

TO THE GRAND COMMITTEE OF
ST. THOMAS'S HOSPITAL.

Gentlemen,

To the Memorial which we have had the honour of addressing to you, requesting your assistance in obtaining for us the restitution of the preparations unjustly detained by Mr. Green within your Museum, that gentleman has thought fit to reply; and as the statements made by him are evidently intended to throw doubt on the veracity of some parts of our Memorial, and to involve others in obscurity, we request your attention, while we clear ourselves from those imputations, and divest the truth of that jesuitical garb, in which Mr. Green has found it convenient to clothe his reply.

In our Memorial we confined ourselves to those points only which it was necessary to lay before the Committee; but as Mr. Green has introduced into his reply topics not mentioned in our Memorial, and has not only endeavoured to cast imputations on the correctness of our assertions, but has even dared to question the sincerity of our motives, we no longer feel ourselves obliged to withhold any part of the truth, out of regard to the feelings of that gentleman. Should some of the following answers to his statements prove unpalatable, he must attribute them to our being compelled to reply to coarse insinuations and garbled statements.

We shall proceed to answer his observations, in the order in which they are numbered in his letter.

In reply to his remark on Quotation the 1st, we ask "Is nothing to be attributed to Sir A. Cooper's talents and industry, by which he has raised the largest surgical class in London?"

Quot. 2d.—"The true statement is, that Sir Astley Cooper, and not Mr. Cline, received 1000*l.* from me for the moiety of the Museum."

This assertion is intended to refute the statement contained in our Memorial, that "Sir Astley Cooper admitted Mr. Green to half the anatomical lectures, Mr. Cline receiving from Mr. Green 1000*l.* for the moiety of the Museum."

The following explanation of this transaction shows how far his assertion is consistent with truth.

By the *original* agreement between Mr. Cline and Sir Astley Cooper, it was provided that, at the retirement or death of either, the other should become sole possessor of the Museum, by paying the retiring partner or the executor 1000*l.* In compliance with this agreement, when Mr. Henry Cline died, Sir Astley Cooper

might, by paying over to Mr. Cline, senr., 1000*l.*, have become possessed of the whole Museum, and might then have made his own terms with Mr. Green on his becoming a partner. But did Sir Astley Cooper, in reality, ever receive any sum of money from Mr. Green? We reply unequivocally—No. In confirmation of this, we lay before the Committee the following communication from Sir Astley Cooper in answer to some questions put to him by Mr. Green.

Sir,—In answer to your queries, I have to state that I paid originally to Mr. Cline 1000*l.* for a moiety of the Museum; that on the death of Mr. Henry Cline I was entitled, on the payment of 1000*l.* more, to be possessed of the whole; that this 1000*l.* was paid either immediately by you or through my hands to Mr. Cline, sen. (for which I have his receipt and letter,) which enabled me to put you in possession of the other moiety of the Museum. Thus it is clear that for this property I have never retained one shilling.

With respect to the second question I beg to refer you to Mr. B. Cooper, who informed me that he delivered the letter I wrote to you, in which I endeavoured to express my wish that, in the event of my resignation, my share of the Museum should become the property of Mr. B. Cooper and Mr. Key, and to which he informed me that you acceded, and considered proper.—I am, your obedient servant,
ASTLEY COOPER.

7th Nov. 1825.

To J. H. Green, Esq.

Into whose hands then did Mr. Green pay the money? We reply into the hands of Mr. Cline, senr.

In answer to a second communication from Mr. Green, Sir A. Cooper made the following reply.

Sir,—I thought that my answer of yesterday was sufficiently explicit; namely, that I had derived no pecuniary advantage from the Museum. To the best of my recollection, I desired you to pay over the 1000*l.* to Mr. Cline, that you might be put in possession of half the Museum; and this in friendship to you, because I conceived he would not take it from your hands; and you must remember my expressing surprise when you told me Mr. Cline did receive that money of you.

With respect to the second query, viz. "Whether you wrote a letter to me saying, that you would not resign the lectureship but upon condition that your share of the Museum became the property of your nephews," I beg to say, that the purport of my letter to you was, that I

would resign the lectures, if Mr. Key and Mr. Bransby Cooper had my share of the Museum. You having acceded through Mr. B. Cooper to my wishes, my resignation was forwarded; but if this object had not been obtained, I would not have resigned.

Were I to write 500 letters, this must be their purport.—Yours, &c.

ASTLEY COOPER.

To J. H. Green, Esq.

On what ground, then, does Mr. Green assert, that Sir Astley Cooper received from him 1000*l.*? To comply with the terms of the agreement, it was necessary that the money should be paid in the name of Sir Astley Cooper, and consequently Sir Astley Cooper on the one hand gave him a receipt for 1000*l.*, and, on the other, Mr. Cline gave Sir Astley a receipt for that identical sum. These receipts imply, that Mr. Green paid to Sir A. Cooper 1000*l.*, and that Sir A. Cooper paid the same sum to Mr. Cline. Now admitting that the money was paid according to the import of the receipts, Sir A. Cooper was only the medium of transferring the money from Mr. Green to Mr. Cline. The same kind feelings which have ever marked Sir A. Cooper's conduct towards Mr. Green influenced him on this occasion. He did not take the money from Mr. Green, but made him the vehicle of its conveyance to Mr. Cline, concluding, if the offer of the 1000*l.* were made, that the uncle would not receive the money from his nephew.

Quot. 3d.—He observes, that “according to an article of the agreement between Mr. Henry Cline and himself, Sir Astley Cooper could not form a private collection.”

It is Sir Astley Cooper's strict compliance with the terms of this agreement that furnishes Mr. Green with a pretext for depriving us of the fruits of his labours. The collection of preparations which he had made at his own house, in number and intrinsic value, exceeded the whole of the original collection, for the half of which he had paid Mr. Cline 1000*l.* These he incorporated with the original Museum, without receiving any equivalent, and without any offer from his partner to share the expence which so large a collection had cost him. Mr. Henry Cline certainly did make a comparatively few additions to the Museum; but, Mr. Green should have stated, not at his own expence, but at the joint charge of Sir A. Cooper.

It is true that “Sir A. Cooper's preparations had been incorporated with the original collection when he became a

partner.” This circumstance is the best proof of Sir A. Cooper's liberal conduct towards Mr. Green. At the death of Mr. Henry Cline, Sir Astley Cooper became possessor of the whole Museum, and, had he been so disposed, might have entirely excluded Mr. Cline's family or connexions from any participation in the benefits of the Museum; or had Sir A. Cooper entertained any but scientific views in adding to the collection, he might have required from Mr. Green pecuniary compensation for the increased value of the Museum, in consequence of the additions he had made. But we repeat that he has never required nor received from any part of Mr. Cline's family one shilling.

Quot. 4th.—Mr. Green here laments “the deterioration of the preparations;” as if Mr. Cline and his son, who lectured in succession for a period of 45 years, had not also diminished their value. We are, however, not unwilling to sympathize with Mr. Green on the deterioration the preparations have sustained by the use Sir A. Cooper has made of them, consoling him at the same time by the assurance, that we are ready to receive as our moiety those preparations which were made by Sir A. Cooper, and have been by him deteriorated, leaving Mr. Green in quiet enjoyment of that part of the original collection which retains its original value.

Quot. 5th.—We admit Mr. Green is here correct, the use of Sir A. Cooper's preparations not being confined to his surgical lectures, but being indiscriminately used by the lecturers on anatomy.

Quot. 6th.—It appears that Mr. Green rests his claim to the surgical lectures of Sir A. Cooper on his own merits, and his gratuitous labours for the school. As if he alone, of all the demonstrators, had been unrequited for his services; but we beg to assure the Committee that neither Mr. Key nor Mr. B. Cooper ever received any remuneration for demonstrating or lecturing at St. Thomas's Hospital prior to receiving an appointment from the Committee; the prominent character which it produced, and the opportunity which it afforded of acquiring and communicating information, being deemed sufficient remuneration. Mr. Green has likewise omitted to mention the reason of his being called upon to give so large a share of the anatomical lectures, namely, Mr. Henry Cline's indisposition and consequent absence, during which period Sir A. Cooper allowed Mr. Green to give that part of the course allotted to Mr. Henry Cline; and if Mr. Green, as would appear from his statement, received no

remuneration for this service, the omission rests with Mr. Cline, and not with Sir A. Cooper.

Quot. 7th.—With perfect consistency Mr. Green disavows all sense of obligation to Sir Astley Cooper. His election by the Committee of St. Thomas's, he says, Sir A. Cooper could not oppose, because he was the nephew of Mr. Cline; and Sir A. Cooper's kind act of gratuitously associating him with himself in the anatomical lectures he gratefully attributes to the circumstance of there being no other person who could have been a candidate! Where was Mr. Key?

Quot. 8th.—"It is true, that with the history and explanation of many of the specimens he is at present unacquainted, but he cannot doubt that Sir A. Cooper's sense of justice will induce him to supply the omission."

This appeal to Sir A. Cooper's sense of justice forms a singular contrast to the total want of that feeling which has marked his own conduct. When a sense of honour and justice shall prompt Mr. Green to give up to Sir A. Cooper's representatives the moiety of the Museum, which he had promised, the explanation will no doubt be amply and satisfactorily given.

With regard to *Quot. 9th.*—Mr. Bransby Cooper, by the desire of Mr. Green, went down to Sir A. Cooper in the country, and said, "There will be a Committee at St. Thomas's in a few days, and Mr. Green says, now is your time to resign;" Sir A. C. replied, I have no objection to resign, but must first secure to yourself and Mr. Key my moiety of the Museum. Sir A. Cooper immediately wrote to Mr. Green a proposal to that effect, to which Mr. Green directly assented, saying, "It is very proper." Mr. B. Cooper, at the same time, received another letter from Sir Astley containing his resignation, which he was on no account to deliver unless Mr. Green agreed to Sir Astley Cooper's proposal relative to the Museum. Thus Sir Astley Cooper's resignation was conditional, and Mr. Green has yet to perform his promise of delivering to Sir A.'s nephews their moiety of the Museum.

Quot. 10th.—In allusion to that part of our Memorial, in which we state that Sir A. Cooper had sent to Mr. Green a letter respecting his share of the Museum, Mr. Green observes, "It will scarcely be believed that an assertion like this should be entirely without foundation, nevertheless it is most certain, that I never received any letter, or writing, from Sir A. Cooper, importing that he would not resign but upon condition that his share of the Museum should become the property of his nephews."

This direct denial of a letter from Sir A. Cooper requires that we should establish three points,—

1st, That such a letter was written by Sir A. Cooper. *In proof of this, we have laid before you Sir Astley's own positive testimony; in addition to which we add the following note:*

12, St. Thomas's-street,
Nov. 8th, 1825.

Dear Sir,
The letter to which you allude was not delivered to yourself in my presence, nor were any conditions relative to the Museum acceded to by you in my presence.

That I have ever asserted the contrary is perfectly untrue.

A letter from Sir A. Cooper, relative to the Museum, I did see, and was told, by Mr. B. Cooper, that you had acceded to its conditions.

I am, dear sir, your's truly,
JOHN MORGAN.

J. H. Green, Esq.

2dly, That the letter was delivered into Mr. Green's hands; and,

3dly, That its contents were acceded to by Mr. Green, Mr. Bransby Cooper begs, as a man of honour, and as a gentleman, to give the Committee his most unequivocal assurance.

Quot. 11th.—"These observations," Mr. Green continues, "if introduced for any purpose, must be intended to imply, that Mr. B. Cooper has had some reason to doubt my friendship." If Mr. Green intends by this, and the subsequent remarks, to assert that he took every step which he honourably could to insure Mr. B. Cooper's election to Sir A. Cooper's vacated chair, your Memorialists beg to say that they have the strongest reason for doubting that assertion; for had Mr. Green been inclined to forward Mr. B. Cooper's appointment, and explained to the Committee the nature of his engagements with Sir A. Cooper, the Committee would never have required him to accede to an arrangement incompatible with his honour; or if the Committee, seeing his difficulty, still continued to press their appointment, he would, had he acted in accordance with his professions and engagements, have refused to lecture with a person so appointed; and had he not been desirous of unfairly availing himself of a fortuitous occurrence, he would instantly have placed himself on an equal footing with Sir Astley's Cooper's nephews, by complying with the following clause in the original agreement, a document which he professes to recognise: "*If either or both the contracting parties*

be deprived of the opportunity of lecturing at St. Thomas's, the museum shall be moved to some convenient place, where the lectures can be given conjointly." But Mr. Green acts in accordance neither with law nor honour.

"The Treasurer of Guy's made a statement to some of my own pupils, which was publicly repeated in the theatre of St. Thomas's Hospital, that the Committee had been informed, that Mr. Cline and Mr. Green recommended Mr. South as the more eligible candidate." The true explanation of this circumstance is as follows. When the anatomical pupils found that an appointment was made inimical, as they conceived, to their interest and instruction, they proceeded to draw up a petition to the Treasurers of both Hospitals, representing, in forcible but respectful terms, the inefficient state of the school. The Treasurer of Guy's assured them, that he would pay proper attention to their remonstrance. But when he heard it stated in full committee that "Mr. Cline considered Mr. South the most eligible, and Mr. Green confirmed that statement," it did not on this ground become him in opposition to such strong recommendations, to take any further part. It is presumed it was on the strength of this statement, and concluding it to be in accordance with Mr. Green's wishes, that the Committee immediately confirmed the appointment of Mr. South. The truth of the assertion that such a statement was made to the Committee the following letter to the Committee of St. Thomas's by the Treasurer of Guy's will fully prove.

To the Committee of St. Thomas's Hospital.

Gentlemen,—In an address purporting to refute misrepresentations, (and which is recorded in your minutes,) my conduct, and that of the Committee of Guy's Hospital, is commented upon. I must, therefore, beg to explain, that in answer to a deputation of Gentlemen from the anatomical class of the united surgical school of the two Hospitals, I did state that I considered that they had reason to complain of the appointment of a new lecturer in the middle of a course of lectures, contrary to their wishes; that as to the inefficient state of the school, it was not for me to give an opinion, for the Committee of St. Thomas's Hospital had been informed, that "Mr. Cline considered Mr. South the more eligible, and Mr. Green confirmed the statement." These words were taken down by me at the moment, and read to the Treasurer in

the presence of the Committee, and he assented to their accuracy. I have only to add, that when the Committee of St. Thomas's Hospital had refused to re-consider the appointment of anatomical lecturer, which was strongly urged by a Committee of Guy's Hospital held the 23d February, the proceedings of which Committee were laid before you, and as the Committee of St. Thomas's Hospital would no longer consent to any interference in the arrangements for the united surgical school of the two Hospitals, it was then, and not till then, that Guy's Hospital determined to build an anatomical theatre.

(Signed) B. HARRISON.
Oct. 4th, 1825.

It is true, that after Mr. South had been appointed, in consequence of Mr. Cline's and Mr. Green's recommendation, Mr. Green finding his character likely to suffer from so open (and unintentionally exposed) an espousal of Mr. South's cause and interests, made application to the Treasurer of St. Thomas's, who, no doubt, from kind consideration, allowed him to state to the class, that no such recommendation had been made by him; the end being obtained, the means he disavowed. Whether Mr. Green's part in this transaction be sufficiently explained, we leave others to judge.

Quot. 12th.—Mr. Green states, that "The legal claim to the Museum is under investigation by an eminent solicitor appointed by Guy's Hospital, whose assiduity and knowledge will fully demonstrate the legal title if it exists." The truth is, that Mr. Freshfield, who is the officer employed by Guy's Hospital on all occasions, when instructions from the Committee are to be carried into effect, had corresponded with Mr. Green on the subject of the Museum, and had endeavoured to obtain copies of, or to inspect the papers, by virtue of which Mr. Green founds his claim to the whole Museum, which papers and inspection have been refused, as likewise was a proposal to refer the question to arbitration; indeed Mr. Green holds out a threat in his Reply, that "this point must be ultimately decided elsewhere, and before other tribunals."

Over the Treasurer and Committee Mr. Green says he has no control; this we admit. It appears then that the Committee, in regulating for the first time the succession of lecturers, have furnished him with a pretext for not fulfilling his engagement. We beg to observe, that the agreements between Sir A. Cooper and Mr. Green, in regard to the Museum

(if any exist,) are equally affected by the new regulation. Whatever engagement Sir A. Cooper originally entered into with regard to the Museum, was with the understanding that the succession to the anatomical chair was to be regulated as it always had been, by the recommendation of the existing lecturer. It cannot be supposed that Sir A. Cooper would have bound himself by the restrictive conditions of the original agreement with Mr. Cline, or that he would have toiled and incurred a heavy expence in adding to the collection, had he been aware that, by a sudden and unprecedented enactment of the Committee, he and his family were to be deprived of a'l benefit from that collection. Is Sir Astley Cooper alone to be bound down by an agreement, while Mr. Green takes advantage of this act of the Committee to free himself from all engagement? We contend that the act of legislation, by which Mr. Green evades his honourable engagement, also releases Sir A. Cooper from his engagement; for an honourable mind would make no distinction between the two.

Mr. Green does indeed acknowledge that in the event of Sir A. Cooper retiring, the Museum had been previously a subject of arrangement, to which he had assented, viz. that his nephews should be introduced to the lectures, and should possess the moiety of the Museum; but adds that it was on the supposition that the appointment of lecturer and the possession of the Museum should be inseparably conjoined. Now it is a fact, that Sir A. Cooper was for more than 19 years possessed of a moiety of the Museum before he was appointed by the Committee; private arrangements between the parties were therefore entered into and held sacred, for if *either or both the contracting parties were deprived of the opportunity of lecturing at St. Thomas's*, it was especially provided by an article of the agreement between Mr. Cline and Sir A. Cooper, that *the Museum should be moved to some convenient place, where the lectures could be given conjointly.*

2dly. "The Nephews have a claim by virtue of an alleged contract with me." We do not entirely rest our pretensions to the moiety of the Museum on any *contract* with Mr. Green, nor on any legal document, but on still higher grounds—the pledged faith of a gentleman. Had not Sir A. Cooper evinced the most unqualified reliance on his word, or had he suspected that Mr. Green's honour lay in a bond, Mr. Green would never have had even a pretext for urging his claim to the whole property.

3dly. "That instead of conciliatory measures, the most offensive mode of enforcing the supposed rights has been resorted to." It was not until after Mr. Key had written three notes to Mr. Green, on the subject of the Museum, that the Memorial was forwarded to the Committee. Had Mr. Green given such answers as to preclude the necessity of the Committee's interference, the offensive mode alluded to would never have been adopted.

The last remarks we have to trouble the Committee with, are on the offensive allusions contained in the concluding paragraph of Mr. Green's letter: "I trust, gentlemen, I have now amply shown, that the memorial of Mr. Chas. Aston Key and Mr. Bransby Cooper, is unworthy of any other notice, than that which a series of groundless allegations, made and circulated to the injury of another, is sure to receive from every honourable mind."

That our allegations are founded on truth, we hope we have shown to the entire satisfaction of the Committee; and the serious but indirect charge, that our motive in writing our Memorial was other than the avowed one, we most solemnly deny. Mr. Green's character it is neither our wish, nor indeed is it in our power to injure; let his conduct be open and his statements free from prevarication, and no assertions that we can make will be able to throw doubt on the one or suspicion on the other.

What we complain of in this paragraph is, that Mr. Green has made charges by implication, which, had they been stated in a more direct manner, would have incurred a responsibility he has evidently laboured to avoid. Were we inclined to make a similar retort, we should tax him only with prevarication; with falsehood we would not charge him; the latter implies at least a degree of courage; the former is the subterfuge of a mind capable of framing a falsehood but without the manliness to avow it.

We have the honour to be,
Gentlemen,
Your most obedient servants,
C. ASTON KEY,
BRANSBY BLAKE COOPER.

Nov. 16, 1825.