



Rev. Wm H. Bidder,<sup>90</sup>  
Bristol,  
Conn.



RECEIVED  
6-22-03  
AIR

1135-Park Avenue  
New York, May 18<sup>th</sup> 1896.

Dear Will:

Your letter found me at the busiest moment of the year when I was marking papers for re-accumulation, and with several private pupils, who occupied every spare hour.

There are two questions which appear to come to the surface from the account which you have written. (1) Is the man, or the college, or both, indebted to you (2) What is the measure of damages suffered. From what you say of your interview with the President it would seem that the college authorities did every thing in their power to carry out the agreement. From any thing in

Your letter I can not see that they are in any way responsible for your failure to commence work at the time agreed upon. They seem to have stood ready to complete their part of the contract - i.e. to pay for whatever work you did. Of course the papers, and the conversation with the President might show a different state of affairs to have existed; but it does not appear from any thing that you have said.

It seems then that your only recourse is against your employer.

How much does he owe you?

If you had expressed yourself as willing to do the work, and had insisted upon the work to do, and had then made demand for the salary and expenses agreed upon, you could unquestionably have collected it from whatever person had employed you.

You took, however, a different and a wiser course. I do not think that the fact that you will receive a larger salary; if it is so, ~~will~~ after you have begun to work, will militate against your claim for compensation while you were idle; and, if your salary is smaller than agreed upon with the College, you could probably add the difference between what you would <sup>have</sup> received and what you do receive.

If, however, your salary is large enough to cover what you have lost by idleness <sup>expenses</sup> the other side would naturally claim that you had suffered no damage at all.

I do not think they would be successful in this, and certainly ~~may~~ not as to the money actually expended by you at your employer's request.

Is it your own <sup>former</sup> salary, or the one offered, that ~~was~~ is to be the measure of the loss during your idleness? I think, on the whole, the former. In any case the

difference would be trifling.  
In addition to the claim for expense,  
I should also make a claim for  
services rendered, and time spent  
in the service of your employer; for  
which you are certainly entitled to com-  
pensation, making this last at \$50,  
which is not an extravagant demand,  
if would bring your whole claim to  
\$250. I see no reason why you should  
not recover some such sum as  
this if you went to law.

It will be better to claim more than  
you expect to get - considerably more:  
but you certainly ought to get \$100, or  
\$200,

If I can do any thing to assist  
you, writing a letter or anything  
of that kind, I shall be very  
glad to.

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This answers all of your  
letter. I should not advise  
you to go to law, but I should  
advise you to demand damages  
very vigorously.

I hope your aultie is well  
by this time and that you  
are able to go to the Gen. Assembly.  
Give my love to Ellen and the  
children whom I scarcely know.  
Be sure to stop when you come  
here

Yours as ever

M. M. May Jr.

To  
Rev. Mr. H. Belden,  
Andover, New Jersey