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BISHOP WHITEHOUSE

AND THE

DIOCESE OF ILLINOIS.

BY

SAM' L.H. KERFOOT,
OF CHICAGO.

CHICAGO :

THOMPSON & DAY, BOOK, JOB AND ORNAMENTAL PRINTERS, 86 DEARBORN ST.

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PREFACE.

The following Pamphlet was written shortly after the late Diocesan Convention of the Episcopal Church in Illinois, and before the arrival of the Bishop and his family in Chicago.

The Bishop has rented a house here, and is now with his family occupying the same.

In addition to the Bishop's own furniture which he has there, he uses, under a chattel mortgage given by the owner and former occupant of the dwelling, a part, if not a large part of the furniture of that former occupant and owner.

I hope sincerely, though a bold hope, that the future now will do more for the Church in Illinois than the past has; *how*, I do not know, nor can I imagine.

The Bishop has been here upwards of a month, and yet no demonstration has been made on his part of a desire for reconciliation with his Clergy here, and that there has been an estrangement, no one, of course, pretends to deny. Some of the Clergy and their wives have called on him, but I believe, none have gained admittance, the family of the Bishop being out or engaged at the time of the visit.

And now one word in justice to myself. The task of writing this document, which, though self-imposed, was imperative, and has been anything but a pleasant one to me.

I am a good Churchman; I reverence the office of Bishop; I hold that the Church is the true repository of "the faith once delivered to the Saints," and that her Bishops are the only due and legitimate channel for the transmission of authority. The man cannot affect the validity of the *official* acts of the functionary.

His laying on of hands, when duly done, is good, let his own private faults be what they may.

His *un-official* acts, however, his secular operations, even when springing out of his Holy calling, must be in keeping with Christian standards, in order to receive our sanction.

And I cannot approve of wrong plans or devices, even when conceived by a brain covered by a mitre.



BISHOP WHITEHOUSE

AND THE

DIOCESE OF ILLINOIS.

I AM hazarding nothing in saying that all who know anything regarding the history of Ecclesiastical affairs in the Diocese of Illinois for the past nine years will agree with me, that the present position or situation of the Bishop of the Diocese is far from being either a pleasant or an enviable one.

Let the fault, let the sin, lie at whose door it may—still, that in some place or other, from some cause or other there exists a great wrong here, none can deny. My present purpose is, if possible, to trace home that fault, according to my mind, to charge that wrong where according to my mind it belongs. To this end I will give facts and figures, and with such comments on the same as may be necessary to elucidate those facts, and to link together the documents and their history showing them to be facts, to send them forth to the world to speak for themselves.

And giving my conviction at once, I will afterwards show the ground of that conviction. My readers will thus see for themselves, and will of themselves be able to judge of the correctness or falseness of my conclusion. I make, then, the general charge, that to Bishop Whitehouse in the main belongs

the fault of the present condition of affairs in the Diocese of Illinois. The main prime cause or source of the constant and unceasing difficulties, of one kind after another, one scarcely being settled before a new one would spring up, being *the nature of the man*. To his intimates I make no new announcement here. All who know him, and will be frank enough to bear testimony on the subject, will agree with me and endorse my position.

The development of this peculiar nature or disposition was not reserved for the time at which he assumed the mitre. His New York friends knew it before we called him. It has made him liable to objections on the part of those who have been connected with him at all times, and I will publish documents, if necessary, to prove this. The peculiar turn of his mind—the tendency to close framing of bargains and contracts—the mind at all times leaning towards the accumulation of money—the peculiar interpretation of language when embodied in secular or pecuniary bargains, an acuteness in framing agreements as touching the subsequent circumstances under which those agreements would be used, unfulfilled or carried out, mark the man. A singular degree of shrewdness in this line, so unusual in a clergyman, and I may say so dangerous to the singleness or purity of the sphere of thought and mind of one given to holy things, has so characterized the outward life of Bishop Whitehouse, that we must of necessity infer that the inner life has been of this kind to an extent uncommon in Ecclesiastics.

Even for argument's sake, admitting that the sole cause is not by any means in Bishop Whitehouse—that there have been wrongs done by those in his Diocese, who should not have been guilty of them; still, is it not strange that a Bishop should not have to-day, should not have had in all the changes of clergy during the past nine years in the metropolitan city of his Diocese, *one* clergyman to stand up in his defence against

the general charge of a strong tendency to wrong doing—to shrewd management—to financial scheming, to skill in baffling, to concentrating in himself power and control, to exercising judgment in every thing, save in that one glorious line, which seems to engage the heart and soul of every other Bishop of the Church, namely, the winning of souls to Christ, by planting and nurturing churches in his Diocese, by devising schemes for schools, by having Church-homes, by enlisting the hearts of the generous in Orphan Asylums, and doing good in the various methods to which Christ's Church is so admirably adapted. But no, there is no such champion or defender, and there has not been at any time, and if ever any one undertook the task, he soon found it one his ability and his conscience would not allow him to perform.

Not one Church scheme is on foot to-day in the whole Diocese; not one has been attempted, save that of the Cathedral. And that was no sooner conceived, that the *tendency* of which I have spoken began to show itself. Hearts, warm with the desire to aid their Bishop grew cold and chilled with the plain and palpable evidence of a *nature* which the world in its dealings shuns, and which, when shown in a Bishop, turned back to their sources, soured and disappointed the warm out-gushings of generous souls. And, I speak what I know, when I say that the result of that dampening is that men who then stood ready to give to the Church—men who were then (eight years since) young in years, being now comparatively old, and not having in the meantime had the schooling they would have had in the *art* of giving, being now, as then, not professed followers of Christ, attribute to *religion* the wrong they conceive to have been done by the Bishop.

The initiatory scheme or plan entered into by the Bishop was one, as the world knows, to furnish for himself what he knew the Diocese could not pay him, a *salary*. That failed because Trinity Parish could not in some way meet his require-

ments. The next was a Real Estate operation, to which the hearts of Churchmen responded with a promptness and liberality, *at that time*, more creditable to their generosity than to their pecuniary prudence or closeness. This not only failed, by reason of the early development of the turn which the Bishop was giving to the matter, but became an "issue of blood," and having stood for nearly "ten years," we have almost "wasted our living" in trying to cure it.

It has become, during eight years agitation, very complicated. One Bishop has had charge of one side of the question all the time, while various Conventions, various standing committees, various committees of conference, various self-constituted letter-writers, have made as many various reports, as many various proposals and as many various concessions, all with and without formal authority, simply for the purpose of healing the breach. During all of which time the Bishop, while he has not taken even *one short step* towards doing what he, the Church at large, and the Diocese of Illinois all knew he should have done has been treasuring up these reports and proposals and concessions, and is now using them as they were not at all designed to be used, and as it is not fair to use them for a cloak and defence to his prolonged absence and his other steps to which so many of his clerical and lay friends take exceptions.

Now, I know these are hard sayings. I know what the kind-hearted ones will say. My mind's ear hears the loyal and loving sons and daughters of revered Bishops of other Dioceses exclaim: "Oh, that is too severe; that is unfilial; how can he, a good Churchman, speak thus of his Bishop?" Ah, my friends, you look through a glass darkly. I see the facts face to face. You are, as I, with other Churchmen and Churchwomen of this Diocese, were once, under a Bishop whose coming is known and welcomed by your whole

Parish ; who comes and goes as one of your own ; who, when he comes and goes does not travel far, especially does not go to his home in another Diocese ; who does not think that a final promise to take up his social home in your midst all that is necessary to *wipe out*, what his people think, a continued wrongdoing of nine years standing ; who could not have done any such thing even if a technical defence could have been made to his conduct ; who would not have made necessary the enactment of a Canon never dreamed of before by our Ecclesiastical law-givers ; and who would not, after the passage of such law have lived in defiance of it to the tightest tension of the courtesy, forbearance and shrinking of those with whom alone rest the steps to be taken in order to the remedying of this evil. These things have been done by our Bishop till our whole social-ecclesiastic system is so aggravated and diseased on the subject that any irritation is likely to develop boils and blotches which must mar its fair beauty.

Those nine years have gone. And while our Church-loving hearts have had yearnings for some *work* in which to engage in our Diocese, and our longings have been going forth in the dark, stretching themselves out, feeling as it were for something to do, so that we might play "follow leader" in those things which as faithful sons and daughters of the Church we know to be our privilege to do, alas ! we find no plans laid for us by our head—no leader to follow.

And I argue that, *falsus in uno, falsus in omnibus*, holds good here. A Bishop, who for any cause (especially the alleged wrong-doings of his Diocese towards him, urged as I will show, *after* he had given other excuses,) will for nine years absent himself from the field of labor, to which he was called "according to the will of our Lord Jesus Christ," and will baffle demands, resist inducements, skillfully use reasoning against exhortations to duty, and maintain his grounds against all, trusting to the natural unwillingness of Churchmen to

thrust their grievances before the world by presenting him for trial, will do *other* wrongs differing only in kind, not in degree; at least not shrinking from those of equal enormity.

And now, what justified his non-residence? Nothing.

The lack of salary was not the reason. He expected none from the Diocese when he was elected. The Diocese was not paying her venerable Bishop Chase at the time, and, of course, could promise no salary, and did promise none to the *assistant* Bishop. Before he was consecrated, he arranged with Trinity Church, Chicago, for his salary—as *Rector*. Twenty-five hundred dollars a year (a good salary at that time,) were to be paid him, and before he was consecrated he was elected to and accepted the Rectorship of that Parish. His salary, then, was to supply what he knew the Diocese could not furnish. His scheme there failed. His Cathedral plan was begun—that failed. But these plans failed because that Chicago men, prompt, active and generous, soon saw that some second thought was at work in the Bishop's mind, and that these means were to be used for *his* benefit, and not as they designed it for the benefit of the Church at large. They repudiated the plans entered into because delay and lack of good faith on the part of the Bishop warned them.

Lack of a dwelling-house was not the cause—at least failure on the part of the Diocese to furnish one was not the reason of the beginning of his non-residence or the *assigned* ground of the delay in coming here. The Diocese would have been surprised at any such reason, had it been assigned, as in the first place it had not the means to build one, and in the next place it had never promised one, nor had the Bishop *originally* asked one. Bishop Whitehouse himself bears early testimony to the truth of this, as in December, of 1852, he agrees to build *for himself* a residence. The only part the Diocese was to take in it was to lend him the ground, which, under a plan *begun by him after he became Bishop*, it would become the

owner of. The Diocese agreeing that in order that he might not jeopardize the money he invested in his own residence on *its* land, he could *temporarily and in trust* take the title in his own private and individual name, with an agreement verbally made, and the written minutes of which to be afterwards amplified, were drawn up by E. C. Larned, Esq., that when the Diocese would refund to him the cost of the dwelling he would convey the property *in toto* to the Right Reverend Henry J. Whitehouse, Bishop of Illinois, and his successors in office.

The whole transaction there shows that Bishop Whitehouse at first contemplated neither salary or dwelling as conditions precedent, or as duties incumbent on the Diocese prior to his coming into it to live. Hence all the arguments are, in my mind, of no avail towards the justification of the *beginning* of the Bishop's non-residence. Of course, these as reasons for his continued non-residence are worse than sand foundations. The original being baseless, the secondary have *nothing* to rest on. The truth of the matter is, the Bishop *began* to non-reside, and having begun it, and the necessarily consequent evils having grown out of it, he continued to non-reside and the evils increased. Time has widened the breach—has increased the evils and made concession on the part of the Bishop more difficult.

It rests with the Bishop now at this late day to remove the exciting cause of this one great wrong. This he promises now to do. But it rests with an overruling Providence to undo the harm already done by that exciting cause—that prolonged non-residence. Of the many advantages lost to the Diocese of Illinois by the non-residence of the Bishop no due estimate can be formed. When we know that in the last decade the population of Illinois has gone from nine hundred thousand to twice that number, and that during that time railroads and improvements of various kinds have developed the

State at a rate and to a degree unprecedented, that towns have sprung into existence, and now numbers hundreds and thousands of people, where *not one house stood* in 1850; and that in every one of these towns the Church could have owned free of cost, the gift of the proprietors, a site for a Church building and parsonage had the same degree of devotion and keenness been used by our Bishop in relation to these matters, that he exercised towards others, and of a private nature, we may imagine, with a partial degree of justice, where the Church *would* now stand, compared with what she does show to-day in the way of growth.

Had he been here in our midst, resident among us, learning our ways and seeing our movements; had the *rule* been that he was in Illinois, and the *exception* that he was in New York; had his name appeared in the *Chicago Record*, and his residence in Chicago been given with the names and residences of the clergy living *here*, and had there been no occasion for the *New York Churchman* in giving the list of names of the clergy *residing* in New York City to place that of our Bishop on it for *nine* years, *over one-fourth of the average of human life*, then all of these things would not have occurred; results would have attended the ministrations and plannings of a faithful and zealous Bishop, which the Diocese of Illinois now can *never* see. No matter who is Bishop, or howsoever faithfully he may work, the day has gone by for those results. The day is in store, however, for great ones yet; and Christ's promise to his Church is too reliable to admit of our despairing. We have a great field socially, politically and ecclesiastically in the Diocese of Illinois.

Nor must it be said—But why rub this sore any longer? The Bishop is now coming, and why not let the matter drop here and let us have *peace*? This, to a certain extent, is true reasoning, and is good Christian advice. But must the wrong be done us, and we be “thrust out privily?” Who was a

Roman citizen and demanded his proper and just discharge? We, too, are Roman citizens, and like our example in this particular, we demand a proper release. The escutcheon of the Diocese does not stand untarnished before the world, her Bishop having laid serious short-comings to her charge, and I, for one, will not rest till I have shown to the Church at large that the Diocese of Illinois has *never* been unfilial to her Bishop, or lacking in loyalty to him so long as, and wherever he deserved it. He has had it to the fullest measure of his claim. Moreover a sore healed *over* is not gone; a hollow peace is not permanent; a temporary bridge is not reliable. The promise, or even the *fulfilment* of that promise, to come and reside is not like charity. It cannot cover a multitude of sins. Experience, the lamp that guides our feet, must not be ignored by us, and we must profit by the past. From this great wrong we must be prepared for the correctness of the view of many of the best Clergy and Laity of the Diocese relative to the other great wrong which we think the Bishop has done regarding the six thousand dollars.

We will, therefore, now look into that matter, and the incidents connected with its history, the documents and letters relating to the transaction from its conception to its birth, and up to its strangulation and inglorious issue. After that we will turn our attention to the fact of the Bishop appending to the journal of the late Convention documents, not part of nor relating to the business of the same, among which we find one, the publication of which—even were the charges in it true—is a most unchristian and unbishop-like act—heralding to the world the remissness of a part of his sons—but which being *untrue*, makes the publication libelous and *wholly unparadonable*.

We may have occasion to touch upon the “corporator sole” enactment, and show how the Diocese of Illinois should not have her Bishop hold titles to and deal in real estate, when the Illinois State Legislature clearly did not intend he should

do so, and as that Legislature did not design making him an *Incorporated Land Company*.

And, as this pamphlet is the work of an individual and not of a body of men, I beg that the facts and the truth of what I say may be properly regarded, well weighed, and not disparaged at all by what may seem like harshness to those who dislike "plain English," and who prefer that mild style of language which sometimes fails to convey fully all that is intended to be said. If what I say is *true*, and the arguments I may use are well-founded, if the documents I publish and the inferences we draw from them are *conclusive*, let justice prevail, no matter that its enunciation may be made in a manner perhaps too plain for the tender and loving hearts which are accustomed to constant association with their *paternal* ecclesiastic rulers, and who cannot appreciate the searing effect of the incessant and ever-changing ground of complaint which the Churchmen of the Diocese of Illinois, Clergy and Laity, High Church and Low Church, Pastoral Aid and anti-Pastoral Aid, Cathedral and anti-Cathedral, Residence and non-Residence, Communicants and non-Communicants, all think they have against Bishop Whitehouse. If the Bishop is right and these men are wrong, it shows a most anomalous condition of things—one man right and a whole community wrong.

And if all that is said be construed into a *desire* to wage war against our Bishop, it of course is admissible to ask: Why do all shades of Churchmanship unite in thinking him wrong? Why do Clergy and Laity join hands in attempting to undo wrongs which they consider done? Why do communicants link with non-communicants? Why do those in the Church agree with those out of the Church, and why are professing Christians compelled to agree with non-professing Christians, but high-toned business men, that the transactions of the Bishop are not defensible according to business standards?

THE CATHEDRAL LOT, THE RESIDENCE LOT AND THE SIX THOUSAND DOLLAR MATTER.

That Bishop Whitehouse had authority to convey to Mr. Beers the *Cathedral lot* no one questions. He held it as Trustee of the Diocese, no conditions being expressly appended to the trust. The Diocese by her Convention, after his hesitation to convey without her consent, had given him such permission to re-convey as would cover any question regarding his authority to do so. Such authority was not used at the time it was given, but the Bishop quotes it plausibly as a sanction to his subsequent action in the final conveyance to Mr. Beers. The essence of wrong in the matter consisted not in his re-conveyance of the lot, but in his taking from Mr. Beers *money* for that, to which no one but Mr. Beers had any equitable title or claim. The Diocese had none, for the gentlemen who proposed to present to it a lot for a Cathedral Church refused to pay for it, and hence the deed which Mr. Beers had made on the good faith of the subscriptions and of the *Bishop's assurance* that no abuse should be allowed of the confidence reposed in him by Mr. Beers, was obtained without consideration, and should have been cancelled at once. The individuals who subscribed had no claim to the property, for they failed utterly to comply with their part of the contract in paying for it. The Bishop had no claim to it, either privately or officially, as it was never intended (as the subscription paper, now for the *first time* given to the public, will show,) that he should have any *individual* interest in it, and of course his *official* interest was limited by that of the Diocese. The latter having none, both by reason of the failure of the consideration, and by reason of the Bishop's failure, *as Bishop*, to erect on the lot the Cathedral Church according to the verbal agreement, as certified to by all the original contributors, not *within* ten years, but at *once*. Hence, it is claimed that Mr. Beers should have received the Cathedral lot back, of course paying nothing for the re-conveyance, all considerations having failed him.

With regard to the *residence* lot, its plain history will show that *privately* the Bishop had no claim to it at all, and that *officially* not even the semblance of a claim, which he had acquired to the Cathedral lot by reason of the deed which Mr. Beers had confidently made to him, attached to it. *He never did hold any paper at all relative to the residence lot, much less one that gave him any shadow of title to it either officially or privately.* Hence there was no need of, and Mr. Beers neither asked or desired any re-conveyance or release of it from Bishop or Henry J. Whitehouse.

Now, of the truth of these statements all may judge from the following history, documents and comments.

I can best open the history of the matter by giving a copy of the *original* subscription paper. The italics and capitals are of course my own.

And right here I wish to state that this paper is the key to the whole history of the matter. It shews the plan, the intention of the contributors, the amount to be paid, who were to pay it, and what they designed paying it for.

And at the portal of this history, I wish the fact to be made known, that when the deed was made to Mr. Beers, and a separate paper with regard to the residence lot was drawn up—merely for convenience sake; not supplanting or annulling, but only springing out of this original paper—this original paper, this *key* disappeared and never could be found. It, the basis of the whole transaction; it, the interpreter of the intention of the donors; it, the patent from which might be gained the information on which Committees and Conventions could reliably make reports and trace titles, and tell whose “were the avails of sales or compromises,” never could be found, and these reports, these declarations of titles, these defending documents, which the Bishop has been treasuring up so carefully, were all made as the Report of the Convention of 1855, was made

(“ after the reading and *withdrawal* of the prepared report,”)
“ *on conference with the Bishop.*”

And I wish to state right here, that, had these standing committees, these conventions had this paper and others which I will now publish, they would never have been led to make the statements they did. Had they seen the original subscription list, they would have known that the *whole* twelve thousand dollars were designed for the benefit of the Diocese—no *part* for Bishop Whitehouse individually or privately.

Had they seen the supplemental subscription paper they would have known that the Bishop was not to receive a *gift*, and the report of 1855 could not have said, as it does, that “ the residence lot was intended to be purchased and *presented* to Bishop Whitehouse.” Had they seen his letter to Mr. Beers, of January 17, 1854, they would have known that Bishop Whitehouse did not then think he had a “ contract for a deed ” of the residence lot, and the Standing Committee of 1856, would not have advised him to “ proceed if necessary to enforce performance of the contract on the part of Mr. Beers.”

In fine, had these papers not been *secreted*, and had not these reports been made only after “ conference with the Bishop,” there would not now be any necessity to explain documents which have gone to the world from too great trust in the Bishop’s history of matters, and from too great a desire to heal breaches. And I wish to be distinctly understood: These reports and recommendations, and interpretations, and decisions, were made on *statements* of the Bishop—after “ conference ” with him—without the documents we now have, and without any information derived from the original subscribers, and hence must not be taken at all in the face of these documents, or against the truth, as shewn by them. We must now, without the aid of standing committees, or the explanations given us in “ conference ” with the Bishop, judge for ourselves from these papers.

THE ORIGINAL SUBSCRIPTION PAPER.

“The undersigned respectively agree to give the sums set opposite to their respective names, for the purpose of purchasing lots No. 2 and 3 in block 8, fractional section 15, at the sum of twelve thousand dollars; lot two for the purpose of erecting thereon a Cathedral Church, and lot three for a *residence for the Bishop of the Diocese of Illinois*. The amount to be paid, one, two and three years after the purchase, with 6 per cent. interest.

“It is understood that above donations are made upon the condition that the subscribers hereto shall not be called upon for any future subscriptions, and under the expectation that the Bishop will be enabled to raise from abroad the funds required for the erection of the Church edifice.”

CHICAGO, Dec. 1, 1852.

C. Beers,.....	\$2,000
J. F. Ryerson,.....	1,000
Wm. Blair,.....	1,000
Jas. Morgan,.....	1,000
E. C. Larned,.....	500
D. Rutler,.....	500
J. M. Wilson,.....	500
R. F. Hadduck,.....	500
D. J. Ely,.....	500
L. P. Hilliard,.....	500
W. H. Adams,.....	250
J. A. Basset,.....	250
E. L. Sherman,.....	250
D. O. Bradley,.....	250
A. Gibbs,.....	150
G. W. Lay,.....	100
G. Hodges,.....	100
Thos. Hale,.....	100
Thomas Allen,.....	100
Together,.....	<u>\$9,550</u>

It needs no comment here to show that the subscribers intended the *whole* property for the benefit of the Diocese exclusively—“lot two (2) for the purpose of erecting thereon a Cathedral Church, and lot three (3), *for a residence for the Bishop of the Diocese of Illinois*.”

The closing sentence of this subscription paper, my readers

will perceive made it the duty of the Bishop to "raise from *abroad* the funds required for the erection of the Church Edifice," and hence he asked Mr. Beers to make him a deed of the Cathedral lot, so that he could lay the matter before his friends at the *East*, and raise the funds there. Mr. Beers here protested against making the deed, and closing up one part of the business, leaving the other part, the residence lot, unclosed. He also protested against any variance from the usual custom of taking mortgages on the property as security for the payment of the purchase money remaining unpaid. To both of these objections the Bishop urged as follows :

FIRST.—The whole transaction was one, and he would complete the \$12,000 by his subscribing the deficit, with the condition that he might substitute other names for the whole or for a *part* of his subscription. Any part, however, for which he did not furnish other names, was to stand as an "*encumbrance on the other lot.*" He thus, it will be perceived, not *giving* any thing toward the fund, but merely *borrowing* of Mr. Beers *on the property of the Diocese* the amount of the deficit.

SECOND.—The Bishop said that unless he had a clear deed he could not "raise the funds from abroad," and that the project would succeed or fail at once, and hence though (contrary to the direct wishes of Mr. Beers,) the deed gave *ten* years, the success of the project would not stand so long undecided, and if it failed he would, acting as it were as Mr. Beers' *trustee* in the matter, *deed the lot back*. This agreement was clear according to the testimony of Mr. Larned, who was the unbiased attorney of both the Bishop and Mr. Beers.

The consideration mentioned in the deed is \$4,000, this with Mr. Beers' subscription of \$2,000 (to which Bishop Whitehouse alludes in a letter of which I will give a copy in this pamphlet,) makes the sum of six thousand dollars, one half of the original purchase money intended to be raised by subscription.

Six thousand dollars of the nine thousand, five hundred and fifty dollars subscriptions to the *whole* fund were thus applied to the Cathedral lot—and the following paper being a list of the subscribers for the residue of the funds, to wit:—\$3,550—was made with a view to raising the other six thousand for the residence lot.

SUBSCRIPTION LIST NO. 2.

“In consideration of the sum of \$6,000 to be paid in 1, 2, and 3 years after date, with interest at 6 per cent., by the parties hereinafter named, who are to give me their judgment notes therefor, said notes to bear date the 1st day of Dec., 1852, and to be of the respective amounts set opposite their respective names, and payable as hereinafter mentioned; I agree to execute and deliver to Henry J. Whitehouse a deed of lot 3 in block 8, fractional section 15 addition to Chicago, upon condition that the said Whitehouse erect thereon a residence for himself, the said lot and house thereon erected, to be subject to an agreement for a conveyance from said Whitehouse to Henry J. Whitehouse, Bishop of Illinois, which is to be hereafter executed, and the minutes of which in substance have been drawn up, and are now in the possession of E. C. Larned, Esq. The sums herein referred to which are to be paid in 1, 2, and 3 years, as above stated, are as follows:

CHICAGO, Dec. 1, 1852.

E. C. Larned,.....	\$500
J. M. Wilson,.....	500
B. F. Haddock,.....	500
M. C. Stearnes,.....	500
W. H. Adams,.....	250
J. A. Bassett,.....	250
E. L. Sherman,.....	250
D. O. Bradley,.....	250
Dr. A. Gibbs,.....	150
G. W. Lay, Jr.,.....	100
G. Hodges,.....	100
Thomas Hale,.....	100
Thomas Allen,.....	100

3,550

H. J. Whitehouse, secured by bond and mortgage on property. .2,450

\$6,000

Provided that, instead of the last named security, the notes of other responsible parties may be substituted at any time before the execution of the deed. *The Deed to be given on the delivery to said Beers of the securities for the amount above provided for.*

In witness whereof I have hereunto, the 1st day of December, A. D., 1852. (Signed) CYRENIUS BEERS, [Seal.]

In witness whereof, E. C. LARNED.

It differs somewhat from the original paper, and contemplates the Bishop's taking the title to the residence lot in his own private name, *with, at the same time*, a qualifying contract back from him. He was to take the title in his own name, because the gentlemen who subscribed told him, that the Diocese *could not then build a house for her Bishop*, and he proposed to build one for himself on the property of the Diocese, now intended to be presented to *it* by these gentlemen.

The contract back was to provide for the conveyance of the residence lot by Henry J. Whitehouse to the Rt. Rev'd. Henry J. Whitehouse, Bishop of the Diocese of Illinois, and his successors in office, at any time within ten years, provided the Diocese would refund to him the cost of the dwelling and interest. This, as a matter of course, as the gentlemen who were to pay the \$6,000 did not design making to *Henry J. Whitehouse* a present of the lot. They designed giving to the *Diocese of Illinois* a lot for an *Episcopal Residence*, and to let Bishop Whitehouse have the use of the same, if he would, as it were, *lend* the Diocese the money with which to build the house; of course it will be perceived that the Bishop's subscription was in no danger of going to the Diocese, he losing it. He was to make a bond and secure it by mortgage on property, which, though really belonging to the Diocese, he was to hold in his own name till the Diocese should repay him the cost of the dwelling and interest, at which time he was to

convey the property to the Bishop of Illinois. But of course he would convey it, *subject* to the encumbrance, and the Diocese would have to pay the \$2,450, in order to have a clear title. And if the Diocese did not within ten years redeem the lot by repaying to Bishop Whitehouse the cost of the dwelling, he would become absolute owner of the lot, at a cost of \$2,450.

This supplemental subscription list was in truth only the result of an arbitrary separating or setting apart of certain names to the purchase of the Cathedral lot, that the Bishop might have his clear deed of it, and the placing the names of the residue as the beginning of the list of residence lot purchasers; the whole transaction, however, being an unit, and some of the subscribers at the time objecting to the dividing of the matter, but Mr. Larned assuming the authority to make the division, and doing it of his own motion.

This paper, signed by Mr. Beers, was placed in escrow, in the hands of Mr. Larned, till he should receive and hand to Mr. Beers the securities of the subscriptions, to wit:—The judgment notes of the subscribers, and the bond of Bishop Whitehouse, and his mortgage covering the said bond.

A year passed; the one year notes, *if given*, would have been due; but not only was there no money paid, but only a portion of the notes were given. Bishop Whitehouse's bond, and the security required by the contract was not given. Hence, sometime after the lapse of the year, the equitable limit of the escrow being reached, Mr. Larned, acting under the advice of Hon. John M. Wilson, returned to Mr. Beers the contract.

During the time the paper was, with *the minutes of the counter contract*, and other papers relating to the matter, in the hands of Mr. Larned in escrow, the Bishop asked permission to examine the papers relating to the business. Mr. Larned thinks he sent ALL of them to the Bishop. The contract being the most important paper was especially remembered by Mr.

Larned, and it not being returned, and failing to be returned at Mr. Larned's request, he wrote to the Bishop explicitly, demanding its return, trusting that it would *not* be necessary for him to institute proceedings to recover it. Mr. Larned, unfortunately, has no copy of this letter. The Bishop, doubtless, has the original, and if I am at fault, I will esteem it a favor if he will refer to the document and correct me. The paper came, and was returned to Mr. Beers.

This was the only way in which the Bishop ever "held a contract for the residence lot." Would the Standing Committee *now* advise the Bishop to ask a specific performance of that contract from Mr. Beers?

The minutes of the contract to be drawn back, I cannot furnish to the world, as I promised I would, as Mr. Larned thinks it, the original subscription list, and others went with the papers to the Bishop, and that he never got back any but the contract. Of this he is not sure; the Bishop, however, can inform us with regard to this. But it is of no great importance, as the fact that such a paper was to be made, and its purport, are both evidenced by the supplemental paper itself.

Now, on the Cathedral lot, Mr. Beers did, I believe, receive the notes for \$4,000. But before December of 1853, the time at which the first notes were to fall due, some of the makers informed Mr. Beers that they would not pay them, the Bishop not having raised any funds, with which to carry out his plan of a church, as he had agreed to do.

This was in December of 1853, or thereabouts. A meeting of the makers of the Cathedral notes was held, and Bishop Whitehouse had an interview with them. He told them that Chicago would have to raise \$30,000 toward the building of the Church. To this the gentlemen with much surprise objected, on the ground that the original subscription stipulated that the Bishop was to raise the funds from abroad. The Bishop

differed with them on this point, and told them that such was not the case. But the paper could no where be found.

The deed of the Cathedral lot had been given, and the supplemental subscription paper, relating to the residence lot, was in the hands of Mr. Larned, so that the original paper was overlooked. It could at that time be found no where, and it never was found till the 21st day of June, A. D., 1860, when Mr. Beers espied it *among the papers of the Bishop*, lying on the table, when they were all in the Attorney's office, finally adjusting the matter of re-conveyance. Mr Beers did not think himself entitled to the paper itself, but he did take a copy of it, and I now have given it to the world. Mr. Larned thinks the Bishop got it with the other papers *years since*.

If the copy which I have given hereinbefore is not a correct one, I will be obliged to Bishop Whitehouse, if he will produce the original and show wherein the copy I have is wrong.

The gentlemen, however, I am informed, declined raising the \$30,000, and the Bishop went home to New York. Some of the notes on the residence lot, including "*the bond of H. J. Whitehouse for \$2,450,*" were never signed, nor were the security and the agreement for re-conveyance required by that contract ever executed, and hence were never delivered to Mr. Beers. So that "the deed to be given on the delivery to said Beers of the security for the amount above provided for" was never given as the securities were *never* made, and of course there was no "delivery."

And **THERE** is the ground on which Bishop Whitehouse sets up his official and private personal claim to the real estate, and for a re-conveyance of which he demanded and obtained the sum of six thousand dollars.

Now, then, the Cathedral Church was never built, so that the lot, according to the *verbal* compact, should already have reverted to Mr. Beers; and by the express terms of the deed

two years and eight months more would have caused a reversion if the church had not been built.

The *spirit* of the compact regarding the Cathedral lot was violated wholly and entirely. The spirit, letter and whatever else there was of compact regarding the residence lot was disregarded *in toto*, and hence no claim legal or equitable rested on the property in favor of the Bishop personally or officially. So that in no wise had he any claim to the property; nor had he any right to ask *money* for his re-conveyance of that which he had not in good faith obtained, namely the title to the Cathedral lot; nor had he any partnership interest in the *profits* as he declared to the Rev. Mr. Pratt he had.

But did the Bishop fully *intend* building the Church? Did his re-conveyance derange his plans *very much*? Read part of his address to the late Diocesan Convention—see one of the reasons which moved him to sell and take the \$6,000; “and aware that in the lapse of time, and the rapid changes of the city, the expediency of occupying that particular site for a Bishop’s Church had materially changed. * * * * I deemed it expedient to accept the terms.”

Why then “make a gain” of the desire which the subscribers had entertained seven years before, and which they in March, 1854—not now in 1860—told the Bishop had led them to subscribe, but which desire was *then* disappointed.

Bishop Whitehouse, I say, went home to New York. We hear from him January 17th, 1854, *one month and a half after the maturity of the first set of notes*. He writes thus to Mr. Beers. And now mark this letter—see “the nature of the man,” as evinced in it. See how he, willing to contemplate a reversion of the Cathedral lot and a failure to give the individuals the Church, for the building of which he agreed to find the funds, still aims to “make a gain” to himself out of a part of the general plan.

NEW YORK, JANUARY 17th, 1854.

DEAR SIR:—I have not heard of the payments having been made to you since I left Chicago, on the lots. If none have been made, I beg to renew my offer of *personal purchase* of the south lot at \$6,000. *The terms I then proposed* were \$2,000 cash, the residue bond and mortgage in Ohio assigned, payable in one, two and three years at six per cent. interest.

By this plan I shall be in possession of my own ground for building, and the concentration of the subscriptions on the Church lot will probably pay for that, and allow the withdrawal of any who may think they have cause to recede. Your own donation of \$2,000 will be refunded, and if there should be a failure in building the Church that lot will revert to you, and its increased value permit the re-payment to the contributors of principal and interest paid by them.

This appears, after all my reflection, to be the safe and equitable course, the moderate rate at which I shall buy the lot is only about the same I could have obtained a similar one for when I first contemplated building.

Faithfully your obliged friend and servant,

(SIGNED)

HENRY J. WHITEHOUSE.

CYRENIUS BEERS, Esq.

Now, if you have read the foregoing letter carefully, and have seen all its meaning, its force, and its bearing, you will note what view Bishop Whitehouse took of the matter *upwards of a year after* the subscription list was dated, and eleven months after he had received the deed of the Cathedral lot, and you will also detect the anxiety he entertained to get a *private* hold of the residence lot, and to make a good bargain for himself.

In this letter, it will be seen, he makes a proposal of a private personal *purchase* of the residence lot,—(it was not then a *gift* to him)—the amount of the consideration being \$6,000; for which \$2,000 should be cash and \$4,000 in Ohio bond and mortgage. Then see how he proposes to concentrate the notes offered by the purchasers of the *two* lots on to the one, (the Cathedral lot,) thereby allowing a margin to cover the deficit arising from the defection, then anticipated, on the part of some of the contributors; hoping that at least \$6,000 from the two lists would be collected.

Then see how he suggests to Mr. Beers that by this arrangement he (Mr. Beers) would gain \$2,000 by the operation, as

his subscription of that amount should be refunded to him. See how he still further argues, that if the Cathedral is not built and the Cathedral lot should revert, the rise in value on that lot alone would enable Mr. Beers to refund to any who had met all or any part of their obligations, at the time of such default, the money they had paid and interest, thereby shewing that he contemplated a possible failure to build the church, and in consequence a simple reversion, in case of default in building, and without pay for the rise in the value of the property, or any partnership share of such enhancement; the repayment of the instalments met by the subscribers being alone contemplated.

Then see how he argues that the low price (the property at the date of the letter had risen in value very greatly,) at which he would thus individually purchase the lot would be none too moderate, as he could originally have purchased a similar lot for that price; when he knows, and the world knows, that he did not dream of purchasing one *then* for his own use and *with his own funds*, and when he knows that had the property fallen in value Mr. Beers would have had no claim on him for the price or any part of it, if he had chosen not to take it.

It requires only a word here in passing to shew that *privately* no advantage belonged to Bishop Whitehouse at all from the rise in value of the property. If any *private* advantage was to be had it belonged to the gentlemen who had originally agreed to buy. But they were high-toned business men, some of them members of the Chicago Board of Trade, and such claims did not accord with their own standard of right, nor with that of the Board of which they were members.

However, Mr. Beers concluded to forego the inducement offered by the \$2,000, and to decline the Bishop's offer.

And now my friends let us stop. Do we need any more conclusive evidence of, or index to "the nature of the man?" I do not think we do. If, however, any of my readers do, we will find it in the document which he finally *asked* Mr. Beers to

sign, and which, with slight modification, he *required* him to sign before he would re-convey. But I think the letter written nearly seven years since shews plainly the "tendency" of which I have so plainly spoken in the early part of this pamphlet.

Now, then, read the letter of the subscribers to the original fund, addressed to the Bishop, *March*, 1854—two months after the Bishop had made the overtures of *private purchase* of the residence lot—in which they asked him to re-deed the property to Mr. Beers.

They were the parties entitled, *if any were*, except the Diocese or Mr. Beers, to the rise in value of the real estate; they, however, waived this right and authorized the re-deeding to Mr. Beers.

This is a document not written in 1860. It was written when the subject of re-deeding was first broached. It shows the early views taken of the matter, and is the plainest proof of what the subscribers originally intended. It was signed by men who now have ceased to take any active part in the matter, but whose names are those of some of the best business men Chicago knows to-day. Read it and see what they say.

CHICAGO, MARCH 10TH, 1854.

RIGHT REV'D AND DEAR BISHOP:—We, the undersigned, subscribers to the Cathedral Church, having interchanged our respective opinions with regard to the condition of the enterprise, nnanimously resolve, "That the church lot ought to be re-conveyed to Mr. Beers, and the notes surrendered to the parties who gave them without further delay."

"FIRSTLY.—Because the delay, and want of action with which the first movement made by us has been followed up, and the failure on your part to take up your residence, and commence your ministration among us, has operated to cast a damper upon the original feeling and enthusiasm out of which this movement sprung.

"SECONDLY.—Because that, although the deed itself gives a period of ten years for the completion of the Church; yet that time was given at your particular suggestion and request, and with reference to the completion of the entire enterprise in all its parts, but upon the express understanding of the undersigned, that the Church was to be commenced forthwith, and that the subscribers were at once to receive the benefit of their subscriptions; and further, that the term of ten years was objected to by Mr. Beers and others, but

was inserted upon the ground that the project would either fail or succeed at once; and the additional time would make no difference, which was so stated by yourself.

“THIRDLY.—Because the whole subscription was a joint understanding for the purpose of buying both lots, and each individual subscribed upon the faith of the payment of all. Now a large number of the subscribers having refused to pay; and the subscriptions not being in such a condition as to be enforced, it would be unjust to compel the signers of the notes in the hands of Mr. Beers (who refuse payment,) to pay their subscriptions, when the undertaking has been abandoned by their co-contributors; besides Mr. Beers has been already kept too long out of the property for which he has received *no consideration*.

AND LASTLY.—Because there has been a great misunderstanding between many of the contributors and yourself, with reference to your agreement to obtain funds from the East, to build the Church without delay, and also with reference to the nature, object, and execution of the enterprise. Therefore, we have lost faith and interest in the undertaking, for it has not progressed, or in any way wise come up to our original ideas and expectations, or met the ends and objects of our subscriptions; and, therefore, we consider that in order to carry out that good faith in which the enterprise was commenced, it becomes necessary to place the parties and property in the original condition; so with that aim and object, we address you this letter; hoping it will receive your immediate attention.

Yours, respectfully,

JAMES MORGAN,
J. T. RYERSON,
CYRENIUS BEERS,
D. J. ELY,
B. F. HADDUCK,

EDWIN C. LARNED,
D. O. BRADLEY,
GEO. W. LAY, JR.,
M. C. STEARNS,
JNO. M. WILSON.

P. S.—As it is the wish of a large majority of the contributors, that the church lot should be re-deeded to Mr. Beers, and the notes surrendered to the parties; and although we have been, and are willing to pay our notes, we cheerfully join in the request that, under all the circumstances, the lot be re-conveyed to Mr. Beers, and the parties placed in their original position.

WILLIAM BLAIR,
L. P. HILLIARD.

Addressed to the Right Rev'd HENRY J. WHITEHOUSE, No. 54 Eleventh street, New York City.

Bishop Whitehouse replied to this very positively in the negative. This letter is in my opinion a very important link in the chain of this history. It is entitled to a close reading, as giving not the opinion of *one man*, or the recollection of an *individual* as touching the spirit of the compacts, and the collateral traditionary history or interpretation of the tangible

written document, but the unanimous view of the whole of the subscribers to the fund as given by them nearly *seven* years since.

Read it carefully. I make no comment; it speaks for itself. I will have occasion to refer to it again.

Here the matter rested. The special form of the Bishop's plan of a Cathedral being viewed by some as an evidence of the "tendency" on his part "to concentrate in himself power and control," of which I have hereinbefore spoken, the subject was brought up in the Diocesan Convention of 1855.

The Journal will best convey the history of the matter. I quote the language of it and italicise the parts to which I desire to call attention, and have parenthetically made such explanatory comments as I deemed advisable. Of course my interpolations are easily distinguishable from the language of the report.

Extracts from the Journal of a Special Convention, in lieu of the Eighteenth Annual Convention of the Protestant Episcopal Church in the Diocese of Illinois, held in St. Paul's Church, Alton, 17th, 18th and 19th October, 1855 :

"The Committee appointed on the subject of the Bishop's Church and residence, offered a report, which, *after reading was withdrawn.*" [Why was it withdrawn?] "*After conference with the Bishop,* the Committee offered the following

R E P O R T :

The Committee to which was referred the subject of a Bishop's Church and Residence, beg leave to report that after *frequent sessions* and much anxious enquiry, they have arrived at the following results.

The facts, a part of which were reported to the last Convention, are substantially as follows:

"Some three years since, two valuable lots of ground, situated in a most prosperous and interesting part of the City of Chicago, were purchased of C. Beers, Esq., by subscriptions from several contributors, which we shall denominate Nos. 1 and 2. No. 1 was intended for a 'Cathedral Church,' of the Protestant Episcopal Church in the Diocese of Illinois, as is declared on the face of the Deed of Conveyance; and one of the conditions subsequent of the title is, that the lot shall within ten years from the date of the instrument

be occupied by a Cathedral Church;" [The committee knew nothing of the verbal compact on which the deed was given.] "the property is conveyed to the 'Right Reverend Henry J. Whitehouse, Bishop of Illinois, and his successors in office,' as Trustees for the Protestant Episcopal Church in this Diocese. An Act of Incorporation for this Trusteeship was obtained during the session of the Legislature in the winter of 1853.

"The lot was paid for at the time of purchase in judgment notes, given by different persons in Chicago, as subscriptions for this specific object, and were received by Mr. Beers in payment. Mr. Beers acknowledges the validity of the title; and at the same time it is not questioned that the money may be realized from the subscription notes. Mr. Beers, however, in common with some of the subscribers, is now dissatisfied with the whole transaction. He, on the ground that he has not realized the money, and cannot without litigation with his neighbors and Christian brethren, which he deprecates as a greater evil than the loss of the property.

"The unwillingness of the subscribers to pay has resulted from *untoward circumstances not necessary here to be named, calculated to bring the project of a Bishop's Church into disrepute*, [The Bishop's plan would have given him the power to bring any number of assistants to the Convention.] especially among the Churchmen of Chicago. In view of all the embarrassments of the case, Mr. Beers asks that the property be re-deeded, and the whole project on this basis abandoned. *This the Bishop has hesitated to do, justly alleging that as he is but the Trustee of the Diocese, he has not the right to re-deed it without instruction to that effect from the Convention.*

"Of the soundness of the title to lot No. 1 there is no question, provided a Cathedral Church be erected on the ground within the time specified. The conveyance was made in good faith, and Mr. Beers may realize the money on the subscription notes in his possession.

"The title to lot No. 2 is in question. This was purchased, or intended to be purchased, *and presented* to the Bishop, to build upon it a house for his own private residence. [The Committee had only been in "Conference with the Bishop;" they had not seen the documents now published.] The Bishop, in connection with the *gift*, made a *voluntary* [It is not so; the stipulation was made at the suggestion of Judge John M. Wilson.] stipulation to the effect that the Diocese should have the privilege of purchasing, at any time within ten years, the whole, at the cost of the house, and thus make it Diocesan property for the residence of his successors. No deed, however, was executed at the time by Mr. Beers of this property; but certain *memoranda* are still in existence, [Who had the memoranda?] showing the agreement of the parties to certain conditions on which the transfer should be made.

"The Bishop, in different ways, [Yes, he wanted to buy the property, *privately*, and, as we have seen, for \$6,000 for his *own individual use*.] has tendered to Mr. Beers the amount necessary to pay the whole price of No. 2, [They, no doubt, intended No. 3 the *residence* lot.] which Mr. Beers has declined receiving. [Of course, he did. Mr. Beers did not design giving Bishop Whitehouse the advantage of the rise. If the Church was not going there, *he* wanted the advance.] This, however, your Committee regard thus far as

a private rather than an ecclesiastical matter, inasmuch as the Bishop has power to relinquish the lot if he sees fit, *and has no disposition to retain it for any personal benefit.* [Did the final adjustment show this? Do Dr. Brainard and Judge Dickey think thus.]

“It cannot, however, be regarded with indifference whether as the property of our Bishop, or in view of its being in due time transferred to the Diocese.

“Your Committee has had serious apprehensions whether the whole enterprise might not have to be abandoned, in consequence of the many difficulties with which it is embarrassed. They have no doubt of the compatibility of the *outline*, [Of the Cathedral plan.] *if carefully guarded in the details*, with the Constitution and Canons of the Church, and with the prevailing sentiment of the people of the Diocese. *Yet it might not be judicious, even if legally right, to proceed to occupy the ground without Mr. Beers receiving full compensation according to the contract, nor would it be safe to institute any violent means for the collection of the subscription notes, contrary to the wishes of the signers.*

“Most of this feeling, however, at this time so formidable to the enterprise, it is believed might be overcome by giving to the Institution a specific form which would be *understood and approved.* Your Committee would therefore recommend the Bishop, if consistent with his views, to prosecute the enterprise, by soliciting aid among such persons as may feel interested in it, with an eye to building as soon as may be deemed practicable, either on the ground purchased of Mr. Beers, or on such other property as may be hereby [That is under this Canon and Report.] acquired in any other part of the city; and for the government of the Church they recommend the following Canon, which in *case the Church should be prosecuted*, [So that the Canon is not yet in force.] they would have incorporated in the Canons of the Diocese.

“C A N O N .”

“The Cathedral or Bishop’s Church located in Chicago, shall be for ever the seat of the Episcopate of Illinois, and the Bishop shall be *ex-officio* its Rector and Spiritual Head. The plan and order of its administration shall be the same as that of Parish Churches, with this difference only, that in place of a Vestry, *the Standing Committee of the Diocese* shall co-operate with the Bishop in its business relations, and in all matters which usually claim the attention of the Vestry of the ordinary Parish Church. It shall, moreover, pay a regular salary to the Bishop, *such as the Standing Committee shall fix*, and declare consistent with its ability; *and this sum shall form part of the salary of the Bishop assumed by the Diocese.*

“Said Church shall have one or more assistants to the Bishop, *as shall be approved by the Standing Committee*—Priests, or Deacons, who shall be nominated by the Bishop, and *approved by the Standing Committee*, or by the Convention of the Diocese, if referred to it by the Bishop, and *one* assistant [This defeated the Bishop’s idea.] with four lay delegates may occupy a seat

in the Diocesan Convention, and exercise the same suffrages as other Presbyters and Lay delegates from Parish Churches.”

“Your Committee recommend the following

“R E S O L U T I O N S .”

“*Resolved*, That this Convention heartily recommends the establishment of a ‘Cathedral,’ or Bishop’s ‘Church,’ *in accordance with the above Canon*, [Ignoring the project desired by the Bishop.] and will cheerfully make every exertion within its power to promote the object. If, however, the plan herewith recommended shall not meet the approval of the Bishop, it hereby gives him full power as Trustee of the Diocese *to-redeed the property to Mr. Beers*.

“*Resolved*, That in case the Bishop should so far approve the above Canon, as to be willing to proceed under it, but should find in his own estimation *and that of the Standing Committee*, [The Bishop did not consult the Standing Committee, June, 1860, before he re-decided to Mr. Beers.] that it is injudicious or unadvisable to occupy the lot or lots purchased of Mr. Beers, the Convention will recommend and approve the purchase of other property with such funds as the Bishop may be able to command on which the Bishop’s Church shall be erected; and in this case it recommends the Bishop to *re-deed* the property purchased of Mr. Beers.

“*Resolved*, That in case the Bishop shall not be willing to proceed under the Canon, or the project from any cause should be found impracticable on this basis, the Convention must reluctantly consent to abandon it.”

S. Y. McMASTERS, CHAIRMAN.

Now, having read the foregoing report, answer the following questions :

FIRST.—Did not the Bishop hesitate until he had the sanction of the Convention to re-deed the property to Mr. Beers, as shown under the report, thereby shewing the necessity of their co-operation and their authority to co-operate?

SECOND.—Did not that report state that the Bishop justly so hesitated, and hence the Convention claimed its right to co-operate?

THIRD.—Did not the Bishop thereby grant that the Convention had something to do with the matter?

FOURTH.—Did not the Convention endorse the correctness of that view, thereby asserting their right to an advisory control over the property?

FIFTH.—Did not the Convention in the resolutions contemplate two phases of the matter, under either of which the

Bishop was recommended to *re-deed* the property. 1st. In case the plan of the Cathedral recommended by the Convention did not meet the *approval* of the Bishop, the power was given him to *re-deed to Mr. Beers*, not re-sell to Mr. Beers, or sell to any one else. 2d. In case the Bishop and Standing Committee thought it unadvisable to occupy *that particular property*, then to *re-deed to Mr. Beers*—not to *sell* the property and with the proceeds of *it* build elsewhere.

SIXTH.—Now, while reports made after “conferences with the Bishop,” and “opinions of Standing Committees,” made or expressed under the influence of a desire to heal sores or to please the Bishop, have no more weight with me than the opinions of other good men, when I, as well as they, *have the facts and documents to judge from*, I will say, that if that report is worth anything, (and I think it worth a great deal,) did the Convention of 1855 ever *intimate* that any money or consideration was necessary to be paid, or was contemplated to be paid?

Clearly not. If that property was not used for a Cathedral, it was to be deeded *back*. The report even says that though the deed was unqualified to Bishop Whitehouse, still if the notes were not paid they deemed it injudicious to occupy the ground, and they were by no means clear that it would be well to prosecute the collection of the notes contrary to the wishes of the signers.

The whole report breathes a spirit of fairness and equity, and the resolutions clearly interpret it.

Here it will be perceived the Bishop hesitated to re-deed to Mr. Beers, without the *authority* of the Convention so to do, the Committee and the Convention saying that he “justly” so hesitated.

The one conceding, the other accepting, and asserting its right to such concession, the Bishop at his own time and on his own terms, receiving *money* where its reception was plainly

not contemplated, does use the authority of the Convention and does re-deed, and *yet*, when the source of that authority propose to ask if he has used their permission aright, he tells them: "Gentlemen, you have nothing to do with the matter, I am *corporator sole*. A civil tribunal is the only one which can call me to an account, and none else shall."

Now, the Bishop says he only acted with the full *authority* of the Convention in re-deeding the property to Mr. Beers, at the same time says the Convention has nothing to do with the matter, and places himself behind the screen afforded him by the resolutions adopted at the late Convention, as follows, to wit:—

"*Resolved*, That this Convention, whiie it does not consider itself charged with the management of the \$6,000 received by the Bishop in the compromise with Cyrenius Beers, Esq., concerning the Chicago property heretofore intended for a Bishop's Church and residence, hereby expresses its satisfaction with the declaration made by the Bishop in his address to this Convention, and his subsequent statement that he holds the same in trust, and not for any private use.

"*Resolved*, That this Convention does not consider that at this time any further action is necessary upon its part on the subject of said sum of \$6,000.

He denies the right of the Convention to interfere, and yet defends himself by their authority. He uses the authority to deed, but transcends it by taking \$6,000 for the conveyance. He asks the authority of the Convention to deed, and yet takes to use, as he may see fit, the proceeds, telling the Convention it has nothing to do with the money he received for the property it authorized him to sell.

Moreover, he takes \$6,000 for the deed, and names *one dollar* as the consideration.

He comes to the Convention coerced by the overwhelming force of popular feeling, and confesses that though the deed says "One Dollar," he received \$6,000; and though he told Rev. Mr. Pratt (as stated by Mr. P. in convention,) that the money was as much his as any property he owned upon earth,

and that he took the \$6,000 on the residence lot so as to avoid even the appearance of a trust, now says it is a trust fund, but he does as he pleases with it.

Moreover, Mr. Beers was *driven* to the payment of the \$6,000, and was *compelled* to take the quit claim deed, one dollar consideration, or else have the matter stand along indefinitely and undecided. Mr. Beers further had to sign a paper, which contained only enough of the truth regarding the matter to make it *possible* for him to sign it, and yet not wholly compromise himself.

He was compelled to sign this paper or go without his deed. Sick of the delay, sick of the worry, he gave the \$6,000, and signed a semi-truthful statement rather than have the contest prolonged.

On the foregoing grounds, and for reasons springing out of the foregoing statement and facts, the feeling was very generally entertained that Mr. Beers should not have been required to pay anything, save perhaps the taxes, (which he did repay to the Bishop with interest,) in order to regain his title.

Prompted by this feeling, and by a wish to have the Diocese free from any stain or imputation of having the use or benefit of money, extorted from a generous donor, and the fruits of the mere default of the Bishop of the Diocese in complying with his part of a contract, the large and respectable portion of the Clergy and Laity in the last Convention, who voted for an investigation, did take the ground that, if such were the facts, the money should go back.

Such investigation was prevented by the adoption of the resolution, which I have just given as the screen behind which the Bishop sheltered himself, as a substitute for the one offered by Judge Otis, asking for the investigation, which would have brought before that Convention all the documents I now give.

On the evening of Thursday the votes stood eighteen for the investigation to seventeen against, as shown by all the

votes on amendments and substitutes. A motion to adjourn was made and carried.

The next morning the name of Rev. Mr. Ryall was announced as entitled to a place on the list of Clergy, entitled to seats. His claim to a seat had not been before clear to the Bishop.

The vote was then taken on a substitute offered that morning, Mr. Ryall voting in favor of it. The name of Mr. Gilbert being called, *before the result was announced*, his vote was objected to, and I give a copy of the history of the matter in the written language of C. C. Parks, Esq., since gone to his rest with the blessed.

“Before the vote was announced by the Secretary, the vote of the Reverend Mr. Gilbert was challenged by Mr. Parks, of Christ’s Church, Waukegan, upon the grounds that he was not entitled to a seat in Convention, he not being ‘settled in some Church within this Diocese which is in union with the Convention,’ nor was he ‘employed as a missionary within its bounds under the direction of the Convention or of the Bishop of the Diocese.’ (See Art. 5th, Constitution of Diocese of Illinois.) The Bishop ruled the challenge out of order, although made before the vote was announced by the Secretary.

“An appeal was taken from said decision, which appeal the Bishop refused to entertain. The name of the Reverend Mr. Gilbert was placed upon the list of Clergy on the evening of the second day of Convention, after adjournment and after the introduction of Judge Otis’ resolution, and after several test votes had been taken upon the resolution, the said Gilbert voting in the affirmative.

“After the substitute was carried in the manner above specified, Mr. Kerfoot, of the ‘Holy Communion, Chicago,’ introduced a preamble and resolution, a copy of which is hereto annexed, marked ‘A,’ which the Bishop presiding declared to be out of order, and afterwards modified his decision by stating that the subject matter of the preamble and resolution could

not be brought before the Convention, except by consent of two-thirds, thereupon the Rev. Mr. Hodges introduced the following resolution, and asked a two-thirds vote thereon :

“ *Resolved*, That the consent of this House is hereby given to the re-introduction of the subject of the \$6,000 referred to in the Bishop’s address, with the adjustment of which the Convention this morning by a majority of one clerical vote declared itself satisfied.”

“ The Bishop presiding declared said resolution to be out of order, and refused to put the motion, from which decision Mr. Parks took an appeal to the Convention, which appeal the Bishop presiding refused to entertain, stating in his reasons that the Convention had nothing to do with the matter, to which said decision the undersigned protested, and hereby protest and ask that the same may be entered upon the Journal of this Convention.”

The substitute was thus carried, and the investigation prevented by the admission of Mr. Gilbert’s vote, whose right to a seat being disputed, was not decided by the convention, but by the dictum of the Bishop, contrary to the provisions of the Canon, viz :—“ The right of any clergyman of this Diocese to a seat in the Convention, shall, if disputed, be determined by the Convention itself.”

He was ordained to the lay-diaconate on Wednesday, was present as a spectator on Wednesday and Thursday, and on that evening, *after adjournment*, (and not during the afternoon, as has been stated,) the Bishop directed the Secretary to put the voter’s name on the list.

An attempt to re-open the matter, after the passage of the resolution declaring it closed, was ruled out of order by the Bishop, as Mr. Park’s history shows, and no debate on the question allowed by him.

Other resolutions (*not touching the subject matter*) were ruled out of order before they were read, and not allowed to be debated, on the ground of their relevancy to the matter of the \$6,000.

The preamble to a resolution, asking the Convention to instruct the Secretary to send a petition to the Legislature of Illinois, asking a repeal of the act of incorporation, under which the Bishop as Corporator Sole, held property—on the ground of its not being consonant with the spirit of the Protestant Episcopal Church—was not allowed to be read.

The Bishop insisted upon the reading of the resolution first, and then peremptorily decided it out of order, on the ground of its relevancy to the \$6,000 matter, which he decided closed.

Another resolution, in writing, was denied a hearing before it was read, and only after some debate, and a solemn assurance that there was nothing in it about the \$6,000, was it allowed to be heard. It proved to be a vote of thanks to the people of Quincy for their hospitality.

A dictatorial use of the presiding power was made by the Bishop, to the exclusion of all proposals, save one to adjourn, and this, of course, made further debate impossible.

Fortunately, a motion had been made and seconded, that the Rev. Mr. Hodges, of the Church of the Holy Communion, of Chicago, should be allowed to speak.

The Bishop, with great avidity, being about to put the question of adjournment, was reminded that such a motion was made. On being assured by various members that such was the case, the question was put and carried; and Mr. Hodges in a calm, dignified manner, spoke as follows:

“MR. PRESIDENT—I rejoice that a man, when he felt impelled by a sense of right and duty to speak out, and when he thought it would be a sin for him to keep silent, was allowed by this house to give utterance to his conscientious convictions. If I should return to Chicago without having used every possible means to bring this Convention to a sense of justice, and to right action on the matter of this \$6,000, I would feel that my character might justly be assailed. If we had been allowed to consider the matter, not on its legal and technical relations only, but on the basis of common sense and grounds of equity, I think that the Convention would have come to a very different decision, and that the money would be immediately paid back to Mr. Beers. I do, therefore, hereby, as a Minister of Christ's Church, a Christian gentleman, and a member of this house, solemnly enter my protest against the action of this

house, and against the whole proceedings in the matter of the Cathedral lot, and ask that this protest be entered upon the Journal; and I hereby declare it to be the conviction of my conscience and my heart, that this whole matter, from beginning to end—and I want the Convention to understand distinctly what I say—is a *dishonest transaction*.”

Having finished his short speech, the Rev. gentleman sat down, but with one mind, simultaneously and spontaneously, a large number of clergy, laity and ladies rose and left the church.

Fully agreeing with the sentiments of Mr. Hodges' remarks, and leaving the foregoing documents (especially the letter of the Bishop to Mr. Beers) and statements, to the calm judgment of all persons, I have very little more to say, by way of comment, on this subject, save that, do what we may, the world *will* say, “Why such unusual desire to avoid investigation? It looks very suspicious and argues very poorly in favor of freedom from wrong.”

THE BISHOP'S EXHIBITS.

After the close of the late Diocesan Convention, Bishop Whitehouse prepared a species of appendix to the Journal of the same, of which, I believe, he circulated a large number, separate from the Journal.

There were, also, printed as many of them as there were of the Journal. The Standing Committee, the Secretary, having been applied to by C. C. Parks, Esq., (now since deceased,) for permission to issue his protest with the Journal, not only declined acceding to the request of Mr. Parks, but excluded the Exhibits of the Bishop, on the ground that they were not documents referred to by the Convention, and hence were not properly admissable within the cover of the Journal of the same.

The *first* is the Deed of Mr. Beers and wife to Bishop Whitehouse, conveying the Cathedral lot.

Which being a deed of the usual form, I omit, save the special clause to which reference has hereinbefore been made two or three times, as follows :

PROVIDED, nevertheless, and this deed is upon this express condition, that a Cathedral Church, of the denomination Protestant Episcopal, shall be erected on said lot, within ten years after the date hereof, and PROVIDED further, no building shall be erected thereon, excepting such Cathedral Church, and such other permanent structures of an ecclesiastical, eleemosynary and educational character as shall be necessary or desirable for or appurtenant to said Church.

The *second* is the paper which the Bishop required Mr. Beers to sign as a *sine qua non* to the making of the deed for the Cathedral lot, as follows :

EXHIBIT NO. 2.—MEMORANDUM OF AGREEMENT, HENRY J. WHITEHOUSE WITH CYRENIUS BEERS.

Memorandum of Agreement, made and entered into this twenty-first day of June, in the year of our Lord one thousand eight hundred and sixty, by and between Henry J. Whitehouse, of the city of Chicago, in the county of Cook, and State of Illinois, party of the first part, and Cyrenius Beers, of the same place, party of the second part.

Whereas, the said party of the second part, by his certain contract in writing, bearing date the first day of December, A. D., 1852, covenanted and agreed to convey to said party of the first part, lot number three (3), in block number eight (8), in fractional section fifteen addition to Chicago ; which said contract is in words and figures following, to wit :

Here follows the supplemental paper given on page 20 of this pamphlet.

Now, therefore, this Memorandum of Agreement witnesseth that the said party of the first part, for and in consideration of the covenants and agreements of the said party of the second part, hereinafter contained, and the matters and things hereinafter recited, and also for and in consideration of the sum of six thousand dollars, (\$6,000), to him in hand paid by said party of the second part, at the time of the execution and delivery hereof, and the receipt whereof is hereby acknowledged, doth hereby waive and release all the right, title, interest, claim, property or demand whatsoever, as well in law as in equity, which he may have in said above recited contract, or which he may have acquired by virtue thereof, in and to the lands and premises therein mentioned and described, hereby releasing and discharging the said party of second part from all liability on account thereof; [*and also at the same time executes and delivers, as Bishop of the Protestant Episcopal Church, of the Diocese of Illinois, his certain quit claim deed of same date herewith, for the reconveyance to said party of the second part, of all the right, title, and interest which, as such Bishop, the said party of the first part acquired in and to lot num-*

ber 2, in said block number 8, in fractional section fifteen addition to Chicago, under and by virtue of the certain indenture of said Cyrenius Beers and his wife, bearing date the eighteenth day of February, A. D., 1853, recorded in the office of the recorder in and for the county of Cook, and State of Illinois, in Book No. 59 of Deeds, on page 265.]

And the said Cyrenius Beers, party of the second part, in consideration of the premises at the time of the execution and delivery hereof, pay to said party of the first part, the sum of six thousand dollars, the receipt whereof is hereby acknowledged, and further covenants and agrees with said party of the first part, his heirs, executors and administrators, to waive and release any and all claims and demands which he, the said Cyrenius Beers, may have by virtue of said above recited contract, either against the said Henry J. Whitehouse, or against any of the persons whose names are mentioned in said contract, as the makers of the notes therein specified.

And further to surrender and deliver up to the makers thereof, respectively, all of said notes that have been received in pursuance of said contract or indenture.

The intent of both parties being to hereby cancel, and annul, and make void and of no effect, said contract, and on the part of the said party of the second part, to save harmless the makers of all said notes from all liability on account thereof.

This memorandum of agreement is executed in duplicate, each party taking one.

In testimony whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

HENRY J. WHITEHOUSE. [SEAL.]

CYRENIUS BEERS. [SEAL.]

I have enclosed in square brackets the clause which the Bishop protested against having inserted, and which was suggested by mutual friends as a means by which Mr. Beers might possibly be able to sign the paper.

A whole day was occupied in adjusting, arranging, and re-arranging this paper. Mutual friends and attorneys were frequently consulted in regard to it. The Bishop endeavoring to avoid any appearance of receiving the funds as *trust* money, and Mr. Beers declining to sign the bald statement, as it was without the part in brackets.

The *third* gives the opinion of the Standing Committee of 1856. It appears to differ with the Convention of 1855, and advises the Bishop to keep the property, and go on with the church; and it further advises him to enforce the *contract* with

Mr. Beers regarding the residence lot. Here is where the Standing Committee had only been in "conference with the Bishop," and had not seen the papers.

The *fourth* gives the opinion of the Standing Committee of 1857. I am free to say, that it bears, to my mind, on its very face, evidence of having come from, if not the pen, at least the supervision, if not dictation of Bishop Whitehouse himself. There are in it his peculiar expressions. There is in it his characteristic style of diction. The plans contained in it are very like his plans. They aim alone at his benefit. No men would so far misconstrue the documents I have hereinbefore given, as to say

"That the title to the lot, designed for a residence, is in the Rt. Rev'd Henry J. Whitehouse, and that to him belongs of right, the lot or the avails thereof in any compromise."

Then follows a shrewd farsighted plan of adjusting the matter with Mr. Beers, which aims wholly at the benefit of the Bishop, and not at all at that of the Diocese, save in so much as the proceeds were to be applied to the discharge of the claim which the Bishop was making against the Diocese for salary at the rate of \$2,000 per annum *from the commencement of his Episcopate*, notwithstanding he had begun a plan at the outset of his Episcopate, to furnish his own salary by Parish duties, thereby conceding, as I argue, that he did not *at first* expect the *Diocese* to pay him. I pronounce it a plan too well laid to have been devised by any one who was not doing it for his own private benefit.

Alex. G. Tyng, Esq., of Peoria, one of the signers of this report, repudiated it in open convention in Quincy, a month since, and said he had signed it under a misapprehension. I have no great wonder to express that Mr. Tyng could have signed such a document, as I have no doubt but that the same warm impulse and desire for peace, which led the writer of

Exhibit No. 5 to pen it, and to ask his brethren to sign it, led Mr. Tyng and his associates to sign No. 4.

Exhibit No. 5 does credit to the hearts of the signers. That it should have been published to the world, as any ground of evidence against their consistency, is strange to me. It was a *proposal* to Mr. Beers, and if I am not mistaken, Mr. Beers was willing to *give* a part of the property for a *Bishop's residence*.

Bishop Whitehouse, if I have not been misinformed, acceded to the arrangement, but the whole matter fell through when the gentlemen who had taken the business in hand found that Bishop Whitehouse insisted upon taking the title to the residence lot in his own private name, and as his property absolutely. Dr. Brainard can tell regarding this, as he, I believe, supposed he had closed the negotiation nicely, and had settled the vexed question finally. But, on the requirement of the Bishop that the title should go to him privately, Dr. asked the Bishop's pardon for doing what he never did before, viz: interfere in other persons private affairs, and he begged leave to have nothing more to do with the matter.

Exhibit No. 6 has been disposed of by the Clergy. I need say no more than I have said regarding it on page 13 of this pamphlet. In order that my remarks there may be understood, I have inserted their circular. It does not relate to the Cathedral question, but it shows "the nature of the man," and bears testimony to the general correctness of my ideas, and to the sad fact that we have a Bishop from whose hands his people will not receive or allow their children to receive the Holy rite of Confirmation.

BISHOP WHITEHOUSE AND THE CHICAGO CLERGY.

BISHOP WHITEHOUSE has published a document as an appendix to his address to the late Diocesan Convention, entitled "Bishop's Address, 1860, Exhibits."

To the Exhibit No. 6, we ask the attention of all Churchmen. Its design is to show, from statistics, that the Churches in Chicago have contributed but

little to the Missionary work of the Diocese, during the last year, and that the number of confirmations in the same period is proportionally less in the city than in the country. From the Bishop's Exhibit we make the following extracts:

" I. DIOCESAN MISSIONS.

" 1859-60—whole amount, \$1,205; amount contributed in Chicago, \$189; contributed in the rest of Diocese, \$1,016.

" II. CONFIRMATIONS.

" In '58-59—whole number, 425; in Chicago, 117.

" In '59-60—whole number, 360; in Chicago, 76."

The above is what the Bishop gives as the figures from the Journal and the Treasurer's Report. Now we are compelled to say, "frankly, but kindly" that the Bishop's statements are erroneous; and to make our assertion good, we herewith append an extract from the Report of the Treasurer on Diocesan Missions, and an extract from the Bishop's own list of confirmations, as appears in his address of this year. It will be seen that the amount contributed in Chicago to the Diocesan Missionary work for the last years, was \$356 40, instead of \$189, as the Bishop states; and that the number confirmed in the Chicago Churches during the last year, '59-60, was 98, and not 76 as the Bishop states.

We ask any person to open the Journal and mark the contrast between the Bishop's statement and the facts and figures there recorded.

I. DIOCESAN MISSIONS FOR '59-60.

Bishop's statement—Total, \$1,205; Chicago Churches, \$189 00; Country Churches, 1,016 00.

Treasurer's Report (p. 30, Journal)—Total, 1,205; Chicago Churches, \$356 40; Country Churches, \$848 60.

II. CONFIRMATIONS FOR '59-60.

Bishop's statement—whole number, 360; confirmed in Chicago, 76.

According to facts in the Journal, 359; confirmed in Chicago, 98. (See pages 5 and 6.)

It is hardly necessary to say anything more. The mere statement is painful enough. That the Bishop should seem even to wrong or find fault with the Chicago Churches or Clergy, on the eve of his advent amongst us, is mysterious enough; but that he should give such an erroneous tabular view, in face of data to which all can refer, is far more mysterious. That he should seem to disparage the work of any of his clergy is a sad fact, that he has misquoted the records in order to do so is a still sadder fact.

Of course all the "averages" and "proportions" of the Bishop's Exhibit No. 6, go to the ground, with his figures.

The Chicago Confirmations for 1859-60, were 37 per cent. of the whole number; for 1858-59 they were only 36 per cent. of the whole number, so that the diminution was not in Chicago, as the Bishop states, but in the country. And on this subject we feel bound to say, what we should not under other circumstances, have felt ourselves compelled to say, viz: That the Confirmations in Chicago, though larger in proportion to the whole number than last year

are very much limited, owing to the plainly expressed unwillingness of many to receive the holy rite, or allow their families to receive it from the hands of our Bishop. To this fact, most of us must bear reluctant testimony. As to our Diocesan Missions, we can only hope that this attempt of the Bishop to depreciate our efforts, will not add to the difficulty we already contend with, in persuading our people to contribute to the support of the Missionaries he nominates. One more suggestion: if the Bishop's statements are erroneous in these relations, may they not be in other particulars?

(Signed,) ROBERT H. CLARKSON, Rector St. James.
 JAMES PRATT, " Trinity.
 JOHN O. BARTON, " Atonement.
 H. N. BISHOP, " St. John's.
 EDMUND B. TUTTLE, " St. Ansgarius.
 CLINTON LOCKE, " Grace.
 J. SEBASTIAN B. HODGES, " Holy Communion.
 WILLIAM FULTON, " Ascension.
 CHAS. EDWARD CHENEY, " Christ Church.

CHICAGO, SEPTEMBER 29TH, 1860.

No. 1. Extract of the Bishop's Address, delivered at Quincy, September 13th, 1860:

LIST OF CONFIRMATIONS IN THE PAST YEAR.

1859—September 18th, Trinity, Chicago.....	10
“ November 8th, Holy Communion, Chicago.....	10
1860—February 12th, Grace Church.....	15
“ “ 19th, Church of Atonement, Chicago.....	7
“ “ “ “ Ascension, “	6
“ March 4th, St. James Church, “	13
“ “ “ St. Ansgarius Church, “	15
“ June 17th, Trinity Church, “	2
“ “ “ Christ Church, “	3
“ “ “ St. John's Church, “	17
Total.....	98

No. 2. Extract from Report of Rev. T. N. MORRISON, Treasurer of Diocesan Missions.

RECEIVED DURING THE PAST YEAR FROM

Chicago Atonement.....	\$ 37 03
“ Grace.....	65 37
“ Ascension.....	3 00
“ Holy Communion.....	15 60
“ Trinity Church.....	10 00
“ St. James Church.....	225 40
Total.....	\$356 40

The pith of a very sarcastic, and, in my opinion, ill-judged and un-Episcopal reply which Bishop Whitehouse makes to this Circular is that the suppressed part of the aggregate of

confirmations consisted of those whose confirmation had been postponed from the Convention year of 1858 and 1859 to that of 1859 and 1860.

They were not placed to the credit of either year in his Circular, but they were to the latter year in his Report to the Convention. Which year *did* they belong to? If to the former, where did he register them? If to the latter, why does he suppress them in his Circular, and *that without any explanation with the suppression.*

Sharp reasoning that.

The Chicago Missionary contribution was decreased by some \$167, which the Bishop says was a special donation to a specific object, a Missionary within the Diocese, and which, though included in the aggregate of the Treasurer's Report, the Bishop excludes from his Circular.

But he does not exclude it from the whole amount which he says the *whole Diocese* gave; and hence, in drawing his contrast between the amount given by the City of Chicago as compared with the amount given by the balance of the Diocese, he takes this \$167 which he deducts from Chicago and adds it to the *real* amount given by the balance of the Diocese. Or, in other words, he swells the amount given by the balance of the Diocese by leaving in the \$1,016 the \$167, which, though contributed by Chicago, he denies to its credit because it was a special contribution.

Sharp calculation there, too.

Now, I have no idea that Bishop Whitehouse thinks such things wrong, or he would not do them. But, I am sure, that were an abstract case of the same kind laid before him, he would, as a Christian teacher, be very able to shew that it was at least dangerous to one's morals, if not his religion, to be guilty of them.

And, his brother Bishops need no evidence or argument to shew them that it is at least a great pity that Bishop White-

house labors under any need of keeping up such a cross firing with his clergy.

And if, as he says, we are here in Chicago only a violent phase of Congregationalism, I have only to answer that it is because we have been without any Episcopal head for nine years, and we, like some others, have been spoiled by becoming our own Bishops.

THE CORPORATOR SOLE ENACTMENT.

I am wholly at fault if there is in the Church in the United States, a single Bishop, other than Bishop Whitehouse, who is incorporated by the Legislature of his State; one who can to-day stand up in his Convention and tell his Diocese, his Trustees, his Standing Committee, and whatever other Ecclesiastical authorities there may be in the Diocese, "I am *Corporator Sole*; you have nothing to say regarding the real estate which I hold as such, or the proceeds of any sale thereof. A civil tribunal is the only one which *can* call me to an account, and none other shall."

Such an act of incorporation is entirely dissonant with the genius and spirit of the Protestant Episcopal Church. It is not compatible with the healthy commingling of the democratic element in our branch of the Church Catholic.

The representative nature of our organization is opposed to any such feature. Such corporation is wholly unnecessary, or if it is necessary, we can have such an enactment as will insure the transfer, by mere *operation of law*, of titles from one Trustee, or set of Trustees, to his or their successors in office, as the Convention may appoint them. Any malfeasance, or misuse of power, on the part of such Trustees, would be met promptly at the succeeding Convention of the Church by the appointment of others in their stead.

And were such provision made for the transfer of title, by virtue of the enactment, without the necessity of any deed or

conveyance from one Trustee, or set of Trustees, to his or their successors, the question would not arise, at any time, regarding the property of the Diocese, which did last summer arise in the case of the Roman Catholic Bishop of Chicago.

And here be it known, that with merely the necessary changes in the preamble to the enactment so as render it applicable to the Protestant Episcopal Church in the Diocese of Illinois, the law incorporating the Bishop of the Protestant Episcopal Church in the Diocese of Illinois is *verbatim* (saving the mention of the words "of the Cathedral Church,") the same as that incorporating the Roman Catholic Bishop of Chicago.

The case which arose with regard to some property held by the Roman Catholic Bishop was simply this:—A sale was made of property which had been purchased by the former Bishop, (O'Regan,) who is now in Europe, having resigned his charge here. Bishop Duggan, the present incumbent, was about to make his conveyance, supposing the title had come to him by operation of law. The attorney of the purchaser advised him not to take the land, as it was not clear that the property, not being in actual use for "charitable, religious or literary purposes, or for burial grounds, as provided for in this act," could be conveyed by the present Bishop unless his predecessor *had conveyed it to him by deed*.

Or, in other words, the closing clause of the law does not authorize, it expressly forbids, the Bishop "to hold real estate in trust for any Religious Society except for" the purposes above named; and hence any land not *in use* for such purposes, either had not come to the Bishop at all, he not being a legal recipient of the title to such, or else having come to him would have to pass from him by deed, and not by virtue of his ceasing to be Bishop.

A glance will show where the Diocese might be placed by such a decision regarding this law. Unwillingness on the part

of a Bishop to convey such titles might cause the Diocese some difficulty, and subject her to the necessity of a suit in Chancery. Death of a Bishop, with such titles in him, would of course vest them in his estate, and here even a Chancery suit would not *irrevocably* divest his minor heirs, of any claim they might have.

If these evils, or the shadow of the possibility of them exist, let us avoid them, and let us have no "Corporator Sole" enactments.

In the Roman Catholic Church, where they have no Conventions, no Standing Committees, no Lay element in their legislative department, no Trustees, such an act of incorporation may be necessary, and it is consonant with the general plan and system of their Church. But with us such is not the case, and it should not be allowed that in temporal matters a Bishop should be able to hold his Diocese at bay in this manner.

THE HISTORY OF THE FINAL SETTLEMENT OF THE CATHEDRAL LOT QUESTION.

The Parish of Trinity Church, Chicago, desiring to purchase from Mr. Beers part of the property which had been talked of as the site of the Bishop's Cathedral, the Rev. Mr. Pratt, the Rector of Trinity Church, was asked to see Bishop Whitehouse and learn from him the terms on which could be procured a release of the Cathedral lot. On the 20th day of June, 1860, Mr. Pratt asked of the Bishop the privilege of an interview. By appointment they met at Mr. Pratt's study. On opening the subject, the Bishop said that he did not know that such was the object of the interview, and he, therefore, would like a little time to reflect on the matter. He then went into a full history of the question relating to the property, its title, etc. Mr. Pratt knew nothing of it, save that there had been a mis-

understanding, and that the Bishop held the title to one lot, and that Trinity Church desired to purchase part of it of Mr. Beers, and that this could not be done till the Bishop had re-conveyed it to Mr. Beers.

The Bishop then began to show his claim to the property, and on his including lot three, or the residence lot, Mr. Pratt informed him that Mr. Beers did not admit—he expressly denied—that the Bishop had any claim to this, and asked only a re-conveyance of the Cathedral lot. The Bishop, however, insisted upon including the residence lot in a calculation which he desired Mr. Pratt to put down in writing, as he would dictate it. Mr. Pratt sat down, and taking his pen he made figures as the Bishop directed, and when he had done so he told him to add them up. He did so. He then directed him to divide the sum by two. He did so, and the quotient was ten thousand (\$10,000) dollars.

There, now, said the Bishop, that is my interest in the property, in addition to taxes, assessments and interest on them.

To which Mr. Pratt replied: "Well, Bishop, do you mean to say that you require the payment of that amount; because if you do there is no use of talking any more regarding the matter. Mr. Beers, I know, will not give so much."

The result of further discussion was, that in reply to the question as to whether he would take \$6,000," the Bishop said: "I will not make any agreement to that effect. If, however, \$6,000 and taxes are offered me, I will entertain the proposal."

Mr. Pratt said he would submit the matter to Mr. Beers.

On his leaving, the Bishop said: "Do not name \$6,000 to Mr. Beers at once; ask \$8,000, and perhaps he may offer \$7,000. I will expect you to get all you can for me."

To this Mr. Pratt answered: "I cannot ask Mr. Beers to give you any more than \$6,000." He then left and saw Mr. Beers.

During these interviews, Mr. Pratt asked the Bishop what he intended doing with the lot. He said he intended building on it. He had just had the offer of the stone from one gentleman, and of the plans from another, an architect, and of the services of another in the way of superintendence, and of \$1,000 from another, and that he would thus so far comply with the requirements of the deed as to bring himself within its limits.

To this Mr. Pratt answered: "If you do attempt to build on the lot, Bishop, you will be enjoined most surely, as Mr. Beers would resist any such move."

"Ah, well," said he, "if they do this it will only lengthen the time in which I have to build, in compliance with the conditions of the deed."

Mr. Beers very reluctantly, and with much feeling of indignation, at length assented to the payment of the \$6,000. Mr. Pratt informed the Bishop of Mr. Beers' determination, and a time was set for the drawing of the papers. The deed was drawn, and, before it was executed, it was submitted to Mr. Beers. The consideration named was one dollar. Mr. Beers objected to this. The Bishop said that it was a mere matter of form, but that he could not consent to receive the \$6,000 on the Cathedral lot, as that might give the matter the appearance of a *trust*, and he desired expressly to avoid this. He would not consent to receive the funds on the Cathedral lot—that Mr. Beers might consider the \$6,000 given to him on any ground he pleased, "love and affection," or any other basis. To which Mr. Beers very emphatically replied, "that he paid the \$6,000 for the deed of the Cathedral lot, and that he would not give him two cents for 'love and affection.'"

Mr. Beers consulted his attorney regarding the sufficiency of the consideration mentioned in the deed. He was, of course, assured that the one dollar conveyed the title as perfectly as the mention of \$6,000 would, and if it was a matter of impor-

tance to him to have the deed, he had better take it, and let the Bishop follow the dictates of his own conscience regarding the disposal he would make of the funds.

Mr. Beers returned to the Bishop and told him he would take the deed as it was. In order to avoid any question at the time of signing, Mr. Beers drew from his pocket a certified check for the \$6,000, and handing it to the Bishop, asked him if that would do, or if he would require the funds. The Bishop, examining the check, said it would do, and he put it into his pocket.

The next morning they met for the signing of the papers. The Bishop then, remarking to Mr. Beers that he believed this was a final adjustment of all the matters between them, asked him to sign the document, which I have given on pages 41 and 42 of this pamphlet, the clause in brackets, of course not yet in it.

Mr. Beers, at first supposing it merely to be a receipt in full, was willing to sign it; but on reading it, and finding it to be a declaration that he was receiving the \$6,000 for a release of the residence lot, indignantly declined doing so, on the ground of its being an *untruth*.

The Bishop then asked that the Rev'd Mr. Pratt should be called in, as he understood the whole matter.

Mr. Beers saw Mr. Pratt, and both went at once to the Bishop.

Mr. Pratt then stated, that he had never intimated that Mr. Beers would pay the \$6,000, or any part of it, on the residence lot; that he had throughout declared that Mr. Beers did not consider the Bishop had any claim to that lot, and that he did not ask any release of it.

Mr. Pratt, at this stage of the proceedings, proposed, that in order to make it at all possible for Mr. Beers to sign the paper, the clause which I have given in brackets, should be inserted. The attorney, on the Bishop asking how that would do, said it

would defeat the very purpose the Bishop had in view. "How so?" asked the Bishop. To which the attorney replied, "By rendering it debatable as to which lot you receive the money on, leaving it open to construction, and giving room for a claim on you for the funds."

Then said the Bishop, "I will not consent to the interpolation."

"Well, Bishop," said Mr. Beers, "it appears we cannot trade, please hand me back my check."

To which the Bishop replied, "Well, sir, I will arrange that with you."

Mr. Beers says he was at once convinced that the money had been drawn on the check.

Time was then given for consultation and reflection; and another meeting was appointed. During the interval, Mr. Beers went to the bank, and meeting Stiles Burton and Jno. H. Kinzie, Esquires, at the bank, he asked them to witness his question, and in reply to his application to the teller, he was informed that Bishop Whitehouse had had the check of Mr. Beers, of \$6,000, cashed.

So that, before the deed was executed, and while Mr. Beers was protesting against signing a paper, the execution of which the Bishop was making a condition precedent to the making and delivery of the deed, the *check was cashed*.

This circumstance is mentioned here, not insinuating that Bishop Whitehouse *intended* any wrong, but to show the avidity with which he receives *money*, and to show the aptness of the man in *pecuniary* matters.

Why such haste to cash the check? It was certified, and would not have spoiled by keeping.

Reference was finally made to the Hon. Jno. M. Wilson, who decided, after hearing the statements of the Bishop and the Rev. Mr. Pratt regarding the contract in relation to the lots between the former for himself, and the latter in behalf of

Mr. Beers, that the recital in the memorandum of agreement between the Bishop and Mr. Beers was not a *correct statement of facts*, and proposed that it should be changed so as to recite the giving of the deed of lot two as well as the agreement regarding lot three, and that the body of the agreement be changed to correspond with the recital.

To this the Bishop objected.

Mr. Pratt then stated that he had before proposed to alter the body of the agreement by inserting certain clauses, the purport of which he stated; and which Judge Wilson now understands to have been the same in substance, if not verbatim, as those already given in brackets.

The Bishop at length assented to the insertion of the clause which had been proposed by Mr. Pratt.

During these interviews, the Bishop stated expressly to Mr. Pratt that he considered the proceeds of any adjustment of this matter as much his as any property he had on earth, and that he was by no means sure as to whether he would use the funds *to pay his back salary*, or to build a church; and yet in his Circular issued just after the Convention, he says he *always* intended them to be applied to the purpose of building a Bishop's Church.

The parties then, Mr. Beers not having gone with the Bishop and Mr. Pratt to Judge Wilson's, but having gone to bank during the interval, convened at the Notary's office during the afternoon, and the papers were signed and the matter closed.

The negotiations began on the 20th and closed the 22nd of June, 1860. The Bishop using all the time in counselling and planning to avoid the appearance of the trust, which he announced to the Convention he *all the while*, from the first, intended to observe.

For evidence of the correctness of this "History of the Final Settlement," I refer to the Certificate on the next page.

CERTIFICATE.

We have read the proof-sheets of the foregoing "History of the Final Settlement of the Cathedral Lot Question," as given by MR. KERFOOT, and we pronounce it correct so far as we were connected with the same, and were present at the interviews therein named.

JAMES PRATT,

Rector of Trinity Church, Chicago.

CYRENIUS BEERS.

JOHN M. WILSON.

CHICAGO; NOVEMBER 1860.

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