

cation. He advised calling together the committee having the duty of drafting the contract.

On October 15th, he (Mr. Clarke) received a telegram from Mr. Slavin from Ottawa that he was passing through Toronto and would be there on the 16th. In the meantime he understood Mr. Jeffrey had called a meeting of the committee or sent notices for a later date, but as Mr. Slavin was going through they didn't wish to bring him back again, so he (Mr. Clarke) came down and met Mr. Slavin, who advised that they meet the professors and their solicitors and have a conference over the matter, which was done. It was considered hardly worth while to bring Mr. D'Avignon down from Windsor for this and Mr. D'Avignon was telegraphed or written to not to come. The whole matter was gone into between the solicitors of the College and the professors who had their solicitor there, the reason for that action being a desire to arrive at some basis or understanding of what was meant by Prof. Shuttleworth's letter, but no understanding could be arrived at as Prof. Shuttleworth would admit nothing unless he had time to deliberate. Time was given for deliberation and Mr. Clarke understood that on the following Monday the professors sent word to the solicitors of the College through their solicitors that they were prepared then to go on and enter into a formal contract.

On the 22nd October Mr. Clarke received a letter from Professor Shuttleworth dated 19th, in which he says he is resolved to adhere to the resolution expressed in the last letter, and doesn't believe he is under any legal or moral obligation to sign any such document, but is willing to adhere to any expressed or implied promise made. Then stating that if he signed a contract it must be expressly understood that he did so without prejudice to any claim he may have. A copy of Professor Shuttleworth's letter was sent to the solicitors of the College.

Mr. Clarke also received a letter from Dr. Avison dated 21st October.

Dr. Avison asked leave to state that the wording in his letter was perfectly clear, was not written hurriedly and explains itself very readily. Up to the time of the receipt of the document he had no intimation from the council that there was any change in his engagement; that if any honorable body wished to make any engagement with him, or make any change in engagement, he expected at least to be notified previous to the time of renewing his services, that he could not be expected to go to the public prints of the Globe, Mail or Empire or any other paper for the statement that any agreement had been made by the council. That he had come to a certain agreement with a certain committee. He never attended a council meeting after that, and heard from no councillor after that; heard nothing at all with reference to it until the receipt of the docu-

ment; that if the council wished him to understand anything he should have been notified in the usual way that such a change had been passed upon and then he would have known what was occurring.

Mr. Hall said that it was well known that Mr. McKee had brought in a resolution, and that the Registrar was instructed to serve notices on the professors, but out of respect to the feelings of the professors no notice was served.

Mr. Clarke resuming said that he answered the letter, and that there was then held a conference between the solicitors of the college and the solicitors employed by the professors (Messrs. Roaf & Roaf) the result of which was a second draft contract prepared by the solicitors of the college. This was returned to the solicitors of the college with some slight change in wording, and it was then submitted to the professors.

This was accepted by them, or rather their solicitors wrote a letter to the solicitors of the college accepting the wording of the contract.

Mr. Sanders said he would draw attention to the fact that Mr. Shuttleworth points out in his letter six or seven instances where the contract as prepared by the solicitors of the College was in accordance with the agreement between himself and the committee, and that in his opinion the whole thing hinged upon that. He understands that the second agreement was prepared modifying the first one or differing in some manner from the first, which was an admission of the joint committee that there was something wrong in that first agreement, but he could not understand why the contract was not prepared strictly in accordance with and in precise terms of that agreement.

Mr. Clarke replied that it was left to the chairman of the committee, who took it to the solicitors of the College; they drew up the contract and sent it to the chairman, and he submitted it to the professors for approval.

On the 16th of November, 1889, he had received a letter enclosing contracts for signature from Mr. Jeffrey, and after signing the contract it was returned to the solicitors to have the professors' signatures attached.

The next he heard was in a letter from Messrs. Edgar & Malone, stating that Messrs. Shuttleworth and Avison would not sign the contract, although the solicitors had at first agreed to do so. They enclosed a copy of a letter from Messrs. Roaf, Roaf & Armstrong.

On November 22nd, in company with Messrs. Jeffrey and Mackenzie, a long interview was had with Messrs. Edgar & Malone, who stated they were unable to arrive at any conclusion or at a basis for an agreement with the professors and agreed that it was impossible to understand what the professors desired. It was suggested that prob-

ably an amicable arrangement could be arrived at by the professors of the College writing a letter embodying their understanding of the agreement.

Mr. Hall enquired whether the Council is clear that it was at the request of the professors that they were not served with a notice.

Mr. Slavin stated that they certainly expressed that wish to himself as chairman of the committee, in fact begged not to have it go in.

Though Mr. Avison was present when it was talked about and explained fully, he was not there at the time.

Mr. Clarke states that on December 3rd he received a letter from Professor Shuttleworth, a copy of which he sent to the College solicitors on the 5th of December, that on the 21st of December he had to leave Canada, and was away for some time. Shortly after his return, on the 24th of January, he received a copy of these contracts from the chairman of that committee, Mr. Jeffrey, when he replied that he would prefer that it lay over until the time of the Council meeting. The question was whether the Council would understand this agreement in the same way as the professors understand it.

Mr. Sanders thought that now they had the information before them they ought to be prepared to do something sensible. He did not know that any other college board had a binding contract in the form of indentures with their professors. It seemed that a very gross misunderstanding had existed between the parties as to the meaning of terms.

He thought it was unfair for the professors to charge the board with quibbling in their correspondence, that he was under the impression after having heard the correspondence and listening to the changes in the indentures, the modifications, which have taken place in them that the quibbling has been on the part of the committee.

Mr. Shuttleworth stated at this point that the second contract which Mr. Clarke spoke of as having been assented to by the solicitors was never submitted to him at all. That Mr. Avison had and thought it was objectionable in some respects; that he did not see Mr. Avison until the following morning; he (Shuttleworth) then went down, looked at the agreement and found that he could not sign it. That Mr. Roaf told him that he would write to Messrs. Edgar & Malone stating what had been said. That he thought that his action in the past in connection with the College and the interest which he had taken in it should show that he had the very best interests of the college at heart.

Mr. Sanders said that if the agreement which now has been partly signed and is at present waiting for signature on the part of the College authorities was in accordance