

RESCINDED THE NOTICE.

The Board of School Trustees Decide the Ross Case.

NOTICE OF DISMISSAL CANCELLED

A Lively Session Last Night—Principal Netherby's Evidence—Conflicting Testimonies—Witnesses—Talked for Three Hours.

From Wednesday's Daily.

It took three solid hours last night for the board of school trustees to finally dispose of the D. Ross dismissal matter. Evidence pro and con, examinations and cross-examinations—some of it very cross indeed—resolutions and amendments, calling and dismissing of witnesses, jocularities, hilarity and a trifle of acrimony kept the vitiated atmosphere of the police court chamber in a state of agitation from 8 o'clock until the "muckle" (or, for aught we know, the "trav") around the board sat Trustees Yates, Marchant, Saunders, Lovell and Glover, and C. Hayward occupied the chair, Mr. Williams discharging the secretarial labors. On the audience bench about the executive table sat about 16 instructors of the young men, the fair sex preponderating.

On motion the standing orders were suspended and the Ross question took precedence of everything. The committee which was appointed at last meeting to make further inquiries into the affair reported that Mr. Ross denied everything in general and the report of Principal Netherby more especially. The committee had therefore invited defendant to appear before the board and state his case. Mr. Ross was asked to take a seat at the table, which he did. The secretary then read a number of letters from parents complaining about their children being kept in Mr. Ross's room. The main objection made by the writers was not so much against Mr. Ross's teaching or discipline as against girls being allowed to mingle with boys in the same class room. Some of the writers claimed their children are not making satisfactory progress, but all united in condemning mixed classes. The report of Principal Netherby was then read. In effect it stated that the charges against Mr. Ross were well founded. The discipline in this room had never been good; the respect due to a teacher was not seen; the room was untidy and there was lack of attention on the part of the scholars.

Mr. Ross, in rising to reply, took exception to that part of the committee's second report made to the board stating that he had said the report of Principal Netherby was entirely false. He didn't want to convey that impression. What he had said was that the statements of the principal in his report and those which he made to him (Mr. Ross) and some of the teachers, were totally at variance. One set of statements must be false. As he (Ross) did not know how the board was going to deal with this matter it would be needless for him to stigmatize Mr. Netherby's report himself as false. He would like to ask that gentlemen some questions.

Chairman Hayward looked appealingly at Trustee Yates and asked that gentleman if he would conduct the case. Trustee Yates smilingly declined to act as prosecuting attorney. He said the substance of the whole complaint simply amounted to—were the charges of disorder and want of discipline well founded? Mr. Ross said the complaints had not been made to him but to Mr. Netherby, who had informed defendant that some of the complainants had gone to the education department about the matter. Inspector Burns had visited his room once between the beginning of the term and the notice of dismissal, and his report to Mr. Netherby was very favorable. Defendant therefore failed to understand how Principal Netherby could have his adverse report upon which Inspector Burns had said, and make such startling statements in it, and then make statements the very opposite to himself (Ross) and teacher McNeill. Mr. Netherby had come to his room once and in a fatherly way advised him to transfer the children, whose parents complained. But defendant objected on principle to such a thing. At this stage of the proceedings the air in the unventilated court room became so unbearably foul that Chairman Hayward was compelled to ask some gentleman to throw open some of the windows. The atmosphere of the chamber was simply unfit for human use, and the accompanying smell was the reverse to agreeable.

Trustee Yates—Did Mr. Netherby complain to you of the way you kept your class?

Mr. Ross—I don't remember any complaint. Last term, however, he did so. Some complaints had been made and he advised me that I had better try to avoid these complaints. He assured me he took very great interest in me, just the same as a father would in a son (laughter), and that he heard anything affecting me he would let me know about it.

Trustee Yates—What were the complaints?

Mr. Ross—I think they referred to bad order.

Trustee Yates—Have any other parents ever asked for the removal of their children?

Mr. Ross—I had whipped a boy and his mother complained to Mr. Netherby, asking that he be sent back to Mr. Doran's room. I saw Mr. Netherby that same morning, and he told me I did quite right to whip the lad, but he advised me that it would save trouble to have the removal or transference of pupils, but in this case I told him to take the boy away. I believe there is an unwritten law that principals of schools shall take charge of corporal punishment. Other teachers had sent boys down to Mr. Netherby to be dealt with. I never before asked Mr. Netherby to interfere in the discipline of my class.

Trustee Marchant—Is your class a specially good or bad one, are there any amount of promotions. Everything in the class room when I received notice of dismissal.

Miss Sanderson, who teaches in a room adjoining Mr. Ross's, gave evidence that

she had never heard any disturbance going on in defendant's room.

Mr. Ross—Could you hear me teaching?

Mr. Ross—Could you hear me teaching?

Witness—Yes, quite distinctly.

Mr. Ross—Could you hear me teaching?

Witness—Yes.

Mr. Ross—Did you ever hear a cow bell rung there?

Witness—No.

Mr. Ross then explained the local acoustics of the central branch school to prove that had any disturbance taken place in his room Miss Sanderson could have heard the same.

Teacher Salloway deposed that Inspector Burns had asked him if the disorder in the next room (defendant's) was improving. He replied that there was only a slight improvement. It was very seldom he could report favorably on Mr. Ross's room; there was no order there at all. He often heard Mr. Ross's voice in very loud tones, but the boys also talked aloud all over the room; and not about their lessons, but private conversations carried on fortissimo. Often the noise in Mr. Ross's room was so great that he (Salloway) could not hear his own boys reciting their tasks. As to the question of whether he thoroughly understood what discipline and good order were, Mr. Salloway said he had been brought up in an English school (laughter) where no such things were permitted. His idea of order were totally opposed to the condition of affairs in Mr. Ross's room. As to the conduct of the room, Mr. Salloway testified a pigsty than a school room.

Trustee Marchant professed himself in a quandary about the irreconcilability of the evidence of Miss Sanderson and Mr. Salloway, the two witnesses who were supposed to carry the most weight. The evidence they gave was so widely divergent.

Trustee Yates (sotto voce)—It's a stand-off.

Teacher Hayward gave some very amusing evidence upon the acoustics of central branch school. The partitions were so thin that they wagged back and forward on the slightest provocation.

Miss Lawson and several other teachers testified as to the carrying on the desks, the weight of their evidence being in favor of defendant.

Principal Netherby was here called to take a seat at the board, and chose a place at the north end of the table. Mr. Ross then sitting the seat at the south side. Mr. Netherby gave at considerable length his version of the matter, reiterating the statements made in his written report. He told of the several visits of the school inspectors. Inspector Burns had complained that one of the boys in Mr. Ross's room had spoken to him impudently on October 6th. Later on Mr. Burns informed him that there was better order, and witness had so informed Mr. Ross. Upon his last visit Inspector Burns reported to him unfavorably upon the state of discipline in Mr. Ross's room. Witness found when he came to the Victoria schools, a rawhide, a strap, canes or a whipstock in every room, all the apparatus for corporal punishment. Now not one of these instruments could be found there. He did not believe in them. He refused to become a whipping machine, and objected to pupils being sent to him for corporal punishment. If he were to be found delinquent in his duty in any respect he would accept sentence of dismissal. He explained to the board that defendant's conduct was not the best, but that it would come before this body of honorable gentlemen, and deliberately make a false statement. It's most monstrous, was his last remark.

Mr. Ross was waiting behind his hand, Mr. Netherby—Sit down, sir. You will learn all about it presently.

Mr. Netherby declining at first to sit down.

Mr. Ross—Mr. Chairman, I appeal to you, sir, to compel this gentleman (indicating Mr. Netherby with a wave of his hand) to sit down.

Mr. Netherby sat down.

Mr. Ross then said he had told the inspectors that he was a good teacher, and that he had made false statements, and nothing Mr. Netherby had done that evening would cause him to withdraw the allegation.

Trustee Yates—How long did these visits of yours to Mr. Ross's room last?

Principal Netherby—I should say from three to five minutes. Once he and defendant had changed classes for a short time.

Trustee Yates—Did you find the pupils capable of replying properly to the questions? What was the subject?

Witness—Canadian history. Yes, they did very well.

Witness—MacNeill and Doran, called by defendant, gave evidence that Mr. Netherby had spoken to them favorably about Mr. Ross's room about the period in dispute.

Trustee Marchant said he felt compelled to believe everybody's statement this evening, although there were certainly a few little discrepancies here and there. (Laughter.) The reports against Mr. Ross were fairly well founded, but he differed from the conclusion of the report, and believed that for the present it would be better to let matters remain in statu quo.

Trustee Yates (laughingly)—How's that, how's that? (Laughter.)

Trustee Marchant—I said in statu quo. It's Latin, you know. (Laughter.) He therefore moved that the notice of dismissal sent to Mr. Ross be rescinded and that the matter remain in statu quo until the end of the term.

Trustee Yates said the charges were based not so much upon the disorder at the school as the commingling of boys and girls in the same class room. The evidence presented was very conflicting. The testimony of the two principal witnesses, Mr. Salloway and Miss Sanderson, was directly contrary.

Trustee Marchant—Man is mortal. (Laughter.)

Trustee Yates—That's so, but it makes it morally hard for us to reach a decision in the case. (Voices—Oh, and laughter.) But I believe this affair may be taken by Mr. Ross as a warning that

the eyes of this board are upon him and that he should do his very best to remove those causes of complaint, and I second Mr. Marchant's resolution that he be not dismissed. It will be understood that Mr. Ross resumes duty upon a term of probation, and that on condition there are no more unfavorable reports he may be retained upon the staff.

Trustee Lovell could not see how the board, with respect to themselves, could rescind that notice of dismissal, and evidence that had been adduced that evening had shaken the charges against Mr. Ross. He moved in amendment that the notice of dismissal be not rescinded.

Trustee Glover believed in leniency every time. It would do no harm to let Mr. Ross remain in his position until the general assembly room. Before the meeting was formally opened the following printed statement was distributed:

Chairman Hayward said of opinion that it would be a great mistake on the part of the board to go back on the action taken in face of the evidence given that night. It would establish a very bad precedent. Nothing had been given in evidence to shake the original resolution when the board passed a unanimous vote.

Trustee Yates—Pardon me, sir. The board did not pass a unanimous vote. Trustee Marchant fought against it. He himself had been led by half information, and he was willing to make amends for errors thus committed. Mr. Ross was a young man, and the action of the board had been very hasty. He believed Mr. Ross should have another chance. It was not fair to say the board was going back on its previous action.

Trustee Marchant earnestly appealed for leniency towards Mr. Ross. For precedents he did not care a snap of his thumb. They might weigh with Trustee Yates (laughter), but not a particle with him. The city of Victoria had set a precedent by rescinding the dismissal of a teacher. He was for mercy at all times.

Trustee Lovell thought the board would be justifying themselves by rescinding the notice of dismissal. Here were complaints, oral and written, reports of committees and individuals, testimony of trustworthy individuals, a warning issued, finally a notice of dismissal sent to the teacher, and to cap all another teacher advertised for. The board should not forget all this.

The vote on Trustee Marchant's resolution was taken, and resulted:

Ayes—Trustees Marchant, Yates and Glover.

Nays—Trustees Lovell and Saunders.

A communication from H. S. Flett respecting the Northward boiler was read. He offers to put in the boiler under bonds for satisfactory work, and it proved unsatisfactory to replace it with one of Doty's. He also offers to knock off \$200 from the contract price. He will sustain a loss of \$750 by an adverse decision of the board. He asked that the board should not forget all this.

Trustee Yates complained of the everlastingness of this boiler dispute, and moved that the matter be given no further consideration. The motion was carried.

Trustee Marchant moved that the board should not forget all this.

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GREEN, WORLOCK & COMPANY

The Assignees Make a Public Statement This Afternoon to the Creditors.

A Most Encouraging Report—Dollar for Dollar will be Paid all in Good Time.

If the statement of the affairs of the suspended bank of Green, Worlock & Co., prepared by Messrs. Yates, Heintzman and Coltart, the assignees, is proved to be well founded, the creditors will not only receive dollar for dollar but there will be a surplus. After applying the dollar for dollar rule, they find the liabilities to be \$327,044.36 and assets, \$361,960.87, leaving a balance of \$34,916.51. The meeting of the creditors in the board of trade building this afternoon was attended by a crowd that filled the general assembly room. Before the meeting was formally opened the following printed statement was distributed:

ASSETS.

Cash on hand at 2nd March 1,374 08 \$ 1,374 08

Overdrafts—Good 119,145 85 119,145 85

Do Bad, 2 1/2 p.c. 19,627 58 39,255 16

Do Bad, 2 1/2 p.c. 35,705 44 89 12

Interest on overdrafts and other liabilities 4,200 00

Current notes 74,202 08 74,202 08

Do doubtful, 50 p.c. 21,444 27 10,722 13

Do bad, 2 1/2 p.c. 12,069 42 6,034 71

Do doubtful, 50 p.c. 23,801 00 11,900 50

Mortgages 14,777 39 807 20

Real estate—bank property 1,000 00

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