

Dickinson College Archives & Special Collections

<http://archives.dickinson.edu/>

Documents Online

Title: Letter from Ralph Bowie to John Montgomery

Date: January 17, 1804

Location: I-ValeM-1947-14

Contact:

Archives & Special Collections
Waidner-Spahr Library
Dickinson College
P.O. Box 1773
Carlisle, PA 17013

717-245-1399

archives@dickinson.edu

Sirs

York 17th January 1804

I now take the liberty of addressing you as President of the Board of Trustees of Dickenson College, respecting the claims of the Reverend Doctor Nisbet against that Institution. — It is my sincere wish from the best motives, both as regarding the College and its Venerable and worthy President, that every subject of dispute may be finally and amicably adjusted, without having recourse to Legal measures of any kind, which would no doubt be equally disagreeable to both parties. — The Terms of Settlement I am now authorised to propose will I trust appear on Consideration, so just and reasonable as to meet the unanimous approbation of the Trustees, and thus happily pave the way for removing all future misunderstanding between the Board & Doctor Nisbet.

You know that when Doctor Nisbet was invited to accept this office, he was fixed in a respectable and independent Situation, from which nothing but death or his own consent, could remove him. — He had then I believe every assurance that Language could unequivocally convey, given him, that he would have £250 Ster. of a year secured to him for life as President of the College, — and from the Character and respectability of the Board, as well as of those Gentlemen who wrote to him individually he entertained no doubt of the assurances thus given to him.

Salutary

- Salaries of this kind, for Subsistence, are generally payable half yearly and often quarterly, - but at all events from the nature of the Contract, this Salary at the close of each year, was in every moral as well as legal point of view, as truly a Liquidated debt and entitled to Interest, as a Bond or note for money after the time of payment elapsed. - With a view then to a final Compromise I propose that an account should be stated of Doctor Nisbet's Salary at £250 Sterling a year from the time he left Scotland till the date of the Resolution of the Board to reduce the Salary to £300 a year Currency. - That in each year credit to be given to the Board for the sums paid the Doctor to account, - and a Balance of each years Salary to be struck at the close of the year. - That Interest shall be calculated on these yearly Balances from the last day of each year till the time of Settlement, - and that Security shall be given by the Board for the Balance so found to be due, - the Interest of which aggregated Sum to be afterwards paid yearly till the Board can pay off the principal. - On an amicable Settlement being accomplished in this manner, Doctor Nisbet agrees to acquiesce in the Resolution of the Board reducing his Salary to £300 Currency, and to accept of that Salary from the date of the Resolution, till such time, if it should ever arrive,

arrive, as the funds of the College may enable & induce
the Trustees to restore the Salaries of Doct^r Nisbet and
the other professors to what they formerly were.

I flatter myself with the hopes that
these Terms will be acceded to by the respectable
Board of Trustees, - and I beg leave to assure you,
that it will afford me the most genuine satisfaction
to contribute in any degree to an amicable and fair
adjustment of any thing that might be a Subject of
dispute between the Board and my highly valued
friend the President of the College.

I am with sincere esteem and respect,

Sir

Your most obedient,
hum^l Serv^t,
Ralph Bowie

John Montgomery Esq
President of the Board of Trustees
of Dickenson - College
Carlisle.

James B
1884
Dr. M. S. C. B.
Esq's. Connors
Rochester

Sir

York 17th January 1804

I now take the liberty of addressing you as President of the Board of Trustees of Dickenson College, respecting the Claims of the Reverend Doctor Nisbet agst that Institution. - It is my Sincere wish from the best motives, both as regarding the College and it's Venerable and worthy President, that every Subject of dispute may - be finally and amicably adjusted, without having recourse to Legal measures of any kind, which would no doubt - be equally disagreeable to both parties. - The Terms of Settlement I am now authorised to propose will I trust appear on Consideration, So just and reasonable as to - meet the unanimous approbation of the Trustees, and thus happily pave the way for removing all future - misunderstanding between the Board of Doctor Nisbet. -

You know that when Doctor Nisbet was invited to accept this office, he was fixed in a - respectable and independent Situation, from which nothing but death or his own Consent, could remove him. - He had then I beleive every assurance that - Language could unequivocally convey, given him, that he would have £ 250 Ster.^s a year Secured to him for life as President of the College, - and from the - Character and respectability of the Board, as well as of those Gentlemen who wrote to him individually he entertained no doubt of the assurances thus given to him. - Salarys of this kind, for Subsistence, are generally - payable half yearly and often quarterly, - but at all - events from the nature of the Contract, this Salary at the close of each year, was in every moral as well as Legal point of view, as truely a Liquidated debt and - entitled to Interest, as a Bond or Note for money after the time of payment elapsed. - With a view then to a final Compromise I propose that an account Should be Stated of Doctor Nisbets Salary at £ 250 Ster.^s a - year from the time he left Scotland till the date of the Resolution of the Board to reduce the Sallary to £ 300 a year Currency. - That in each year credit to be - given to the Board for the

Sums paid the Doctor to acco.^t , - and a Ballance of each years Salary to be Struck at - the close of the year. - That Interest shall be calculated on these yearly Ballances from the last day of each year, till the time of Settlement, - and that Security Shall be given by the Board for the Ballance So found to - be due, - the Interest of which aggregated Sum to be afterwards paid yearly till the Board can pay off the principal. - On an amicable Settlement being accomplished in this manner, Doctor Nisbet agrees to acquiesce in the Resolution of the Board reducing his Sallary to £ 300 Currency, and to accept of that Salary from the - date of the Resolution, till such time, if it Should ever arrive, as the funds of the College may enable & induce the Trustees to restore the Salarys of Doct.^r Nisbet and the other professors to what they formerly were. -

I flatter myself with the hopes that these Terms will be acceeded to by the respectable Board of Trustees, - and I beg leave to assure you, that it will afford me the most genuine Satisfaction to contribute in any degree to an amicable and fair adjustment of any thing that might be a Subject of dispute between the Board and my highly valued - friend the President of the College.

I am with Sincere esteem and respect,

Sir

Your most obedient,

hum.^l Serv^t -

Ralph Bowie

On verso:

John Montgomery Esq.^r

President of the Board of Trustees

of Dickenson College

Carlisle.