

# EXPOSURE

OF THE

COMMISSIONERS OF EDUCATION

IN IRELAND,

BY THE

REV. THOMAS KETTLEWELL, EX-SC. T. C. D.

*Master of the Clonmel Endowed School.*

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“ Nam et illis, quantum importunitatis habent, parum est,  
impune male fecisse, nisi deinde faciendi licentia eripitur.”—  
*Sallust.*

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DUBLIN

JAMES McGLASHAN, 21, D'OLIER-STREET,

MDCCCXLIX.

ERRATA.

Page 5, line 12.—if the size of the columns “for general observation by the Master admitted of the insertion of matter, fully identified with the objects of an Annual Report.”—*read*—if the size of the column for “General Observation by the Master” admitted of the insertion of matter fully identified with the objects of an Annual Report.

Page 5, line 35—of the *part* of her incapacity—*read*—of the *fact* of her incapacity.

Page 6, line 43—and which the Attorney-General *presented* under compulsion—*for presented read prosecuted.*

Page 41, line 5.—he has directed us to assure *youth at* his enquiry.—*read*—he has directed us to assure *you that* this enquiry.

## P R E F A C E .

The Title, "EXPOSURE OF THE COMMISSIONERS OF EDUCATION IN IRELAND," prefixed to this exposition, affects a corporate body, composed of men so elevated by station and distinguished by merit, (see list of Commissioners, Appendix No. 1,) that I feel assured that adopting such a title as I have prefixed to this Pamphlet, I shall meet with excuse from all to whom it is submitted, for exhibiting after the list of men so signal in worth, eminent in station, and prominent in public view and regard, some out of many testimonials (see Appendix Nos. 2, 3, 4, 5, 6, 7, 8,) hitherto unpublished, and exhibited on this occasion, solely for the purpose of securing some attention to, or at least examination of, the charges preferred ; and for the purpose of preventing the prejudice which might pronounce at once in favor of station and dignity, from operating to such a degree as to preclude the humble individual who submits this statement from an impartial, unprejudiced, and dispassionate hearing.

With prefatory remarks so limited, and with confidence in the justice and incontrovertibility of the case submitted to particular and general examination, I commit this Pamphlet to the Public.

The method of arrangement observed in this exposition will, I hope, recommend it, having been adopted with the design of rendering the contents intelligible by the simplicity of statement, and observance of date in order of time and of particulars

coincident with the dates (as far as practicable). The letters, which render this exposure imperative, shall be placed, although latest in date, antecedent to a statement; and the documents establishing the proofs relied upon shall be inserted in an Appendix. By this mode of arrangement, the statement will be unencumbered, the proofs in support accessible and adjusted, and a conclusion arrived at unembarrassed by those obstacles which sometimes impede and prevent a legitimate and well-grounded deduction.

THOMAS KETTLEWELL,  
Master of the Clonmel Endowed School.

Endowed School, Clonmel,  
March, 1849.

## CORRESPONDENCE.

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Clonmel, 9th December, 1848.

SIR—I have the honor to acknowledge the receipt of your letter of the 2nd instant, enclosing the Form of Annual Report for the Clonmel Endowed School, and, in compliance with your desire, to return the Form filled up.

Having, from the time of my appointment as Master of the Clonmel Endowed School, observed, in all my communications to “the Commissioners of Education in Ireland,” the respect due to them, both individually and as a public body,—having, even under the pressure of injustice, maintained the same observance, and in no single one of my late letters departed from it,—I would, in the absence of any acknowledgment of any one of my repeated letters, avoid the appearance of again importuning the attention of the Commissioners, and subjecting myself to a repetition of the ungracious and singularly non-official neglect with which my letters have been treated, if the size of the column “for general observation by the Master admitted of the insertion of matter, fully identified with the objects of an Annual Report.”

Finding, upon review of the communications which I have addressed to the Commissioners of Education, that my letters and representations embody fully all that a faithful discharge of my duty and office should have advised them of, and which their duties and responsibilities should have noticed and regulated, and feeling that a repetition of all these several particulars would not, in the spirit which the Commissioners of Education have manifested, be attended with the results so long and anxiously desired by me, and now, in consequence of their utter neglect of my late communications, despaired of, I desire to apprise them—in the same spirit in which I have always advised them of my intentions—that I am engaged in arranging for publication, a Pamphlet, which shall contain, from the time of its endowment to the present, all the particulars connected with the Clonmel Endowed School as an Establishment, comprising—the terms upon which it was endowed—the management of the Estate under Trustees—the decree pronounced by the Lord Chancellor in the year 1811—the overtures made upon the part of the Commissioners of Education to the Rev. Edward Labarte, (Trustee named by the Chancellor in the decree of 1811), previous to the expiration of his Trusteeship in the year 1840—the compact made, (with the cognizance of a living and unimpeachable witness), with Dr. Bell in the year 1841—the threats by which Mr. Fetherstone extorted from Miss Stannix, (whose illegitimacy I can establish, and prove that Mr. Fetherstone was in full possession of the part of her incapacity)—her signature to the fraudulent conveyance of April, 1841—the possession of the Estate usurped by the Commissioners in May, 1842—their management of the Estate since—the contradictory and inconsistent returns furnished by them to the House of Lords—one ordered by the House on the 22nd July, 1844, the other on the 24th June, 1847—the former stating as the income derived from the estate, from the 1st May, 1842, to the 1st May,

1843, the sum of £619 0s. 11½d. and the latter assigning this *precise sum* to the year commencing 1st May, 1843, and ending 1st May, 1844—a contradiction (whether designed or accidental), involving the suppression of an entire year's income.

As intimately connected with the foregoing subjects, I intend to publish in full the evidence given on oath before the Commissioners of Corporation Inquiry, as also that given before the Land Commission. The evidence in both inquiries affect the Commissioners of Education in their public capacity, in having not only *neglected* but *violated* the trusts reposed in them, and conducted their proceedings and regulated their acts in a *palpable infringement* upon the Act (53rd, George III.,) under which they were themselves appointed, by the usurpation of rights, and the exercise of a domination utterly subversive of usage, privilege, enactment, and legal judgment.

As connected with this case, and bearing pertinently upon it, I will give the discussion which arose in the House of Lords in the month of July 1844, and the interview arising out of that discussion, with which I was favoured in the October following, by the present Earl St. Germans, (at that time Chief Secretary for Ireland,) when, in the presence of the Attorney-General for Ireland, and of the Secretary to the Commissioners of Education, an examination into the merits of the case at issue between the Commissioners of Education and myself, was entered upon, and an arrangement concluded satisfactory to me, the then Attorney-General, (the present Master of the Rolls), asserting "that I had exhibited great forbearance in the moderation of the demands which I urged, and that if these were not complied with, he would (although he was counsel for the Commissioners) feel himself constrained by his office as Attorney-General to file an information in the Court of Chancery without any cost to me, to oblige the Commissioners to fulfil trusts so outrageously violated, and to repair wrongs so wantonly and so illegally committed." To these I will subjoin the particulars connected with the copy of my evidence submitted to the Commissioners of Education by the Earl of Devon, and the solicitations of the Commissioners to Lord Devon, to induce his Lordship to expunge my evidence from the Report, with the observations addressed to them by his Lordship, in *refusing peremptorily* their request. While the subjects to which I have referred summarily shall be enlarged upon fully, with all the circumstances attending each, I will not omit reference in my Pamphlet to the case decided in the Nisi Prius Court in July last, the bringing of which into Court, as directed by the Attorney-General in 1844, was, in violation of the understanding then come to, neglected—a change of ministry having displaced those members of the executive to whom the Commissioners' Act had been exposed—until the month of April, 1847, when my communications with the Under Secretary for Ireland forced an appeal to a public tribunal, upon which a verdict was delivered, establishing the claim which the Attorney-General in 1844 desired should be asserted *at once*, and which the Attorney-General of 1847 presented under *compulsion*. That a verdict was obtained is a matter of notoriety; but it still remains that the public should be advised of the *tact and ingenuity* with which the parties at issue—the *Commissioners of Education in Ireland, and the Venerable Archdeacon Bell, as representative of his father*—came to agreement upon title and facts—*knowing both to be false*, but constrained to plead them from the *consequences and disgrace*, which would result to both, from the exposure of the truth in a *public Court of Justice*. The pleadings in the cause having been drawn, without reference to the *intermediate and deeply-interested party*, who, by the mode of procedure adopted, had been *excluded from any interference*.

Having, with as much brevity as allusion to them would allow, disposed of the most prominent subjects which I intend to lay before the public, I desire, in conclusion, to inform those members of the Board, who constitute *generally*—almost *invariably and exclusively*—the quorum, and, by whose authority, acts have

been sanctioned, *compromising all the Members*, that I intend to forward to every Member of the Corporation of Commissioners of Education, the Pamphlet, arraigning their conduct, and exposing their acts, to present copies of it to the leading Journals in this country and in England, and to forward to several Members in the House of Lords and in the House of Commons, copies, together with a memorial, having the causes of grievance embodied, for presentation to each House, by leading and influential Members in the two Houses of Parliament.

Having, for a period of more than six years, failed in obtaining from the Commissioners of Education *any redress*—except when that redress was forced *irrespective of me, and in deference to a high authority*—my communications having been, at all times, characterised by respect, and, having upon *late and repeated* occasions, being treated with neglect and disregard, I am, under the feeling of wrongs unredressed, and representations—respectfully urged—disregarded, forced, by a sense of duty to myself, and the interest of the trust committed to me, to protest against the *arbitrary, unconstitutional, and illegal acts* of the Commissioners of Education, in the hope of preventing a precedent being established in the case of the Clonmel Endowed School, for a wanton and unprovoked aggression upon *rights, properties, and privileges*, in infringement upon the Act of Parliament constituting them a Board, and in *violation and abuse* of the trust committed to them.

I have the honor to be, Sir,  
Your obedient Servant,  
(Signed) THOMAS KETTLEWELL, Clerk,  
Master of the Clonmel Endowed School.

To W. C. KYLE, Esq., Secretary,  
To Commissioners of Education,  
8, Clare-street, Dublin.

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*Copy of Observations by Master in the Annual School Report, furnished on the 9th December, 1848.*

“The state of the School-House, from the continued inattention of the Commissioners of Education to the Reports of the Master as to the necessity of Repairs, Painting, &c., calls for the strongest observations; no attention having been directed to its state during the occupancy of Dr. Bell; and the sum of £4 10s. for whitewashing, having been the only sum granted since the Commissioners’ usurpation of the School estate. The present Master has not, (although he has repeatedly applied for it,) received re-imbusement of the sums expended for repairs upon his appointment, and to the present time.

“For further observations the Master begs to direct the Commissioners’ attention to his letter bearing this date, transmitted with this return.

(Signed)

“9th December, 1848.”

“THOMAS KETTLEWELL.”

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*Copy of Reply to my letter of the 9th December, 1848.*

8, Clare-street, Dublin, 20th December, 1848.

SIR—“Your statement, which reached me on the 11th instant, was by me read to the Board, and I was directed to inform you that there has been no order made thereon.

“I am, Sir,

“Your obedient Servant,

(Signed)

“WILLIAM COTTER KYLE, Secretary.”

“To Rev. T. KETTLEWELL,  
“Endowed School, Clonmel.”

Clonmel, 2nd February, 1849.

SIR—"In conformity with the intimation of my intention to do so, conveyed in my letter of yesterday, I enclose a stamped receipt for the remittance of £50, transmitted in your communication of the 31st. ultimo. You will perceive that the receipt is drawn according to the form in which I have furnished receipts since I lodged a protest, defining the sense in which the terms of the receipt were to be understood.

"Used by habit, and determined by principle, to abstain from the use of terms, which—though applicable *in their most full and worthy acceptation* to the Commissioners of Education—might, in their use, distort from their application to them a *sullying* reflection on myself, I will not, in the *assumed* insensibility with which the Commissioners of Education have received all the communications which I have addressed to them, with a desire to save them from public exposure, and, in the *pretended apathy*—an apathy not resulting from a feeling of forbearance, but from a fear of *encountering public examination, and by consequence, disgrace and ignominy*—with which they received my communication of the 9th of December last, make further exactions on my own patience or their *counterfeited insensibility*, than to inform them that having now committed my Pamphlet to the Printer, I favour them by *anticipation* with a copy, in manuscript, of the letter of the Rev. Edward Labarte, the *incorruptible and legally constituted Trustee* of the Clonmel Endowed School, in reference to the OVERTURES of "the Commissioners of Education in Ireland," Archbishops!!! Chancellor!! Bishops!! Judges! &c. Proh pudor!! Proh mores!!!

"I have the honor to be, Sir, your obedient Servant,  
(Signed)

"W. C. KYLE, Esq., Secretary,  
"8, Clare-street, Dublin."

"THOMAS KETTLEWELL."

*Copy of letter from the Rev. Edward Labarte, late Trustee of the School estate, under the decree of the Court of Chancery.*

Kilvemnon, 2nd January, 1849.

MY DEAR SIR—"Being a very old person, and my recollection very imperfect, I fear my evidence respecting the endowed land of the Clonmel School will be very imperfect. But, I recollect well, that a Clerk from the Commissioners of Education waited on me at my lodgings in Dublin, and informed me that the lands of the Endowed School were in debt to the Commissioners of Education to a considerable amount; and requested that I, as Trustee of said lands, would consent to have them sold to pay off the demand due, and that for so doing, I, as Trustee, should receive a premium.

"This proposition I rejected with scorn, and told the messenger that I was educated myself at the Clonmel School, and would give every assistance to improve the endowment, but never to injure it. This put an end to our conference.

"On account of ill health I was in the habit of visiting Dublin in the winter months for some years; but I cannot call to my recollection in what year this conversation took place. I had some years before consented to raise on the School land the sum of £4000 to build a respectable house for such a town as Clonmel, which was to be repaid by yearly instalments, as Glebe Houses are paid for; and the Commissioners were very remiss in not enforcing the instalments.

"As it would be impossible for me, on account of my great age and debility, to attend as an evidence either in Dublin or England, if the above conversation I had with the Commissioners' Clerk would be of material use, it might be prudent for you to get my depositions taken before a professional person verified on oath, which would serve as well as personal evidence.

"Your obedient Servant,  
(Signed)

"Rev. T. KETTLEWELL."

"EDWARD LABARTE."

*In re* THE COMMISSIONERS OF EDUCATION IN IRELAND.

“Edward Labarte, of Kilvemnon Glebe, in the county of Tipperary, Clerk, maketh oath and saith, that in the year One Thousand Eight Hundred and Eleven, he, this Deponent, was appointed, by and with the consent and under the direction of the Court of Chancery in Ireland, as Trustee to the property and estate for the endowment of the School, commonly called and known as “the Clonmel Endowed School.” Deponent saith that some time in or about the year One Thousand Eight Hundred and Twenty-nine, to the best of this Deponent’s recollection, the Rev. Dr. Bell, the then Master of said School, applied to this Deponent, as Trustee, to raise a sum of Four Thousand Pounds, for the purpose of building a School-house, which sum was subsequently advanced by Government, and the lands of said Endowed School mortgaged, or otherwise charged, for the repayment of said sum by annual payments of Two Hundred and Forty Pounds. Deponent saith that in or about six years after the building of said School-house, whilst he, this Deponent, was in the city of Dublin, a person came to his lodgings in the said city of Dublin, and told this Deponent that he was a Clerk in the employment of the Commissioners of Education in Ireland, and that there was a considerable sum of money due by the said Reverend Doctor Bell to the said Commissioners—that they, the said Commissioners, were about getting an Act of Parliament to sell the property, and, as Trustee, they would require the assent of this Deponent, and that if he, this Deponent, would so assent, he would get a good premium or *douceur* for so doing. Deponent further saith that he, this Deponent, replied to the said person so representing himself as Clerk to the Commissioners as aforesaid, and said that he supposed the Commissioners wished to bribe him, this Deponent, to betray his trust. And Deponent further told said Clerk, in reply, that he, this Deponent, was educated at the Clonmel Endowed School, and that every thing he, this Deponent, could do to improve that School, he would do ; but that he, this Deponent, would never do any thing to destroy the property which supported same. Deponent further said that Clonmel was a town which required an independent Master to conduct and govern said School, and that he would do all in his power to improve and uphold that independence, and that the Commissioners had mistaken their man when they applied to him, this Deponent, to do such an act.

“Sworn before me this 16th day of February, 1849, at Kilvemnon, in the County of Tipperary, a Master Extraordinary, appointed by said Court, for taking affidavits in and for said County, and I know the Deponent.

(Signed)

“THOMAS CHAYTOR,

“*Master Extraordinary.*”

(Signed)

“EDWARD LABARTE.”

*Copy of Reply to my letter of 2nd February, 1849.*

8, Clare-street, Dublin, 13th February, 1849.

“SIR—With reference to your letter of the 2nd instant, conveying a copy of a letter from the Rev. Edward Labarte, I have to state that both were this day read to the Commissioners.

“I have the honor to be, Sir,

“Your obedient Servant,

(Signed)

“WM. COTTER KYLE, Secretary.”

“To Rev. T. KETTLEWELL, Clonmel.”

## STATEMENT.

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On the 7th May, 1685, Richard Moore, of Clonmel, and Stephen Moore, of Hoare Abbey, in the county of Tipperary, Esquires, (Ancestors of the present Earl of Mountcashel,) granted and conveyed to Charles Alcock and Thomas Batty, their heirs and assigns for ever, the lands of Clonbough and Tullo, containing 385 acres, plantation measure, in the Barony of Ikerrin and county of Tipperary, upon trust "that they should yearly, for ever, lay out and expend the yearly rent and proceeds thereof, in maintaining a free school for the education of the Protestant Freemen's children of the town of Clonmel, gratis : and also to the use, intent, and purpose that His Grace, James, Duke of Ormonde, and said Richard Moore, Stephen Moore, and the Mayor of Clonmel, for the time being, or any two of them should name and appoint the Master for the said Free School."

In accordance with the purposes expressed, a Master was appointed, and a lease of the lands at a rent of £40 per annum for ever was executed by Charles Alcock and Thomas Batty.—The party holding this original lease having been ejected, a lease of the lands was executed on the 31st May, 1788, for the term of 3 lives or 52 years, at a rent of £200 per annum ; and this lease becoming vested in Stephen Collins, Esq., he—by indenture, dated 8th April, 1796—demised said lands to Gilbert Maher, at a rent of £400 per annum. On the 16th of September, 1802, an information was filed at the relation of the Rev. Richard Carey, the then Master of the School ; and on the 12th day of November, 1811, a decree was pronounced by the then Lord Chancellor to this effect : "That the said lease of 1788 having

been granted at an inadequate rent, and under circumstances injurious to the charity, should be brought in ; and that the said Stephen Collins should execute an assignment of said lease to a Trustee ; and that the said Gilbert Maher should pay his accruing rent to the Master of the School." Accordingly an indenture, dated 29th July, 1811, was executed by the said Stephen Collins, whereby he conveyed said lands to the Rev. Edward Labarte, a Trustee, duly appointed by the Lord Chancellor, for the purpose. The before-mentioned Rev. Richard Carey, as Master of the School, continued in possession of said lands and in receipt of the rents until his death, which occurred in the year 1821, when the late Rev. Robert Bell took possession of the School and School Estate under an *irregular and invalid appointment* by the late Colonel William Bagwell, of Marlfield, in the county of Tipperary.

The School-house being in a dilapidated state, the Commissioners of Education in Ireland, in the year 1829, presented a petition to the Lord Lieutenant, setting forth the necessity of building a new School-house, stating the estimated expense at £4000, and praying that that sum should issue from His Majesty's treasury for the purpose ; which petition was granted accordingly ; and, by an indenture, dated 1st November, 1830, made between the Rev. Edward Labarte of the 1st part, the said Commissioners of Education of the 2nd part, and William Kemmis, Esq., of the 3rd part, the School lands were mortgaged to secure the repayment of said £4000 in annual payments of £240. In the year 1841, the Commissioners of Education not content with the power vested in them by the act 53d George III., and *without any application* to the Court of Chancery, (which, in the year 1811, had pronounced the decree already referred to,) entered into a treaty with Miss Emma Slaughter Stanwix, (who, it was asserted, was heiress at law of the surviving Trustee of the original grant of 1685), for a conveyance to them of the legal estate ; and, on the 19th of April, 1841, a conveyance was executed between the said Emma Slaughter Stanwix of the 1st part, Rev. Robert Bell, the then Master of the School, of the 2nd part, Wm. Kemmis, Esq., of the city of Dublin, of the 3rd part, and the Commissioners of Education of the 4th part.

This deed recites the original grant of 1685,—“that in pursuance of said grant a Free School was soon after established, and that a Schoolmaster had been, from time to time, duly appointed, and had *received the yearly rents of said lands and premises.*” This deed further recites “that the said Emma Slaughter Stanwix was heiress at law of Thomas Batty, the surviving Trustee, in the original grant of 7th May, 1685.” The lease for 3 lives or 52 years, at a rent of £400 per annum, executed in May, 1788, having expired in May, 1840, the late Dr. Bell continued the tenants (who had held under the expired lease) in possession at will, at a rent of £600 per annum: *all the rents being received by him* from the estate until the time of his surrender of it to the Commissioners’ Agent on the 1st of May, 1842.

The Rev. Robert Bell, in the month of November, 1841, received from the late Bishop of Cashel an appointment to the living of Ballybrood, and, accepting the living, dismissed the School-pupils. On the 29th of January, 1842, the present Master received from the Earl of Mountcashel and the Marquis of Ormonde an *official appointment* as Master, and, in the beginning of the following month, called upon, and exhibited to Dr. Bell, the official nomination. Upon its being presented to Dr. Bell, and upon his being required to express his intentions in reference to it, he said “that he would neither *admit* its validity nor *deny* it: that he had himself received his appointment from the late Colonel William Bagwell, and, that he would not, by acknowledging the nomination produced, *admit the illegality of his own appointment.*” He asked me as a friend to enter into an arrangement without reference to my patron and his rights, and to enter upon occupation upon terms which he had reduced to writing, and to which he required my written assent. To this proposal I objected, stating “that I was not at liberty to enter into any arrangement without referring to, and obtaining the sanction of, Lord Mountcashel.”

In this interview Dr. Bell, upon allusion being made to the instalments for building the School-house, stated “that *he had paid eight*, and that the portion for which I should become liable would require eight years and nine months for liquidation.” At this meeting, when Dr. Bell was asked about the School pro-

perty, he said "that the Commissioners of Education *had leased it for 40 years, at a rent of £400 per annum.*" The particulars of this communication with Doctor Bell I forwarded to Lord Mountcashel, who, on the 4th or 5th of the following month, had a meeting in Dublin with Mr. Kyle, the Secretary to the Commissioners of Education, when his Lordship, in alluding to the sum advanced for building the School-house, inquired what was the amount of instalments repaid ; to this query *Mr. Kyle, in my presence, stated that "all the instalments had been paid regularly,"* upon which Lord Mountcashel referred to me, when I repeated Doctor Bell's statement of having paid *but eight*, and insisted that if repayment had been made regularly I should be liable for only 4 years and 9 months. Mr. Kyle having withheld further information, Lord Mountcashel, on the 17th of the same month, moved in the House of Lords for a return of the instalments paid out of the School estate in reimbursement of the sum advanced for the building of the School-house.

Previous to this return being furnished to the House, and after its being moved for, Dr. Bell's son (the present Archdeacon of Waterford,) met me in Clonmel, and expressing a feeling of displeasure at my having divulged to some friends in Clonmel that instalments had been withheld, begged that I would not again return to the subject, *as since his father's conversation with me in the month of February he had paid two instalments, (£480,) and that this sum was in full discharge of his father's liabilities on the score of instalments.*

Dr. Bell having, in his communications with me, suppressed *all information* of the circumstances under which the Commissioners of Education interfered in the School property, and a knowledge of these circumstances being of great importance, Lord Mountcashel, accompanied by me, called upon Mr. Kyle, the Secretary, who fixed a particular hour at which Mr. Fetherstone, the Commissioners' Solicitor, would see him at his office. At this hour Lord Mountcashel and I called, Mr. Fetherstone was *absent* ; having called *several* times after at his office, and Mr. Fetherstone being *still absent*, a *late* hour in the day was fixed for a meeting ; having called at this hour again, and Mr. Fetherstone being *still absent*, Lord Mountcashel concluding

that Mr. Fetherstone's absence was *not unintentional, but designed*, and, *for an object*, sat down in Mr. Fetherstone's office between five and six o'clock, and remained for a considerable time ; Mr. Fetherstone, about 7 o'clock in the evening, came to the office, and having been questioned by his Lordship, produced—with evident annoyance—a document (of the existence of which neither his Lordship nor I had ever heard,) purporting to be a conveyance of the School estate, executed on the 19th of April, 1841, by a Miss Stanwix. On his Lordship's expressing surprise, Mr. Fetherstone observed " that the document produced had given him more trouble and labour than any he had ever prepared ; that it was the *best he had ever drawn* ; that it was *worth £500* ; that he had in his possession that lady's *genealogy most accurately described* ; and that he had been most fortunate in the time of its execution, as the *lady had died a fortnight after the executing of it.*" Reference having been made to the document signed on the 29th January by Lord Mountcashel and the Marquis of Ormonde, appointing me Master of the School, Mr. Fetherstone said that " it should be laid before the law officers." This having been done subsequently, the law officers pronounced their opinion that the appointment was according to the terms of the deed of 1685. A regularly drawn instrument of appointment was handed to me by Mr. Fetherstone, and forwarded by me to the Earl of Mountcashel to London, where the appointment was perfected by him and the Marquis of Ormonde, and, having been returned to me by Lord Mountcashel on the 4th of May, delivered by me to Mr. Fetherstone for the purpose of being stamped and registered. On the 24th of the same month I received possession of the School-house from Dr. Bell's son, the present Archdeacon of Waterford ; and, on the 10th of August following, I opened the School. On the 1st November following I received from the Secretary to the Commissioners a letter, [see Appendix No. 9,] to which I replied on the same day. [See Appendix No. 10]. This communication, *for the first time since the original grant*, notified a departure from the invariable usage observed with reference to the Master's remuneration, a departure from *the observance of Trustees and the decree of the Chancellor in*

1811. Having, between November, 1842, and October, 1843, had many personal communications with both the Secretary and Solicitor to the Commissioners, and having failed in obtaining that satisfaction, information and redress to which I considered myself entitled, I submitted cases to counsel, offered to exhibit to the Commissioners the opinions of the counsel before whom I laid my case, and to abide by the decision to which the counsel for the Board (the Attorney and Solicitor-Generals,) and my own counsel should come. This offer having been declined, my income having been withheld, and no satisfaction having been afforded, in the month of October, 1843, I directed my Solicitors to communicate with the Commissioners of Education. They accordingly, on the 24th of October, 1843, addressed to the Commissioners a letter, (see Appendix No. 11,) and, on the 11th November of the same year, received a reply, (see Appendix No. 12.) On the 18th July, 1844, the Earl of Mountcashel, pursuant to notice, moved for a select committee to inquire into the conduct of the Commissioners of Education in reference to the Endowed School of Clonmel. (See in Appendix No. 13, Report from the *Morning Herald* of the 19th of July, '44, on this motion.) Acting upon the suggestion given by the Duke of Wellington, Lord Mountcashel furnished to the then Chief Secretary for Ireland, Lord Elliott, (the present Earl St. Germans,) a statement, in which the causes of grievance were embodied. On the 2nd of October following I waited upon the Chief Secretary at the Castle of Dublin; and, being favoured with an interview, presented a letter from the Earl of Mountcashel, stating, at the same time, the object with which I had presented myself. On my entering into the particulars of the case, the Chief Secretary desired the attendance of the Attorney-General, (the present Master of the Rolls in Ireland,) to whom I offered to produce documents in proof of the several allegations made in the House of Lords on the 18th of July by Lord Mountcashel, and further in proof of the illegitimacy of Miss Stanwix, and of Mr. Fetherstone's cognizance of her incapacity at the time he extorted by threats and menaces her signature to the fraudulent conveyance of 19th April, 1841, and relying on the strength of those documents to abide, (not, as on

an occasion already referred to, by the decision to which the law officers of the crown, on the part of the Commissioners, and my own Counsel might come, but,) by the decision at which the Attorney-General himself should arrive. This arbitration having been declined by the Attorney-General as inconsistent with his habits, and unfair towards me, the Chief Secretary, by the advice of the Attorney-General, recommended that recourse should be had to the Court of Chancery. Upon my shewing the pecuniary loss which would result from such a mode of procedure, and stating that the Commissioners' Officers had deterred me from such a course, by representing that all expenses attending a suit in Chancery would be defrayed out of the proceeds of the estate, and that in the event of my getting a decree in my favor, the costs and charges would, on both sides, come from the same source, the Chief Secretary said that "if I could suggest any course by which an appeal to the Court of Chancery could be avoided, and an arrangement be effected between the Commissioners and me, he would—with great satisfaction—act upon it." Mr. Kyle, the Secretary to the Commissioners of Education, having—in a conversation which I held with him after my interview with the Chief Secretary—expressed his readiness to wait upon him, if the Chief Secretary would express a wish that he would do so, I called upon Lord Elliott, and, having advised him of Mr. Kyle's readiness to attend, received from his Lordship a verbal message to Mr. Kyle, requesting his attendance at the Castle along with me at the hour of 4 o'clock on, I think, the following Thursday. On the day, and at the hour appointed, Mr. Kyle and I were received by Lord Elliott, who had requested the attendance of the Attorney-General, whom we found present upon our entrance. Lord Elliott commenced by thanking Mr. Kyle for his compliance with his request conveyed through me; expressed his anxious desire for an arrangement of the case at issue; and stated that he had requested the attendance of the Attorney-General for the purpose of promoting, if possible, such a result. Lord Elliott having desired me to proceed, I repeated in the presence of Mr. Kyle *all* that I had submitted to Lord Elliott and the Attorney-General at the interview in the previous week. When I

had concluded my statement, and when Mr. Kyle, having been called upon to reply to it, had admitted that he *could not contradict any single one of the assertions I had made*, Lord Elliott appealed to the Attorney-General, and asked his advice : Upon this the Attorney-General said that “ I had exhibited great moderation in the demands which I made, and that if those demands were not complied with by the Commissioners, he would, *although he was the Commissioners’ Counsel*, by virtue of his office of Attorney-General, file an information in the Court of Chancery, without *any cost whatever to me*, and *oblige* the Commissioners to repair injuries so wantonly and illegally inflicted” : he directed that *instant* steps should be taken against Dr. Bell, for the *recovery of the withheld instalments*, and advised me to give a receipt as for salary *until the debt upon the School-house should be liquidated*. Lord Elliott (upon my asking for it for the purpose of producing it to Lord Mountcashel,) desired Mr. Kyle to furnish me with a *copy* of the return which had been ordered by the House of Lords on the 22nd of July, 1844. [See copy of return in Appendix Nos. 14, 15]. After my return home I forwarded, on the 17th of the same month, stamped receipts (according to the form prescribed by the Commissioners, and as I had been advised by the Attorney-General,) for the two drafts of £50, forwarded to me on the 31st October, 1842, with an application for payment of all salary from 1st November, 1842, to 1st November, 1844 ; and, on the 31st October, I received from Mr. Kyle a letter, dated the 30th, [see letter in Appendix No. 16,] and, on the 2nd of November, a letter dated 1st, enclosing a cheque for £400. [See letter in Appendix No. 17].

On the 25th September, 1844, by desire of Lord Mountcashel, I attended before the Land Commission Inquiry at Clonmel, and gave the evidence contained in the Commissioners’ Report, part III., No. 832, page 227. [See Appendix No. 18]. In the Commissioners’ Report will be found, in reference to the Clonmel School Estate, evidence given by Mr. Edmond Byrne, at Roscrea, on the 15th August, 1844, part II., No. 556, page 889, [see Appendix No. 19],—by Mr. Owen, the Agent, at Dublin, on the 4th November, 1844, part III., No. 1066, page

817, [see Appendix No. 20,]—by Mr. Kyle, the Secretary, at Dublin, on the 6th November, 1844, part III., No. 1079, page 842, [see Appendix No. 21,]—and further, a statement of Mr. Kyle's in reply to evidence of Mr. Edmond Byrne, No. 556, and the Rev. Thomas Kettlewell, No. 832, part II., Appendix B, No. 61, page 28, [see Appendix No. 22]. Mr. Kyle's evidence, on the 6th November, "This estate has *only very lately* come under the control of the Board, *since the resignation of Doctor Bell*, the late Master of the Clonmel School *four years ago*, and for the *first 2 years they were obliged* to let the entire estate to one tenant," is irreconcilable with the fact that Dr. Bell *did not resign in the year 1840, but in the year 1842*, and with the evidence of Mr. Owen, the Agent, in the testimony, "I was appointed *Agent in February, 1842*, to those lands in Tipperary; prior to May, 1842, Mr. William Strong Loughnane was tenant, *whose term expired on the 1st May, 1842*," and is *inconsistent with the report furnished by Mr. Kyle himself* to the House of Lords, in pursuance of the House's order, on the 21st July, 1844. [See Return, Appendix No. 14]. A comparison of my evidence on oath at Clonmel, on the 25th September, 1844, with Mr. Kyle's statement, exhibits Mr. Kyle *contradicting his own evidence* on the 6th November; and, when his attention had been *fully called to my evidence* at Clonmel, on the 25th of September, correcting what he terms an *incorrectness* in my evidence, ("that Dr. Bell, on the expiration of the lease in 1840, took the lands into his own possession,") stating that the Commissioners, "acting on the advice of the law officers, let the entire estate for one year, from the 1st May, 1840, which rent was receivable by Dr. Bell, the then Master." We have Mr. Kyle, in this statement, representing that the Commissioners of Education had, without the pretext of that fraudulent conveyance of 19th April, 1841, (under sanction of which they received from Dr. Bell possession of the estate on the 1st May, 1842,) interfered in the management of the property without any reference to, or sanction from, the Court of Chancery, at the instant that the power of the Trustee appointed by the Chancellor in 1811 had terminated. Such an interference, at such a time, and under such circumstances, cannot

be regarded in any other light than that of *unauthorised intrusion*, when the Commissioners are found on the 1st May, 1842, (*according to the sworn testimony of their own Agent*,) taking possession under a conveyance, (the validity of this conveyance, and the circumstances under which it was extorted, shall be treated of in their proper place). It is abundantly clear to the meanest capacity that the illegality of the interference in 1840 being apparent to the Commissioners themselves, and felt by them, required the remedy *supplied* by Mr. Fetherstone, and *adopted* by the Commissioners, in the fraudulent conveyance of April, 1841, under colour of which their Agent Mr. Owen received on the 1st May, 1842, possession of the School lands.— It is to be observed that this statement of Mr. Kyle's, although given under such circumstances as I shall presently detail, does not *attempt to contradict* (with the exception of cavilling at an incorrectness,) *the copy of my evidence before the Commissioners*, with an *extract* from which the Commissioners of Education *had been furnished*, for the purpose of *explanation* or *contradiction*. While my evidence and Mr. Kyle's statement *supply in themselves tests* by which to determine the truth, I cannot forbear commenting upon the concluding portion of Mr. Kyle's statement, "*Mr. Kettlewell having, however, thought fit to forward receipts for his Salary, has been paid all arrears up to the last gale day,*" while *any notice of, or allusion to*, the proceedings at the Castle before the Chief Secretary and the Attorney-General on the 8th of October preceding is suppressed, this conclusion of Mr. Kyle's statement expresses *faithfully* the feelings excited in him by the exposure of the Commissioners' acts—by *him incapable of contradiction*—before Lord Eliott, and by the provoked and forcibly expressed *castigation* of the Attorney-General. Knowing that my evidence was impregnable, and recollecting that the very *same and additional* particulars had *defied his contradiction*, and *forced his admission* in the presence of Lord Eliott and the Attorney-General, he *reserved* the temper, which he had been *obliged to curb* in their presence, for an opportunity, on which he thought he might indulge it without *interruption*, and express it without *the chance of detection*. At the time Mr. Kyle furnished this

statement he was in *full possession* of the following *astounding facts* in connection with it ; that previous to the Commissioners' publishing the Land Commission Report, a copy of my evidence at Clonmel had been sent to the Commissioners of Education,—that that copy had been submitted to a *Board*,—that that Board finding my evidence *unimpeachable in any particular*, an application was made to the Commissioners of Land Inquiry to *suppress my evidence in toto*, and that the reply to this proposition was, “ that that evidence having been tendered by Lord Mountcashel's desire, and having been received, could not *now* be omitted ; that as the facts sworn to in it were exceedingly damaging to the Commissioners of Education, that the Land Commissioners might, if they had been advised of the tendency and intent of that evidence, have refused to receive it in the first instance as irrelevant, but that the evidence having been *received then*, could not be *suppressed now*.” Upon this resolution being expressed, Mr. Kyle prepared and delivered the statement which I have now noticed ; a comparison of my evidence with that statement (see both contained in the Appendix Nos. 18, 22,) will, I feel, justify the observations I have just made.

Upon my return from Dublin, after my interview with the Chief Secretary, and the meeting at the Castle in the month of October, 1844, (an account of which I have given already,) I obtained, by a singular accident, information of facts, *all* knowledge of which had been *purposely* withheld up to that time, and which would not at that time have been given, but that the party who furnished it gave it voluntarily under, as I am persuaded, an impression that the late proceedings before the Chief Secretary *precluded and prevented any further question and examination*. While I withhold *at present* the name of the party from whom I received this information, the account of the circumstances detailed will revive in Mr. Fetherstone's recollection that party's identity, and shew to the Commissioners of Education (see Appendix No. 27,) “ that with respect to his (Mr. Kettlewell's) statements as to the deed of 1841, the alleged illegitimacy of Miss Stanwix, and the other matters referred to, the Commissioners do not think there is any thing in them

calling for their intervention, and are perfectly satisfied therewith," that there *was a WITNESS* present when *their Solicitor* propounded their *machinations*—that in 1844 this witness disclosed particulars—and that that witness is *still existing*, and can be produced to establish the fraud concocted, concerted, and practised by their Solicitor in 1841, and if not justified, at least *acquiesced* in by them in their letter of May, 1847, in reply to my communication of 1st May, 1847, [see Appendix No. 26,] offering indisputable proof of the facts alleged. The informant, to whom I have alluded, so far from being connected with me, *had joined in the imposition practised upon me, expected to be a partaker of the fruits of that imposition*, and, at last, under an influence for which I cannot account, disclosed the truth.

To recur, however, to the information furnished by the party to whom I have alluded.

On my return from Dublin this party told me that he was present at a meeting between Dr. Bell and Mr. Fetherstone in the Study in the School-house in Clonmel,—that Mr. Fetherstone asked Dr. Bell to sign a conveyance of the School estate to the Commissioners of Education,—that Dr. Bell having refused to do so, Mr. Fetherstone returned the instrument to his pocket, stating, at the same time, that a conveyance could be procured without any reference to Doctor Bell; that upon this Doctor Bell asked, from whom? and that Mr. Fetherstone having answered, from Miss Stanwix, and Dr. Bell having replied that Miss Stanwix was illegitimate, Mr. Fetherstone said, I know as well as you that she is, but if you hold your tongue, who is to know any thing about it? mind your own interests, and let us come to an understanding;—that an arrangement was then made, and an assurance given by Mr. Fetherstone securing to Dr. Bell the undisturbed enjoyment of all the rents and profits of the School estate;—that upon the understanding and assurance that the conveyance was not to affect his interests, Dr. Bell signed it.

That Dr. Bell signed the conveyance is a fact established by the deed bearing his signature, and by the verdict obtained against his representative in the Nisi Prius Court, at Dublin, in

July, 1848, [see Appendix No. 23]. That the other particulars of this information are equally true will not admit of the least doubt if an opportunity be afforded of *proving before a tribunal that can enforce it*, the accuracy of my informant's statement. As, however, such a test cannot, *at this instant*, be applied, let the accuracy of the statement be, for the present, tested by its *probabilities*. When, in the month of April, 1842, I complained to Mr. Fetherstone that my nomination by the Earl of Mountcashel and the Marquis of Ormonde on the 29th of January had not, up to that time, been recognised, and that notwithstanding that the School had been dismissed, Dr. Bell continued still in possession; and when I said that such a delay carried with it an appearance of objection to me on the part of the Commissioners, Mr. Fetherstone replied "that he knew that no such feeling against me existed—that the only direction he had received from the Commissioners was to take care that in the present instance *an usurper* should not be appointed, as *had been the case in the appointment of Doctor Bell*." We have then, *in the first place*, Dr. Bell regarded by the Commissioners as an *usurper*, (his nomination by Colonel William Bagwell being *invalid and illegal*). *In the second place* we find Dr. Bell [see Appendix Nos. 24, 25,] acting in direct violation of the intentions of the Founder in 1685, charging for the sons of Protestant Freemen of the Corporation of Clonmel, who, by the express terms of the deed, were entitled to a gratuitous education; and we find him in this countenanced (because he was not prevented) by the Commissioners of Education, (whose bounden duty it was to enforce a compliance with the Founder's intentions). In the two particulars just noticed, we have Dr. Bell in the power and at the mercy of the Commissioners. *In the third place* by the Commissioners' own report [see Appendix No. 14] in the words "from May, 1840, to May, 1841, Master in receipt of the rents: from May, 1841, to May, 1842, as above," we find the Commissioners *perfecting* Mr. Fetherstone's *arrangement*, and *fulfilling his assurances*. *In the fourth place* we find in the month of March, 1842, *four instalments due*, (it has already been shewn under what circumstances two were paid upon the return moved for on the 17th March, 1842, and one

year and a-half year's instalments recovered by a verdict in the year 1848); and, in *the last place*, we have the Commissioners' Agent *receiving possession* of the School estate from Dr. Bell on *the 1st May*, 1842, *under pretext of the fraudulent conveyance* of *19th April*, 1841. These several facts (*they are not assertions*;) to which I have adverted, *establish incontestibly* that the statement of my informant is true—(*literally and undeniably*)—and, that it is *probable*, that under such circumstances as I have detailed, Mr. Fetherstone proposed, Dr. Bell consented, and the Commissioners of Education ratified and confirmed the arrangements, and, as we have seen, fulfilled the assurances pledged, and discharged, satisfied, and completed the terms upon which that arrangement had been concluded.

In the end of the month of April, 1847, I had several interviews at the Castle of Dublin with the present Under Secretary for Ireland, Mr. Redington. On my first calling I reminded him of the evidence given by me at Clonmel on the 25th of September, 1844; at the giving of which he was himself present as one of the members of the Land Commission Inquiry, and at which he had stated, upon my mentioning Miss Stanwix's name in my evidence, "that he was intimate with her, and had seen her at Versailles but a very few months previously." I detailed at the same time the circumstances connected with my communications with the Chief Secretary for Ireland in October, 1844, and produced to him a published report of the discussion which arose in the House of Lords on the 18th July, in the same year.

Mr. Redington requested that I would reduce particulars to writing; I delivered to him subsequently a written statement, which—in a subsequent interview—he told me he had submitted to the Attorney-General, (the present Mr. Justice Moore), who required further particulars: these further particulars I supplied, and the only redress afforded being an intimation that "the Attorney-General would institute proceedings for the recovery of the instalments," I left Dublin, and on the 1st May following, I addressed to the Commissioners of Education a letter, [see Appendix No. 26]; and, on the 6th of the same month, I received their reply, dated 5th May, [see Appendix

No. 27]. In the same month I forwarded to the Earl of Mountcashel a petition to the House of Lords, which was presented by his Lordship on the 24th of June following. On the same day returns connected with the School estate were moved for and ordered, [see Return in Appendix No. 28].

My attention having been called to a report of the presentation of this petition in the House of Lords on the 24th June, contained in the *Limerick Chronicle* of the 30th June, I, on the 8th July, addressed to the Editor of that paper a letter, [see Appendix No. 29].

Having called upon Mr. Redington, and been directed by him to submit in writing the request which I had made in person, I addressed to him a letter, dated 31st December, 1847, (See Appendix, No. 30); and on the 3rd January following, received a reply, (see Appendix, No. 31). On the following day, (4th January, 1848), I waited upon the Archbishop of Dublin, and while I was stating to his Chaplain, (to whom I had been referred), the object with which I had called, his Grace came into the room, and having heard the purpose of my visit, said, "that my case rested *solely* with the Commissioners of Education; that he was only *one* member of that Body; that if I had any grievance to state, it would be considered by the Board." Upon my asking, if the Board would allow me to appear personally before them, his Grace replied, "that the doing so would be contrary to their custom." When I expressed a hope that, in the event of my acting upon his advice, and submitting a fresh statement to the Board, he would attend at it and investigate the matter submitted, his Grace said, "he could not bind himself by any promises; that other engagements might render his attendance impossible." When I said that former representations to the Commissioners not having been attended with any satisfactory result, and that, in the uncertainty of his Grace's presence at the Board in the event of my submitting a statement, recourse must be had again to the House of Lords, the Archbishop replied, "that my case depended solely upon the Commissioners of Education; that the time of the House of Lords could not be taken up with the case of a School; and that, if Lord Mountcashel brought the case forward, his Lord-

ship could not get six Members of the House to listen to him," I retired, and immediately after called upon Mr. Kyle, the Secretary. I informed him of my communication with Mr. Redington, and of the interview I had had with the Archbishop of Dublin, on that morning. I told him of the precise situation in which I was placed, and of the necessity there existed for a settled and determined arrangement about the School Funds: I asked him, for the purpose of effecting a decided and determined arrangement, to convey to the Members of the Board, (which was that day to meet), my anxiety to appear before them, and to substantiate in person, my charges against Mr. Fetherstone, to explain my present position, and shew the necessity of an adjustment. Mr. Kyle replied, "that on that day, (the Board having been summoned for a special purpose), he could not bring my business before their consideration." He said, with reference to enquiries about the result of the proceedings instituted against the Representatives of Doctor Bell, "that the proceedings were still in progress, and that he could not pronounce at what time they might arrive at a result, the Representatives of Doctor Bell, as defendants, having the power of procrastinating and prolonging." Having failed in the object with which I applied, in the first instance, to the Under Secretary, subsequently to the Archbishop of Dublin, and in the last to Mr. Kyle, I told Mr. Kyle, that upon my return home I would dismiss all the Boarders, and confine the operations of the School to the carrying into effect the intentions of the Founder, and the receiving of Day-pupils. Upon my return home, I published in the local papers an advertisement, notifying the determination to which I had come. [See Appendix, No. 32].

On the 11th of July last a verdict was obtained in the Nisi Prius Court in Dublin [see Appendix No. 23,] by the Commissioners of Education against the Representatives of Dr. Bell for one year's and a-half year's instalments. This verdict having been obtained, reimbursements for sums advanced by me for repairs, &c., having been withheld, and several communications of mine to the Commissioners of Education having been treated with silence, indifference, and neglect, I wrote to the

Commissioners the letters dated 9th December, 1848, and 2nd February, 1849; which, with the Commissioners' replies (to the former), dated 20th December, and (to the latter) 13th February, together with copies of the Rev. Edward Labarte's letter to me and of his depositions before a Master Extraordinary have been already given, and will be found, although latest in date, placed, as introductory and explanatory, before this statement.

Having, in the statement which I have just concluded, observed, as far as practicable, order of time and incident, I may here be permitted to refer more fully to a charge against the Commissioners of Education, to which I have hitherto only alluded, that of neglecting altogether the repairs of the School-house, and of defraying, but in part and for a period, some of the charges incident to it.

On my taking possession of the School-house in May, 1842, I expended a very considerable sum in repairs, both necessary and indispensable, with the payment of which I at least should not have been visited, and for which, under any circumstances, I ought long since to have been reimbursed. Notwithstanding that the Commissioners have, since May, 1842, to the present, received all the rents of the School estate, the only sum they have ever granted on account of repairs is £4 10s. in the month of November, 1845, for whitewashing.

On the 16th June, 1845, I applied to the Commissioners for reimbursement for repairs, and for sums expended on account of the School-house; on the 20th of the same month I received a reply, [see letter in Appendix No. 33,] granting reimbursement to the amount of £52 10s. 7d. on account of "Insurance, Lamp and Watch Tax, County Cess, and Poor Rates," and in the month of July following I received £10 17s. 6d. on account of "Minister's Money, additional Poor Rates, and Care-taker," making in all a sum of £63 8s. 1d. : the consideration of all other items, except those I have just specified, was postponed. On the 9th June, 1846, I forwarded another application, and

I received a reply stating "that the Commissioners had not funds on hands out of which to make reimbursement." I applied *again* on the 18th October, 1847, [see letter in Appendix No. 34], and, on the 18th November following, received a reply, [see Appendix No. 35].

While the Commissioners, on the 20th June, 1845, *granted* reimbursement on account of Insurance, Lamp and Watch Tax, County-cess, Poor-rates, and Minister's Money, they have since that day paid upon application to themselves Insurance and Poor-rates *only*, and have from that day withheld from me reimbursement for the several charges of *Lamp and Watch Tax, County-cess, and Minister's Money*, (although, on the 20th June, 1845, they *allowed* these payments), and they have up to the present refused to entertain, (*although several times submitted and pressed,*) estimates of repairs *absolutely and indispensably necessary*, the postponing of which is damaging the building *excessively*, and the *ultimate* execution of which must, from the delay, be attended with *considerable cost and inconvenience*.

In the arrangement which I have adopted as most convenient to myself, and as the least embarrassing to the reader, having now concluded my statement, and directed attention to the neglect of the repairs of the School-house, and the withholding of sums expended in connection with it, I come to notice the Act of Parliament (53rd George III.) under sanction, or at least *plea*, of which, the Commissioners of Education have committed the several infringements of which I complain; and which, if examined by the spirit and letter of the Act of Parliament, will exhibit a series of conduct *directly contrary to its provisions*, maintained and persevered in, in opposition to its enactments and spirit, with the design (as appears to me) of establishing, in the case of the Clonmel Endowed School, a precedent for unwarranted aggression upon other School estates.

In order that the allegations which I make may be determined and decided *fairly*, I have placed in the Appendix (No. 36) extracts from *all* the portions of the Act 53rd George III., which can, in anywise, be considered as applying to a School of private foundation.

When I might *enlarge* upon the terms of this Act, as con-

firming the view in which *any* reader of *any* intelligence must understand it, and when I might produce *high* and *eminent legal authority* interpreting and construing its provisious and expressions in *the same sense*, I decline entering into an exposition, which—as derived from men although intelligent still unpractised in law—would be looked upon as presumptuous; and which, although propounded by a man of the highest legal acquirements and distinction, might be regarded as misinterpreted and misunderstood by me. Abstaining, therefore, from any comments upon the provisions of the Act as understood by ordinary capacities, or as propounded by eminent legal authority, I shall confine myself to repeating the observations I have already made, when commenting upon Mr. Kyle's statement,—“That it is abundantly clear to the meanest capacity that the illegality of the interference in 1840 being apparent to the Commissioners, and felt by them, required the remedy supplied by Mr. Fetherstone and adopted by the Commissioners in the fraudulent conveyance of April, 1841, under colour of which their Agent, Mr. Owen, received, on the 1st May, 1842, possession of the School lands.” The Act of Parliament 53rd George III., did not *sanction or confer a title*. Possession, (as stated by Mr. Kyle), although gained previous to the fraudulent conveyance of April, 1841, is now maintained under virtue, *not of the Act of Parliament, but of the fraudulent conveyance*. To this plain, intelligible, unsophisticated, and *both legally and rationally deduced inference*, I will add upon this part of the case but *one* further observation. Admitting that Miss Stanwix was *legitimate*, and had conveyed *legally* to the Commissioners the powers vested in her as Trustee, the Commissioners deriving their title from her are bound by the terms of the *original grant* of 1685, and are not justified—either by *title or Act of Parliament*—in *having departed from the observance of Trustees and the decree of the Lord Chancellor in 1811*, since they took possession of the School estate on the 1st May, 1842.

A reference to the returns furnished by the Commissioners to the House of Lords in the year 1844 and 1847, [see Appendix Nos. 14 and 28], will exhibit in the former year under the head of expenditure “to Solicitor from 1st May, 1840, to 1st May,

1841, *none*, and from 1st May, 1841, to 1st May, 1842, as *above*." (It will be borne in mind that the fraudulent conveyance so often alluded to was executed on the 19th April, 1841). In the return just referred to it is evident that no payment *at all* was made to the Solicitor. In the return in 1847 we find under the same head "Sums paid to Solicitors for law expenses and Bills of Costs from 1st May, 1844, to 1st May, 1845, £16 12s. 6d., and from 1st May, 1845, to 1st May, 1846, £18 0s. 6d., and from 1st May, 1846, to 1st May, 1847, *none*." In the last return *the services* for which the remuneration of £16 12s. 6d. in the year 1844-5, and of £18 0s. 6d. in the year 1845-6 was made, *are not specified*. In these returns there is not the *slightest* reference to *any* of the expenses attending the fraudulent conveyance of April, 1841. It has already been stated that Mr. Fetherstone valued this instrument at £500. A charge for the expenses attending its execution could not be inserted as satisfied in the year 1840-1, 1841-2, in which the Commissioners—according to *bargain*—left the *entire* rents in Dr. Bell's receipt. The *vigilance* and the *suspicion* with which Lord Mountcashel *watched* the Commissioners' *acts* and *returns* prevented the *attempt* to *expose* as charged upon the School funds a remuneration for services of a Solicitor in 1841, (*services involving himself in the highest criminality and attaching to his employers disgrace*) the satisfying of which could be affected *only* out of the income of the Master—(*appointed subsequently to the service*)—who was the *victim of the fraud concocted by the Attorney, and consummated by the Commissioners of Education*. The circumstances already detailed must satisfy the most incredulous, that the *same absence of principle* which *heard* the proposal, and which—not only did not *reject* and *expose* it, but which—*entertained and carried it into effect*—so far from contributing to the discharge of the legal costs of its execution, did not *abate or lessen by one single farthing* the *price of betrayal proposed* by Mr. Fetherstone, *accepted* by Dr. Bell, and *secured* by the Commissioners of Education. The expenses attending this conveyance cannot be inconsiderable, when we take into account the voluminous size of the instrument itself, and the journeys of a *barrister*, (Mr. Fetherstone

*knows who* is the barrister, and *what* are the journeys alluded to,) in pursuit of Miss Stanwix, and executing the office of a Clerk. We must include too in the account that Mr. Fetherstone's *remuneration* must be in *proportion* to the danger and degradation of the fraud and of the service. Payment, according to the Commissioners' Return, was *not* made in 1841; and it cannot be imagined that the payment to Solicitor of £16 12s. 6d. in 1844-5, and of £18 0s. 6d. in 1845-6, satisfied Mr. Fetherstone for *all* claims from the year 1840 to the year 1847.

All knowledge of the receipts and expenditure of a property given in endowment of a School by his ancestor, having been withheld by a public Board from the Earl of Mountcashel, his Lordship was obliged to force from the Board information by order of the House of Lords: we have the return before us; and the return in the year 1847 contradicts the return in 1844. A whole year's income—amounting to £619 0s. 11½d—returned in July, 1844, “as received from 1st May, 1842, to 1st May, 1843, is—in the return furnished to the House of Lords on the 12th July, 1847—transferred to the year from 1st May, 1843, to 1st May, 1844, (£619 0s. 11½d.) and there is returned from 1st May, 1842, to 1st May, 1843, *none*.” Here, beyond all power of contradiction and correction, a whole year's income is suppressed. In the contradiction of these returns, and in the suppression of income derived from the estate, we find most substantial grounds for supposing that the accounts were falsified for the purpose of giving remuneration to Mr. Fetherstone for his services in the fraudulent conveyance, and concealing all knowledge of the fact and of the amount. On this supposition we can account also for that want of funds which leaves the Master of the School without reimbursement for sums expended on the School-house, and which has—during a period of *seven years*—left the School-house without any further grant for repairs than the sum of £4 10s. 0d. for whitewashing in the year 1845.

Having occupied so much time in exposing the contradiction and discrepancy between these returns, forbearing to comment upon their contents generally, or to scrutinize them particularly,

I will, for the present, conclude my observations upon them by exhibiting the excess, as shewn in the return in 1847, (see Appendix No. 28,) of the expenditure over the receipts. This return includes a period of five years; and notwithstanding that during that period only three instalments are paid on account of the building of the School-house, we find the expenditure exceeding the receipts by the sum of £336 8s. 6d., and by a gale of tithe-rent charge (the amount of the gale is not stated,) the expenditure amounting to the sum of £2409 9s. 1d., and the receipts to the sum of £2073 0s. 7d.

All the particulars essentially necessary for a perfect understanding of the subject having been now given, I may, referring to my letter to the Commissioners of Education on the 9th of December last, which made the publication of these particulars imperative, remind the reader that redeeming my promise to publish the entire case, I have appended to the copy of the letter alluded to the observations in the Annual Report, and a copy of the Commissioners' reply to my letter of the 9th December—that I have placed immediately after these a copy of my letter to the Commissioners on the 2nd February, 1849, with copies of the Rev. Mr. Labarte's letter to me, and of his depositions before a Master Extraordinary, together with a copy of the Commissioners' reply (to my letter of the 2nd) on the 13th February, 1849—that these are followed by a statement explaining the nature and terms of the endowment, and describing and detailing all acts in correspondence, interviews, and evidence—and that the copies of the several documents establishing and supporting the acts have been furnished in an Appendix.

Some parts of my statement having called forth, on the instant, comments upon the facts submitted, and the documents referring to the facts, I am, in some portions of this case, freed from the necessity of returning to them, and from further enlargement upon them. There are, however, *other* portions on which neither comment nor observation has been made; and these, as the order of arrangement which I adopted required, I have reserved to a fitting time of opportunity. In this arrangement will be found *first in order and in importance* the letter

of 9th December, 1849, the tone and temper of which (I *apologise for neither*) are justified—or, as I should rather express myself—*provoked*, by the non-observance of courtesy towards myself, (for my communications to the Commissioners of Education did not induce or excuse such an instance of *non-official* observance,) and by an utter neglect of the very objects for which the Commissionrs had been constituted a Board by Act of Parliament. This letter having forced a departure from the silence persevered in up to its receipt, and the reply *being divested of all that constitutes an answer*, and conveying—in the absence of any other expression—the insolence of office and the temerity of despotism, I addressed on the 2nd of February following a letter containing a copy of Mr. Labarte's letter to me, and received the reply dated 13th February, 1849. The same insolence of office, (*now become inveterate from habit*) and the *same hardihood of tyranny* characterising the Commissioners' reply just referred to, relieve me from the necessity of offering any excuse for the use of terms which, in my long and grievous experience of the Commissioners' conduct, had always been considered by me as applicable, and which were used on the concluding of a correspondence, in which further communication with them being ended, an appeal was to be made to some party, or to some power and authority which would *decide upon facts*, and upon a *simple and conclusive exposition* and explanation of circumstances.

The letter of the Rev. Edward Labarte, dated 2nd January, 1849, and his depositions on the 16th of the following month, (already given, and placed immediately before the Statement) call for particular attention and notice. The letter is written and the depositions are *sworn* by a Clergyman and a gentleman of the highest integrity and of the most unsullied honour, appointed—as possessing these very qualifications—by the Lord Chancellor, in the year 1802, Trustee of the Clonmel School estate. While *all* the acts of Mr. Labarte's long and useful life have secured to him from all who know him respect and esteem for the faithfulness which has ever characterised his professional career, and for the principle and honour which have always distinguished his conduct as a gentleman, and for the

charity and benevolence which have invariably actuated him in the several relations of social life, his conduct in the instance before us confirms the testimony borne *so universally* to his merits and his worth. The *character* of Mr. Labarte *at any period* of his life would have attached *the utmost credit to any assertion* he had made; in *what light*, then, must be regarded, when made by such a man, *testimony on oath* to facts of which he was himself officially cognizant?—a testimony—let it be observed—given after matured reflection upon, and scrupulous regard to, the seriousness of the charge; and at the *almost* close (for Mr. Labarte has passed his 80th year) of a life spent in the uninterrupted exercise and unostentatious exhibition of christian graces and virtues. Mr. Fetherstone was Solicitor to the Commissioners of Education in the year in which the offer of a *douceur* for betraying his trust was made to a Trustee of the Court of Chancery; the Commissioners' *Clerk* could not have acted *without instructions*, and these instructions, as a matter of course—*were furnished by the Solicitor*, and that Solicitor, it is to be presumed, would not *dare* to make a proposal which involved his Employers in the deepest criminality, without receiving from them *distinct and express* directions. The proposal conveyed through the Clerk—to such Agents, when they are found convenient, is always committed the superadded office of screening from consequences, and carrying into effect the schemes and devices of unprincipled, but dreaded superiors—was, as Mr. Labarte fitly expresses himself, “*rejected with scorn.*” Such a reception as the Commissioners' Clerk met with in the Commissioners' attempt to induce him to betray his trust, and to deviate from the consistent and conscientious path in which he had ever walked, securing Mr. Labarte from a repetition of the same, or the *daring to offer any* proposal, Mr. Fetherstone's ingenuity in devising—Mr. Labarte's integrity being impregnable—was reserved to the opportunity afforded by the expiring of a trust discharged with a faithfulness in no instance of trust ever exceeded. Upon the expiration of the lease in 1840, and the consequent ceasing of Mr. Labarte's Trusteeship, we have as a *fact*—by the testimony of the Secretary—that the Commissioners interfered, (the Commissioners availed themselves *at*

once of the opportunity afforded,) and, as already observed, feeling that such an interference was an assumption unauthorized by the Act of Parliament, procured—under the circumstances already detailed—the fraudulent conveyance of 19th April, 1841, to enable them to *maintain under pretext of* legally-conveyed title, that right which they had *usurped* in 1840.

This Pamphlet having been commenced with the design of exposing the conduct of the Commissioners of Education in reference to the Clonmel Endowed School, and the detail of the several particulars in relation thereto, having already occupied much time, the purposes for which I commenced it being now answered, I will leave all the circumstances detailed and the facts established in the case of a *single* School, as affording a *criterion* by which to judge the *principles* which *guide* the Commissioners of Education in executing the trust committed to them—a trust *most important*, embracing, as it does, “the several Endowed Schools of Public and Private Foundation in Ireland.” There are, however, a *few* considerations which *necessarily* suggest themselves, and these I will notice with as much brevity as possible.

The *efficiency* of *all* the Institutions in the State, Civil, Naval, and Military, is secured, and their several objects and purposes are promoted, by the services of Officers whose duties are prescribed, and whose labours are confined to particular departments: in each department, all acts and accounts are furnished to a superintending Head; and the entire are, together with a minute detail of Receipts and Expenditure, submitted annually to Parliament. Every official, from the lowest to the highest grade is an Agent paid, and, by payment made responsible for an honest, zealous, and faithful discharge of his duty. While it will be admitted that the *literary* Institutions of the country are not inferior either in character or in class to the other departments in the state, a reference to the Act of Parliament—53rd George III.—will exhibit the Corporation of Commissioners of Education in Ireland defective in all the essentials which ensure the efficiency and promote the objects of all the other public departments and institutions. No single one of the Commissioners receives payment; all the Commissioners

have—each in his peculiar position and province—duties of *actual* office sufficient—if not more than sufficient—to engross their time and engage their talent to the exclusion of acts of supererogation. The Secretary alone is a Salaried Officer ; and while the 5th section of the Act of Parliament enacts “ that the Commissioners may sue and be sued in the name of their Secretary,” there is not any provision made in it by which an injured party can obtain satisfaction, and get redress for wrongs done, by depriving of office or mulcting by legal fine the irresponsible and unassailable members of this corporation. Nay ! further ; while the 8th section enacts that “ within 14 days after the 25th day of March the Commissioners shall once in every year make a general report of all their proceedings under the Act for the year preceding,” it does not direct any statement of receipts and expenditure ; and thus gives to this corporation an unlimited and irresponsible control over the very large revenues—derived from all the Schools in Ireland of public and private endowment—placed at their disposal : and it furnishes them with an opportunity of falsifying returns—as we have seen in the case of the Clonmel Endowed School—and of suppressing information ordered by the House of Lords.

The 9th and 10th sections of the Act of Parliament give to the Commissioners—and give most properly—the very fullest powers for visiting Schools,—examining on oath,—determining complaints against Masters,—and, upon proof of guilt, of depriving them. What crime generally laid to the charge of a Master—and these, comparatively speaking, light charges, have been prosecuted and visited with punishment by the Commissioners of Education—amounts to the enormity of the charge which I have made—and which I continue to make—against Mr. Fetherstone, Solicitor to the Commissioners of Education in Ireland—this charge was made in the many documents referred to in this exposure and contained in the Appendix. It was made in the presence of the Commissioners’ Secretary, before the Chief Secretary and the Attorney-General for Ireland ; it was made expressly in my letter to the Commissioners *themselves*, dated 1st May, 1847, [see Appendix No. 26] ; it was stated in the petition to the House of Lords presented on the

24th June in the same year ; it was published in a letter in a public paper, [see Appendix No. 29] ; it was published again in an advertisement on 24th January, 1848, [see Appendix No. 32] ; and it was repeated in my letter to the Commissioners on the 9th of December, 1848. This charge derives strength by implication from the affidavit of the Rev. Edward Labarte, the late Trustee. I am in possession of evidence the most unimpeachable, and of facts the most convincing, that this charge so often repeated and so often published is true. Notwithstanding, the Commissioners of Education have not only not examined into, but they have screened from detection, the conduct of an Attorney—appointed Solicitor to six public Boards, and continued in that office—conduct for which—as a punishment the most mitigated—that Solicitor should be stripped of a gown, contact with which has sullied and defiled the ermine of the Judge, and profaned and polluted the lawn of the Bishop !!!

Before I bring this Pamphlet to a conclusion, I desire to answer to some who have raised, and to anticipate from some who may raise it, the objection, that for such a breach of trust as I have exposed, redress should be sought in the Court of Chancery. To this objection, with all the respect which is due to that high court, I answer, *in the first place*, I cannot have recourse to the Court of Chancery, because the *lock* of its portal must be opened with *gold*. With all the deference which is due to the Chancellor presiding in it I reply, *in the second place*, I will not outrage the spirit and genius of *justice* by appealing to a functionary whom the *British constitution* has made a *Judge*, but whom the act of 53rd George III., constituting a Commissioner, makes a party charged—a party, be it remembered, whose *judgment* has been *already pronounced* ; for the Secretary's reply (Appendix No. 27,) announces that the *present* Lord Chancellor *occupied the chair* on the *very day* that my letter of 1st May, 1847, [Appendix No. 26,] was *submitted to the Board*, and a resolution come to which I have already *arraigned* as both *prejudiced and unjust*. I answer again in the *third place*, I will not resort to the Court of Chancery, because while its costs are enormous, its proceedings are *dilatory*, and its delays *ruinous*. And, in the *last place*, I repeat the reply which I made to the

Chief Secretary in October, 1844, in answer to his question, "Do you wish to remove from the Commissioners of Education the management of, and title to, the School estate" ? "I do not desire to have its management, or to dispute the title of the Commissioners : all that I require is that I shall receive *remuneration according to the intentions of the Founder, the practice of all the Trustees, and the decree of the Lord Chancellor in the year 1811.*"

Declining then, for the reasons I have stated, to resort to the Court of Chancery I *appeal to the British Parliament and the public, for justice to myself and for examination into the conduct of the Commissioners of Education and the constitution of their Board.* Having, in the *Statement*, in the *Observations*, and in the *Appendix*, furnished all that appeared to me necessary for a perfect understanding of, and for forming a sound judgment upon, this case, and pledging myself to *establish all that I have stated, and to prove all that I have alleged*—if an opportunity for doing so be afforded—I call upon those members of the Corporation of Commissioners of Educations in Ireland, who have *not* been *parties* to the perpetration of injustice and the screening of *guilt*, to whom the statement of that injustice and the proofs of that guilt are now, for the first time, submitted,—to disavow acts which compromise their own characters, debase their dignity, and degrade their station and offices ; and by exercising, on this occasion and in this case, the influence and weight with which both the dignities of office and the privileges of Parliament invest them, to remove from *themselves* as members—*however innocent, still constituted members* of the Corporation of Commissioners of Education—the suspicion which this exposure excites against *all*, and to fix upon the individuals and the parties chargeable with them, offences of a character the most criminal, by urging both by representation and by vote, the *expediency* of a *strict and searching investigation* into charges of such magnitude and of such importance.

THOMAS KETTLEWELL,

Master of Clonmel Endowed School.

Endowed School, Clonmel, March, 1849.

## APPENDIX.

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No. 1.

### BOARD OF EDUCATION.

Incorporated by Act of Parliament for the regulation of Endowed Schools of public and private foundation.

*Commissioners by the Act of Parliament :*

The Lord Primate,	The Provost of Trinity College,
The Lord Chancellor,	The Chief Secretary to the Lord Lieutenant,
The Archbishop of Dublin,	The Members for the University for the time being.
The Lord Chief Justice of the Court of Queen's Bench,	

*Commissioners appointed by Government :*

Bishop of Meath,	Colonel Robert Shaw,
Bishop of Limerick,	Right Hon. Mr. Justice Perrin,
Bishop of Tuam,	Rev. James Wilson, D.D.,
Rev. Charles Elrington, D.D.,	Rev. J. G. Porter.

*Secretary*—William C. Kyle, Esq., L.L.D., 8, Clare-street.

*Solicitors*—Wm. James M'Causland and G. Fetherstone—Office, 21, Wellington-Quay.

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### COPIES OF TESTIMONIALS.

No. 2.

Provost's House, 11th July, 1834.

"MY DEAR KETTLEWELL—In reply to your application for my testimony as to your character and conduct whilst under my observation at this University, I can assure you that I shall have great pleasure in availing myself of every opportunity of stating my opinion, that your conduct throughout has been most highly exemplary, distinguished as it was by regularity, industry, and propriety.

"This opinion is founded on an acquaintance with you during a period of many years, and I have therefore no apprehension that it will be found incorrect.

"Permit me to add that I shall always feel happy on hearing of your welfare, and that

"I remain very truly yours,  
(Signed)

"To Thomas Kettlewell, Esq.,  
"Trinity College, Dublin."

"BATT LLOYD."

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### CERTIFICATE.

No. 3.

"DEAR KETTLEWELL—I have great pleasure in bearing testimony to your high classical attainments, as well as to the correctness and regularity of your conduct during the time of your passing through our College course.

"I consider you well qualified for the office of a School-master ; and, if you are appointed to the vacant School of Clonmel, I have no doubt that you will discharge the duties of the situation with ability and zeal.—I remain, dear Kettlewell, your faithful Servant,

" To Rev. T. Kettlewell,  
" Ardfinan Glebe, Clonmel."

(Signed)

" CHAS. WM. WALL."

CERTIFICATE.

No. 4.

"The Rev. Thomas Kettlewell was an Under-Graduate when I was a junior Fellow in Trinity College, Dublin, during which time I had frequent opportunities of observing his conduct, and knowing what his attainments were. He obtained a first-rate scholarship (indeed I believe the very first,) at a time when, I know, the competition was very great, and the answering of the candidates excellent.

"I understand Mr. Kettlewell is candidate for the Head Mastership of the Endowed School of Clonmel: from what I know of his habits and attainments I should say that I consider him well qualified to preside over and direct the moral conduct and intellectual pursuits of any large respectable seminary.

(Signed)

"HENRY H. HARTE, EX. F.T.C.D.

"December 8th, 1841."

"Rector of Cappagh, Diocese of Derry."

No. 5.

December 2nd, 1841, 9, Trinity College, Dublin.

"The Rev. Thomas Kettlewell has been known to me for nearly twenty years, and was my pupil in Trinity College, Dublin.

"His attainments as a scholar are of the highest order: he is a most accurate and well-grounded scholar; and, he obtained one of the highest College distinctions, which was that of *first scholarship* on superior answering. In all his examinations and duties he exhibited diligence and punctuality.

"As to his moral qualifications I do not know a gentleman of more honorable and punctilious integrity than Mr. Kettlewell: and, I have every reason to believe that he is actuated by deep religious principle, and that he is sincerely anxious to promote the cause of the gospel and the glory of God.

"He has had much experience in teaching, and from his character and acquirements I think that it would be difficult to find a more efficient and accomplished School-master.

(Signed)

"GEORGE SIDNEY SMITH, D.D., late F.T.C.D.,

"Professor of Biblical Greek in Trinity College, Dublin."

No. 6.

"Having had the pleasure of knowing Mr. Kettlewell intimately when we were both scholars of this College I feel great satisfaction in having an opportunity of bearing testimony to the excellence of his moral character, and to his eminent literary attainments.

"He is a classical scholar of a very high order, and, in my opinion, a man of decided talent, and I consider him in every way qualified to conduct a School or any other educational establishment with efficiency and success.

"Trinity College, December 8th, 1841."

(Signed)

"THOMAS M'NEECE,

"Fellow and Tutor of Trinity College, Dublin."

## CERTIFICATE.

No. 7.

"I have had the pleasure of an intimate acquaintance with the Rev. T. Kettlewell for many years, and I can conscientiously assert that he is eminently qualified, both as to literary attainments and high moral character, to fill the situation for which he is at present a candidate.

(Signed) "JOHN A. MALET,  
"Fellow and Tutor, Trinity College, Dublin."

"9, College, Dublin, December 8th, 1841."

## CERTIFICATE.

No. 8.

"I have very great pleasure in expressing my conviction of the fitness of the Rev. Thomas Kettlewell for the important and responsible situation which he is now solicitous to obtain.

"I am perfectly aware of his high qualifications as a classical Scholar, and of his possessing likewise those moral qualities of perseverance, steadiness, and decision, which are even more necessary to an instructor of youth.

"I cannot but anticipate that under his care the pupils of the establishment would be trained upon the soundest principles of Education, and fitted for those collegiate successes which Mr. Kettlewell has himself obtained.

(Signed) WM. ARCHER BUTLER,  
"Professor of Moral Philosophy  
"in the University of Dublin."

"December 7th, 1841."

No. 9.

8, Clare-street, October 31st, 1842.

"MY DEAR SIR—Although the Commissioners have not (nor probably will they for some time) received any rents from the Clonmel School Estate either for the payment of the Government instalment or of your salary, they determined to advance to you your salary at the rate resolved upon previous to your appointment, and, therefore, I enclose to you two drafts for £50 each, one for the quarter ending August 1st, 1842, the other November 1st, 1842, you will always be paid your respective quarters' salaries (I hope) with equal regularity. Please send by return of post two stamped receipts for £50 each. The person who took care of the house for three weeks certainly has a claim for payment. I wish that you would pay him what is right, (I suppose 10s. per week,) and I shall hereafter get remuneration for you. I hope the school is beginning to take root.—Yours faithfully,

(Signed)  
"WM. COTTER KYLE, Secretary."

"To Rev. T. Kettlewell,  
"Endowed School, Clonmel."

No. 10.

Lissenure House, Clonmel, 1st November, 1842.

"DEAR SIR—I have the honor to acknowledge the receipt of your letter of the 31st ultimo, enclosing two drafts for £50 each, the receipts for which I enclose.

"You will observe that I have drawn the receipts for monies on account of the rents of the estate of the Clonmel School, as I am not prepared to admit that a right is vested in the Commissioners of Education to determine or fix a salary for the Master of the School other than that already determined by the original grant made by the Founder.

"Believe me, dear Sir,  
"Yours faithfully and obliged,  
"THOMAS KETTLEWELL."

"W. C. Kyle, Esq., &c.,  
"8, Clare-street, Dublin."

No. 11.

Dublin, 24th October, 1843.

"SIR—We are instructed by the Rev. Thomas Kettlewell, Master of the Endowed School of Clonmel, to request from you—as Secretary to the Board of Education in Ireland—the following information respecting the endowment and the application of the funds derived therefrom, the Board having assumed the management and control of the estate. He has directed us to assure you that this enquiry is actuated by an anxious solicitude on his part for the permanent advantage of the foundation, and rendering productive for this purpose the funds arising from the estate, and he confidently hopes that the Commissioners will not withhold the information sought for.

"In the first place Mr. Kettlewell requests to be furnished with a rental of the lands, stating particularly the denominations, tenants' names, yearly rent, number of acres, and arrears due by the present tenants, as well as any that may be due by former tenants.

"In the next place he is desirous to know the plan proposed by the Commissioners for the management of the school and the appropriation of the funds, and, particularly, the sum intended for his use as Master now or eventually, and whether it is intended that any annual sum shall be appropriated for the remuneration of his assistants, and to what amount, apprizing the Commissioners that there are at present attending the school 12 boys, the sons of Protestant Freemen of the town of Clonmel, for whose instruction—according to the original foundation—Mr. Kettlewell does not receive any remuneration; also, whether any instalment or sum remains due to the Board by the late Master on account of the building.

"In conclusion we may be permitted to say that this communication is made expressly without involving or compromising the rights of any party, and with the utmost deference and respect to the Board, and a sincere desire for having matters arranged for the advancement and efficiency of the school with as little trouble to them as possible.

"We are, Sir,

"Your very obedient Servants,

"TERRY, SEYMOUR, and WEBB,

"25, College-Green."

"To W. C. Kyle, Esq.,  
"Secretary to the Board of Education,  
"8, Clare-street."

No. 12.

8, Clare-street, Dublin, 11th November, 1843.

"GENTLEMEN—In answer to your application on the part of the Rev. Thomas Kettlewell, I am directed by the Board to state to you that the Commissioners cannot recognise Mr. Kettlewell's right to call upon them for a rental of the Clonmel School estate; nor can they state their future plans and intentions with regard to the management of the Endowed School of Clonmel.

"I was directed to state to you at the same time for Mr. Kettlewell's information that he may rest assured that the Board does not entertain any intention or desire to apply the funds of the Clonmel School estate to any other purpose than the benefit of that endowment.

"I have the honor to be, Gentlemen,

"Your obedient Servant,

(Signed)

"W. C. KYLE, Secretary."

"To Messrs. Terry, Seymour, and Webb,  
"25, College-Green."

## EDUCATION IN IRELAND.—THE SCHOOL OF CLONMEL.

The Earl of MOUNTCASHEL rose to move, pursuant to notice, for a select committee to inquire into the state of the school of Clonmel. The noble earl said, that although his motion specially referred to a single school, it had a general bearing on the conduct of the Commissioners of Education in Ireland. He was sure that every one would admit that when those Commissioners transgressed their duty, they ought to be held responsible to parliament; and he should say that he had very grave charges to bring against them. Certain lands had been left by an ancestor of his for the endowment of the school of Clonmel, and those lands were vested in certain trustees named in the deed. He was himself at present one of the trustees; but the management of the school had been left to the Commissioners of Education in Ireland. Now, he had three charges to bring against the Commissioners for the manner in which they had fulfilled the duties which had thus devolved upon them. His first charge against them was, that they had unlawfully usurped the possession of the school lands; his second charge against them was, that they had not given a correct account to that house of all the instalments which ought to have been paid back out of the receipts of the school towards the liquidation of a sum of £4000 which had been advanced by her Majesty's government; and his third charge against them was, that they had during two years received sums amounting to about £1200, and that during that period they had only accounted for a sum of £100, which had been paid to the schoolmaster. In the year 1829 the Commissioners had applied to the Lord Lieutenant for a loan of £4000, in order to build a new school-house. That loan had been granted upon a mortgage being given on the lands of the establishment. But the application for the loan had been made, as he thought, in a most irregular manner, and without in any way consulting the trustees. The mortgage having been perfected, and the money having been advanced, instalments of it had been paid up to the present time. It appeared, however, that in the year 1841 the lease of the lands had expired, and then the Commissioners had obtained a conveyance of the whole of the property to themselves. By that means they had got possession of the estates, they had received the rents, and had prevented the trustees from interfering with them. For several years he had not been aware of the manner in which the property had been managed; and on his making inquiries of the solicitor and of the agent of the Commissioners respecting Mrs. Ainex (as we understood the name) who had signed the deed making over the property to the Commissioners, he had been informed by those gentlemen that that lady was dead. He had, however, afterwards accidentally ascertained that she was living in Paris. He had written to her, and she had informed him, in a letter which he should read to their lordships, that she had been compelled to sign the deed. (The noble earl here read the letter). It had been suggested to him that the matter might be referred to the Lord Chancellor of Ireland, but it so happened that the Lord Chancellor was himself one of the trustees.

The LORD CHANCELLOR—Then go to the Master of the Rolls.

The Earl of MOUNTCASHEL believed that the Master of the Rolls was also a trustee.

The LORD CHANCELLOR—Then do not send it to me, that is all (loud laughter).

The Earl of MOUNTCASHEL—It was decidedly a matter which required investigation, and he trusted their lordships would hear him. It was in their power to check the Commissioners in the same way as it was in the power of the Commissioners to check the trustees. The Commissioners had the power of enquiring whether the trustees did their duty, and he thought that it was perfectly competent to parliament to inquire whether the Commissioners had not exceeded theirs. He had already stated that the Commissioners, contrary to the act 53d

Geo. III., and contrary to the act of the 5th Geo. IV., had assumed powers not given to them by law. They had taken possession of the property, whereas they were authorised merely to watch over that property and to see that the trustees performed their duty. There was a clause in the 53d Geo. III. which empowered the Lord Chancellor to dismiss trustees guilty of any flagrant act, or of an improper use of their power, and to appoint other trustees in their place; but in the present case he would not advise the Commissioners to say that the trustees had been guilty of any act of the kind. The Commissioners had, no doubt, assumed powers to which they had no right; they had got possession of certain lands and received the rents without accounting to any one.

Lord WHARNCLIFFE—What can the House of Lords do in such a matter?

The Earl of MOUNTCASHEL was aware that his motion would be negatived, but he must show cause for bringing it forward.

The LORD CHANCELLOR—Somebody may show cause against it.

The Earl of MOUNTCASHEL—Any noble lord was, of course, at liberty to show that he was wrong.

Lord WHARNCLIFFE would not say that the noble earl was wrong.

The Earl of MOUNTCASHEL hoped their lordships would allow him to explain the case.

The Duke of WELLINGTON doubted whether it was worth the noble lord's while, as it was evident their lordships could do nothing in the case. It was evidently a case for a court of law.

The Earl of MOUNTCASHEL hoped he would be able to show that their lordships had the power to interfere. He had stated the first charge, and he now came to the second, with regard to which he thought their lordships could interfere. It appeared that the Commissioners had not given a correct account to their lordships' house of the instalments which ought to have been paid back out of the £4000 advanced by government. The return which had been made by order of their lordships on this point was not correct. The return which, on the 11th April, 1842, was ordered to be printed, was for an account of the expense of the school-house built under the superintendence of the board of education in Ireland, the money advanced, the amount actually repaid, and the balance still remaining due. When he turned to the head "Clonmel," he found it stated that the sum of £4000 had been advanced by government; that up to the present time £2400 had been repaid, and that £1600 remained due. That was not the fact. Being anxious to curtail his statement (hear) he would not refer to details on the subject, but he must say that that statement was incorrect. In the annual report made the other day it was stated that only eleven instalments had been received, whereas up to April, 1844, twelve instalments had been received. He thought their lordships had a right to take notice of this. His next charge against the Commissioners was, that they had received the rents of the property for two years, and had paid the schoolmaster no more than £100 a-year. On this head the Commissioners had upwards of £1300 to account for. When they made the two payments of £100 to the school-master, they wished to compel him to give a receipt in full, as if for the whole amount of the salary received by his predecessor but he refused; and even out of the sum which he received he had been obliged to pay the local taxes, the under masters, and the expenses of repairing the school. He would not have brought the matter forward if it had not been for the harsh conduct —

The Duke of WELLINGTON—Parliament can do nothing in the case.

The Earl of MOUNTCASHEL had felt it his duty to bring it forward. In the reports on the different schools he found it stated that amongst the best managed was that of Clonmel. In his opinion the Commissioners ought to have seen that the property was properly administered, in the way in which former trustees, among whom were ancestors of his own, had for a long period administered it.— He hoped he had succeeded in making their lordships aware of the circumstances of the case. He would willingly withdraw his motion if the noble duke —

The Duke of WELLINGTON—The motion is not made yet.

The Earl of MOUNTCASHEL would then move that a select committee be appointed to inquire into the charges which he had made against the Commissioners of Education appointed under the 53d Geo. III., with regard to the school and school lands of Clonmel.

The LORD CHANCELLOR said that the motion on the paper was respecting education in Ireland.

The Earl of MOUNTCASHEL—With regard to the School of Clonmel.

Lord WHARNCLIFFE said that on seeing the notice he had endeavoured to inform himself on the subject, but on applying to the members of the Irish government he found that they could not afford him any information about the object of the motion. He could not help thinking that the best way to remedy the grievance, if grievance there were, would be for the noble earl to draw up a statement of the case, and send it either to the Lord Lieutenant or to Lord Eliott, who would, no doubt, obtain some answer from the Commissioners of Education respecting it. It was quite impossible for their lordships to interfere, and the appointment of a committee of Inquiry, more particularly at that late period of the session, would be preposterous in the extreme.

After a few words from the Earl of GLENGALL,

The Duke of RICHMOND advised the noble earl to follow the course pointed out by the noble lord the President of the Council. The noble earl seemed to think that the matter could not be brought before the Lord Chancellor of Ireland because he was one of the trustees, but he was quite sure that the Lord Chancellor would be the first man to grant a remedy if the trustees had done anything incorrect.

The Earl of MOUNTCASHEL had never implied anything against the high character of the Lord Chancellor of Ireland. At the commencement of his speech he distinctly declared that in bringing these charges he did not wish to be considered as making any personal attack. This might be a subject for a court of equity; but when they considered the length of Chancery suits and the little that was generally left of the disputed fund to the parties, he thought that their lordships would agree with him in thinking that any other remedy would be preferable.

The Duke of WELLINGTON thought that this was a case which ought to be brought before the Court of Chancery in Ireland, as it appeared to him to relate to a breach of trust. As far as he could understand the noble earl—though he must confess it was very difficult to understand to what the noble earl wished to direct their lordships' attention—the present case seemed to involve, among other things, a breach of trust on the part of the board of education in Ireland, but, without saying whether the charges were well founded or not, he reminded the noble earl that there was an executive government in Ireland, and that any complaint made against the government board or against the board of commissioners, under any particular act, would be taken into consideration by the Lord Lieutenant or his secretary. If this were done in the present case, these Commissioners would be called on to give an answer, and if it should not prove satisfactory, then parliament might have the whole case brought before them. But their lordships' house was not to be turned into an executive government or a Court of Chancery for the convenience of the noble lord. He hoped their lordships would negative the motion.

The Earl of MOUNTCASHEL explained that his charges were against the Commissioners of Education appointed under the 53d Geo. III., and not against any other Commissioners.

The motion was then negatived.

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No. 14.

RETURNS.

Return of all Sums received each and every year by the Commissioners of Education out of the Estates belonging to the Free School of Clonmel, since the

expiration of the lease in 1840; specifying how much for rent of Farms, how much for Turbary, and how much for Fines; together with a statement of the arrears of rent due and unpaid up to the 1st May, 1844.

Year.	Rent.	Turbary.	Fines.	Arrears of Rent.
From May, 1840 to May, 1841	None	None.	None	Commissioners have no means of answering this Query.
From May, 1841 to May, 1842	None.	None	None.	
From May, 1842 to May, 1843	£600 15 11½	£18 5 0	None	None
From May, 1843 to May, 1844	The Accounts for the Year ending May, 1844, have not as yet been submitted to the Commissioners.			

Return of all Disbursements made out of the above Rents and Profits, specifying the Sums paid to Receivers, to Bailiffs, to Solicitors, and to the Master of the School.

Year.	Receiver.	Bailiff.	Solicitor.	Master.	Sundries.
From May, 1840 to May, 1841	None	None	None	Master in Receipt of the Rents.	None.
From May, 1841 to May, 1842	As above	As above	As above		
From May, 1842 to May, 1843	£ s d 30 19 0	£ s d 10 10 0	As above	£100	£ s d Tithe rent-charge .. } 42 3 6 Valuation of the Estate & Report. } 21 0 0 Surveys & Maps, Subscription to Dispensary, Stamps .. } 12 12 0 Making Roads, &c., in Bogs } 3 3 0 } 23 1 3
From May, 1843 to May, 1844	None	None	None	None	Tithe rent-charge } 38 0 8

## No. 15.

The Date and Amount of each Instalment repaid by the Commissioners to the Government on account of the Loan advanced of £4000, each and every Year since 1830, when the new School House was completed.

Date	Amount.	Date.	Amount
	£ s d		£ s d
1832. 24th January, ..	240 0 0	1838. 2nd April, ..	240 0 0
1833. 12th January, ..	240 0 0	1839. 22nd January, ..	240 0 0
1834. 11th March, ..	240 0 0	1840. 16th March, ..	240 0 0
1835. 18th March, ..	240 0 0	1841. 15th March, ..	240 0 0
1836. 12th March, ..	240 0 0	1844. 12th January, ..	240 0 0
1837. 3rd July, ..	240 0 0		

8, Clare-street, Dublin,  
31st July, 1844.

(Signed)

W. COTTER KYLE, Secretary.

## No. 16.

October 30, '44, 8, Clare-street.

"DEAR SIR—I, yesterday, brought your case fully before the Commissioners, and by their decision, aided by the exertions of the Agent, I shall be enabled to forward to you by return of post £400, on my receiving from you a stamped receipt for your Salary (two years) up to November 1st, '44.

"You can either send one receipt for the whole, or eight separate ones for the quarters. On receipt I shall send you the money by return of post; so that if there be any delay it will arise from yourself.

"Yours truly,

(Signed)

"WM. COTTER KYLE."

"If you send one receipt take care to send it on a proper stamp for £400.

"To Rev. Thomas Kettlewell,

"Endowed School, Clonmel."

## No. 17.

8, Clare-street, Nov. 1, '44.

"DEAR SIR—I enclose a draft for £400, your salary up to this day. Be so good as to acknowledge by return of post its arrival,

"Faithfully yours,

(Signed)

"WM. COTTER KYLE."

"To Rev. T. Kettlewell.

"Endowed School, Clonmel,"

## No. 18.

*Extract from the Land Commission Report, Part III., No. 832, Page 227.*

Clonmel, 25th September, 1844.

The Rev. Thomas Kettlewell sworn and examined—Where do you reside?—Lissenure House, Clonmel. Have you any preferment in the church? None whatever, I am Master of the Endowed School.

Have you any thing to say as to the management of the property belonging to that society in this neighbourhood? I have. The School was founded in the year 1685; it was a grant of land from an ancestor of Lord Mountcashel of 375 acres; it was left for the gratuitous education of the sons of Protestant Freemen

of the town of Clonmel; Mr. Moore, an ancestor of Lord Mountcashel's family, in that day, left two sets of trustees; the Duke of Ormonde as one joined with the Mayor of Clonmel for the time being; they were trustees for the inspection and management of the school. He appointed also two trustees for the management of the property. Those trustees appear to have made one lease of the lands at a rent for ever of £40 per annum. The trustees in whom the management of the money was placed having neglected their duty, the management of the estate fell again into the hands of the Mountcashel family. In the year 1788 there was a lease made by Lord Mountcashel of the lands at £200 a-year for a term of 52 years.

How did they get rid of the lease in perpetuity? The party having the lease was turned out for non-payment of rent. The lease was broken. (I speak merely from documentary evidence as to these dates). In the year 1788 a lease was made by the ancestor of the present Lord Mountcashel, letting the lands at £200 a-year. In the year 1802 the Master of the School, it seems, the Rev. Dr. Carey, finding that the party to whom they were leased had underleased them for £400, filed an information in the Court of Chancery. The Chancellor pronounced a decree in 1809; the original lease was destroyed, and the lease for £400 a-year was confirmed by the Chancellor, and the Rev. Mr. Labarte, of Kilvemnon, in this county, was appointed trustee to this lease of £400 a-year. The lease made for 52 years would expire in 1840. I should have mentioned that the Chancellor in pronouncing his decree gave the entire benefit of that lease to the then Master of the School. Dr. Carey died, I believe, about 1821. The Rev. Dr. Bell was appointed Master of the school. Upon the lease expiring in 1840, (I speak now only from hear-say,) Dr. Bell took the lands into his own possession, and received, I believe, from the tenants £600 a-year. In the year 1841, the Commissioners of Education asserted that they had discovered a representative of the original trustee of 1685, a Miss Stanwix, and they got her to execute a conveyance of those lands in their favor. The school having become vacant towards the end of the year 1841, or the beginning of 1842, Lord Mountcashel and the Marquis of Ormonde appointed me Master. Though I was appointed the 29th of January my appointment was not held as valid until the beginning of the month of May, and Dr. Bell was allowed to continue, though the school had been dismissed and the duties not discharged, in receipt of the rent. Then, about the 1st of May, the day on which the Commissioners acknowledged me as Master properly appointed, the Commissioners sent to the lands their agent, a Mr. Owen, and received possession of the estate. On the 1st November following I received a letter from the Commissioners of Education inclosing me £100, and requiring me to give a receipt for salary, that being the payment for the half year. I gave a receipt on account of rent, and since that day I have received no payment whatever from the Commissioners. They have received all the rents, whatever rents were received.

Was Dr. Bell paid by salary, or did he receive the rents? He received the entire rent, and had the management in his hands. The proceeding was altogether illegal, because the Chancellor having appointed a trustee during the time of the lease that was to expire in 1840, the Commissioners should have applied to the Court to nominate them as trustees as the trust had expired. I have received the opinion of a high legal authority, and his opinion is, that I am entitled to the entire rents and profits.

When you were appointed were you aware of the circumstances? I knew there was a debt upon the house, and I was under the impression that the lands had been valued at between 700 and 800*l.* a-year, an increase from 400*l.* a-year up to 740*l.*

Had you reason to think or believe, when you accepted the situation, that you were entitled to the rents of the land? Yes, unquestionably; the very man before me had it under the decree. Do you know what the Commissioners suppose the surplus funds are applicable to? They have never stated the purpose

to which they mean to apply them. When I received their letter, upon going to Dublin and conversing with Mr. Kyle, he said that the circumstances of the property did not admit of their giving more than 200*l.* a-year; and he said, but he did not bind himself to it, that when the debt was off the house I should receive more; but I contend that the Commissioners have only the power of superintendence. They have never come to look at the school, though I have been there since May, 1842, or to inspect the school. They have taken upon them the whole management of the estate, and kept the property from me, and have neglected the duties imposed upon them, and usurped rights to which they were not entitled. Lord Mountcashel, on the 19th of July, made a motion for a select committee of the House of Lords; the Duke of Wellington said, it would be improper to turn the House of Lords' committee into a Court of Chancery, and advised that a communication should be made to the executive in Ireland; and if redress was not given by the executive, to go to the Court of Chancery, and if that Court did not grant the redress expected, the Duke implied that in the next session a committee would be appointed to inquire into the circumstances of this property. The matter is now in the hands of Lord Elliott, and it depends upon his decision whether Lord Mountcashel will go into the Court of Chancery upon the subject.

## No. 19.

*Part II.—No. 556, Page 889.*

Mr. Edmund Byrne sworn and examined—1.—Where do you reside? At a place called Lissenure, at the extremity of the barony of Ikerrin, in the county of Tipperary.

2.—What is your occupation? Farmer entirely, occupying and renting land.

3.—What quantity of land do you occupy? I hold over 200 Irish acres, and in my own hands about 110.

5.—How much of the 200 acres of land do you till? About 30 acres.

10.—The land I hold I have no lease of whatever, and have not had for a number of years. I wanted to build a dwelling-house where I reside, and I applied to the Board of Commissioners of Education in Dublin, at least they have taken the management of it. Lord Mountcashel claims it, and other parties claim it. I believe it is still in dispute. I offered to build a dwelling-house and slated offices if they would pay half the expense, but they would not consent to it. I am only tenant from year to year.

11.—Did they give any reason for their refusal? No; they do not give leases at all; they have their estates under their control; and I never heard of their giving leases but to one Mr. Hawkworth. They have made a road into the bog for the people drawing turf, but they charged for the turbary, a thing unknown in the county before, till they come into the management of it two years ago.

12.—How was it managed before? It was under a lease, and the lease expired in 1840, and the Master of the Endowed School received the rent himself; it was set by trustees appointed by Lord Redesdale when he was Chancellor.

13.—Is the title in dispute so as to prevent them giving assistance? No; Lord Mountcashel and Lord Ormonde were the patrons of the school; the grant was by the ancestors of Lord Mountcashel to the corporation of Clodmel to support a school, and he and Lord Ormonde, who owned Clonmel, reserved the patronage; but the Commissioners took possession of the land as soon as the lease expired, and Lord Mountcashel says that they have done so without any authority. I believe the case is now before the Lord Chancellor of Ireland; but the tenants are very badly off from the uncertainty they are in as to improvements.

14.—Is it that uncertainty which prevents them granting leases? No; I never heard of their giving any leases, although they have a clause in the act authorising them to grant leases for 3 lives and 41 years; the property is going to ruin now in consequence.

15.—Did you apply to them to give you any assistance in building your houses? Yes; the full board met and refused it. I offered to expend the money if I was allowed half in the rent, and they refused.

36.—Do they leave any of those holding lands as labourers? Yes; they do generally, but the Commissioners would not let me have one single cottier, though I had 30 acres set to men at from two to five acres each; and when the Commissioners knew it, they took it all away from me, and the men are not so well off in consequence; because they have not liberty to get work from me; they take the land now from the Commissioners.

37.—What would you say was the usual rent of average good land in your district? I would say 30s. an acre is the rent I pay them now, though I never paid more than 28s. Irish, until they became the managers, and it is considerably too dear. We offered to the Commissioners, by memorial, to leave it to the valuation of the agents of three great properties, and the Commissioners refused; they would not let it be valued by these three gentlemen, but they leave it to their own agent, and whatever he fixes they charge as the rent. Before we got into possession under them, they sent down a Mr. Byrne, a Surveyor, from Dublin, to value it, but he never told us what he valued it at, nor would they tell us.

52.—When we pay up the rent, we get a receipt to the particular day the gale is due; but when the rent is not paid up in full, we get a receipt on account for so much.

No. 20.

Part III., No. 1066, Page 817.

Dublin, 4th November, 1844.

John Hely Owen, Esq., sworn and examined—1.—Where do you reside?—Belmont, Queen's County.

2.—What is your occupation and employment? I pay about 800*l.* a-year rent for land, and I have some agencies. I am agent to the Commissioners of Education.

17.—Have you read the evidence of the Rev. Patrick Larkin, relative to some property belonging to the Commissioners of Education in the county Tipperary? Yes.

18.—Have you any statement you wish to make in reference to that evidence? What I shall state in respect to that is, that I was appointed agent in February, 1842, to those lands in Tipperary; that prior to May, 1842, Mr. William Strong Loughnane was tenant, whose term expired the 1st May, 1842; that Mr. Loughnane had the lands sub-let to 52 under-tenants, which land contained 350 acres 2 roods 25 perches of arable land, and 35 acres 15 perches of bog. I received directions from the Commissioners to make a letting of the land to such of the tenants in possession as were men of good character at a fair and reasonable rent; and I did to every tenant I found in possession, no matter how small his holding was, at a smaller rent than Mr. Loughnane was getting from them.—And then I also received instructions to charge 2s. 6d. a perch for the turf bank; and I did it, though I may say that I laid out more of the Commissioners' money in making roads to the bog for the use of the tenants, and draining for them.—They had not roads before to the bog, or not sufficiently good roads. I laid out considerably more than the sum received for the turf in making those roads.—That part of Mr. Larkin's evidence which states that I had processed defaulters is true.

19.—How many do you think? About 7 or 8 defaulters; they would not pay without being driven to it. A memorial was got up, he says, signed by some of the tenants, saying that I had charged what rent I liked for the rent-charge and the bog. That memorial was referred to me to reply to it by the Commissioners, and I stated in reply, I had only charged a fair and reasonable rent for the said lands, and as a proof of my having done so, that I had offered £400

in two cheques on the bank to two of the tenants, if they gave me their holdings, to hold as tenants from year to year. With regard to that part of the statement made by the Rev. Patrick Larkin, that when rent falls due the tenants are seized upon; I say such is not the case—I swear such is not the case; and, I also swear, that I never made a seizure on such lands since I become agent but once, which was on a man named John Delahunty, which occurred in May, 1842, when those lands were re-let.

20.—How soon after the rent is due is it the custom to demand it? In the month of October the May rent is demanded; but we do not get it. There is often more than a year's rent due when a-half year's rent is paid. Some tenants will not pay it until a year's rent is due. When the wheat comes in they pay a year's rent.

Mr. Larkin seems to think that those persons had a right to the bog. They could not have that right, for, in May, 1842, when I got up the land, I set them the land exclusively for the rent which was fixed, reserving the bog to the Commissioners.

21.—Did you set the lands by a written agreement? By parole agreement; I had the bailiff of the estate with me; I said, as I went to each house, "I have valued your land at so much," and they thanked me, as it was less than they were paying; and I said, "I shall charge you something for the turf, and make roads with the money; if it was left with you, you would never make them. It will be done for your own benefit.

25.—Are those lands at present held by lease, or by tenants from year to year? From year to year.

26.—Is any system of improvement of either land or houses going on upon that property? I recommended to the Commissioners that money should be allowed to the tenants for draining, and the reply I received was, "that they could not then give any thing towards it, as there was money due to the government for the building of the school, and that the debt must be first paid."

The former tenant, Mr. Loughnane, was a defaulter as to the payment, and the government instalments became due, and until those were paid they could not give any thing towards it. I recommended that money should be given for slating the houses.

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No. 21.

Part III., No. 1079, Page 842

Dublin, 6th November, 1844.

William Cotter Kyle, Esq., further examined—1.—Having had an opportunity of reading the evidence of the Rev. Patrick Larkin with reference to a portion of the estate belonging to the Commissioners of Endowed Schools in the county of Tipperary, are there any remarks you wish to make upon it?

This estate has only very lately come under the control of the Board; since the resignation of Dr. Bell, the late Master of the Clonmel School, four years ago, and for the first two years they were obliged to let the entire estate to one tenant. They then sent down a professional Surveyor from Dublin to value and survey the estate, and acting upon that survey they let the land. They charge the tenants 2s. 6d. for the bog, and more than that sum has been expended in making roads and drains through the bog; but I believe the tenants were in the habit, during Dr. Bell's time, of selling the turf in the town. The Board do not allow that; they have expended more than they have received, as their report will shew.

Are you enabled to state whether the tenant exercised the privilege from time immemorial of cutting turf? I have not the most remote idea; Dr. Bell may have done what he liked, but the Board took the turf as their property; they do not recognise any such right upon the part of the tenants. When Dr. Bell was schoolmaster at Clonmel he got as much out of the land as he could, without taking care of the property.

5.—In regard to the charge of exacting rent very soon after it is due, I would state that from the circumstances of the charge upon the property being very considerable, it is necessary that the rent should be collected as soon as possible, as those charges out of the estate must be paid with punctuality.

No. 22.

*Part II., Appendix B., No. 61, Page 28.*

Statement of William Cotter Kyle, Esq., in reply to evidence of Mr. Edmund Byrne, No. 556, and the Rev. Thomas Kettlewell, No. 832.

“With regard to the extract from the evidence of the Rev. T. Kettlewell, forwarded to me, I have to state that Mr. Kettlewell is incorrect in stating that Dr. Bell, on the expiration of the lease in 1840, took the lands into his own possession, inasmuch as the Commissioners, acting on the advice of the Law Officers, let the entire estate for one year, from the 1st of May, 1840, at a rent of £600, which rent was receivable by Dr. Bell, the then Master.

“That the Board subsequently let the estate for another year to the same tenant.

“That in 1842 let their respective farms to the several tenants in actual occupation, at rents amounting in the whole to £600 12s.

“That in 1842, on the appointment of a new Master, the Board—having reference to the rents of the estate, and also to the large sum payable annually to government, as well as the other necessary annual charges—decided that they could not undertake to pay a salary to the Master of a higher amount than £200 per annum.

“That Mr. Kettlewell, on having been paid £100, refused to give a receipt for salary, stating that he would merely give it on account of the rents of the estate, as he denied the authority of the Commissioners to fix his salary. Under these circumstances the Commissioners felt themselves bound to withhold further payment of his salary. Mr. Kettlewell having, however, thought fit to forward receipts for his salary, has been paid all arrears up to the last gale day.

“That it is the intention of the Commissioners, as soon as the payment to the Government of the annual instalment of £240 shall cease, to apply the surplus rents for the benefit of the school.

“That as to Mr. Kettlewell’s statement of an usurpation by the Commissioners of rights to which they are not entitled, the Commissioners have acted under the direction of their law adviser.

“With reference to the extract from the evidence of Edmund Byrne, forwarded to me, I would beg to refer to my remarks on the evidence of Mr. Kettlewell; and, further to state, that the Clonmel School lands having but lately come under the control of the Commissioners—that the sums required to be paid annually out of the rents approach so nearly to the amount of the rental, that legal proceedings, as to the due application of the rents, having been threatened by Lord Mountcashel—the Commissioners do not feel justified in making grants for buildings or improvements on the estate.

“That the Board have no such leasing power as is stated by Mr. Byrne.

“That Mr. Byrne holds his land at the acreable rent which he proposed to pay for it.

“That the Board never dispossessed any tenant who paid his rent.

“That rather a larger sum than that charged for turbary was expended in making roads and drains through the bogs, for the benefit of the tenantry.

“I am ready at any time that I may be called on by the Commissioners to verify the above on oath.”

Extract from the *Tipperary Free Press* of 15th July, 1848.

NISI PRIUS COURT—TUESDAY.

Commissioners of Education *versus* Bell.

“This was an action for money had and received, and the defendant pleaded the general issue.

“Messrs. Brewster, Q.C., Radcliffe, Q.C., and Blake, were counsels for the plaintiffs; Messrs. Martley and Prendergast for the defendant.

“The action in this case was brought by the plaintiffs to recover the sum of £360 from the executors of the late Rev. Dr. Bell, being one and a-half year’s instalment of advances made by the Board, for the extension of the buildings of the school of Clonmel, of which the Rev. Dr. Bell had been Master up to March 1842. The school had been founded by the ancestors of the Earl of Mountcashel, and in 1821, Dr. Bell—a distinguished scholar—was appointed the Master, and continued to be such until 1842, when he was promoted to a benefice by the Bishop of Cashel, and Dr. Kettlewell succeeded to the vacant office.

“It appeared that the buildings attached to the school being out of repair in 1826, they were remodelled at an expense of £4000 by Mr. Payne, the architect, and that that sum was advanced by the Board of Education as a loan from government. This action was brought for one and a-half-year’s instalments.

“The whole of the facts on either side were admitted by consent.”

“For the defence it was urged that Dr. Bell had most distinctly by letter repudiated the idea of making himself personally liable, and only acted as an agent to apply part of the fund to the liquidation of the debt due to government; that there could not be an apportionment of the broken gale; and that in point of fact another party had been sued for the same debt.

“A verdict was found for the plaintiffs, subject to some legal objections taken by the defendant’s counsel.

Extract from Municipal Inquiry.

David Malcomson, Esq., affirmed.—“Witness knew the old Free School of Clonmel, in Church-lane, or Mary-street; believes it was endowed; there was a grant of lands near Thurles to it, by the representatives of the Mountcashel family and the Corporation, as he understood, about 200 or 300 acres, producing about £400 per annum; the lands are called Lissenure, but cannot say accurately the quantity. The representatives of Gilbert Maher are the present tenants, and pay their rent to the person who keeps the School, Dr. Bell; it was settled that the issues and profits should go to the Master of the Free School of Clonmel. These lands were vested in Trustees; witness thinks that the sons of Freemen have claim to be educated at that school free of expense, under the endowment; but, as far as witness knows, *the parents of the children pay for their education. Witness here, being a Freeman, said he had paid for his children.*

Extract from a report of the Municipal Inquiry commenced at Clonmel on the 10th October, 1833.

William Chaytor, Esq., Mayor, sworn and examined by Mr. Commissioner Hanna.—“There is a school for the education of the children of Freemen, but does not know that it is under the superintendance or control of the Corporation; the school is endowed with the lands of Lissenure; *is sure that the sons of Freemen are entitled to their education, free of expense at this school, as day-scholars;* does not know who endowed the school, or from what quarter the endowment is

derived, but always understood that *Freemen's sons were educated free of expense in virtue of that endowment.* Lissenure House, the present school, is not built on the ancient site of the old free school; the late *Colonel Bagwell appointed the present Master*; the old school-house was called the Free School of Clonmel; witness believes the new school is also called the Free School of Clonmel, and that the Master calls it Lissenure house; witness believes the site of the old school was not on the corporation estate, but on that of Mr. Bagwell, as is the new school-house, for which he believes no rent is paid; *Doctor Bell, Master, makes a reduction in the charges for day-scholars, sons of Freemen, but for whom he does make a charge*—on this subject witness speaks from his own knowledge, as he had two sons at the Free School; and he is not sure whether it was two guineas per annum or four guineas that *Dr. Bell deducted for them from his charges for day-scholars, not the sons of Freemen.* \* \* \* Witness never heard that the Rev. Mr. Carey made any charge for the education of *Freemen's sons, they received free education from him; supposes it was given as a matter of right.*"

## No. 26.

Lissenure House, Clonmel, 1st May, 1847.

"SIR—Having lately—by desire of the Earl of Mountcashel—submitted to the executive in Ireland a statement of the grievances of which I complain, with reference to the usurpation of the estate of the Clonmel Endowed School, and to the management of its funds by the Commissioners of Education in Ireland, and having failed in obtaining from the executive the redress which I sought, I request you will have the goodness to lay before the Commissioners the subjoined summary of the particulars which constitute my chief ground of complaint, in order that the Commissioners of Education may, in this final appeal to them upon my part, give full consideration to the statement which I now lay before them, and redressing injuries done to me as Master of the Clonmel Endowed School, prevent the very disagreeable necessity which, in the event of non-redress, will be imposed upon me of appealing to parliament in the assertion of what I conceive my rights, and in the exposure of acts on the part of Mr. Fetherstone, the Commissioners' Solicitor, which I am prepared to prove by the most indisputable evidence.

"The Clonmel Endowed School having been founded in the year 1685, for the gratuitous education of the sons of Protestant Freemen of the Clonmel Corporation, the entire funds were, from the year 1685 to the year 1829, (in which the present school-house was built,) paid to the Master of the school." The school funds were dispensed in this manner both by the trustees acting under the original deed, and by a decree of the Court of Chancery pronounced on the 12th of November, 1811.

"The lease with reference to which the Lord Chancellor pronounced the decree to which I have just adverted, having expired on the 1st May, 1840, and the estate having, upon the expiring of the lease, been taken possession of by Dr. Bell, acting as Master of the school—his appointment as such being altogether irregular and invalid, and his conduct in the management of the school being in direct violation of the terms of the deed of 1685—he entered into a compact with Mr. Fetherstone, and by the management of the latter, and with the connivance of the former, a fraudulent deed of conveyance was, on the 19th of April, 1841, extorted by menace from Miss Stanwix, whose illegitimacy I can prove to have been known to Mr. Fetherstone previous to the execution of the conveyance.—From May, 1840, to May, 1842, (the time of my appointment), Dr. Bell received the entire rents, and neglected to pay to the government two instalments of £240 each.

"The agent to the Commissioners having taken possession of the school lands on the 1st May, 1842, I—in the most decided manner—object to any sums re-

ceived out of the estate since May, 1842, up to the present day, being applied to the purpose of liquidating in any way the instalments which Dr. Bell left unpaid, or to their being applied to defraying the expenses attending the preparing and executing the fraudulent conveyance of 19th April, 1841.

"I require that I shall be reimbursed for the payments I have made up to the present for indispensable and necessary repairs, and for the several charges on account of Minister's money, poor-rates, county-cess, and municipal taxes.

"Conceiving that the withheld instalments should either be recovered from Dr. Bell's representatives, or remitted by the government—in consequence of palpable neglect in the payment of them not being enforced—I maintain that the debts for the building of the school-house should have been liquidated in October, 1846; and I require that the debt being liquidated, the school funds shall be applied according to the purposes specified and defined in the deed of endowment of 1685.

"Having stated as summarily as possible the chief grounds of complaint as submitted to the executive in Ireland, and the redress which I seek, I will feel obliged by your communicating to me the Commissioners' pleasure upon this appeal, and further by your submitting to the Commissioners my claim for remuneration as Master from the 1st November, 1846, to the present date, and for reimbursement of the sums specified in my letter to you, (dated 21st January last), together with additional charges on account of poor-rate, county-cess, and municipal taxes, up to the present date.

"With reference to remuneration as Master from 1st November to 1st May, I am prepared to give receipts—according to the arrangement made before the Chief Secretary and the Attorney-General in the month of October, 1844—with the understanding that such form of receipt shall be without compromise of, or prejudice to, my rights.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

THOMAS KETTLEWELL,

Master of Clonmel Endowed School.

To W. C. KYLE, Esq., Secretary to  
Commissioners of Education.

No. 27.

Copy of Commissioners reply to letter of 1st May, 1847.

8, Clare-street, Dublin. 5th May, 1847.

"SIR—I, yesterday, had the honor to submit to the Board (the Lord Chancellor being in the chair,) your statement, dated May 1st, 1847; and with reference thereto I was ordered to inform Mr. Kettlewell that his statement has been submitted to the Board; and that his salary will be paid to him upon his forwarding receipts for it, with any protest he may think proper to make in reference to them.

"That with respect to his statements as to the deed of 1841, the alleged illegitimacy of Miss Stanwix, and the other matters referred to, the Commissioners do not think there is any thing in them calling for their intervention, and are perfectly satisfied on the subject.

"And with reference to the amount due for instalments by the representatives of Dr. Bell, that the subject is under the consideration of the Attorney-General—and that the Board is not prepared to comply with the request of Mr. Kettlewell with regard to the instalments.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

W. COTTER KYLE, Secretary.

To. Rev. Thomas Kettlewell,  
Clonmel Endowed School.

No. 25

Total amount of money that has been received each Year by the Commission-  
 ers for the purchase and Maintenance of the Protestant  
 Schools, with an account of all the Annual Disbursements thereon; particularly  
 the Disbursements in the General Fund in account of the Loan advanced  
 to the Commission-  
 ers for the purchase and Maintenance of the Protestant  
 Schools, and the amount paid for Taxes, Salaries, or other disbursements  
 and the amount paid for Taxes, Salaries, or other disbursements

Year	Total amount of money received by the Commission- ers for the purchase and Maintenance of the Protestant Schools, with an account of all the Annual Disbursements thereon; particularly the Disbursements in the General Fund in account of the Loan advanced to the Commission- ers for the purchase and Maintenance of the Protestant Schools, and the amount paid for Taxes, Salaries, or other disbursements and the amount paid for Taxes, Salaries, or other disbursements	Amount of money received by the Commission- ers for the purchase and Maintenance of the Protestant Schools, with an account of all the Annual Disbursements thereon; particularly the Disbursements in the General Fund in account of the Loan advanced to the Commission- ers for the purchase and Maintenance of the Protestant Schools, and the amount paid for Taxes, Salaries, or other disbursements and the amount paid for Taxes, Salaries, or other disbursements	Amount of money received by the Commission- ers for the purchase and Maintenance of the Protestant Schools, with an account of all the Annual Disbursements thereon; particularly the Disbursements in the General Fund in account of the Loan advanced to the Commission- ers for the purchase and Maintenance of the Protestant Schools, and the amount paid for Taxes, Salaries, or other disbursements and the amount paid for Taxes, Salaries, or other disbursements	Amount of money received by the Commission- ers for the purchase and Maintenance of the Protestant Schools, with an account of all the Annual Disbursements thereon; particularly the Disbursements in the General Fund in account of the Loan advanced to the Commission- ers for the purchase and Maintenance of the Protestant Schools, and the amount paid for Taxes, Salaries, or other disbursements and the amount paid for Taxes, Salaries, or other disbursements	Amount of money received by the Commission- ers for the purchase and Maintenance of the Protestant Schools, with an account of all the Annual Disbursements thereon; particularly the Disbursements in the General Fund in account of the Loan advanced to the Commission- ers for the purchase and Maintenance of the Protestant Schools, and the amount paid for Taxes, Salaries, or other disbursements and the amount paid for Taxes, Salaries, or other disbursements
From 1st May 1812 to 1st May 1813	None	100 0 0	None	None	None
From 1st May 1813 to 1st May 1814	412 0 111	210 0 0	11 0 0	None	None
From 1st May 1814 to 1st May 1815	203 12 2	100 0 0	10 0 0	10 0 0	10 0 0
From 1st May 1815 to 1st May 1816	225 0 0	100 0 0	10 0 0	10 0 0	10 0 0
From 1st May 1816 to 1st May 1817	205 0 0	100 0 0	10 0 0	10 0 0	10 0 0

Houses of the Oireachtas

## No. 28.

Total Amount of Rents that have been received each Year by the Commissioners of the Lands endowed for the Support and Maintenance of the Protestant Free Schools, 1847, with an account of all the Annual Disbursements thereof; particularly the Sums repaid to the Consolidated Fund on account of the Loan advanced And also,

A Statement of the Sums paid to the Agents, Receivers, or others, for collecting and the amount paid for Tithe Rent-charge and

Year.	Total Amount of rents received by Commissioners of Education.	ANNUAL					
		Sumspaid on account of Salary to the Master.	Sums repaid to Consolidated Fund, on account of Loan, &c.	Paid for necessary Repairs to School-house.	Sums paid to agents, receivers, &c., for collecting rents.	Sums paid to Solicitors for law expenses & bills of costs.	
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
From 1st May, 1842, to 1st May, 1843,	None,	100 0 0	None.	None,	None,	None,	
From 1st May, 1843, to 1st May, 1844,	619 0 11½	None,	240 0 0	None,	41 9 0	None,	
From 1st May, 1844, to 1st May, 1845,	593 18 2	450 0 0	240 0 0	None,	40 4 0	16 12 6	
From 1st May, 1845, to 1st May, 1846,	595 0 8½	200 0 0	240 0 0	4 10 0	40 5 0	18 0 6	
From 1st May, 1846, to 1st May, 1847,	265 0 9	150 0 0	None,	None,	23 15 0	None,	

ers of Education in Ireland, appointed under the Act of 53 Geo. 3, out of the School of Clonmel, from the 1st day of May, 1842, to the 1st day of May, specifying the Sums paid on account of Salary to the Master and his Assistants, for building, and all Money paid for necessary Repairs to the School-house :

the Rents ; the Sums paid to Solicitors for Law Expenses and Bills of Costs ; Poor-rates during each of such Years.

## DISBURSEMENTS.

Paid for Rent-Charge.			Paid for Poor Rates.			Miscellaneous Disbursements.	Observations.
£	s	d.	£	s	d.		
None,			None,			Valuation and Survey of the Estate,	21 0 0
80	4	2	None			{ Making Roads and Drainage, Mapping, Dispensary, Stamps,	23 1 3 12 2 6 3 3 0 0 12 3
46	6	4	15	19	0½	{ Making Boundaries (half expense) and Drainage Allowance to Tenants, Stamps Dispensary,	16 17 11½ 10 19 2 0 12 3 3 3 0
41	15	10	20	2	9	{ Petty Disbursements Repayments to Mr. Kettlewell, Dispensary, Bog Roads, Allowance for building to Tenants, Agricultural Society, Stamps, Insurance,	0 10 7 26 2 0 9 6 8 4 18 2 1 10 0 5 12 6 3 3 0 1 11 3 42 11 6½ 2 0 0 0 11 0 7 16 0
41	18	1	6	3	6	{ Dispensary, Repairs of Bog Road, Boundaries and Drains, Allowed to tenants for potato land, &c, Stamps, Petty Disbursements Insurance	3 3 0 3 17 11 14 17 0 25 17 7½ 0 5 6 0 7 9 6 10 6

Note.—Subsequently to the Date up to which this Return is made a Sum of £100 has been paid to the Master, and a Gale of Tithe Rent-charge has also been paid.

12th July, 1847.

WM. COTTER KYLE.

TO THE EDITOR OF THE LIMERICK CHRONICLE.

Lissenure House, Clonmel, 8th July.

SIR—My attention has been directed to the following report contained in the *Limerick Chronicle*, of the 30th ultimo :—

“HOUSE OF LORDS.

“The Earl of Mountcashel presented a petition from the Rev. Mr. Kettlewell, Master of the Endowed School of Clonmel, and moved for some returns with respect to certain property in connexion therewith. The Petitioner, as we understood, complained of the conduct of the solicitor to the Commissioners of schools, in dismissing him from his situation.”

“The falsity of this report, and the very injurious consequences to which it might lead, if suffered to pass uncontradicted, oblige me to request from you an instant correction of what I must regard as either a very culpable neglect on the part of your reporter, or as a calumny upon myself.

“The fact that the notice of the proceedings of the House of Lords, on the 24th June last, was in the *Limerick Chronicle*, confined to the report of the presenting the petition, added to the fact, that the *Limerick Chronicle* alone, of all the papers which have recorded the proceedings of the House of Lords, on the 24th of June, furnished a report highly injurious, justifies me, you must admit, in requiring from you that by inserting this communication, you should make reparation for an injury so calculated to damage, in public estimation, both myself and the establishment over which I am placed.

“For the purpose of preventing such an effect, and of removing misconception on this subject, I feel constrained, both by a sense of duty and regard for my own character and position, to submit to the public, summarily, the contents of the petition, and the injuries complained of. I will, in doing so, confine myself to a bare and succinct statement of facts, and leave them for public judgment, without commenting or enlarging upon them.

“In the year 1685 a school was endowed in Clonmel by an ancestor of the present Earl of Mountcashel, for the gratuitous education of the sons of Protestant Freemen of the Corporation of Clonmel. The endowment consisted of 375 acres, plantation measure, in the county Tipperary. By the original deed of 1685 trustees were named for the management of the estate, and for the appointment of the master of the school. A lease of the school lands having been executed in May, 1788, for the term of three lives, or 52 years, at an annual rent of £200 per annum; and this lease having been vested in Stephen Collins, Esq., he, by indenture of April, 1796, demised the lands to Gilbert Maher at a rent of £400 per annum. In September, 1802, an information was filed by the Rev. Richard Carey, Master of the school, against Stephen Collins; and, in November, 1811, a decree was pronounced by the Lord Chancellor of Ireland, to the effect—“That the said lease of 1788 having been granted at an inadequate rent, should be brought in, and that the said Stephen Collins should execute an assignment of said lease to a trustee, and that the said Gilbert Maher should pay his rent to the Master of the school.” This indenture was executed, and the lands were conveyed to the Rev. Edward Labarte, a trustee appointed for the said purpose by the Court of Chancery. Upon the death of the Rev. Richard Carey, in 1821, the Rev. Dr. Bell, under an irregular and invalid appointment, got possession of the estate, and discharged the duties of Master. The school-house being in a dilapidated state, the sum of £4000 was, in the year 1829, advanced from the consolidated fund, for the purpose of building a new school-house, and secured by a mortgage of the school lands, to be repaid by instalments at 6 per cent. per annum. The school-house was finished in the year 1830. The lease of 1788 having expired in the year 1840, the Rev. Dr. Bell possessed himself of the school lands; and, on the 19th of April, 1841, by an arrangement concocted by Mr. Fetherstone, Solicitor to the Commissioners of Education in Ireland, Miss Emma Slaughter Stanwix was forced by threats and menace to execute (as the

*pretended* representative of one of the original trustees of 1685) a conveyance of the school estate to the Commissioners of Education in Ireland. That petitioner is prepared to prove that Miss Stanwix could not legally convey the lands, she being illegitimate; and is further prepared to prove by the most indisputable evidence that Mr. Fetherstone was fully cognizant of her illegitimacy at the time she executed the fraudulent conveyance of April, 1841.

“ Dr. Bell having, in the month of December, 1841, been presented to a living, dismissed the school; petitioner, having been appointed by the Earl of Mountcashel and the Marquis of Ormonde, Master of the school, in January, 1842, did not receive possession of the school-house until the month of May, 1842; having been kept out of possession, and not recognised as Master of the school, until the Commissioners had, on the 1st of May, possessed themselves of the school lands, under the fraudulent conveyance of April, 1841.

“ Lord Mountcashel having, on the 1st of July, 1844, brought the conduct of the Commissioners of Education, with respect to the management of the Clonmel Endowed School estate, under the notice of the House of Lords, was advised to submit to the Executive in Ireland the grievances of which his lordship complained. A statement of grievances having been submitted to the Chief Secretary for Ireland, petitioner, in October, 1844, had an interview with the Chief Secretary, and, in the presence of the Secretary to the Commissioners of Education and of the Attorney-General for Ireland, detailed the grievances complained of, (before specified) and more particularly, that in consequence of his having refused to sign receipts for salary all payments had been suspended, and that Dr. Bell had not paid the annual instalments of £240 each, for the two years previous to his resigning the school, although the rent had in those two years been raised to £600 per annum. This statement having been made, and not having received contradiction from the Secretary to the Commissioners, the Attorney-General (who was Counsel for the Commissioners) expressed his readiness, if redress was not given by the Commissioners, and the demands made by petitioner complied with, to file an information in the Court of Chancery for the purpose of compelling the Commissioners of Education to carry into effect the intentions defined in the original deed of 1685, and advised that the suspended payments should be made to petitioner, upon his giving a receipt as for salary, until the debt for building the school-house should be liquidated: that this form of receipt should, until the time specified, be without prejudice to petitioner's receiving remuneration according to the deed of 1685. The Attorney-General further advised that proceedings should at once be instituted against Dr. Bell, for the recovery of the withheld instalments of 1840 and 1841. In conformity with this arrangement, petitioner received on the 1st of November following a cheque for £400. Payments at the rate of £200 per annum continued to be made in quarterly payments of £50 each, until the month of November 1846, when, upon receiving a cheque for £50, petitioner refused to give a receipt for salary, as the debts in discharge of the loan of £4,000, should have been liquidated on the 1st of October, 1846—if the withheld instalments had, according to the advice of the Attorney-General, been recovered. Petitioner has, since the time of his appointment as master, discharged his duties zealously and efficiently, and carried into effect the expressed and defined intentions of the founder in 1685. Notwithstanding that his predecessor did not carry into effect the founder's intentions, and that his appointment was irregular and invalid, his predecessor not only received all the issues and proceeds of the school estate, but was allowed to close the school on his appointment to a living, and receiving until the month of May, 1842, the school income, to relinquish his charge as Master, with two instalments due on the Government loan.

“ Petitioner, since his appointment, has been obliged to pay the repairs of the school-house, and the keeping it in a habitable state, and has not received from

the Commissioners reimbursement for those sums. Estimates for further repairs have been submitted to the Commissioners, and not sanctioned. While the Commissioners of Education have neglected the duties imposed upon them by the 53rd Geo. III, they have under the fraudulent conveyance of April, 1841, assumed to themselves powers not contemplated by that act in the case of schools of private endowment. They have confined their attention almost altogether to the management of the school funds, and appropriated the proceeds and profits of the estate in such manner as it pleased them, contrary to the founders intention, the practice of all the trustees since 1685, and the decree of the Court of Chancery pronounced in 1811. While since the 1st of May, 1842, they have received £519 per annum from the school estate, they have paid petitioner only £200 per annum, and refused reimbursement for sums paid in repairs, and neglected the making any repair themselves. They have refused to give the Earl of Mountcashel information with reference to the income or expenditure, and they conduct all their proceedings as if not bound to render an account to any authority."

"Petitioner having in the month of April last submitted to the Under Secretary for Ireland, a statement of the grievances of which he complained, and solicited the intervention of the Executive in Ireland, failed in obtaining from the Irish Government the redress which he sought. Petitioner having subsequently addressed himself to the Commissioners of Education, and submitted a statement of the wrongs inflicted upon him, was denied the justice for which he is now obliged to appeal to the House of Lords. That the only reparation made by the Commissioners consists in their having paid to him (under protest) salary up to the 1st May, 1847. Petitioner expresses himself prepared to establish to the fullest all the allegations contained in this petition."

I have the honor to be, Sir,

Your obedient servant,

THOMAS KETTLEWELL, Clk.

Master of the Clonmel Endowed School.

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No. 30.

Macken's Hotel, Dawson-street, 31st December, 1847.

"SIR—The Earl of Mountcashel having, upon presenting a petition from me to the House of Lords on the 24th June last, moved for returns in reference to the receipts and expenditure of the Clonmel Endowed School estate, and those returns having been ordered by the House to be furnished by the Commissioners of Education in Ireland, I have the honor to request you will have the kindness to procure for me a copy of the returns furnished by the Commissioners; you will kindly excuse me for trespassing upon you with this request, when I assure you that a knowledge of the contents of this return will be of essential service to me at the present moment.

"You will confer an additional favor upon me, if you can advise me of the result of the proceedings instituted by the Commissioners of Education for the recovery from his representatives of two instalments of £240 each, due to the Consolidated Fund for the building of the school-house, and not paid by the late Master of the school, the Rev. Robert Bell.

I have the honor to be, Sir,

Your obedient Servant,

(Signed)

THOMAS KETTLEWELL,

Master of the Clonmel Endowed School.

To T. N. Redington, Esq.,  
Under Secretary,  
Castle, Dublin.

No. 31.

Dublin Castle, 3rd January, 1848.

"SIR—I have to acknowledge the receipt of your letter of the 31st ultimo, and in reply to state, that there are no means of furnishing you with a copy of the returns to which you refer, no copies being kept in this office of parliamentary returns from other departments. The proper way to obtain a copy would be by the returns being ordered by the House of Lords to be printed.

I am, Sir, your obedient Servant,  
(Signed)

Rev. T. Kettlewell,  
Macken's Hotel, Dawson-street.

T. N. REDINGTON.

No. 32.

## THE CLONMEL ENDOWED SCHOOL.

PRINCIPAL:

THE REV. THOMAS KETTLEWELL, EX-SCHO. ; T.C.D.

A consideration of the prudence of discontinuing a boarding-school, suggested, in the first instance, by the high prices of provisions, and the reduction in income so generally prevailing, has been, by the Principal of the Clonmel Endowed School, the more particularly resolved into a determination in consequence of the injurious treatment which he has experienced from "the Commissioners of Education in Ireland," who having, upon his appointment as Master in May, 1842, usurped possession of the school estate under a fraudulent conveyance concocted by their solicitor, and extorted in April, 1841, under threats and menaces from the party who executed it, (of whose incapacity the solicitor was fully cognizant) have, since their usurpation of the estate, dispensed the proceeds of it, without regard to either the rights of the Master, or the interests of the school.

Influenced by such considerations, the Principal has dismissed boarders, and intends confining his operations to the purposes of the endowment, and the maintaining, for the advantage of the town and neighbourhood of Clonmel, a day-school.

The duties imposed upon the Master by the deed of foundation being fully remunerated (when the Commissioners shall have carried out the Founder's clearly-expressed intentions,) by an income the largest in Ireland derived from private endowment, he is enabled to extend the advantages of such an establishment at a charge proportioned to the expenses of the times, and exceedingly moderate, when considered in reference to the qualifications and high collegiate distinctions of himself and of his brother, by whom he is assisted in conducting the school.

The hours of attendance are from 7 o'clock a.m., to 9 o'clock; and from 10 o'clock a.m., to 3 p.m. Terms for pupils to be prepared in the classics and science required for the under-graduate course in Trinity College, Dublin, £10 per annum; and for all pupils not intended for the Universities, £8 per annum.

Lissenure House, Clonmel, 24th January, 1848.

No. 33.

8, Clare-street, Dublin, 19th June, 1845.

SIR—Having submitted to the Commissioners your application for payment of certain sums stated to have been expended by you at Clonmel school-house during the last three years, I was directed to inform you that on your forwarding to me the proper vouchers for the following sums, payment shall be issued to you, viz. :—

Insurance, .. .. .	£26	2	0
Taxes, .. .. .	9	6	8
Cess, .. .. .	4	18	2
Poor Rates, .. .. .	12	3	9
	<hr/>		
	£52	10	7

The consideration of the other items was postponed. There is one item, £5 12s. 6d., incumbency money, the meaning of which I do not understand.

I am, Sir, yours truly,

To Rev. T. Kettlewell,  
Endowed School, Clonmel.

(Signed)

WM. COTTER KYLE, Secretary.

No. 34.

Clonmel, 18th October, 1847.

"SIR—Having, in letters dated respectively 16th June, 1845, 9th June, 1846, and 21st January, 1847, made application to the Commissioners of Education for reimbursement of sums expended by me upon, and in connection with, the Clonmel Endowed school-house, I desire to remind you that in reply to my first application the Commissioners, by letter dated 19th June, 1845, ordered reimbursement in the sum of £52 10s. 7d. on the items of insurance, taxes, cess, and poor-rates; that in reply, dated 2nd July, 1846, to my application of 9th June in the same year, the Commissioners expressed "their regret that they were not in possession of funds to reimburse me," and directed you "to state their willingness, when sufficient funds should be at their disposal, to repay me the sums expended; and also to make such further outlay on the school as might tend to its permanent benefit and success;" and that in reply, dated 10th February, 1847, to my application of the 21st January, the Commissioners "repeated the expression of their regret at not being possessed of funds to reimburse me."

"I beg you will have the kindness to bring again under the consideration of the Commissioners the several applications which I have made, and their replies to them, and to submit to them again my demand for reimbursement.

"Having, since the time of my appointment as Master, devoted myself zealously and assiduously to the duties of the school, engaged the most able assistants in the conducting of it, and more than complied with the intentions of the Founder, I feel that I have not received from the Commissioners of Education the justice to which I was entitled; nor has the establishment over which I am placed engaged their consideration nor care. Having, under expectation of a competent provision, relinquished my prospects in the church, I have, up to the present, received a very insufficient remuneration. With the exception of reimbursement in the sum of £63 8s. 1d., (on account of insurance, incumbency, cess, and poor-rates,) and of the sum of £4 10s., (paid in 1845 for whitewashing).—I have been, since May, 1842, obliged to pay all charges affecting the school-house, incidentally as taxes, and necessarily as repairs.

Believe me, Sir, yours faithfully,

THOMAS KETTLEWELL.

To W. C. Kyle, Esq., 8, Clare-street, Dublin.

No. 35.

8, Clare-street, Dublin, 17th November, 1847.

"SIR—Your letter of the 18th October, asking reimbursement for certain monies, stated to have been expended by you at Clonmel school-house, having been submitted to the Commissioners, I was directed to inform you that the same obstacle exists thereto, as did when my former letters upon the same subject were forwarded to you."

I am, Sir,

Your obedient humble Servant,

(Signed)

WM. COTTER KYLE, Secretary.

To Rev. T. Kettlewell,  
Clonmel Endowed School.

10th July, 1813.

“Whereas many of the abuses in schools, of public and private foundation in Ireland, and the misapplication of their several funds and revenues, have proceeded from the delays, difficulties, and expenses attending the usual way of proceeding in such cases, by bill or information in the Courts of Equity; and whereas it is necessary for the better regulation of the several endowed schools in Ireland, and for the more efficient control of the conduct of the Masters and other persons concerned in the management and direction thereof, that Commissioners should be constituted and appointed for the purpose of visiting, regulating, and superintending the management and due application of the funds and revenues of the said schools, as well those of private foundation, as those which have been founded and endowed by the crown, or established and confirmed by the authority of parliament, or for the maintenance and support of which any sum or sums of money have been at any time granted by parliament, or been devised or bequeathed by private persons, or in any manner granted or appropriated, excepting such only as are herein after mentioned and excepted: be it enacted, &c. [Here follows “Commissioners appointed to be a Corporation”]:—

VIII. And be it further enacted, that the Secretary of the said Commissioners shall keep a Book or Journal of the proceedings of the said Commissioners at their several meetings, and shall enter therein, the names of such of the said Commissioners as shall be present at each meeting, and all reports from time to time made to the same Commissioners; and the said Commissioners shall, once in every year, within 14 days after the 25th of March, make a general report of all their proceedings under this act for the year preceding, ending on such 25th day of March, to the Lord Lieutenant, or other Chief Governor or Governors of Ireland, under the hands and seals of the said Commissioners, to be laid before both Houses of Parliament; and the said Secretary shall, at any time or times when he shall be thereto required or directed by the Lord Lieutenant, or other Chief Governors for the time being, or his or their Chief Secretary, or by the said Commissioners, deliver to the Lord Lieutenant, or other Chief Governor or Governors, or his or their Chief Secretary, a true copy of the whole, or of so much and such parts of the said proceedings of the said Commissioners, as shall be from time to time required.”

Sections 9 & 10 give to Commissioners powers to visit the several Endowed Schools, to appoint assistant-visitors to act in their stead, and to take cognizance of conduct of Masters and Assistants, to deprive of office, by requiring Patrons to appoint in 3 months; and, in the event of non-appointment by Patrons, to nominate and appoint themselves.

Sections 11 & 12 give Commissioners uncontrolled power over Schools of Royal Foundation as to application of Revenues. Royal Schools specified in these sections.

Section 15. „ And whereas there are in different parts of Ireland, various other Schools of private foundation and endowment, many of which are mentioned and specified in the 12th and 13th reports of the said Commissioners, appointed under the said recited Act of the 46th year aforesaid, for enquiring into the several funds and revenues granted for the purposes of Education, and into the state and condition of all Schools in Ireland; and some of the said Schools are possessed of considerable estates in land and other property, with respect to the application of which for the purpose of the several Schools, and to carry into effect the intentions of the founders, certain regulations may be required: be it therefore enacted, that it shall and may be lawful to and for the Commissioners under this Act, for the purpose of examining into the management of funds of such private Schools, and the due application of the same, to visit and regulate all such schools of private foundation and endowment in Ireland, as are endowed

and supported by the bequests and donations of the founders thereof, or are assisted by any Parliamentary grant from time to time.

Section 16. "And, be it further enacted, that in case of the disobedience of any order or regulation of the Commissioners under the Act, or of any other persons acting as visitors under their authority, made respecting the said Schools of private foundation, whenever it shall seem expedient to the said Commissioners, then an application shall be made to the Lord High Chancellor, or to the Commissioners for the custody of the Great Seal of Ireland, for the time being, for the enforcing of any order or proceeding of the Commissioners under the Act, for the better regulation or management of any such Endowed Schools of private foundation in Ireland, as well as of any of the other Schools already described in the Act; it shall and may be lawful for the Commissioners under this Act, to make a summary application, by petition to the Lord High Chancellor, or the Commissioners for the custody of the Great Seal, praying that an order may be made by the Lord High Chancellor, or Commissioners for the custody of the Great Seal, on the subject of said application; whereupon it may and shall be lawful for the Lord High Chancellor, or the Commissioners for the custody of the Great Seal, upon such summary application, to make such order and to give such direction respecting any such Endowed School in Ireland, of private foundation, as to him or them shall seem fitting and expedient for the purposes aforesaid, or any part thereof, and to direct that the costs of such application shall be paid out of any fund or funds appropriated to the use or benefit of the school respecting which such application shall be made as aforesaid: provided always, that in all cases on which an application shall be made to the Lord High Chancellor, or Commissioners for the custody of the Great Seal, by the said Commissioners under the Act, whensoever it shall appear to the Lord High Chancellor, or Commissioners for the custody of the Great Seal, that the mismanagement of any such Endowed School, of private foundation, or the misapplication of its funds and revenues, are so great as to render the Directors, Managers or Trustees thereof, unfit to continue to have the management of such Endowed School of private foundation, or the direction or application of the funds and revenues thereof; that then and in such case it may and shall be lawful for the Lord High Chancellor, or Commissioners for the custody of the Great Seal; and they are hereby empowered, to declare and decree such Directors, Managers, or Trustees, to be removed from the trusts of such Endowed School of private foundation, and the management thereof; in which case the Lord High Chancellor, or Commissioners for the custody of the Great Seal, may further direct that the execution of the said trust or trusts shall devolve upon, and be vested in the Commissioners under this Act, or be provided for in such other manner, as the Lord High Chancellor, or Commissioners for the the custody of the Great Seal, shall by his or their order think fit to direct; which the Commissioners under this Act, and their successors, or the other persons on whom the trust or trusts shall be so decreed to devolve, shall in that case have the funds and revenues, direction and management, of the said schools vested in them."

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I certify, that the papers contained in the foregoing Appendix, numbered from 1 to 36 inclusively and consecutively, are true and faithful extracts from, and copies of, the original documents.

THOMAS KETTLEWELL, Clk.  
Master of the Clonmel Endowed School,