

payers or launch out into heavy capital expenditure while refusing to conduct the schools according to law. However much may be said, and a great deal can be said, in excuse for men who feel, as no doubt some of these defendants conscientiously felt, that the use of their mother tongue was being unfairly denied them, the weapons they used, the persistent engagement of unqualified teachers, their attempt to discharge a large body of qualified teachers, to the great prejudice of the schools, their denial of the right of inspection, their unjustifiable treatment of Inspector Summerby—for, although they may not have directly initiated this flagrant act of insubordination, yet that their openly declared hostility to the Regulations undoubtedly conduced to it, that they knew it was contemplated, that they did nothing to prevent it, and that they condoned and concurred in it, is the least that can be said—their unseemly, unnecessary, and wholly unwarranted action in what amounted to “a declaration of war,” by posting their defiance of the Department in the class-rooms to thousands of school children, and finally the arbitrary closing of the schools, are entirely different matters, and do not find ready justification or excuse. It is to be hoped that before long the Board may recognise the wisdom of resuming the exercise of its functions according to law; but in the meantime, or for so long as my judgment remains unreversed, the injunction restraining the passing of the by-law in question must be continued.

The injunction will also be continued and made perpetual to prevent the employment or payment of unqualified teachers or any departure from the course or method of instruction prescribed by the Department of Education, and from, directly or indirectly, preventing the regular and lawful inspection of the schools.

I have already by an interim judgment declared that the Chairman of the Board had no power to discharge teachers as he purported to do, and that these teachers were not legally discharged. In this connection I gave liberty to the parties to amend the pleadings, and this has been done. I was asked at the trial, and it was urged again upon the argument, to go further and declare that these teachers are entitled to be paid according to the terms of their contracts respectively. This I cannot do. These men are not parties to this action. Their contracts are not before me. With their salaries I have no concern.

I re-affirm my former judgment, and declare that the resolutions under which the Chairman purported to act conferred upon