

endowment?" Your assumption is, I find, supported neither by the Act nor by the Agreement come to in 1884 by the responsible representatives of all Ontario Universities and Colleges, to which you refer as the basis of the Act. As a matter of fact, both the Agreement and the Act contemplate a common and undivided fund.

By section 16 of the University Property Act it is provided that all fees and other sources of income shall taken together constitute "the General Income Fund" the only first charge on which is that of the Bursar's office (section 23). The Agreement above referred to is equally clear. Section 14 of the Agreement reads as follows:—"The University endowment and all additions thereto shall be applied to the maintenance of the Provincial University, the University Faculty, and University College." In this clause of the Agreement, which was assented to by the representatives of Victoria and all other parties concerned, there is no word either of a first charge upon the endowment or of a partition of the endowment as between University and College Faculties.

This theory of a first charge appears to be an after-thought, and if I am not mistaken is now suggested for the first time. I learn by inquiry that it was never even advanced in the federation negotiations, and I am quite sure that had it been made a condition of federation, the representatives of the University of Toronto and University College, as well as those of the Federating Colleges would never have consented to the scheme.

Let us consider what the concession of this theory would mean? It would mean, first, that University College would thereby cease to have any effective claim upon the endowment, for as you are aware a second claim is at best an uncertainty, and may prove perfectly worthless, and secondly, it is quite conceivable that, by the expansion of the University side of the work, the College might eventually receive from the common fund even less than the amount of fees contributed by it thereto. The friends of the State University evidently foresaw this danger when, in the federation negotiations, they stipulated for a common fund as an essential safeguard. Your implied claim that University College does not enjoy equal rights with the University as regards the endowment is not only a denial of the legal rights of the College, but appears to be a repudiation of what the representatives of Victoria freely conceded during the negotiations referred to.

Your apparent admission of the rights of University College to a share in the endowment surely amounts to nothing, and the logical inference from your assumption seems to be that University College exists only by sufferance, or until the demands of the University subjects shall have extinguished this semblance of a claim—in short, that the State controls but does not support University College. Not only, as I have shown, do you deny, in the face of the clear terms of the Agreement and the Act, the right of University College to a share in the endowment on equal terms with the University of Toronto, but also, following out the same line of argument, you assert that under the Agreement and the Act "full contract provision has been made for University College," and that its "staff is quite as expensive and more valuable and efficient than the one outlined in the Federation Agreement."

I take your phrase, "contract provision," to refer to the clause in the Act (section 77), which provides seven professors, six lecturers, and five fellows for University College. Your assumption evidently is that this is to be regarded as a maximum staff, and as imposing for all time the limits beyond which University College may not expand. You profess to find support for this position in the Federation Agreement, for you say: "The Agreement on which that Act was founded gave to University College a claim to a definite staff of seven professors, one lecturer, six tutors, and six fellows."