

22. Subclause (j) provides that three members shall be appointed by the Minister—two to represent industrial interests (one of whom shall represent agriculture), and one (a woman) to represent the interests of the education of girls. Do you think that clause gives sufficient power?—There is plenty of power for the Minister there, but we have no guarantee that he would exercise it in the direction indicated.

23. But are not industrial interests technical interests?—They are very much interwoven. But I can quite understand a person being appointed to the Council who has a good knowledge of industry and industrial interests, but who may not know very much about the details or aims of technical education.

24. In respect to clause 30 you raised an objection. You thought the Board ought to have power to appoint somebody who would be the intermediary between it and the Inspectors or the Department. Do you not think there is sufficient power in that clause for that to be done? They can appoint a secretary and other officers, and could not they appoint the one you suggest?—We are not quite sure about that power being there. But if it is so, of course, what I said may be withdrawn.

25. Would not the term “other officers” include “Inspector”?—Does it give the Board power to appoint an Inspector?

26. Do you think it will become necessary for the Board to appoint an Inspector?—I do not know what the duties or powers of the Senior Inspector will be, or what control the Board will have over him. I understand that the custom obtains in the Old Country for the Board of Education to appoint Inspectors to act between the two parties. We believe that there would be required in the future some one who would interpret reports for the Board. Of course, we do not know how much control the Board of Education will have over the Senior Inspector. He might be quite independent of the Board.

27. As to clause 67, and with respect to the rise in grade of a school and the teacher remaining on, and the Board coming to a conclusion, or its Inspectors, that a change ought to be made, you think there is not sufficient provision made for that matter there? Subclause (3) of that clause says that the transfer of a teacher may be made “in any case where the efficient conduct of any school appears in the opinion of the Board to require such transfer.” That does not refer to the individual, but to the conduct of the school?—I do not know that there is sufficient power. We have in our district, and it is a common experience of all districts, schools and teachers that have outgrown their usefulness, but the Board cannot remove the teacher. I am not sure that that clause would enable the Board to remove the teacher if he were relatively inefficient yet not absolutely inefficient. The teacher would be able to take advantage of the Appeal Act. We have always understood that so long as the teacher was doing moderately satisfactory work we could not remove him.

28. I am advised that subclause (b) above quoted is sufficient to give power to the Board to make these transfers?—If we can be assured that it does cover the matter I refer to we will be quite satisfied.

29. It seems to me to be very wide, and does not refer to the teacher, but to the whole school: is that not so?—I am referring more to the head teacher.

30. I think that case would come within the clause?—Supposing we had such a case, and I as Chief Inspector were called on to give evidence in Court. If I were asked, “Do you consider this school inefficient?” I could not say absolutely that it was. I might qualify the word “inefficient,” and say that it was “relatively inefficient.” I might be required to give a plain “Yes or No—is it or is it not inefficient?” I might not be able to say that it is absolutely inefficient.

31. I would point out that the clause provides that the Board shall be the judges of the question of the efficient conduct of a school. Is not that conclusive?—But supposing that the matter is taken to an Appeal Court. The teacher can appeal against the Board.

32. The clause is intended to deal with such cases. What do you suggest?—We suggest that the Board should be empowered to consider the whole matter of the staff of the school, and to reorganize it if necessary: that is to say, the Board should have the power each time the school rises in grade—say from IV to V—to deal with the school and say, “We do not consider Mr. Brown a sufficiently good teacher to be allowed to remain in charge of this school, so we will transfer him to another grade.”

33. I will get further advice from the Inspector-General and the Law Draftsman as to whether this clause is sufficient?—Thank you.

34. As to clause 67, and the matter of advertising for teachers, I think you suggested that under this clause it would be necessary to advertise in all cases, but that is not what the clause says. It does not read that there should be advertisements in the case of transfers?—In all cases excepting transfers.

35. Do you think it would be right for us to put into the Bill a provision that there should not be advertisements in every case excepting transfers?—No, I think something of this kind would do—that in all cases where possible; so that the Department would not be bound to advertise in every case.

36. Might it not be rather dangerous for us to give an unlimited power to the Board in respect to this matter of advertising? I think there might be acts of injustice committed by some Boards if we did not make provision for advertisements?—Could not a very strong clause be worded to the effect that, unless under very special circumstances, when the Board might be asked to explain to the Department—something of that kind. As to the advertising, I personally am most anxious for it, and so is my Board. They passed a resolution at my suggestion two or three years ago binding ourselves down to advertise, but had to relax it. If such difficulty arose in one district how much greater would the difficulty become if the matter applied all over New Zealand.