

Correspondence and statements regarding the teaching of clinical medicine in the University of Edinburgh, 1855-1857 : with a sequel / by T. Laycock.

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CORRESPONDENCE AND STATEMENTS
REGARDING THE
TEACHING OF CLINICAL MEDICINE
IN THE
UNIVERSITY OF EDINBURGH,
1855-1857;

WITH A SEQUEL.

BY T. LAYCOCK,
M.D., F.R.S.E., F.R.C.P., &c.,
PROFESSOR OF THE PRACTICE OF MEDICINE IN THE UNIVERSITY.

EDINBURGH:
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PREFATORY NOTICE.

For the better understanding of the questions discussed in the following pages, it is necessary to premise a few words of explanation.

The duty and privilege of teaching Clinically devolve exclusively upon certain Members of the Medical Faculty of the University of Edinburgh, who, in addition to their ordinary title as Professors of a particular branch of Medical Science, are also designated Professors of Medicine. Thus, the Professor of Anatomy is Professor of *Medicine and* Anatomy. There are at present in the Medical Faculty seven or eight such Professorships. The proportion of these ready or able to act as Clinical Teachers has varied between four and two; but those so acting have always made their own arrangements for carrying on a joint course, with a common purse and common interests.

By the resignation of Dr. Christison in April last, Dr. Bennett and myself were left the only teachers; whereupon an attempt was immediately begun to effect an entire change in the method of Clinical teaching hitherto followed, and to set up competing Professors, with separate and independent interests. Certain Members of the Medical Faculty adopted this plan, and finally, by their arbitrary and irregular proceedings in the matter, rendered it necessary that I should appeal to the Town-Council of Edinburgh, who are by charter the Patrons of the University. The following pages contain the history and result of this appeal. There are three leading documents.

1. The "Correspondence and Statements" laid before the Patrons, as evidence in the case. 2. An Examination of Documents written by Drs. Bennett and Christison, and widely circulated in every direction. 3. The Sequel, printed after the decision of the Patrons was given, and containing an examination of two letters written by Professors Syme and Christison.

T. LAYCOCK.

CORRESPONDENCE AND STATEMENTS

REGARDING THE

TEACHING OF CLINICAL MEDICINE IN THE UNIVERSITY OF EDINBURGH.

PRELIMINARY STATEMENT.

On November 5th instant, I made the following communication to the Honourable the Patrons of the University :—

I beg leave to ask your attention to proceedings on the part of the Medical Faculty and the Senatus Academicus of the University, which, in my opinion, seriously infringe upon the privileges and emoluments of the chair which I hold by your commission. In accordance with the programme of the current academical year, published by your authority, and with the customary rotation of clinical teaching, it is my duty to lecture singly at the Infirmary (the clinical wards) during the ensuing winter three months, and the ensuing summer three months, and to receive a corresponding portion of the fees ; while Dr. Bennett, my colleague, is to lecture singly during the ensuing spring three months. But, within a week of the opening of the session, the Medical Faculty resolved, without my concurrence, and for reasons in a great degree, if not wholly, irrelevant, to change the old method of service and teaching at the Infirmary, and to appoint Dr. Bennett and me to lecture separately, simultaneously, and continuously for nine successive months, thus setting up two competing lecturers within the University, disturbing my arrangements, by compelling me to lecture during the spring three months, and depriving me of the privilege of exclusive teaching during the winter and summer months of this session, and of the corresponding fees. Although there is room for improvement in the clinical teaching of the University, it is manifestly highly injudicious thus to press forward a plan unjust in itself, hastily formed, wholly untried hitherto, and the details of which must be settled when the session had already commenced, and several hours a-day are occupied with college duties—while the method of proceeding is altogether irregular, and the attempt to carry it out a dangerous precedent, and a direct encroachment upon the privileges and emoluments of my chair. I have felt it my duty on these grounds to oppose these proceedings. I therefore request the favour, that you will take immediate steps to the effect that the programme for the academical year, as authorised and advertised by you, may be duly acted on, and that I may be left undisturbed in the exercise of the duties

and privileges conferred upon me by your commission. I enclose the notice of the *Senatus Academicus*, and have the honour to be, my Lord Provost and gentlemen, yours, &c.,

T. LAYCOCK, M.D.,

Professor of the Practice of Physic.

The following is the notice referred to in the above letter :—

NOTICE—Clinical Medicine.—The *Senatus* having sanctioned a resolution of the Medical Faculty, that the clinical lectures be delivered according to the programme already published, with the single addition that the two Professors shall lecture on separate days—one on Mondays and Thursdays, and the other on Tuesdays and Fridays—it is hereby intimated that (Dr. Laycock commencing the course on Friday, November 6, at twelve o'clock, as already intimated) Dr. Bennett will commence his clinical lectures on Monday, November 9, at one o'clock, in the Royal Infirmary, and continue the same every Monday and Thursday throughout the session at the same hour.—University of Edinburgh, 2d November.

The Patrons having considered this communication at their meeting of the 6th instant, passed the following resolution :—

The Magistrates and Town Council having considered the foregoing letter, and the printed notice therein referred to, in respect that the arrangements intimated in the said notice are at variance with the published programme of the University for the present session, and with the customary rotation of clinical teaching, and that these arrangements have been made without the sanction of the Patrons having been either asked or obtained, resolved that the published programme, and the customary rotation of clinical teaching, shall be adhered to by the Professors, and that the arrangements intimated in the foresaid notice shall not, in the meantime, be acted on—leaving to the *Senatus*, if they shall think fit, to apply to the Patrons for their sanction to the said arrangements, or any others which they may deem proper, when such application shall be duly considered, and directed the clerks to communicate this resolution to the Rev. Principal, and that he be requested to intimate the same to the *Senatus Academicus* and also to the individual Professors concerned.

The very Reverend the Principal intimated accordingly, and the *Senatus* directed the notice to be removed. Early on Monday, 9th November, the subjoined notice, in Dr. Bennett's handwriting, was posted at the College-gates :—

In consequence of the reversal of the new arrangements for teaching Clinical Medicine by the Patrons, and the injunction to continue the course according to the Programme, and to the Customary Rotation of Clinical Teaching, Dr. Bennett will deliver the Lectures on Clinical Medicine as Senior Professor for the first three months of the Session on Tuesdays and Fridays at 12 o'clock. (Signed) J. HUGHES BENNETT, *Prof.*

I had already, on Monday November 2d, opened the class of clinical medicine, and taught for some days in the clinical wards. I had also opened the winter course of lectures by an introductory lecture, delivered on Friday November 6th, and had thereafter caused

the names of students to be entered in the inscription-book of the clinical class, and had appointed clinical clerks, all in pursuance of the customary rotation of clinical teaching announced to me by Dr. Christison in January 1856, and agreed to by Dr. Bennett at a meeting of the Medical Faculty of April last.

On Saturday November 7th, however, Dr. Bennett came to the clerks' room of the Infirmary, took possession of the clinical class-book, intruded himself upon the patients in two of the clinical wards, and taught from their cases; and on Tuesday November 11th lectured from my chair in accordance with his notice, and entered students, and has continued to teach and lecture since in like manner. All this was done on the plea, that he is entitled as "Senior Professor" so to act, and contrary to the injunctions of the Patrons that the customary rotation of clinical teaching shall be adhered to by the Professors.

NATURE AND ORIGIN OF THE PRESENT ARRANGEMENTS FOR CLINICAL TEACHING.

I was inducted into the Chair of the Practice of Medicine on November 5th, 1855. At that time I found that I had been announced as a clinical teacher in conjunction with Drs. Christison and Bennett, but I received no communication from them as to my duties, or as to the arrangements for clinical teaching, until after the lapse of several weeks, when at last I addressed a letter of inquiry to Dr. Christison on the subject. Dr. Christison's reply was as follows—and I beg the particular attention of the Patrons to it, *firstly*, because it enunciated to me, as a stranger, the customary rotation of clinical teaching; and *secondly*, because the rotation there laid down by Dr. Christison has been most erroneously attributed to me as its author, as will be seen in the sequel:—

1. DR. CHRISTISON to DR. LAYCOCK.

40 Moray Place, 1st January 1856.

Dear Sir—In the present Income-Tax return, you do not require to return any professional emoluments except those already received, viz., during last year. It is impossible to return what is prospective.

The distribution of the fees has been always strictly regulated by the work done by the respective clinical professors. The principal fees received in November, and the fees received in February, form one fund, divided into three parts, two to pay the lecturers during the six winter session months for attendance and lectures, and one to pay for *attendance only*, in the six summer and autumn months. The summer fees in May pay for the three summer months of lectures. Such at least has been the rule hitherto. But the summer students have become so numerous, at the cost, of course, of the winter class, that Dr. Bennett tells me we shall require

to observe a different rule henceforth. The cause is some change of regulation of the London boards ; the object an equal distribution according to work done.

I see no alternative as to turn of service, except adhering to our old rule, when there were three professors ready to take equal duty at all seasons ; viz., that each shall take a trimestre in succession, and that each shall take the summer trimestre in turn. To you, as junior, would belong the first summer. As you are anxious to take winter duty, I wish I could accommodate you. But I had set aside next summer's exemption from University duty for a special object, which in any other way I cannot attain, and which I ought to have attained two years ago ; and I had made all my prospective arrangements for a *spring spell* at clinical lecturing *as usual*.—I am, yours truly,

R. CHRISTISON.

Dr. Laycock.

Wishing clearly to comprehend the plan of rotation thus laid down by Dr. Christison, I wrote as follows:—

2. Dr. LAYCOCK to Dr. CHRISTISON.

29 York Place, 5th January 1856.

Dear Sir—I presume the following will be the arrangement of our courses of clinical lectures, according to the plan of successive trimestres which you have proposed :—

Winter Session of 1855-56.—Bennett and Christison.

Summer Session, 1856.—Laycock.

Autumnal attendance only, 1856.—Bennett.

Winter Session, 1856-57.—Christison and Laycock.

Summer Session, 1857.—Bennett.

Autumnal attendance only, 1857.—Christison.

WINTER SESSION, 1857-58.—Laycock and Bennett.

Summer Session, 1858.—Christison.

Autumnal attendance only, 1858.—Laycock.

Dr. Bennett commencing the Session of 1858-59.

With this arrangement, the entire receipts from both the winter and summer courses will constitute one fund to be divided into three equal parts, so that it will be of no consequence as to the amount of fees divided, whether the respective classes of summer and winter be large or small. By taking a cycle of three years, the fees and the labour are equalized. I should be glad to know if this is the arrangement which you and Dr. Bennett wish.—I am, dear sir, faithfully yours,

Professor Christison.

T. LAYCOCK.

Dr. Christison replied in explanation as follows:—

3. Dr. CHRISTISON to Dr. LAYCOCK.

40 Moray Place, 6th January 1856.

Dear Sir—I do not feel sure that you have rightly understood what I wrote about the division of the clinical fees.

The practice has been, to divide the winter fees into three parts, two for the professors who lecture during the six months of the winter session, and

one for *attendance* during the six months of summer and autumn. The summer lecturer, again, besides receiving half of the last third (for attendance), has hitherto received also the whole summer fees for lecturing. As it seems probable, however, that late London regulations may force more students than usual into the summer session, it is proposed to mass the summer fees with the winter ones, and divide the whole. But still a portion must be reserved for autumn attendance.

It is difficult to avoid complexity, unless we wait till the close of autumn, and then divide according to duty done. But this is incompatible with another invariable professorial rule, that his lecture fees are paid in advance. A slight modification of the present practice, however, will render the payments not very complex.

The fees drawn in winter being divided into three parts, two are paid in November and in February to the lecturers when they begin.

In summer, if the fees drawn, together with half of the remaining third, do not amount to what each of the winter lecturers received, they will refund the sum necessary to equalize the receipts. If the summer fees, etc., exceed what each winter lecturer received, their receipts will be equalized by the necessary addition from the summer fees.

The sixth of the winter fees will stand over for those who attend in autumn.

It will not do to make one professor do the whole of the duty of the autumn in succession. We have always been accustomed here to a period of relaxation every autumn; and I doubt not you will find the advantage of it. Hitherto three of us have nominally taken each a month. But in point of fact, our attendance has always been irregular during the autumn, care being taken, however, that some one is always in attendance, or on rare occasions one of the ordinary physicians of the hospital.

The autumn's work is paid from the sixth of the winter fees according to what each is found at the close of autumn to have done.—I am, yours most faithfully.

R. CHRISTISON.

My reply is subjoined:—

4. Dr. LAYCOCK to Dr. CHRISTISON.

29 York Place, 23d January 1856.

Dear Sir—I regret to find that your letter of the 6th inst. has remained so long unanswered.

Whatever may be agreeable to you as to the autumnal attendance, will be equally so to me. Perhaps I may be permitted to take October for my month of attendance, as I shall have to give the summer course this year. I am not quite clear, however, whether it is either necessary or advisable to reserve any part of the fees received for *lectures*, to pay for hospital *attendance*. I suppose none of the other physicians are paid. If the fees are made a common fund as you propose, and are equally divided in the way you mention, and the hospital attendance equally divided by each making himself responsible for a month, every thing will be gained in the way of equalization. But this as you please.

As you make no other objection to the details of the arrangement in my last, than as to autumnal attendance, I conclude that with that excep-

tion it has your approval ; * consequently my share of the duties for the next year will be—

Summer Clinical course 1856.

Month's Infirmary attendance, October 1856.

Spring Clinical Course, 1857.

Very truly yours,

T. LAYCOCK.

Professor Christison.

At the close of the spring trimestre, Dr. Christison transferred the clinical wards to me, and enclosed a note with the class-book, dated 25th April 1856, containing the following :—

“ Dr. Bennett, our treasurer this year, will pay you £——, the half of the third of the winter fees. The other half of the third goes to pay those physicians who attend in the autumn. If your fees to be received this summer fall short of that sum, you will be put on an equality with the winter lecturers by the necessary sums to be refunded by them. If your fees exceed £——, the surplus is divided equally among us three.”

I took charge of the wards accordingly, and commenced the clinical course. Shortly afterwards, I received, as summer teacher, the following letter from Dr. Bennett :—

5. Dr. BENNETT to Dr. LAYCOCK.

1 *Glenfinlas Street, May 21st, 1856.*

Dear Sir—It has been usual to furnish the Treasurer with a list of the number of students attending the class, arranged as follows, viz.—

So many gratis	
—— Old Perpetuals	
—— New Perpetuals	
—— 1st Course	
—— 2d Course	
—— 3d Course	
No. attending.	

Total amount received . . . £

Perhaps you will be good enough at your leisure to furnish me with a list. In the meantime I send you . . . £ ...
which, with the

you have received, makes . . . £ ...
a sum equal to one third of the winter and spring fees of the clinical class.—
I am, etc.

Dr. Laycock.

J. HUGHES BENNETT.

P.S.—I shall be ready to relieve you of the clinical wards on the first of September.

* In a subsequent letter (see No. 6, next page), Dr. Christison stated that my understanding of the arrangement proposed by him was “quite correct.”

On September 2d, Dr. Bennett took charge of the clinical wards, and shortly after forwarded to me my share of the autumn-sixth of the winter fees for attendance at the Infirmary.

The fees received during this year (1855-56) were equally divided by Dr. Bennett amongst the three Professors, according to his own plan (see Dr. Christison's letter, No. 1, page 6), and the duty was equally divided amongst them by a plan of rotation set forth by Dr. Christison himself in the same letter, the old rule of rotation of service. Although the name of Dr. Christison stood first on the list of acting Professors, and that of Dr. Bennett second—that is according to seniority—the rotation was not in that order, for Dr. Bennett opened the Session of 1855-56, and was succeeded by Dr. Christison; while, according to the rotation of 1856-57, Dr. Christison was to open the Session, to be followed by Dr. Laycock.

Leaving home for a few days in September, I learned on my return that Dr. Bennett was to open the winter trimestre of the ensuing session, and that Dr. Christison would not lecture during the winter, but in summer. Thinking I had misunderstood the system of rotation, I wrote a short note to Dr. Christison asking information, on the presumption that the plan of rotation already settled would be adhered to. Dr. Christison wrote as follows:—

6.—Dr. CHRISTISON to Dr. LAYCOCK.

40 *Moray Place*, 8th October 1856.

Dear Sir—As your understanding of our clinical arrangements was quite correct, and your letter of the 3d assumed it to be so, I thought it scarcely necessary to send you an answer. But it is right for me to mention, that as, on due consideration, I am satisfied I cannot command the necessary time to do full justice to the course of clinical medicine during the coming winter session, I have asked Dr. Bennett to do the duty of the first trimestre for me. This change will not affect your part of the service. But I thought it right to inform you of my resolution. I have come to it with much reluctance. With my other occupations, however, I have found it for some years impossible at all times to discharge my clinical duty to my satisfaction; and I am convinced I am doing only my duty to the University now in surrendering the work for this winter, at all events.—
I am, yours truly,

R. CHRISTISON.

Dr. Laycock.

The closing expression, "for this winter, at all events," induced me to infer that the change in the arrangement, although not strictly in accordance with the principle of rotation, might be considered as simply a change of service between two Professors. Dr. Bennett opened the session accordingly, and in February transferred the wards to me. On

the last Saturday in March 1857, the summer programme is arranged at a meeting of the Senatus Academicus, and I observed that at that meeting Dr. Bennett inserted his name therein as the summer lecturer. I called his attention to the circumstance that Dr. Christison was expected to lecture during the summer, and he replied that it was so originally intended, but that Dr. Christison now declined to teach, and that therefore he (Dr. Bennett) should take the duty. I questioned the propriety of Dr. Bennett's decision, and after much consideration of the matter, it appeared to me, 1st, that Dr. Christison, not being one of the Professors "able and willing to teach" during the academical year, had no more right than others in the same position in the Medical Faculty, as the Professors of Medical Jurisprudence, Botany, Midwifery, etc., to appoint Professors to an office he had practically vacated. 2d, That the sanction of usage to an arrangement between two Professors to the exclusion of a third could not be admitted to apply to the existing circumstances. I therefore wrote to Dr. Bennett the following :—

7.—Dr. LAYCOCK to Dr. BENNETT.

April 6th, 1857.

Dear Sir—After careful consideration of the rotation of service which we agreed upon, as Clinical Professors, I have come to the conclusion that on the withdrawal of Dr. Christison in September last, it devolved upon me, as the next in rotation, to have opened the current winter session, and not upon yourself; and, consequently, that according to the same rotation, it is my business, and not yours, to give the summer course of lectures for the year.

It appears to me that, as your sole colleague for the winter session, after the withdrawal of Dr. Christison, and, indeed, whether or no, your name should not have been placed out of rotation before mine, and printed in the programme for the session as opening the winter course, without my concurrence being first had; in like manner as to the summer course, for which you named yourself to the Senate on Friday last, without first consulting me—thus assuming to yourself six months of the nine without my sanction, although only entitled to one half. I need hardly say that I cannot possibly be expected to agree to such arrangements, and I therefore claim to deliver my own share of the clinical courses for the year, and must appeal to the Faculty and Senate unless we can come to an arrangement at once.

As probably more agreeable to you, I will not press upon you now that the system of rotation be carried out on this occasion, but will agree to share the summer course with you. I therefore propose, as an amicable arrangement, that I should go on with the clinical lectures until the middle of June. You can then take the wards for three months, and then complete your six months' duty, and I will then take them up to November, and so go on with them for the first trimestre of next session, or longer, according as there may be two or three Professors. If you wish to arrange this matter between ourselves, an early answer (to-day) will be necessary, as

there will be a meeting of the Senate on Thursday.—I am, dear Sir, truly
yours,

T. LAYCOCK.

Dr. Bennett.

Dr. Bennett replied immediately :—

8. Dr. BENNETT to Dr. LAYCOCK.

1 *Glenfinlas Street, April 7th, 1857.*

Dear Sir—I have consulted with Dr. Christison regarding your proposal, and placed your letter before him. We are both of opinion that as to your lecturing this summer, that is, six months without interruption, it is quite unprecedented, and out of the question. As to dividing a three months' course of lectures into six weeks' teaching by two professors, that was only done in the case of Dr. Alison, in consequence of his ill health, and is for many reasons very objectionable. Dr. Christison and myself, therefore, are of opinion that in future you and I should take the summer course alternately, and that, as it is now my turn, and as I am the senior professor, I should commence that system. Should you not agree to this, you had better communicate with Dr. Balfour, and have a meeting of the Faculty summoned at once. It is useless applying to the Senate, who always remit such matters to the Faculty.—I am, yours truly,

J. HUGHES BENNETT.

Dr. Laycock.

Here, again, Dr. Christison appeared to assume the right to arrange the business of clinical teaching, in conjunction with Dr. Bennett, although taking no part in the business of the year, and although it was not probable he would do so for the future. I therefore thought it proper to refer the matter to the Medical Faculty, and it was put in the billet of the meeting to be held on April 9th.

At that meeting Dr. Bennett brought forward his proposition, and, after some discussion, it was agreed to ; I, on my part, assenting to it, on the condition that I should have the whole of the ensuing autumn attendance, and therewith half the winter fees. But the Faculty did not settle this question of the fees. The Faculty, however, to quote Dr. Bennett's own account (see his Letter to the Patrons, page 1), resolved, at this meeting, "that the remaining two Professors who were willing to give Clinical Lectures, viz., Drs. Bennett and Laycock, should give the summer course ALTERNATELY, Dr. Bennett as senior commencing ;" and consequently, my turn or rotation of lecturing being the next trimestre, or, in other words, the three first months of the present winter session.

THE FIRST OPEN ATTEMPT TO DIVIDE THE CLINIC.

The arrangements for the next Session being thus, as I hoped, clearly settled by the intervention of the Medical Faculty, I was anxious

to have the differences as to the fees of the past Session adjusted. But I found that while Dr. Bennett would concede my demand, he claimed to add one-sixth of the winter fees to those of the summer *without* accounting for the latter, or for any surplus accruing after equalization. This I objected to as a breach of our arrangements as settled last year. I communicated with Dr. Balfour the Dean, who spoke to Dr. Bennett, and wrote as follows :—

9. Dr. BALFOUR to Dr. LAYCOCK.

27 *Inverleith Row*, 17th April 1857.

Dear Laycock—I find that Bennett proposes to adhere to the arrangement that you should receive for your autumn services one-sixth of the winter fees. If this can be arranged for the *present year*, then all future difficulties will be obviated.

I shall then draw up a minute for your approval and Dr. Bennett's.

I see that Bennett is anxious that in future some arrangements should be made for *permanent wards* for you and him as Clinical Professors, so as to put you on a footing with the *extra-academical lecturers*. I suppose you will have no objection to this if the managers of the Infirmary will consent.—
I am, yours sincerely,

J. H. BALFOUR.

This was the first intimation I had of Dr. Bennett's intentions as to the division of the clinic. The proposal to have *permanent wards* was one I was most willing to entertain. To me, as Professor of the *Practice* of Medicine, a daily experience of disease is particularly valuable, because it enables me to add to my own practical knowledge, and at the same time affords me an opportunity for practical research, so necessary to the success of a teacher of practical medicine. Besides, in no important medical school is there a teacher occupying a similar position to mine, who is not provided with permanent wards for these express purposes. And having deeply felt the want of them ever since I came to Edinburgh, I have been anxious to have them. I was therefore most favourably disposed towards any fair plan which would secure me permanent wards. On the same day that I received Dr. Bennett's letter, he asked me to meet him at the College and discuss the clinical affair; but as the question of fees was still unsettled, and I had not had an opportunity of inquiring about it, I referred him to Dr. Balfour the Dean. Dr. Bennett thereupon wrote to Dr. Balfour, and on the same day I received his letter from the Dean; but the latter also informed me, to my great surprise, that Dr. Christison and Dr. Bennett had already arranged to have a conference with the managers of the Royal Infirmary on the subject, on the next Monday. The following is Dr. Bennett's letter to Dr. Balfour :—

10. DR. BENNETT TO DR. BALFOUR.

1 Glenfinlas Street, April 18, 1857.

My dear Balfour—This afternoon I sent a note to Dr. Laycock requesting him to meet me in the Senate Hall so that we might talk over the clinical affair. He declined, saying he preferred leaving it in your hand. Of course I have no objection, although as neither he or you seem to be thoroughly acquainted with the arrangements, it renders matters more troublesome. Still it is absolutely essential, before we go to the managers, that Dr. Laycock and myself should come to some understanding, for reasons I have formerly mentioned to you.

According to an arrangement suggested by Dr. Laycock, Dr. Christison was to commence the Session 1856-57, and lecture November, December, and January.

Dr. Laycock was to lecture February, March, April.

I was to lecture May, June, July.

The autumn, as usual, to be divided amongst the three.

Dr. Christison found it impossible to lecture his winter three months, and, in accordance with immemorial usage, and with his right, he asked me to lecture for him. I did so, which in no way infringes on my title to lecture for myself next summer. Dr. Laycock, not being contented with his own arrangement, brings it before the Medical Faculty April 9th. At this meeting Dr. Christison resigns his office as clinical teacher; and with a view of conciliating, and making matters equal, I propose, "That in future the summer course should be taught alternately by Dr. Laycock and myself, but that as it is my turn, and as the Senior Professor, I should commence this new system."

This motion, after warm discussion, was agreed to by the Faculty. But Dr. Laycock raised a claim to half the winter fees, which, as being retrospective, I objected to. Unfortunately the Faculty did not decide the question of fees, and Dr. Laycock hinted law proceedings. The mode in which the fees have been divided hitherto is as follows:—The winter fees are divided into three portions. One portion goes to the winter professor of three months; a second portion to the spring professor of three months; the third portion is divided into two halves, one of which, together with the summer fees, goes to the summer professor of three months, and the remaining half is equally divided between those who do the autumn duty. Dr. Laycock, however, insisted last year that he should receive for his summer course the same money as Dr. Christison and myself had received for our winter and spring courses. As this was a mere money question, Dr. C. and myself agreed to it (however unusual), and in consequence—the summer fees, together with one-sixth of the whole, not amounting to what Dr. C. and myself had received—an extra sum was paid Dr. Laycock out of the portion set aside for autumnal work. This year Dr. Christison's third had been paid, Dr. Laycock's third has been paid, and in accordance with the decision of Faculty, half the remaining third, together with the summer fees, will belong to me, as they will do to Dr. Laycock next year. The autumn will be divided between us both; I taking the first six weeks, he the latter ones, and commencing the clinic next winter. But I have now to propose that the managers be requested to give Dr. Laycock and myself thirty beds each, and that we each establish a separate clinic—

each having a separate service, and giving distinct courses of lectures—one on Mondays and Thursdays, the other on Tuesdays and Fridays ; of course understanding that the hour of lecture be one o'clock, so as not to interfere with the surgical clinic. This will avoid all possibility of future difference and constant derangement of plans. Considering the circumstances I have frequently explained to you, it is just possible that the managers may consent to this arrangement ; but of course Dr. Laycock's consent and co-operation is required, and that before we see the managers. But if this plan be carried out, Dr. Laycock might say it deprives me of the advantage of lecturing both in the winter and summer next year, according to the plan agreed upon at the last meeting of the Faculty. To meet this difficulty, I consent to Dr. Laycock taking the autumn three months, and receiving the entire half of the fees not yet appropriated—that is, in point of fact, one-half the winter fees, which is what he demanded at the meeting referred to. But this must be understood as being contingent on our having separate clinics next winter ; for if not, the present arrangement holds, as I have previously explained, or until a new Professor of Clinical Medicine be appointed, which, under such circumstances, would probably be not long delayed. Now, perhaps, you will lay all this before Dr. Laycock, so that we may have his determination before our proposed meeting with the managers.—Yours very truly,

J. H. BENNETT.

In making this last arrangement, I hope you understand that I make a sacrifice. What I wish to know, as early as possible, is, yes or no from Dr. L., as in either case we shall know how to act.

I was astonished at this letter. The statements as to my conduct, and the insinuations as to my motives, I knew to be wholly groundless. The bold assumption of the points in dispute was startling. The Faculty had not decided that Dr. Bennett, acting as treasurer, should be at liberty to depart from his own arrangements as to the division of the fees. Dr. Christison's third of the winter fees had not been paid, for the sufficient reason that he had never taken duty, and was not entitled to it. Then there was the extraordinary proposal, that Dr. Bennett would allow me the twelfth of the winter fees of the past session, with six weeks of autumn attendance, if I would give up the sixth of the winter fees of next session, together with the exclusive right to deliver the next year's summer course and receive the fees ; while this offer was made only conditionally, in a way which no man with ordinary feelings of self-respect could consent to, however much he might approve of the object.

In this letter, Dr. Bennett asserts that I suggested the rotation of service upon which we were acting, and that I was not content with my own arrangement. It is sufficient to refer to Dr. Christison's letter of January 1st, to see that the first of these assertions is not in accordance with the fact ; and as to the second, my whole anxiety ever was

strictly to act up to it. But Dr. Bennett's letter contains a still graver assertion, though an equally unfounded one. For fear, however, of error of any kind in reference to the very painful accusation to which I advert, let me cite Dr. Bennett's own words from his letter to Dr. Balfour:—

“Dr. Laycock (says Dr. Bennett) insisted last year that he should receive for his summer course the same money as Dr. Christison and myself had received for our winter and spring course. As this (Dr. Bennett adds) was a mere money matter, Dr. Christison and myself agreed to it, however unusual.” (See preceding letter, No. 10, p. 14.)

It would be difficult to make a more cruel or more unfounded misrepresentation of facts and motives. So far from this arrangement of fees being mine, or from my having a voice in its origin, a letter, already printed (Letter 1), proves that the arrangement itself was sent to me from Drs. Christison and Bennett:—

“The summer fees in May (wrote Dr. Christison to me) pay for the three summer months of lectures—such at least has been the rule hitherto. But the summer students have become so numerous, at the cost, of course, of the winter class, *that Dr. Bennett tells me we shall require to observe a different rule henceforth.* The cause is some change in the London Boards; *the object, an equal distribution according to work done.*”—(See Letter No. 1, page 6.)

It was not I therefore, but Dr. Bennett himself, that made this new arrangement about the summer fees. I assented from the first, and without question or cavil of any kind, both to the mode of arranging the rotation of lectures and the mode of arranging the fees, laid down by Dr. Christison. It was (according to Dr. Christison's testimony) Dr. Bennett who, early in our first conjoint course, suggested a change to be made in the manner of dividing the fees; and he required the change too, with the avowed object of sharing with me an anticipated surplus. When he coolly asserts to the Dean more than a year subsequently, that it was I who, “for a mere money matter,” altered the allocation and distribution of the summer fees, Dr. Bennett for a moment loses his very identity, and mistakes himself for me; and the obloquy which he most properly affixes to such mercenary conduct, of course wholly applies to himself.

Feeling that Dr. Bennett's proceedings were calculated to lower my character in the estimation of my colleagues, I took decided steps to defend myself from the imputations cast upon me; for on May 1st, when I surrendered the clinical wards to Dr. Bennett, I wrote a letter to the Dean, containing a full explanation of our arrangement as to service and fees, with extracts from Dr. Christison's letters, intending

to have it communicated to the Members of the Faculty. But in the meanwhile, Dr. Balfour made another attempt to arrange the dispute as to the fees, and proposed the following arrangement:—

“Dr. Bennett to have the summer fees of 1857.

“He may add to them as much of the one-sixth of the winter fees as may be required to make up the summer fees to the amount of the winter fees.

“Dr. Laycock to have the autumn work, and the remaining one-sixth, together with any balance that may remain of the other one-sixth, after equalising fees.”

As Dr. Bennett refused to accede to so equitable an arrangement, I referred, in my letter of the 1st May, to the changes which Dr. Bennett had repeatedly made as follows:—

11. Dr. LAYCOCK to Dr. BALFOUR.

1st May 1857.

I feel that there should be some guarantee against these constant changes, or nothing can be settled. Dr. Bennett proposes—First, A change in the old mode of dividing the fees, so that a surplus expected to accrue from my summer fees, may be divided between himself and Dr. Christison. . . . Now that he has the summer session, he proposes to take the entire summer fees, together with a sixth of those of the winter, *reserving to himself the surplus*, if any. *Next session we may have another arrangement insisted upon by Dr. Bennett, on no more substantial grounds than before; or he may attempt to divide the Chair altogether, as he proposes in his letter to you.*

This has proved prophetic. My letter, together with Dr. Bennett's, was sent round to the Faculty, and in this way they both came under Dr. Bennett's notice on the 5th June. On the 6th he wrote to me, again proposing an interview. This letter began as follows:—

12. Dr. BENNETT to Dr. LAYCOCK.

1 Glenfinlas Street, June 6th, 1857.

Dear Sir—Yesterday evening, I for the first time perused a letter written by you, and dated May 1st. It appears to me from that letter that you are labouring under a misapprehension, which I am very anxious to remove, because if we, who have now a common interest in the Clinical Chair, should continue to pursue this unfortunate difference, the certain result will be a serious injury to ourselves. When, then, I inform you that I was quite unacquainted with, and up to this moment have never seen the correspondence between you and Dr. C., and that the paper written by yourself, and dated January 5th, 1856, was shown to me by him as *your plan and proposal*, you will, I hope, at once see how I was led to make the statement I have done with regard to that arrangement having originated with you. As to the other points, I shall be able to reconcile any discrepancy that may appear to you to exist between the contents of my letter of the 18th April to Dr. Balfour, and those in the letters of Dr. Christison to you.

J. HUGHES BENNETT.

I gave Dr. Bennett the interview he requested; and at once showed him Dr. Christison's letters, and also a copy of mine of January 5th. I particularly called his attention to the words commencing my letter to Dr. Christison, as proving that Dr. C. could not have truly alleged that the arrangement was my plan and proposal—"I presume the following is the arrangement of our courses of Clinical Lectures, according to the plan of successive trimestres which *you have proposed*;" and those ending the letter—"I should be glad to know *if this is the arrangement which you and Dr. Bennett wish*." Dr. Bennett acknowledged that the correspondence was conclusive as to the source of the arrangements, and promised to withdraw his statements. Nevertheless he would not agree to pay the sums due, but renewed his offer of a compromise as to the division of the Chair, and finally made a new proposition that we should change the rotation into *four months* of lecture next year, instead of three. This new arrangement would have had the effect of giving him one month additional of lectures, and the privilege of opening the summer course. On my part I refused to take any steps whatever in the matter, until our pecuniary disputes were settled, and to effect this I proposed to refer them to arbitration. To this Dr. Bennett at last agreed, and each was to name an arbitrator. I resolved that his arbitrator should be also mine, if possible; I therefore waited until he had named his, and on the 12th June wrote as follows:—

13. Dr. LAYCOCK to Dr. BENNETT.

Rutland Street, 12th June 1857.

Dear Sir—Have you thought of an arbitrator yet, as agreed on when we met last Saturday? The sooner we settle present differences the better; we shall then be in a position to arrange the other affair [of the clinic] one way or the other.

On considering your plans for our future arrangements, provided we go on as usual, I am satisfied that that which you first proposed (in April last) is the simplest and best—namely, each to have the summer trimestre alternately, dividing, of course, the autumn and winter. If, however, you wish to press the other plan of four months, this question had better be settled at the arbitration about the other matter.—Yours very truly,

Dr. J. H. Bennett.

T. LAYCOCK.

I find that you have not yet written to the Dean withdrawing your erroneous statements as to myself, as you promised to do.

Dr. Bennett thereupon named Mr. Syme as his arbitrator, in the following letter:—

14. Dr. BENNETT to Dr. LAYCOCK.

Dear Sir—The arbitrator whom I beg to appoint is Professor Syme, who has kindly consented to act for me. He, with the Professor whom

you may appoint, will, I hope, not only settle present difficulties, but bring the whole subject before the Faculty, so as to avoid future ones.

You must have mistaken me about my promising to acknowledge errors, because I have not committed any. What I *did* promise was to inform Dr. Balfour that we had come to an understanding verbally; and that from a private correspondence which you and Dr. Christison had carried on without my knowledge, it would appear that some of the arrangements included in your plan were originally suggested by him. This I have done.

Yours very truly,
J. H. BENNETT.

It is worthy of more than a passing notice, that while Dr. Bennett affirms that Dr. Christison carried on a private correspondence with me without his knowledge, he quotes from my letter of January 5th to Dr. Christison in his of April 18th, and distinctly states that Dr. Christison shewed it to him as *my* plan and proposal, thus asserting in the same sentence that he *had* and *had not* knowledge of the correspondence; and imputing at the same time to Dr. Christison a grave misstatement as to the origin of our plan of service, which it concerns Dr. Christison and not myself to explain. Again, in his letter to me of 21st May (No. 5), in which he requires me to give an account of my summer receipts, he carries out the arrangement as to the fees which Dr. Christison says he (Dr. Bennett) required to be made, a proof that if he had not actually read Dr. Christison's letters to me, he knew perfectly well the substance of them. And certainly he did acknowledge to me that his statements as to my share in the transactions were erroneous, for he could not act otherwise with the letters before him; and he did promise to retract them, as any man under the circumstances would.

MR. SYME'S ARBITRATION.

It has been repeatedly asserted that, having submitted the future arrangements as to clinical teaching to Mr. Syme's arbitration, I would not abide by his award. This is altogether incorrect. I submitted no point to him except the question of fees, and consented to no point being submitted to him except as to the question whether the future rotation should remain as before by periods of three months, or be changed to four months, as required by Dr. Bennett (Letters 13, 14). Mr. Syme's interference further was wholly *ultra vires*, so far as I was concerned. Having no personal acquaintance with Mr. Syme, I first named Dr. Simpson as arbitrator on my side, but at his request Mr. Syme agreed to act as arbitrator for me as well as for Dr. Bennett; and I forthwith sent to Mr. Syme a written statement of my claims, together with my

letter of May 1st to Dr. Balfour, containing my views of the questions raised, and extracts from the correspondence.

This statement set forth the question raised by the change in the rotation of service, by which Dr. Bennett opened the session of 1856-57 instead of myself, and also the change in the mode of dividing the fees. The following two claims were put to him in that document as those for his arbitration on my part.

“Dr. Laycock’s claims are these :—

“1. He was entitled to open the session, and to give the summer course. He would then have been entitled to the advantage of six months’ hospital attendance and lectures, and to two-thirds of the fees received for lectures. Dr. Bennett having taken this from him without authority or consultation with him, ought to make reparation. To this end Dr. Laycock claims at least the whole of the autumnal attendance. This concession amounts, in fact, to only six weeks of attendance, and is *demanded as a matter of principle*.

“2. The fees should be divided according to the plan agreed upon last year; that is to say, a sixth of the winter fees being taken for autumn attendance; the summer fees and the remainder of the winter fees to be made into a common fund—one third for Dr. Laycock, and two thirds for Dr. Bennett.”

Such were the two questions, put in writing, which Mr. Syme, acting as sole arbitrator, had to answer, yes or no. But instead of doing this, before he arbitrated he called at my house, and asked me to agree to Dr. Bennett’s propositions, that we should apply to the managers of the Infirmary for additional beds, and in the event of obtaining them, give separate and simultaneous courses of lectures, with separate fees. Mr. Syme affirms that he added a third proposition, namely, that if we failed to obtain additional beds, the summer course of 1858 should be divided between us with the existing beds, but this is certainly an error.

I at that time informed Mr. Syme that I must decline, as I had invariably done before, to entertain any proposition as to the future clinical teaching, until the pecuniary disputes arising out of the transactions of the past session were settled. I explained to him that I had no objection personally to Dr. Bennett having a separate course and receiving separate fees; I had really no wish to share in the gains his reputation might bring him; and I might even be thought willing to compete with him for students on my own estimate of my competency to do so. But in my opinion this was not the question; the business was one involving the general interests of the University, and I could be no party therefore to private arrangements having regard only to personal interests. Mr. Syme then asked, on the ground that it would

facilitate his efforts at arbitration, that I would consent to his bringing the matter before the Medical Faculty, and I agreed that he should do so, and also to adhere to the opinion of the Faculty so taken. But, at the same time, I assured Mr. Syme that the additional beds required to carry out Dr. Bennett's schemes would not be granted, inasmuch as the managers had already declared, in their report, that they would open no more until the income of the Infirmary allowed of the increase. Mr. Syme replied that that was of no consequence; all I need to do was to consent to his proposition. Mr. Syme had a written paper in his hand and read from it, but he offered me no copy, nor did I receive one; neither did he say anything to imply that his arbitration was to be a money compromise, or that I was to forego the arrangements in my favour of the next session, already settled by the Faculty, April 9th, at the instance of Dr. Bennett himself; if he had done that, I would have at once declined his further interference, as the arbitration was instituted expressly to decide a question of right, and to avoid a compromise. No arbitration was needed to effect that, as I had only to accept Dr. Bennett's offer.

On July 22d, in accordance with my concurrence so obtained, Mr. Syme next called the attention of the Medical Faculty to the subject. He caused a minute to be entered that he had arbitrated as to the duties and fees of the Clinical Chair. He made no mention of separate and independent interests being agreed to, or indeed of any arrangements he had made, but simply explained the propriety of applying to the Managers of the Infirmary for additional beds and clerks, on the ground that the University ought to be nearer on an equality with the extra-academical school as to clinical patronage and number of beds. The force of his statements and of those of Dr. Bennett, who followed him, was fully acknowledged. Dr. Bennett then produced a memorial to the Managers, ready drawn up in conformity with these statements, which was referred to Dr. Christison, Dr. Bennett, and myself, to look over, and was finally sent to the Managers on July 27th.

MEMORIAL from the MEDICAL FACULTY to the MANAGERS of the ROYAL INFIRMARY.

Edinburgh, July 27, 1857.

Gentlemen—I have been directed by the Medical Faculty of the University, to request your favourable consideration of the following statement:—

Since the foundation of the University Course of Instruction in Clinical Medicine in 1747, until a few years ago, the Managers of the Royal Infirmary regarded this Institution with peculiar favour, and watched over its

interests with solicitude. In 1831, when a rival course of instruction was founded, with full concurrence of the Clinical Professors, in connection with the ordinary wards of the Hospital, the Managers took care to preserve untouched the privileges which had long been granted to the University Teachers. Among these, the most important for the efficiency and well known celebrity of their system of instruction at and prior to that period, was an unlimited right of selection among the whole medical cases daily admitted into the Infirmary. But afterwards, in spite of their repeated remonstrances and appeals to the injurious consequences which had resulted, the University and Extra-Academical Courses were eventually put upon exactly the same footing. The Clinical Professors and their pupils have repeatedly had occasion to complain that the resources for instruction had thus been materially crippled, especially in the latter months of the Winter Session, when very many topics were necessarily exhausted, and new subjects of lecture and a greater variety of them became indispensable. The Managers have, on several occasions, attempted to remedy the grievances which the Clinical Professors laid before them; but while the Professors cheerfully acknowledge the kind intentions of the Managers thus to counteract the evil influence of the measures sanctioned by their predecessors, it is the duty of the Professors to apprise them, that these measures have been attended with only partial success.

But at length a further alteration in the Clinical arrangements threatens the University Course with greater danger than ever. For, during the last two years, the Ordinary Physicians have been permitted to organise their Course of Lectures on a footing which places the Professors in a most disadvantageous position. They have united for the purpose of giving a joint course, and have advertised that 150 beds are placed at their disposal for Clinical instruction. It need scarcely be pointed out, that three physicians, acting at once, are enabled to offer greater facilities for instruction, and to present a more interesting selection of cases, than three physicians acting separately and in rotation, can do, with only one-third the number of beds. In short, by this arrangement, the Clinical Professors are placed altogether in an inferior position in the Infirmary, and the Ordinary Physicians are enabled, at a diminished fee, to offer students of medicine greater advantages. Further, while the Clinical Professors have the privilege of naming one Resident Physician, and Six Clinical Clerks, the Ordinary Physicians name three Resident Physicians, and may name eighteen Clinical Clerks. This gives them another remarkable advantage over the Professors, as there can be no doubt that such offices are, and ought to be, highly prized by Clinical Students. Instances, indeed, are known to the Professors where students who have announced the intention of attending their Class, have been induced, by the offer of these appointments, not to do so, and to follow ever after the Extra-Academical Clinic.*

Without any desire to find fault with the arrangements made for teaching by the Extra-Academical Lecturers, the Medical Faculty think it necessary to point out the importance and necessity of also maintaining the means of instruction which ought to belong to the Clinical Professors. They are also desirous of impressing upon the Managers the fact, that of late years the system of Clinical Teaching has undergone a great change. For the most part, it is now carried on at the bed-side, and involves a larger amount of time and of practical demonstration than formerly. It has

* This assertion is, as has since appeared, of very doubtful accuracy.

become necessary to instruct the student in Percussion, Auscultation, the use of the Microscope, and of Chemical Tests, at the bed-side, together with the mode of examining the condition of the patient for himself, and of forming his own opinions as to a correct diagnosis and an appropriate treatment. Anxious to give full development to this system of Clinical instruction, the Professors are willing to give greater time and attention to its details; and the Faculty are unanimously of opinion, that two Professors acting together in separate wards, would enable them to do so more efficiently. With a view, therefore, of obviating the disadvantages under which the Clinical Professors now labour, the Faculty propose :—

1st. That two Clinical Professors should be permitted to act at the same time, each to have forty beds, with male and female wards.

2d. That, with a view of dividing the Students, and rendering practical instruction more efficient, each Professor should lecture twice a week, and conduct his own system of Clinical instruction, with a Resident Physician, and staff of Clinical Clerks.

3d. That, in order to carry out these arrangements, new rules be drawn up with regard to the admission of patients, and other minor matters that may be necessary.

(Signed) J. H. BALFOUR, *Dean, etc.*

This memorial being thus agreed to, Mr. Syme next stated to me verbally at the college, his award as to fees. He said he awarded to me the autumn attendance. As to the change of rotation from periods of four months to three, he advised no change to be made. A day or two subsequently, when we met again at the College, I called Mr. Syme's attention to the circumstance, that he had not expressed an opinion on the second point submitted to him by me, and explained to him the necessity of having that settled as a guide to the arrangements of next session. He seemed to acquiesce, but on 30th July (a few days afterwards) he wrote to me saying that he had given his award, and as I revived one of the disputed claims, he "must resign his office of pacificator." I did not understand that to ask for an explanation of the terms of an award was to repudiate it; nor, as I had consented to all that Mr. Syme had requested as to the application to the managers, and as the memorial had been already transmitted, did I conceive that anything was left for me to do. Mr. Syme and Dr. Bennett, however, thought differently. When, therefore, on August 1st, I went to the Infirmary to take charge of the clinical wards for the autumn, Dr. Bennett refused to transfer them, on the ground that I had repudiated the award. Meeting Dr. Christison in the Senate Hall, I made him acquainted with the circumstances, and he engaged to get Mr. Syme to write down his award, so that we might understand what it really was. Having waited three days, and not hearing from Dr. Christison, I applied to Mr. Syme for his award in writing, as follows :—

15. Dr. LAYCOCK to Mr. SYME.

Rutland Street, August 4, 1857.

Dear Sir—When I went to the Infirmary on Saturday last (August 1st) to take charge of the clinical wards for the autumn, in accordance with your award on that point, and with which both Dr. Bennett and I had expressed our concurrence, Dr. Bennett formally refused to transfer them, on the pretext that I had repudiated the award. I assured him that I had not done so, yet he still retains them, alleging your authority for the pretext.

Under these circumstances, I have to request the favour that you will return to me the explanatory documents I placed in your hands, and also a statement of your award in writing, including that portion of it which refers to the proposed division of the course, and *with which I have already complied*.—I am, &c.

T. LAYCOCK.

An hour after I had sent this letter, I received from Dr. Christison a copy of the subjoined letter from Mr. Syme to him :—

16. Mr. SYME to Dr. CHRISTISON.

August 1, 1857.

My dear C.—The case stands thus : Bennett asked me to represent his interest, and Laycock asked Simpson to do the same for him. Then both Simpson and Laycock asked me to take the whole affair under my own charge.

Having considered the claim and disputed points of both parties, I proposed as a settlement of the past, that Laycock should have the clinical wards for the autumn, and the whole portion of the fees set aside as usual for this purpose—it being at the same time agreed that Bennett and Laycock should co-operate for the future on certain terms, which it is not necessary here to mention. Both parties expressed satisfaction with this arrangement ; and I was never more astonished than when Dr. Laycock told me he had still a claim against Dr. Bennett for a portion of the summer fees.

JAS. SYME.

Upon the receipt of this letter, I wrote immediately as follows to Mr. Syme :—

17. Dr. LAYCOCK to Mr. SYME.

Tuesday, [4th Aug.,] 2 o'clock.

Dear Sir—Since writing to you I have received a note from Dr. Christison, containing a copy of your note to him. It is clear you have misunderstood me. What I requested was an explanation of your award, which did not appear, and does not yet appear to me to settle one of the disputed points—the mode of division of the fees for lectures. You have awarded as to the autumn service ; but that carries with it only the proportion of the fees set apart for that service, and about which there is no dispute, when the service is arranged.—I am, &c.

T. LAYCOCK.

Mr. Syme's reply to my two notes of August 4 (Nos. 15 and 17) is subjoined :—

18. Mr. SYME to Dr. LAYCOCK.

2 Rutland Street, August 4, 1857.

Dear Sir—As you were entitled to claim only one-half of the autumn fees, I considered that making over the whole of them should fully equal any other claim on your part, and therefore did not consider or not understand that I have anything further to settle.—Yours truly.

JAS. SYME.

I had already written, but not sent, a note to Dr. Christison before receiving the above, informing him of my correspondence with Mr. Syme; on its receipt, I added a postscript as below, in reference to it:—

19. Dr. LAYCOCK to Dr. CHRISTISON.

Rutland Street, August 4, 1857.

My dear Sir—As I had not heard from you or Dr. Bennett, I wrote to Mr. Syme at one o'clock, and at two received yours. I then wrote again as over leaf. [See Letter 17.] With many thanks for the trouble you have taken.—I remain, &c.

T. LAYCOCK.

Dr. Christison.

P.S.—Mr. Syme has intimated [Letter 18] that his award includes the whole. I therefore accept it as it stands.

T. L.

It will be seen that Mr. Syme did not comply with a request so reasonable under the circumstances, as that he should state in writing what he had awarded or meant to award, nor did he return to me the documents I had placed in his hands. His note, too, of August 4th, was no answer to the second question I had put to him for decision. I therefore determined to make another effort to obtain an explicit answer, and desired Dr. Christison (with whom the litigated arrangements originated) to speak with Mr. Syme and explain to him what I desired to know. Dr. Bennett transferred the wards to me on 10th August, and on the same day, through the intervention of Dr. Christison, Mr. Syme gave the further explanation I had requested as follows:—

20. Mr. SYME to Dr. LAYCOCK.

Rutland Street, August 10, 1857.

Dear Sir—Understanding from Dr. Christison that you think my award not sufficiently explicit, I beg to say, that I meant Dr. Bennett should have the sixth part of the winter fees reserved as usual for supplementing those of the summer session, and that you should have the other sixth reserved for the autumnal hospital attendance.—I am, &c.

JAMES SYME.

This explanation still left us exactly where we were, for it was no answer to the question I had put to Mr. Syme, namely, Was Dr. Bennett, acting as treasurer, justified in departing at his own pleasure from a mode of dividing the fees already settled last year at his own instance as that by which we must be guided *in future*? I, however,

sent a copy of Mr. Syme's note to Dr. Bennett without comment. He interpreted it in his own favour; refused to account for the summer fees; and retained, and retains still, about £30 of the winter fees, after equalising the summer fees out of the reserved sixth. I thought it right, however, once more to give him the opportunity of being just, and therefore reminded him that the words "usual" and "supplementary" might not mean that he was to retain any portion of the winter fees after equalising his summer receipts. I remembered too, that he had applied to me for an account of my summer fees, as a "usual" thing (*See Letter, No. 5.*) I therefore wrote in this sense to suggest a division of the surplus. Dr. Bennett's reply is subjoined.

21. Dr. BENNETT to Dr. LAYCOCK.

1 *Glenfinlas Street, August 14th, 1857.*

Sir—In your letter of yesterday you attempt to make the meaning of "as usual," given in the award of Mr. Syme, refer to the exceptional case of last year, instead of the rule which, for many years, has prevailed among the Clinical Professors. That rule has been, that the sixth of the winter and spring fees, added to those received in summer, are to form the emoluments of the summer lecturer. Such is the only meaning of the term "as usual" that would occur to any one but yourself.

But to render this point clear, I have asked Mr. Syme, in what sense he employed the term, in giving his award, and I enclose you his reply.

I must be excused after this from replying to any further letters of yours on the subject, which will, with more propriety, be directed to Professor Syme.—Your obedient servant,

J. HUGHES BENNETT.

Dr. Laycock.

Mr. Syme wrote—"What I meant was, that you should have a sixth part of the winter fees added to those of the summer course."

I showed Dr. Bennett's extraordinary letter to Dr. Christison, and asked him how he understood the matter. He said unhesitatingly that Dr. Bennett ought to account for the summer fees, and divide the surplus; and he offered to speak to both Mr. Syme and Dr. Bennett about it. I begged that he would not; the money was of no consequence, and as I had afforded Dr. Bennett every opportunity of acting in accordance with our agreement, the affair must now end.

I am ignorant whether Dr. Christison spoke to Mr. Syme or not, but most probably he did, for two days after this conversation Mr. Syme spontaneously addressed the subjoined note to Dr. Simpson* as an account of his award:—

* Dr. Simpson read this note at the meeting of the Senatus on 31st October, under the belief that it afforded evidence that Mr. Syme's arrangements and arbitrations concerned the money matters only, inasmuch as he does not even allude to any other.

22. Mr. SYME to Dr. SIMPSON.

August 17, 1857.

My dear Sir—As you asked me to settle the dispute between Bennett and Laycock, I think it right to tell you what I have done.

The modes of dividing the fees being extremely complicated and difficult of comprehension, I took for my guide, in conforming with them, the principle that each should be paid according to his share of the lectures. Now, each lectured during a half of the winter session. Each, therefore, has a half of the winter fees, and Bennett the whole of the summer fees.—Yours,

Dr. Simpson.

JAS. SYME.

This was practically a reversal by Mr. Syme of his previous award, for it manifestly deprived me of the sixth of the winter fees reserved to pay the autumn attendance, the half of which already belonged to me, and this to make up to me the half of the winter fees for lectures; or, in other words, Mr. Syme awarded to me the fees for autumn attendance out of my own money. The letter was conclusive, however, as to one point, namely, that his powers as arbitrator were limited to a dispute about the division of the fees.

Six weeks after this date, at a meeting of the Medical Faculty of 27th October, Mr. Syme made another statement as to his arbitration. I subjoin the following extract from the minutes of the meeting, in which the alleged terms of our future arrangements were stated in writing for the first time:—

EXTRACT FROM MINUTE OF MEDICAL FACULTY, *Tuesday, October 27, 1857.*

“Professor Syme pointed out to the Faculty that the matter committed to his arbitration last summer was a very difficult and intricate one, and that in his decision he had proceeded on the plain principle of equal remuneration according to work. In accomplishing this, he, in the first instance, before proceeding to arbitrate, got the parties (Drs. Bennett and Laycock) each to agree to the following propositions, and he now positively affirmed that on these terms he arbitrated.

Drs. Bennett and Laycock agree to carry on the Medical Clinical Lectures on the following terms:—

1. They shall, along with the Medical Faculty, endeavour to obtain additional beds to the number of 70 or 80, inclusive of the present number.
2. In the event of the extension being obtained, they shall conduct two separate and continuous courses, receiving the fees of the respective pupils.
3. In the event of the requisite extension not being obtained, they shall carry on one course, each taking a half of the winter and a half of the summer session, and dividing the whole fees equally between them.”

At a meeting of the Medical Faculty, held a few days after he had caused this entry to be made on the minutes, Mr. Syme procured an alteration to be made in the entry which he had caused to be made on

the minutes of the meeting of 22d July, so as to make the two entries suit each other. (See p. 21.) Anyhow, this was a most irregular proceeding, but in truth any entry whatever was irregular from the first, as the Medical Faculty had never entrusted Mr. Syme with powers to arbitrate or arrange as to the duties and fees of the Clinical Chair. The improper use which Dr. Christison has made of these entries will be shewn subsequently. (See Appendix.)

Mr. Syme's application of his "plain principle of equal remuneration according to work" was a failure in every way. It either deprived me of the sixth of the winter fees reserved for the autumn attendance that he had awarded me, or, granting me that sixth, it gave to Dr. Bennett in the proportion of 10.9 for his summer trimestre, to me in the proportion of 8.0 only for my winter trimestre. Yet there was really nothing difficult about the award. It was only necessary to take one-sixth from the winter fees, add to the remainder the summer fees, and divide the sum into three parts, giving two to Dr. Bennett and one to myself.

Thus, so far as I was concerned, the arbitration of Mr. Syme was practically null and void. He had given no opinion on the real points in dispute put to him on my part, but his proceedings had apparently secured that which Dr. Bennett had all along wished to force on me—namely, my concurrence in an application to the managers of the Infirmary for an extension of beds with a view to the completion of his scheme for dividing the clinic first mooted in his letter of April 18th (No. 10). But what is most remarkable, is the fact, that I saw the terms of the agreement as to the division of the clinic, into which Mr. Syme alleged I had entered, for the first time, when I read a draft copy of those Minutes, sent to me by the Dean. I had no opportunity given to me of perusing the agreement at the time Mr. Syme alleges I assented to it; no copy was given to me either before or after that alleged consent was obtained. When Dr. Christison, at my request, procured a written statement from Mr. Syme (See Letter, No. 16), nothing more was said of this important document than "that Bennett and Laycock should co-operate for the future on certain terms which it is not necessary here to mention;" of my own written application for his award in writing, and especially mentioning that portion of it which referred to the proposed division of the course (Letter No. 15), no notice whatever was taken by Mr. Syme; and, finally, when he states the nature and results of his arbitration to Dr. Simpson, he gives no hint whatever of this agreement constituting part of his award. It is only three months after my alleged assent was obtained to it, and at a meeting of the Medical Faculty,

from which I was absent by special arrangement, that this important agreement is produced, and without a moment's delay acted upon. Such are the facts of this arbitration.

THE FINAL INTERFERENCE OF THE MEDICAL FACULTY.

The answer of the managers to the memorial for eighty beds, and additional clerks, was laid before the Faculty on Friday 23d October. It declined compliance, but made an offer which was practically equal only to the grant of fifty-six permanent beds, with the chance of cases of small-pox and fever in addition, involving, at the same time, complex arrangements as to transfer of wards, number of sexes, and the like, and opening up new points of collision between Dr. Bennett and myself. I declined at that meeting to go on with the business, because it was impolitic to accept fewer beds than we had declared to be essential, and because the opening of the Session was too near to allow sufficient time for the arrangements necessary to complete so fundamental a modification of the University clinic as the entire scheme involved. Besides, in the course of the year, the income of the Infirmary might improve, and thus be removed the principal obstacle to the necessary extension, which was all that I desired. Dr. Bennett objected to delay, and to my opening the Session, according to the rotation agreed upon at the meeting of Faculty of April 9th, on the ground that I had compromised it (which I denied), and he declared that he would not lecture with me. As there was to be another meeting of the Faculty to arrange an answer to the managers, I suggested that, for the sake of peace, Dr. Bennett and myself should stay away from that meeting, to which he agreed, the Dean concurring. I stayed away accordingly, and wrote a letter to the Dean to be read at the meeting. Dr. Bennett, however, attended the meeting.

Subjoined is a portion of this letter :—

23. Dr. LAYCOCK to Dr. BALFOUR, Dean of the Medical Faculty.

Rutland Street, 27th Oct. 1857.

My dear Sir—As I shall not be at the meeting of the Faculty to-day, I beg you will communicate to it my views as to the arrangements for conducting the course of clinical medicine for the future, and as to the answer to the managers of the Infirmary.

On reference to the advertisement of the programme, you will see that the Medical Clinical Lectures are to be given during the ensuing session as usual—namely, on Tuesdays and Fridays, at Twelve o'clock, by Dr. Bennett and me. According to the decision of the Faculty come to when Dr. Christison resigned office, I shall give the introductory lecture on Friday Nov. 6th. All, therefore, that can be done at present in carrying out the

contemplated plan of separate clinics is to make such arrangements as to the wards, number of beds, and of each sex each teacher is to have, and as to admission and selection of patients, hours and days of lecture and visit, division of fees, and the like, that the intended alterations may be regularly proposed at the meeting of the Senatus in January next for consideration in March. In framing these, I think the Faculty should be regulated by the terms of the memorial to which I agreed.

Differences having again arisen between Dr. Bennett and myself as to the arrangements for the ensuing academical year, the Faculty will have to take them into consideration. On this point, I wish to state that as the Faculty have already had that matter before them and settled it, I cannot consent to any deviation from that final arrangement as between Dr. Bennett and myself in any particular, as my plans for the winter are already fixed in accordance with it. You will remember that these differences between Dr. Bennett and myself were brought before the meeting of April 9th last, when Dr. Christison resigned office. Dr. Bennett brought a proposal before it for our future arrangements, which was adopted, and so the matter rests. To prevent any misunderstanding as to these arrangements, I forward herewith a copy of a letter that Dr. Bennett wrote to you nine days after the meeting, in which he, with one exception—namely, as to the fees of the *past* Session—accurately states the gist of the arrangements then made for us on his own proposition. I extract from this letter the following: “At this meeting Dr. Christison resigns his office as clinical teacher, and with a view of conciliating, and making matters equal, I propose ‘that in future the summer course should be taught alternately by Dr. Laycock and myself; but that as it is my turn, and as the senior Professor, I should commence the new system.’ This notice, after warm discussion, was agreed to by the Faculty.” Dr. Bennett then adds as to the fees and future arrangements: “This year, Dr. Christison’s third has been paid, and in accordance with the decision of the Faculty, *half the remaining third, together with the summer fees, will belong to me, as they will do to Dr. Laycock next year.* The autumn will be divided between us both, I taking the first six weeks, *he the latter ones, and commencing the clinic next winter.*” Now, although the Faculty did not arrange as to the fees of the past Session, they fixed the division of the future in the way Dr. Bennett pointed out, when they fixed the rotation of service. Upon these points then, we are both agreed as to what was done at the meeting of the Faculty on April 9th. Now, nothing whatever has been done by the Faculty since to alter these arrangements, so that it is *my duty and right to open the ensuing Session, to lecture during the first trimestre twice a-week, to lecture during the next Summer Session, and to add to the fees I receive for that course one-sixth of the fees of the Winter Session.* The other sixth to be divided between us for autumnal work.

It is true an attempt was made by Dr. Bennett at an interview I had with him on June 6th last, to have this arrangement cancelled, and to substitute another, whereby the rotation would be by four months instead of trimestres, as hitherto. I wholly repudiated any such change. The point, together with the question as to the division of the fees of the last academical year, was referred to Mr. Syme’s arbitration, and he advised that the old alternation of trimestres should continue. It was a change, however, which in my opinion could only be made in concurrence with the Faculty, and was never farther alluded to.

There the matter as to the arrangements for the next academical year stands, and it only remains for the Faculty to see if things be as I have stated, and direct that the arrangements it has settled be carried out.

This letter having been read, the Medical Faculty received the *ex parte* and erroneous statement from Mr. Syme as to his arbitration, already quoted (p. 27), and acted upon it forthwith in my absence, dividing the wards, and arranging the division of the fees, without any authority whatever being vested in them to do so, and contrary to the express views of my letter.

Mr. Syme stated, that as the managers had offered the requisite extension, Dr. Bennett and Dr. Laycock must adhere to the agreement he had tabled, and lecture separately and simultaneously.

Dr. Christison followed, and remarked that the Faculty had *never on any previous occasion been called upon to interfere in regard to the arrangement for the teaching of clinical medicine.*

Dr. Christison then moved as according to minutes of Faculty subjoined :—

EXTRACT FROM MINUTES OF MEDICAL FACULTY, *October 27, 1857.*

“ Dr. Christison then moved :

“ That the Faculty, at the meeting of the 22d July, saw no objection to the change proposed by Mr. Syme in the mode of conducting the teaching of Clinical Medicine, that they still approve of it, and that it ought to be carried out forthwith.

“ That as the Managers have agreed to grant an extension of beds, which appears to the Faculty to be at present sufficient, the following shall be the arrangement for the session :—

“ Dr. Bennett and Dr. Laycock to lecture on separate days, and conduct separate and independent courses. The days to be Mondays and Thursdays for the one, and Tuesdays and Fridays for the other—the hour of lecture being one o'clock. The days to be changed annually. One of them to have charge of wards 1 and 12, the other of wards 2 and 11. In that case the wards to be changed annually ; or one of them to have charge of the male wards (1 and 2), the other of the female wards (11 and 12) ; in that case, that their wards shall be exchanged every three months (one having the female wards during the winter and summer three months, the other the same ward during the spring and autumn months, and *vice versa*).

“ This subject of the arrangement of the wards to be settled by the Dean, after consultation with the lecturers. If the first plan be adopted, then the students to cross from one side of the house to the other by lower flat.

“ One to have the fever ward, and the other the small-pox ward, for three months alternately.

“ If a student wishes to attend each Professor for three months, he is to receive a ticket signed by both, and one half the fees is to be paid to each Professor.”

This arrangement was unanimously adopted, and it was remitted to the Dean to confer with the Professors to bring the matter before the Senate, and get the change duly noted on the walls.

On Saturday, the 31st October, a small meeting of the *Senatus Academicus* forthwith confirmed their proceedings contrary to the regulations for the conduct of business, under protest from me; and on Monday 2d November, at one o'clock, when the Session was just about to be opened, printed notices of the changes were posted on the College walls. Thereupon I applied to the Patrons, as already stated.

THE INTRUSION OF DR. BENNETT ON MY CHAIR.

Dr. Bennett having announced by public notice (see p. 5) his determination to lecture on the day and hour allotted to me in the programme, I thought it right for the credit of the University not to contest his determination. I therefore permitted him to lecture without interruption, but once again I appealed to my colleagues for redress, and forwarded to Dr. Balfour the subjoined protest:—

24. PROTEST AGAINST DR. BENNETT'S INTRUSION ON DR. LAYCOCK'S CHAIR.

To Dr. J. H. Balfour, Dean of the Medical Faculty.

Rutland Street, November 11, 1857.

Sir—On Tuesday (yesterday), the 10th inst., Dr. Bennett took possession of the Clinical Chair, and lectured, although I had already opened the course of clinical teaching on Friday, the 6th, according to the advertised programme. He has also announced by billet that he will continue to lecture during the trimestre at the usual time. His reason for taking these steps is, that he is the “senior Professor.” I beg you will bring this matter before the Faculty at their meeting to-day; and I hand in a protest which I request may be read to the meeting, and entered on the minutes.—I am, &c.

T. LAYCOCK.

REASONS PROTESTED BY DR. LAYCOCK WHY HE SHOULD CONTINUE TO LECTURE DURING THE WINTER TRIMESTRE OF 1857-58.

1. Because Dr. Laycock has already opened the Session by his introductory lecture, given November 6th, 1857, in accordance with the advertised programme. (See Notice of *Senatus*, p. 5.)

2. Because by a rotation of service for three years, agreed upon in January 1856 by the Clinical teachers, it was already fixed that Dr. Laycock should open the session. (Letter 2, p. 7.)

3. Because the rotation of service was fixed at the instance of Dr. Christison, and (as he alleged) in accordance with the customary rule of service, viz., that each teacher shall take a trimestre in succession, and that each shall take the summer trimestre in turn. (Letter 1, p. 7.)

4. Because at a meeting of the Medical Faculty, held April 9th last, it was arranged, on the proposition of Dr. Bennett himself (when as “senior Professor” he claimed to give the ensuing summer course), that Dr. Laycock

should open the session of 1857-58, and lecture exclusively during the summer trimestre of 1858. (See Letters pp. 12, 14, and 30.)

5. Because in the printed notice issued by the Senatus, announcing the proposed changes, posted on Monday 2d instant, the Senatus acknowledged Dr. Laycock's right to lecture during the winter trimestre, by describing Dr. Bennett as giving the additional course on additional days. (Notice, p. 5.)

6. Because last year Dr. Bennett began the session and lectured six months, Dr. Laycock only three months. This year it was arranged to be the reverse. (Dr. Bennett's letter, No. 10, p. 14.)

7. Because whatever may be the *rights* of "senior Professors" arbitrarily to set aside arrangements proposed by themselves, and confirmed by the Medical Faculty and Senatus, for years before Dr. Laycock joined the University, the junior Professor was in the *custom* of opening the course. (Dr. Christison's "*spring* spell as usual," Letter 1, p. 7.)

Again expressing my most sincere regret that the painful necessity of placing this account before the Patrons of the University has been forced upon me, I beg leave to submit to them that the question as to *past* proceedings is within a small compass. It is whether their injunction to the two Professors concerned, to carry on the customary rotation of clinical teaching, during the ensuing Session, has been complied with by Dr. Bennett; and, specially, whether he had any right, as "senior Professor," which justified his posting the notice before mentioned upon the College gates, and acting thereupon to thrust me from my duties as clinical teacher—with rights at least equal to his own, under the powers of their commission—in a manner wholly unprecedented, I believe, in the history of the University.

But another important question arises as to the customary rotation of service in the clinical wards themselves. The Medical Faculty, in enforcing their resolution to change the system of teaching, induced the Managers of the Infirmary to allocate the male patients to Dr. Bennett, the female to me; and to enjoin at the same time, a change of patients every three months. Dr. Bennett is therefore now lecturing exclusively upon the cases of male patients, and will either require me to make an exchange of wards in February, or will retain his wards. If he elect to do the former, the students will have been taught during the Session on male cases exclusively; if the latter, the teaching of each Professor will have been limited to the diseases of one sex. By the one arrangement, no teaching on female cases can be given at all; by the other, no *comparative* teaching of diseases, as they occur in the two sexes, can be instituted, while the Professor can have no opportunity of teaching upon those diseases *peculiar* to or more common in one or other of the sexes. As to the summer course, the defects and unfairness are still more striking. By the system of rotation as to the

wards, the female wards would be transferred to me by Dr. Bennett at the end of every winter, and I should have to conduct my summer course every year upon female cases exclusively; but it has always been found most difficult to fill the eighteen female beds of the clinical wards. Sometimes the number of patients fell as low as 6 or 7; very rarely were all the beds filled. Quite otherwise is it with males' beds. Yet under these circumstances it was arranged that I should carry on a competing course with my colleague, having his male wards filled, on the one hand, and on the other with the teachers of the extra-academical school, with thrice the number of cases, -both male and female. But I have no hesitation in saying that I should not be able to carry on a course at all under the circumstances in which it was proposed to place me, and must therefore have given up my summer course altogether. Thus the plan offers only a choice of serious defects in teaching. These were some of the evil results which I foresaw would follow upon the hasty, ill-advised attempt of the Medical Faculty to change the University system of clinical teaching. They are now actually inflicted by Dr. Bennett's interference with the customary rotation of teaching in the wards, when the Session had already begun; and it is to be feared that the University class is already irreparably damaged thereby, for this Session at least; and the emoluments as well as the privileges of my chair seriously curtailed.

EXAMINATION of the Published "Letter" of Dr. BENNETT to
the Patrons, and of the Published "Report by the Faculty,"
by Dr. CHRISTISON.

In the letter which Dr. Bennett has addressed to the Patrons, an appendix is attached, containing amongst other documents a paper entitled "Report by the Medical Faculty relative to the Teaching of Clinical Medicine," signed "J. H. Balfour, Dean," submitted to the Senatus on 7th November 1857. This document is in the handwriting of Dr. Christison, and he is known to be the author of it. No notice was given in the billet of the meeting that a document of such grave import to the interests of the University, or to the good fame of a colleague, would be submitted to the Senatus, and thus no opportunity was given for correcting the many erroneous statements embodied in it. It is essential to a right understanding of the whole matter, and to the interests of truth, that these errors should be corrected, as well as those of a like character in Dr. Bennett's letter. I propose, therefore, to analyse these two documents.

The salient points in these documents are denials of the truth of the statements made in my letter to the Patrons of the 5th November, as to the proceedings of the Medical Faculty, and which, as will be seen on reference to that document, were distinct and positive. Dr. Bennett affirms that they are "wholly incorrect and inconsistent with facts, as may be easily proved." Dr. Christison uses equally strong language. In his "Report by the Faculty" he says, "In his [Dr. Laycock's] memorial to the Patrons, the facts of the case have been greatly misrepresented." "The Patrons, without hearing the other side of the question, and acting upon an entire mis-statement of it, have reversed," etc.

More specifically, my two colleagues deny the following allegations I made, namely :—

1. That the Medical Faculty had resolved to change the old method of service and teaching at the Infirmary, and by so doing deprived me of certain specified emoluments and privileges.

2. That they sought to set up two competing lecturers within the University, who were to lecture separately, simultaneously, and continuously during nine successive months.

3. That they did all this without my concurrence, as one of the two Professors specially concerned.

But Dr. Christison affirms that, in carrying out their plans, the Faculty and Senate reverted to the "customary *rotation* prior to 1846. *They introduced no new arrangement.*" Hence, if never before in the history of the University, and more especially during that period specifically mentioned, were "two competing lecturers set up to lecture separately, simultaneously, and continuously for nine successive months"—Dr. Christison distinctly denies the truth of both my first and second allegations.

Dr. Christison affirms that "the Programme of lectures for this Winter Session was published in conformity with an arrangement" to which Dr. Laycock acceded; that "the Medical Faculty showed that their minutes contained a record of his concurrence in July last."

Dr. Bennett affirms, in reference to the same "arrangement," that it was "finally agreed to by Dr. Laycock and myself, that in future we were to lecture separately and simultaneously, with independent interests." Both Dr. Christison and Dr. Bennett, therefore, distinctly contradict my third allegation, that the arrangements of the Medical Faculty were carried out without my concurrence.

Dr. Bennett further asserts that I entered into a "definite agreement" to surrender the privileges and emoluments of which the proceedings of the Medical Faculty deprived me, and especially that, as an equivalent for not lecturing next summer, the clinical wards were conceded to me "during the [last] autumn, with an *entire sixth* of the winter fees" of last [winter] session.

Mere hardihood of assertion is not proof; and as I am under the necessity of meeting these painful assertions of my colleagues with an emphatic denial, I will examine the evidence adduced by Dr. Christison and Dr. Bennett in proof of their accuracy. And I may be permitted to add, that charges so gravely involving the character of a colleague ought only in common justice to have been made on evidence transparently clear and conclusive, or, at the very least, independent of any quibbling or mental reservation. The Patrons shall be enabled to judge for themselves whether such is the true character of the evidence adduced.

I.—CUSTOMARY ROTATION OF TEACHING AMONG THE CLINICAL PROFESSORS.

(I.) *Question of Seniority.*—At the meeting of the Medical Faculty of April 9th last, when Dr. Christison withdrew from clinical teaching, and when the summer course of clinical lectures was under consideration, Dr. Bennett argued, supported by Dr. Christison (see Letter No. 8, p. 12), that he was entitled “as Senior Professor” to begin the rotation of teaching by ALTERNATE trimestres, which we were to follow for the future. This winter he has again argued, and again supported by Dr. Christison, that “as Senior Professor” he was entitled to *begin* the winter session. He thus claimed to conduct “as Senior Professor” the last summer course, and “as Senior Professor” to commence this, the succeeding winter course, thus *lecturing* six months without interruption; for the autumn is a period of vacation from lectures. But in the letter just referred to, it will be found that both Dr. Christison and Dr. Bennett declared that for the same Professor to lecture six months without interruption was an arrangement “quite unprecedented and out of the question.”

But has the “customary rotation of clinical teaching” been that the senior Professor always commenced the course?

1. For several years before I was appointed Professor, the junior clinical teacher, Dr. Bennett, was always in the “custom” of commencing the course.

2. Dr. Christison now argues that during these years, as “an arrangement of convenience, the senior requested the junior Professor to exchange quarters in the winter, and thus for a few years latterly Dr. Bennett commenced the clinical lectures in November merely to accommodate Dr. Christison.” (Report by Dr. Christison, p. 7). Unfortunately for the validity of this incautious statement, Dr. Christison forgets that *he* had no such power, and could not have exercised it during some of these years, when Dr. Alison was *his* colleague and senior.

3. In the printed programme of University lectures the names of the clinical Professors have always, it seems, been inserted in the order of seniority. But in 1830 and other years, this did not prevent the two junior Professors (Dr. Alison and Dr. Graham) commencing the course in November, while the two senior Professors (Dr. Duncan and Dr. Home) did not lecture until spring. In the same way, for five or six years it did not prevent Dr. Bennett from beginning the course, and Drs. Alison and Christison from following in spring and summer.

Consequently, neither seniority nor the order of the names by seniority on the programme determined the customary rotation of clinical teaching.

(II.) *Question of Alternate Rotation or Seniority.*—Dr. Christison has made two very different and wholly irreconcilable statements on this question.

1. When, as a stranger and newly-elected Professor, I asked him, the "Senior Professor," for information as to the plan of teaching, he announced to me that we must follow the "old rule," namely, that "when there were three Professors ready to take equal duty at all seasons, each must take a trimestre in succession, and each take the summer trimestre in turn." Consequently, in compliance with this rule, the senior Professor would "begin" the winter session every third year. Accordingly, last winter it came to Dr. Christison's turn to begin, and he transferred his turn to Dr. Bennett (see Letters 6 and 10). 2. But when it was desired by Dr. Christison that some claim should be discovered for Dr. Bennett to begin the current winter trimestre instead of Dr. Laycock, Dr. Christison then declared that "the Senior Professor" has always the right of teaching during the first quarter of the winter session (see "Report," App. to Dr. Bennett's letter, p. 7). Both of these contradictory allegations cannot be correct. If the first-mentioned rule be, as Dr. Christison has distinctly affirmed, "the old rule," then the last-mentioned must be a "new" rule.

(III.) *On Clinical Teaching by Trimestres in Succession.*—1. Dr. Bennett declares in his letter to the Patrons that Dr. Laycock's "first act" after his appointment as Professor "was to draw up a plan involving a different rotation of teaching, to which, in deference to the wishes of the new Professor," he (Dr. Bennett) "consented." Upon this very strong and oft reiterated allegation Dr. Bennett and some of my colleagues have attempted to lay the greatest possible stress in this dispute. That it is, however, an allegation, to use Dr. Bennett's own words, "wholly incorrect and inconsistent with facts," will be evident to any unprejudiced person who will read Letters 1, 2, 3, pp. 6, 7. The system of rotation by "trimestres in succession" was laid down by Dr. Christison, as is abundantly proved by these letters. It was Dr. Christison's proposal from the first, never mine; and was announced to me as a system established according to "the old rule," followed when there were three Professors ready to take equal duty at all seasons.

2. In the "Report by the Medical Faculty," drawn up by Dr. Christison (See Appendix to Dr. Bennett's letter, page 7), Dr. Chris-

tison observes, "On Dr. Laycock's admission into the University, an order of duty was introduced, differing somewhat from both of these 'customary rotations,' and *solely* for the mutual accommodation of the Professors." This language implies, if it does not explicitly state, that it was a "new" order of rotation. But we have already seen in the preceding paragraph from Dr. Christison's first letter (p. 6), that the writer of this very statement enunciated that order to me as an order according to the "OLD RULE," established with a view to *equal* division of service.

3. The plan of lecturing by trimestres in succession, thus proposed by Dr. Christison himself as "the old rule," was, as it appears from Dr. Bennett's evidence (See Dr. Bennett's letter, No. 12, p. 17), communicated by Dr. Christison to Dr. Bennett as Dr. Laycock's "plan and proposal." I need not recapitulate how painfully incorrect this statement was on Dr. Christison's part.

4. In the same letter in which he makes this allegation, Dr. Bennett apologises for it on the ground that it was by that statement of Dr. Christison he was erroneously led to assert that the "plan and proposal" of Dr. Christison was mine; yet although Dr. Bennett has been further set right both at meetings of the Medical Faculty and Senatus, where he has repeated the assertion, yet in his letter to the Patrons he does not hesitate once more to make the same oft-corrected mis-statement, as if it were actually true. On this last occasion it is obviously made with the view of imputing a desire on my part to introduce changes in the method of clinical teaching, instead of co-operating in harmony with my colleagues, "for the public good, and for the interests of the University," and thereby endangering "the high degree of reputation of the Clinical School of Edinburgh."

II. THE SYSTEM OF ROTATION, AS ALTERED AND ENFORCED BY DR. BENNETT.

With the view of evading compliance with his and Dr. Bennett's own arrangements, and with the injunction of the Patrons, Dr. Christison enters into an elaborate inquiry into what was the "customary rotation" of previous periods long ago; and as he cannot determine what is the custom for the last two years, he recommends in his "Report," foot of page 7—

"That Dr. Bennett should singly deliver the lectures on Clinical Medicine, as Senior Professor, for the first three months of the Winter Session, Dr. Laycock for the second three months, Dr. Bennett for the first six weeks of next Summer Session, and Dr. Laycock for the second six weeks."

Dr. Bennett, describing the last two years as "the exceptional and short period during which a *novel* plan was in operation," also refers to the customary rotation which prevailed previously to that period, and states that, "in deference" to the resolution of the Patrons—

"I have been obliged to supersede Dr. Laycock, who, without any authority than that given to him by the arbitration, which he proposed, agreed to, and then denied, had already commenced the course. Perhaps the Patrons did not intend this ; but it is right to state, that the customary rotation of Clinical Teaching, I have previously stated, has been declared by the Medical Faculty [*i.e.*, by Dr. Christison], at its meeting of the 7th November, to be the correct one ; and on inquiry will be found to be so."

1. Probably the Patrons will, in the interests of truth, make the inquiry which Dr. Bennett invites, and ascertain what is the real share the "Medical Faculty" took in concocting that extraordinary document. In the meanwhile (as the claim of seniority here set up has been already disposed of), it will be interesting to determine why Dr. Christison goes back to distant periods of teaching, when, for the purposes of simple equity and good faith, the rotation of service settled and agreed to by the Professors themselves, whose duty it is to lecture, should be held to be the customary rotation ? Is it really so difficult to be fair in the division of service and fees ? The reason, when examined, is of a character which, in the judgment of any honest man, must surely render it inadmissible. It is, as given by Dr. Christison, the following :—

"Being unable to deduce any customary rotation from the *varying arrangements* of the last two years, they recommend that the most recent, and only other 'customary rotation,' be followed ; and, therefore, that Dr. Bennett should singly deliver the lectures," &c. [as above.]

Compared with the facts, the meaning of this statement is, that Dr. Christison, on January 1st, 1856, having laid down a system of rotation of service, according to the "old rule," *with the object of equally dividing the service and the fees*, and having continually varied it, in conjunction with his colleague Dr. Bennett, he has at last got confused ; while to Dr. Bennett it has appeared "novel and exceptional." Dr. Christison has been a principal party to the following changes in that rotation :—(1.) In September 1856, Dr. Christison privately arranges with Dr. Bennett, to transfer to Dr. Bennett the positive right to open the ensuing Winter Session, *acquired, as he alleged, in virtue of that system so laid down*, when, in fact, the right fell to me as the next in rotation. (Letters 6, 7, 10). (2.) On April 6, 1857, he (Dr. Christison) arranges, in concurrence with Dr. Bennett, that Dr. Bennett and I are to take the summer trimestre alternately,

"for the future"—Dr. Bennett, as "*Senior Professor*," to begin the "system" (Letter 8, p. 12). (3.) This being duly settled on April 9, 1857, with the concurrence of the Medical Faculty, after warm discussion (p. 12, and Letter 10, p. 14), we find next that Dr. Christison and Dr. Bennett, only nine days after that date (p. 13), have already arranged to meet the Managers of the Infirmary, with a view to other "future" arrangements which would effectually supersede the "future" arrangements just gravely settled as a "system," and especially prevent me taking the summer trimestre of 1858 in my turn. (4.) This scheme was persisted in, and my two colleagues having, as they thought, perfected the "arrangements," attempt on 27th October last to force their plan upon me, Dr. Christison himself moving a resolution at a meeting of the Medical Faculty to that effect (page 31). (5.) And, finally, having himself been a principal agent in all these variations from the system of rotation he had himself laid down according to the "old rule," Dr. Christison now discovers that they prevent him discovering any customary rotation at all!

2. It is hardly worth while, amidst such glaring inconsistencies, to point out another and minor one, except to show how consistently inconsistent my colleagues remain to the end. To deprive me of the privileges and emoluments of the Session, Dr. Christison "recommends," and Dr. Bennett is "obliged to adopt," a plan whereby he divides with me the ensuing summer course of 1858; and under this obligation Dr. Bennett ejects me from my Chair, to put it in force. The absurdity of giving to a teacher just six weeks of hospital practice, as part of "a system," is manifest enough; but absurd as it is, that it was ever a part of any "customary rotation of teaching," as Dr. Christison alleges, cannot be true, for both he and Dr. Bennett have already expressed their objections to it on that very ground. When I proposed to divide the summer course of last year (1856-57) with Dr. Bennett, he declared that "*that was only done in the case of Dr. Alison, in consequence of his ill health, and is, for many reasons, very objectionable. Dr. Christison and myself, THEREFORE, are of opinion,*" Dr. Bennett proceeds (Letter 8, p. 12,) "*that, IN FUTURE, you and I should take the summer course alternately, and that, as it is now my turn, and as I am the Senior Professor, I should commence that system.*" So that what was indivisible and unprecedented in April 1857, is divisible and customary in November 1857.

3. The value of all these statements as to "customary rotation" is, in fact, reduced to nothing, not less by the conduct, than the arguments of my colleagues themselves. In January 1856, I am allotted the ensu-

ing summer course, as "Junior" Professor (Letter 1, p. 7); in April 1857, Dr. Bennett takes the ensuing summer course, as "Senior" Professor. When I hint a desire to lecture two trimestres in succession, such a proceeding is disallowed as "altogether unprecedented, and out of the question;" when Dr. Bennett wishes to do that, it is in the customary rotation as "Senior Professor;" when I propose to divide a summer course with Dr. Bennett, he declines, for that never was done except in one exceptional case; when it suits Dr. Bennett to divide a summer course with me he is "obliged" to do it in accordance with the "customary rotation of teaching." When Dr. Christison, the Senior Professor of the three, gets the winter trimestre *in rotation*, he hands it over to Dr. Bennett as a gift; when I get the same winter trimestre in rotation, he hands it over to Dr. Bennett as the "Senior" Professor to myself. What value, then, can be attached to the opinions which my colleagues have thus expressed as to what is "customary?" On every hand they contradict themselves.

But when the question arises, *What is equitable and just*, apart from mere quibbles, I cannot doubt the verdict of the Patrons, and that they will see that to me justly belongs, as I affirmed in my letter, the right to lecture during the winter and summer trimestres, and to receive one-sixth of the winter fees of the current years.

III.—DID DR. LAYCOCK, AT THE INSTANCE OF MR. SYME, AGREE DEFINITELY AND PRIVATELY TO ANY ARRANGEMENT AS TO THE FUTURE PLANS OF CLINICAL TEACHING?

1. Dr. Christison states, in his "Report by the Medical Faculty," (App. to Dr. Bennett's Letter, p. 7)—"The question of future arrangement having been raised during this arbitration, Professor Syme recommended an arrangement. Dr. Bennett and Dr. Laycock acceded to it." This arrangement thus referred to is that given in App. to Dr. B.'s Letter, No. 3, entitled, "Arrangement as to conducting the clinical course for the future, suggested and written down *at the time* by Professor Syme, and agreed to by Drs. Bennett and Laycock," and is identical with the document given, *ante*, p. 20. The wording of the title, if it means anything, means that at some specific time, on a certain day, and at a certain hour, the parties met, and Mr. Syme "suggested" that arrangement. There is the date, "2 Rutland Street, Edinburgh;" but I never met Dr. Bennett about the agreement either there or anywhere else. As to the month and day, information is wholly wanting. It was, however, *Dr. Bennett* who first suggested

this arrangement (compare Letter 10, page 14). I have already shown conclusively (p. 18), that I never would agree to any such arrangement being mixed up with the disputes as to fees. My letter to Dr. Bennett (See App. to Dr. Bennett's Letter, No. 1, and *ante*, Letter 13, p. 18) proves that the money disputes were to be settled first. I therein say, "The sooner we settle *present differences* the better. We shall *then* be in a position to arrange the *other* affair [of the clinic] one way or the other."

2. That so important an arrangement did not constitute part of Mr. Syme's arbitration, and was not agreed to by me, is clear from the circumstance, that it is never once specified, or even alluded to, in distinct terms, in Mr. Syme's letters. He never placed a copy of the arrangement in my hands, or allowed me an opportunity of perusing the document alleged to contain it. In none of his letters does he refer to it, or to anything like it, except in his letter to Dr. Christison, in which he, for the first time, puts his award in writing. There he refers to "certain terms, which it is not necessary here to mention." See also pp. 21 and 28.

3. The "certain terms" which Mr. Syme referred to in that letter, are those upon which Dr. Bennett and myself were to "*co-operate* for the future;" but Dr. Bennett affirms (See Letter to Patrons, p. 1, near the bottom), "it was at length suggested by him (Mr. Syme), and finally agreed to by Dr. Laycock and myself, that in future we were to lecture *separately and simultaneously, with INDEPENDENT INTERESTS.*" These statements of Mr. Syme and Dr. Bennett therefore contradict each other; "co-operation" between men with separate and independent interests is unusual; with conflicting interests impossible.

IV.—ARE THE TERMS OF MR. SYME'S ARRANGEMENT AND THE TERMS OF THE MEMORIAL TO THE MANAGERS OF THE INFIRMARY IDENTICAL?

1. It is quite true that I read over and assented to the memorial to the Managers of the Infirmary. I still approve generally of the principles of clinical teaching set forth in that document, and still desire male and female wards and forty beds. I am ready to carry out generally the proposed plan of teaching, provided proper guarantees against its abuse be given. I now withdraw the business wholly from the interference of the Medical Faculty, but I have never withdrawn from that memorial. Dr. Christison dare not venture to

make that assertion. He truly affirms that I had repudiated "the arrangement." But as he affirms also, that the memorial was drawn in conformity with the latter, he leaves it to be *inferred* that in repudiating the one I repudiated the other. But he knew well that, in my letter to the Medical Faculty, of date 27th October (see Letter, p. 29), I had clearly and explicitly expressed my desire that the change in the customary arrangements necessary to give effect to the plans contained in the memorial should be duly made. But what I required, and still require, was that the changes be made in accordance with the regulations framed for the conduct of the business of the University. It was obviously much too late to make these changes so as to take effect in the ensuing (or present) session. I therefore said :—

"All, therefore, that can be done at present in carrying out the contemplated plan of separate clinics is, to make such arrangements as to the wards, number of beds, and of each sex each teacher is to have ; and as to admission and selection of patients, hours and days of lecture and visit, division of fees, and the like, that the intended alterations may be regularly proposed at the meeting of the Senatus in January next, for consideration in March. *In framing these, I think the Faculty should be regulated by the terms of the memorial to WHICH I AGREED.*"—(Letter, page 30).

2. Now, with this letter before him, Dr. Christison asserts the following in his "Report by the Medical Faculty." (App. to Dr. Bennett's Letter, p. 7) :—"Professor Syme recommended an arrangement. Drs. Bennett and Laycock acceded to it. The Faculty of Medicine approved of it. A *memorial in conformity with it*, drawn up and approved by a committee, of which Dr. Laycock was one, and an approver, was presented to the Managers of the Infirmary. The Managers gave their consent. *But very lately Dr. Laycock denied that he concurred in the arrangement in question.*" Again, Dr. Christison asserts, "Dr. Laycock *has appealed to the Patrons* against the arrangement of Professor Syme, *his own assent to it*, the finding of the Medical Faculty, and ratification by the Senatus." And thereupon Dr. Christison asserts that my communication to the Patrons is "an entire mis-statement" of the facts of the case, and that they "have been greatly misrepresented" by me.

3. Happily, Dr. Christison appeals to something like evidence in support of these extraordinary assertions, for *not one* is strictly accurate. He declares positively that the memorial of the Faculty to the Managers, to which I agreed, was founded upon the arrangement suggested by Mr. Syme, as *approved by the Faculty*. These assertions are definite and precise. "Professor Syme *recommended* an arrangement. The Faculty of Medicine *approved of it*. A *memorial in*

conformity with it was presented to the Managers." These statements simply involve questions of *fact*, that can be proved or not proved. The proof rests upon Dr. Christison. I deny that the "arrangement" suggested by Mr. Syme was brought before the Faculty at all at the time when the memorial to which I agreed was drawn up; and, consequently, that memorial was not, and could not be, drawn up "in conformity" with Mr. Syme's alleged arrangement. (See p. 21.)

4. The date of these alleged transactions is given, and the evidence in support of the assertions is affirmed to be contained in the minutes of the Medical Faculty. Dr. Christison asserts, "The Medical Faculty showed that their minutes contained a Record of his (Dr. Laycock's) concurrence on July 22d last." The Patrons will, I trust, examine these minutes very carefully. They will find that at the date given, Mr. Syme was as reserved as ever with reference to the terms of his arrangement. I was therefore still kept in total ignorance of them. The simple entry in the minutes made at that date, was to the effect that Mr. Syme reported he had arbitrated as to *the duties and fees* of the clinical chair. I say at that date, because early in the present month of November (the 3d) *these minutes were altered* in this particular entry at the instance of Mr. Syme (p. 27). What they *now* contain I know not; perhaps, as an *ex post facto* amendment, they do offer confirmatory evidence of Dr. Christison's statement; but to call minutes so altered a trustworthy "Record" of proceedings, and to found thereon serious charges of "entire mis-statements" and "great misrepresentations," is conduct which I need not characterize to men of business like the Patrons. (See this examined in Sequel, p.).

5. But a comparison of the two documents themselves thus said to be "in conformity" is sufficient to show that the facts of the case—to use Dr. Christison's own words—are "greatly misrepresented" in his "Report by the Faculty," and that it sets forth in truth an "entire mis-statement" of them. The gist of Mr. Syme's arrangement, so far as it refers to an extension of beds, and as explained by Dr. Bennett, is to establish separate courses "*with INDEPENDENT INTERESTS.*" The words of Mr. Syme's document are—

"They (Drs. Bennett and Laycock) shall conduct two separate and continuous courses of Lectures, *receiving the fees of their respective pupils.*"

The gist of the memorial is quite otherwise. "It has become necessary," the memorial to the Managers states (and it was drawn up by Dr. Bennett himself), "to instruct the student in Percussion, Auscultation, the use of the Microscope, and of Chemical tests *at the bedside*, together with the mode of examining the condition of the

patient for himself, and of forming his own opinions as to a correct diagnosis and appropriate treatment." "In conformity" with these views are the propositions made to the Managers. The words are—

"That *with a view of dividing the students* [not the fees] and *rendering practical instruction more efficient*, each Professor should lecture twice a-week, and conduct his own system of clinical instruction, with a resident physician and staff of clinical clerks."

The memorial, as drawn up by Dr. Bennett, further proceeds: "Anxious to give full development to *this system of instruction*, the Professors are willing to *give greater time and attention* to its details"—NOT anxious to have a separate and continuous course so as to "receive the fees of their respective pupils."

It follows then, most conclusively, that the terms of the arrangement said to be "suggested" by Mr. Syme and the terms of the memorial to the Managers are *not* in conformity. On the contrary, no one who was familiar with the system of common interests and a common purse, such as had prevailed amongst the clinical teachers of the University since the foundation of the clinic a century ago, could have inferred that it was in the intention of the framer of that memorial to *revolutionize the whole system of clinical teaching hitherto followed*, and that henceforth two Professors should not only teach simultaneously as had in former times been done, but continuously, with separate and independent interests, as had never occurred before.

V.—WAS THERE AN AGREEMENT BETWEEN DR. BENNETT AND DR. LAYCOCK TO DIVIDE THE CLINIC, FOUNDED ON A MONEY COMPROMISE?

If I entered into no agreement of any kind at the instance of Mr. Syme, *a fortiori* I entered into no money compromise; I would therefore have left this question untouched but for the extraordinary character of the charges brought against me by Dr. Bennett.

The Clinical Professors have always exercised the privilege of arranging their mode of teaching clinical medicine. An agreement, therefore, made between them to carry out a particular plan, or plans, ought to be binding in honour on those concurring. The Patrons have seen how the agreement to follow a fixed rotation, extending over three years, imposed on me by my colleagues to my disadvantage when I joined the University, and involving my pecuniary interests, has been modified and broken repeatedly by them for the most contradictory reasons, and finally set aside by the Medical

Faculty on the 27th October last, to set up a new plan. This was done on the very unfounded plea that I had agreed to set aside the old plan, and to adopt the new.

1. Mr. Syme, it is allowed on all hands, was joint arbitrator between Dr. Bennett and myself, in a difference as to a division of a portion of the fees of the year 1856-57, of which Dr. Bennett (as Treasurer) improperly retained possession; and in the course of that arbitration the future arrangements for teaching got mixed up with the money question. Dr. Bennett thus states Mr. Syme's award as communicated by Dr. Syme to him: "It was at length suggested by him [Mr. Syme], and finally agreed to by Dr. Laycock and myself, that in future we were to lecture separately and simultaneously, with independent interests; that the Managers of the Infirmary should be applied to for an extra number of beds, in order that this arrangement should be carried out; *and that, as an equivalent for not lecturing next summer, Dr. Laycock should have the clinical wards during the autumn, with an entire sixth of the winter fees.*" Here there is a distinct statement drawn up of Mr. Syme's award as given to Dr. Bennett. Now, on reference to Dr. Bennett's letter of April 18th (No. 10, p. 14), it will be found to be actually identical in every particular with the proposal that Dr. Bennett himself first made to me, and which I at that time considered too absurd even to entertain until our money disputes were settled. The question therefore is, Has Mr. Syme at any time informed Dr. Laycock that such was actually his award on the questions put before him? I regret much to say that Mr. Syme's various awards, as stated to me, are one and all "wholly inconsistent" with the award alleged by Dr. Bennett to be given to him.

2. Mr. Syme had a written statement put into his hands by me as to the points I submitted to him for arbitration. These points will be found on p. 20 of my statement, and on comparison it will be seen that there is *no reference whatever* to any future change in the mode of teaching. In fact, that written statement was put in expressly to prevent the possibility of Dr. Bennett's proposal of April 18th being introduced into the arbitration. Mr. Syme, it is true, attempted to introduce it before he arbitrated, but I promptly refused my concurrence (see p. 20), and Mr. Syme took care never to mention it to me again (p. 28).

3. What, then, did Mr. Syme under these circumstances award? On referring to page 23 of my statement, it will be seen that Mr. Syme made his award of the autumn-sixth *verbally* in the first instance. I got Dr. Christison to ask him for a written award,

which may be found in Letter No. 4, App. to Dr. Bennett's letter, and Letter 16, p. 24, *ante*. He therein again allots to me the autumn attendance, and *hints* at certain terms for our future "co-operation," but "which," he adds, "it is not necessary to mention." Clearly, if those "terms" had constituted a part of the award, it was of all things most "necessary" to state them, for they were the most essential part of it. I applied to him by letter (No. 15) for his written award on that point, but he took no notice of my request (p. 25).

4. Dr. Bennett having stated what Mr. Syme's award was, goes on to say (Letter to Patrons, head of p. 2):—

"Dr. Laycock made an endeavour on the 1st August to obtain the Wards *before accepting* the agreement in writing [which had never been offered], But *failing in this*, he, on the 4th August, in a letter to Dr. Christison, wrote, 'Mr. Syme has intimated that his award includes the whole. I therefore accept it as it stands.' In consequence of this *definite agreement* of Dr. Laycock, I surrendered to him the Clinical Wards as soon as it was communicated to me, and paid him one-sixth of the winter fees, to which otherwise he was not entitled."

Again, in the succeeding paragraph, Dr. Bennett further states:—

"Having, in consequence of his acceptance of Mr. Syme's award, obtained the Wards and one-sixth of the fees, on the *distinct understanding* that in future he and I were to lecture separately and simultaneously, he [Dr. Laycock], when the answer from the Managers was received, raised various objections, and, on the 6th November, the very day he, *on the faith of the agreement*, was allowed to commence his own course of Clinical Lectures, urged the Patrons to interpose and prevent mine, publicly repudiated that agreement, and declared that it had not met with his concurrence!"

If words and phrases have a meaning, these circumstantial statements must in the judgment of all honourable men be considered as nothing less than a charge that I have swindled Dr. Bennett out of one-sixth of the winter fees of last session. The entire charge turns upon a quibble upon the meaning of the word "whole," as miserable as it is discreditable. What are the facts of the case?

5. In a letter I addressed to Mr. Syme on August 4th last (No. 15, p. 24), I ask him for his award in writing, and most particularly request him to "include that portion of it which refers to the proposed division of the course." The only answer I got to this application is the note from Mr. Syme, No. 18, p. 25. There the half of the autumn sixth (not the whole) is allotted to me by Mr. Syme, that they may "fully equal any other claim" on my part. Now, the only "other claim" I made was made in Letter 17 as to a share of another sixth of the winter fees, which Dr. Bennett, in breach of our arrangement, insisted

upon adding to his summer fees (p. 16), and which was contained in the letter addressed to Mr. Syme, No. 17, p. 24. This, then, was the only award that I accepted, or could be supposed to accept, as a whole. It was purely an award as to fees, and the word "whole," as used by me in my note to Dr. Christison, was in fact used in the same application as Mr. Syme used it in his note (No. 18, p. 25). Surely, to fix a charge of such discreditable conduct on a colleague, as Dr. Bennett imputes to me, upon such frivolous grounds, is a proceeding demanding the severest reprobation.

6. But Mr. Syme has repeatedly stated the "principle" upon which he awarded upon the questions in dispute. In his letter to me of August 4th (No. 18, p. 25), he says that the *half* of the autumn sixth he awards me is to balance any other claim on the fees; in the letter to Dr. Simpson (p. 27), he states another principle; and in his entry on the Minutes of the Faculty (p. 27), he gives a third. But nowhere does he affirm that the trifling sum he allotted to me (a twelfth of the winter fees claimed by me as a *right*), was to be "an equivalent for not lecturing next summer," as Dr. Bennett asserts, which lecturing, be it remembered, carried with it not only the whole fees of the summer course, but also an entire sixth of the fees of the winter session.

*No agreement, therefore, to divide the clinic this year, founded on a money compromise, was ever entered into by me, or ever proposed to me by Mr. Syme.**

The next question I shall examine is one of special importance to the Patrons, and to the interests of the University and of medical science. It is this:—

VI.—HAVE THE MEDICAL FACULTY ATTEMPTED TO SET UP TWO OPPOSITE AND INDEPENDENT PROFESSORS OF CLINICAL MEDICINE WITHIN THE UNIVERSITY?

1. Dr. Christison, in his "Report by the Medical Faculty," (p. 7, App. to Dr. Bennett's letter), states, that in changing the mode of rotation as settled by him in January 1856, according to the "old

* I have hitherto, from a feeling of delicacy, avoided specifying the sums of money which have passed between Dr. Bennett and myself. I think such reserve needless after Dr. Bennett's extraordinary charge. I therefore now state, that Mr. Syme's award, as alleged by Dr. Bennett, *supposing the fees of the last and current year to be equal in amount*, is as follows:—Dr. Laycock is to receive 20 guineas (half a sixth of the winter fees) and six weeks' autumn attendance in 1857, "as an equivalent" for the surrender of 109 guineas and three months' lectures and attendance in 1858. When Dr. Bennett proposes this identical money compromise in his letter of April 18th (No. 10, p. 15), he expresses his hope in the postscript that it will be understood that he makes "a sacrifice" in the offer!

rule," and making the arrangements of which I complained, they did so, because that mode, as settled by him, had "not proved satisfactory, it seems." He adds, "The Faculty and Senate *therefore* reverted to the 'customary rotation' prior to 1846. *They introduced no new arrangement.*"

2. On reference to the Minutes of Faculty of October 27th last (see *ante*, p. 31), (when the Faculty resolved upon the change in the rotation settled by Dr. Christison in January 1856, and again by the Faculty itself in April last, on the proposal of Dr. Bennett,) it will be found that the reason of the change is clearly stated there as follows: "Dr. Christison then moved—That the Faculty, at the meeting of 22d July, saw no objection to the change proposed by Mr. Syme in the mode of conducting the teaching of Clinical Medicine, that they still approve of it, and that it ought to be carried out forthwith," etc.

It appears, then, that Dr. Christison, in moving a resolution to effect the change, never referred to the "customary rotation prior to 1846." It was only Mr. Syme's proposed change that the Faculty were to adopt. To use Dr. Christison's own words, this surely must be "an entire mis-statement" of the facts of the case by the author of the "Report by the Faculty."

3. But Dr. Christison, in the passage just quoted, affirms that "they introduced NO NEW ARRANGEMENT" when they adopted the change proposed by Mr. Syme. He further states, in his "Report by the Medical Faculty," that "from 1827 to 1846, that is, for twenty years, *two Professors taught simultaneously*, who were relieved every three months by two others." That is to say, there being four Professors, an *alternate* rotation by trimestres of *two and two* lecturing simultaneously was established. But Dr. Bennett and myself were, according to the change proposed on October 27th by Dr. Christison, not only to lecture simultaneously, but *continuously*, so that the old system of *alternate* rotation peculiar to the University clinic was to be wholly set aside. And yet Dr. Christison avers, that in doing this, the Faculty only "reverted to the 'customary rotation' prior to 1846. *They introduced no new arrangement.*" Dr. Bennett, however, is more cautious in his assertions on this point. He says in his letter—"When, however, two lectures were given simultaneously by Clinical Professors, as was the custom from 1827 to 1846, the one lectured on Mondays and Thursdays, and the other on Tuesdays and Fridays. *In these respects, therefore*, nothing opposed to past custom has been sanctioned by the Medical Faculty for the ensuing session." Dr. Bennett carefully avoids all reference to the continuous, separate, and "independent interests"

of the two Clinical Professors, which would have been also set up during the ensuing session, by carrying out "Mr. Syme's suggestion."

4. But a far greater and graver innovation was in fact made upon the customary mode of teaching prior to 1846, than in the change from alternate to continuous teaching. When the four Professors thus lectured alternately and simultaneously by two and two, each did not exclusively "receive the fees of their respective pupils." They had all a common purse. Never, in fact, in the history of the University, has that plan been deviated from; nay, even in the extra-academical school, it is maintained as the best by the three present clinical teachers. Is it not then an "entire mis-statement of the question" (to use Dr. Christison's words) to assert that in adopting Mr. Syme's proposed change, and appointing that each Professor should lecture *separately* and *continuously*, and "receive the fees of their respective pupils," the Faculty "introduced NO NEW ARRANGEMENT?" Surely, if words have a meaning, a condition of things which has *never happened before* must be *new*.

5. It was, therefore, in assuming to appoint two clinical Professors to "conduct two separate, simultaneous, and continuous courses of lectures, and to receive the fees of their respective pupils," according to the plan of Dr. Bennett, and as *taken up* by Mr. Syme, that the Faculty went wholly beyond any of the powers they may possess, inasmuch as two courses of lectures on clinical medicine, given simultaneously by distinct Professors, with independent pecuniary interests, must necessarily be both independent and competing courses. For every one knows that independent pecuniary interests is the principal source of all opposition and competition in the world. Pupils paying separate fees to a "distinct Professor" would require *separate certificates of attendance* on the course, and thus the essential element of a separate and distinct professorship would be brought out.

It is clear, then, that the Faculty attempted to establish two competing clinical Professors within the University, when on October 27th they so rashly attempted to break down the customary rotation of clinical teaching. In doing this, at the same time to deliberately inform the Patrons that "they introduced NO NEW ARRANGEMENT," is conduct which needs no comments on my part.

6. But the Faculty (or more correctly Dr. Christison) may in defence point to the terms of the Memorial to the Managers of the Infirmary, as a proof that they entertained no such intention, and certainly the object of the change is carefully excluded from that document; but Dr. Christison positively affirms in his "Report by

the Faculty," that the memorial was "drawn up in conformity" with Mr. Syme's arrangement, so that the latter interprets its meaning to those who knew of the existence of that document. But Dr. Bennett affirms boldly (see Letter, bottom of page 1) that it was part of Mr. Syme's so-called arbitration "that the Managers of the Infirmary should be applied to for an extra number of beds, *in order that this arrangement* might be carried out." Now, as the "suggestion" was from the first his, and not Mr. Syme's (see Dr. Balfour's letter, No. 9, p. 13, also Dr. Bennett's letter, No. 10, foot of page 14), no one could be a better authority as to the objects of the Memorial to the Managers, unless perhaps it be Dr. Christison; for on referring to page 13 it will be found that he also had probably arranged with Dr. Bennett within a few days of his withdrawal from clinical teaching, and without my knowledge, to apply to the Managers of the Infirmary for an extension of beds for these identical objects, and had actually fixed Monday, 20th April, for an interview with them.

Much more might be added to show that not only have these gentlemen attempted to set up two distinct and competing Professors of Clinical Medicine, but that the scheme was entertained for some time prior to its first announcement in April last by Dr. Bennett. That matter is not, however, worthy of further notice. As to the main fact, the evidence is ample and conclusive.

VII.—WAS "THE PROGRAMME OF LECTURES FOR THIS WINTER SESSION PUBLISHED IN CONFORMITY WITH THE PROPOSED NEW ARRANGEMENTS?"

This is asserted by Dr. Christison (Report by Medical Faculty); "but by a miscollocation," he adds, "the Programme did not contain an extension of the hours of Clinical study, from the single hour between Twelve and One, to two hours, viz., from Twelve till Two, which had been acceded to by all parties."

1. It is quite certain that the time for Clinical study, *at the bedside*, was extended by the Senatus to two hours. But no change in the *hours and days of Lectures* has been proposed to, or adopted by, the Senatus, except in the most irregular way on 31st October last. That proceeding, in fact, constitutes of itself the most conclusive proof that the hours and days of lectures had never been changed, otherwise no application need have been made to the Senatus for its sanction to the change. But an extension of clinical study to *two hours* was

seized upon as a means for establishing two separate and independent courses of Clinical Lectures. Having secured the two hours, "*the only deviation from the published Programme*," which Dr. Christison would have the Patrons to think so unimportant, was all that was required to carry out the scheme.

2. The memorial to the Managers of the Infirmary was sent in on the 27th July; the answer received on the 23d October. The Programme for this Session was ordered to be printed on 1st August, and no reference therefore was, or could be made, on that day to the changes proposed in that memorial, because they depended upon the grant of additional beds by the Managers. It is therefore an "entire mis-statement" to say, as Dr. Christison has alleged, that "the Programme of Lectures for this Winter Session was published in conformity with the said arrangement" of Mr. Syme; or that it had any relation to the changes proposed in the Memorial to the Managers; or that the error of the press as to the extension of the time of *Clinical Study* misled in any degree as to the days and hours of Lecture. I did not, therefore, "keep the Patrons in ignorance," as Dr. Bennett asserts, of an important fact, or mislead them in any way as to the true character of the deviations from the Programme, and the accustomed mode of Clinical teaching attempted to be carried out by Dr. Bennett with the aid of the Faculty.

Having thus fully substantiated all the allegations contained in my letter to the Patrons of the 5th November, and answered the charges brought against me, I here end my painful task, renewing the expression of my deep regret that such a task has been forced upon me.

4 RUTLAND STREET, EDINBURGH,

November 25, 1857.

SEQUEL.

The Medical Faculty,* having carried on the business in spite of all protest, found themselves, on receipt of the Deliverance of the Patrons, in a difficulty with the Managers of the Royal Infirmary, who had already complied with their request to allocate the wards in execution of the scheme of division of the Chair, and who now desired to know on what footing the Clinical course in the Infirmary was to be conducted by the University Professors for the future. On 12th November, the Medical Faculty (on the proposition of Dr. Christison) resolved to ask the Managers to let the new arrangements for the University clinic stand for a few days, until the differences which had arisen should "be settled by the Town Council [the Patrons of the University], who alone had the power to do so now." They resolved, at the same time, to request a conference with the College Committee of the Patrons "in regard to the course of lectures on clinical medicine."

This Conference was held on Saturday, 28th November, in the Patrons' room at the College, and lasted from one o'clock to four. The College Committee inquired very patiently into the facts of the case; and having heard a preliminary statement from Dr. Christison, and then further statements from Drs. Bennett, Simpson, and Laycock, they proceeded to the consideration of their report, so as to be ready for the consideration of the Town Council at its meeting of Tuesday, 1st December. On the morning of that day, however, to the surprise of every one, letters reached the Council from three of the Professors principally concerned, viz., Professors Christison, Syme, and Bennett, containing such strong allegations, that it was thought necessary to hold another conference with the Medical Faculty, which was accordingly fixed for the next day (Wednesday, 2d December), and the

* It is right to state here, in reference to the phrase Medical Faculty, that the only Professors constantly present at the meetings at which the business of Clinical teaching was discussed, were Professors Christison, Syme, Bennett, Simpson, and Balfour (the Dean or Secretary). Dr. Simpson was usually a dissident. Occasionally, one or two of the other Professors attended, but took little or no part in the business. It was therefore truly, as well as wittily, said by one of the latter to the College Committee of the Town-Council, that "the Medical Faculty" consisted of the seven *absent* members.

three Professors heard at full length. The result of this second conference was a confirmation of the report agreed on at the close of the first conference. The Committee were of opinion that the arrangements of the Medical Faculty of April 9th, were those by which the current session should have been conducted (see my Letter, p. 30, and Protest, p. 32, § 4). As, however, Dr. Bennett had conducted the winter course pending the result of the appeal, he was to be allowed to conclude it, and I was to take the spring trimestre, together with the entire summer course. On Thursday, December 15th, the College Committee reported accordingly to the Town Council, and their report was unanimously adopted. In this way all my claims were granted.

The letters of my three colleagues, like all their other proceedings, had therefore no other result as to the matters in dispute, than to inflict additional trouble and delay. As to myself, they were of the same painful character as the other documents from the same quarter; that is to say, were calculated to place my conduct in the most unfavourable light before the College Committee, the Patrons, and the public. Once more, therefore, I was called upon to clear myself from their aspersions. As Dr. Bennett's letter was simply a repetition of previous statements, and as it has not been published, farther notice of it is unnecessary. It is otherwise with the letters of Mr. Syme and Dr. Christison. To these, therefore, I have replied.

I. MR. SYME'S LETTER AND CHARGES.

Mr. Syme took or sent the following letter to the Lord Provost at the Council Chambers on Tuesday morning, December 1st, and requested that it might be read at the meeting of the Town Council. His object appeared to have been simply to give all possible publicity to so serious an attack on my honour and integrity, as he had it forthwith published in the "Daily Scotsman :"—

1. From the *Daily Scotsman*.—Wednesday, December 2.

[We have been requested by Mr. Syme to publish the following letter, which, though addressed to the Lord Provost, was not read at the meeting of Council yesterday :—]

Mill Bank House, November 30.

My Lord—Having been prevented by an urgent professional call to Greenock on Saturday from being present at the conference which took place between the Patrons and the Medical Faculty of the University, I was unable then to contradict the statement made in Dr. Laycock's printed paper that

I had tampered with the minutes of the Faculty, "so as to make two entries suit each other." I now declare that this statement is entirely without foundation, and altogether unjustifiable, since the only alteration to which it can possibly have reference must be the substitution of "arranged" instead of "arbitrated," which was done to correct an error of his own by the secretary at a full meeting of the body. The former of these expressions referred to an agreement in regard to their lectures for the future, which was most positively and unequivocally entered into and publicly acted upon by Drs. Bennett and Laycock. This arrangement formed no part of my arbitration, which was limited to the division of fees, but constituted a preliminary ground upon which I proceeded in deciding the pecuniary question, and bound Dr. Laycock to its fulfilment by every principle of honourable feeling and gentlemanlike conduct.—I have the honour to be, my Lord, your Lordship's most obedient servant,

The Right Hon. the Lord Provost.

JAMES SYME.

I had hoped Mr. Syme would have seen the great propriety of his not taking an active part in these unfortunate transactions, inasmuch as I had not introduced his name into the discussions, except in so far as was necessary for self-defence. He has decided otherwise, and I am therefore compelled to meet his attack on my character as I have met similar attacks from other quarters.

(I.) Mr. Syme first charges me with having stated that he "had tampered with the minutes of the Faculty, so as to make two entries suit each other," and "declares that this statement is entirely without foundation, and altogether unjustifiable."

1. Mr. Syme ought to be well aware that the word "tamper" is not used by me at all in reference to his conduct. This was pointed out to him at the conference of December 2d, and he explained that *some persons* had told him that he had tampered with the minutes. I was, therefore, clearly in no sense responsible for the word. I simply stated certain facts in self-defence as follows:—

"At a meeting of the Medical Faculty, held a few days after he had caused this entry to be made in the minutes [of 27th October], Mr. Syme *procured an alteration to be made* in the entry which he had caused to be made on the minutes of the meeting of 22d July, so as to make the two entries suit each other" (*ante*, foot of p. 27).

2. This statement of facts is strictly correct in every particular. The following is the paragraph of the minute referred to as it originally stood:—

"Mr. Syme reported that he had arbitrated between Drs. Bennett and Laycock in regard to the clinical duties and fees, and that he considered matters to be now adjusted."

As to the source of this entry, I have only to add, that on Friday,

30th October, Dr. Balfour (the Dean) informed me that Mr. Syme dictated to him the very words. Mr. Syme is therefore, according to the evidence of the secretary, responsible for that minute, inasmuch as he caused it to be made.

3. The alleged alteration in the minute was also made, in like manner, at the instance of Mr. Syme, at a meeting of the Faculty on November 3d last.

Extract from Minutes of Faculty, November 3 :—

“ Mr. Syme stated that his report to the Faculty on the 22d July ought to have been entered thus :—‘ Mr. Syme reported that he had arranged in regard to the duties of the Clinical Professors, and had arbitrated between Drs. Bennett and Laycock in regard to their fees, and that he considered matters to be now adjusted.’ ”

There is nothing here to confirm Mr. Syme’s assertion, that the change was made “ by the Secretary to correct an error of his own ; ” the responsibility of it rests evidently with Mr. Syme.

4. Mr. Syme affirms that “ the substitution of ‘ arranged ’ instead of ‘ arbitrated ’ ” is “ the *only* alteration to which my statement can possibly have reference.” Does Mr. Syme mean to argue that the intent and effect of an alteration are not the questions in cases of this kind? Surely he must know that an alteration may be greater in its effect for an intended purpose by the change of one suitable word, than of one hundred (see p. 67, § 11). The most successful forgeries are those in which the greatest effect is produced by the smallest alteration ; as, for example, by the addition of a cypher after one or two others. But even as to the mere verbal extent of alteration, Mr. Syme has evidently done more than *substitute* one word for another ; he has, in truth, *added* to the sentence a whole limb, namely, “ that he had *arranged* as to the duties of the Clinical *Professors*,” nothing of which is substantially in the original minute.

5. Mr. Syme himself concedes that he made the alteration, so that the two entries of the 27th October, in which he had minuted his alleged “ arrangement ” or “ agreement ” between Dr. Bennett and myself, and that of the 22d July, in which, *as altered*, he “ referred ” to them, might suit. He says, “ the former of these expressions [*i. e.*, the word ‘ arranged ’] referred to an agreement [the ‘ arrangement ’] in regard to their lectures for the future,” etc. But as this “ arrangement ” had never been in the minutes until October 27th, the word “ arranged,” so interpolated in minutes of 22d July, could only refer to the “ arrangement ” as recorded in October 27th. The original minute was exactly in accordance with his position in July of arbitrator ; for

the use of the word "duties" in reference to his *arbitration*, applied to the question of rotation by four months or three months (see *ante*, Letter 13). By the very terms of his office as arbitrator, he was precluded from interfering with the question as to future clinical "arrangements." These were for the discussion of the Faculty (Dr. Bennett's letter, No. 14, p. 18). He could not therefore introduce "arranged" with any meaning.

6. The matter was, however, only of importance from *the use* made of this minute so altered. Dr. Christison, in his "Report by the Faculty" of November 7, affirmed, in support of his injurious allegation, that I had publicly concurred in "Mr. Syme's arrangement" and then repudiated my concurrence, and referred to these identical minutes, thus altered, in proof of its truth (*ante*, p. 45, § 4). Now, as Mr. Syme repeats the allegation, and makes it a ground for attack upon my honour, I have only to add that it is not only absolutely correct, but thoroughly justifiable in every sense.

(II.) Mr. Syme says he bound me to the fulfilment of his agreement (which, from the moment I saw, I repudiated) "by every principle of honourable feeling and gentlemanlike conduct." I have repeatedly assured Mr. Syme that this was a misapprehension on his part, and I have already shown by what are acknowledged to be conclusive facts and arguments, that I did not in fact accept the agreement which Mr. Syme proposed (see App., pp. 42, 46). I decline re-entering upon this exhausted question. But as Mr. Syme persists in his assertion, and at the same time claims to be an exponent of "every principle of honourable feeling and gentlemanlike conduct," it is worth while examining what those are like upon which he acts.

1. Mr. Syme cannot, it appears, conceive the possibility of a misunderstanding having occurred between us. And yet it is really possible that Mr. Syme may have been mistaken (see Mr. Syme's note to Dr. Christison, and § 8, p. 65). Contrary to the practice usual amongst gentlemen, however, he cannot admit this, and makes the question one of the veracity of our respective assertions. I would willingly have avoided any examination of the question from this point of view, as it can lead to no good result, except the prevention of that stigma which Mr. Syme would fix upon me, and which is, in fact, foreign to the business. As, however, Mr. Syme will persist in this step, I must meet him.

2. Mr. Syme says he drew up a formal agreement, and "got" Dr. Bennett and myself to "accede" to it. It falls, then, to Mr. Syme to

explain why—if this be a true allegation—he never put the written document to the uses for which such documents are expressly constructed, namely, to secure a thorough understanding of the agreement, and of things agreed to by the concurring parties? Confessedly he never gave me a copy of it either before or after he so bound me; not even when he was formally asked for a written award. (Letter 15, p. 24.) He shows no signature, has no witness, and only produces the written document after the lapse of three months, at a meeting of the Medical Faculty, from which, by previous arrangement, I was absent (p. 31).

Again, similarly, it falls to Mr. Syme to explain why he, acting as sole arbitrator, and owing that position to my entire reliance on his feelings of honour and gentlemanlike conduct, drew up an agreement in manifest adaptation to the wishes and exclusive advantages of the individual who first named him, and deciding important questions, by myself expressly excluded from arbitration from the first. The bare *attempt*, under such circumstances, to procure my concurrence with the alleged agreement could not be made in accordance with any principle of honourable and gentlemanlike conduct, so far as I understand the words. Mr. Syme should have first arbitrated *as to the past*; having done that, he was entitled to *offer* his further good offices as to *future* arrangements, but no more. *This* would have been honourable and gentlemanlike.

3. There is only one other point in Mr. Syme's conduct by which I will further test his principles and gentlemanlike conduct. On reference to page 47, it will be seen that Dr. Bennett states Mr. Syme's award to be—

“That, as an equivalent for not lecturing next summer, Dr. Laycock should have the clinical wards during the autumn, with an entire sixth of the winter fees.”

But I repudiated this assertion of Dr. Bennett's as to Mr Syme's award, because it was wholly inconsistent with Mr. Syme's own written statements to me and to others. For example, in the letter which he spontaneously wrote to Dr. Simpson, in which he states “what he has done,” Mr. Syme says:—

“The modes of dividing the fees being extremely complicated, I took for my guide, in conformity with them, the principle that *each should be paid according to his share of the lectures*. Now each lectured during a half of the winter session. *Each, therefore, has a half of the winter fees*, and Bennett the whole of the summer fees.” (Letter 22, p. 27).

Now this is as opposite to Dr. Bennett's statement of Mr. Syme's award as it is possible to be. According to Dr. Bennett, I was allotted

an *entire sixth of the winter fees*, as "an equivalent" for not lecturing next summer; according to Mr. Syme, I have *no sixth allotted at all*, and such fees as are actually allotted, are allotted for the *winter lectures of the past session*!

4. Mr. Syme must have seen this statement of Dr. Bennett's; he must also be aware that the most gross impeachments by Dr. Bennett of my honesty are founded upon it (pp. 48, § 4). Mr. Syme was, therefore, bound by every honourable and gentlemanly feeling to deny the accuracy of Dr. Bennett's statement, *if it be a false account of his award*, and so free me from the degrading charges Dr. Bennett has founded on it. But Mr. Syme has not done this; on the contrary, he indirectly lends his support to these charges.

5. Further, Dr. Bennett's account, interpreted on Mr. Syme's principles, constitutes in itself a direct impeachment of Mr. Syme's own honour and veracity; for if Dr. Bennett's be a true account, and there be no misunderstanding, it is most manifest that Mr. Syme's letter to Dr. Simpson, of which there can be no misunderstanding, must contain a false account both of the principle which guided him, and of the award itself. I will not imitate Mr. Syme's conduct. Probably Mr. Syme got completely bewildered, or was misunderstood, by Dr. Bennett; whatever the cause, the discrepancies between the two accounts are undeniable, and not for me to explain.

6. At the conference of Dec. 2d, Mr. Syme proposed as an arrangement that Dr. Bennett should be allowed to pay to me the half of last summer's fees, and take the half of next summer's lectures and fees. In other words, he proposed that Dr. Bennett should pay me £35, on condition that Clause 3 of his own arrangement might be carried out. If this was a just, honourable, and gentlemanlike proposition in December after Mr. Syme's unfounded charges had been made, it must surely have been *a fortiori* a just, honourable, and gentlemanlike proposition when Mr. Syme was acting as sole arbitrator in July, and no question of honour had arisen. Yet it was never made. On the contrary, *according to Mr. Syme's own version*, he got me to agree to that identical clause of the arrangement without any compensation whatever, before he would arbitrate at all. Yet, in truth, I had no idea whatever that Mr. Syme had even made that proposition, until a copy of the minute of 27th October reached me containing what Mr. Syme had "positively affirmed."

I need hardly add, in reference to this last proposition, made at the Conference, that it was at once declined, on the obvious ground that any money compromise was *then* out of the question.

II. DR. CHRISTISON'S LETTER AND CHARGES.

The letter of Dr. Christison addressed to the convener of College Committee was of the most startling character, as will be seen on perusal. The whole proceedings connected with that letter are also interesting, as showing conclusively the reckless way in which these painful disputes have originated and been embittered. A short preliminary statement of the circumstances under which it was written is necessary to this end.

1. Dr. Christison made some assertions at the conference of the Patrons and the Medical Faculty on Saturday, Nov. 28, which attracted my attention. He alluded generally to "some mis-statements" which were to be found in my published account. Now, as I had been most careful to assert nothing which I could not prove, and to that end had understated matters, I felt anxious to learn the nature of those alleged mis-statements, so that I might correct them if necessary. On Monday following, therefore, I wrote to Dr. Christison as subjoined, and I add his reply—

2.—Dr. LAYCOCK to Dr. CHRISTISON.

Rutland Street,

Monday, 30th November 1857.

Dear Sir—At the conference of the Medical Faculty with the Patrons of the University, held on Saturday last, you said that my printed account of the transactions as to Clinical Teaching contained "several mis-statements." You left so early that I had not an opportunity of asking you to specify those mis-statements; but being deeply anxious that my account shall be as correct as possible, and do you full justice, I now beg the favour that, at your earliest convenience, you will point out to me any one mis-statement whatever.—I am, dear sir, very truly yours,

T. LAYCOCK.

Dr. Christison.

3.—Dr. CHRISTISON to Dr. LAYCOCK.

40 Moray Place, 30th November 1857.

Dear Sir—What I stated to the committee of the Town Council was, that your pamphlet contained some mis-statements, which I believed to be unintentional, and which I had no wish to go into, as they were immaterial to the objects of the conference. I am obliged to you for your desire to do me justice; but I have still no wish to see the statements corrected.—I am, yours faithfully,

R. CHRISTISON.

Dr. Laycock.

2. It was on the following morning, then, under these circumstances, that Dr. Christison wrote officially as follows :—

4.—Dr. CHRISTISON to F. BROWN DOUGLAS, Esq.

40 Moray Place, 1st December 1857.

Dear Sir—I particularly regret that I could not remain till the close of the long conference of the Medical Faculty with the Patrons of the University on Saturday last, as I had been summoned by telegraph into Fife.

From what occurred after my departure, it is necessary that my testimony be known as to the transactions in the Medical Faculty on 27th July last. On these, and not on any prior proceedings, the whole merits of the question, brought before the Patrons by Dr. Laycock, really depend.

I hereby declare, therefore, that I heard Mr. Syme read, as the arrangement, acceded to by Drs. Bennett and Laycock for the future teaching of Clinical Medicine, the three short clauses contained in Dr. Laycock's pamphlet, page 27 : That Dr. Laycock and Dr. Simpson were both present; that these gentlemen, as well as the other members of the Faculty, concurred in the arrangements;—that having been made a unanimous resolution of the Faculty, Drs. Bennett, Laycock, and myself were empowered to prepare, and the Dean to transmit a memorial on the subject to the Managers of the Royal Infirmary, which was accordingly done.

I hereby further declare that I revised the memorial, and approved of it; and that Dr. Bennett, to whom I sent it, told me he had sent it subsequently to Dr. Laycock, who returned it, without any dissent to him.

If I am correctly informed, Dr. Laycock, after I left the conference on Saturday last, denied that he had ever concurred in the said arrangement. I have simply to express thereupon my great regret that Dr. Laycock should have allowed no fewer than half-a-dozen men of ordinary intelligence to misapprehend him so egregiously, that they imagined his opinion to be diametrically the opposite of what it really was. And I declare that I agreed on 27th July to the arrangement, because, among other reasons, I believed that it met with his approval and wishes.—I am, yours most faithfully,

A. CHRISTISON.

*F. Brown Douglas, Esq.,
Chairman of College Committee of Town Council.*

3. In my published statement, App. p. 44, sec. 2, Dr. Christison would read the following :—

“ Professor Syme [Dr. Christison asserted] recommended an arrangement ; Drs. Bennett and Laycock acceded to it ; the Faculty of Medicine approved of it. A memorial in conformity with it, drawn up and approved by a committee, of which Dr. Laycock was one, and an approver, was presented to the Managers of the Infirmary. The Managers gave their consent. But very lately Dr. Laycock denied that he concurred in the arrangement in question. . . . Happily Dr. Christison appeals to something like evidence in support of these extraordinary assertions, for *not one is strictly accurate.*” “ These statements simply involve questions of *fact* that can be proved or disproved. The proof rests upon Dr. Christison. *I deny that the*

'arrangement' suggested by Mr. Syme was brought before the Faculty at all at the time when the memorial to which I agreed to was drawn up."—App. p. 44, § 3.

Nothing can be more pointed than these direct impeachments of the accuracy of Dr. Christison's allegations; and it is difficult to understand how Dr. Christison could fail to see that it was, at least, as important to meet them on Saturday, when the conference took place, for the express purpose of inquiry, as two days afterwards, when the report of the College Committee was to be presented to the Town Council (the Patrons). On Saturday, I merely repeated verbally that denial of my concurrence with Mr. Syme's plans, which I had already distinctly and unequivocally printed. Where is the difference? Dr. Christison does not, in his letter, ask that the inquiry may be reopened. Did he wish that, or only to enter a sort of protest? Whatever may have been his object, I can only look upon his letter as an answer to my remark, that Dr. Christison should bring some PROOF of his assertions, and conclude that it was intended to afford the required proof. Unfortunately, like all the proofs brought forward by the other side, it rests on mere hardihood of assertion. Still, such is the character of the letter—it is Dr. Christison's important "testimony." I am quite ready to concede that, when Dr. Christison wrote, "I HEREBY DECLARE, *therefore*, that *I heard Mr. Syme read* . . . the three short clauses contained in Dr. Laycock's pamphlet, p. 27," he must have felt that his declaration, if true, was not too formally put for the occasion, and that, coming from him in words of grave legal use, it was morally, at least, equivalent in force to evidence given on oath; but I must add also that he could not, therefore, be too scrupulously accurate in his statements. The nature of the position in which Dr. Christison placed himself, when he penned this letter, may be conceived by imagining him to be actually delivering his testimony, as to the facts he writes about, on oath, in a court of law.

4. Such a letter, sent by the oldest member of the Faculty, and, therefore, supposed to have a full experience of academic business, together with that habitual accuracy as to facts, which long and *true* scientific culture gives—a letter containing the most positive allegations so strongly, so strikingly, nay, even so solemnly worded, as to matters of fact coming under the personal cognisance of the writer, and adding thereto a distinct appeal to the corroborative testimony of "half a dozen men of ordinary intelligence," also present at the time, was naturally and most properly considered by the College Committee a document of sufficiently grave importance to delay the settlement of

the question for a fortnight, and to re-open in fact the whole inquiry. Dr. Christison had, therefore, once more the opportunity afforded him of bringing the important transactions, to which he referred, under the consideration of the College Committee.

5. What then was the result? Dr. Christison had to acknowledge at once that his letter contained important errors. The date of the alleged meeting was not even correct—there was no meeting on July 27—a matter of no importance, however, except as showing with what incautious haste Dr. Christison penned his solemn statement, for he could have easily corrected that error from my published account (p. 21); but further, Dr. Christison felt obliged to avow that *he had not heard Mr. Syme read* the three short clauses (*ante*, p. 27) as the arrangement wrongly alleged to have been privately and publicly acceded to by me at the instance of Mr. Syme. This avowal at once ended the matter, inasmuch as the allegations thus acknowledged to be erroneous constituted the only real evidence contained in Dr. Christison's letter; consequently since, when they were deleted, that document had no longer any value, it was suggested that Dr. Christison should not correct the errors it contained, but, as the shortest and simplest plan, should be allowed to withdraw the letter altogether. This was conceded by the College Committee, and Dr. Christison's letter was thereupon formally returned into his hands by the City Clerk in presence of the Conference.

6. But Dr. Christison has corrected his letter, and it is only doing him justice to add, that he denies having withdrawn the document except to correct it, for which, he says, he had the permission of the College Committee. It was certainly understood at the conference, as I have stated, that it was withdrawn altogether, and it was treated, *in fact*, as null and void, inasmuch as the College Committee came to a decision without further reference to it. But I have no wish to press this point upon Dr. Christison, except for his consideration, as an important illustration of the proposition (which Mr. Syme cannot apparently comprehend) that misunderstandings may possibly arise as to the *res gestæ* of meetings, without necessarily implying folly or knavery on the part of one or other of the disputants. I might, indeed, with justice apply the words of Dr. Christison's own letter to himself which he so incorrectly applied to me, and express my regret that he should allow a "dozen men, of ordinary intelligence, to misapprehend him so egregiously," etc., but I forbear. I believe it was a misapprehension on his part, in the confusion of the moment.

7. Dr. Christison has, however, corrected his letter, and I think I

shall only be doing both him and myself justice in recording the corrections, for unfortunately in making them, Dr. Christison does in fact reiterate his charges, and expose more completely the entire worthlessness of the evidence he attempts to adduce in support of them.

Dr. Christison corrects the date—a trivial error. He substitutes the word “state” for “read,” and it was “the substance of” the three short clauses, with the exception of that part which refers to fees, that Mr. Syme stated.

The letter, thus corrected, reads as follows in the corrected portions :—

“ I hereby declare, therefore, that I heard Mr. Syme *state* [for read] as the arrangement, acceded to by Drs. Bennett and Laycock, for the future teaching of clinical medicine, (*the substance of*) the three short clauses contained in Dr. Laycock’s pamphlet, *except that Mr. Syme may not have stated at that time the part of the arrangement which related to the fees, but of which he had informed me personally and previously.** That Dr. Laycock and Dr. Simpson were both present. That these gentlemen,” etc.

8. Before he sent off his corrected letter, Dr. Christison found it necessary to “correct” one of the corrections, namely, the last—as to Mr. Syme *not* having stated that part of the arrangement which related to fees—the only authority being Mr. Syme. Dr. Christison, therefore, added a postscript as subjoined :—

“ Dec. 4th, 1857.

“ I had just finished these corrections when I received a note from Mr. Syme, saying, ‘ If what you said about the fees referred to those for the separate course proposed to be established, you were quite right, and have nothing to alter but the day of meeting, and the statement being oral ’ ; I therefore withdraw the correction immediately above, as it appears Mr. Syme had supposed I referred to the arbitration about *past* fees.

“ R. CHRISTISON.”

9. I feel it to be a real misfortune that in self-defence I must again show that Dr. Christison is still in error. But I will ask, Does he seriously mean to call this evidence? In the corrected letter Dr. Christison solemnly declares, what he, Dr. Christison himself, with his own ears, *heard* Mr. Syme state ; in this postscript correction it is no longer what Dr. Christison heard, but what Mr. Syme tells him he (Mr. S.) stated. Again, Dr. Christison says, Mr. Syme had told him

* The words in italics are Dr. Christison’s corrected interpolations, and I believe I am accurate in saying that a copy of the letter, thus corrected, has been placed in the hands of the surgeon to the Edinburgh Jail by Dr. Christison, for private exhibition, in proof of his accuracy.

"personally and previously" to July 22d, what the terms of the arrangement were, yet on August 1st, subsequently, Dr. Christison appeared wholly ignorant of them (see *ante*, foot of p. 23), and could tell me nothing about them. But I will ask, did Mr. Syme (as Dr. Christison alleges) "state the substance of the three clauses" at the meeting of 22d July, and especially that part which refers to the separate and independent interests and the separate fees, and what is the character of the evidence adduced?

Mr. Syme was asked at the conference on Wednesday, December 2d, Whether, on 22d July, he had mentioned to the Faculty that part of his arrangement which included separate and independent interests, and the taking of separate fees, and he answered, No—adding spontaneously, as the reason, that questions as to fees were never brought under the cognizance of the Faculty. There is here, therefore, another of those extraordinary contradictions, so common in these proceedings, which I feel incompetent to clear up.

10. Again, in his "Report by the Faculty" (date November 7), Dr. Christison appeals to the minutes of the Faculty in proof of his assertions. He says—"The Medical Faculty showed that their minutes contained a record of his [Dr. Laycock's] concurrence [with Mr. Syme's arrangement] on July 22d." Do, then, these minutes, directly or indirectly, show that Mr. Syme then "*stated* the substance" of his three clauses, and that I "concurred" with them as so stated? I subjoin the *original* entry of that date for comparison.

Extract from Minutes of Medical Faculty, July 22d, 1857 :—

"Mr. Syme reported that he had arbitrated between Drs. Bennett and Laycock in regard to the clinical duties and fees, and that he considered matters to be now adjusted.

"Dr. Bennett suggested that some alteration should take place in regard to the University clinical course. He thought that more wards should be appropriated, and that the Clinical Professors should give separate courses of lectures simultaneously. He thought that the extra-academical teachers had great advantages in regard to clinical teaching.

"Dr. Bennett then read a statement on the subject. This statement was remitted to a committee consisting of Drs. Christison, Bennett, and Laycock, with full powers to draw up a memorial to the Managers of the Infirmary."

According to this record, therefore, it was DR. BENNETT, and not Mr. Syme, who brought before the meeting the proposition for separate and simultaneous courses. The minute also bears out the accuracy of Dr. Christison's correction as to Mr. Syme *not* having stated that part which related to the fees, and also the correctness of Mr. Syme's

statement to the same effect at the conference of Wednesday, December 2.

11. Dr. Christison may say the minutes were not accurate, and had to be "corrected." Never was there a case surely in which the "corrections" were so interminable, but the minutes are, I think, correct in this particular at least; for when, on October 27, Mr. Syme confessedly places, for the first time, the actual terms of his alleged arbitration before the Medical Faculty, the entry clearly shows he had not "stated" even "the substance" previously. That entry runs, "and he [Mr. Syme] *now* [on 27th October] positively affirmed that on *these* terms he arbitrated" (*ante*, p. 27). Nor are these minutes of July 22d, even as "corrected" on 3d November at the instance of Mr. Syme, more conclusive as to "the substance" being "stated" or any details being given. The "corrected" minute speaks of Mr. Syme having "arranged," but not of the "arrangement" or its "substance" (see this minute, *ante*, p. 57). It is true, if another "correction" were made, and *only* "Mr. Syme" substituted for "Dr. Bennett," the minute would be conclusive in favour of Dr. Christison; but unfortunately for this theory, at the meeting of the Faculty, November 3, when Mr. Syme had made the other "correction," the minute was formally declared to be now "correct."

12. It was, then, upon his acknowledged vague and unsupported recollection as to the proceedings of the meeting of July 22, that Dr. Christison founded the strong, definite allegations which I controverted, and of which I have complained, and the question arises naturally, How it was that Dr. Christison fell into such grave mistakes? Had he inquired of the "six men of ordinary intelligence" to whom he refers, whether their recollection agreed with his own? Clearly not. Had he inquired of the Dean, or looked at the minutes? No; for it was from a conversation with the Dean, and an inspection of the minutes just before the conference met (if I am rightly informed), that Dr. Christison learnt into what an error he had fallen. Perhaps he had inquired as to the facts from some one or two of the other members of the Faculty present at the meeting? Neither can this be correct, otherwise they also would have set him right. (Compare Mr. Syme's note, p. 65). Thus, then, Dr. Christison's unquestioning reliance upon the accuracy of his memory has been the fertile source of much annoyance and grief to himself as an accuser, to me as the wrongfully accused, to our mutual friends, and to all those who take an interest in the welfare of the University and the honour and dignity of its Professors; nay, if he had taken but the most ordinary precaution to be accurate, the second conference need not have been held, or this Sequel published.

13. But a cursory perusal of these pages will hardly place the reader in possession of the extent to which Dr. Christison has erred, and of the mischievous results of his error. I will, therefore, give a rapid summary of them.

In January 1856 Dr. Christison states the rule of rotation we were to follow for the future, and lays it down as the "old" rule; he also brings forward a *new* plan of dividing the fees, which, he says, comes from Dr. Bennett (Letter 1, p. 6). He next tells Dr. Bennett that this system of rotation and new plan of division was my "plan and proposal" (Dr. Bennett's Letter 12, p. 17), whereupon Dr. Bennett fixes upon me a most painful charge of meddlesome discontent and sordid venality (foot of pp. 15 and 16).

In November 1857, that which was fixed according to the "old" rule, and with the object of equalisation of duties and fees, was something new, and "established *solely* for the mutual accommodation of the Professors (p. 38 (III.), sec. 2), and the real old rule is declared to be one of *fixed* order and not of *rotation* at all, inasmuch as the "Senior" Professor had always the "right to begin the Session" (p. 38 (II.), sec. 1). Whereupon Dr. Bennett intrudes at once on my Chair.

In April 1857 Dr. Christison fixed that Dr. Bennett and I were to lecture during each alternate summer, as the division of a summer course into teaching of six weeks each was unprecedented (Letter 8, p. 12). In November 1857 (Dr. Bennett having lectured during the preceding undivided summer), Dr. Christison states that it is the "customary rotation" so to divide the summer (p. 39, II., and sec. 1). Dr. Bennett at once acted upon this statement to divide the next summer course.

14. Now, these constant "corrections" have been of most serious consequence to me. They not only rendered it impossible for me to estimate what my probable income might be as a Professor (a thing of *some* importance, at least to a man with the responsibilities of a family and of a public position), but they also rendered it impossible for me to know beforehand what time I should have free from my duties, so that I might arrange for my other work accordingly. This was, in truth, the most grievous uncertainty of all.*

* As an illustration of this class of evils, I may here state that I expected to be free from clinical teaching during the spring trimestre of the current session (Letter to Patrons, p. 4). I therefore arranged to occupy that free time with the preparation of part of a course of lectures on Practical Psychology—a most difficult and wholly untried field of research. But by the plan of Dr. Christison (acting in conjunction with his two colleagues) I was to be *forced* to lecture *continuously* for nine successive months. And

15. But this is only a portion of the evils inflicted on me. Dr. Christison's constant assertions and "corrections" have led to, and been used to substantiate, the gravest imputations upon my character. Dr. Bennett has fixed a very serious charge upon me on the authority of one of these "corrections," which may be found at p. 39, sec. 3, 4. And although that "correction" of Dr. Christison has not only been corrected at both meetings of the Medical Faculty and Senatus, and that although Dr. Christison, on being questioned on this point at the conference of Saturday November 28, said, in the hearing of Dr. Bennett, that he believed that he must allow the plan of rotation of January 1856 to be "fathered" upon him, Dr. Bennett did not cease from re-asserting there and then, and repeatedly in the hearing of that Committee, that the plan and proposal were mine. It was in vain that Dr. Bennett's attention was called by the chairman to Dr. Christison's statement, and to his own apologetic letter (No. 12, p. 12); he still persisted, and for aught I know, still persists in this and all his other calumnious assertions, as if the grounds of them had never been set aside by being proved wholly false. Not less serious in their results in this respect have been the statements and "corrections" which Dr. Christison has made as to my "concurrence" with Mr. Syme's arrangement (*ante*, p. 62.) Because I have not conceded the accuracy of those statements and corrections, my honesty and veracity have, by implication at least, if not directly, been most perseveringly called in question. It has been my great good fortune, it is true, to be able to rebut these painful attempts to injure me in the estimation of the Patrons, the University, and the public, by the publication of documents of which the accuracy is unquestionable; but, let it be supposed, that I had lost or destroyed the letters in question, or that I had continually

even now, although the Patrons have done their best to redress these evils, I shall still have my arrangements disturbed.

Any one who may be curious enough to go through the intricate transactions recorded in these pages, will find that between January 1856 and November 1857, Dr. Christison has originated, either singly or conjointly, TWELVE *distinct changes* in the mode of conducting the business of the clinic, and I believe it could be conclusively shown that there was hardly one of these changes which was not made, or might not be made available to my disadvantage. Thus, the agreement of July 22, to ask for forty permanent male and female beds, so as to be on an equality with the extra-academical lecturers, ended in an arrangement to the effect that every summer I must carry on a competing clinical course with twenty-eight female beds only. Now, during the last two summers, it has not been found possible to fill eighteen female beds, the monthly average in the clinical wards being only 15-16; so that, in fact, I could hardly have carried on a course at all. When I remonstrated against these constant changes, I was pronounced so litigious and quarrelsome that it was impossible to work with me. This was substantially one of the reasons which Dr. Christison alleged for the carrying out the recent changes (see *ante*, App. p. 49, VI., § 1).

to make "corrections," what would then have been my position? I must have been inevitably borne down by hardihood of assertion, and have suffered irretrievable injury to my character and prospects. The two letters just examined are examples of what would have been attempted in the absence of that conclusive documentary evidence which speaks for itself, in its accuracy and consistency.

16. I say nothing of the waste of time, the wear and anxiety of mind, and the pecuniary loss I have had to bear in correcting Dr. Christison and his colleagues, and defending my honour. I must rather express my painful conviction, that the reputation of the Medical Faculty has received a shock from which it will not easily recover, in consequence of this exposure of its proceedings to the public gaze. And yet the whole of these distressing exposures might have been avoided by a few months' delay. I never refused my concurrence with the plans of clinical *teaching*, as contained in the Memorial of July 22. I only asked that they might not be irregularly and hastily carried out (see IV. § 1 p. 43); and when my remonstrances were treated with contempt, and I was at last forced, in absolute self-defence, to appeal to the Patrons against the oppression of a usurping and tyrannical tribunal, I mentioned no names except that of my colleague, and to him I attributed no blame personally (Letter, p. 4). The business might still have been kept within the cognisance of those immediately concerned; yet the occasion was immediately seized for circulating, as widely as possible, to my most serious injury, the "Letter" to the Patrons, of Dr. Bennett, and the "Report to the Faculty" of Dr. Christison, and that too in quarters in which no judgment could be formed or given as to the matters in dispute. In this way was farther forced upon me the steps which I have taken to vindicate my honour from the aspersions thrown upon it. Hence it follows that those few of my colleagues who have used so freely, and at least so unwisely, the name and authority of the Medical Faculty of the University of Edinburgh, are responsible for whatever injury has been done by these controversies to the credit of the University, to the character of the Medical Profession, and to the interests of medical science and art.