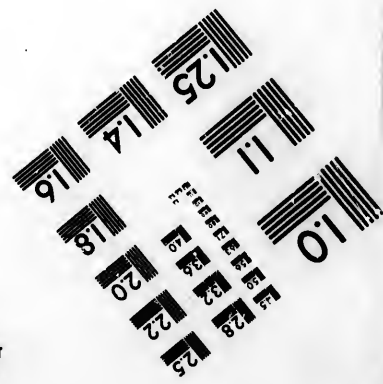
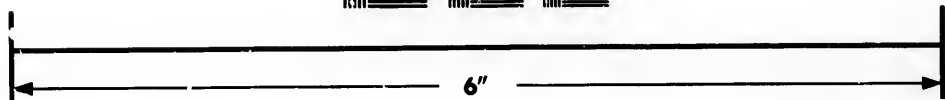
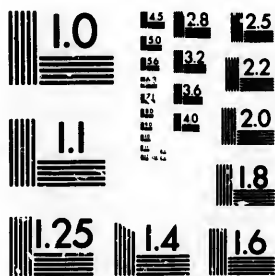


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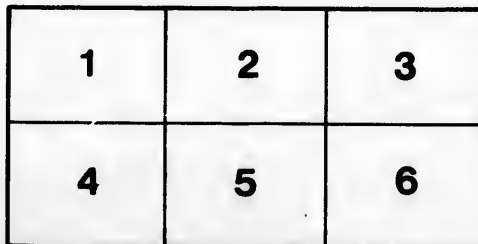
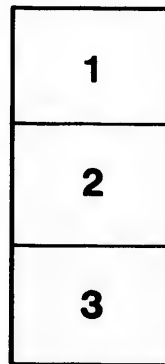
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COMMITTEE

APPOINTED AT A

Meeting of the Ratepayers of

SCHOOL DISTRICT No. 7, NEWCASTLE,

• HELD IN THE

Temperance Hall,

ON

Monday, 16th March, 1885.

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1885.

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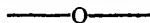
R E P O R T OF THE COMMITTEE

APPOINTED AT A

Meeting of the Ratepayers of SCHOOL DISTRICT No. 7, NEWCASTLE,

HELD IN THE

Temperance Hall on Monday, 16th March, 1885.



The Committee appointed at a meeting of the Ratepayers of School District No. 7, Newcastle, held in the Temperance Hall on Monday, 16th March, 1885, beg to submit to the ratepayers of said district the following report of their proceedings. We, the members of the said Committee, in thus submitting our report, intend simply to lay before the public copies of letters, memorials, &c., which have been forwarded by us to the Board of Education, the Inspector of Schools, or other persons, together with the replies received thereto, and also copies of correspondence between the Trustees and teachers which has been placed in our hands, and which, we consider, has bearing upon the question at issue. We intend to make only such remarks as may be necessary to explain the bearing of such correspondence, and will leave our case, as set forth in such documents, to the judgment of the public, who will be able to decide, therefrom, whether we have done all that could be expected from us, and also whether the conduct of the Trustees of Schools for this

District has been such as merits the approval of the people who elected them to their responsible position.

At the meeting above referred to, which was convened in accordance with an agreement signed by 114 ratepayers of the District, the following resolutions were passed:—

"Resolved that, Whereas the Trustees of District No. 7 have dismissed certain Teachers, and Whereas a meeting of the ratepayers having been convened, and the Trustees having been requested to attend said meeting, and explain the causes of said dismissals, and said Trustees having ignored the request of said ratepayers; Therefore resolved, that this meeting condemns the action of the Trustees in thus refusing to give information to the ratepayers, in the matter in question; and further resolved, that a committee of three ratepayers be appointed to take steps to have a legal meeting called, at which the Trustees can be dealt with in proper form. On motion resolved, that Messrs. E. Lee Street, Wm. Fenn and C. S. Ramsay be said Committee."

We may here state, that not only were the Trustees politely and respectfully requested to be present at the meeting, before it was held, but during the time the meeting was being held, delegates were sent to each Trustee, again asking them to attend the meeting, and each and all flatly, and in one case impolitely, declined.

The following are the notices of dismissal served on the teachers, and the serving of which caused the calling of the meeting mentioned above:

[COPY.]

Mr. W. J. Fowler, A. B., Teacher, &c.

Take notice that your services as a teacher in this district will be dispensed with on and after Thursday, the 30th day of April, A. D. 1885.

If you have a legal contract with the School Trustees it will terminate on the day and date aforesaid.

(A certain agreement with former trustees, of which we have a copy, is not recognized by us, except as we would recognize a verbal contract legally binding us. It has not the corporate seal attached, as required by Regulation 2 of the Board of Education.)

[Signed]	A. C. SMITH,	} The Trustees of School District No. 7, in the Parish of Newcastle, in the Co. of Northumberland.
"	P. HENNESSY,	
"	JAMES FALCONER,	

NEWCASTLE, N. B., March 10th, 1885.

[COPY.]

Miss Annie McLean, Teacher.

Take notice that you are dismissed from the position of teacher in this

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district, your services being dispensed with on and after Thursday, the 30th day of April, A. D. 1885.

If you have a *legal* contract with the School Trustees it will terminate on the day and date aforesaid. (A certain agreement with former Trustees, of which we have a copy, is not recognized by us, except as we would recognize a verbal contract legally binding us. It has not the corporate seal attached as required by Regulation 2 of the Board of Education.)

[Signed] A. C. SMITH, } The Trustees of School District
 " P. HENNESSY, } No. 7, in the Parish of Newcastle,
 " JAMES FALCONER, } in the Co. of Northumberland.

NEWCASTLE, N. B., March 10th, 1885.

[COPY.]

Miss Mary Lawson, Teacher.

Take notice that your services as a teacher in this district will be dispensed with on and after Thursday, the 30th day of April, A. D. 1885.

If you have a *legal* contract with the School Trustees it will terminate on the day and date aforesaid.

(A certain agreement with former Trustees, of which we have a copy, is not recognized by us, except as we would recognize a *verbal* contract legally binding us. It has not the corporate seal attached as required by Regulation 2 of the Board of Education.)

[Signed] A. C. SMITH, } The Trustees of School District
 " P. HENNESSY, } No. 7, in the Parish of Newcastle,
 " JAMES FALCONER, } in the Co. of Northumberland.

NEWCASTLE, N. B., March 10th, 1885.

We would call attention to the difference in the wording of the above notices of dismissal, as showing the animus which actuated the Trustees in their treatment of Miss McLean, the cause for which will be seen further on.

The following are copies of the teachers' agreements referred to by the Trustees in the above notices of dismissal or termination of contract, and which said Trustees only recognized as they "would recognize a verbal contract":—

First. Contract made this 1st day of May, A. D. 1884, between Wm. Jas. Fowler, holding a valid License of the 1st Class, granted under the authority of the Board of Education of New Brunswick, hereinafter referred to as the Teacher, of the one part; and the Trustees of School District Number Seven, in the Parish of Newcastle, in the County of Northumberland, hereinafter referred to as the School Corporation, of the other part.

Second. The Teacher, in consideration of the below mentioned agreement

by the School Corporation, hereby agrees with the School Corporation diligently and faithfully to teach a school in the said District during the School year ending on the 30th day of April, A. D. 1885, or as much thereof as is unexpired.

Third. And the School Corporation agrees with the Teacher licensed as aforesaid, to pay the Teacher, in quarterly instalments, at the rate of Eight Hundred dollars for the School year, exclusive of the Provincial allowance to be received by the Teacher from the Chief Superintendent.

Fourth. And it is mutually agreed that this contract shall continue from School year to School year, as defined by Regulation 18 of the Board of Education respecting Teachers' Contracts, unless notice in writing of an intention to terminate the same shall be given by either of the parties hereto at least one month before the date specified in the foregoing clause second, or failing such notice, then one month before the time to which the same is continued by this clause.

Fifth. And it is mutually agreed that both parties to this contract shall be in all respects subject to the provisions of the Chapter of the Consolidated Statutes relating to Schools, and any Acts in amendment thereof and in addition thereto, and the regulations thereunder made by the Board of Education.

In testimony whereof, the said parties have hereunto set their seals.

[Signed] Wm. J. FOWLER, A. B., Teacher.
 " Jno. FERGUSON, } Trustees.
 " R. A. LAWLOR, }

TEACHER'S AGREEMENT.

First. Contract made this first day of November, A. D. 1883, between Miss Annie M. McLean, holding a valid License of the 1st Class, granted under the authority of the Board of Education of New Brunswick, hereinafter referred to as the Teacher, of the one part; and The Trustees of School District Number Seven, in the Parish of Newcastle, in the County of Northumberland, hereinafter referred to as the School Corporation, of the other part.

Second. The Teacher, in consideration of the below mentioned agreement by the School Corporation, hereby agrees with the School Corporation diligently and faithfully to teach a school in the said District during the School Term ending on the 30th day of April, A. D. 1884, or as much thereof as is unexpired.

Third. And the School Corporation agrees with the Teacher licensed as aforesaid, to pay the Teacher, in quarterly instalments, at the rate of Two Hundred and Thirty dollars for the School year, exclusive of the Provincial allowance to be received by the Teacher from the Chief Superintendent.

Fourth. And it is mutually agreed that this contract shall continue from School year to School year, as defined by Regulation 18 of the Board of Education respecting Teachers' Contracts, unless notice in writing of an intention to terminate the same shall be given by either of the parties hereto at least one month before the date specified in the foregoing clause second, or failing such notice, then one month before the time to which the same is continued by this clause.

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Fifth. And it is mutually agreed that both parties to this contract shall be in all respects subject to the provisions of the Chapter of the Consolidated Statutes relating to Schools, and any Acts in amendment thereof and in addition thereto, and the regulations thereunder made by the Board of Education.

In testimony whereof, the said parties have hereunto set their seals.

[Signed]	ANNIE M. McLEAN, Teacher.	} Trustees.
"	JOSEPH HAYS,	
"	JOHN FERGUSON,	
"	A. C. SMITH,	

TEACHER'S AGREEMENT.

First. Contract made this 30th day of April, A. D. 1883, between Miss Mary Lawson, holding a valid License of the 1st class, granted under the authority of the Board of Education of New Brunswick, hereinafter referred to as the Teacher, of the one part; and the Trustees of School District Number Seven, in the Parish of Newcastle, in the County of Northumberland, hereinafter referred to as the School Corporation, of the other part.

Second. The Teacher, in consideration of the below mentioned agreement by the School Corporation, hereby agrees with the School Corporation diligently and faithfully to teach a school in the said District during the School year ending on the 30th day of April, A. D. 1884, or as much thereof as is unexpired.

Third. And the School Corporation agrees with the Teacher, licensed as aforesaid, to pay the Teacher, in quarterly instalments, at the rate of Two Hundred and Fifty dollars for the School year, exclusive of the Provincial allowance to be received, by the Teacher from the Chief Superintendent.

Fourth. And it is mutually agreed that this contract shall continue from School year to School year, as defined by Regulation 18 of the Board of Education respecting Teachers' Contracts, unless notice in writing of an intention to terminate the same shall be given by either of the parties hereto at least one month before the date specified in the foregoing clause second, or failing such notice, then one month before the time to which the same is continued by this clause.

Fifth. And it is mutually agreed that both parties to this contract shall be in all respects subject to the provisions of the Chapter of the Consolidated Statutes relating to Schools, and any acts in amendment thereof and in addition thereto, and the regulations thereunder made by the Board of Education.

In testimony whereof, the said parties have hereunto set their seals.

[Signed]	MARY LAWSON, Teacher.	} Trustees.
"	A. C. SMITH,	
"	JNO. FERGUSON,	
"	JOSEPH HAYS,	

We may here remark that none of the three above agreements had any seals attached. But the Attorney-General of the Pro-

vince, on being consulted by the Chief Superintendent of Education, gave it as his opinion, that the fact of the Corporate seal of the Board of Trustees not being affixed to the agreements did not invalidate the same. Indeed this would appear to be the case to any one conversant with legal axioms, for *no one has a right to profit by his own neglect*, and it was through the neglect of the Trustees that seals were not attached to the agreements, it being their duty, and not the Teachers', to see that such was done.

In order to explain the fourth clause in the above Teachers' agreements we quote from the School Manual, Regulation 18, page 62, as follows:—

"The School year: In respect of Teachers' contracts, School Returns to the Chief Superintendent, the payment of Provincial allowances to Teachers, and the apportionment of the County Fund to Boards of School Trustees, the School year shall end on December 31st and shall consist of two Terms: The First Term opening on January 1st, and closing on June 30th; and the Second Term opening on July 1st, and closing on December 31st."

In the case of Mr. Fowler—he had agreed 1st May, 1884, to teach a School up to the 30th April, 1885, and the Trustees having, in accordance with the fourth clause of his agreement, given him, in writing, notice of an intention to terminate his contract, he had no redress, but had in accordance with his agreement to accept his dismissal.

The cases of Misses McLean and Lawson, however, were different. They had each agreed to teach up to the 30th April, 1884, and having received no notice, in writing, a month previous to that date, they could not, according to the terms of their agreement, read in conjunction with Regulation 18 quoted above, be dismissed until the end of the school year, that is, the 31st December, 1885.

With regard to the wording of the above notice of termination of contract sent to Miss McLean—"Take notice that you are *dismissed* from the position of Teacher"—we beg to point out that Trustees can only *dismiss* Teachers for gross neglect of duty or immorality,—see School Manual page 24 (3),—and though subsequently, when the Trustees found they could not legally

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terminate Miss McLean's contract, they trumped up a charge of "gross neglect of duty" against her, at the date the above notice was served upon her they had not the slightest grounds for making such a charge.

In order to fulfil the duties imposed upon us by the resolution appointing us a Committee "to take steps to have a legal meeting called at which the Trustees can be dealt with in proper form," we forwarded to the Board of Education, through our Representatives at the Legislative Assembly, the following memorial.

no. 1.

NEWCASTLE, N. B., March 18th, 1885.

To the Honorable the Board of Education of the Province of New Brunswick.

GENTLEMEN: We, the undersigned Committee, appointed at a Public Meeting of the Ratepayers of School District No. 7, Newcastle, Northumberland Co., held in the Temperance Hall, Newcastle, at 10 o'clock in the forenoon of Monday, 16th inst., by resolution, copy of which, signed by Chairman and Secretary, we herewith enclose, beg to request your honorable body to authorize the holding of a general school meeting of the said District, as empowered so to do by Section 57 of the Manual of the School Law of New Brunswick. We request you to authorize the holding of said General Meeting at the earliest possible date, and also to direct the Trustees of said District to attend the same, for the following reasons and causes:

We duly appreciate the remarks of your Hon. Board (Regulation 32, Rem. 1), page 78 of the Manual, "That the Trustees represent the inhabitants of the District, and are to transact all school business in their stead and on their behalf," and that "the interests of education cannot thrive in any District unless these officers efficiently discharge their duties." But your petitioners believe they are not fairly represented, or their interests served, by the present Board of Trustees of said district, for the following reasons:

First.—They have allowed the fences enclosing school grounds, and the outhouses in connection therewith, to become dilapidated and useless, a shame and disgrace to any respectable community, in violation of the requirements of Regs. 9 and 14, although Inspector Cox, in writing, requested the Trustees to put outhouses, &c., in proper order. Sec. 67.

Second.—They have neglected the requirements of Sec. 74 respecting the organization of the Board of Trustees.

Third.—They have neglected the requirements of Sec. 73 (4) respecting monthly visitations.

Fourth.—They have violated the requirements of Sec. 73 (2) respecting the grading of pupils.

Fifth.—They have interfered with the proper discipline of the Schools and duties of Teachers. Reg. 22 (7).

Sixth.—They have violated the requirements of Reg. 2 in not duly executing teachers' contracts. By the loose manner in which they have engaged and dismissed teachers they are likely to involve the District in litigation, having attempted to terminate contracts on 30th April, 1885, which cannot legally be terminated till Dec. 31, 1885.

Seventh.—They have destroyed the records of the Board of Trustees for a long period, by the admission in writing of one of the Trustees, in utter violation of Reg. 32, Rem. 3.

Eighth.—They have made, apparently without cause, a wholesale dismissal of Teachers, in the District, and when requested by a largely attended meeting of the Ratepayers, called by agreement (copy of which we enclose) signed by 114 ratepayers, to give their reasons for such dismissals, they have treated such request with contempt.

The ratepayers of this district, duly realizing the ill effects of the too frequent change of teachers, consider this action detrimental to the cause of education. The parents and guardians of children in this district have almost universal confidence in the abilities of the teachers now engaged, all of whom received commendation from the Inspector in his last report, and the good progress of whose departments has been vouched for by competent clergymen who have examined their pupils' work. Considering the wishes and feelings of a majority of the ratepayers, we therefore respectfully urge that your honorable Board give instructions for the calling of a general meeting as requested above and also direct the Trustees to attend such meeting in their official capacity and explain their conduct to the ratepayers, or in the event of their refusal to attend such meeting and explain their conduct, that the ratepayers at such general meeting be empowered to elect a new Board of Trustees in whom the ratepayers of this district can repose confidence. We have the honor to be, Gentlemen,

Your obedient servants,

[Signed] E. LEE STREET, }
 " WM. FENN, } Committee.
 " C. S. RAMSAY, }

[Following is an extract from Inspector Cox's report referred to in above memorial :

"The town of Newcastle has ten graded departments, all of which were in operation during the year. I am pleased to bear testimony to the excellent character of the work being done. With one or two exceptions, these schools are realizing the best expectations of a generous public who never fail to vote ample means for their support. In the High School, re-opened a year and a half ago, commendable progress was made."]

We received the following reply from the Chief Superintendent of Education, to our memorial :

No. 785.

E. Lee Street, Esq., Newcastle, N. B.

FREDERICTON, Mar. 30, 1885.

DEAR SIR: In reply to the Memorial signed by yourself and Messrs. Fenn

and Ramsay, as a Committee of the ratepayers of Newcastle School Dist. No. 7, which has been handed to me by Mr. Park, M. P. P., to be laid before the Board of Education, I beg to state that it is not competent for the Board of Education to deal with charges against Trustees (Sec. 67 School Manual) till the Inspector has investigated the same and pronounced upon them. Sec. 5 (6). I shall forward the Inspector's copy of your Memorial. Yours truly,

[Signed] Wm. Crockett, Chief Supt. Education.

In order to explain Sec. 67 of the School Manual, referred to in the above letter, it is necessary to quote from the School Manual:—

Sec. 66— * * "Where a Trustee declines to act, a Trustee or Trustees shall be appointed upon the written requisition of seven ratepayers in the district, by the Inspector, who, in case of a further neglect to act, shall have power to make further appointments."

Sec. 67 reads as follows:—

"Failure or refusal to take the declaration; refusal or continued failure to attend the meetings of the Board of Trustees when notified; failure or refusal to call the annual or special meetings, or post proper notices thereof; and failure or refusal to perform the duties, or exercise the powers imposed and conferred upon him as a Trustee, after written request shall have been made upon him by the Inspector to perform or exercise the same, shall (amongst other things) constitute a declining to act under the last preceding Section."

Mr. G. W. Mersereau, Inspector of Schools, provided us with the following copy of a letter received by him from the Chief Superintendent.

FREDERICTON, N. B., Mar. 30th. 1885.

G. W. Mersereau, Esq., A. B., Inspector Schools, Newcastle, N.B.

DEAR SIR: I have forwarded you a copy of a memorial which was handed to me by Mr. Park, M. P. P., to be laid before the Board of Education. As it contains charges against the Trustees for neglect of duty it should have been addressed to you, whose duty it is to proceed therewith as directed by Sec. 67 School Manual.

I am not aware of any provisions in the act empowering the Board of Education or Chief Superintendent to direct the Inspector to call any meeting for such purposes as contemplated in the memorial. Sec. 57 is not applicable. If Trustees have dismissed Teachers the case is one for the Trustees and this

Department to settle. Sec. 73 (3).

Yours truly,

[Signed]

WM. CROCKET, Chief Supt. Education.

Certified Correct Copy, [Signed]

GEO. W. MERSEREAU.

The Inspector served a copy of our memorial on the Trustees,

and this is their reply thereto:

NO. 2.

NEWCASTLE, N. B., 2nd April, 1885.

G. W. Mersereau, Esq., A. B., Inspector of Schools.

SIR: We are in receipt of a letter from you, enclosing a copy of certain so-called charges made against us in our official capacity by Messrs. C. S. Ramsay, W. Fenn and E. Lee, Street.

We condescend to spend a couple of minutes in dashing off the following reply:—

In the first place we do not in the least recognize the so called Public Meeting of the Ratepayers ("this meeting" was attended by dismissed teachers, relatives and friends) to be an indignation meeting. A number of respectable people refused to sign the written agreement intended to bind them to attend; others were induced to attend by such mis-representations as that the "Trustees wished them to attend," &c., &c. The meeting failed in its object. During a hour that was created a committee was arranged for whose intention is one of vexatious and most malicious annoyance of the Trustees.

2nd. The Board of Education has no power to direct that the Trustees shall attend any meeting called at the instigation of ratepayers.

In reply to the charges set forth by Messrs. Ramsay, Fenn and Street.

No. 1. It is untrue that Inspector Cox in writing requested the Trustees to put out-houses, &c., &c., in proper order. We challenge proof of the truth of this charge. At a meeting of our Board held some weeks ago it was decided to put all out-houses and fences in good order as soon as the snow disappeared. Several of the water closets were cleaned and repaired last summer. One other would have been attended to had not the man engaged failed to fulfil his contract. The water closet at the High School will receive early attention. The present Principal allowed the one at present in use to be almost completely destroyed, most of the destruction having gone on during school hours. Mr. Fowler's attention was frequently called to the matter, but his indolence prevented him from giving any attention to the destruction going on daily under his nose. Rebuilding under such circumstances would have been useless expenditure. We attended to fences as best we could last fall, and week ago arranged for thorough repairs in this respect in early spring.

No. 2. This charge is false. The Board re-appointed Mr. Marshall to the position of Secretary. His bond is on file. If you call our attention to any error in the bond we shall promptly remedy it. The records of moneys and accounts, &c., are always in the hands of Mr. Marshall. As Mr. Marshall is nearly eighty years of age, and cannot readily attend all the meetings of the Board (Mr. Marshall being Secretary to the Board) was appointed. Certain papers are in his care for ready reference. If this be illegal we shall dismiss Mr. Marshall and appoint either one of the aforesaid self-constituted impertinent tripod to the position.

3rd. We have visited the schools often enough to know that they are being conducted in some cases well, in other instances very badly. We do not

consider it necessary to visit them monthly, as this would take most of our time—there are *ten* schools.

4th. A lie, and they know it. The last Board directed Principal Fowler to attend to the grading and he attended to that duty with their knowledge and consent.

5th. Another lie. The Trustees never interfered with the proper discipline of the schools, except in the case of Principal Fowler, who had been in the habit of punishing pupils by means of a ruler and most severely. We directed the female teachers to refrain from punishing pupils by detaining them during hours allotted to recess, but they haughtily ignored our directions in this respect. This attempt on the part of the tripod to call us to an account for the exercise of our vested rights is simply *vulgar impertinence*.

6th. Absurd. Chief Superintendent say fit to make confusion in school districts by changing the school Terms and years 'is no fault of ours. The Chief Superintendent by a telegram now before us, states that the want of seals does not invalidate Teachers' contracts.

7th. A lie. If you, Mr. Inspector of Schools, will call on Trustee Smith you will be shown the Records of the Board of Trustees from 7th Feb., 1881, in an uninterrupted line down to the date of our last meeting, 20th March 1885. We invite you to call and verify this fact at once, or at any time that may be convenient to you.

8th. We consider this "charge" to be a most unwarrantable and impertinent attempt to trench on the vested rights of the Board of School Trustees. We shall condescend to make no reply to this last impudence, except to say that the statement that all the Teachers received commendation from the Inspector in his last report is a mean and contemptible lie. Were we to make public the "commendation" given certain of the Teachers by the Inspector in his last report, said Teachers would not get a position in any school in the Province. We do not care to make mention of the name of any clergyman without his permission first obtained, but if you, Mr. Inspector of Schools, will call on us we will give you the name of one clergyman who looked into work done by Mr. Fowler, and who spoke so very unfavorably of it. You can then verify this fact. We are pleased to notice that the "Committee" had brains to see that we treated the meeting with contempt. We willingly admit the charge of *contempt*.

Yours truly,

[Signed]	A. C. SMITH,	} Trustees of Schools.
"	JAMES FALCONER,	
"	P. HENNESSY,	

Certified Correct Copy, [Signed] GEO. W. MERSEREAU.

Comment on this unique production is quite superfluous. The style, composition, taste and language will commend themselves to all readers. Neither need we point out that, in this so-called answer to our charges, the Trustees have managed to gratuitously insult not only the Committee, but also the

They are be-
We do not

Chief Superintendent of Education, the Inspector and the large number of Ratepayers present at the meeting held on the 10th March, who appointed the Committee styled by the Trustees, in their elegant language, "the self-constituted, impertinent tripod." The Trustees at least might have consulted a dictionary before making use of a word the meaning of which they evidently fail to understand.

In their reply to the 8th charge brought against them the Trustees endeavor in an underhand way to traduce the Teachers they have dismissed. Had the Trustees really been possessed of any proofs of incapacity, or had there been any adverse reports made against either of the dismissed teachers by the Inspector, the Trustees would have been only too happy to have made use of them, and the only reason they have for not publishing the unfavorable reports said to have been made of their work, is that no such reports were ever made. We have quoted Inspector Cox's public report on the Schools of District No. 7. We do not believe that gentleman would have reported in that way, publicly, and have made a different and quite unfavorable report of the same teachers to the Trustees.

Inspector Mersereau having given us a copy of the above document, we provided him with proofs of all our charges preferred against the Trustees, in consequence of which he sent the following notice to the Trustees, to attend a meeting at his office, at which they would be given a hearing to answer our charges and at which we would also be present.

NEWCASTLE, April 3, 1885.

Trustees of Schools, Dist. No 7, Newcastle, Northumberland Co., N. B.

SIRS: Your reply received and submitted to the committee. They, the committee, have offered such a mass of evidence in rebuttal that I have appointed 3 P. M. Saturday, 4th inst., at my office, as time and place for a hearing, and hereby give you notice to be present. I have the honor to be,

Your obedient servant,

[Signed] GEO. W. MERSEREAU, Insp. of Schools.

The Trustees, with the delicacy and exquisite taste which have characterized their conduct all through these transactions, returned the above letter to the Inspector, with the following

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NO. 3. OFFICIAL.

All some of these fellows want is rum to keep their *fight up*. Get some whiskey from *Chairman Street's rumhole*, and keep on treating them till we come. Maybe we won't be just on time, in that case send a team for us.

[Signed] A. C. SMITH, Sec'y of the Board.

P. S.—Begin with one gallon. A. C. S.

Mr. Mersereau also served the Committee with a notice to attend a meeting at his house, which reads as follows :

NEWCASTLE, April 3rd, 1885.

Messrs. E. Lee Street, Wm. Fenn and C. S. Ramsay.

GENTLEMEN: I hereby request your presence at a meeting to be held at my office on Saturday, 4th inst., at 3. P. M., to investigate certain charges against the Trustees of Schools for School District No 7, Newcastle, Northumberland Co., N. B. I have the honor to be,

Your obedient servant,

[Signed] GEO. W. MERSEREAU, Insp. of Schools.

In accordance with the above notice two of the members of the Committee attended at the Inspector's office at the time and date specified, the third member of the Committee being out of town and therefore unable to be present. After waiting for a considerable time, and the Trustees not appearing, the meeting was adjourned without its object having been accomplished.

We had then the right to claim judgment in our favor by default, but we preferred substantiating our charges against the Trustees, and accordingly drew up the following statement of proofs of said charges, which we served on Mr. Mersereau :

NEWCASTLE, N. B., 6th April, 1885.

G. W. Mersereau, Esq., Inspector of Schools.

DEAR SIR: We, the Committee appointed at a meeting of the Ratepayers of this district, held in the Temperance Hall, at 10 o'clock A. M., Monday, the 16th of March ult., as you are aware formulated and forwarded to the Board of Education N. B., certain specific charges of neglect of duty and violation of both the law and regulations of our School system by the Board of School Trustees for this District, No. 7, Newcastle. You have it appears received copies of the said charges and of our memorial to the Board of Education from the Chief Superintendent, and served the same on the Board of Trustees for the purpose of obtaining their reply to the said charges made by us the said Committee against the said Trustees, and we the said Committee do hereby acknowledge receipt of a copy of the said 'Trustees' reply to you, being, we presume, what the said Trustees consider sufficient explanation

and a satisfactory off-set to our charges. We the Committee have taken special notice of the manner in which they begin each reply in their memorials to you of the 2nd of April inst. We notice they have characterized our charges against them seriatim as follows: To our first charge they say, "It is untrue"; to the second, "This charge is false"; to our third charge, "See their pretext"; to our fourth charge they say, "A lie"; to our fifth charge they say, "Another lie"; to our sixth charge they say, "Absurd"; to our seventh charge they say, "A lie"; and to our eighth charge they say, "A most unwarrantable and impertinent attack, &c."

We the said Committee, therefore, knowing that in your official capacity it is very necessary that you are put in possession of facts, not mere assertions, to enable you to adjudicate between the accusers and accused, so as to enable you to make a clear report to the Board of Education who have commissioned you to examine into these charges and report thereon to them, beg to submit the following proofs for your consideration :

No. 1. In our first we the Committee charged the Trustees with neglect of their official duties respecting fences, school-grounds, outhouses, &c. If under the authority vested in the Inspector, Sec. 10 (1), you visited the schools and school premises belonging to this district you would have ample proof by ocular demonstration of the truth of this charge; you would find fences erected by a former Board of Trustees utterly destroyed, the school grounds a common or grazing lot for cattle; in others you will find gates off hinges and destroyed, you will see in the centre of the boys' play-ground in connection with the Academy the remains of an outhouse, erected by a former Board of Trustees at a large outlay, without ends, without a part of one side, no doors, no locks, no keys, filled and surrounded with filth and offensive sights, a shame and disgrace to any civilized community and a striking evidence of the gross neglect of duty of the Trustees. Again, observe the girls' water-closets in connection with the Academy, under the same roof as the school room, without proper ventilation, without disinfectants, and in warm weather behold the vitiated atmosphere which pupils and teachers are compelled to inhale, and then let us know whether or not the Trustees of this district have performed their duties according to Reg. 9 and Remarks 1, 2, 3, 4 and 5, and according to Regs. 12 and 13 and Remarks and also Reg. 14 and Remarks.

Please take notice that the Trustees have attempted to shift the responsibility upon the Teacher. But the Trustees allowed the doors, locks and keys, &c., of the outhouse under consideration, with reference to their charges against the Principal, to be broken, destroyed and lost before Mr. Fowler's incumbency. It is only when the key or keys are given by the Trustees to the teacher, of locks on doors of outhouse built and kept in accordance with the Regs. of the Board of Education, that Trustees can hold Teachers responsible. See Reg. 9, Rem. 3.

As another attempt of shifting responsibility see the following letter by A. C. Smith, the head and front of the Trustees, as a ratepayer, complaining to the Sec'y to the Board of the destruction of school property, thus shirking his

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duty as a Trustee, in fact ignoring the office of Trustee, a virtual refusal to act, in this instance as in others, such as refusing to sign Teachers' agreements, Trustee reports to the school meetings, &c., &c.

[COPY.]

NEWCASTLE, 29th May, 1884.

C. Marshall, Esq., Secy School Trustees.

DEAR SIR: As a ratepayer I investigated the matter of the destruction of school property at the Academy during the past fall and winter, and find that John Donovan and Edward Hoochman were the ringleaders in the mischief. Witnesses—John Fraser, William Fraser, Jas. Miller (Wm's Son), John Ingraham, Allen Wheeler.

Yours, &c.,

[Signed] A. C. SMITH.

In answer to the Trustees' remark in their answer to our charge No. 1—"It is untrue that Inspector Cox in writing requested the Trustees to put out-houses, &c, in proper order"—we beg to submit that if it is untrue then we are sorry to say that Inspector Cox, who was a most careful and painstaking official, did in this instance neglect to perform his duty; but we are informed by good and reliable authority that Inspector Cox, in his last report of his examination of our schools, to the Trustees of this District, did call the attention of the Trustees to this matter. Inspector Cox's Report, if it could be obtained, would set this question at rest, but being in the hands of Trustee Smith, as well as other important papers belonging to this school District, we cannot obtain the document. Hence the bravery of their challenge of proof when the proof is in their own possession, and who would not even allow you, the Inspector, to look at said Report when you requested him (Smith) to let you see it, unless you produced the authority compelling him, knowing no doubt that the Reg. respecting the making, preservation, &c., of such reports was cancelled by the present Board of Education. Lastly the admissions of the Board of Trustees in their answer to our charge No. 1 are in themselves sufficient proof that they have grossly neglected to perform their duty under this head.

No. 2. In our second we charge the Trustees of this school district with neglect of the requirements of Sec. 74 respecting organization of the Board of Trustees. Up to 16th March, 1885, no bond of a Secretary to the Board has been filed by the Trustees of this District since 1872, and the bond filed at that date (1872) is for the amount of \$2,000 and this district assessment is always more than \$2,500, sometimes exceeding \$3000.

Charles Marshall, Esq., is the Secretary whose bond was filed in 1872. Section 74 requires the Secretary to the Board to keep the Records of the meetings of the Trustees. The Board of Trustees have illegally allowed A. C. Smith, one of their number, and who has given no bond, to keep their records, and the following copy of a letter from the said A. C. Smith, to C. Marshall, the Secy to the Board, explains the wisdom of the law and the danger of its non-fulfilment in allowing an irresponsible person (A. C. Smith), one of the Trustees, to be the keeper of their records or any other important papers, books, money, belonging to the district.

[COPY.]

NEWCASTLE, 17th Jany, 1884.

Charles Marshall, Esq., Sec'y School Trustees.

DEAR SIR: I send you herewith all the school papers in my possession, also the School Manual. Our minute book being my own private property (never charged to the district), I have destroyed. It is not, however, necessary, as the acting Trustees will have one of their own from the 10th inst., I notice.

Your obedient servant,

[Signed] A. C. SMITH.

Please take notice in the above where Smith again shirks the responsibility of a Trustee, and where he declines or refuses to act. Also allow us to call your attention to Reg. 41 (3.) and Reg. 42 Rem. 3, with reference to the preservation, &c., of the records of the meetings of the Board of Trustees.

If you, the Inspector, called at Secy-Treas. office you would find that the last bond by the Sec'y to the Trustees is dated 1872 and for \$2,000 only, and that the district assessment is always greater than that amount. Sec. 74 makes it the duty of the Trustees to meet as soon as practicable after the election or appointment of a Trustee and appoint a Secretary who shall forthwith give bonds, &c., in a sum at least equal to that to be raised by the district during the year, &c., and such Secretary shall keep the records, accounts and moneys of the Board, &c. N. B. A yearly election of a Trustee legally requires a yearly appointment of a Secretary, and a yearly filing of bonds when the bonds of the previous years are for a less amount than the assessment for the ensuing year.

No. 3. In number three we charged the Trustees with neglect of their duty, Sec. 73 (4), respecting duty of visitation.

The Trustees' answer to this charge is sufficient grounds of proof of their guilt. "We have," say they, "visited, the schools often enough to know," &c. "We don't consider it necessary to visit them monthly." It is not for the Trustees to "consider" at all in the matter. The law says Trustees shall visit at least monthly, and they have not done so, and the school registers and the teachers can prove that they have not visited the schools in their district twice during the last twelve months.

No. 4. We charged the Trustees with violation of the requirements of Sec. 73 (2), with reference to the grading of pupils. The Trustees' answer to this is "A lie and they know it." We here submit one proof of improper interference, which is only one of many that might be cited of grading contrary to the letter and spirit of the law; as the following letter will show, and fully proving our charge:

[COPY.]

12th May, 1884.

DEAR MISS McLEAN: I take charge of the grading of this boy, the bearer and unless you show reason otherwise in person to-morrow I have to request that you immediately advance William Copp to your 6th grade.

Yours truly,

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[Signed] A. C. SMITH, School Trustee.

We may here add for your further information that Inspector Cox found fault with Principal Fowler for allowing pupils to be graded beyond their attainments. Mr. Fowler said in reply that he had no alternative in the matter, as the Trustees assumed that they had the legal right of placing pupils in grades without consulting the Principal as to their attainments, and have acted on that assumption for years up to that time, as in one instance the above letter shows. Inspector Cox then instructed Principal Fowler to allow no pupil to be placed in any grade beyond his attainments. Mr. Fowler's having carried out the instructions of the Inspector is the main cause of his dismissal by the Trustees.

No. 5. We charged the Trustees with interference with the proper discipline of schools and the duties and privileges of Teachers.

Sec. 86 makes it the duty of a Teacher to maintain proper order and discipline in the school. The Board of Education repeats that duty on page 61 of the Manual, 1884. In Reg. 22 (7) and at the bottom of page 65 the Board of Education, "in order to enable the Teacher to maintain proper and just discipline", authorizes and empowers the Teacher "to adopt such punishment as the case really warrants." The Board of Education wisely leaves it to the good judgment of the Teacher to choose the mode of punishment. The Teacher may use corporal punishment, confinement at recess or after school hours, so long as the punishment is inflicted in a proper spirit, as defined by the Board of Education. We the Committee hold that the teacher has a wide field here, and rightly so if proper order and discipline are to be maintained. Then again in graded schools, such as in this district, teachers have another very successful mode of punishment, viz., through or by the principal of the schools. The following letters are proofs of improper interference with the duties and privileges of Teachers by Trustees as by the above definition.

[COPIES.]

12th May, 1884.

DEAR MISS MCLEAN: My children have just returned from school. Please on no account detain my children at any time, either during recess or after the usual time of closing your department, 4 o'clock. Yours truly,

[Signed.] A. C. SMITH, School Trustee.

14th Oct., 1884.

DEAR MISS MCLEAN: I sent a boy to request you to send Meddie home *at once*, but was informed that you *did not intend* letting him come as I directed. If you care to let me know the offence for which you detained Meddie I shall feel obliged. At present I am inclined to believe the offence was very trivial. In the meantime,

Yours in haste,

[Signed] A. C. SMITH.

Nov. 10th, 1884.

To Miss McLean.

At a meeting of the Board of Trustees, held on the 7th inst., it was resolved that there shall be no detention of pupils in the Academy in future (except

in the case of the Principal, who is allowed 30 minutes) after 4 P.M., the usual hour of closing; also that teachers be requested to be in their rooms 10 minutes before the hour of opening, so as to keep order; also that pupils be permitted to remain in the school room during recess in stormy days if they choose to remain.

[Signed] A. C. SMITH, Sec'y of Trustees.

MR. FOWLER, DEAR SIR: I have sent Mr. Cassidy for the — Willard Sinclair. Please deliver him to him. I wish you would kindly step down to my office at 4 o'clock and bring with you the two other boys I named in my letter. Please give this your attention, and oblige,

[Signed] A. C. SMITH, School Trustee.
Nov. 10th, 1884.

PRINCIPAL FOWLER, A. B., DEAR SIR: The Trustees have decided that there shall be no more detention of pupils after the usual hour of closing, 4 P. M. But 30 minutes extra time is allowed your department. The Janitor has orders to clear the rooms sharp on time, except yours as above. You are of course aware that no detention during moments of recess is permitted by the Board. The only exception is in case of children who may wish to remain in during stormy days, in which case they shall have the privilege. The Board directs that there shall be no punishment of pupils in other departments than his own by the Principal, unless in extreme cases. This the result of complaints made by parents.

Yours truly,
[Signed] A. C. SMITH, Sec'y of Trustees.

P. S.—I wish to add that the Board expects the Principal to make them aware of any infringement of the order that pupils shall not be detained during recess. We have taken legal advice in the matter, and will enforce the rule. We have reports of its violation in the Academy, and coming under the head of "gross neglect of duty."

[Signed] A. C. S.

Reg. 28 makes it the duty of the Trustees to require pupils to be obedient to their instructors and to conform to the rules of the school. In the face of this Regulation we have many instances of pupils in our schools encouraged in their disobedience to their teachers and non-conformity to the rules of the school by the Trustees' orders, putting their Teacher to open defiance and quoting the Trustees' orders to their Teacher in advance of their Teacher's knowledge of the existence of those orders, thereby making it impossible for a time to maintain proper order and discipline, using thus encouraged in their rebellion.

No. 6. As we have the decision of the Attorney General, which proves the correctness of this charge under this head, we will offer little or no additional proof, as the Board of Education has sustained this charge respecting Teachers' agreements, illegal termination of contracts, &c. It is the duty of Trustees to procure seals and duly execute agreements as the regulations direct. The Board of Trustees have not done so.

No. 7. For the proof of the justness and truthfulness of this charge see

A. C. Smith's letter copied herein under the second head, and observe his own acknowledgment in said letter of his having done what we charged against him or them, the Trustees, viz., the destroying the records of the Board of Trustees, and if Smith is to be believed then this charge is also fully sustained on his (Smith's) own evidence.

No. 8. In No. 8 we charged the Trustees with having made, apparently without cause, a wholesale dismissal of Teachers, &c. For proof of this see Inspector Cox's report to Board of Trustees; also his last public and printed report; also his private report to the Chief Superintendent of Education; and lastly, see the amounts of Mr. Fowler's, Miss Lawson's and other Teachers' drafts paid out of the Provincial grant as Rank money, in addition to their regular license allowance, and it will be quite evident that such dismissals are causeless, uncalled for, and detrimental to the best educational interests of the district; and the Trustees having persistently withheld their reasons causes the committee, ratepayers and teachers to believe there is no sufficient ground for such dismissals, and we are supported in that belief by the overwhelming testimony in favor of our present teaching staff as above quoted.

Believing as we do that our charges are well sustained and supported, please allow us to call your attention to Sec. 64, the declaration of office of a Trustee; also to the last paragraph of Teacher's agreement, Reg. 2, and also to the Trustees' oath in their semi-annual reports to the Chief Superintendent, and you will find the following: (1) I will truly and faithfully, to the best of my judgment and ability, discharge the duties of School Trustee. (2) We find that the Trustees, in addition to this declaration, enter into a solemn and binding contract, under their signature and their corporate seal, mutually with the Teacher, the other party to the contract, binding themselves that they shall be in all respects subject to the provisions of the school law and the regulations thereunder made by the Board of Education; and (3) we find these Trustees, or by and through their Secretary, making an oath, twice in twelve months, solemnly swearing before a J. P. that the schools under their care were supported and controlled in accordance with the School Law and the regulations thereunder made by the Board of Education.

In view of the utter neglect, on the part of the Trustees of this district, and the non-fulfilment of the requirements of the School Law and regulations, as specified and proven by the foregoing, who would not sympathize with our conscientious, diligent and faithful Teachers, in their efforts to conduct their schools in conformity with the Act and regulations, in the face of the illegal interference on the part of the Board of Trustees? And we the committee conscientiously believe that we express the opinion of the great majority of the ratepayers of this district when we say that should the present Board be sustained and continued in office, notwithstanding their illegal acts, and should they employ an entirely new staff of Teachers, it would only be to have a repetition of similar results, as the Trustees have not the Educational interests of the district at heart. We have the honor to be,

Your obedient servants,

[Signed] E. LEE STREET, }
 " W. FENN, } Committee.
 " C. S. RAMSAY, }

On the 11th April the Trustees served further notices of dismissal on Misses Lawson and McLean, and we thereupon addressed the following letter to the Chief Superintendent of Education.

NEWCASTLE, Miramichi, N. B., April 13th, 1885.

Wm. Crocket, Esq., Chief Superintendent of Education, Fredericton, N. B.

DEAR SIR: The Trustees of this, Newcastle No. 7, district have served notices on the two lady teachers, Misses McLean and Lawson, concerning whose contracts we have lately corresponded with you, and which latter you have decided do not expire until 31st Dec., 1885, said notices informing them that notwithstanding your decision the Trustees have concluded to act as if the contracts expired on the 30th April instant.

We enclose copy of notice served on Miss McLean, that served on Miss Lawson is similar, and we beg that you will take immediate action in the matter, as we fear this action of the Trustees will result in involving this district in litigation and expense; and the date on which the Trustees claim that the Teachers' contracts will expire is now drawing close, and the matter ought to be definitely settled without delay.

The Inspector for this district, Mr. Mersereau, has been furnished by us with proofs sustaining the charges made by us against the Trustees, and we presume he has reported the same to you, together with the facts connected with the action of the Trustees when the latter were requested to answer said charges. We have the honor to be, Sir,

Your obedient servants,

[Signed] E. LEE STREET, } Ratepayers'
 " Wm. FENN, } Committee.
 " C. S. RAMSAY, }

Copy of notice served on Miss McLean, referred to in above letter.

[COPY.]

NEWCASTLE, N. B., 11th April, 1885.

To Miss Annie McLean, Teacher.

By notice bearing date 10th March, 1885, you were informed of our intention to terminate your contract with us on the 30th day of April, 1885. Notwithstanding the opinion of Chief Superintendent of Education, that we cannot terminate said contract until the 31st Dec'r, 1885, we, acting under the best legal advice to be obtained in the Province, have decided to consider said contract as terminated on the date specified in our aforesaid notice of 10th March, viz., on the 30th day of April, A. D. 1885. Of this our inten-

tion and decision, you will give due notice and govern yourself accordingly.
On and after the 1st of May of the present year another teacher will
be in charge of the department at present in your care, and you are here-
by forbidden to interfere with the said teacher in the discharge of
her duty.

[Signed] J. C. SMITH, } The Trustees of School District
" J. HENNESSY, } No. 7, in the Parish of Newcastle,
" JAMES FALCONER, } in the Co. of Northumberland.

By calling on our Sec.-Treasurer, Mr. Marshall, on the 30th day of April,
1885, you will receive the balance of salary then due you.

[Signed] A. C. SMITH, Sec'y of Trustees.

We received the following evasive reply.

FREDERICTON, April 16th, 1885.

*E. Lee Street, Esq., C. S. Ramsay, Esq., W. Fenn, Esq., Ratepayers' Committee,
School District No. 7, Newcastle.*

GENTLEMEN: I have the honor to acknowledge the receipt of your com-
munication of 13th inst., relative to the dismissal of Misses McLean and Law-
son by the Trustees of your School District, and your copy of the notice which
the Trustees served upon them. In reply I beg to state that I have addressed
a communication to the Trustees on the subject, and requested them to furnish
me, as required by Sec. 73 (3) of the School Act, with the grounds upon which
they have dismissed these two Teachers. I am, Your obedient servant,

WM. CROCKET, Chief Supt. Education.

We forwarded, on 15th April, copy of proofs of charges fur-
nished Inspector as above to the Chief Superintendent. Fol-
lowing is his reply.

[COPY.]

FREDERICTON, April 20th, 1885.

*E. Lee Street, Esq., C. S. Ramsay, Esq., W. Fenn, Esq., Ratepayers' Committee,
School District No. 7, Newcastle.*

GENTLEMEN: I have the honor to acknowledge the receipt of your com-
munication of 15th inst., together with a copy of your charges against the
Trustees which you forwarded to the Inspector.

In your communication you request me to call a general meeting of the
ratepayers in order that "they may legally decide whether the present Trust-
tees are worthy the confidence of those who elected them."

In reply I beg to state that the calling of a meeting for such a purpose, or
the discussion of such a question as you propose, would be irregular. You
have already taken the steps provided by Law for obtaining redress in the case
of Trustees failing or refusing to perform their duties. The Inspector, to
whom your charges were referred, has made a written request of the Trustees
to perform their duty. If they refuse to comply with his request, he is em-
powered to dismiss them and to appoint others in their stead.

[Signed] I have the honor to be,
Your obedient servant,

WM. CROCKET, Chief Supt Education.

Not having been able to obtain any reply from the Inspector to our last communication, we addressed the following memorial to the Chief Superintendent. It will speak for itself and give a full account of our proceedings, as well as of those of the Inspector at this stage.

NEWCASTLE, N. B., April 23rd, 1885.

Wm. Crocket, Esq., Chief Superintendent of Education, Fredericton, N. B.

DEAR SIR: AS YOU ARE AWARE, we sent a memorial to the Board of Education, March 18th, ult., containing charges against the Trustees of this District, No. 7, Newcastle, which you sent to Inspector Mersereau on the 30th, accompanied by your letter of instructions to him, to proceed therewith under Sec. 67 of the School Manual.

On receipt of your instructions the Inspector served a copy of our memorial on the Board of Trustees, and on the 2nd inst., he received from them their reply thereto, a copy of which marked No. 2 is mailed herewith.

The Inspector not being satisfied with the Trustees' answers, determined on a personal investigation, accusers and accused "face to face." He, therefore, notified us to meet him and the Trustees at his office, at 3 o'clock P.M., Saturday 4th inst. We, the Committee, attended to the Inspector's request, and were at his office "sharp on time." The Trustees were not there, but the Inspector showed us the Trustees' reply to his official request, said reply being written on the back of said request and returned, a copy of which marked No. 3, is herewith transmitted. *Remark the gross insult.*

The Committee remained at the Inspector's office till 5 P. M., but the Trustees did not put in an appearance. Not willing to take any advantage of the Trustees by claiming judgment by default, we consented to submit to the Inspector, in writing, proofs of our charges. This we did on the 6th inst., as per a copy mailed to you by us some time ago, and which we will here designate as No. 1.

On the 8th inst., we served on the Inspector a new and separate charge against the Trustees, for non-preservation of the Minutes of Annual and special School Meetings, &c., as per copy, herewith enclosed, marked No. 4.

On the 13th inst. we received from the Inspector his reply to our charge of the 8th, as per copy enclosed, marked No. 5.

On the 16th we received from the Inspector (through the P. O.) his letter to us of the 9th, a copy, marked No. 6, enclosed.

On the 16th inst., we handed to the Inspector our request to give us his decision on all our charges, as per copy herewith enclosed, marked No. 7. The Inspector promised to give us his answer on Saturday, the 18th inst. He went to Chatham on visitation on Monday, without submitting his reply, and as we were informed he was to be some days absent, and thinking he might perhaps have forgotten to leave it with us, we sent one of our committee to Chatham, Monday evening, to receive it. But the Inspector

positively refused to give us a reply, and gave as his reason for refusal: "Inspector Laundry advised me not to give the committee a reply. I am afraid of the Trustees. The Trustees might prosecute me if I gave my opinion on the proofs of the Committee's charges, and I won't do it, and Mr. Laundry, the Inspector, advises me to pay no attention to the request of the Committee, and I will do as he advises and I will give no reply," &c.

The Inspector has also failed to take any action in the matter of examination of the Records, to see whether or not the minutes of the Annual and Special School Meetings of this District have been preserved; and, in short, appears to us to be inclined, both by word and deed, to defend the Trustees in their illegal doings rather than to exercise the powers imposed and conferred upon him by law. He could compel the Trustees to comply with the Law and regulations, or make them make room for those who would. You will also notice he made some requests on the Trustees, but did not determine a time for their answer to be in his hands, which left the Trustees full power to neglect, and he was thus unable to ascertain their intentions respecting the requests made, while other and most important matters he has passed over unnoticed, and then, unintentionally we hope, encourages the Trustees to trample under foot the requirements of the School Law and Regulations.

Hence we are compelled to appeal to you, as the proper authority having the power to make School officers exercise their powers and perform their duties; and in order to enable you to form your opinion on the nature of our district school difficulties, we have submitted enclosed correspondence to you, believing you will render every necessary assistance that you legitimately can "to nip in the bud" the cause of our difficulties and eradicate the cancer that threatens to gnaw the very vitals out of the best educational interests of the Town.

Excuse us for venturing the opinion, but we believe that unless you use your best influences and the authority you by law possess in your official capacity, and forthwith cause a check to the illegal and despotic acts of the Trustees of this District, complications may arise therefrom that may affect the entire School System of New Brunswick.

We, therefore, humbly but urgently request that you direct the Inspector to perform the duties and exercise the powers imposed and conferred upon him by law, Sec. 67 of the Manual, and direct him to make the following requests on the Trustees of this District, No. 7, Newcastle:

1st. To put all fences and outhouses, &c., in proper order as soon as the snow disappears, and have the whole completed not later than first of June, 1885.

2nd. To file their Secretary's bond at once in a sum at least equal to the district assessment for the year, and also request that the said Secretary at all times hereafter during his continuance in office keep the Records, Accounts and Monies of the Board. (Sec. 74.)

3rd. To begin at once and continue to make monthly visitations of all schools in this District. (Sec. 73, 4.)

4th. To comply in all respects with the law relating to the proper grading of the schools in the District. (Sec. 73, 2.)

5th. Request the Trustees of this District to immediately recall any order or orders, regulation or regulations, made by them which in any way illegally interferes with the Teachers' duties and privileges respecting the government and discipline of schools, and particularly to recall their order or regulation made Nov. 7, 1884, as such order is a violation of the requirements of Law. Secs. 86 and 89 and Regs. 22, 25 and 28. (See copy of said order in our Memorial No. 1, in Education office.)

6th. Lastly, request the Trustees to immediately recall and cancel any notice or notices of illegal termination of Teachers' contracts, and thus save this district from the annoyance and expenses that may arise from litigation which now threatens this district, owing to the illegal termination of Miss Lawson's and Miss McLean's contracts; and please, also, direct the Inspector to give the Trustees no more than 24 hours to submit to him their answers as to whether or not they will comply. And also please direct the Inspector that, if the Trustees fail, neglect or refuse to submit their answers to him within 24 hours after service of said requests upon them, or if in the case of notice of refusal on the part of the Trustees to perform all or either of the above duties, or exercise their powers as Trustees in manner specified, to proceed against said Trustees as Law directs. Sec. 67 and 66 of the Manual.

Lastly, please direct the Inspector to forthwith examine the Records of this District, and satisfy himself and the ratepayers as to whether or not the Trustees have preserved the minutes of all Annual and Special School Meetings, so that there may be no legal doubt as to the connection of the present Trustees with the Corporation.

Since writing the above your esteemed favor of—inst. has been received and contents noted. We entirely agree with your opinion respecting the irregularity of holding a meeting for the purpose at first contemplated by us, and we believe we have taken the proper steps to compel the Trustees to perform their duties and exercise their powers according to Law and Regulations—provided the Inspector performs his duties and exercises his powers. (Sec. 67.) His neglect or refusal, however, to make the requests, &c., under Sec. 67, compels us to apply to you for redress.

We would respectfully refer you to communication No. 6, as to the requests made by the Inspector on the Trustees, and also to our Memorial No. 1 and the Trustees' Memorial No. 2, as to the requests that should have been made by the Inspector, we taking it for granted our charges are well sustained.

We have the honor to be,

Your obedient servants,

[Signed]	E. LEE STREET,	} Committee.
"	C.S. RAMSAY,	
"	Wm. FRINN, (per C.L.S.)	

Following are the documents referred to in above communication as numbered 4, 5, 6 and 7. The documents referred to as No. 1, 2 and 3 will be found above, and have those numbers affixed to them.

NO. 4.

NEWCASTLE, N.B., 8th April, 1885.

G. W. Mersereau, Esq., A. B., Inspector of Schools.

DEAR SIR: Having in our memorial of the 6th of April, 1885, substantiated our charges set forth in our memorial to the Board of Education, 18th March ult., it is our further duty herein to formulate and serve upon you a new, separate and distinct charge against the Trustees of this District, No. 7. Newcastle, viz.: We have information, on good and reliable authority, that the Trustees of this district have not preserved the minutes of the Annual and Special Meetings of this district, and hence the continuous succession of the Board of Trustees cannot be traced in an uninterrupted line from the first organization, Jan'y, 1872, down to the present Board. The Committee therefore do hold that no legal Board of Trustees exists in this district, and do hereby request you to examine into the records of this district, and should you be unable to trace the succession of the Board of Trustees in an uninterrupted line from January, 1872, to date, that you forthwith, in your official capacity, report the same to the Board of Education, and obtain their authority (Sec. 57) to hold a meeting of the ratepayers of this district for the purpose of organizing, &c., &c.

[Signed]	E. LEE STREET,	} Committee.
"	W. FENN,	
"	C. S. RAMSAY,	

NO. 5.

NEWCASTLE, April 13th, 1885.

Messrs. E. Lee Street, Wm. Fenn, and C. S. Ramsay.

DEAR SIR: I beg leave to state that I am in receipt of the following letter from the Chief Superintendent, in answer to my note enclosing your communication of the 8th inst.: "In reply to your communication of 8th inst., relative to your duty in respect of the records of Boards of School Trustees, I beg to call your attention to Reg. 41, 3, where you will find it specified. It seems to me that your duty so far as it is concerned with the request made of you in the memorial (herein returned) relates only to the legal standing of the present Board. You will have to ascertain whether each member of the Board was properly or improperly elected. This you can do from the minutes of the School meetings at which they were respectively elected, and which should be in your own possession."

This is the letter in full, except date and signature. I shall be happy to show you the letter at any time you may be pleased to call at my office.

I have the honor to be,
Your obedient servant,
GEO. W. MERSEREAU.

NO. 6.

NEWCASTLE, April 9th, 1885.

Messrs. E. Lee Street, Wm. Fenn, and C. S. Ramsay.

GENTLEMEN: In answer to your memorial of the 6th inst., I beg leave to

state that I have made the following requests of the Trustees of School District No. 7, Newcastle, Northumberland Co., viz.: That they put all school fences, outhouses, etc. in this district in proper order as soon as the season will permit. That they forthwith direct their Secretary to file a bond with the Sec'y-Treas. of this County in a sum at least equal to the assessment of this year. That they comply with Sec. 73 (4) in respect to monthly visitation. That hereafter they attach the corporate seal to all Teachers' agreements. And that in the grading of pupils, and in matters of discipline, they give the Teachers of this District such advice and assistance as shall promote the efficiency of the schools under their charge.

I beg to acknowledge receipt of your communication of the 8th inst., and to state that I have forwarded a copy of the same to the Chief Superintendent of Education, with the request that he instruct me as to what action (if any) it is necessary to take in the matter.

I have the honor to be, Gentlemen,
Your obedient Servant,
Geo. W. MERSEREAU.

NO. 7.

NEWCASTLE, N. B., April 16th, 1885.

G. W. Mersereau, Esq., A. B., Inspector of Schools.

DEAR SIR: On 6th inst., we provided you with a memorial or document in which we answered the replies of the School Trustees of this District No. 7, and offered proofs of our charges against said Trustees, as per our memorial of 18th ult., to the Board of Education. We have not yet received your answer as to whether or not you consider our said charges sustained. Please, therefore, at as early a date as convenient, let us know your decision in the matter, specifying particularly, (1) what charges you consider substantiated by proofs offered; (2) which, if any, of said charges are in your opinion not proven, and oblige,

Yours truly,

[Signed]

"

E. LEE STREET,

WM. FENN,

C. S. RAMSAY,

} Committee.

To this memorial we received the following reply, which is in reality an admission by the Chief Superintendent of Education, that the power of the Trustees is greater than his or of the Board of Education.

[COPY.]

FREDERICTON, N. B., April 27th, 1885.

E. Lee Street, Esq., C. S. Ramsay, Esq., Wm. Fenn, Esq., Ratepayers' Committee, Newcastle.

GENTLEMEN: I have the honor to acknowledge the receipt of your communication of 23rd inst., with accompanying copies of papers from No. 2 to 7 inclusive, all relating to the school difficulties in Newcastle.

In reply I beg to state that this department has already done all that it is empowered by law to do. It has instructed the Inspector to proceed as direct-

ed by law in the case of failure or refusal on the part of Trustees to perform their duties, and to exercise, if need be, the powers conferred upon him. The Inspector has reported that he has carried out his instructions, and has forwarded a copy of his written request, served upon the Trustees, calling upon them to perform their duties, together with their reply to the same. In their reply the Trustees promise to perform the duties required of them. Here the Inspector's authority, as well as that of the Board of Education, ceases. Should the Trustees fail to keep their promise the Inspector may, if satisfied that such is the case, dismiss them and appoint others in their stead.

The irrelevant matter which has been imported into the case, and even the undignified replies which in some instances the Trustees have made to the Inspector's communications, are matters beyond the cognizance of this department.

I am, your obedient servant,

[Signed] WM. CROCKET, Chief Supt. Education.

We, the Committee, have done all in our power, as will be seen by the voluminous documents we have forwarded to the Chief Superintendent of Education and the Inspector of Schools, to carry out the intentions of the Ratepayers as expressed in the resolution passed at their meeting "to take such steps as may be necessary to have a legal meeting called at which the Trustees can be dealt with in proper form." We regret we have not succeeded in our endeavors. We have done everything possible to have such meeting called, but without success. It would appear that such arbitrary power is vested in a Board of Trustees, by the provisions of the School Law, that the Trustees of any district, during their term of office, can act as they see fit, in either violation of the interests, feelings, sentiments or wishes of the people they are supposed to represent, and all that can be done by the people is to induce the Inspector to request the Trustees in writing to do anything the Law requires them to do, and which they may have omitted to perform, and then the Trustees can perform such duties, all they have done or left undone before stands good, and the people have no remedy until the regular school meeting, when they can depose *one* of the Trustees and elect another in his stead, leaving a majority of Trustees still able to do what seems right in their own eyes!

Still, we think, our labors have not been in vain if we have succeeded in proving how the Law actually stands, what pow-

ers are vested in the Trustees, and how necessary a thing it is for the ratepayers of a District to attend the yearly school meetings and elect to the responsible position of Trustees only such men as will work, not in their own interests, or in accordance with their own views, but who will do their best for the cause of education and the interests of the ratepayers and will recognize and respect the rights, feelings, and sentiments of Teachers.

It has not yet been made known by the Trustees, on what grounds the teachers at the Academy were dismissed. In spite of all our efforts on their behalf the Teachers had to leave. When it was found that Misses Lawson's and McLean's contracts did not legally terminate till 31st Dec., 1885, the Trustees found other means of getting rid of them. Miss McLean was dismissed for "gross neglect of duty," she having left her school for a few days to attend the sick bed of a near relative, having been summoned thither by a telegram. Miss McLean left a substitute, fully competent to take her place, and notified the Trustees of her intention of leaving. Still they dismissed her for "*gross neglect of duty*"! Miss Lawson was disposed of by being offered a school of a lower grade than that she had been teaching. Of course she would not accept this school, and so the Chief Superintendent informed her she had no further claim on the Trustees, and *she* had to leave. With regard to the *real* causes of the Trustees' dismissal of these Teachers, though we have never heard that any reasons have been given by the former, we believe we, and the public generally, can form our own ideas on the subject from the correspondence we append hereto. Said correspondence will also be of interest as showing the arbitrary conduct of the Trustees, their meddling interference with internal arrangements of the schools, and their unpleasant and discourteous treatment of the Teachers generally.

We may here remark that, while we have used the word Trustees, throughout our report, we have done so because the whole Board is legally responsible for the endorsed action of any one of its members, but we consider only one of the Trustees,

he who is the most conspicuous in all the Board's transactions, to be really responsible and blameable for the present unsatisfactory state of affairs.

The following correspondence shows how the Trustees finally effected their purpose of getting rid of Misses McLean and Lawson. It also proves that the Board of Education was either powerless to assist those ladies, or else that the Chief Superintendent lent himself to assist the Trustees in their unworthy work.

[COPY.]

NEWCASTLE, 23rd April, 1885.

To Miss Annie McLean, Teacher, Newcastle.

By letter bearing date 10th March, 1885, you were informed of our intention to terminate your contract on the 30th April, 1885. We have now to inform you that not only shall your agreement terminate on the date so specified, but you shall on that aforesaid date leave us under dismissal for gross neglect of duty. The grounds of this dismissal are as follows:—On the 16th ultimo you left your post of duty, without seeking or obtaining our permission; you remained away during not less than seven teaching days, during which time your department was closed (except during the two days in which it was occupied by an unauthorized substitute).

[Signed]	P. HENNESSY,	} The Trustees of School District } No. 7, Parish of Newcastle, } County of Northumberland.
"	JAS. FALCONER,	
"	A. C. SMITH,	

NEWCASTLE, April 23rd, 1885.

The Chief Superintendent of Education.

DEAR SIR: This morning I received a notice from the School Trustees, of which you have by this time received a copy, to the effect that I am dismissed on the charge of "gross neglect of duty," the grounds being that "on the 16th ult. I left my school without their permission and remained away seven days."

True, I did so, but as the Doctor [Smith] well knows I was called home on account of sickness and provided a substitute holding a 2nd Class License (I notified them of the fact through their Secretary), who taught two and a half days, and the Trustees themselves know best why she did not remain all the time. However, I received my dismissal on the 10th ult. Enclosed you will find the telegram which called me home. I do this simply to justify myself.

Yours, etc.,

[Signed] A. M. McLEAN.

REPLY.

FREDERICTON, N. B., April 27th, 1885.

Miss Annie McLean, Teacher, Newcastle, N. B.

DEAR MADAM: I beg to inform you that your School Trustees have fer-

warded to this Department a copy of their letter of 23rd inst., which they served upon you, notifying you to leave their service on 30th inst., for gross neglect of duty. They charge you with leaving your post of duty on 16th ult., without seeking or obtaining their permission, and absenting yourself for a period of seven teaching days, during which time your department was closed except for two days, when it was occupied by an unauthorized substitute. In your letter to me of 23rd inst., acknowledging the receipt of the Trustees' notification, you admit the charges, but explain the reason of your absence—serious illness in your family at home. I regret very much that you did not ask the Trustees' permission to absent yourself. Had you done so I have no doubt that under the circumstances it would have been granted, and thus you would have been saved the humiliation of a dismissal. As they have chosen to dismiss you for reasons which can not be regarded in any other light than as "gross neglect of duty"—sec. 73 (3), Manual of Schools Act, and Reg. 22 (12)—and as you have yourself admitted the charges, there is no other course left me than to sanction the dismissal. I am, Yours truly,
 [Signed] Wm. Crockett, Chief Supt. Education.

MISS McLEAN'S ANSWER.

NEWCASTLE, April 28th, 1885.

The Chief Superintendent of Education.

DEAR SIR: Pardon me for again, and for the last time, trespassing upon your valuable time, but your letter received this morning is my excuse. I admit that I left my school in the hands of a *competent* substitute. I do not admit the charge against me, as I was dismissed six days before I went away. The only humiliation I feel in the matter is that I have ever had any dealings with such men. I sever connections with them with great pleasure.

Yours, etc.,

[Signed] A. M. McLEAN.

We believe there is not a ratepayer in Newcastle who will endorse the action of the Trustees in thus making capital out of the misfortune of this young lady. She would indeed have been guilty of "gross neglect of duty" had she not attended the summons to the sick bed of a near and dear relative, and the Superintendent's regret that she had not asked permission of the Trustees to leave is quite unnecessary, for from Miss McLean's experience of those gentlemen she well knew they would only be too glad of a pretext for giving her annoyance, and she would have lost valuable time for nothing. So, after finding their first notice of dismissal was illegal, the Trustees took an unmanly advantage of the natural desire of Miss McLean to be present with her apparently dying relative, and because she went without consulting them, dismissed her "for gross neg-

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lect of duty," although she provided a fit and proper substitute to take her place during her absence.

We would have expected nothing better from them.

Next is Miss Lawson's correspondence with the Chief Superintendent. He again shirks responsibility and endorses the action of the Trustees.

NEWCASTLE, April 18th, 1885.

The Chief Superintendent of Education.

DEAR SIR: We the undersigned have received information from the Committee, acting on behalf of the ratepayers of District No. 7, Newcastle, that you regard the second notice served upon us by the Trustees as a dismissal before termination of contract.

Regarding it as such, will you now give us instructions relative to our course in the matter? We have the honor to be,

Yours respectfully,

[Signed] MARY LAWSON,
" A. M. McLEAN.

P. S.—They have proved that they have no grounds for dismissing me because they offered to enter upon a new contract with me dating from May 1st to continue until Dec. 31st., if I would take charge of the Department embracing the 5th Standard, at my present rate of salary for teaching the 6th and 7th Standards. M. L.

865.

FREDERICTON, N. B., April 20th, 1885.

Miss Mary Lawson, Newcastle, N. B.

DEAR MADAM: In reply to your communication of the 18th inst., signed also by Miss McLean, I beg to state that my correspondence with the Trustees, on the subject of the dismissal, is not yet complete, and, therefore, I am not in a position to advise either of you.

I learn, however, from your letter, that the Trustees have revoked their notice of dismissal to you, by offering to retain your services till the end of the School Year, Dec. 31st., on condition that you take charge of Standard V., or the Department embracing that Standard, and at the same salary. If this offer has been made to you, and you refuse to accept it, you have no further claim on the Trustees.

You undertake in your contract to teach not a particular Department, but a school in the District, and at a stated salary. The salary has not been changed, and, therefore, the terms of your contract are unchanged.

Yours truly,

WM. CROCKET, Chief Supt. of Education.

NEWCASTLE, April 25th, 1885.

The Chief Superintendent of Education.

DEAR SIR: In your reply to my note of the 18th ult., you seem to imply that you understand that the Trustees did not wish to consider my contract

as terminated, if I would accept another position in the District.

On the contrary the conditions on which the offer was made were that I should enter upon a new contract dating from May 1st. You having decided that the existing one did not then terminate, I confess I do not clearly see how I could sign a new one.

Moreover, I made the agreement, not to take charge of any School in the District, but to teach the 7th Grade, in answer to the advertisement which I have copied, and the original here in my possession. There is only one 7th grade in the District, that at present under my charge.

Yours, etc.,
[Signed] MARY LAWSON.

WANTED—A Principal to take charge of the High School Departments, Newcastle, Miramichi. References required, &c. Also a Female Teacher, qualified to teach the 7th Grade. References required. Engagements to date from 1st May.

CHARLES MARSHALL, Sec'y to Trustees.

March 8th, 1883.

885.

FREDERICTON, N. B., April 27th, 1885.

Miss Mary Lawson, Teacher, Newcastle, N. B.

DEAR MADAM: In reply to your favor of the 25th inst., I beg to state that I did not misunderstand your former communication of the 18th inst. The action of the Trustees in offering to retain your services till Dec. 31st, without any change in your salary, virtually revoked their notice of dismissal. You have no claim, according to your contract (nor is any contract drawn up for a Special Department or Grade), upon the Trustees to be continued in a special department.

It is true you applied to an advertisement for a Teacher for Grade VII., but your contract does not specify any Department, and very properly so, for it has frequently been deemed advisable to transfer Teachers from one grade to another, or even to a different School. You do not require to sign any new contract, but if you refuse to take charge of Standard V., or any other Standard or School, which the Trustees may assign to you, you have not, as stated in my letter of 20th inst., to you, any further claim upon them.

Please read this communication to Mr. Fowler, who has written to me on the same subject.

I am,
[Signed] Yours truly,
WM. CROCKET, Chief Supt. Education.

P.S.—I have forwarded a copy of the above to the Trustees. [Signed] W.C.

In conclusion, we wish to urge upon the ratepayers who are lovers of fair play, justice and generosity, the necessity of their taking in future a greater interest in school matters than has heretofore been manifested by the public of Newcastle. At the Annual School Meetings there are generally but very few present, and thus the Trustees are allowed to do as they please, elect whom they please to act with them on the Board, and

manage things generally as they see fit, with the bad results recently developed.

If the good name of the School District of Newcastle is to be maintained, the ratepayers must see to it that the men who represent them as Trustees are persons who will not take advantage of the powers conferred on them to work out their own ends and ultimately to bring the Public School system into general disrepute.

We attach copies of correspondence between the Trustees and Teachers.

Correspondence between Dr. A. C. Smith, one of the Board of Trustees, and Miss McLean, Teacher at the "Harkins School."

[COPY]

NEWCASTLE, Oct. 15th, 1884.

DEAR MISS McLEAN: You will remember that at the time of your engagement you signed a contract for six months only. As you received no notice of a termination of the contract at the expiration of the aforesaid time, you have continued in your present position. You came to us a stranger, bringing no letters of recommendation from your former Trustees. The Board feel it to be their duty to make a careful examination of your school from time to time. I have no doubt these examinations will prove satisfactory to us, in which case we shall be happy to have you remain with us until the close of next term. If otherwise we have a legal right to terminate the contract at any date.

Yours truly,

[Signed] A. C. SMITH, School Trustee.

[COPY.]

A. C. Smith, M. D., C.M.

DEAR SIR: I did not reply to your note last evening, because I wished first to refer to my agreement. If you look at your duplicate you will find that the contract runs on from "School year to School year," and cannot therefore be broken "at any date" without the consent of both parties. I shall be happy to see "The Board" (?) or any member of it at any time they may call at my school, and I have no doubt the novelty of such a sight will have a good effect on the children. However, I cannot help thinking it strange it never before occurred to "The Board" (?) that I "came to them a stranger and brought no references."

[Signed]

ANNIE McLEAN.

Oct. 15th, 1884.

This letter goes to prove that the Trustees certainly did not make monthly visits to Miss McLean's school, as we find her referring to the threatened visitation of the "Board" as a nov-

elty.

Most people will fail to see in the above letter, however, anything calculated to call forth the following reply :

15th Oct., 1884.

MISS McLEAN: The examination of to-day is the result of frequent complaints from parents about the manner in which your department, and another one, are being conducted, and were arranged for last Monday, at a time when you and I had no difficulty. This I can prove by reference to our "minute book" if you care to see it. I thought it well to notify you of our intention, and your reply received this morning is the most unladylike and gross insult I ever knew offered by a Teacher to the *people's representatives* at a School Board. I was not prepared to see *even your* haughtiness carried to such an extent. Let me tell you that I deem it an honor to have associated with me two Trustees who are honest and independent enough to do their whole duty—first to the district and then to the Teachers. Your agreement requires you to teach a school "diligently and faithfully." If you are doing so you have nothing to fear—if otherwise your contract is violated, and, in the interest of the district, the Trustees will supplant you at *any date*, having no fear of lawsuits. It did occur to the Board that you came a stranger and brought no references. We knew it well when we engaged you for six months only. Two of us made enquiries about your work in Campbellton *at the time*, and I shall not hurt your feelings by telling you the replies.

Now for my own matter. Please let me know *this P. M.*, whether you intend to refuse to teach my boy to-morrow. If I receive no reply by tea time I shall consider as having received a reply in the negative. I regret that you and I should have such friction, and I regret your insult to my co-Trustees. Unless you see fit to call in person to-day and express regret at your writing as you did, I shall lay your letter before them and I shall report you to all School Boards in the Province.

[Signed] A. C. SMITH.

How very particular Dr. A. C. Smith is with regard to the expressions and phraseology of *other people!* The innocent reference of Miss McLean to the visit of the "Board" as a pleasing novelty, is in his eyes "unladylike" and "a gross insult" to "the people's representatives,"—these words, in the Doctor's inimitable style, being heavily underlined. We do not find the worthy doctor so particular with regard to his own language—*vide* his memo to the Inspector when requested to meet the Committee at his office, and also the expressions he makes use of in answering the Committee's charges.

With regard to his insinuations of unfavorable reports on

Miss McLean having been received from Campbellton, we know not who his correspondent there may be, but following are the opinions of the Trustees of Schools in that place :

[COPY]

CAMPBELLTON, April 29th, 1885.

DEAR MISS McLEAN: In reply to your enquiry respecting an assertion made by Dr. Smith, that he had received from the School Trustees of Campbellton information unfavorable to you as a teacher, I would say that I was a Trustee at the time you left Campbellton, and for nearly a year and a half thereafter, and that I did not give Dr. Smith or any other of the Newcastle School Trustees any information whatever regarding your standing as a teacher. I never had an enquiry from him.

Truly yours,

[Signed] JNO. McALISTER.

[COPY]

Dr. Smith of Newcastle, Miramichi, neither asked for nor received any information from me concerning Miss McLean's standing as a school teacher.

[Signed]

WILLIAM ANDREW,

} Sec'y to school Trustees,
} District 1, Addington,
} Restigouche County.

CAMPBELLTON, April 29th, 1885.

[COPY]

CALYPSO, April 21st, 1885.

DEAR MISS ROBINSON: Your note of last evening to hand. In reply would beg leave to say that, so far as I am aware, no communication whatever ever passed between the Trustees of Campbellton and those of Newcastle in reference to Miss McLean, either unfavorable or otherwise. I should be very sorry, indeed, that she should be led to think so.

Yours truly,

[Signed] JOHN MAIN.

Other letters from Dr. Smith to the same Teacher will be found in the copy of the document we sent the Inspector, containing proofs of our charges against the Trustees.

The following is a copy of a printed notice sent to Teachers in this district.

To ———, Teacher.

The Trustees of School District No. 7 have had under consideration one mode of punishment—that of requiring pupils to remain in the School-room during recess. I am instructed to inform you that the Trustees direct that in future UNDER NO CONSIDERATION shall a pupil be detained during *even a portion* of the time allotted to recess.

Yours truly,

[Signed]

CHAS. MARSHALL, Sec'y to Trustees.

NEWCASTLE, Oct. 31st, 1883.

Here is a letter to Mr. Fowler, dated 8th Jan., 1884, in direct

contradiction to the above order forbidding teachers to detain pupils during recess UNDER NO CONSIDERATION.

8-1-4.

MR. FOWLER, DEAR SIR: I wish you would be kind enough to *oblige me* by keeping in Willard Sinclair. I have a charge against him which I wish you to investigate. I will be up at 4 o'clock. *Please watch him that he does not clear out at recess.* I want you if you please to keep in Mitchell Johnstone and Jack Ingram as witnesses. Depending on your attention to this, and that you will not allow them to escape at recess,

I am, Yours truly,
[Signed] A. C. SMITH.

Here is a letter from Dr. A. C. Smith to Mr. Fowler regarding the proposal to close the schools, to give teachers and pupils an opportunity to attend the funeral of the late Mr. Hays, formerly a co-Trustee.

26-11-3.

PRINCIPAL FOWLER, DEAR SIR: I regret to say that I do not see the way clear to the closing of the schools to-morrow. It is only fair to say that Mr. Ferguson is willing that they should close. As matters stand you have one Trustee with you and one against you. So you can take your own course, choosing between us. But we are quite willing that you should close to attend the funeral if you choose to do so.

Truly yours,
[Signed] A. C. SMITH, School Trustee.

Observe that Trustee Smith endeavors to place Mr. Fowler in a false position by telling him to choose between himself and Mr. Ferguson.

But though Trustee Smith could not see his way clear to closing the schools on this occasion, we find, Dec. 4, 1884, this endorsement on a petition of scholars in Mr. Fowler's department for a half holiday to go skating:

I consent provided one of the other Trustees will also consent.

[Signed] A. C. SMITH,
" JAMES FALCONER, } Trustees of Schools.
" P. HENNESSY,

The following refers to the grading of a pupil, in which Trustee Smith interfered.

W. J. Fowler, Esq., A. B.

SIR: Please let me know by bearer, Wm. Copp, why you sent him from School to-day. I sent him to Miss Lawson's department.

Yours,
[Signed] A. C. SMITH, School Trustee.

May 18th, 1884.

The next letter shows that Mr. Fowler called the attention of

the Trustees to the bad condition the outhouses at the Academy were in, and clears him of all responsibility in connection therewith.

NEWCASTLE, Feb. 21st, 1884.

GENTLEMEN: I think some measures should be adopted to rid the school grounds of a few boys who, when the weather is at all favorable, continue to hang around the boys' outhouse and destroy that property. When I came to the Academy the doors of this building were all unhinged and the locks broken, so that it has been quite beyond my power to protect it from destruction after school hours or even during school hours from the depredations of these boys who do not attend the school.

[Signed] W. J. FOWLER.

To Trustees of District, Newcastle.

With regard to this damage and destruction of school property, the Trustees seem to have taken no steps to discover or punish the perpetrators. At one time, it is true, Dr. A. C. Smith, being out of accord with the other Trustees, not acting in fact as a Trustee at all, but as a ratepayer, as he himself declares, addressed a letter to Mr. C. Marshall, Sec'y to the Trustees, of which the following is a copy:

NEWCASTLE, Jan'y 29th, 1884.

C. Marshall, Esq., Sec'y to School Trustees.

DEAR SIR: As a ratepayer, I investigated the matter of the destruction of school property at the Academy during the past Fall and Winter, and found that John Denaven and Edward Hoolihan were the ringleaders in the mischief. Witnesses—John Frazer, Wm. Frazer, Jas. Miller (Wm's son), John Ingram, Allen Wheeler.

Yours, etc.,

[Signed] A. C. SMITH.

It appears further that the matter was placed in the hands of Wm. Masson, Esq., J.P., but nothing ever came of it after all, as will be seen by the following letter from the latter gentleman:

June 16th, 1884.

A. C. SMITH, Esq., DEAR SIR: I wrote you some time ago in reference to the charges you have made against parties, for the destruction of School property, to the Sec'y of Trustees, which they handed me, and I asked you to give a more definite time when such destruction took place. Up to this time I have not heard a word from you, and without such being done and affidavit made I cannot proceed.

Yours, etc.,

[Signed] WILLIAM MASSON.

Here the matter seems to have dropped, and the Trustees never seem to have troubled themselves about the destruction

being done to the property confided to their care. When anything was said in reference to it, the blame was always attributed to the Principal of the High School, who, as we have seen, was not responsible.

We have nothing more to add to our remarks on this correspondence, except to state that we fancy some idea can be gleaned from it, together with Dr. Smith's letters to the teachers, quoted in another part of our Report, as to the reason of the summary dismissals of the Teachers.

Dr. Smith ordered Miss McLean not to punish his children. She thinking he meant corporally, promised him not to punish them, but to send them to him when they needed correction. But on one or two occasions the children were kept in for some misbehavior. Dr. Smith objected to his children being kept in, and Miss McLean was forbidden to repeat the offence. She, however, said she would treat all the children in her department alike, no matter who their parents might be, and she would not promise to do as Dr. Smith required. She would not *toddy* to Dr. Smith, and hence his grounds of animosity against her,

Miss Lawson, too, was not pliant enough to the will of the "*Secretary of the Trustees.*" She in the matter of the grading of the boy Wm. Copp offended the "*Secretary of the Trustees,*" although she had no power to act in any other way than she did, owing to Inspector Cox's orders, but she, too, had to be sacrificed to appease the wrath of the offended Doctor.

Mr. Fowler also gave offence by preferring to act according to what he knew was required of him by his duty to the public and his pupils, and would not truckle to the despotic autocrat of the Board of Trustees. He, too, had to leave simply because Dr. Smith found he could not do as he liked with him.

The Ratepayers were told, at the meeting held on March 16th, that the Trustees would give their reasons for the dismissal of the Teachers when the proper time came. We venture to assert that no ratepayers have as yet been made acquainted with these reasons, and we think we may fairly conclude

that the Trustees have no real grounds for the dismissals, or they would long ago have made them public. From all our investigations, from the correspondence we publish, from all the information we can gather from all sources, we are unable to find any other grounds for the teachers' dismissals than those we have above outlined.

We conclude our Report with the hope that the Ratepayers will carefully read our statements, and form an unprejudiced opinion from them as to whether we have made out our case against the Trustees of this District, and also whether the present Board of Trustees is any longer worthy the confidence of the Ratepayers.

E. LEE STREET,
WM. FENN,
C. S. RAMSAY, } Committee.

NEWCASTLE, N. B., May, 1885.

