c. (12 Vic. cap. 10, sec. 5, subsec. 24.)

School trustees of each section may, among other things, contract with and employ teachers for the section, and determine the amount of their salaries. (13 & 14 Vic. cap. 48, sec. 12, subsec. 5.) The agreement with a teacher should be not only in writing, but, it seems, under the corporate seal of the trustees. (*Quin v. School Trustees*, 7 U. C. Q. B. 130; *Kennedy v. Burness et al*, 15 *Ib.* 473.) A local superintendent who, together with the trustees, signs the agreement, will be considered as having signed the same only as approving of the appointment, and not otherwise. (*Campbell v. Elliott et al*, 3 U. C. Q. B. 241.)

It is the duty of the trustees, among other things, to give the teachers employed the necessary orders upon the local superintendent for the school fund apportioned and payable to the section, provided the teacher be at the time the holders of legal certificates of qualification. (13 & 14 Vic. cap. 48, sec. 12, subsec. 6.) Any teacher is entitled to be paid at the rate mentioned in his agreement with the trustees, even after the expiration of the period of his agreement, until the trustees pay him the whole of his salary as teacher of the school, according to their engagement with him. (*Ib.* sec. 17.)

It is the duty of the trustees to provide for the salaries of the teachers, and all other expenses of the school, in such manner as may be desired by a majority of the freeholders or householders at an annual school meeting, and to employ all lawful means to collect the sum or sums required. (*Ib.* sec. 12, subsecs. 7, 8, 9.)

If the trustees *wilfully* neglect or refuse to exercise the corporate powers vested in them by the School Acts, for the fulfilment of any contract or agreement made by them, they become personally responsible for the fulfilment of the contract or agreement. (*Ib.* sec. 12, subsec. 16.)

So the trustees of each school section are personally responsible for the amount of any school moneys forfeited and lost to the section, in consequence of their neglect of duty, during the period of their continuance in office. (16 Vic. cap. 185, sec. 9.)

In case of any difference between trustees and a teacher in regard to his salary, the sum due to him, or any other matter in dispute between them, it is lawful to submit the matter in dispute to arbitration. (13 & 14 Vic. cap. 58, sec. 17.)

The mode of proceeding is as follows:—Each party is to