We are inclined to think, too, that, if the plaintiff has a right of action at all against the defendants, he has not adopted the proper remedy. If he be allowed to recover in the present action, he must make his recovery available by suing out an execution, and selling the property of the defendants, as a corporation. This property will consist, in nearly every case, of the school-house and the land on which it may be situated, together with such furniture and other articles as may be necessary for the purposes of the school. Surely the Legislature never contemplated any such result. The act provides in 46th section, that "no committee shall receive into their hands any of the funds set apart for common schools;" and we have seen that, by a previous section, the teacher shall be paid by an order from the committee on the chairman of the board of superintendents. If, then, at any time, the teacher have a legal claim on the committee for his services, and they refuse to give him an order on the chairman for the amount, he can have a full, complete and appropriate remedy by means of the writ of *mandamus*. It is true that the Court "will not, ordinarily at least, interfere by *mandamus* where there is another specific legal remedy;" *State* v. *Jones*, 1 Ire. Rep. 134. But it may well be doubted whether, when the Legislature authorises one set of public officers to make contracts, and directs that the contractors shall be paid by another public officer, upon an order from the first, there can be any other specific legal remedy, than that afforded by means of this extraordinary writ.

The judgment must be reversed, and a *venire de novo* awarded.

PER CURIAM, Judgment reversed.

[D.]

REV. C. H. WILEY, *General Superintendent of Common Schools for North-Carolina:*

DEAR SIR:—In compliance with the common school law,