

as provided by the *eighty-fourth* section of the said Upper Canada [Consolidated] Common School Act, the trustees so refusing or neglecting shall be held to be personally responsible for the amount of such award, which may be enforced against them individually by warrant of such arbitrators, within one month after publication of their award; and no want of form shall invalidate the award or proceedings of arbitrators under the School Acts.]

No such Dispute to be brought into any Court.

87. No action shall be brought in any court of law or equity, to enforce any claim or demand between trustees and teachers which can be referred to arbitration as aforesaid.

Decisions of the Superior Courts as to these Arbitrations.

1. *Arbitration is the only mode of settling disputes between trustees and teachers.*

The Court of Queen's Bench has decided that 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.

2. *No appeal from decision of an arbitrator, referred by order of county judge, between trustees and teacher.*

The Court of Queen's Bench in a case where an action in the division court by a school teacher against the trustees was referred to arbitration by order of the judge, with the consent of the parties, *Held*, that the decision of the arbitrator could not be appealed from under the *one hundred and eighth* section of the Upper Canada Consolidated Common School Act. Remarks as to defendant's remedy by prohibition.—*The Chief Superintendent of Education, Appellant, from Judge of the Division Court of the Counties of York and Peel, in re Milne v. Sylvester et al., Union School Section No. 2, Whitchurch, and No. 7, Markham*.

3. *The arbitrator's award is final as to teacher's claim for further salary.*

The Court of Queen's Bench has decided, that the non-payment of the first award is 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.—*Kennedy v. Burness et al.* 15 (U.C.) Q. B. R. 473.

4. The Court of Common Pleas has also decided a similar case: A school teacher, after an award had been made in his favour on a dispute as to a salary with the trustees, afterwards made a claim in a second arbitration for the amount payable under the first award, together with his salary for the further period which had elapsed since such award, and sought under an award obtained *ex parte*, and a warrant thereon, to recover the amount by a seizure of the trustees' goods. *Held* by the Court on replevin by the trustees, that such a course was illegal, and not contemplated by the School Acts.—*Kennedy v. Burness et al.; Murray v. Burness et al.* 7 C. P. R. 227. See also 25 Q. B. R. 95.

5. *Arbitrator's warrant against Trustees must be for wilful neglect.*

The Court of Common Pleas has decided the following point: upon trover brought for a seizure of goods upon authority of a warrant issued by arbitrators under the school acts. *Held*, that a plea which stated that the trustees neglected or refused (without the word *wilfully*) to exercise