

Without, however, attempting or desiring to make an exhaustive list of violations of the School Law it may conduce to clearness if I mention a few instances in which I find violations established by the evidence:

1. The use of French as a language of communication and instruction beyond Form 1 and as a subject of study for more than an hour a day in a class room without the consent of the Chief Inspector.

2. The employment of unqualified teachers.

3. Obstruction of the Inspectors in the discharge of their duties and preventing inspection of the schools.

4. Wilful failure to keep the schools open during the time prescribed by law, and in fact closing them and keeping them closed at and after the commencement of the School year 1914-15.

5. Wilfully omitting to properly equip and carry on the schools by the employment of qualified teachers and on the contrary dismissing from the schools twenty or more satisfactory competent and qualified teachers.

NOTE.—Want of means cannot be invoked as a justification. The Department specifically agrees to make an adequate supplementary grant to meet any difficulty in the case of English-French Schools. Paragraph 15 of Instruction 17, August, 1913. This was not applied for.

6. Defiant refusal to conduct the schools according to law or submit to the Regulations, and so forfeiting or suspending payment of their share of the Government grant; and by publication of their resolutions and declarations, fermenting discontent among the school supporters and encouraging the insubordination of the pupils.

The other issues to be dealt with are, in a sense, subordinate to the question just disposed of but not wholly so.

As to the passing of the money By-law and the disposal of debentures under it, the defendants urge the need of money, but have not shown any disposition to avail themselves of the suggestions I made at the trial to meet and overcome the suggested difficulties.

Leaving out of sight of course, minor derelictions, a Board should not be permitted to mortgage the resources of the ratepayers or launch out into heavy capital expenditures 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 conducted to it, they 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 recognize 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 has 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