[Dec. 1887]

[PRIVATE.] See Jas's "memo on Murray's Printed Letter to the Bd of G's Dec 1877"

LETTER

TO THE

BOARD OF GOVERNORS OF McGILL COLLEGE.

GENTLEMEN,

It is now nearly two years since I laid before you a statement in reference to the terms on which I had been induced to accept my present position in McGill College. The Committee, whom you appointed to inquire into the statement, brought in a Report, which omits so many essential points, and gives such a colour to the rest, that I had no alternative but to expose its errors and omissions. I certainly expected that these inaccuracies would have been frankly acknowledged, when they were pointed out; and I have done everything that I could in a quiet way to obtain an amendment of the Report in accordance with my criticism. Of course it is a very easy way to get rid of an unpalatable argument by simply refusing to discuss it at all; but whether it was respectful or not on your part to dismiss my criticism in that easy fashion, you cannot afford to leave unexplained the facts to which your attention will now be drawn.

Your action in reference to the matter hitherto has evidently been owing to the fact, that most of you have no knowledge of the case, except as it has been presented in the Committee's Report. I cannot, therefore, find any way of vindicating my own action in the matter, but by presenting a statement of the facts in a printed form, which will be conveniently accessible to every member of your Board. It is possible that an attempt may be made to prejudice my plea by the assertion that I had an opportunity of defending it before your Committee. It is true that, when the Committee entered upon their inquiry, I was asked to make a statement; but at that stage, if the Committee had made up their minds on the subject, they gave me no hint of the drift of their Report, and the Report in fact shows an incomprehensible oversight of some of the most essential facts, to which attention was drawn in my statement. It was wholly impossible, therefore, for me to anticipate the strange line of argument adopted by the Committee; and I had consequently no opportunity of defending my claim against their objections before they drew up their Report.

It is thus a matter of simple justice, that you should be made fully acquainted with the facts of this case; and you may then judge whether these can be reconciled with the theory of the Committee. I am forced to take this course all the more from the fact, that the Committee's Report reflects, though unintentionally, on my personal character. To the Committee my plea appears so baseless, that they have evidently been afraid you might suspect me of having "invented an unfounded claim for personal gain" (*Report*, p. 10); and accordingly they find it necessary to assure you that they exonerate me from any such charge, as they believe that I had quite conscientiously fallen into an erroneous impression about the terms of my appointment. I fully appreciate their generosity in thus exculpating me from any dishonest invention; but I should have preferred simple justice to generosity. And if the Committee had merely presented you with a full and impartial narrative of the facts connected with my appointment, such an exercise of justice would have relieved them from any demand on their generosity. This will appear from the following statement of the facts, which I am obliged to give you myself.

There could be no such intention

In the autumn of 1871, on learning that the Chair of Philosophy in McGill College had become vacant by the illness or death of Professor Forbes, I wrote a private letter to the Principal, inquiring about the position. The Principal's reply showed me that the position was decidedly inferior to that which I held at the time in Queen's College; and the subject accordingly dropped, so far as I was concerned. I attached no value to a correspondence which had thus led to nothing; I kept no copy of it, and had entirely forgotten its tenor. I should not, therefore, have mentioned it now, had not the Committee been put in possession of it, and referred to it in their Report. But the correspondence in itself is of no value, and is dismissed by the Committee themselves as if it need never have been introduced into the case.

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In the following spring—March 9th, 1872—began the correspondence which I put into the hands of the Committee, and which is alone of any value or interest in connection with my claim. The opening letter was from the Principal, stating that he had been authorized by the Board of Governors to invite me to become a candidate for the Chair of Philosophy, on the understanding that, if appointed, the salary should be $1800 at first,

with the probability of a full professor's salary of $2600, "should sufficient funds come in." The offer was perhaps somewhat indefinite. It might have been understood as implying that the full salary was to be given if sufficient funds were available from any source; but it certainly implied at least that that would be the case, if a special endowment were provided for the Chair of Philosophy. If any doubt existed on this point, it was set at rest by a letter which followed a few days afterwards. For before I had time to give any definitive answer to the invitation of the Board, I received another letter informing me that there was some prospect of a special endowment for the chair to which I was invited. It need not be said that this information would have been meaningless, and worse than meaningless, if it had not been intended to make me understand that there was a prospect of "sufficient funds" being soon obtained to raise my salary to the amount promised. It thus appears that, from the very beginning of the negotiations, this prospect was held out as one of the principal inducements to accept the invitation of the Governors.

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Even after this inducement was offered, the correspondence shows that I continued to hesitate, and it is but fair to remind you that, all through the negotiations, I never once solicited the appointment, but, on the contrary, it was pressed upon me by presenting in their most tempting form the terms which the Governors offered. No one could have expected me to be eager for the appointment. The salary offered by the Governors to begin with was identical with that which I was promised in Queen's College; and there was also some prospect of an increase there, if I had remained. Considering, therefore, the difference in the cost of living between Kingston and Montreal, the terms offered by the Governors of McGill College would have involved me in a serious financial loss, if I had not had a reasonable certainty of an early addition to my salary. In view of this, I suggested that some definite guarantee of such an addition should be given by making it a first charge on any augmentation of the funds of the University. The reply to this suggestion points out that, for reasons which will be noticed afterwards, the Governors could not put their stipulation in that form, but that "the *precise* terms which can be offered would stand thus:—

"1. The salary of $1800 at once;

"2. The probable succession to the combined chair of English "and Philosophy, with salary of $2600 ;

"3. The benefit, in the way of increase up to $2600, of any "special endowment that may come in for the chair of Philosophy ;

"4. Such increase as the funds of the College may warrant "from time to time, in anticipation of the two last—this at the "discretion of the Board as to rate and time."

This, it will be observed, did not remove my difficulty with regard to the absence of any guarantee for the increase of my salary in the event of no special endowment being provided for my chair ; and therefore even these terms, had they stood alone, would not have induced me to accept the invitation of the Board. But the terms were accompanied with the important information "with reference to No. 3 of the conditions within, that there actually exists at present a prospect, *not very remote or uncertain*, for the further endowment of the chair..... .But there is no prospect of a result in time for the present election, though it may come soon after." To this was added the assurance that the "Board of Governors has not been disposed to act ungenerously to professors, and the fact that they have taken the first opportunity which offered to add $600 to the salary of this chair affords some earnest of their disposition as well as of our prospects." It was, as the correspondence shows, the assurance and the prospect thus held out that weighed with me in consenting to offer myself for the chair. At all events, when I did consent, it was on "the precise terms" stated, and on these alone. The Board, therefore, knew the terms on which alone I was willing to accept the appointment. These were the very terms which they themselves had offered without any solicitation from me ; and if they never made any objection to the terms, but proceeded to appoint me unanimously as soon as I made known my acceptance, it must be presumed that these were the terms on which they made the appointment.

Now, two days after I had written to accept "the precise terms" offered by the Governors, I received a letter informing me that "steps would be taken at once to call a meeting of the Board" to decide upon the appointment. Ten days after that, —on the 11th of April,—the Board met; and I was informed that they *decided unanimously* to proceed to my appointment at the earliest date allowed by Statute, that is, at a meeting called on fifteen days' notice. Meanwhile, I was further informed, the

proposed minute, containing the conditions of my appointment, would be sent to me for approval. The precise conditions of my appointment, it will be remembered, had been fully agreed upon in the previous negotiations. No hint was given then, or has ever been given since, that any one objected to these conditions; and consequently I took for granted that the minute to be sent to me was simply to embody in formal shape the agreement already made as to the conditions on which I was to be appointed.

It now appears that the minute contains no explicit stipulation about a special endowment. I cannot remember that the omission was noticed by me at the time. If it had been, I have no doubt I should have taken for granted that it was considered unnecessary to make any explicit statement, as I had already received sufficient assurances on the subject, and all through the negotiations it had been assumed that, as a matter of course, a special endowment would be applied to the increase of my salary. In the correspondence there is absolutely nothing said to draw my attention to the omission, not a hint to warn me that the minute was not to be taken as substantially identical with the terms previously offered.

I was thus led to accept my present situation, not only on the assurances which had been given to me that my salary would be made up to the full amount of $2,600 as soon as a special endowment was provided for my chair, but on the still more definite assurance that such an endowment might be expected with certainty at no remote date. It was therefore no surprise to me when, at the close of my first session, an announcement was made that a munificent friend of the University had endowed the professorship of Mental and Moral Philosophy. At the same time, of course, I did not expect any immediate benefit from this, and should not have been altogether surprised if I had been obliged to wait a year till the Board had begun to realize a revenue from the endowment before making up my salary to the amount promised. It was, therefore, something of a surprise when I learnt that the Board had added $400 to my salary, three months after the endowment had been announced. I took this as a generous partial anticipation of the fulfilment of the terms on which I had been appointed, and looked for the complete fulfilment within a reasonably early period. Month after month passed, however, without my expectation being realized; and by and by I became aware of difficulties connected with the financial position of the

University, arising partly from the strain upon its resources caused by the rapid expansion of its work, but more especially by the seigniorial claims upon its estate, and by the litigation connected with the Crystal Palace property. Even, therefore, if I had not had a disinclination, which I share with many whose habits have been formed by academical life, to dun men for money, however justly due, I should have felt unwilling to increase the embarrassments of the Governors by making, at an inconvenient time, a claim, which I had reason to believe they would recognize as soon as possible. Moreover, representations were repeatedly made to me, which I could not but respect, and which induced me to believe that it would be in the highest degree injudicious to insist upon my claim in the financial condition of the University at the time. In this way I had to wait till August, 1880, before my salary was made up to the sum promised; and when the addition was made, it was accompanied with such a lugubrious statement of the financial prospects of the University, that it would have appeared a ridiculous impropriety to have pressed any further claim at the moment. In fact, it was but a few months after this, when the professors were all warned of a possible reduction of salaries by one-eighth; and the possibility of such a reduction continued to threaten us for a considerable time. I could not, therefore, with any regard for the interests of the University, or even of myself, have presented my claim earlier than I did. The practical result has thus been, that even if accumulated interest is left out of the calculation, I have been deprived of an amount equal to a whole year's salary, which should have fallen to me if the terms offered to me at the time of my appointment had been carried out.

Such are the simple facts upon which I based my claim. There is not a statement I have made in regard to the facts of my appointment, which is not authenticated by the evidence laid before the Committee. Now let us see the version of these facts which your Committee have given.

1. In the first place, they have totally misunderstood, and have thus been led to misrepresent, the nature of the correspondence which I put into their hands as evidence of my claim. They never refer to it, so far as I have noticed, without describing it as "private" or "unofficial," if they do not even emphasize their description by using both terms. They thus display an incomprehensible eagerness to prevent you from supposing that

the correspondence was in any respect of an official character. I shall not quarrel with the Committee as to the technical meaning of the word "official," when applied to a correspondence; but certainly, in the common understanding of men, a letter is considered purely private and unofficial only when the writer acts on his individual responsibility as a private person, and not as the holder of an office, or the authorized representative of others. Now, I have already stated to you that, in the opening letter of the correspondence, the Principal represented himself as authorized by the Board of Governors to invite me to become a candidate for the chair of Philosophy on certain terms. Here are his exact words: "At a recent meeting of the Board of Governors, I requested permission to invite you to become a candidate for our chair of Logic and Mental and Moral Philosophy, with the understanding that, if elected, the salary would be $1,800 (say eighteen hundred dollars) at once, and that the title of Professor should be added, with the probable succession to the combined chair of Logic, &c., and English, with salary of $2,600 (say £650), and also with the probability of a full professor's salary for the chair of Logic, etc., alone, should sufficient funds come in. This was agreed to," and so on. Do your Committee mean to assert that that letter was written by the Principal simply as a private gentleman, and not as an officer of the University, who had been authorized by the Board of Governors to tender the invitation which his letter contains? Unless the Committee suppose that I was to insult my correspondent by questioning his authority, they must admit that it was impossible for me to regard his offer as made to me on his own responsibility alone, that I had no alternative but to consider it as tendered officially by him in the name of the Board of Governors. In fact, in the very letter in which the Principal states in full detail "the precise terms" offered to me, he informs me that *he had no authority* to make an additional stipulation which I had asked; and I submit that that language is unintelligible, if it did not imply that he *had* authority to offer the terms specified. What terms have been adhered to.

Salary $1800

Certainly not but this does not touch the case

No authy to comply with the requisition made

2. It might be considered that the Report of the Committee was sufficiently disposed of by correcting this fundamental mistake, for the theory of the Report is throughout based on the assumption that the offer, by which I was induced to accept my professorship, had been made by the Principal on his sole respon-

(not so)

sibility, and had never received any sanction from the Board of Governors. But even if this assumption of your Committee had been correct, they give you a very inadequate conception of the prominence attached to the stipulation that I was to receive the full professor's salary as soon as a special endowment was provided for my chair. They refer to it as a "private suggestion" of the Principal's, in such a way that you might be led to fancy that it was merely a passing allusion to which I ought never to have attached any importance. Now, the real fact is, that this was the single inducement by which it was expected that I might be tempted to accept the invitation of the Board. Apart from this the invitation would have been incomprehensible. It would have been an invitation to come and live in Montreal on the same salary as in Kingston, and with no more definite prospect of increase here than I had there. I cannot believe that your Committee, on drawing up their Report, had clearly realized what their theory implied; nor can I suppose that now, when that implication is made clear, you will believe that the Board of Governors could ever have tendered such an incredible invitation to any professor in another University.

But this is not the only aspect in which the import of the stipulation in question has been imperfectly presented to you by the Committee. They have omitted altogether to tell you that the stipulation was not offered to me merely in the form of a vague promise which might possibly be fulfilled at some unknown period, if anybody took it into his head to provide a special endowment for my chair. On the contrary, I was assured that there was "a prospect, neither very remote nor uncertain," of such an endowment being obtained, that, in fact, it was only too late to be made use of in connection with my appointment. As the Committee have altogether ignored this assurance, they have also neglected to tell you that it was only this assurance that induced me to accept the invitation of the Governors. I had asked for some guarantee for an increase to my salary from additions to the general funds of the University in the event of no special endowment being obtained; and I was induced to waive this request only because I felt it unnecessary, when I had received the assurance that there was every reasonable certainty of a special endowment being provided at a very early date. In signifying to the Principal my willingness to waive the request for an additional guarantee, my words were: "I am the more induced to do so,

from the pledge which you have kindly given me personally, that you will use your influence to improve my position, and from the prospect, which you hold out as not very remote or uncertain, of a special endowment for the Mental Science Chair." And then I add: "With this explanation, I offer myself as a candidate *on the terms you state.*"

3. At this point, then, the negotiations had reached the stage at which negotiators come to an agreement, and nothing remains for both parties but formally to carry out or formally to withdraw from the agreement made. There were therefore but two courses open to the Board, either to proceed to my appointment on the terms which they had offered and I had accepted, or to intimate to me that the terms could not be carried out. Accordingly, if it appears that the Board proceeded unanimously to appoint me without making the faintest objection to the terms of our agreement, it must be presumed that it was on these terms that the appointment was made. Even the Committee feel constrained to admit, although they regard the agreement as a purely private affair, that "undoubtedly, *if it contained the final terms,* it would have given ground for" my expectation (*Report*, p. 5). But the Committee imagine that all the time the negotiations were going on, neither the Principal nor the Governors had ever thought of inquiring whether they were justified in offering the terms which they induced me to accept, and that, consequently, when they came to make an appointment, they found that it was impossible to carry out those terms.

Now, I take it that the Board of 1872 knew as well as any person the financial position of the University, and the extent of the liabilities which they might reasonably undertake at the time. I take it also that of all men connected with the University, no one has been better acquainted with its finances than the Principal, during the whole period of his incumbency. To maintain, therefore, that either he or they acted in this matter, as your Committee suppose, is to make a somewhat extraordinary demand on our imagination. The Committee, indeed, gloss over the inherent improbability of their assumption by representing the negotiations as if they had been carried on in the usual way "As usually occurs," they say, "much unofficial correspondence passed between the Principal and Dr. Murray before the latter's appointment." But to make their report correspond with their own theory of the facts, they ought to have written: "As usually

occurs, the Board authorized the Principal to offer Dr. Murray certain terms for the chair of Philosophy, or at least the Principal carried on a correspondence with Dr. Murray on the subject for some time, without having taken into consideration whether the financial condition of the University was such as to justify their incurring the liability entailed." If your Committee had given this complete account of their theory, they would have saved me the necessity of offering any criticism.

4. As your Committee admit that the terms offered to me through the Principal would in themselves afford ground for my claim, it might be supposed they would have laid before you some irresistible evidence to show that the Board had objected to the terms. In default of any documentary evidence, the Committee had beside them more than one member of your Board, who was also a member at the time of my appointment, and who, therefore, could have informed the Committee whether the Board had really refused to ratify the terms which they had previously authorized the Principal to offer. Is it not, therefore, a somewhat astounding procedure on the part of the Committee, that they pass by the testimony of living witnesses, and try to reach the facts by a conjecture of their own? "It would *appear*," so they surmise, "that the Board did not see its way, in view of the claims of other and older professors for increased salaries—then being urged with great pertinacity, as other minutes show us,—and of other branches of the University, to go the length of the Principal's unofficial outline to Dr. Murray." With this imaginary account of what the Board did, it is interesting to compare the transaction that actually took place, so far as made known to me, and so far as known to the Committee, without any additions from their imagination. The meeting of the Board in question had been called a few days after I had signified my willingness to accept the conditions which they had authorized the Principal to offer; and immediately after the meeting,—possibly but a few minutes after—a letter was despatched to inform me, in words that were underlined as if to draw my attention to the completeness of the satisfaction expressed, that "the *unanimous decision* was to call a meeting at 15 days' notice (as required by statute) for your appointment, the conditions as to salary, etc. being carefully drawn out, and to be sent to you in the meantime to receive your approval." At the meeting, which was thus described to me, if the conjecture of the Committee be correct,

Note this

the Board had found that they could not appoint me on the conditions which had been agreed upon a few days before,—the only conditions which they knew that I was willing to accept; and finding that they could not appoint me on these conditions, they proceeded unanimously to take the necessary steps for my appointment as soon as the statutes allowed!

But the Committee have not restricted their imagination even to this bold fancy; they have been encouraged to try a higher flight by conjecturing the reasons for the fancied action of the Board. It was the claims of other departments of the University, and the claims of older professors for increased salary, "then being urged with great pertinacity," it was these demands upon their revenue, that the Governors now began to think of seriously for the first time as likely to interfere with the offer which they had authorized the Principal to tender to me but a month before. The Committee, perhaps, were not called to conjecture the reasons of the Board at all; but they have been singularly unfortunate in their conjecture, for surely the reasons by which the Board are supposed to have been actuated are precisely such as would not have allowed them to treat any man in the manner alleged. The Board knew that they themselves had induced me to become a candidate by stipulating to give me a full professor's salary, whenever a special endowment was provided; the Board knew that my consent had been obtained by this stipulation being held out, not merely as an indefinite promise, but as a prospect "neither very remote nor uncertain;" the Board knew, moreover, that I had requested, though I had been induced afterwards to waive my request, that an additional guarantee should be given to me, by making the increase of my salary a first charge on any addition to the general funds of the University. The Committee imagine that after all this, the Board, on meeting to dispose of the appointment, found not only that they could not adhere to the stipulation about a special endowment, or give me the additional guarantee which I had desired, but that they could not even hold out any prospect of my salary being made up to the full amount within any reasonable period, as older professors were claiming "with great pertinacity" an increase to their salaries, while other branches of the University were urging their claims as well, and all these demands on the revenue of the University would require to be met before I could expect the full salary promised. And the Committee expect us to believe that,

on finding this, the Governors did not hint to me anything of the numerous prior claims upon their revenue, which must be preferred to mine ; did not tell me that, on account of these claims, they were obliged to withdraw the terms which they had offered and which I had accepted ; did not propose to open negotiations on a new basis, but proceeded simply to take the necessary steps for my appointment, as if they were making no alteration in our agreement, to which they could anticipate any serious objection.

5. But your Committee, having come to the conclusion,—all appearances to the contrary, notwithstanding,—that the Governors set aside the previous agreement, evidently feel bound to make some show of proving that I was fully and frankly informed of this change. But here again the want of any statement to serve their purpose obliges the Committee to fall back upon the resource of imagination. They assert, but they quote not a word to show, that the letters of the Principal, in connection with the proposed minute of my appointment, "clearly and fairly indicated that the resolutions" (of the minute) "needed careful consideration ;" from which they evidently wish it to be inferred that the Principal "clearly and fairly" gave me to understand that our previous agreement could not be carried out. This is another instance in which I may justly complain that the Committee do not cite the actual language to which they refer, instead of describing it in misleading terms. I take it,—and it is no great assumption,—that I understand the plain meaning of English words as well as most men; and if any language had been used to express "clearly and fairly" the meaning alleged, I should not have failed to understand what it meant. Not only, however, at the time did the Principal's letters fail to suggest that the terms of the minute were radically different from those of our previous agreement, but even in the light of subsequent events I discover no phrase into which any such suggestion can be "clearly and fairly" read ; and I am willing to surrender my whole plea if a single phrase can be adduced, that might not have been written on the understanding that the minute sent to me was to be taken as merely a formal ratification of the previous agreement.

I must correct myself indeed to notice that the minute did contain a comparatively slight modification of the previous agreement to which my attention was carefully drawn. On this modification it is unnecessary to dwell, as it has never been the subject of controversy; but I appeal to you, whether it is conceivable, that it

could have been deemed necessary to draw my attention explicitly to a comparatively slight change, and not to give me even a vague hint that the most essential condition as to salary had been entirely set aside, or even that it had been in one jot or tittle modified.

In their eagerness to snatch up any crumb of evidence, which might show that I had some sort of intimation about the supposed change in the terms of the agreement, the Committee parade a brief expression, to which I drew their attention, in the letter accompanying the proposed minute of my appointment. "I feel," says the Principal, "that I dare not ask the Board to go any further in the direction of pledges." It seems strange that the Committee have overlooked altogether the obvious interpretation of these words, though it was pointed out to them. It is surely evident that these words must refer, not to any pledge which had never been asked, and which had never been the subject of dispute, but to a pledge which the writer knew that I had been asking, and which he had explained could not be given. Now, there never had been any question about a special endowment being applied to make up my salary to the full amount. It was a pledge which I had never asked, for it was freely offered; and it was always referred to in terms which implied that, as a matter of course, such must be the application of a special endowment. But, as already explained, I had asked for an additional pledge with regard to the increase of my salary; and the words quoted are evidently a reiteration of the assurance that that further pledge could not be given. At all events, it was incumbent on the Committee to show why they did not interpret the words in this light, and surely no great blame is to be thrown upon me for having put that interpretation upon them.

But, to speak with all earnestness, Gentlemen, is not this sort of argumentation a mere trifling with the question at issue? Do the Committee suppose it is by arguments of this sort they are to convince you that I had anything like a fair intimation that the Governors objected to the terms they had previously offered, and substituted others very much less favorable? Surely, if the Governors really intended, as the Committee maintain, to alter radically the proposed conditions of my appointment, they would have intimated their intention, not in an ambiguous phrase or two, the meaning of which might be differently interpreted, but by a perfectly frank statement such as honourable men unhesi-

tatingly adopt when they are anxious to undeceive any one in whose mind they know that they have created a false impression. The Committee know that, in the previous correspondence, the greatest care was taken to create what they consider to have been an unfounded impression in my mind as to the conditions on which I was to be appointed. The Committee know that half a dozen candid words would have been sufficient to disabuse my mind of that impression; and the Committee would have given you a more just account of the facts, if they had frankly reported that, unfortunately, the correspondence did not contain any explicit intimation to the effect that the original agreement had been set aside.

6. The sole ground, therefore, upon which the Committee can rest their theory of the case is the minute of my appointment itself, coupled with the fact that it received my assent. They contend that the terms of the minute "on their face showed that the suggestions of the Principal had not been adopted *in toto;* the differences were apparent." The only difference, with which we need concern ourselves here, consists in the fact that the minute makes no reference whatever to a special endowment. As matters have turned out, it is of course unfortunate that this omission was not noticed at the time; and whatever blame may be fairly attached to me for not looking more sharply after my own interests, I am willing to bear. But I confess I cannot indulge in any severe self-reproach over my want of suspicion. I knew that I was dealing with a Board of honourable men, with whom it is always an object of far greater anxiety to avoid deceiving others than to avoid being deceived themselves. If it was an obligation of prudence on my part to suspect the Governors of silently altering the agreement which had been made a few days before, there was an infinitely sterner obligation devolving on the Governors themselves—an obligation of honour and justice, to state frankly and explicitly that the terms originally offered had been withdrawn, and to state that in language about which there could be no possible misapprehension. You surely do not wish it to go out to the world, that you deem your Board at liberty to invite a professor in another University to become candidate for a chair in McGill, to obtain his assent by putting your invitation in its most tempting form, and then, when the time of actual appointment comes, to alter entirely the conditions previously offered and accepted without saying a word about the alteration.

But however improbable, let it be admitted, for the moment, that a body of honourable men, after coming to an understanding as to the terms of a contract, would be likely to alter them essentially without drawing particular attention to the change, your Committee are still guilty of begging the question at issue. Is it really the case, as the Committee assume, that the minute of my appointment is in irreconcilable conflict with the original agreement? The real fact is, that the minute contains no mention whatever of a special endowment; and consequently, in the absence of any special provision, the disposal of such an endowment must be governed by the general principles of equity applicable to the subject. Now, to most minds it must seem an obvious assumption that special endowments shall be devoted to the purposes for which they are given; and there were special reasons why such an assumption was practically unavoidable in my case.

(*a*) The point was implicitly assumed all through the correspondence. Even before there was any explicit mention of the stipulation, I was informed that there was a near prospect of a special endowment for my chair; and the information would have been meaningless or misleading, if it had not implied that such an endowment would, as a matter of course, be used for the increase of my salary. The same assumption is still more clearly involved in the reason given to explain why the Governors could not make the increase of my salary a first charge on any addition to the funds of the University. I was then told that such additions were "usually in the form of special endowments *involving more or less of special obligations*." Was I wrong when I interpreted this as implying that, in the event of a special endowment for my chair, there would be "more or less of a special obligation" to apply it to the purpose for which it was given?

(*b*) But the assumption of such an obligation seemed to be universal; for, on the announcement of the special endowment for my chair, I had the pleasure of receiving universal congratulations from friends, both inside and outside of the University,—congratulations which obviously would have had no meaning but for the general impression that the endowment would, as a matter of course, go to the improvement of my position.

(*c*) In addition to this, it must be borne in mind that while the greatest care was taken in the previous correspondence to impress me with the conviction that such would be the application

of a special endowment, absolutely not a word was said to disabuse my mind of this impression.

In these circumstances, can it be matter of surprise that I should have acted on an assumption which seems to have been universal? At all events, clearly it was less my duty to insist on the repetition of an explicit pledge by the Governors, than it was their duty to see that I was thoroughly undeceived on the subject.

But if the omission of any renewed pledge on this subject in the minute of my appointment is still felt to be a difficulty in the way of my claim, the Committee have strangely overlooked the fact, that on their theory there is a far more inexplicable omission to be explained, and that is the omission of the Governors to tell me candidly, in unambiguous language, that the terms which they had offered through the Principal could not be carried out. This omission forms the real problem which it was the task of the Committee to solve. Between these two omissions it is for you to choose. I have given reasons to explain the omission of any renewed pledge as to a special endowment in the minute of my appointment. The Committee have not attempted to account for the more formidable omission which it was their duty to explain, and I submit that their whole theory falls to the ground in the absence of such an explanation.

I have not thought it necessary to reply to the argument of the Committee, that I ought to have presented this claim sooner (*Report*, p. 19). It now appears clearly that I should. My abstinence and its motives, if I may judge from the reception of my claim, are not likely to meet with any generous appreciation now. I am led to believe that, if I had only from the first kept dunning the Board with that "great pertinacity" which is said to have characterized the pressure of other claims, I should have received the full amount of my salary soon enough to make it scarcely worth while to raise any dispute about arrears. But it would be a mere waste of labour to discuss the question, whether this claim should have been presented sooner, as long as it is denied that the claim ever had any existence. I have already given some reasons to explain why the claim should not have been presented sooner; and when the existence of the claim is admitted, I shall be prepared to adduce much more honourable reasons for leaving it in abeyance than any that can be urged for its having been ignored so long.

In conclusion, Gentlemen, I may say that no one can fully realize the intensity of pain which this whole matter has cost. If it were not for the interests of others, and because I believe the honour of the University itself to be at stake, I should have endured anything rather than take up the position which I have been obliged to defend, or write in its defence as I have been obliged to do. If this necessity would have jarred upon me at any time, it does so peculiarly at the present moment when I have just closed the twenty-fifth year of my professorial work. In looking back over the long period thus spent in the advancement of higher education, I am indeed deeply gratified by numerous encouraging proofs which I have received of generous appreciation on the part of students, as well as of friends outside of academical circles. All the more, therefore, must I regret that the reflections of such a time should be marred by a very different sort of appreciation on the part of the Governing Board of the University, and that my future connection with it may be darkened by the memory of a wrong which the most generous compensation cannot now easily repair.

I have the honour to be,
Gentlemen,
Your obedient servant,
J. CLARK MURRAY.

Appointed 1872 — $1800
Raised to 1873 — 2200
Not required to take Surplus
1880 = 2600 & bonuses
Subsequently to 2800

Incidental Advantages
Course of Lectures to Ladies 1879 to 1880
Fraulein Clement, Assistant
Dr — $100

PRIVATE

SUMMARY.

The Statement of the Principal, with the correspondence now in the hands of the Board, and its minutes, establish the following facts and conclusion:—

(1). That the original negotiations were commenced by the complainant.

(2). That the agency of the Principal was limited to stating conditions of candidature.

(3). That he stated the amount of salary which could be offered, and declined to give any pledges as to the precise time or mode of its increase.

(4). That the conditions finally determined to be offered by the Board were communicated in writing to the complainant before his final acceptance of the candidature, and with ample time for consideration.

(5). That to prevent any possible misconception, his attention was directed by the Principal, to the limitation of the promise as to increase by the Board, and he was informed that the Principal could ask no further pledges.

(6). That he formally accepted the conditions as stated by the Board in 1872, and did not make known his present demands till 1885.

(7). That in the mean time the Board had more than fulfilled its promises, by beginning the increase of salary on the expiry of one year, and so soon as there was a prospect of available means, and by raising the salary in 1880 to its full amount, and to a larger sum than that originally asked.

(8). That when in 1885 the present claims were for the first time made known to the Board, it appointed four gentlemen of the highest standing and qualifications to investigate the whole matter, and that their report showed that they regarded the complaint made as altogether baseless.

(9). That in these circumstances the Board is not called on to re-open the question.

December 20th, 1887.

PRIVATE

SUMMARY.

The Statement of the Principal, with the correspondence now in the hands of the Board, and its minutes, establish the following facts and conclusion:—

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(6). That he formally accepted the conditions as stated by the Board in 1872, and did not make known his present demands till 1875.

(7). That in the mean time the Board had more than fulfilled its promises, by beginning the increase of salary on the expiry of one year, and so soon as there was a prospect of available means, and by raising the salary in 1876 to its full amount, and to a larger sum than that originally asked.

(8). That when in 1875 the present claims were for the first time made known to the Board, it appointed four gentlemen of the highest standing and qualifications to investigate the whole matter, and that their report showed that they regarded the complaint made as altogether baseless.

(9). That in these circumstances the Board is not called on to re-open the question.

PRIVATE

SUMMARY.

The Statement of the Principal, with the correspondence now in the hands of the Board, and its minutes, establish the following facts and conclusion:—

(1). That the original negotiations were commenced by the complainant.

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(3). That he stated the amount of salary which could be offered, and declined to give any pledges as to the precise time or mode of its increase.

(4). That the conditions finally determined to be offered by the Board were communicated in writing to the complainant before his final acceptance of the candidature, and with ample time for consideration.

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(7). That in the mean time the Board had more than fulfilled its promises, by beginning the increase of salary on the expiry of one year, and so soon as there was a prospect of available means, and by raising the salary in 1880 to its full amount, and to a larger sum than that originally asked.

(8). That when in 1885 the present claims were for the first time made known to the Board, it appointed four gentlemen of the highest standing and qualifications to investigate the whole matter, and that their report showed that they regarded the complaint made as altogether baseless.

(9). That in these circumstances the Board is not called on to re-open the question.

December 20th, 1887.

1 The statement respecting the sym-
pathy correspondence does not contain
the whole truth. ~~Though~~ ~~In 1844~~
~~A M. declared to be a Constitutionalist~~
~~in 18~~ ~~he resumed the correspondence~~
~~in a letter stating~~ followed by
~~in correspondence~~

~~X~~ The appointment being delayed for a year,
under the Webster & Ashburton Pact Mr. Y. resumed correspon-
dence in 1841 & as 1842 appeared with view of candidate X

1872-3		2200
3-4		2200
4-5		2200
5-6		2200
6-7	50	2200
7-8	50	2200
8-9	50	2200
9-80	50	2200
80-81	50	2600
81-2	50	2600
2-3	50	2600
3-4		2800
4-5		2800
5-6	200	2800
6-7	100	2800
7-8	200	2800
		37,200
		800
		38,000
		2200
		36,800

40
18
14
72

2600
15
13000
2600
39,000

2600
14
10400
2600
36400

Private

Ste. Anne de Bellevue, 25th July, 1887.

My dear Sir William,

I have been very deeply perplexed as to the course which should be taken to vindicate myself from the injustice of the Committee's report on my claim for arrears of salary. I certainly expected some acknowledgment, formal or informal, of the omissions and errors in the report, which I pointed out in my reply; and it was my intention, in the event of no acknowledgment being made, to seek an explanation from the committee personally. Mr. Ramsay was the only member with whom my personal friendship would have led me freely to seek such an explanation. If there had been any other member with whom I should have cared to take such a liberty, it would have been Mr. Justice Torrance. The unexpected death of both, just at the time when I was meditating an interview of the kind, was therefore a misfortune specially to me as well as to the community in general. Since that time I had some hope that the matter would have been brought before the Board of Governors, in a way which it is unnecessary to explain, without any direct appeal from myself. I am still anxious to avoid the necessity of further proceedings which

would almost inevitably bring the matter into the unpleasant arena of public discussion; for though I do not fear the verdict which would be passed upon my claim, I do fear that the public ~~discussion~~ criticism of University administration might be in many ways detrimental to the interests of the University. The only way, in which it seems to me possible to avoid this, is by Your intervention. I did not consult You before on the subject, because I thought it but fair that You should be left perfectly free to take what action You thought fit in the circumstances; and I knew that You were able to give explanations which might have kept the Committee from some of their mistakes. It seems evident that ~~that~~ the Committee also acted in the same spirit, and I take it that they anticipated some explanation from You. At all events I cannot read their report without feeling that it reflects upon You even more unjustly than upon me. While they acknowledge that I was quite innocently led into error as to the terms of my appointment, and while they exonerate the Board from all blame in the matter,

they take good care to say not a word in exculpation of the conduct which they attribute to you; in fact they leave no alternative but to charge upon you the entire fault. They implicitly charge you with representing yourself as authorised by the Board to make a certain offer to me; when in reality the offer was merely a "private suggestion" of your own; they maintain, though it is a pure conjecture of theirs, that the Board refused to ratify the offer made, though it appears that you never gave me the vagruest hint of this refusal, but that, on the contrary, you informed me, after I was induced to accept the offer, that the Board "resolved unanimously" to proceed to my appointment at the earliest date allowed by statute, and you left me to find, as best I might, from the minute of my appointment ~~the~~ total alteration of the terms upon which you and I had agreed. But I shall not go into further detail as to the misrepresentations of your action in the report. I dwelt upon these somewhat sparingly in my ~~criticism~~ reply; but

I cannot promise to exercise the same restraint if I am compelled to take further proceedings to expose the injustice of the report.

The only way, in which that injustice can be removed, is by an acknowledgment that the error as to the terms of my appointment is an error of the Committee's, not mine. I have reason to believe that, if I had had an opportunity of stating my case as the Committee were allowed to state theirs before the Board, the report would not have been sustained. I believe further that, if the Committee had allowed me to point out the errors of their report before it was presented, it would never have appeared in the form in which it was laid on the table of the Board. I cannot suppose that you accept the finding of the report, and I believe therefore that a simple statement from you of the facts of the case would be sufficient to show the propriety of reconsidering the decision of the Board. I have avoided, even though my case has thus on some points been greatly weakened, dragging your name into the discussion hitherto. I have never even referred to the

personal assurance you gave me in correspondence, that you would use your influence to see that my position was improved, which could only mean that you would see at the very least to the fulfilment of the terms by which you induced me to accept the appointment. I have never referred to the frequent conversations during the earlier years of my connection with McGill, in which you denounced in no sparing language the professors, who (by the way) seem to be rather complimented by the Committee for the "great pertinacity" with which they dunned the Board for an increase to their salaries, — conversations in which I was thus led to believe that my rights would be better secured by avoiding the example you deprecated, and leaving them in the generous hands of the Board and yourself. I believe you have never had a colleague with a more complete confidence in your generous intentions, or one more ready to make sacrifices to assist you in advancing the interests of the University; and it is therefore exceedingly painful to me to think that the report of the

Murray

Committee was received without a protest.

I have now completed the twentyfifth session, in a few weeks I shall have completed the twentyfifth year, of my work as a professor; and it would certainly be pleasant if the reflections of the time were not marred by the memory of this wrong.

Yours very truly,

J. Clark Murray

Sir W. Dawson.

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Murray
Feb 25
1861

Aug 1

Dear Dr Murray

I have received your favour of the 25th ult and have considered its contents, but as you have yet all have no opportunity of consulting the Members of the Board of Governors in the matter, they meet & can in reply. In the meantime I think it is so much by on your part on the subject

As to myself, I may say that my conscience fully acquits me of any intention to mislead you in the matter of your salary; and that after carefully looking over the correspondence some time ago, I found that I had taken every precaution in my power to prevent you from misunderstanding the terms offered by the Governors. If I failed in this I can take no blame to myself.

I may add that throughout your connection with the Museum, I have done all in my power to promote your interests in regard to salary and other matters, and this by so doing when I subjected myself to the imputation of favouring you beyond others who supposed they had greater claims. This was the case even when you conducted it your duty actually to oppose my policy in important museum matters and to take ground against me in the public prints. I shall calculate the same disposition upon made to cover such you in the ~~discussion of your salary~~ claim & publication of letters to the Governors

With reference to the action of the Board of Governors, it is my opinion that they have ~~impelled~~ ~~and~~ ~~performed~~ impelled all that was required of them and that, considering that the Endowment Association has not answered the Trustees 1200 and the Jubilee has been raised hopefully, the Memorial at the time of Jubilee, as well as in view of the numerous claims made on the Governors and the sudden diminution of the income of the Memorial, they may be said to have acted wisely and liberally.

With respect to the Committee I need remind you that its members were not any men of the highest character and qualifications, but personal friends of your own, and they did not confer with me in the matter except to require me to place in their hands all the correspondence in my possession. I have reason however to believe that their award was made after much inquiry and consideration, and that their report was intended to be not only fair but respectful and

connection. To you; what but connection accounts for the expressions which you now interpret as reflecting upon me, but which I feel certain were not so intended.

In my judgment you should not have objected to the choice of the Committee, but should have accepted it and should now accept it in the spirit in which it was given, and in the confidence that the members of the Committee were men who if they had believed that ~~anything~~ any injustice had been done to you would have been the first to advise the most ample redress.

In the above reasons I would earnestly dissuade you from reopening the question ~~now~~, more especially since the lamented removal of our friends Judge Terrance and Mr Ramsay, ~~which~~ ~~who spoke warmly in the kind & generous manner of you~~ ~~leaves my power to be of service to you in case of any unpleasant controversy arising~~ who specially and in the most friendly manner of you guardied the subject, fearlessly & explicitly, that unpleasant controversy cannot be avoided.

~~In my own part~~ ~~As to myself~~, I do not fear the fullest inquiry into my action,

but I am very desirous to avoid ~~personal~~ controversies which consume the time and energy required for the discharge of necessary and important duties, and which play into the hands of the enemies of the Navy and to expose the motives of all connected with it.

P.S. I should add that on my return I should be glad to confer with you on the subject of your letter, and that of Mr. Miller probably on the subject of your claim. I have done so in a spirit of entire friendliness to yourself, and with full appreciation of the first and patriotic aim. I congratulate you on the 25th year of your professorship, and shall be happy to make the occasion with anything agreeable to you.

Chauncey G.
H Kinney
Aug 1864

Private Memo

Ste. Anne de Bellevue,
13th Augt., 1887.

My dear Sir William,

I have to acknowledge your favour of the 1st inst, and have very carefully considered its contents. Before saying anything further on the general question of your letter, there are two points on which I should like to guard against mis-apprehension.

In the first place, as you ask me to accept the report of the Committee in the spirit in which it was given, I wish it to be distinctly understood that I have never hesitated to accept it in its spirit. In the reply to it, which I sent to the Governor,

I state most explicitly that I believed the report to have dictated by a sincere regard for the interests of the University. But this appreciation of the spirit of the report does not imply that I must also agree with its finding. The committee differ from me as to the justice of my claim; there is surely no disrespect, either in spirit or in act, on my part in differing from them.

In the second place, as you assure me that your conscience acquits you of any intention to mislead me as to the terms of my appointment, I trust you will observe that there is not a word I have written on the

whole subject, which could be supposed to imply the accusation of any such intention on your part. As far as I can remember, the bare idea of such an intention never entered into my thoughts. So far from this, I have protested against what seemed to me an attempt on the part of the committee to take the responsibility for the whole affair away from the Board, and throw it entirely on you.

But it was clearly impossible for me to dream of any intention on your part to mislead me, because I do not believe that I have been misled. As I have already stated, the error regarding

the terms of my appointment is the Committee's, not mine. A most explicit offer was made to raise my salary to $2600 as soon as a special endowment was provided for my chair; and the offer was pressed upon me in the most tempting form, not as a mere indefinite promise, but as "a prospect neither remote nor uncertain," because negotiations for a special endowment were at that moment going on. When after some reluctance I accepted this offer, I gave the Governors ~~through~~ by you to understand, in perfectly unmistakable language, that it was only on condition of this offer that I was willing to accept the appointment; and the Governors, on meeting

to dispose of the matter, resolved unanimously to proceed to appoint me at the earliest date allowed by statute, without ~~expressing~~ hinting in the vagnest language at any objection to this condition. What is the use of the Committee now conjecturing, that the Board "would appear" to have objected to this condition? Can any man really believe that, if the Board had objected to this condition, they would have left the discovery of such a momentous matter to any mere conjecture, — that they would not have expressed their objection in language which the most stolid stupidity could not misunderstand?

I have reason to believe that few members of the Board know the real facts of the case, and that their verdict will be seriously modified when they come to know them, as I shall certainly take care that they do before long. Meanwhile if you agree to bring the matter before the Board on some day which I shall know beforehand, I shall take no steps at present that might give the matter unnecessary publicity. But I shall certainly not rest content with a decision which I believe to be as injurious to the University as it is to myself. As to a

conference with yourself, I should be perfectly willing to adopt your suggestion, if it is understood that such a conference would mean a bona fide reopening of the question. Mere talk over the subject on any other understanding would appear to me worse than useless.

I am sorry I can only thank you for your kindly reference to my semi-jubilee. As long as this matter remains unsettled, I fear I cannot feel myself in a position to mark it in any special way.

Yours very truly,

J. Clark Murray

Sir J. W. Dawson.

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Private.

Little Metis,
Aug 17, 1887

Dear Dr Murray,

I have received your favour of the 13th and need only say in reply that though I cannot acquiesce in the validity of your claim ~~under the valuation of appointment of the Board which carefully received & then decided the question of a change~~ and cannot admit any impeachment of the question,

I have no ~~right~~ right to interfere with any representation to the Board of Guardians for they ~~must~~ decide to make and have no doubt that they will be willing to give attention to such representation ~~at any time that you may~~ on your request.

I think however that if you ~~decide~~ finally decide to make such representation it would be well to consult the Chancellor as to the best time and way

~~Truly yours~~

~~J. Max Dawson~~

I believe that in your letter you do not bear in the remarks on the point of the queens of the dilemma of the time when any measure of Infidelity should be made this point to which I wish come to divine ~~called~~ your attention, before your acceptance ~~at the time of the appointment~~ ~~seems to me the whole was~~ as has always appeared to me conclusive on the matter. Yours &c

G. W. D.

Copy to
Chancery
Aug/87

Friday, 23. Dec

1094, Sherbrooke Street. W.

Dear Mr Whidden —

Your summary, marked private, I have read. I cannot but think that those of the governors who have only had office ~~but~~ within this year will pause before disturbing the condition of things approved, in former time, by the then existing Board. It would be, if they did, calculated to disturb harmony;

indeed many men in
my position would take
offence at such doings.
Upon entering upon the
duty of arbitrating as it
were between Dr M & the
college I soon saw, even
upon Dr M's own verbal
statements before the four
arbitrators, that his case
had no real merits. I
myself considered it an
afterthought and I still
think so, for one reason

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that the demand is stale,
stale, over ten years old,
but, further, because I
cannot accept Dr M's
top of p. 5. of his letter.
He himself admits that
a minute was prepared
to be sent to him for
approval, minute to con-
tain the conditions of his
appointment. He admits
that the minute was sent.
He affects that he did
not pay attention to it,
taking for granted, &c:
This minute contained no

stipulation about a special endowment, & Dr M now states that he "cannot "remember that the omission "was noticed by him".— I cannot accept these statements. Dr. M I believe knew all about the minute. He was, he says, not ~~aware~~ for the appointment. Would not this have led him to observe the minute, & to see that he was not led into an engagement not entirely satisfactory to himself?

1094, Sherbrooke Street. W

That minute's date was an important one in the life of Dr. M. & I cannot believe that he "cannot remember" to have noticed the omission in it, before referred to. If he did not at once notice it, surely he was called to notice it when he came afterwards to draw his pay; but only in terms of the minute!? Was not this a time at which to express astonish-ment, amazement &c:?

But, further, on P. 6 I see the
enough to show that Dr M. knew
knew about the minutes. Silence
conditions. He felt that
he was under them, but obscure
was silent; tho' in his mind
mind intending to make him
a claim such as he has, then
at length made later; the
~~but~~ If there was, da capo, In
a "justly due" debt towards (See his p. 6) so
him, surely he would be
have given note of his - perhaps
so holding, and not have
allowed one year, two, Lin

I see three, and ten, to past;
dr. myself, all these years,
tes. silent!

I have made these
observations, & might make
more, but have not
time, and, besides, do not
think it necessary. Surely
the award made by
Judge Dorance Mr Mot-
son & Mr Ramsay will
be held entitled to res-
-pect, & support.

Yours truly,
Sir Wm Dawson. R. MacKay

Judge
Mackay
Dec 1/87

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111 Mackay Street, 7th Sept., 1887.

My dear Sir William,

In your letter of the 18th ult. you say:— "I observe that you do not refer to the reservation on the part of the Governors of the determination of the time of any increase of salary. This point, to which I took care to direct your attention before your final acceptance, has always appeared to me conclusive in the matter."

I delayed answering your letter till my return to Montreal, when I should have an opportunity of consulting your correspondence to see if any such passage as you refer to had really escaped my notice. I find that you certainly stated that qualification with regard to any increase of my salary from the general funds of the university. Nor must you suppose that I have in any way attempted to conceal or belittle the qualification, though my letters show that I accepted it only with some dissatisfaction. On the contrary, I referred to the point both in my original memorial to the Governors and in my statement to the committee. But in letter after letter you gave me the assurance that the qualification should not apply

to a special endowment for my chair, while I also stated to you most explicitly that it was only on this understanding, that I was willing to accept the appointment. The statement in your letter of the 18th ult. must therefore imply, that you took care to direct my attention to the fact that the stipulation with regard to a special endowment could not be carried out; but so far from taking care to direct my attention to this fact, your letter on sending the minute of my appointment does not even make any special reference to the particular reservation which you mention. On the other hand, with the full knowledge of my terms, which (you will remember) were simply the terms offered by the Governors themselves through you, I was informed by you that the Governors unanimously resolved to proceed to my appointment, while not a word was said about any objection having been raised against these terms. In these circumstances I cannot, without injustice to the Board, come to any conclusion but

that the minute of my appointment was not intended to conflict with the terms which they had previously offered, and I had agreed to accept.

Yours very truly,

J. Clark Murray.

Sir W. Dawson

Monday
Sept 17/87
To the Vice-Chancellor
Vice-Dean

Memo on Rev D Murray's letter to the Board of Governors, Dec 1887.

I do not propose to enter into the elaborate Recital of Dr Murray, in his letter addressed to the members of the Board of Governors, but to state in the order of time a few facts which will suffice to place the matter in a clear light.

1 The statement respecting the origin of our correspondence is incomplete. In 1871 before the death of Mr Forbes Dr Murray wrote to me asking information; but on my informing him of the salary of Mr Forbes he evidently considered the thing unworthy of his attention, unless the salary could be increased. In Sept 1871 I received information at Cacouna of the death of Mr Forbes and immediately telegraphed to Dr Murray and other possible candidates and returned to Montreal to make arrangements of possible for filling the professorship in time for the beginning of the Session. After correspondence however with Dr Murray and others I found it impossible to secure this end and eventually Rev Dr McKes and Rev Dr Moore then agreed to take the classes for the Session the Governors

filling the permanent appointment. In October 1841 and January 1842 Dr Murray resumed the correspondence making inquiries and stating his position &c, leaving me to infer that he might be a candidate if suitable terms could be offered. After inquiry as to other candidates I induced the Board of Governors to invite the Chair to Dr Murray with the title of Professor and salary of $1800 and received authority to correspond with Dr Murray on this basis. These matters are perhaps of little importance.

Candidature

To be increased under certain conditions to $2600.

2 It will be observed that in corresponding with Dr M in 1842 I had no authority to offer him the Chair, but only to invite him to be a candidate under conditions which might of course be discussed and modified by him and the Board of Governors.

Except as indicating the circumstances which led to my correspondence with Dr M, letter

This distinction of Dr M does not keep in view.

3 The probability of offering the salary of $1800 to Dr M. depended on the fact that in 1841 the Legislature had been given adding $1200 to the income of the University. As this endowment was given by Sir W. Logan with personal reference to myself and as I made no demand for improvement of my own chair in connection with it, I felt at liberty without detriment to

the just claims of other professors whose salaries were then inadequate, to advise the trustees to add $600 per annum from this source to the salary to be offered to a Professor of Logic & Mental & Moral Philosophy. This recommendation was made with the view of securing the best possible candidate for a chair which I felt to be of the greatest importance at the time.

x with reference to the conduct of the candidates

It should be noted that x the actual given of $ Murray, x was not from his original motive but from a subsequent communication in reply to a requirement on his part that a stipulation should be made as to making the increase of his salary a fixed charge on the revenues of the trustees, x which guarantee I expressly stated would be given.

~~This statement is hardly to explain its import and its connection with the prospects of increase of salary as they appeared to me at the time.~~

over

though I gave general opinions as to the good disposition of the Board of Governors and the prospects of an endowment and Prof. Dr Mr in obtaining an academic degree which he did not then possess and also to mention his course in connection with certain lectures to the classes of the Ladies Association which he was willing to undertake, and if which his emoluments would be increased.

~~In reference to the extent given by Dr Murray it will be therefore~~

I may now see that Dr Mr's importance on these guarantees and the effect of my explanations on the minds of certain persons in this character which have given manifestations but which did not strike me at the time.

From the above mentioned letter

In reference to the extent given by Dr Murray it will be observed that these contingencies are referred to. (1) His ~~appointing~~ succeeding to the ambitious chair of English and Philosophy then entitled to a Salary of $2600, but of which the English part was then held by Dr Leach and which it subsequently proved not to be intent of the Governors to impose on Dr Murray. (2) The obtaining of a special endowment up to $2600. (3) The increase of the revenue of the College. — ~~These contingencies have occurred and Dr Mr has had the benefit of them,~~

In connection with Nos 2 & 3,
~~Though~~ it is to be borne in mind that the endowment of the Chair has not reached above $300 per annum, ~~and is so~~ and thus the remainder of the Salary has been from the General Funds and the all such salaries at the ~~disposal~~ discretion of the Board of Governors. ~~The distinction which it is endeavored to be made between the special endowment and general funds very militates against his claim.~~

Dr M does not quite the precise terms of his appointment which were submitted to him in advance for his consideration and approval, that he might be prepared to ~~consider~~ them before acceptance, and which were as follows:—

7. In connection with the above ~~terms~~ revolutionary and in case any thing like apprehension should exist in Dr. M's mind as to the guarantees which we had asked, I wrote to him directing his attention to those terms and especially to the fact that no guarantee whatever as to time was given by the governors and that I could not ask them for any pledge ~~on the subject~~, an expression which Dr M. quotes in a different case, "to go any further than the direction of pledges" rejection from that extended by me, as he does indeed several other short extracts from my letters.

8. Dr M. admits that within a year ~~immediate~~ increase of $400 was made to his salary ~~of $400~~, the salary ~~by this was then~~ became with $2200, of which 1200 was the produce of the John Kittinghan endowment and $1000 from the General funds; but as ~~the~~ Dr M. could not advantageously be placed in the endowed chair and as the finances of the University were in so depressed a condition that at one time notice had to be given to all the professors of a probable reduction of their salaries, the governors were absolutely unable to go further without injustice to men who had been longer in office. The only other exhibition needed to the salary for several years was therefore the sum of $50 for examination fees,

and that he had seemingly expected to early an increase.

and from 1878 to 1883 $80 per annum been

~~10~~ 9. The interests of Dr Murray were not however ~~neglected~~ overlooked. And when in 1878 Prof Myre was appointed to the chair of English Literature and it seemed certain that Dr M. would not be called to the duties of the ~~duties~~ combined chair, it appeared to me that the time had arrived to remove the penalty of having the salary of the chair of Mental & Moral Philosophy to the increased amount, available. ~~I therefore~~ I ~~requested me informally to explain, communicate this to Dr M.~~ In June 1880, Prof Myre expressed his apparent in the financial prospects of the college, ~~I again introduced the subject~~, ~~and~~ a second committee was appointed which reported in favour of the increase to $2600 at the beginning of the ensuing financial year; but with continuance of the stipulation that Dr M should if required take the English Literature, ~~for which Dr Murray publicly thanked me for my services in the matter~~ ~~and~~ sent a formal letter of thanks to the Board of Governors in which so far as I am aware there was no claim for any arrears. — In 1883 the

Neither did the chairman ever had any intimation at this time of any claim on the part of Dr Murray for arrears based on an understanding in 1872, and had such claim been known it cannot certainly have been founded against us during the delay.

× It appears to me that the time had arrived to remove the penalty of having the salary of the chair of Mental & Moral Philosophy to the increased amount,

× Nor do I find any such claim in private letters of that date to myself.

Salary was further increased to $2800, at which time includes the allowance of $50 for examination fees paid for his services to that time was withdrawn. Under the new arrangement for Clerks & Women & M. ~~will~~ receives $200 per annum from the Dwellers Institute making his present salary $3000 per annum. The salary of A. M. has thus been raised to ~~the maximum amount and more rapidly than that of any other officer.~~ an amount cumulatively above the prescribed Statutory Statutes and which makes the aggregate ~~amount~~ ~~he has received from the Institute~~ up to the end of the present Session larger than it would have been had ~~he received~~ the Salary been increased to $2600 in the Session of 1874-5 the earliest time which he himself suggests, and continued at that rate.

x Paid to him
x Paid to him
x In salary & examination fees, without reckoning incidental advantages of other kinds,

11. I find on summing up the actual amounts received by Dr Mc Arthur during the first year in which he makes no claim that on 14 years at the salary of $2600 Dr Mc would have received of the Government the sum of, ~~$61,400~~ $35,050. He appears actually to have received in all about 36.400 actual value including advantages.

12. When in 1885 Dr Murray for the first time presented his claims to the Board, the circumstances above referred to had passed out of mind, and new members had been added to the Board of Governors in place of those removed by death and otherwise. The Board therefore deemed it to have the whole matter fully investigated and it was placed in the hands of a committee consisting of Mr J H R Molson, Judge Irvine, Judge Mackay and the late Mr Ramsay, who devoted much time to the subject and gave full opportunity to Dr Murray to make personal explanation. Mr Ramsay, on behalf of the Committee stated to me that it was not prepared to sub

pr arrears

my attendance at the meetings of the committee, but desired that I should place all correspondence in my possession in the hands of the committee. In this I acquiesced, and stated ~~that~~ I was quite willing to assume any responsibility in the matter that the committee might think proper upon me. That the committee wish again to ascertain the facts and were actuated by the ~~friend~~ spirit I need but say. My mind also animated by the most friendly disposition towards Dr M., heard no other testimony ~~than~~ ~~but~~ his own, and I have reason to ~~believe~~ were ~~actuated~~ influenced by a ~~feeling of respect~~ ~~Board were anxious~~ desire to conciliate ~~him~~ in the circumstances which he was quite as desirous to have. I ~~were~~ however felt that the Committee would have had some advantage, and had it asked me to give my personal testimony in the matter; but I was quite content that the verdict should be given on Dr Mungo's testimony alone, with the minutes and correspondence. Dr M. however was so far dissatisfied with the report that after its communication to him he addressed a lengthy communication to the ~~Board~~ ~~which~~ ~~words~~ was submitted ~~to members of the committee but~~ ~~in their memorials~~ the Board referred to refer the facts

x and could have more decisively rejected the claims based on my correspondence with Dr M.

Most important

Memorandum
Chemistry
1888

Memorandum on Rev Dr Murray's printed letter to the Board of Governors — Dec 1887; ~~based on the Minutes of the Board & Correspondence~~.

1. The statement in Dr Murray's letter respecting the origin of ~~the~~ the Correspondence is incomplete. In 1871, before the death of Mr Forbes, the previous occupant of the Chair, Dr M. wrote to ~~the~~ the Principal asking information as to the prospective vacancy. In September 1871 ~~I received~~ intelligence was received of the death of Mr Forbes and the Principal immediately telegraphed to Dr M. and other possible candidates in hope of having the vacancy filled before the beginning of the Session. After correspondence however ~~I found~~ this was found to be impossible, and arrangements were made by the Board of Governors with the Rev Dr Wilkes and Rev Dr Moir to deliver the lectures in the Session of 1871–2. In October 1871 and January 1872 Dr M. re-opened the correspondence in such a manner as to ~~leave the~~ give reason to infer that he might be a candidate if suitable terms were offered.

2. Inquiry having been made as to several candidates, and Dr M's letters and statement of his qualifications having been submitted

of Governors, the Principal
~~by~~ to the Board, I was
authorized to invite his Con-
sideration with the title of
Professor and a Salary of $1800
to be increased to $2600 on
Condition of his assuming the
combined Chair of Logic Mental
and Moral Philosophy and English
Literature when required to do so
a sufficient endowment being
secured for the Philosophical
Chair alone.+ It will be ob-
served that the Principal's ~~this~~ authority was
limited to inviting Dr Mc's ~~this~~ Con-
sideration under certain conditions,
which of course were open
to discussion and amendment.
As we are assured in the
printed letter with offering more than
the University was able to give, and
as doubts were expressed at the time
whether so much of our means should
be devoted to this new professorship ~~chair~~, it may
be remembered that in 1847, the Late Sir W E Logan had
given his endowment to the chair
of Geology, and as this added
$200 to the annual income ~~and~~
~~as it was given at his suggestion~~ on the recommendation of the Principal
~~and with special reference to Sir William~~
~~to him, I supply~~, and as ~~I was content~~
~~without any endowment of~~
the income of the Geological Chair, the Board felt
~~satisfied~~ at liberty without detriment
to the just claims of other Pro-
fessors whose salaries were then
inadequate, ~~to advise the~~
~~Governors to suspend~~ add $600 to the

+ no other means being available

No endowment was asked in

Salary of the Philosophy chair, on the ground of its great importance and the difficulty of securing the services of the most desirable candidates for a smaller sum.

Made some inquiries and

3. In reply to the invitation of the Principal Dr M. stated certain guarantees as to the time of the increase of his salary which he deemed fair ~~and which will be found in his letter~~. The Principal declined to give or to recommend to the Board, but agreed to aid in securing for Dr M. an academic degree which he did at their request, and to mention his name to the Committee of the Ladies' Educational Association with reference to certain lectures to its classes which he was willing to undertake and which would increase his emoluments. The extract which Dr M. gives from one of the Principal's letters had reference to the guarantees demanded by Mr Fraser and should be taken in connection with these demands ~~and with any other explanations~~. In effect this extract refers to three contingencies all adverse to any guarantee as to precise time of increase. These are (1) His succeeding to the combined chair of English and Philosophy which was entitled to a salary of $2600 but of which the English part was then held by Dr Leach.

(2) The obtaining of a special endowment up to $2600, which has not yet been realized, though an endowment of $1200 has been given.* (3) The income of the General funds of the College which for many years following 1842 were in a very depressed condition, and which in the case of all salaries are at the absolute disposal of the Board from year to year.

* and has been appropriated to the maintenance of the chair

4. Dr M. having been appointed interpreted as to the Conditions, the Board proceeded to put these in the form of resolutions, which were communicated in writing to him before his ~~the~~ formal appointment; and before his final acceptance which was delayed for several days, the President took occasion to direct his attention to the terms of the resolutions and to state that ~~I would not ask for any~~ no further pledges could be given than those which they contained. Dr M. had thus full opportunity to suggest any amendment of these conditions that might have occurred to him.

5 The actual text of the resolutions thus submitted to Dr M. is as follows:—

Objection or to

~~1872 — April.~~

8 9 That the Revd. J. Clark Murray be and hereby is appointed (during pleasure of the Governors and no longer) to be Professor of Logic & Metaphysics & Moral Philosophy in this University with a salary of $1800, commencing 1st May, 1872, & regular monthly.

10 That the following be the conditions of the appointment:—

(1) That in event of funds being obtained available for the increase of the salary of the chair of Moral Philosophy alone, such increase shall be made, but not to exceed $2600 in all per annum, and that the times and amounts of such increase

the Salary — Logic and Mental & Moral

shall be in all respects at the direction of the Governors.

"2 That at any time when it may appear to the Governors expedient for Mr. Lillie to undertake the duties of the Olden chair of English Language and literature, in addition to those of the chair of ~~Logic & Mental & Moral~~ Philosophy, and that in that case his Salary shall be $2600 during the term of his discharge of the duties of both chairs."

Logic & Mental & Moral

A letter of thanks was received for $1 Money but is not entered in Minutes. It appears unknown to Board cannot find claim for arrears

6. Within a year after the appointment, the salary was increased to $1400 ~~as a charge to be~~ so that it ~~paid in~~ ~~and $850 paid out of the sum~~ ~~in commutation for~~ the second year to $2200. Of this $1200 were the produce of the John Nottingham endowment given in 1873 and the remaining $1000 from the general funds; but as it was found that Dr M. acted not with advantage if the Income be placed in the combined chair of English and physiology, and as the finances of the University were so depressed that at one time notice had to be given to the Professors of a probable reduction of salaries, it was impossible for more years to go further without imposing on men who had been longer in office. The only other addition made was therefore the sum of $850 for Greek instruction fees, ~~Mentioned above~~ ~~given in 1877, 1878~~ given in 1873 and continued in subsequent years.

7. The interests of Dr M. were not however overlooked, and when in 1878 the Governors had decided on the receipt of establishing a separate chair of English, the Principal directed their attention, in this connection, to the terms of Dr Murray's appointment, and at the meeting of the Board in April 1879, formally authorised the step. A committee was then appointed which however re-

4.

Board adhered to any immediate increase of salary in view of the business of the University and the claims of other chairs. In June 1880 however, the circumstances had so far improved that the finances were enabled to raise the salary of the chair to $2600 and received a formal letter of thanks from Dr M. for so doing, and at the same time Dr M expressed his gratitude in a private letter to the Principal ~~himself~~. ~~I am not aware that~~ At this time neither the Principal, ~~nor~~ the Board had any intimation of ~~any~~ claims for arrears on the part of Dr M., otherwise ~~I feel~~ it is certain ~~that~~ the Board would have specially guarded against these in their resolution increasing the salary. In 1883 the salary was further increased to $2800 and the allowance of $50 given in penury years ~~for six years previously~~ for examinations was withdrawn. Within the past three years the arrangements for the new classes for women have enabled opportunity to be given in the duties of the chair, and its total income to be increased to $3000. It thus appears that at the end of the present session the gross amount received by Dr M from the session of 1874-5 to that of 1878-8 inclusive, will be ~~larger~~ as ~~than~~ if the salary had been raised to $2600 in two years after he assumed office, which he admits is as early as he expected any increase while for future years his position will be considerably better than that which he ~~stipu~~ claimed in 1872.

+ Thus they did not do, but still held Dr M liable to take the English work or any part of it if called on by the Board to do so.

1887-8 ?

Carge as

Albany
J. Thomas
Texas

8. When in 1885, Dr M. for the first time presented his claims for arrears to the Board, the circumstances above referred to having passed from remembrance, and new members having been added to the Board, a committee was appointed to investigate the matter. This committee consisted of Mr J H R Molson, Rev Judge Mackay, and the late Hon Judge Jetté of Mr R A Ramsay. The committee carefully examined all the minutes and correspondence and invited Dr Munro to attend its meetings and give every explanation he deemed. ~~fitness~~. The committee after the most careful inquiry, and while influenced by an evident desire to give the most favourable consideration possible to the claims made, reported that they were informed, and its report was adopted by the Board and communicated to Dr M, who thereupon prepared and submitted a lengthy criticism of the ~~the~~ report of the committee, but the Board declined to reopen the question. The present printed letter is in substance ~~the same~~ similar to ~~both~~ ~~that first mentioned~~. The communication first mentioned,

[On separate leaf]

Finally, the undersigned ~~the Board would add that~~ ~~I believe~~ regrets the dissatisfaction expressed by Dr M, and the trustee cannot thereby to members of the Board of Governors; but cannot take any blame to himself either for neglecting to make Dr M, aware of the conditions of his appointment or for inattention to his interests since he became connected with the University. If he has failed in either respect this has been altogether unintentional ~~on my part~~, and he was both surprised and grieved when he learned ~~that~~ ~~was~~ informed ~~of his views~~ the nature and grounds of Dr M's ~~his~~ claims as set forth in his memorial to the Board. It ~~is~~ will be a matter of little consequence upon ~~which~~ ~~the~~ ~~Dr M.~~ the Board ~~may~~ should rely upon to acquiesce in the report of the committee and the decision of the Board, and more especially if his printed letter should ~~lead~~ cause any public discussion of the subject which could ~~be~~ only lead to unpleasant rumours to Dr M and to his acceptance as a professor.

Notes on
Dr Murray

Private

Summary.

The ~~foregoing~~ foregoing statements of the Principal, with the Correspondence now in the hands of the Board and its Minutes establish the following facts and conclusions:—

(1). That the original negotiations were commenced by the Complainant.

(2). That ~~the~~ the agency of the Principal was limited to stating conditions of candidature.

(3). That ~~he~~ the Principal stated the amount of salary which could be offered and declined to give any pledges as to the precise time or mode of its increase.

(4). That the conditions finally determined to be offered by the Board were communicated in writing to the complainant before his final acceptance of the candidature and with ample time for consideration.

(5). That to prevent any possible misconception his attention was directed by ~~the~~ the Principal to the limitation of the promise as to increase by the Board, and he was informed that the Principal could ask no farther pledges.

(6). That he formally accepted the conditions as stated by the Board in 1872, and did not present ~~his present~~ demands till 1885.

(7). That in the mean time the Board had fulfilled its promises by beginning the increase of salary on the expiry of one year, and so soon as ~~any~~ there was a surplus abo[illegible] the means ~~were placed in its hands~~, and ~~raising it by successive augmentations till~~ in 1883 ~~it became~~ the amount larger than ~~that amount~~ originally asked.

(8). That when in 1885 the present claims were for the first time made known to the Board, it appointed four gentlemen of the highest standing and qualifications to investigate the whole ~~question~~ matter and that

make known his

More than

Sum

Statement
of Murray Case
in relation to
His Salary

their report showed that they regarded the complaint made as altogether baseless.

(9). That in these circumstances the Board is not called on to re-open the question.