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REPORT

OF SOME OF THE PROCEEDINGS

IN THE CASE OF

OLIVER EARLE AND OTHERS, IN EQUITY,

AGAINST

WILLIAM WOOD AND OTHERS ;

IN

THE SUPREME JUDICIAL COURT OF THE COMMONWEALTH
OF MASSACHUSETTS ;

INCLUDING

THE OPINION OF THE COURT,

AS PRONOUNCED BY

HON. LEMUEL SHAW, C. J.,

INVOLVING

QUESTIONS BROUGHT INTO CONTROVERSY, BY A SEPARATION IN THE
SOCIETY OF FRIENDS IN NEW ENGLAND, IN 1845.

PREPARED UNDER THE ADVICE OF THE COMPLAINANTS' COUNSEL,

BY

SIDNEY C. BANCROFT,

COUNSELLOR AT LAW.

BOSTON :
LITTLE, BROWN AND COMPANY.
1855.

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CAMBRIDGE:
ALLEN AND FARNHAM, PRINTERS.

P R E F A C E .

THE object of the present publication is to preserve in a convenient form, some of the more important and interesting proceedings, on the side of the party prevailing in the case of *Earle et als. v. Wood et als.*; and to exhibit the opinion of the Court in a form more accessible to the general reader than that of the judicial reports.

The Bill in this case was filed at the April Term of the Court in the year 1845, and in the following November the pleadings were completed. Commissions were subsequently issued for taking depositions ; and evidence was, from time to time, up to October, 1849, taken in writing, which, being printed for the use of the Court, occupied two octavo volumes (one for each party) of nearly four hundred pages each.

The evidence being so voluminous, we think it altogether inexpedient to attempt its publication in this work ; though it will be seen that copious references are made to it in the arguments of the counsel.

The principal object of this suit is to have the Respondents, William Wood, Palmer Chace, Miller Chace, William Slade, Seneca Lincoln, and Philip Tripp, who claimed to be Overseers of Swanzey Monthly Meeting, restrained by injunction of the Court, from further prosecuting the action at law to recover the lot of land on which Friends' Meeting-house in

Fall River stands, which they had previously instituted against the Complainants. Another object is to have the Respondents, heirs at law of Jonathan Chace, Benjamin Slade, and Reuben Chace, original grantees in the deed of Elizabeth S. Danforth, dated in 1821, under which the lands in question are claimed for the use of the Society of Friends, decreed to convey the legal title of the lot of land in question, to the Complainants, in their alleged capacity of Overseers of Swanzey Monthly Meeting.

It may be well to insert here an authentic statement of the original action, as abstracted from the records of the Court, brought against the Complainants by William Wood, Palmer Chace, Miller Chace, William Slade, Seneca Lincoln, and Philip Tripp, claiming to be Overseers of Swanzey Monthly Meeting, against the Complainants. It is as follows :—

Commonwealth of Massachusetts.

BRISTOL, ss. At the Supreme Judicial Court, begun and holden at Taunton, within and for said County of Bristol, on the third Tuesday of April, in the year of our Lord one thousand eight hundred and fifty-three.

William Wood, Palmer Chace, and Miller Chace of Fall River, in said county, yeomen, William Slade of Somerset, in said county, yeoman, Seneca Lincoln of Norton, in said county, yeoman, and Philip Tripp of Freetown, in said county, yeoman, in their corporate capacity as Overseers of the Swanzey Monthly Meeting of Friends in said county, plaintiffs, *v.* Edmund Chace and Jonathan Freeborn, both of Fall River in said county, yeomen, Oliver Earle and Simpson Buffinton, both of Swanzey, in said county, yeomen, and David Shove and Theophilus Shove, both of Berkley, in said

PREFACE.

county, yeomen, defendants. In a plea of land, wherein the said William Wood, Palmer Chace, Miller Chace, William Slade, Seneca Lincoln, and Philip Tripp, in their said capacity, demand of the said Edmund Chace, Jonathan Freeborn, Oliver Earle, Simpson Buffinton, David Shove, and Theophilus Shove, seizin and possession of the lands and tenements following, with their appurtenances, that is to say, a parcel of land situated in said Fall River, containing ninety rods, and bounded, beginning at the south-west corner thereof, at the north-west corner of land of David Anthony and others, on Main street, and running thence easterly by said Anthony's land, fifteen rods; thence northerly, on a line parallel with said street, six rods to a stake; thence westerly by the land of Abraham Allen and others, fifteen rods to said street; thence southerly by said street, six rods to the bounds first mentioned, together with the meeting-house of said Monthly Meeting and other buildings thereon standing. Whereupon the defendants say, they were seized of the demanded premises, with the appurtenances in their said capacity, in their demesne as of fee, within twenty years now last past, and ought still to be in the peaceable possession thereof. Yet the said Edmund Chace, Jonathan Freeborn, Oliver Earle, Simpson Buffinton, David Shove, and Theophilus Shove, have entered into the demanded premises and disseized the demandants thereof, unjustly and without judgment. To the damage of the said demandants as they say, the sum of ten thousand dollars.

This action was entered at the April Term, A. D. 1845, and from thence continued from Court to Court to this Term. Now after a full hearing, it is ordered by the Court, that the plaintiffs be enjoined from further prosecuting their suit.

JAS. SPROAT, *Clerk.*

True copy of record,

Attest,

JAS. SPROAT, *Clerk.*

The writ in the above action is dated February, 19, 1845, and is made returnable on the 3d Tuesday of April, 1845, as appears from the record. We mention these facts so that the reader may understand that the responsibility of originating the litigation between the parties, rests upon the Respondents.

S. C. B.

SALEM, March 1st, 1851.

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OLIVER EARLE AND OTHERS

AGAINST

WILLIAM WOOD AND OTHERS.

IN EQUITY.

BEFORE

THE HON. LEMUEL SHAW, CHIEF-JUSTICE.

THE HON. CHARLES A. DEWEY,

THE HON. THERON METCALF,

THE HON. GEORGE T. BIGELOW,

} ASSOCIATE JUSTICES.

RUFUS CHOATE, ESQ., } *Of Counsel for the Complainants.*
OTIS P. LORD, ESQ., }

GEORGE WOOD, ESQ., OF N. Y., } *Of Counsel for the Respondents.*
T. D. ELLIOTT, ESQ., }

COMPLAINANTS' AMENDED BILL.

*To the Honorable the Justices of the Supreme Judicial Court,
holden at Taunton, within and for the County of Bristol.*

Humbly complaining, show unto your Honors, Oliver Earle and Simpson Buffington, of Swanzey, Theophilus Shove and David Shove, of Berkley, and Jonathan Freeborn and Edmund Chace, of Fall River, all in the said County of Bristol, yeomen, as they are the overseers of the Swanzey Monthly Meeting of the people called Friends, or Quakers, and in that capacity, a body corporate for the purpose of taking and holding in suc-

cession all grants and donations of real or personal estate made to the use of such Meeting, or to the use of any preparative Meeting belonging thereto, and to alien or manage such real or personal estate, according to the terms and conditions of the grants and donations, and to prosecute and defend in any action touching the same, that heretofore, on or about the day of July, in the year of our Lord one thousand eight hundred and twenty-one, Elizabeth S. Danforth, then of Dorchester, in the county of Norfolk, widow, by deed under her hand and seal, of that date, duly acknowledged and recorded, did convey unto Jonathan Chace, Benjamin Slade, and Reuben Chace, all of Swanzey, in the said county of Bristol, and their heirs and assigns, a certain tract or parcel of land in the said deed, particularly described, to a true copy of which said deed hereto annexed, the said complainants crave leave to refer as a part of this bill, and in and by the said deed, it was declared and plainly set forth, that the consideration of the said deed was paid by the said grantees to the said grantor, for and in behalf of the Monthly Meeting of the people called Quakers, known by the name of the Swanzey Monthly Meeting, that the said conveyance was made to the said grantees, in trust for the said Monthly Meeting at Swanzey, or such other Monthly or Quarterly Meeting as the Meeting of the said people called Quakers, at Swanzey aforesaid, for the time being, shall or may belong to, being in unity with the Yearly Meeting for New England, the intent and purpose of the said grantees, and of those by and in behalf of whom the said consideration money was contributed and paid, being to acquire the said lands for the site of a meeting-house, for the use of the Swanzey Monthly Meeting, in unity with the Yearly Meeting for New England.

And your complainants further show, that after the said lands had been conveyed as aforesaid, a sum of money was raised by subscription among the members of the Rhode Island Quarterly Meeting, being the Quarterly Meeting to which the said Swanzey Monthly Meeting, by the usages and discipline of the said people called Quakers, belonged and was subordinate, which said Quarterly and Monthly Meeting then

were in unity with the Yearly Meeting of the said people for New England, for the erection of a meeting-house on the said land; and the meeting-house was erected for the use of the people of the said Swanzey Monthly Meeting, in unity with the said Yearly Meeting for New England, and afterwards, it being found the said meeting-house was not sufficient for the convenient accommodation of the said Monthly Meeting, a further sum of money was raised by contributions among and by the members of the said Monthly Meeting, in unity with the said Yearly Meeting and Quarterly Meeting, and the said meeting-house was sold, and the proceeds of such sale, and the sum contributed as last aforesaid, were applied to the erection of another and larger meeting-house on the same land, for the use of the people of the said Monthly Meeting, in unity with the said Yearly Meeting for New England.

And your complainants further show unto your Honors, that the said people of the said Monthly Meeting, in unity with the said Yearly Meeting, continued to enjoy the use of the said meeting-house undisturbed and unquestioned, except as hereinafter mentioned; and your complainants further show unto your Honors, that the said Jonathan Chace, Benjamin Slade, and Reuben Chace, have all deceased, leaving the following named children and grandchildren, some of them being under coverture, as is hereinafter mentioned, namely, Abner Slade, of Swanzey aforesaid, Elizabeth Shove, of Fall River aforesaid, widow, Hannah Earle, the wife of Oliver Earle, of said Swanzey, Susan S. Gifford, the wife of Lilly Gifford, of said Swanzey, Content S. Earle, the wife of Weston Earle, of Dighton, in said county, Ruth B. Buffington, the wife of Moses Buffington, of said Swanzey, Phebe Chace, the wife of the said Edmund Chace, one of the said complainants, Rebeccah Shove, the wife of Abraham Shove, of Somerset, in said county of Bristol, heirs of the said Benjamin Slade, Philip Chace, of said Swanzey, Israel Chace, of Westport, in said county of Bristol, Levi Chace, late of said Swanzey, but now resident in the State of Illinois, Mary Buffum, wife of William Buffum of Salem, in the county of Essex, and Sibbel Buffum, wife of Edward Buffum, of said Salem, to whom and one

Sarah Anthony, and one Martha Chace, who are since deceased, the said Jonathan Chace devised by his last will, so much of the legal title in said land as was vested in him by the said deed thereof, and who are heirs at law of said Martha Chace, and to whom five sevenths parts of the legal title which was devised as aforesaid to said Martha descended, and Jonathan C. Anthony, of said Swanzey, Mary B. Slade, wife of Levi Slade, of said Somerset, Sarah C. Borden, wife of John H. Borden, of Tiverton, in the State of Rhode Island, etc., Gardner C. Anthony, of said Fall River, Daniel C. Anthony, of Providence, in said State of Rhode Island, Elizabeth S. Millard, wife of Ellery Millard, of said Providence, to whose mother the said Sarah Anthony, one seventh part of all the legal title in the estate aforesaid, which was vested in said Jonathan Chace, was devised by him as aforesaid, and from said Sarah Anthony, the same, together with one seventh part of all the legal title aforesaid, which was devised by said Jonathan Chace to said Martha Chace, descended, and Ira Hallowell Chace, of the city and State of New York, to whom one seventh part of all the legal title to said estate, which was devised as aforesaid by said Jonathan Chace to said Martha Chace, descended, and John B. Chace, of Taunton aforesaid, unto whose grandmother the said Reuben Chace devised by his last will, so much of the said legal title as was vested in him by the said deed; from such devisee, the same descended to her only son and heir, named John B. Chace, and from him the same descended to the said John B. Chace, his only son and heir, and all the said persons on whom the said legal title has descended or been devised as aforesaid, and the said husbands of those who are under coverture, as aforesaid, excepting the said Edmund Chace and Oliver Earle, who are plaintiffs herein, are made parties defendant hereto: and your complainants further show unto your Honors, that heretofore, namely, on or about the 26th day of August, now last past, your complainants were duly appointed overseers of the said Swanzey Monthly Meeting, and in that capacity are, by the laws of this Commonwealth, a body corporate, for the purposes heretofore set forth, and in such capacity, ought justly to

have and hold the legal title to the said lands, in trust for the people of the said Swanzey Monthly Meeting, in unity with the said Yearly Meeting for New England. And your complainants further show unto your Honors, that in and by the said deed, it is covenanted and declared, that for the more effectual execution of the trusts declared by the said deed, the said grantees and their heirs, and each of them, shall and should at any time thereafter, upon the request and at the cost of the said Monthly Meeting, or such other Monthly or Quarterly Meeting, as the Meeting of the said people at Swanzey, for the time being, shall or may belong to, being in unity with the Yearly Meeting for New England, or of any person or persons they may appoint in this respect, execute such further deed for the more effectual conveyance and assigning of the said lands for the uses and purposes of the said people, called Quakers, as by the said Yearly or Quarterly, or Monthly Meeting, or their or either of their committees may be devised, advised, or required. And your complainants further show unto your Honors, that the heirs of the said Jonathan Chace, Benjamin Slade, and Reuben Chace, have been directed and required by the said Monthly Meeting, and also by a committee of the said Yearly Meeting, duly authorized therefor, at the expense of the said Monthly Meeting, to convey the said legal title to your complainants, and your complainants well hoped that the said heirs would have complied with such request and direction.

But now so it is, may it please your Honors, that the said heirs refused to comply with such request, declaring that they know not who are the true overseers of the said Swanzey Monthly Meeting; that William Wood, Palmer Chace, and Miller Chace, of Fall River, in the said county of Bristol, yeomen, Seneca Lincoln, of Norton, in the said county, yeoman, and Philip Tripp, of Freetown, in the said county, yeoman, and William Slade, of Somerset, in said county, yeoman, defendants hereinafter named, pretend to be the overseers of the said Monthly Meeting, and entitled to receive and hold the legal title to the said lands, and that the said last-named persons claiming to act in the capacity of overseers of the said

Monthly Meeting, have instituted a suit at law against your complainants, returnable into this Honorable Court, next to be holden at Taunton, within and for the county of Bristol, on the fourth Tuesday of April, now current, wherein they demand of your complainants the said lands, and seek to recover the same. But your complainants charge that the said action at law is not brought against your complainants in their said corporate or official capacity; that your complainants, in their private capacities, neither claim nor hold any legal title in or to the said lands; that the said action at law cannot and will not raise or settle any matter really in contestation between the said parties; that the said plaintiffs in the said action are not the overseers of the Meeting of people, called the Swanzey Monthly Meeting, nor are they overseers of any Monthly Meeting of the said people, in unity with the said Quarterly or Yearly Meeting, nor are they or either of them in unity with the said Quarterly or Yearly Meeting, nor are they or either of them competent, by the terms of the said deed, nor according to its true meaning and effect, to hold the same lands, or execute the same trust, nor ought they or any or either of them to be permitted to acquire or hold the legal title to the said lands, but the same ought justly to be conveyed to the complainants, and be by them held in trust for the Swanzey Monthly Meeting of people called Quakers, in unity with the said Yearly Meeting for New England.

To the end, therefore, that the complainants may have that relief which they can only obtain in a court of equity, and that the said defendants may answer the premises, but not upon oath or affirmation, the benefit whereof is expressly waived by the complainants, and that the said defendants, who are plaintiffs as aforesaid in the said action at law, may be perpetually enjoined from further prosecuting the same, and that it may be declared that the said lands are charged with a trust in favor of, and ought to be held for, the use and benefit of the Swanzey Monthly Meeting of people called Quakers, in unity with the said Yearly Meeting for New England, and that the said defendants, or so many and such of them as shall appear to have the legal title to the said lands, may be decreed to

convey such legal title, free of all incumbrances done or suffered by them, or any or either of them unto your complainants, in their said capacity, to hold to them and their successors in their said office upon the trusts aforesaid, and for such further or other relief as the nature of this case may require, and to your Honors seem meet :

May it please your Honors to grant unto your complainants not only a writ of Injunction directed to the said William Wood, Palmer Chace, Miller Chace, Seneca Lincoln, and Philip Tripp, and William Slade, enjoining them and each of them, their and each of their solicitors, attorneys, and agents, from further prosecuting the said action at law, but also a writ of Subpœna, directed to each of the said defendants, and commanding each of them upon a certain day, and under a certain pain, to appear before your Honors and answer this bill, and do and receive what to your Honors shall seem meet in the premises.

B. R. CURTIS, *of Counsel for Plaintiffs.*

Deed. — Elizabeth S. Danforth to Jonathan Chace and Others.

(COPY.)

Know all men by these presents, That I, Elizabeth S. Danforth, of Dorchester, in the County of Norfolk and State of Massachusetts, widow, in consideration of two hundred and twenty-five dollars, received to full satisfaction of Jonathan Chace, Benjamin Slade, and Reuben Chace, of Swanzey, all in the County of Bristol and State aforesaid, for and in behalf of the Monthly Meeting of the people called Quakers, known by the name of Swanzey Monthly Meeting, have given, granted, bargained, and sold, and do, by these presents, give, grant, bargain, sell, alién, and fully, freely, and absolutely convey and confirm, unto them, the said George Shove, Jonathan Chace, Benjamin Slade, and Reuben Chace, their heirs and assigns, to and for the uses, intents, and purposes of the people called Quakers, forever, as set forth for the more effectual government thereof, in the covenanting clauses, by the said grantees,

as hereafter expressed — a certain lot or piece of land, situate in Troy, in the aforesaid County of Bristol, and bounded as follows:—Beginning at the south-west corner of said lot, by the highway that leads from Tiverton to Taunton, and land of Eben Slade — thence running easterly, by said Eben Slade's land, fifteen rods — thence northerly by a line parallel with the aforesaid highway, six rods, to a stake — thence westerly, on a line parallel with the said Eben Slade's north line, fifteen rods to the highway — thence, by said highway, six rods, to the first-mentioned bounds — containing ninety square rods.

To have and to hold the said granted and bargained premises, together with all their appurtenances, unto them, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, as feoffees, in trust for the said people, their heirs and assigns forever. And I, the said Elizabeth S. Danforth, for myself, heirs, executors, and administrators, do covenant and engage the above-demised premises, to them, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, as well as the said people, their heirs and assigns — against the lawful claims and demands of any person or persons whatsoever, forever hereafter, to warrant, secure, and defend by these presents. And we, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, do acknowledge the aforesaid trust, and hereby covenant and declare, that the true intent and meaning of these presents are, that we, nor our heirs, nor either of us, nor them, shall make any claim or demand of, on, or to, the granted trust and premises in our own right, or for our own use, and for the more effectual executing and full performance of said trust, that we, and our heirs, and each of us and them, shall, at any time hereafter, upon the request, and at the cost and charge of the said Meeting, or such other Monthly or Quarterly Meeting as the Meeting of said people at Swanzey, for the time being, shall or may belong to, being in unity with the Yearly Meeting for New England, or of any person or persons they may appoint, in this respect, make, do, and execute such further act and deed or devise whatever, for the more effectual conveyance and assigning of the said lot of ground with its appurtenances, to and for the uses and purposes of the said

people called Quakers, as by the said Yearly, Quarterly, or Monthly Meeting, or their or either of their committees may be devised, advised, and required. And we, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, do hereby further covenant and declare, that it is the true intent and meaning of the conveyance to us as aforesaid, that we nor either of us, nor either of our heirs succeeding us in this trust, who shall be declared by the Yearly, Quarterly, or Monthly Meeting, to which he or they shall or may belong, to be out of unity or church fellowship with them, shall be capable of executing this trust or stand seized thereof, or of holding any right or interest whatever in the granted premises, whilst he or they shall so remain out of unity with the said people, but in all such cases, and also when any of us, or our heirs succeeding us in this trust shall depart this life, it shall and may be the right of the clerks of said Monthly, Quarterly, or Yearly Meeting for the time being, or either of them, to enter into the said trusts, in behalf and for the use of said people, and hold the same in as full and ample a manner as we shall or may after the execution of these presents. We, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, for ourselves, our heirs and assigns, hereby quitclaiming, releasing, and conveying to the said clerks for the time being, or either of them, in case of our being declared out of unity, or dying as aforesaid, all right, title, interest, property, and demand whatsoever, in and to the aforesaid trust and granted premises, to the end that they either convey the same to such others as the Meeting may appoint, or to hold the same as feoffees in trust for the people called Quakers, in unity with the Yearly Meeting for New England, as the said Monthly, Quarterly, or Yearly Meeting may, at any time hereafter, direct and require.

In witness whereof, the said Elizabeth S. Danforth, Jonathan Chace, Benjamin Slade, and Reuben Chace, the covenanting parties to these presents, hereunto set their hands and affixed their seals, this day of the seventh month, in the year of our Lord one thousand eight hundred and twenty-one.

DEFENDANTS' ANSWER.

Bristol, ss. Supreme Judicial Court, April Term, 1845. In the case of OLIVER EARLE ET AL., Plaintiffs in Equity, WILLIAM WOOD ET AL., Defendants.

Answer of William Wood, Palmer Chace, Miller Chace, Seneca Lincoln, Philip Tripp, and William Slade, Defendants to the Plaintiffs' Bill.

These defendants, protesting and declaring that this Court have no jurisdiction in equity on the subject-matter of said bill, but that the plaintiffs have a full, complete, and adequate remedy at law, in respect to all the matters and things therein contained, — nevertheless, for answer to said bill, so far as they are advised to make answer thereto, these defendants answering say, that they do not admit but deny that the plaintiffs are overseers of the Swanzey Monthly Meeting of the people called Friends or Quakers, and in that capacity a body corporate for the purposes mentioned in said bill; that they admit and aver that, at the time mentioned in said bill, Elizabeth S. Danforth, by her deed of that date, duly acknowledged and recorded, conveyed to Jonathan Chace, Benjamin Slade, and Reuben Chace, a lot of land therein described, for the purposes therein mentioned, a copy of which said deed, for greater certainty, is hereto annexed and marked A, and which these defendants make a part of this their answer; and the said lot of land was conveyed to said Jonathan, Benjamin, and Reuben, and to their heirs and assigns to and for the uses,

intents, and purposes mentioned in said deed, and on the special trusts and with the covenants therein mentioned and declared, and no other, and which said trusts were then accepted and declared by said Jonathan, Benjamin, and Reuben, who then also signed and sealed said deed, and entered into the covenants therein mentioned; and the title to said lot of land thereby became vested in the overseers of the Swanzey Monthly Meeting of the people called Friends or Quakers and their successors, who erected thereon a meeting-house for the use of said Monthly Meeting, and that said Meeting enjoyed the same as in said bill mentioned. And these defendants, further answering say, that said Jonathan, Benjamin, and Reuben, afterwards deceased, and for aught these defendants know or believe, left heirs at law as in said bill mentioned, but these defendants say, that the heirs at law of said Jonathan, Benjamin, and Reuben, whoever they may be, have no title or interest whatever in said land and meeting-house, nor have they or any of them ever made any claim thereto, but that the title thereto, both legal and equitable, is fully vested in these defendants, as herein and hereafter declared, and that this Court have no jurisdiction in equity, by any decree upon the plaintiffs' bill of complaint, to compel the heirs at law of said Jonathan, Benjamin, and Reuben, or any of them, whoever they may be, to convey said land and house as prayed for in the plaintiffs' said bill.

And these defendants aver and say, that said Jonathan, Benjamin, and Reuben, received the said lot of land, and held said meeting-house as feoffees in trust for and in behalf of the Monthly Meeting of the people called Quakers, known by the name of the "Swanzey Monthly Meeting," and in and by said deed, also acknowledged and declared their trust as in said deed mentioned, and in and by said deed they covenanted, that "neither they nor their heirs, nor either of them, should make any claim or demand of, on, or to, the granted trust and premises, in their own right or for their own use," and that "when any of them or their heirs succeeding them in that trust should depart this life, it should and might be the right of the clerks of the said Monthly Meeting for the time being,

or either of them, to enter into said trust in behalf and for the use of said people, and hold the same in as full and ample a manner as they should or might, after execution of said deed ; and thereby quitclaimed and released to said clerks for the time being, and each of them, in case of their dying as aforesaid, all right, title, interest, property, and demand in and to the aforesaid trust and granted premises.

And these defendants further answering say, that upon the execution of the deed aforesaid in manner aforesaid, the overseers of the Swanzey Monthly Meeting, being a body corporate for that purpose by law, took and held in succession the land aforesaid, and when a meeting-house was afterwards built thereon, continued to hold the same and said meeting-house for the use of said Meeting up to the time of the filing of the plaintiffs' bill.

And these defendants further answering say, that they do not admit but deny, that the plaintiffs were duly appointed overseers of said Meeting at the time mentioned in said bill, and deny that they are a corporate body, in manner set forth in said bill ; and deny that they are entitled to hold said land and meeting-house, as in said bill mentioned. But these defendants affirm and say, that they themselves are the overseers of said Monthly Meeting, having been duly appointed such on the twenty-sixth day of August, (except Philip Tripp who was appointed the month following,) one thousand eight hundred and forty-four, and then accepted said appointment.

And these defendants further answering say, that in pursuance of the provisions, declarations, covenants, and trusts, in said deed mentioned, Thomas Wilbour, being then clerk of said Monthly Meeting, did enter into said trust in behalf and for the use of said people, and held the same in as full and ample a manner as said Jonathan, Benjamin, and Reuben, held the same, and did, on the twenty-sixth day of August, one thousand eight hundred and forty-four, by his deed of that date, duly executed and acknowledged and recorded, convey to these defendants, except the said Philip Tripp, as overseers as aforesaid, the land and house aforesaid, in pursuance of the appointment and direction of said Monthly Meeting, and the

provisions and covenants and trusts aforesaid,—a copy of which said deed, for greater certainty, is hereto annexed, and marked B. By virtue of which last-mentioned deed, and the deed first above mentioned, these defendants now hold said lot of land and house, as a corporation, for the uses and trusts and purposes in said deeds mentioned.

And these defendants further answering say, that the plaintiffs have interrupted them in the possession of said meeting-house, and in fact dispossessed them thereof; and that in order to have and hold the same in pursuance of said deeds, and the trusts and uses therein mentioned, these defendants have instituted a suit at law against said plaintiffs, returnable to this Court at the time mentioned in said writ, wherein they demand of the plaintiffs said lot of land and meeting-house, and seek to recover the same, as overseers as aforesaid, and for the uses aforesaid, and that they may duly execute the trusts aforesaid; and they wholly deny the corporate capacity of the plaintiffs in this behalf, to have or to hold said land or house, or any interest whatever therein.

And these defendants further answering say, that they are in all respects competent to hold said land and house, as overseers of said Monthly Meeting as aforesaid, and to execute the trusts in said deeds mentioned, and in manner therein mentioned; that they and said Monthly Meeting are in unity with the Quarterly and Yearly Meetings of the said people, called Friends or Quakers, mentioned in said deeds, and that they are entitled by law to prosecute said suit to final judgment, and there is no equity to enjoin them not to do so; and that the trial of said action will fully settle all matters in controversy or contestation between the parties to said bill.

Wherefore they pray that they may not be so enjoined, but that they may be permitted to prosecute said action to final judgment, and that they may be hence dismissed, and paid their reasonable costs in this behalf most unjustly sustained.

WILLIAM WOOD,
PALMER CHACE,
MILLER CHACE,

WILLIAM SLADE,
PHILIP TRIPP,
SENECA LINCOLN.

Bristol, April 23, 1845. Personally appeared William Wood, Palmer Chace, Miller Chace, and William Slade, being of the denomination of the people called Quakers or Friends, solemnly affirmed and declared that the facts and allegations contained in the foregoing answer, are, to the best of their knowledge and belief, true.

Before me,

JOSEPH E. READ, *Just. Peace.*

Bristol, ss. April 24, 1845. Personally appeared Philip Tripp and Seneca Lincoln, being of the denomination of the people called Quakers or Friends, and solemnly affirmed and declared that the facts and allegations contained in the foregoing answer by them signed, are, to the best of their knowledge and belief, true.

Before me,

H. G. O. COLBY, *Just. Peace.*

[Here follows a copy of the deed of Elizabeth Danforth to Jonathan Chace and others, but as it corresponds with the copy annexed to the complainants' bill, it is unnecessary to repeat it.]

Deed. — Thomas Wilbour to William Slade and others.

[B.]

Know all men by these presents, that I, Thomas Wilbour, of Fall River, in the county of Bristol and Commonwealth of Massachusetts, clerk of the Swanzey Monthly Meeting of Friends, in consideration of one dollar, to me paid by William Slade, of Somerset, Miller Chace, Palmer Chace, and William Wood, of Fall River, and Seneca Lincoln, of Norton, all in the county and Commonwealth aforesaid, overseers of the said Swanzea Monthly Meeting of Friends, the receipt whereof I do hereby acknowledge, do hereby give, grant, sell, and convey unto the said William Slade, Miller Chace, Palmer Chace, William Wood, and Seneca Lincoln, overseers as aforesaid, and to their successors in office, a certain lot of land, situate

in said Fall River, and bounded as follows, namely: Beginning at the south-west corner of said lot, at the north-west corner of land of David Anthony and others on Main street, and running from thence easterly by said Anthony's land, fifteen rods, thence running northerly on line parallel with the aforesaid street, six rods to a stake, thence running westerly by land of Abraham Allen and others, fifteen rods to the street aforesaid, thence running southerly by said street, six rods to the first-mentioned bounds, — containing ninety rods, together with the meeting-house and other buildings standing on said lot.

Said premises to be held in trust by the said William, Palmer, Miller, and William and Seneca, and their successors in office, for the use and benefit of said Swanzey Monthly Meeting of Friends. For further particulars, reference may be had to the deed from Elizabeth S. Danforth to Benjamin Slade and others, trustees of said Meeting, and also a deed from Harvey Chace to Fall River Preparative Meeting. To have and to hold the aforegranted premises to the said William Wood, William Slade, Miller Chace, Palmer Chace, and Seneca Lincoln, their successors and assigns, to the use and behoof of said Swanzey Monthly Meeting of Friends, forever. And I, the said Thomas Wilbour, in my capacity of clerk as aforesaid, for myself and my successors in office, do covenant with the said William Slade, Miller Chace, Palmer Chace, Seneca Lincoln, and William Wood, and their successors in office, that said Meeting is lawfully seized in fee of the aforegranted premises; that they are free of all incumbrances; that I am duly authorized to dispose of said premises in manner as aforesaid. That I have good right to sell and convey the same to the said William, Miller, Palmer, Seneca, and William Wood, for the purposes aforesaid, and that I will warrant and defend the same premises to the said William, Miller, Palmer, Seneca, and William Wood, and their successors in office forever, against the lawful claims and demands of all persons.

In witness whereof, I, the said Thomas Wilbour, in my said

capacity of clerk, being duly authorized and empowered herein, have hereunto set my hand and seal, this twenty-sixth day of the eighth month, in the year of our Lord one thousand eight hundred and forty-four.

THOMAS WILBOUR, [L. S.]

Signed, sealed, and delivered,
in presence of us,

James Ford,
Nathan Buffington.

Bristol, ss. August 26, 1844. Then the above-named Thomas Wilbour acknowledged the foregoing instrument to be his free act and deed. Before me,

JAMES FORD, *Just. Peace.*

Filed, June 10, 1845.

COMPLAINANTS' SUPPLEMENTAL BILL.

To the Honorable the Justices of the Supreme Judicial Court, to be holden at Plymouth, in the County of Plymouth, for the Counties of Bristol, Plymouth, Barnstable, and Duke's County, on the fourth Tuesday next after the fourth Tuesday of September, in the year of our Lord eighteen hundred and forty-five, and at Taunton and New Bedford, within and for the County of Bristol.

THE Supplemental Bill of Complaint of Oliver Earle and Simpson Buffington, of Swanzey, Theophilus Shove and David Shove, of Berkley, and Jonathan Freeborn and Edmund Chace, of Fall River, all in the said county of Bristol, respectfully shows: that heretofore, on or about the 24th day of April, now last past, the complainants exhibited their bill of complaint to this Honorable Court, then sitting at Taunton, within and for the said county of Bristol, wherein among other things it was stated, that the complainants were (as they still are) the overseers of the Swanzey Monthly Meeting, of the people called Friends or Quakers, and in that capacity, a body politic or corporate, for the purpose of taking and holding in succession all grants and donations of real or personal property made to the use of such Meeting, and to alien or manage such estate according to the terms and conditions of the grants and donations, and to prosecute and defend in any action touching the same.

That on or about the day of July, A. D. eighteen hundred

and twenty-one, one Elizabeth S. Danforth, by a deed of that date, conveyed certain lands in the same deed described, unto Jonathan Chace, Benjamin Slade, and Reuben Chace, in fee-simple, in trust for the said Monthly Meeting, or such other Monthly or Quarterly Meeting as the Meeting of the said people called Quakers, at Swanzey aforesaid, for the time being shall or may belong to, being in unity with the Yearly Meeting of the said people for New England, and that the intent and purpose of the said deed was, among other things, to declare such trusts as would vest the beneficial interest in the said lands in the said people, who were members of some Meeting in unity with the Yearly Meeting for New England.

And the said original bill doth further state, that the said Jonathan Chace, Benjamin Slade, and Reuben Chace, have all deceased, and the legal title to the said lands has descended to, and become vested in, their heirs at law, who are made parties defendant to the said original bill.

And the said original bill further states, that in and by the said deed of conveyance, it is declared and provided, that for the more effectual execution of the trusts therein declared, the said grantees and their heirs, and each of them, shall and should at any time thereafter, at the request and cost of the said Swanzey Monthly Meeting, or such other Monthly or Quarterly Meeting as the Meeting of the said people at Swanzey, for the time being, shall or may belong to, being in unity with the Yearly Meeting for New England, or of any person or persons they may appoint in this respect, execute such further deed for the more effectual execution of the said trusts, as by the said Yearly, Quarterly, or Monthly Meeting, or their or either of their committees may be devised, advised, and required, and that the said heirs at law have, by the said Monthly Meeting, and also by a committee of the said Yearly Meeting, duly authorized thereto, been required, at the expense of the said Monthly Meeting, to convey the said legal title to the complainants.

And the said original bill further shows, that William Wood, Palmer Chace, Miller Chace, Seneca Lincoln, Philip Tripp, and William Slade, defendants named therein, pretend

to be the overseers of the said Swanzey Monthly Meeting, and to be entitled in such capacity, to hold the said lands, and execute the said trusts, but that in truth they are not the overseers of the said Swanzey Monthly Meeting, nor of any Meeting in unity with the said Yearly Meeting for New England, nor by the terms and effect of the said deed, are they or either of them, competent in any capacity to execute the said trusts; but that the said defendants have brought a suit at law against your complainants in their private and individual capacities, to recover the said lands, and in that capacity neither of your complainants claim any legal title to the said lands.

And the said original bill prays, that the said defendants, who are plaintiffs in the said action at law, may be enjoined from prosecuting the same, and that the said defendants, who are the heirs at law of the said trustees, may be decreed to convey the legal title of said lands to the complainants in their said capacity.

And the complainants now, by leave of this Honorable Court, show unto your Honors, that the said bill of complaint was duly filed and process to compel the appearance of the defendants taken out, and as respects the defendants in this Commonwealth, has been duly served and returned, and some of the said defendants have appeared and answered unto the said bill.

And since the filing of the said original bill, namely, on or about the 15th day of June, now last past, the said Yearly Meeting of Friends for New England, was convened at Newport, in the State of Rhode Island, pursuant to the usages and discipline of that body, and being so convened, did among other things, proceed regularly and in the due course of their business, and according to the powers vested in the said Meeting, to hear and consider and decide, whether the said Swanzey Monthly Meeting, whereof your complainants are the overseers, is the true Swanzey Monthly Meeting in unity with the said Yearly Meeting, and whether the complainants are the duly constituted overseers thereof, and whether the said defendants, William Wood, Palmer Chace, Seneca Lincoln, Miller Chace, Philip Tripp, and Wm. Slade, are overseers of

any duly organized Meeting, in unity with the said Yearly Meeting, and after according to all parties interested reasonable opportunity to be heard, according to the usages and discipline of that body, and after duly considering said matters, the said Yearly Meeting did, among other things, find, adjudge, and determine, that the persons who united with one Thomas Wilbour, under the name of the Swanzey Monthly Meeting, (being the pretended Meeting whereof the said defendants claim to be overseers,) are separatists from the said religious society, called the Yearly Meeting of Friends for New England, and out of its unity, and not entitled to be considered a Monthly Meeting of the said Religious Society, and that the Monthly Meeting whereof your complainants are the overseers, is the duly organized Swanzey Monthly Meeting of Friends, in unity with the said Yearly Meeting.

And the said Yearly Meeting did also duly sanction and ratify the said act of its committee, requiring a conveyance to be made to your complainants, as is in the said original bill mentioned.

And your complainants further show unto your honors, that by the usages and discipline of the said people called Quakers, all Meetings are subordinate unto the said Yearly Meeting, which has the rightful power and authority finally to decide all questions touching the organization and discipline of all other Meetings, and especially to determine what Meetings, or bodies of men claiming to be Meetings, are, or are not in unity with the said Yearly Meeting, so that by force of the said acts of the said Yearly Meeting, and by force of the said deed of conveyance, and of the trusts therein declared, your complainants are conclusively shown to be entitled to receive and hold the legal title to the said lands, and to execute the said trusts, and the said defendants, William Wood, Palmer Chace, Miller Chace, Seneca Lincoln, Philip Tripp, and Wm. Slade, are conclusively shown to be out of unity with the said Yearly Meeting, and separatists therefrom, and incompetent to execute the said trusts, and having no right or title thereto as overseers of the said Swanzey Monthly Meeting, or otherwise. And your complainants further show,

that the said Yearly Meeting did other acts, material to this suit, as appears by the records thereof. And your complainants annex hereto a true copy of the Records of the said Yearly Meeting, touching the said proceedings, and crave leave to refer thereto as a part of this bill.

To the end, therefore, that the said defendants, who are named in the said original bill, namely, William Wood, Palmer Chace, Miller Chace, Seneca Lincoln, Philip Tripp, William Slade, Abner Slade, of said Swanzey, Elizabeth Shove, of Fall River aforesaid, widow, Hannah Earle, the wife of said Oliver Earle, of said Swanzey, Lilly Gifford, of said Swanzey, and Susan S. Gifford, wife of said Lilly Gifford, Weston Earle, of Dighton, in said county of Bristol, and Content S. Earle, wife of said Weston Earle, Moses Buffington, of said Swanzey, and Ruth B. Buffington, wife of said Moses Buffington, Phebe Chace, wife of said Edmund Chace, Abraham Shove, of Somerset, in said county of Bristol, and Rebecca Shove, wife of said Abraham, Philip Chace, of said Swanzey, Israel Chace, of Westport, in said county, Levi Chace, late of said Swanzey, but now resident in the State of Illinois, William Buffum, of Salem, in the county of Essex, and Mary Buffum, wife of said William, Edward Buffum, of said Salem, and Sibbel Buffum, wife of said Edward, and Jonathan C. Anthony, of said Somerset, Levi Slade, of said Somerset, and Mary B. Slade, wife of said Levi, John H. Borden, of Tiverton, in the State of Rhode Island, &c., and Sarah C. Borden, wife of said John H. Borden, Gardner S. Anthony, of said Tiverton, David C. Anthony, of Providence, in said State of Rhode Island, Ellery Millard, of said Providence, and Elizabeth S. Millard, wife of said Ellery, and Ira Hallowel Chace, of the city and State of New York, and John B. Chace, of Taunton, in said county of Bristol, may, if they can show cause why the complainants should not have the relief hereby prayed, and may according to the best and utmost of their knowledge, remembrance, information, and belief, (but not upon oath or affirmation, the benefit whereof is expressly waived) full and true answers make to the premises, and that the complainants may have the same relief as they might

have had if the facts hereinbefore stated by way of Supplement, had been stated in the said original bill, and such further or other relief in the premises, as to your Honors may seem meet.

May it please your Honors to grant unto your complainants a writ of injunction, as prayed for in the said original bill, and also a writ of subpoena, directed to the said defendants, commanding them and each of them to appear before your Honors at the rules, and to answer the premises, and do, and receive what to your Honors shall seem meet in the premises.

OVERSEERS OF SWANZEY MONTHLY MEETING,
by B. R. CURTIS, *their Solicitor.*

R. CHOATE, AND B. R. CURTIS,
of Counsel with Complainants.

COPY OF THE RECORDS OF THE YEARLY MEETING.

At our Yearly Meeting of Friends for New England, held in Rhode Island, commencing with public Meetings for worship, at Newport and Portsmouth, on First day the 15th of the sixth month, 1845, and at Newport for discipline, on 2d day, morning, 16th.

By accounts received from our several Quarterly Meetings, we are informed, that they have appointed the following Friends as Representatives to this Meeting, namely:—

From Rhode Island. Joseph Metcalf, Rowland Greene, Wm. Jenkins, Thomas Anthony, Nicholas Congdon, David Buffum, David Shove, Oliver Earle, John Meader, Perez Peck, Beriah Collins.*

* These names of Representatives from Rhode Island Quarterly Meeting were entered from the account signed by David Buffum, Clerk, which account is preserved on file, with the accounts from the other Quarterly Meetings. A. S. Jr.

Salem. Jona. Nichols,* Estes Newhall, John Page, Moses Huntington, Jr., Oliver D. Rogers, Abijah Johnson, Enoch Page, Herord Chase, Nathan Breed, of Lynn.

Sandwich. Isaac Lawrence, John Howland, Wm. C. Taber, Prince Gardner,* Job Eddy,* Samuel Slade, Benjamin Tucker,* Isaac R. Gifford, Lemuel Gifford,† Moses F. Rogers.

Smithfield. Daniel Clapp, Joel Marsh, James N. Fry, Moses Farnum, Benjamin Wheeler, John Osborne.†

Falmouth. Thomas Jones, John W. Minot, Caleb Jones, Nathaniel Stephens, Nathan Pope, Elisha Jones.

Vassalboro'. Joseph Taber, Stephen Jones, Jr., Joseph H. Cole, Wm. Kitchen, Peter M. Stackpole, Clement Rackliff, Elijah Hussey.

Dover. Joseph Tuttle,† Timothy Hanson, Benjamin Fry, Jacob K. Purinton, Walter Sawyer.

Fairfield. Allen Wing, Joseph Taylor, Frederick Swan, Ezekiel H. Beane, David Douglas, whose names being called, they were all present but three, for whose absence a satisfactory reason was assigned.‡

Since reading the opening minute, another paper, addressed to "New England Yearly Meeting of Friends," having been laid upon the table, purporting to be an account from Rhode Island Quarterly Meeting, wherein Othniel Foster, Oliver Chase, John Mitchell, Thomas B. Gould, Nathan Buffington, John T. Kenyon, Samuel Sheffield, Harvey Chase, and Charles Perry, are named as Representatives to said Meeting, whose names being called, it appeared that they were all present, which account was signed by Charles Perry, Assistant Clerk.

There was also laid upon the table, a paper purporting to be "Extracts from the Minutes of Rhode Island Quarterly Meeting," and signed by David Buffum, clerk.

And in order for the determination of the question, which of the two bodies, claiming to be Rhode Island Quarterly Meeting, is the legitimate Meeting; after a time of free expression

* Absent on morning of 17th and afterwards, without any satisfactory reason given, 4.

† Absent at first sitting, with satisfactory reason assigned, 3.

‡ Whole number of Representatives, exclusive of R. Island, 48.

of sentiment, it was decided as the general sense of the Meeting, (independent of those claiming to be members of Rhode Island Quarter,) to refer the consideration of the case to a committee, consisting of the Representatives to this Meeting, now present from the several Quarterly Meetings, except Rhode Island; and the Friends from the two bodies as Representatives to this Meeting from Rhode Island, are requested to appear before said Committee, and represent their respective cases before them, and said Committee are desired fully to hear the said persons respectively, thus claiming to be Representatives from the bodies claiming to be Rhode Island Quarterly Meeting, subordinate to this Yearly Meeting, and having so heard them and deliberated thereon, to report to this Meeting, at a subsequent sitting, their sense and judgment, which of those bodies is Rhode Island Quarterly Meeting, in unity with and subordinate to this Yearly Meeting, and entitled to send Representatives thereto; and also what persons are at the present time, the Representatives of that body to this Meeting.

And as under present circumstances, it is not determined who are the Representatives from Rhode Island Quarterly Meeting, it is the conclusion of this Meeting, that no business can be properly entered upon, and that the Clerk now under appointment, continue to serve the Meeting, until this question is settled; and that the article of discipline, requiring the Representatives to meet together at the close of the first sitting of the Yearly Meeting, for the purpose of proposing Clerks, be suspended at this time, or until the further direction of this Meeting.

Adjourned to the fifth hour this afternoon.

Afternoon — Met according to adjournment.

One of the Representatives informed the Meeting, that they had had under consideration the subject committed to them this morning, but were not prepared to make a full report at this sitting.

Soon after the Meeting was assembled, a person gave the information that a portion of the Representatives had been to-

gether, and proposed Thomas B. Gould, for Clerk, and Charles Perry, for Assistant Clerk, contrary to the direction of this Meeting, as by minute of this morning.

The large body of the Representatives informed the Meeting that they had no knowledge of the proposition, and by a very general expression of the members of the Meeting, as well as of the Representatives, the course proposed was fully condemned; but the persons thus nominated to act as Clerks, proceeded in writing, reading, and speaking, to the interruption of Friends, and contrary to the expressed desire and direction of the Meeting, through its Clerk; and under a sense of the entire impropriety of this course, as being contrary to the well-established order of our Religious Society, we solemnly protest against it, and warn our Friends of the serious consequences that will necessarily result from their uniting in this measure. On calling the names of all the Representatives from the different Quarterly Meetings, except Rhode Island, it appeared by their express declaration, that *forty-one* of their number were not consulted in relation to the appointment of Clerks, and that they now entirely dissent from the appointment of Thomas B. Gould and Charles Perry, while *four* made no response to the Clerk when their names were called. *Three* others of the Representatives have not been in attendance of the meeting, on account of indisposition. *Forty-eight* being the whole number of Representatives deputed to attend this Meeting, with the exception of those from Rhode Island.

Adjourned to the ninth hour to-morrow morning.

Third day, morning, the 17th.

Friends again met, pursuant to adjournment.

The names of the Representatives being called, with the exception of those from Rhode Island, they were all present but six, — for the absence of two of whom, satisfactory reasons have been given.

Ethan Foster, Benjamin Tucker, and Prince Gardner, appeared in this meeting, and requested, as they declared, on behalf of what they called New England Yearly Meeting, the use of the table for their Clerks, appointed yesterday afternoon,

and the occupancy of this house, and also the transfer to them of the books and papers of this Meeting. To which this Meeting replies, that New England Yearly Meeting, now regularly in session, cannot yield its table, its books or papers, or the occupancy of this house, to any other body or persons whatever.

The Representatives from the several Quarterly Meetings (with the exception of those from Rhode Island) having attended to the services assigned them as a Committee of this Meeting, as by minute of yesterday morning, now presented a report, which was read.

The persons named as Representatives in the account presented to this Meeting, signed by David Buffum, as Clerk, were present in the Meeting. And Stephen A. Chace was desired to notify the persons named as Representatives from Rhode Island Quarterly Meeting, in the account presented to this Meeting, signed by Charles Perry, assistant Clerk. That the Yearly Meeting was about to take up and consider said report, and that they might be heard upon the subject, who attended to the service, and reported to the Meeting as follows:—

“In compliance with the request of the Yearly Meeting, that I should notify the persons named as Representatives from Rhode Island Quarterly Meeting, in the account presented to this Meeting signed by Charles Perry as Assistant Clerk, I proceeded to the yard adjacent to the Meeting-house where we are assembled, and there found Othniel Foster, Oliver Chase, Thomas B. Gould, Nathan Buffington, Charles Perry, and divers other persons in their company, to whom I stated that I was requested by the Yearly Meeting to notify the persons named as Representatives in the account above described, namely: Othniel Foster, Oliver Chase, John Mitchell, Thomas B. Gould, Nathan Buffington, John T. Kenyon, Samuel Sheffield, Harvey Chase, and Charles Perry, that the committee of the Representatives appointed by the Yearly Meeting yesterday to hear and report upon their claims as Representatives from Rhode Island Quarterly Meeting to this Meeting, had made report thereon; which report was about

to be considered by the Yearly Meeting, at this time, and in this house, and that they might now be heard upon the subject if they thought proper.

6 mo. 17, 1845. (Signed,) STEPHEN A. CHASE."

"To the Yearly Meeting of Friends, for New England."

And after waiting a sufficient time for these last-named persons to appear, the Yearly Meeting proceeded to again read and deliberately consider said Report, which after a large and free expression of sentiment, was fully united with by the Meeting at large, (with the exception of Rhode Island Friends, who under the circumstances in which they were placed, forbore to offer any sentiment thereon.)

And the Report being thus united with and accepted by Friends, (without a dissenting voice,) its conclusions were fully adopted and confirmed by this Meeting.

The business which has occupied the attention of Friends being thus brought to a satisfactory result, —

The names of the Representatives from Rhode Island Quarter, namely: Joseph Metcalf, Rowland Greene, William Jenkins, Thomas Anthony, Nicholas Congdon, David Buffum, David Shove, Oliver Earle, John Meader, Perez Peek, and Beriah Collins, were now called, when they were found to be all present.

And the Representatives from the several Quarters were requested to meet together at the close of this sitting, and agree upon a Clerk and Assistant Clerk for the year, and report the same to the adjournment.

Adjourned to the fourth hour this afternoon.

Afternoon — Again assembled.

Rowland Greene informed the Meeting, that the Representatives had had a full Meeting on the subject of Clerks, and were unitedly agreed in proposing Abraham Shearman, Jr., for Clerk of this Meeting, and also in proposing Samuel Boyd Tobey as Assistant Clerk, which was approved by the Meeting, and they were accordingly appointed to those services for the year ensuing.

ABRAHAM SHEARMAN, JR., *Clerk.*

At a New England Yearly Meeting, held in 6th month, 1845.

The joint Committee of men and women, Friends, appointed to visit subordinate Meetings and individual members, produced the following Report, namely : —

TO THE YEARLY MEETING.

“ The joint Committee of men and women, Friends, appointed last year to visit subordinate Meetings and individual members, and under the direction of best wisdom, to labor for the promotion of love and unity, the maintenance of our Christian principles and testimonies, and the support of the discipline of the Church, Report, that the attention and care of the Committee was early turned to the condition of Swanzey Monthly Meeting, a branch of Rhode Island Quarterly Meeting.

“ In Swanzey Monthly Meeting, for a long time past, there has been a want of that love and unity which are essential to the right conducting of the affairs of truth. About two years since, committees were appointed in that Meeting, to propose the names of Clerks and Overseers of the Society ; but they were unable to agree upon Friends for those stations. The state of this Meeting had claimed the attention of the Yearly Meeting's Committee, and also of a Committee of Rhode Island Quarterly Meeting, previous to our last Yearly Meeting, and much labor had been bestowed by them to remedy the existing difficulties, and to produce that organization of the Meeting, that would enable it to carry into effect the discipline, the administration of which had been seriously interrupted.

“ A number of the members of this Committee, with a number of the Quarterly Meeting's Committee then under appointment, met with those two Committees of the Monthly Meeting, in the 7th month, and united with a part of them in their proposing to the Meeting the names of certain Friends for Clerks and Overseers ; with the exception of two or three individuals, all the members of these Committees of the Monthly Meeting, either united with the names proposed, or expressed their acquiescence therein. They were accordingly

reported by those Committees to the Monthly Meeting, and the report was fully united with by the large body of the members of that Meeting. A few individuals opposed it, and the Clerk who was one of this number, refused to record the clearly expressed sense of the Meeting, although earnestly advised to do so by the Yearly Meeting's Committee in attendance. And we are fully of the judgment, that Thomas Wilbur, at Swanzey Monthly Meeting, in the 7th month, in refusing to record the clearly expressed sense of the Meeting, so far departed from the unity of the body, as to disqualify him from any longer holding the office of Clerk of that Meeting.

“The condition of this Meeting, as it then stood, was presented to the Quarterly Meeting, in the 8th month, which again appointed a committee to visit Swanzey Monthly Meeting, and assist in its due organization, that our Christian discipline might be supported, as in former days, to the honor of truth.

“At the following Monthly Meeting, the individual who had previously acted as Clerk, still persisting in attempting to hold that station, contrary to the fully expressed sense of the Meeting, and of the Quarterly Meeting's Committee, and of the earnest entreaty and advice of this Committee; and the Monthly Meeting having again at this time, (with the exception of those individuals who had manifested their opposition at the last Meeting,) united in the appointment, as Clerk, of the Friend, David Shove, who had been selected at the previous Meeting, he proceeded to open the Meeting, and the Representatives from all the Preparative Meetings presented to him the reports from those Meetings, and all answered to the calling of their names. Notwithstanding this decision of the Meeting, the former Clerk, Thos. Wilbur, continued to sit at the table, and to form and read minutes. And to prevent confusion, Friends, after having read the minute of the Quarterly Meeting, appointing its committee, adjourned to a later hour in the afternoon, by far the larger part of the men's Meeting, and all the women withdrawing from the house, and mostly assembling again at the hour of adjournment, to transact the business of the Meeting.

"We are united in judgment, that the appointment of David Shove as Clerk of Swanzev Monthly Meeting, was according to the clearly expressed sense of the Meeting, which office he continues to hold.

"We have endeavored during the past year, also, as way opened for it, to labor for the promotion of the further objects of our appointment, and to discharge the duties devolving upon us under it, according to the ability afforded.

"All which we submit to the Yearly Meeting.

"On behalf of the Committee,

"ALLEN WING.

"HANNAH DENNIS.

"Newport, 6 month 20th, 1845."

Which being read and deliberately considered, was fully united with, and their proceedings approved by this and the Women's Meeting.

From the Minutes of the Yearly Meeting,

ABR'M SHEARMAN, Jr., Clerk.

REPORT. A.

To the Yearly Meeting of Friends for New England, now sitting.

We, your Committee, to hear the several persons claiming to be Representatives to this Yearly Meeting from Rhode Island Quarterly Meeting, and to deliberate upon and report our judgment which of said persons ought to be so received, and also which of the bodies claiming to be Rhode Island Quarterly Meeting, subordinate to this Yearly Meeting, ought to be recognized as such, now inform the Yearly Meeting, that we duly notified said persons, so claiming to be Representatives from Rhode Island Quarterly Meeting, of the time and place of our Meeting, to hear them upon the subjects committed to us.

Four of the persons named as Representatives in the account

signed by Charles Perry as Assistant Clerk, appeared before the Committee, and one of them speaking on behalf of the Representatives from that Meeting, stated that they declined entering into any investigation of the subject, as they denied the jurisdiction of the Committee in the case, — and then withdrew.

Joseph Metcalf, Rowland Greene, Wm. Jenkins, Thomas Anthony, Nicholas Congdon, David Buffum, David Shove, Oliver Earle, John Meader, Perez Peck, and Beriah Collins, named as Representatives in the account presented to the Yearly Meeting, signed by David Buffum as Clerk, and Elizabeth Meader and Mary Shove, on the part of the Woman's Quarterly Meeting, represented by Sarah F. Tobey as Clerk, appeared and alleged to us, that in Swanzey Monthly Meeting, for a long time past, there has been a want of that love and unity which are essential to the right conducting of the affairs of truth. That about two years since, committees were appointed in that Meeting to propose the names of Clerks and Overseers of Society, but that they were unable to agree upon Friends for those stations. That the state of this Meeting had claimed the attention of the Yearly Meeting's Committee, and also of a Committee of Rhode Island Quarterly Meeting, previous to our last Yearly Meeting, and much labor had been bestowed by them to remedy the existing difficulties, and to produce that organization of the Meeting that would enable it to carry into effect the discipline, — the administration of which had been seriously interrupted.

They further allege, that the Committee appointed at our last Yearly Meeting, "to assist and advise such Meetings and members as circumstances may require, and way open for," with a number of the Quarterly Meeting's Committee then under appointment, met with those two Committees of the Monthly Meeting in the seventh month last, and united with a part of them in their proposing to the Meeting the names of certain Friends for Clerks and Overseers; that with the exception of two or three individuals, all the members of those Committees of the Monthly Meeting either united with the names proposed, or expressed their acquiescence therein: and they

were accordingly reported by those Committees to the Monthly Meeting, and the report was fully united with by the large body of the members of that Meeting. A few individuals opposed it, and the Clerk, who was one of this number, refused to record the clearly expressed sense of the Meeting, although earnestly advised to do so by the Yearly Meeting's Committee in attendance.

It further appears, that the following advice from the Yearly Meeting's Committee, was given in writing to the Monthly Meeting, at this time, namely :—

“ TO SWANZEY MONTHLY MEETING.

“ Dear Friends :— The Committee appointed by the Yearly Meeting, ‘ to extend a general care in its behalf for the preservation of love and unity among our members, the maintenance of our Christian principles and testimonies, and the support of the discipline of the Church, and in the ability that may be afforded them to assist and advise such Meetings and members as circumstances may require and way open for under the direction of best wisdom,’ having, from a belief that our duty under our appointment required it, met with the Committees of your Meeting, appointed about two years since, to propose the names of Overseers and Clerks, and apprehending that the cause of truth, and the right exercise of our Christian discipline, urgently demands that there should be no further delay in the cases, were united in giving the following advice :—

“ It appearing by the voluntary declaration of those members of a Committee who were present, appointed, as we apprehend, without the authority of discipline, and out of the usual order of Society, to assist the Overseers, when they presented a complaint against an individual, that they believed Edmund Chace to be innocent of the charges preferred against him by said individual, and that they did not intend in their report to the Monthly Meeting to implicate him ; we were united in judgment that this document ought not to be retained by the Monthly Meeting, nor among its papers, but destroyed.

“The Committee on Overseers informed us that they had agreed upon five Friends for this station, and there being but one of them from within the limits of Fall River Preparative Meeting, it being usual to appoint two from that Meeting, in view of the circumstances, we were united in advising the Committee to propose to the Monthly Meeting to appoint Edmund Chace, in addition to those named, there appearing not to be any ground for the objections originally urged against this appointment.

“The Committee in relation to Clerks informed us that they could not agree upon names; and, after a full consideration of the case, we thought it right to advise the Committee to propose to the Monthly Meeting to appoint David Shove for Clerk, and Jonathan Freeborn for Assistant Clerk; and we are now united in advising the Monthly Meeting to make these appointments, and to carry into effect these recommendations, believing that hereby the best interests of the Monthly Meeting, and its preservation in the unity of the Quarterly and Yearly Meetings, will be promoted.

“On behalf of the Yearly Meeting’s Committee.

ROLAND GREENE.”

They further alleged, that the condition of this Meeting as it then stood, was presented to the Quarterly Meeting, in the 8th month, which again appointed a Committee to visit Swanzev Monthly Meeting, and assist in its due organization, that our Christian discipline might be supported as in former days, to the honor of truth. That at the following Monthly Meeting, the individual who had previously acted as Clerk, still persisting in attempting to hold that station, contrary to the fully expressed sense of the Meeting, and of the Quarterly Meeting’s Committee, and of the earnest entreaty and advice of the Yearly Meeting’s Committee; and the Monthly Meeting having again at this time (with the exception of those individuals who had manifested their opposition at the last Meeting) united in the appointment as Clerk, of the Friend who had been selected at the previous Meeting, he proceeded to open the Meeting, and the Representatives from all the

Preparative Meetings presented to him the reports from those Meetings, and all answered to the calling of their names. That notwithstanding this decision of the Meeting, the former Clerk (Thomas Wilbur) continued to sit at the table, and to form and read minutes. And to prevent confusion, Friends, after having read the minute of the Quarterly Meeting, appointing its Committee, adjourned to a later hour in the afternoon; by far the greater part of the men's Meeting, and all the women, withdrawing from the house, and mostly assembling again at the hour of adjournment, to transact the business of the Meeting.

That the persons who sustained the former Clerk in his decision against the judgment of the Meeting, with several women who were also disaffected towards Society, continued to hold what they called Monthly Meetings; and that at Rhode Island Quarterly Meeting, in the eleventh month, they presented an account, purporting to come from Swanzeey Monthly Meeting, which was not received, nor in any way acknowledged. That after the business of the Quarterly Meeting was concluded, these individuals, with a few from the other Monthly Meetings, both men and women, most of whom had for a length of time openly manifested a want of unity with Friends, remained in the house, and called themselves Rhode Island Quarterly Meeting, appointing Clerks, and (what they termed) a Committee to visit Subordinate Meetings. That this Committee, thus appointed, has since visited the Monthly Meetings, and attempted to sit in them, and to be recognized as a Committee from the Quarterly Meeting, organized as has been described, in a manner wholly irregular and unprecedented with us.

That most of these individuals being already under dealing, as offenders in their respective Monthly Meetings, and refusing to leave Friends select, for the support of our discipline, adjournment has been resorted to in order to be freed from this intrusion. That a few individuals have been found in each of the Monthly Meetings in Rhode Island Quarter, who, being disaffected towards the body of Friends, have, under the advisement of this Committee, united in forming what

they denominate Monthly Meetings, assuming to themselves the names of those Meetings respectively.

These allegations, and the remarks upon them by said persons named as Representatives of Rhode Island Quarterly Meeting, in the account presented to the Yearly Meeting, signed by David Buffum as Clerk, we have solidly deliberated upon, and it is our judgment and sense, and we do accordingly report to the Yearly Meeting,—

That the allegations of Joseph Metcalf and others, on behalf of the body claiming to be Rhode Island Quarterly Meeting, of which David Buffum and Sarah F. Tobey are Clerks, are true, as follows, namely: That at Swanzey Monthly Meeting, in the seventh month, the report of the Committees of said Monthly Meetings, proposing David Shove as Clerk, and Jonathan Freeborn as Assistant Clerk, and Oliver Earle, Simpson Buffinton, Theophilus Shove, David Shove, Jonathan Freeborn, and Edmund Chace as Overseers, was fully united with by the large body of the members of that Meeting. That a few individuals opposed it, and Thomas Wilbur, the Clerk, who was one of this number, refused to record the clearly expressed sense of the Meeting, although earnestly advised to do so by the Yearly Meeting's Committee in attendance. That at Swanzey Monthly Meeting, in the eighth month, Thomas Wilbur, who had previously acted as Clerk, still persisting in attempting to hold that station, contrary to the fully expressed sense of the Meeting, and of the Quarterly Meeting's Committee, and of the earnest entreaty and advice of the Yearly Meeting's Committee; and the Monthly Meeting having again, at this time, with the exception of those individuals who had manifested their opposition at the last Monthly Meeting, united in the appointment, as Clerk, of David Shove, he proceeded to open the Meeting; and the Representatives from all the Preparative Meetings presented to him the reports from those Meetings, and all answered to the calling of their names. That the Quarterly Meeting of Rhode Island, in the eleventh month last, decided rightly, when they received the account from Swanzey Monthly Meeting, signed by David Shove as Clerk, and acknowledged the Representatives named

in that account from Swanzey Monthly Meeting. We are also united in judgment, that at said Monthly Meeting, in the seventh month, Thomas Wilbur was bound by the discipline and good order of our society, to record the clearly expressed sense of the Monthly Meeting, appointing David Shove as its Clerk, in accordance with the advice of the Yearly Meeting's Committee; and by refusing to do so, so far departed from the discipline and usages of our Society, as well as from the subordination of inferior to superior Meetings, and individuals to the body, as to disqualify him from any longer holding the office of Clerk of Swanzey Monthly Meeting; and said office thereupon became vacant. And it is further our sense and judgment, that at Swanzey Monthly Meeting, in the eighth month, David Shove was rightfully the Clerk, having been thereto duly appointed, and was, remained, and is the only properly constituted Clerk of Swanzey Monthly Meeting. Thomas Wilbur, therefore, and others who continued to act with him as Clerk, under the name of Swanzey Monthly Meeting, sending Representatives to the Quarterly Meeting, in the eleventh month, we are united in considering as separatists from our religious Society, and out of its unity, and not entitled to be considered a Monthly Meeting of our religious Society.

Those persons, also, who at the Quarterly Meeting, in the eleventh month, remained in the house after the Quarterly Meeting had concluded, under the name of Rhode Island Quarterly Meeting, and appointed a Clerk, received accounts, and Representatives from the body calling itself Swanzey Monthly Meeting, of which Thomas Wilbur was the Clerk, we are also united in judgment, are out of the unity of this Yearly Meeting, and not entitled to be represented in this Meeting, nor to be considered a Quarterly Meeting of our religious Society.

It is, therefore, our united sense and judgment, that the accounts from Rhode Island Quarterly Meeting, signed by David Buffum, and Sarah F. Tobey, as Clerks, should be received as the true accounts from said Quarterly Meeting; and that Joseph Metcalf, Roland Greene, William Jenkins, Thomas Anthony, Nicholas Congdon, David Buffum, David

Shove, Oliver Earle, John Meader, Perez Peck, and Beriah Collins, on the part of the men's Meeting; and Elizabeth Wing, Elizabeth Meader, Deborah Collins, Hannah Dennis, Elizabeth Peckham, and Mary Shove, on the part of the women's Meeting, should be considered and acknowledged as the Representatives from that Quarterly Meeting to this Yearly Meeting.

Which is submitted to the judgment of the Yearly Meeting.

(Signed, as under,)

Thomas Jones,	Stephen Jones, Jr.,
Estes Newhall,	Moses F. Rogers,
Benjamin Fry,	Elisha Jones,
Moses Farnum,	Clement Rackliff,
Daniel Clapp,	Elijah Hussey,
Nathaniel Stevens,	Ezekiel H. Bean,
Nathan Pope,	Frederick Swan,
Isaac Lawrence,	Caleb Jones,
Timothy Hanson,	Isaac R. Gifford,
John Howland,	Enoch Page,
Samuel Sledd,	Oliver D. Rogers,
Walter Sawyer,	William Kitchen,
Allen Wing,	Joseph Taylor,
Nathan Breed,	Benjamin Wheeler,
Peter M. Stackpole,	Jacob K. Purinton,
John W. Minot,	Joel Marsh,
Abijah Johnson,	Herod Chase,
John Paige,	James N. Fry,
Moses Huntington, Jr.,	Joseph Taber,
Joseph H. Cole,	David Douglas,

Wm. C. Taber.

WOMEN REPRESENTATIVES.

Mary Shepherd,	Martha J. Hodges,
Sarah Barnard,	Susan Howland,
Abigail M. Hanson,	Sophronia Page,
Phebe Cobb,	Chloe Douglas,
Patience D. Swan,	Lydia R. Kelly,

Lydia Hussey,	Hannah Morrell,
Deborah B. Warren,	Phebe R. Gifford,
Margaret Rackliff,	Hannah G. Sawyer,
Hannah Holder,	Susanna J. Bassett,
Hannah Purinton,	Mary D. Stackpole,
Lydia Allen,	Lydia E. Chase,
Ruth Fry,	Anne Macomber,
Alice Rathburn,	Lydia F. Goddard,
Lydia F. Jenkins,	Mary Wing, (Sandwich,)
Cynthia W. Huntington,	Patience Buffum,
Mary Chase,	Phebe N. Douglas,
Eunice J. Rich,	Alice Paige,
Hyrena T. Breed,	Elizabeth Paige,
Phebe Taylor,	Bethiah Hussey.

This Report, marked A, and containing ten pages, is copied from the original report presented to the Yearly Meeting.

By ABRAHAM SHEARMAN, JR.

At our Yearly Meeting of Friends, for New England, held on Rhode Island, from the 15th to the 23d inclusive, of the sixth month, 1845.

The minutes of the Meeting for Sufferings for the past year, were laid before us and read; followed by a very full expression of the unity of this Meeting, with the care they have taken, and the results they have come to, in regard to the various important subjects that have engaged their attention.

From the minutes of the Yearly Meeting.

ABR'M SHEARMAN, JR., *Clerk.*

DEFENDANTS' ANSWER TO SUPPLEMENTAL BILL.

Bristol, ss. Supreme Judicial Court. In the case of OLIVER EARLE ET ALS., Plaintiffs in Equity, WILLIAM WOOD ET ALS., Defendants.

THE joint and several Answer of William Wood, Palmer Chace, Miller Chace, Seneca Lincoln, Philip Tripp, and William Slade, six of the defendants to the several matters and things in the said plaintiffs' present bill, stated and set forth by way of Supplement to the original bill in this case.

These defendants, now and at all times hereafter, saving to themselves all and all manner of benefit and advantage of exception, or otherwise, that can or may be had or taken to the many errors, uncertainties, and imperfections of the said bill contained, and especially protesting and declaring that this Court have no jurisdiction in equity on the subject-matter of this bill, but that the plaintiffs have a full, complete, and adequate remedy at law, in respect to all the matters and things therein contained,—nevertheless, for answer thereto, or to so much thereof as these defendants are advised that it is material or necessary for them to answer, severally answering say, that inasmuch as their answer to said original bill is not set forth in said Supplemental Bill, they hereto annex a true copy thereof, marked A, together with the several deeds annexed thereto, marked A, B,¹

¹ These copies are omitted, as they fully appear on the preceding pages.

and say that the matters and things therein set forth are true; that the plaintiffs are not Overseers of the Swanzey Monthly Meeting of the people called Friends, or Quakers; that Elizabeth S. Danforth conveyed to Jonathan Chace, Benjamin Slade, and Reuben Chace, a lot of land, as therein mentioned, and with the covenants and on the trusts and for the purposes therein mentioned, and which also was enjoyed as therein mentioned, but *deny* that the heirs at law of said Benjamin, Jonathan, and Reuben, or either of them, have any title or interest whatever in said lot of land, either legal or equitable, but aver that the legal and equitable title thereto is in these defendants, as Overseers of said Swanzey Monthly Meeting, to hold in trust for said Meeting; and that this Court has no jurisdiction in equity, by any decree upon the bill of the plaintiffs, to compel said heirs to convey the same, as in said bill prayed; or if they might have such jurisdiction, by reason of any covenant in said deed, this Court will and ought not to compel said heirs to do an unnecessary act, they having no title or interest whatever in the premises, and so are not bound by said covenants; and Thomas Wilbur, the Clerk of said Meeting, having entered into the trusts in said deed mentioned, in behalf of and for the use of said Monthly Meeting, and in pursuance of the provisions of said deed, and the orders of said Monthly Meeting, conveyed the same to these defendants, as Overseers of said Meeting, for the use thereof; and they now claim to hold the same, not only by virtue of the deed of the said Clerk of the said Meeting, to the use of the said Meeting, but as a body corporate, authorized by the statutes of the Commonwealth to hold in succession all grants and donations of real or personal estate made to said Meeting: they claim to hold the same for the use of said Meeting under and by virtue of the deed of said Elizabeth. And the Swanzey Monthly Meeting, being fully qualified in all respects to receive the use of said lot of land, when said deed of said Elizabeth was given, did build their meeting-house thereon, and enjoyed the same until the interruption after mentioned; and there is no condition or limitation in said deed by which said Meeting is to become disqualified to enjoy the same.

For greater certainty, these defendants hereto annex copies from the minutes of said Meeting, showing the appointment of said Wilbur as Clerk thereof, from time to time, and the defendants as Overseers, and the orders of said Meeting relating to said deed of said Wilbur, to these defendants, and they affirm that they are true copies from said minutes, and that said minutes are true account of the proceedings of said Meetings. Said copies are marked B, C.

While the said Meeting was so entitled to enjoy said house and lot, and these defendants were so Overseers thereof, as aforesaid, they brought their action to vindicate their right of possession thereto: wherefore, the plaintiffs brought their said original bill, praying that these defendants might be enjoined not to proceed therein, while as yet, beyond all controversy, said Meeting and these defendants were in full unity with the Yearly Meeting of Friends for New England, and fully entitled to hold and enjoy said house and lot, according to the form of the said original grant.

These defendants now admit, that proceedings have since been held by a body of Friends, calling themselves and their Meeting the Yearly Meeting for New England, such as are set forth in the bill of the plaintiffs, now filed by way of supplement to said original bill. And they do not admit that the minutes of said Meeting, filed with said bill, give a correct account of the proceedings of that Meeting: and they protest and say, that by reason of any such Meeting, and of the proceedings thereof, as set forth in said bill by way of supplement, the plaintiffs are not entitled to maintain their original bill of complaint, nor their bill by way of supplement thereto, but that the same ought to be disallowed.

And these defendants ought not to be compelled to answer thereto, because they say that no facts existed at the time of the filing of said original bill, by reason of which said bill could be maintained against these defendants; and all the statements in said bill, which, if true, could have sustained the bill, were fully met and answered by these defendants, by their solemn affirmation in answer thereto; and if any facts have since occurred, or proceedings since had, by reason of which

said Monthly Meeting is no longer in unity with said Yearly Meeting, and, if for that cause, an original bill might have been maintained against these defendants, the plaintiffs should have filed such original bill, by which, if at all, they might have availed themselves of those facts and proceedings. But, it appearing as it does, that their whole title is vested upon those facts and proceedings, facts which did not exist when said original bill was filed, they cannot now bring in that, by way of supplement, without the introduction of which, their original bill could not have been maintained.

Wherefore, these defendants pray that said supplemental bill may be disallowed and dismissed, and no further proceedings be had thereon, and that they may have the same benefit of this, in their answer thereto, as they would have been entitled to had they demurred or pleaded thereto.

And now, these defendants reaffirming all and all parts of their said answer to said original bill, further answering, say :

That the religious Society of Friends are duly organized under a regular form of government and rules of discipline, which are printed and in the hands of all the members, and which these defendants ask leave to refer to, and to make part of this their answer; and the substance of which, so far as relates to the matter of the bill of complaint of the plaintiffs, these defendants will state:—

“ In order for the regular and easy proceeding in the service and discipline of the Church, Meetings are set up and established, suitable and subordinate one unto another, as *Preparative*; consisting of Friends belonging to one or more particular Meetings for worship: *Monthly*, consisting of as many *Preparative* as may usefully compose the same: *Quarterly*, to consist of as many *Monthly* Meetings as are thought useful to constitute the same: *Yearly*, consisting of eight *Quarterly* Meetings in New England. And these Meetings are accountable and subordinate; the *Preparative* to the *Monthly*, the *Monthly* to the *Quarterly*, and the *Quarterly* to the *Yearly* Meeting: so that if the *Yearly* Meeting be dissatisfied with the proceedings of any of the *Subordinate* Meetings, the *Quarterly* with the proceedings of the *Monthly*, or the *Monthly*

Meeting, with the proceedings of the Preparative Meetings within its limits, said Meeting ought with readiness and meekness to render a satisfactory account."

The Monthly Meeting annually choose Overseers, who hold their offices until others are chosen or appointed. The Yearly Meeting also appoints a *Meeting for Sufferings*, consisting of not less than twenty-five members, who are desired to take cognizance of all grievances arising in the Society, wherein any Friend or Friends may be affected in his person or property, or in regard to our Christian testimony, to advise, counsel, and assist, as best wisdom may direct.

The Quarterly Meetings are composed of the Monthly Meetings, and the Yearly Meeting is composed of the Quarterly Meetings. The Yearly Meeting is held annually, at Newport, on Rhode Island, on the seventh day after the second sixth day in the sixth month; the Meeting for worship on first day, at Newport and Portsmouth, and the Meeting for church discipline, on second day, at the ninth hour, in Newport. The former Clerk, or the Clerk of the Meeting for Sufferings, acts as Clerk for that sitting; at the conclusion of which sitting, the Representatives are to meet and agree upon a Clerk, and report the same to the adjournment.

One of the peculiar and distinguishing characteristics of the Society of Friends, consists in their mode of transacting business, and arriving at conclusions; in which, rejecting totally the principle that a *majority*, as such, is to rule, or decide, or govern, they arrive at a unity of resolution and action in a manner peculiar to themselves, and entirely different from that which is common to all civil and political and ecclesiastical bodies. They look and wait for a *union of mind*, and the result is produced, not by a vote, or count of numbers, but by the yielding up of opinions, a deference for the judgment of each other, and an acquiescence or submission to the measure proposed. When a division of sentiment occurs, the matter is postponed for consideration, or entirely dismissed; or after sometimes a temperate discussion, and sometimes a silent deliberation, those who support, or those who oppose a measure, acquiesce in the sense of the Meeting, as collected and min-

uted by the Clerk. And he collects this sense, not by an actual count of numbers, or yeas and nays, but by an estimate of the prevailing sense of the Meeting, giving great weight to the opinions of the Elders, and Friends of solid weight of character.

The Clerk draws up a minute, containing, as nearly as he can collect, the substance of the conclusion of the Meeting on the subject-matter proposed and discussed. This minute is then read to the Meeting, and either stands or undergoes an alteration, as appears by the silence, or discussion upon it, to be the sense of the Meeting. Thus, by the ancient and invariable usages of the Society of Friends, no vote is ever taken; and the Clerk is something more than a mere recording officer. He is, in some respects, a judicial officer, and usually selected from among the most grave and intelligent members.

All power, not delegated to some one of the Meetings, remains in the individual members; and the respective Meetings have no other, or greater powers, than those granted to them by the discipline.

The Quarterly and Yearly Meetings each have their powers and duties defined in the book of discipline, and, although the Monthly Meetings are subordinate to them, they have their rights also, as well as the individual members. In the Yearly Meetings, as well as in the Quarterly and Monthly Meetings, all cases, propositions, and motions are resulted by the verbal, or silent acquiescence of the members, collected by the Clerk of the Meeting. If a proposition be made, which does not accord with the sense of the Meeting generally, it is suspended or dismissed.

The Yearly Meeting does not, of right, review the proceedings of the Subordinate Meetings, except in cases of an appeal, either by Meetings or members. The subordination of Meetings does not admit of the exercise of coercive or despotic power; and the whole extent of the subordination is defined in the book of discipline.

Recourse to the Yearly Meeting is seldom had from the Subordinate Meetings, except for advice in cases of uncommon difficulty arising in the Monthly, and Quarterly Meetings.

The Subordinate Meetings, when called upon by the Yearly Meeting, must give a *satisfactory account*, that is to say, they must be ready with all meekness, to receive the advice of the superior Meeting, give it solid consideration, and give a satisfactory reason for the course which they have pursued, or propose to pursue.

In respect to the supremacy of the Quarterly Meetings over the Monthly Meetings, the discipline provides, that when the Quarterly Meeting shall come to a judgment respecting the Monthly, and *shall have notified the same in writing* to the Monthly, and the Monthly Meeting shall not be satisfied therewith, the Monthly Meeting may appeal to the Yearly Meeting, against the judgment and determination of the Quarterly Meeting; and so in respect to the judgment and determination of any Monthly Meeting, any person dissatisfied therewith, may appeal to the Quarterly Meeting.

In respect to the disownment of Friends, (members of a Meeting,) or pronouncing them out of unity, by any Monthly Meeting, this is never done until complaint be first made, and notice given to the accused, that he may have opportunity to answer and be heard in his defence. So, also, when complaints are made against any Meeting, Quarterly, Monthly, or Preparative, they are not proceeded against, or disowned, or pronounced to be out of unity, until notice *be first given* to the Meeting, and opportunity afforded for a hearing and defence; and, if the proceedings be in a Quarterly Meeting, notice must be given of their judgment, in writing, that there may be opportunity to appeal. There is no despotic power. No Meeting can be disfranchised, dissolved, disowned, pronounced out of unity, until regular proceedings be first had, notice, a hearing, a *bonâ fide* minute or record by a regular Clerk, and notice of sentence or judgment. Nor have the superior Meetings any power, by the book of discipline, to interfere with the organization and action of the subordinate Meetings, nor by their Committees, or otherwise, to dictate to them who or what persons are by them to be chosen as Overseers, Clerks, or other officers; nor does their legitimate advice extend to such interference, nor have the Meetings for Suffer-

ings, or their Committees, or any of them, any such power or right; but all such interferences are usurpations, and tend to the manifest interruption of the enjoyment of private rights, and full and unrestrained opinion and action.

And now, these defendants further answering say, that the plaintiffs are not the true, legitimate, and legal Overseers of the Swanzey Monthly Meeting of Friends, and have no claim or color to be Overseers of said Meeting, except by the choice or appointment of a schism, and of separatists from said Meeting. That the true, legitimate, and legal Swanzey Monthly Meeting of Friends, is that whereof Thomas Wilbur has for many years been Clerk; but that the plaintiffs only claim to be Overseers of a Meeting whereof David Shove is Clerk, which is, and at the time of the filing of the plaintiffs' bill was, a Meeting of Separatists from said Swanzey Monthly Meeting, whereof said Wilbur is Clerk.

And further answering, these defendants say, that the Swanzey Monthly Meeting of Friends, of which Thomas Wilbur is Clerk, is an ancient Meeting, established and set up more than one hundred years since, that is to say, on the thirteenth day of the eighth month, 1732, according to the usages and discipline of the Society of Friends, and, from the time of its establishment has always been acknowledged as a regular Monthly Meeting of said Society, by all the superior Meetings, Quarterly and Yearly, and by all the other Meetings subordinate to said Yearly Meeting, and has always been in full fellowship and unity with them all, and never was accused, impeached, or disowned by any of them, otherwise than by the proceedings referred to in said bill; and, during that time, has been in the enjoyment of all the privileges of a Monthly Meeting of said Society; purchased lands, built houses of worship, and acquired civil rights, and especially the right to hold and enjoy their houses of worship, and the lands on which they stand, according to the laws of this Commonwealth; and said Meeting cannot be deprived of its property, or its rights, by any collateral proceeding whatever. And, before said Meeting shall be pronounced out of unity by said Yearly Meeting, or any Quarterly Meeting, so as injuriously

to affect their rights, civil or ecclesiastical, or to work a deprivation of said house and lot of land, there must be a monition or citation from the superior Meetings, a charge or accusation for said Meeting to answer, a time assigned for proofs, and having liberty to defend the cause, and except against proofs and witnesses, and a solemn, direct sentence, after proof and answer.

These defendants further answering say, that the said Swanzey Monthly Meeting, of which Thomas Wilbur is, and for many years has been Clerk, has always assembled in the most orderly manner, has always been conducted in strict accordance with the discipline of said Society, and in strict conformity to its usages. The appointments of its officers, Clerks, and Overseers, have always been made upon the most careful and solid consideration, and the sense of the Meeting collected by the Clerk, with great care and conscientiousness; and that all the late difficulties which have arisen in that Meeting have been caused by the improper interference of the Yearly and Quarterly Meetings' Committees, who have assumed powers which did not belong to them, either by discipline or usage among Friends; who undertook to nominate the officers, and assist in the organization of the Meetings; and, upon their dictation being disregarded, promoted the setting up of a separate Meeting, thereby creating a schism, and justly incurring the name of Separatists.

These defendants do not admit the statements made by the plaintiffs, nor by the Committee of a supposed Yearly Meeting by them referred to, in respect to the proceedings of said Monthly Meeting, of which said Wilbur is Clerk, nor the statement of his conduct as such Clerk, to be true, but wholly deny the truth thereof; and they refer to the minutes of that Meeting, a true copy of which is hereto annexed, and marked D, and which they affirm are correct and true, showing the proceedings of that Meeting, and the struggles and trials of Friends in that Meeting, by reason of the unwarranted interference in their proceedings, and their own peculiar and proper concerns, by the Committees of the Quarterly and Yearly Meetings.

And they affirm and say, that said Thomas Wilbur then was, now is, and for about twenty years has been the true, legitimate, and legal Clerk of that Meeting, according to the discipline and unvarying usages of the Society of Friends, and they refer to the paper annexed, marked B, which is a true copy from the minutes of said Meeting, in relation to his successive appointments to that office, and which is true in all respects.

They further say, that said Wilbur, during all the time of his being Clerk of said Meeting as aforesaid, had the entire confidence of the Meeting, and on the day mentioned in said minutes, that is to say, on the twenty-sixth day of the eighth month, one thousand eight hundred and forty-four, said Meeting being assembled according to ancient usage, said Wilbur was sitting and acting as Clerk thereof, when *John Meader* who was not a member of said Meeting, but professing to be a member of the Committee of the Yearly Meeting, requested the Meeting to pause awhile. He said he had a communication to make, which was, that he, and others of said Yearly Meeting's Committee, had united in proposing to have David Shove Clerk of the Meeting, and that said Wilbur should leave the table, and that said Shove should sit there. Several members of the Meeting united in the proposition, and several members opposed it.

There had before been divers calls on said Wilbur by members of the Meeting, to open the business of the Meeting, and, on solid and conscientious consideration, the said Wilbur, agreeably to the usages of the Meeting, and of all the Meetings of Friends, did not feel authorized to leave his seat, or to appoint said Shove to be Clerk of the Meeting; and he proceeded with the business of the Meeting. Said Meader then called upon said Shove to take his seat at the table, and said Shove said there was no room. Said Meader said he could take his seat somewhere else. Two persons, not members of the Meeting, aided him to a seat across the aisle, and gave him a board in his lap.

Said Wilbur read the minutes of the preceding Meeting, and called on the Committees to report, which they did. Said

Shove then read a minute of his own, purporting to appoint himself Clerk of the Meeting; and some other things, by way of business, were attended to by said Shove, when said Meader, not a member of the Meeting, proposed to adjourn that Meeting, which was done by said Shove. But said Wilbur informed the members, that Swanzey Monthly Meeting was not adjourned; and the Meeting was continued to be held, and said Wilbur and others transacted the usual business of the Meeting. The residue left the house.

And these defendants say, that said Wilbur was in the just performance of his duty when he declined to make a minute of the appointment of said Shove to be Clerk of the Meeting, and that he was conscientious and right in that refusal, and was in the proper exercise of his official duties, and, according to the usages of all the Meetings, he was bound not to make such minute, when so considerable a portion of the Meeting were opposed to it; and that he was the proper judge of the weight of numbers and character in favor and against the proposition.

And these defendants further say, that the said John Meader and others, not members of Swanzey Monthly Meeting, acted on that occasion without authority, and beyond the scope of their authority if they had any. If they were appointed by both, or either the Yearly or Quarterly Meetings, to propose names for Clerk and Overseers, or to assist in the organization of the Meeting, and chose to act in accordance with such appointment, it was their duty first to make known to the said Monthly Meeting the written authority with which they were clothed. But though they were repeatedly requested so to do, they declined, and refused to exhibit any such authority. But these defendants wholly deny that the superior Meetings have any power vested in them by the discipline or usages of the Society, to extend their advice so far to the Monthly Meeting, as to propose to them the persons to be Clerks or Overseers of the Meetings. And, more especially, they deny that the superior Meetings are clothed with authority to assist in the organization of the subordinate Meetings, in the manner in which said Meader and others undertook to do, or in any manner

whatever, except by sending or communicating to them their advice. That the interference of said Meader and others, not members of said Meeting, by the nomination of Clerk and Overseers, and assisting him to his seat, was altogether a usurpation, a violation of the rights and privileges of the members of the Meeting, and not warranted or countenanced at all by the usages or discipline of the Society. No judgment or determination of any Quarterly or Yearly Meeting was, by said Meader and others, made known in writing to said Monthly Meeting, as the discipline requires. Nor do these defendants admit that any judgment or determination of any superior Meeting was made which authorized the said disorderly acts of said Meader and others. And if any such there were, they were not binding upon said Meeting, or upon said Wilbur, the Clerk thereof. For a more full statement of the manner in which said Shove and others separated from said Meeting, and the course of proceeding which preceded that transaction, the defendants again refer to said paper annexed, marked D.

And thereupon, these defendants say, that the plaintiffs are not the Overseers of Swanzey Monthly Meeting of Friends, and not entitled to maintain their bill against these defendants.

These defendants further answering say, that they do not admit, but deny, "that by the usages and discipline of the people called Quakers, all other Meetings are *so* subordinate to the Yearly Meeting, that the Yearly Meeting has rightful power and authority finally to decide all questions touching the organization and discipline of all other Meetings." They admit that said Yearly Meeting, *in the first instance*, that is to say, when a Subordinate Meeting is first established, has the right and authority to determine whether or not such Meeting shall be in unity with the Yearly Meeting; but they answering affirm and say, that after the Yearly Meeting has admitted such Subordinate Meeting to unity, and such Subordinate Meeting having, as such, acquired rights, civil and ecclesiastical, the Yearly Meeting has not, by the usages or the discipline of the people called Quakers, or Friends, or by the laws of this Commonwealth, or the fundamental principles

of justice, the right or the power, or authority, arbitrarily and without notice to such Subordinate Meeting, and without accusation and hearing, to disown such Subordinate Meeting, or pronounce them out of unity, and thereby to deprive the Meeting of its property or its rights, civil or ecclesiastical.

These defendants further answering say, they do not admit, but deny, that by reason of the facts disclosed by said Supplemental Bill, and the proceedings thereto annexed, the said Swanzey Monthly Meeting is shown not to be in unity with, but disowned by, the Yearly Meeting for New England. The inquiry which by said proceedings appears to have been instituted, was founded upon the appearance of two bodies of persons, claiming to be Representatives of the Rhode Island Quarterly Meeting; and a Committee appears to have been appointed to examine into their respective pretensions, and to report upon the subject. The report was in favor of one of these bodies, in exclusion of the other, and a reason assigned for this report appears to have been, that one of those bodies represented a Meeting not in unity with the Meeting then assembled, and the Swanzey Monthly Meeting, of which Thomas Wilbur was Clerk, being represented in said Quarterly Meeting, that Meeting was said to be out of unity with said Meeting. But this was not a proceeding instituted by the Yearly Meeting against the Swanzey Monthly Meeting. It is not in accordance with the discipline or usage, nor justice, equity, law, or right, that a Monthly Meeting should be disfranchised in this collateral way. The Swanzey Monthly Meeting was not a party to the proceeding, and had no notice that such a proceeding was to be had, and their rights and privileges could not thus be taken away from them. Nor do the words of the proceedings necessarily intend that they were thus disfranchised. Taken in this milder sense, (and they should be so taken,) the meaning is to be restricted to the time and occasion. There might be reason *at that time*, for giving a preference to one body of Representatives rather than the other. The unity spoken of might be applicable only to the conduct of the Meeting at the time of choosing the Representatives. With those proceedings they might not agree, might

not assent that they were right, and in that sense, the Yearly Meeting might say they were not in unity. But to give the expression the sense of disfranchisement is not necessary; and it should not be intended that the rights of the Meeting and of the members were thus summarily concluded and set at nought.

But these defendants further answering say, that the proceedings of said body of Friends claimed, in the bill of the plaintiffs, by way of supplement, to be the proceedings of the Yearly Meeting, they do not admit to be the proceedings of the true, legitimate, and Yearly Meeting of Friends for New England; nor do they admit that the reports and statements exhibited in those proceedings, respecting the conduct of the subordinate Meetings and the Clerks thereof, to be true; but contrariwise they say, that those proceedings are the proceedings of Separatists from said Meeting. And the proceedings of the true, legitimate, and legal Yearly Meeting, and the proceedings of the true, legitimate, and legal Swanzey Monthly Meeting, and of Rhode Island Quarterly Meeting, and of the conduct of the Clerks of those Meetings, are contained in the Minutes of those Meetings, true copies of which are hereto annexed, and marked D, E, F. And the defendants affirm and say, that said copies are true copies from the original minutes, and the original minutes are correct and true.

These defendants further answering say, that they admit that there is a want of love and unity among the said Society of Friends, growing out of a difference in religious tenets and doctrinal sentiments. But they allege and say, that the plaintiffs and those whom they represent, (those of the illegitimate and illegal Swanzey Monthly Meeting, Rhode Island Quarterly Meeting, and Yearly Meeting,) who have embraced religious tenets and doctrinal sentiments diverse from, and contrary to the orthodoxy of the Society, are properly chargeable with having originated said difficulties, and by means thereof caused a schism in the Society, and themselves have become Separatists therefrom.

And further answering they say, that the religious society of Friends, or people called Quakers, are an ancient and well-

known Society and body of Christians, who date their origin in England, in the seventeenth century, through the labors and ministry of George Fox, who is generally considered its founder. This religious Society is distinguished from others by doctrines peculiar to itself, and by a peculiar system of church discipline; that these doctrines are clearly definable, being fully set forth and stated in the writings of George Fox, Robert Barclay, William Penn, Isaac Pennington, George Whitehead, and others of the early Friends. And these defendants further answering say, that some of the doctrines which distinguish said Society from other religious denominations of Christians, have been from the first by said Society, and are still deemed by these defendants, fundamental and of vital importance; and that there has been for several years past, a dispute and controversy existing in this Society, in consequence of certain members thereof having both privately and publicly, uttered, written, and printed, doubts of the correctness of these distinguishing doctrines, and promulgating opinions diametrically opposed thereto, and so attempting to undermine and overthrow those vital and fundamental principles, and to change the character of the Society, and to bring in a new system of doctrines.

Among these unsound and disaffected members of the Society, (who have been allowed to remain such, in consequence of the general forbearance,) *Joseph John Gurney*, of Norwich, in England, is prominent and conspicuous. He is a voluminous writer, of great influence and repute among those members of the Society who favor a modification of its principles and doctrines; and the extensive circulation of his writings on these *distinguishing* points of doctrine, has contributed very materially to bring about a change in the religious opinions of many of the members of the Society, both in England and America. By reason of which change in their opinions, and their advocacy of this new system of divinity, his adherents have become generally and rightfully denominated *Gurneyites*: while from the circumstance of a continued adherence to the original principles and sound doctrines in which the early members of the Society were united, which gave it an existence as such, distinguished it from others, and still forms

the outward bonds of its union, those who stand opposed to these innovations and modifications, are denominated Orthodox Friends.

And these defendants further answering show, that the following religious doctrines have always been held and maintained by the Society of Friends, or people called Quakers, that is to say, —

In the first place, they believe that the Scriptures are given by inspiration, and when rightly interpreted, are unerring guides, and, to use the language adopted by them, “they are able to make wise unto Salvation, through faith which is in Christ Jesus.”

They believe that the Spirit still operates on the souls of men, and when it does really and truly so operate, it furnishes the primary rule of faith. That the Scriptures proceeding from it, must be secondary in reference to this primary source whence they proceed; but, inasmuch as the dictates of the Spirit are always true and uniform, all ideas and views which any person may entertain, repugnant to the doctrines of the Scriptures, (which are unerring,) must proceed from false lights.

They believe, that according to the order of the Apostles' testimony, we must be washed and sanctified before we can be justified.

Touching the doctrines of the Trinity, they seldom make use of the word, and have avoided attaching distinct personality to the Father, Son, and Holy Ghost, and consider it a mystery beyond finite human conception, and take up the doctrine as expressly laid down in the Scriptures, and have not considered themselves warranted in making deductions, however specious.

Such were the doctrines entertained, believed, and adopted by the Society of Friends, and such were the doctrines and sentiments entertained, believed, and adopted by the whole body of Friends in New England, at the time when said deed was given by said Elizabeth S. Danforth to said Swanzey Monthly Meeting, which has before been mentioned and set forth, and such were the doctrines and sentiments entertained,

believed, and adopted by the members who composed said Monthly Meeting at that time, all Friends of that Meeting, and other Meetings then giving their testimonies thereto, which were well to be held and entertained by said Meeting; and all which was well known to said Elizabeth when she gave said deed. And the same doctrines are still entertained, believed, and adopted by the Orthodox part of said Society, to which party the said Swanzey Monthly Meeting, and all its members, of whom Thomas Wilbur is, and has for many years been, Clerk, and of which these defendants are Overseers, belong. These doctrines, anciently, and at the time of making said deed, and at the present time, are deemed fundamental, and essentially necessary to be entertained, believed, and adopted, by all who can rightly claim to be called Friends. And the defendants show, that the said Gurneyite party entertain opinions entirely and absolutely repugnant thereto.

In regard to the first-named doctrine, he and they believe, that the moral law, as revealed in the Scriptures, applies to all circumstances, comprehends all conditions, regulates all motives, directs and controls all overt acts; that therein enough is revealed to direct our faith and regulate our conduct; and that it is the Bible alone that fully reveals the nature and character of sin.

Touching the doctrine of Justification, he and they believe that justification precedes sanctification; that men are first fully justified, and subsequently sanctified.

Touching the doctrine of Trinity, (as it is called,) he, the said J. J. Gurney, and those in unity with him, believe there are three distinct persons in the Deity; that there is a plurality in the one God; a plurality in the Divine Essence.

And the defendants aver and say, that these discrepancies in religious doctrine between the Gurneyites and the Orthodox parties, are radical, and all-important in the opinion of these defendants, and the said Orthodox party.

The Gurneyite party are not of the same faith with them and the ancient religious Society of Friends.

And these defendants further answering say, that the unsound publications and doctrines of the said Gurney, had not

only been extensively circulated within the limits of the said Yearly Meeting of Friends for New England, but that he attended that Meeting, and travelled extensively within its limits, having general communication with its members, held meetings among them, inducing great numbers to embrace his principles and doctrines.

And in order to effect the change which should comport with the views of said Gurney, his partisans officially acknowledged their unity with him as a minister, and they appointed and organized a part of their own number to the exclusion of others, as a Committee of the Yearly Meeting, by the instrumentality of the Clerk, who was of their party, and also a member of the Committee, "to exercise a general care on its behalf, and to visit Subordinate Meetings and individuals," professedly "for the preservation of love and unity, and the maintenance of our principles and testimonies." But they visited Subordinate Meetings, made unfounded charges against Friends remarkable for their faithfulness and the soundness of their principles, and induced the Meetings to notice them, contrary to the discipline of the Society.

They advised against the appointment of sound Friends to the services of the Society, and exercised their utmost endeavors to promote their own partisans exclusively, to all important stations and affairs of trust. The difficulty in Swanzev Monthly Meeting was produced by the introduction of these unsound doctrines, and by the improper interference of these Committees; and resulted in their separating themselves from the Society, and setting up a new Monthly Meeting, in violation of the established order and discipline, in the manner before specially answered, and as stated in the proceedings of the true Swanzev Monthly Meeting, heretofore referred to, paragon D, annexed.

The same machinery was put in operation by the Gurneyite party, at the next subsequent Quarterly Meeting of Rhode Island, in the eleventh month, to which the said Monthly Meeting belonged. The Representatives and accounts were duly sent up to that Meeting by the true and legitimate Monthly Meeting; but the presiding Clerk was a Gurneyite,

and was induced to refuse to receive them, notwithstanding the strong remonstrances of the Orthodox party; so that the ancient principles and sound doctrines, and discipline of the Society could not be preserved without appointing a Clerk, and sustaining a Quarterly Meeting in accordance with its originally established and correct discipline; which was done. The Gurneyites having seceded, the Representatives were received, the accounts passed, and the other usual business of the Meeting was transacted. The paper annexed, marked F, before referred to, contains a true account of this Meeting.

These defendants further answering say, that the usual time for the Yearly Meeting having arrived, the Society of Friends assembled on Rhode Island, according to the provisions of their discipline. At this Meeting, the Gurneyite party were active in their attempts to secure such an organization of the Meeting as should secure their ascendancy in all the operations and transactions of the Society. In order to secure the appointment of a Clerk from their own party, and contrary to the express order and provisions of the Book of Discipline, which require that the Representatives should meet at the close of the first sitting, on second day morning, and should agree upon a Clerk, and report the same to the adjournment,—they postponed the whole matter, and left the meeting-house. And thereupon, the Orthodox Representatives, as in duty bound, proceeded to agree upon Clerks, and reported the same, which being fully united with by the sound Friends, they were accordingly appointed, and the usual business and transactions of the Yearly Meeting were gone through with. These proceedings, and the measures which led thereto, showing the Gurneyite party to be Separatists from said Meeting, are here again referred to. See paper E.

These defendants finally answering say, that the Gurneyites, under whom the plaintiffs claim, are Separatists from the Society of Friends; that they do not agree with Orthodox Friends in the belief of the fundamental, distinguishing, and ancient doctrines of the Society; and are opposed to them also in their order and discipline, as well as their religious belief; that they have seceded from the faith, the order and the

institutions, and discipline of the Society; yet, assuming the ancient names of the Meetings, and claiming the rights and privileges, and the property of the Meetings; and *especially*, that the Meeting claiming to be the Swanzey Monthly Meeting, of which David Shove pretends to be Clerk, is a body of Separatists, who have seceded from the true Swanzey Monthly Meeting, of which said Thomas Wilbur is, and has been for nearly twenty years, Clerk, and has no legal existence or authority to hold said house and lot, or to choose or appoint any persons to be Overseers of the Meeting, who can by law hold the same for their use. But contrariwise, the ancient Orthodox Meetings, Yearly, Quarterly, and Monthly, continue to be held by the ancient, true, legitimate, Orthodox, and legal Society of Friends, and all the rights, privileges, and property of the Society, is held in trust for their Meetings, according to the original intentions and institutions of the Society, and the grantors thereof, and the laws and statutes of the Commonwealth in such case made and provided. And these defendants deny that the plaintiffs have or hold, or have any right in law or equity to have or hold, the lot of land or house in their bill mentioned, for the purposes there mentioned, or for any purpose whatever. But contrariwise, these defendants claim, that they themselves, as Overseers of the Swanzey Monthly Meeting of Friends, are entitled to have and hold said house and lot of land, for the purposes mentioned in said deed of Elizabeth S. Danforth, before mentioned, both at law and in equity.

All which matters and things these defendants are ready and willing to aver, maintain, and prove, as this Honorable Court shall direct, and humbly pray to be hence dismissed, with their reasonable costs and charges in their behalf most unjustly sustained.

WILLIAM WOOD,
PALMER CHACE,
MILLER CHACE,
SENECA LINCOLN,
PHILIP TRIPP,
WILLIAM SLADE.

sistant were appointed to serve this Meeting having expired, Benjamin Slade, Oliver Earle, and Oliver Chace, are appointed to confer with some suitable persons for that service, and report at our next Meeting.

3d mo. 26th, 1827. The Committee appointed at our last Meeting to confer with some suitable persons to serve this Meeting as Clerk and Assistant, report Thomas Wilbur as Clerk, and Samuel B. Chace, Assistant, which meeting the approbation of this Meeting, they are accordingly appointed to that station for the ensuing year.

The Clerk not being present, David Shove is appointed for the day.

4th mo. 28th, 1828. The time for which the Clerks were appointed having expired, it is concluded to appoint Thomas Wilbur as Clerk, and Samuel B. Chace, Assistant, for the ensuing year, or until others are appointed in their places.

6th mo. 29th, 1829. The time for which the Clerk and Assistant were appointed to serve this Meeting having expired, it is concluded to appoint Thomas Wilbur for Clerk, and Samuel B. Chace for Assistant, for the ensuing year, or until others are appointed in their places.

6th mo. 28th, 1830. The time for which the Clerks of this Meeting were appointed having expired, Benjamin Buffinton, David Shove, and William Slade, are appointed to confer with some suitable persons for that service, and report at our next Meeting.

7th mo. 26th, 1830. The Committee appointed to confer with some suitable persons to serve this Meeting as Clerks, report Thomas Wilbur as Clerk, and David Shove, Assistant, which is accepted, and they are appointed to that service accordingly, for the ensuing year, or until others are appointed in their stead.

3d mo. 29th, 1831. The time for which the Clerk and Assistant were appointed having expired, it is concluded to appoint Abner Slade, Richard Mitchell, and Theophilus Shove, to confer with some suitable persons for that service, and report their names at our next Meeting.

9th mo. 26th, 1831. The Committee appointed to name a

Clerk and Assistant, have proposed Thomas Wilbur for Clerk, and David Shove for Assistant, which being satisfactory to the Meeting, they are appointed accordingly, for the ensuing year, or until others are appointed in their places.

11th mo. 24th, 1834. The Clerk and Assistant being absent, Harvey Chace was appointed Clerk for the day, and Abner Slade, Assistant.

1st mo. 26th, 1835. It appearing to the Meeting that the time for which the Clerk and Assistant were appointed is expired, Edmund Chace, Theophilus Shove, Miller Chace, and Gideon Chace, are appointed to confer with some suitable persons for that service, and report their names at our next Meeting.

2d mo. 23d, 1835. The Committee appointed to name a Clerk and Assistant for this Meeting, not being ready to make a full report, are continued, and desired to report at our next Meeting.

3d mo. 30th, 1835. The Clerk and Assistant being absent, Harvey Chace was appointed Clerk for the day.

4th mo. 27th, 1835. The Committee appointed to select a Clerk and Assistant, have named David Shove for Clerk, and Richard Mitchell for Assistant, which being acceptable to this Meeting, they are appointed accordingly for the ensuing year, or until others appointed in their places.

6th mo. 27th, 1836. It appearing to this Meeting that the time for which the Clerk and Assistant were appointed having expired, Edmund Chace and Theophilus Shove were appointed to select some suitable persons for that purpose, and present at our next Meeting.

7th mo. 25th, 1836. The Committee appointed to bring forward the names of some suitable persons to serve this Meeting as Clerks, the ensuing year, not being ready to report, are continued, and desired to report at our next Meeting.

8th mo. 29th, 1836. The Committee appointed at our last Meeting, to bring forward the names of some suitable persons to serve this Meeting as Clerks, the ensuing year, having proposed David Shove as Clerk, and Richard Mitchell as Assistant, which meeting the approbation of this Meeting, they are appointed accordingly.

8th mo. 28th, 1837. The time for which the Clerk and Assistant were appointed having expired, Abner Slade, Clark Shove, and Theophilus Shove, are appointed to select some suitable persons for that service, and present their names at our next Meeting.

9th mo. 25th, 1837. The Committee appointed at our last Meeting to select some suitable persons to serve this Meeting as Clerks not being ready to report, are continued, and desired to report at our next Meeting.

10th mo. 30th, 1837. The Committee appointed to select some suitable persons to serve this Meeting as Clerks, for the ensuing year, not being ready to report, are continued, and desired to report at our next Meeting.

11th mo. 27th, 1837. The Committee appointed to bring forward the names of some persons to serve this Meeting as Clerks, for the ensuing year, not being ready to report, are continued, and desired to report at our next Meeting.

12th mo. 25th, 1837. The Committee appointed to select some persons to serve as Clerks for the ensuing year, presented Thomas Wilbur for Clerk, and Thomas S. Gifford as Assistant, which meeting the approbation of this Meeting, they are appointed accordingly.

12th mo. 31st, 1838. The time for which the Clerk and Assistant to this Meeting having expired, it is concluded to appoint Robinson Buffinton, Edmund Chace, and David Shove, a Committee to bring forward the names of some suitable persons to serve this Meeting in that capacity at our next Meeting.

1st mo. 28th, 1839. The Committee appointed at our last Meeting to select persons to serve this Meeting as Clerk and Assistant, propose the reappointment of Thomas Wilbur for Clerk, and Thomas^s S. Gifford for Assistant, which being satisfactory to the Meeting, they are appointed accordingly for the year ensuing, or until others are appointed in their places.

1st mo. 27th, 1840. The time for which the Clerk and Assistant to this Meeting were appointed having expired, we appoint Edmund Chace and Palmer Chace, a Committee to bring forward names of suitable persons to serve this Meeting in that capacity, at our next Meeting.

2d mo. 24th, 1840. The Committee appointed to present names of persons to serve this Meeting as Clerk and Assistant, not being ready to report, are continued, and desired to report at our next Meeting.

3d mo. 30th, 1840. The Committee appointed to select a Clerk and Assistant to serve this Meeting, not being ready to report, are continued, and desired to report at our next Meeting.

4th mo. 27th, 1840. The Committee appointed to select Clerks, are not ready to report, they are therefore continued, with the addition of Oliver Earle, and are desired to report at our next Meeting.

5th mo. 25th, 1840. The Committee appointed to select suitable persons as Clerks not being ready to report, are continued, and desired to report at our next Meeting.

6th mo. 29th, 1840. The Committee appointed to select suitable persons as Clerks, are again continued, and desired to report at our next Meeting.

7th mo. 27th, 1840. The Committee in the case of Clerks, have reported Thomas Wilbur for Clerk, and James Chace for Assistant, which being satisfactory to the Meeting, they are appointed to those services for the ensuing year, or until others are appointed in their places.

7th mo. 26th, 1841. The time for which the Clerk and Assistant for this Meeting were appointed having expired, it is concluded to reappoint Thomas Wilbur for Clerk, and Harvey Chace for Assistant, for the approaching year, or until others are appointed in their places.

7th mo. 25th, 1842. The time for which the Clerk and Assistant were appointed to serve this Meeting having expired, it is concluded to appoint Oliver Earle, Oliver Chace, Theodore Shove, William Wood, Abraham Shove, and Philip Tripp, a Committee to take the subject into consideration, and present the names of Friends to serve in that capacity, at our next Meeting.

8th mo. 29th, 1842. The Committee in the case of Clerk and Assistant not being ready to report, are continued, and desired to report at our next Meeting.

9th mo. 26th, 1842. The subject of Clerk and Assistant to

serve this Meeting is still continued under the care of the same Committee, who are desired to report at our next Meeting.

10th mo. 31st, 1842. The Committee in the case of Clerk and Assistant not being ready to report, are again continued, and desired to report at our next Meeting.

11th mo. 28th, 1842. The Committee in the case of Clerk and Assistant not being ready to report, are again continued, and desired to report at our next Meeting.

12th mo. 26th, 1842. The Committee in the case of Clerk and Assistant not being ready to report, are again continued, and desired to report at our next Meeting.

1st mo. 30th, 1843. The Committee in the case of Clerk and Assistant not being ready to report, are continued, with the addition of Simpson Buffinton, and desired to report at our next Meeting.

[The subject was continued from time to time, as shown by the records, without any report being made by the Committee until the time of the following minute.]

8th mo. 26th, 1844. The Committee continued at our last Meeting, on the subject of Clerk and Assistant, not being ready to report, and one of their number proposing that said Committee be dismissed, it is concluded by this Meeting to release them from further attention to that subject.

It now appearing to this Meeting that it would be best to reappoint Thomas Wilbur for Clerk, and to appoint William F. Wood for Assistant Clerk, they are so appointed for the year ensuing, or until others are appointed in their stead.

A copy of a minute made 8th mo. 1830, to be found on Record Book, page 128.

The subject of titles to the real estate of this Monthly Meeting, coming before the view of this Meeting, it is concluded to appoint Oliver Chace, David Shove, William Slade, Abner Slade, and Theophilus Shove, a Committee to investigate the subject, and pay such attention thereto as the security of such property may require, and report when accomplished.

At a Monthly Meeting of Friends, held 2d mo. 1839, the foregoing Committee made the following report:—

Our Committee of 8th month, 1830, on the subject of titles to real estate, report:—

That they think it best that the titles to the several lots belonging to this Monthly Meeting, be renewed, by a deed being granted to our Overseers, and their successors in office, for the benefit and use of Society, and that this be signed by the Clerk of this Meeting, in keeping with the law of this Commonwealth; which is accepted, and Oliver Chace, William Slade, and David Shove, are appointed to attend to the foregoing transfers, on behalf of this Meeting, and see that the business is transacted in a legal manner, by proper acknowledgments from the Clerk, etc.

At a Monthly Meeting, held 1st mo. 27th, 1845, the above last-mentioned Committee reported as follows:—

To Swanzey Monthly Meeting of Friends.

We of the Committee appointed 2d mo. 1839, to attend to the transfer of the real estate of the Swanzey Monthly Meeting, Report, that we have paid some attention to the subject of our appointment, and in the discharge of our duty, we have had the lots whereon stands our meeting-house, in Somerset, the lot and house in Fall River, and that at Freetown, on which stands Friends' meeting-house, all transferred to our present Overseers, and their successors in office, for the benefit and use of Swanzey Monthly Meeting of Friends,—by having legal instruments drawn, signed, and properly acknowledged by the Clerk of the aforesaid Meeting, according to the directions given in the minute of our appointment, all of which we submit to the Meeting.

(Signed)

WM. SLADE,
OLIVER CHACE.

Fall River, 1st mo. 27th, 1845.

Which is accepted by this Meeting, and ordered to be recorded, and they, the said Oliver Chace and Wm. Slade, are requested to continue their care to the same subject, and report when the business is accomplished.

The foregoing extracts are true copies from the records of Swanzey Monthly Meeting of Friends.

THOMAS WILBUR, *Clerk.*

[C.]

8th mo. 26th, 1833. Edmund Chace, Benj. Slade, Robinson Buffinton, and David Shove were appointed a Committee to select and bring forward such names as would be suitable to serve this Meeting in the capacity of Overseers.

9th mo. 30th, 1833. The Committee appointed at our last Meeting to select some suitable names to serve this Meeting as Overseers, not being ready to report at this time, are continued, with the addition of Eber Chace, and requested to report at our next Meeting.

10th mo. 28th, 1833. The Committee appointed to select Overseers inform, that they are not ready to report, and are therefore continued, and desired to report at our next Meeting.

11th mo. 1833. The Committee appointed to select Overseers for this Meeting, not being ready to report at this time, are continued, and desired to report at our next Meeting.

12th mo. 30th, 1833. The Committee appointed to select Overseers for this Meeting, inform that they have paid some attention to the subject, but are not ready to report. They are therefore continued, and desired to report at our next Meeting.

1st. mo. 27th, 1834. The Committee in the case of selecting Overseers, not being ready to make a full report, are continued, with the addition of Oliver Earle and Theophilus Shove, and are desired to report at our next Meeting.

2d mo. 25th, 1834. The Committee appointed to select some suitable persons to serve this Meeting in the capacity of

Overseers, presented the following names, namely: Gideon Chace, Eber Chace, Theophilus Shove, 2d, Miller Chace, Theophilus Shove, and David Shove, which meeting the approbation of this Meeting, they are appointed to that service for the year ensuing, or until others are appointed in their room, having the unity of the women herein.

3d mo. 30th, 1835. This Meeting is informed that the time for which the Overseers were appointed has expired. Edmund Chace, Abraham Shove, Abner Slade, Robinson Buffington, Anthony Chace, and Harvey Chace, are appointed to confer with and report the names of some suitable Friends, to serve this Meeting in that capacity.

4th mo. 27th, 1835. The Committee appointed at our last Meeting to confer with some suitable persons to serve this Meeting, in the capacity of Overseers, not being ready to make a full report at this time, are continued, and requested to report at our next Meeting.

5th mo. 25th, 1835. The Committee appointed to confer with some suitable persons to serve this Meeting as Overseers, inform that they have given the subject some attention, but are not ready to make a full report; they are again continued, and desired to report at our next Meeting.

6th mo. 29th, 1835. The Committee appointed to confer with some suitable persons to serve this Meeting as Overseers, are again continued, they not being ready to make a full report at this time, and are desired to report at our next Meeting.

7th mo. 27th, 1835. The Committee continued at our last Meeting, to bring forward the names of some suitable persons to serve this Meeting as Overseers, not being ready to report, are continued, and desired to report at our next Meeting.

8th mo. 31st, 1835. The Committee on the subject of selecting some Friends to serve this Meeting in the capacity of Overseers, for the ensuing year, presented the names of Eber Chace, Abraham Shove, Theophilus Shove, Edmund Chace, Richard Mitchell, and David Shove, which meeting the approbation of this Meeting, they are appointed to that service for the ensuing year, having the concurrence of the women's Meeting herein.

8th mo. 28th, 1837. The time for which the Overseers were appointed having expired, Oliver Chace, David Earle, and Theophilus Shove are appointed to select some suitable persons for that service, and present their names at our next Meeting.

9th mo. 25th, 1837. The Committee appointed to select some suitable persons to serve this Meeting in the capacity of Overseers, not being ready to report, are continued, and desired to report at our next Meeting.

10th mo. 30th, 1837. The Committee appointed to bring forward the names of some persons to serve this Meeting as Overseers for the ensuing year, presented the names of Abraham Shove, Miller Chace, Edmund Chace, Palmer Chace, Theo. Shove, and David Shove, which being united with by this Meeting, they are appointed accordingly, having the concurrence of the women's Meeting herein.

10th mo. 29th, 1838. Joseph Estes, Gideon Chace, Philip Tripp, Israel Buffinton, and Abner Slade, are appointed a Committee to select suitable names to serve this Meeting in the capacity of Overseers, and to report to our next Meeting.

11th mo. 26th, 1838. The Committee appointed at our last Meeting to bring forward names of suitable persons to serve this Meeting as Overseers, not being ready to report, are continued, and desired to report at our next Meeting.

12th mo. 31st, 1838. The Committee appointed for that purpose, presented the names of the following Friends to serve this Meeting as Overseers, namely, Abraham Shove, Miller Chace, Edmund Chace, Palmer Chace, Theo. Shove, and David Shove, which being satisfactory to this Meeting, they are appointed accordingly, having the unity of the women herein.

12th mo. 30th, 1839. The time for which the Overseers of this Meeting were appointed, having expired, we appoint Israel Buffinton, Philip Tripp, Joseph Estes, Anthony Chace, and Moses Buffinton, a Committee to bring forward names of suitable persons to serve this Meeting in that capacity for the ensuing year, and report the same to our next Meeting.

[The subject was continued on the records from time to

time without any report being received until the following date.]

6th mo. 29th, 1840. The Committee at our last Meeting to bring forward names of persons to serve this Meeting as Overseers, are again continued and desired to report to our next Meeting; and Oliver Chace, David Shove, and Robinson Buffinton, are added to said Committee.

7th mo. 27th, 1848. The Committee continued at our last Meeting to present names for Overseers, report the following, namely, Miller Chace, Abraham Shove, Theophilus Shove, Job Chace, Theophilus Shove 2d, and David Shove, which being satisfactory to the Meeting, they are appointed accordingly for the term of one year, or until others are appointed in their places, having the unity of the women herein.

7th mo. 26th, 1841. The time for which the Overseers were appointed having expired, it is concluded to appoint Israel Buffinton, Robinson Buffinton, Oliver Earle, William Slade, and David Shove, a Committee to confer with suitable persons to serve in that capacity, and report their names to our next Meeting.

8th mo. 30th, 1841. The Committee in the case of Overseers, are not ready to report, and are therefore continued, and desired to report at our next Meeting.

9th mo. 27th, 1841. The Committee having the care of presenting names of Overseers, not being ready to report, are still continued, and desired to report at our next Meeting.

10th mo. 25th, 1841. The Committee having the care of presenting names for Overseers, are again continued, and desired to report at our next Meeting.

11th mo. 29th, 1841. The Committee appointed to bring forward names of Friends to serve as Overseers, not being ready to report, are continued, and desired to report to our next Meeting.

12th mo. 27th, 1841. The Committee continued at our last Meeting, to name Friends to serve in the capacity of Overseers, not being ready to report, and one of said Committee suggesting the propriety of discharging the Committee from further service, it is concluded to do so, and the Committee is therefore discharged.

It is concluded to reappoint our present Overseers, namely : Abraham Shove, Miller Chace, Theo. Shove, David Shove, Job Chace, and Theophilus Shove 2d, to serve in that capacity for the approaching year, or until others are appointed in their places, having the unity of the women herein.

12th mo. 26th, 1842. It now being one year since the Overseers were appointed, it is concluded to appoint Robinson Buffinton, Oliver Chace, Abner Slade, Philip Tripp, David Shove, William Wood, and William Slade, to present suitable names to our next Meeting for the service aforesaid.

1st mo. 30th, 1843. The Committee appointed at our last Meeting to present the names of Overseers, not being ready to report, are continued, and desired to report at our next Meeting.

2d mo. 27th, 1843. The Committee appointed to present names of persons to serve in the capacity of Overseers, not being ready to report, are again continued, and desired to report at our next Meeting.

3d mo. 27th, 1843. The Committee in the case of Overseers are not ready to report. They are therefore continued, and desired to report at our next Meeting.

4th mo. 24th, 1843. The Committee appointed to present names of persons to serve in the capacity of Overseers, not being ready to report, are continued, and desired to report at our next Meeting.

5th mo. 29th, 1843. The Committee appointed to present names of persons to serve in the capacity of Overseers, not being ready to report, are continued, and desired to report at our next Meeting.

6th mo. 26th, 1843. The Committee raised to present names of persons to serve in the capacity of Overseers, have paid some attention to their appointment, but not being ready to report in full, are continued, and desired to report at our next Meeting.

7th mo. 31st, 1843. The Committee continued at our last Meeting, to present names of persons to serve in the capacity of Overseers, not being ready to report, are desired to report at our next Meeting.

8th mo. 28th, 1843. The Committee appointed to present names of Overseers not being ready to report, are continued to that service, and desired to report at our next Meeting.

9th mo. 25th, 1843. The subject of appointing persons to to serve in the capacity of Overseers, is still continued under the care of the same Committee, who are desired to pay further attention to the subject, and report at our next Meeting.

10th mo. 30th, 1843. The Committee continued at our last Meeting, on the subject of Overseers, are still continued to that service, and desired to report at our next Meeting.

12th mo. 25th, 1843. The Committee on the subject of Overseers not being ready to report, are again continued for that service, and desired to report at our next Meeting.

1st mo. 29th, 1844. The Committee on the subject of Overseers not being ready to report, are continued, and desired to report at our next Meeting.

2d mo. 26th, 1844. Our Committee on the subject of Overseers not being ready to report, are again continued, and desired to report at our next Meeting.

3d mo. 25th, 1844. Our Committee on the subject of Overseers not being ready to report, are continued, and desired to report at our next Meeting.

4th mo. 29th, 1844. The Committee on the subject of Overseers not being ready to report, are again continued, and desired to report at our next Meeting.

5th mo. 27th, 1844. The Committee continued at our last Meeting on the subject of Overseers, not being ready to report, are again continued, and desired to report at our next Meeting.

6th mo. 24th, 1844. The Committee continued at our last Meeting on the subject of Overseers, not being ready to report, are again continued to that service, and desired to report at our next Meeting.

7th mo. 29th, 1844. Our Committee on the subject of nominating Friends to serve in the capacity of Overseers, are again continued, and desired to report at our next Meeting.

8th mo. 26th, 1844. The Committee continued at our last Meeting, to present names to serve in the capacity of Over-

seers, not being ready to report, they are released from further service, at the instance of a part of said Committee. And it is now concluded to appoint William Wood, William Slade, Miller Chace, Palmer Chace, and Seneca Lincoln, to the station of Overseers for the year ensuing, or until others are appointed in their places.

9th mo. 30th, 1844. It is now concluded to appoint Philip Tripp to the station of an Overseer, in addition to those appointed at our last Meeting; and the further addition of names is postponed for the present.

[D.]

An extract from the Minutes of Swanzey Monthly Meeting, held in Fall River, 12 month, 30th, 1844.

“Received at this time, a circular emanating from the Meeting for Sufferings, purporting to give a statement of facts pertaining to the recent separation in our Monthly Meeting, as also in other branches of the Quarterly Meeting, which has been read, and the consideration of which has resulted in the appointment of the following named Friends as a Committee; to take the subject into consideration, and if way should open for it, to prepare a correct and more detailed account of the aforesaid separation, and present to our next Meeting.

STATEMENT OF THE COMMITTEE.

To Swanzey Monthly Meeting. We, your Committee appointed to take into consideration the subject of the late separation in this Monthly Meeting, and to prepare if a way should open for it, a correct statement thereof, have endeavored to give attention to the subject of our appointment; and having collected facts in relation thereto, have compiled the following brief statement of the same, together with the causes which led to such a result.

It would have been desirable in presenting this statement to the Meeting, which will probably remain a record of a part of its history, to have avoided inserting the names of individuals therein actively concerned. But in this essay, such a course it has been found, would render the account prolix or unintelligible. Although some incidents occurred, which were an indication of a diversity of religious sentiment, prior to the date here mentioned, yet it is thought sufficient for the present purpose, to commence the account on the 26th of 7th month, 1841, when Israel Buffinton, Robinson Buffinton, Oliver Earle, William Slade, and David Shove, were appointed a Committee by the Monthly Meeting, to bring before the Meeting the names of persons suitable for Overseers. This Committee, not being able to agree, were continued from time to time, until in the 12th month of the same year, at the suggestion of one of the Committee, (William Slade,) they were dismissed from further service. And it was then proposed by Thomas Wilbur, that the former Overseers be reappointed, which was acceded to by the Meeting. These Overseers were *Job Chace*, *Theophilus Shove*, 2d, *Abraham Shove*, Miller Chace, *Theophilus Shove*, and *David Shove*.*

The causes which thus delayed the progress of the Committee, and prevented them from performing the service assigned them, it is believed are of sufficient importance to be here briefly detailed. It appears by the accounts given by the Committee, that several of them were in favor of nominating *Edmund Chace*, and would otherwise consent to no report, while others were not satisfied to nominate this individual, because there was an unsettled difference between him and another Friend. Israel Buffinton objected also, for *that* and the further reason that *E. Chace*, had sent his father a pamphlet, (written by Joseph J. Gurney,) which, professing to set forth the doctrines of Friends, contained unsound sentiments. This objection he made in confidence, in an interview with another of the Committee upon the subject of their appointment, having previously taken an opportunity with *E. Chace*, relative to

* Those in Italics supported Joseph J. Gurney.

the pamphlet, but obtained no satisfaction. This objection was soon reported to *E. Chace*, who it appears, felt himself aggrieved; for not long after, he called upon Israel personally, giving him to understand that he had been informed of his remarks, and saying, "we cannot settle it between us; I shall take the Church order with thee." Subsequently, two of the Overseers called I. Buffinton to an interview on this subject, and one of them required him to make concessions. He informed them, that he was willing to meet the accuser according to discipline, under the head of Detraction, (that being the charge,) with two or three Friends, and leave it for them to decide whether he was justified in making the remark he did. This right he claimed before any further action should be taken in the case.

Advice was now asked by one of the Overseers of several Friends, who cautioned him against carrying a complaint to the Monthly Meeting, before the accused should have had the preliminary hearing provided by our discipline,—which course, the said overseer replied, was in accordance with his views. Notwithstanding these precautions, the two aforesaid Overseers presented to the Monthly Meeting, in the 3d month, 1842, the following complaint.

"To Swansey Monthly Meeting of Friends.

"Israel Buffinton, having indulged in a spirit of detraction, in violation of our Christian discipline, by accusing and charging *Edmund Chace* with circulating unsound writings; also aiding and abetting, or vindicating an unsound Friend; and we, having had several interviews with him on that account, and he not evincing a disposition to render satisfaction, we submit the case to the Meeting for their disposal.

JOB CHACE,
THEOPHILUS SHOVE, } *Overseers."*

As this difficulty had existed several months, Friends generally knew how the case stood, and were not prepared to receive and record such a complaint, until those preliminary rights had been granted to the accused, which he informed

the Meeting had not been done. This statement was confirmed by one of the Overseers, who signed the complaint.

It was proposed to return the complaint to the Overseers, that the accused might avail himself of every right guaranteed by our discipline; but the only one present of those who preferred it, declined taking it back.

After various propositions and considerable discussion, at length a Friend proposed that a few members should be appointed to assist the Overseers in adjusting the difficulty, which being generally agreed to, the Clerk soon after informed the Meeting that he had made a minute, which, if it met the views of Friends, might be adopted; otherwise he would endeavor to make such alteration as the Meeting might agree upon. The minute was then read as follows, namely:—

“This Meeting concludes to appoint ——— a Committee to assist the Overseers of this Monthly Meeting, in the adjustment of some unpleasant affairs, appertaining to the well-being of society at large, and also to individual privileges;” which being accepted by the Meeting, the Clerk called for names to constitute the Committee. Whereupon, those who had urged the reception of the complaint, began nominating faster than the Clerk could write their names. Some having declined, the following names were taken; William Slade, Oliver Chace, *Thomas S. Gifford*, *Oliver Earle*, and Thomas Wilbur. Here let it be observed, that this was the case wherein the Clerk and some other Friends have been accused of seriously interrupting the administration of the discipline. A part of this Committee had an interview, and proposed a time for meeting upon the subject of their appointment, and the rest being notified thereof, acceded to the proposition.

At a subsequent Monthly Meeting, inquiry being made whether the Committee were ready to report, one of them replied, that the minute of their appointment did not require them to report. At the Monthly Meeting in the 5th month, the same individual who before made the inquiry, called again for a report; and one of the Committee informed the Meeting, that although they were not required by the minute of their appointment to report, yet they had a statement of their pro-

ceedings, which they were willing should be read for the information of Friends; and the proposition being united by the Meeting, it was read. The following extract embraces all the facts in this statement, namely:—“The undersigned of the Committee appointed by the Monthly Meeting, in the 3d month last, to assist the Overseers in the adjustment of some unpleasant affairs, &c., and one of the Overseers feel willing to give to the Monthly Meeting the following statement, as the result of their investigation and labors. A difference between two individuals, which had resulted in a complaint brought by one of them to the notice of the Overseers, and by them to the Meeting, was a case which seemed to give origin to the aforesaid appointment, and which claimed the immediate attention of the Committee. With a view of effecting as speedy a settlement of this unhappy affair as might be, they concluded on an early interview of the Committee, Overseers, and individuals concerned. But in consequence of severe sickness and death in the family of one of the Committee, the Meeting was finally postponed until the 7th day of the 16th of 4th month last; of which time, the Overseers and parties concerned, had due notice. At this Meeting, the undersigned, and the individual accused, were all that were present; the accuser having previously declared to one of us, that he had no case with the accused; that he saw or knew of no reason why he should be present. We therefore concluded that he must have given up the case, as far as he was personally concerned; so that the case remained only between the person accused, and the constituted authorities of the Monthly Meeting, and came properly and entirely within their province, to investigate, adjust, and settle, if circumstances favored such a disposition of it. Or in case we were mistaken as to the accuser's motives in declining to meet with us; and that he still intended to prosecute the case in a manner behind the scene, it appeared to the undersigned, that he had lost his case by default. For it is very clear that the intention and design of our discipline in such cases is, that the accuser, before bringing the case to the notice of the Monthly Meeting, and thus impeach the character of a Friend unheard, shall be brought face to face with his brother,

in the presence of a number of witnesses. We therefore, on behalf of the Society, whose servants we are, made a pretty thorough investigation of the whole matter; solicited evidence as to the offending declaration, and did then there come to the conclusion, that it was not such as to warrant the Monthly Meeting in withholding from the individual accused, the rights and privileges of a member of society. And after extending to him such advice as the nature of the case and circumstances seemed to require, (and with which he manifested a cordial disposition to comply,) we drew up in writing our tender advice and admonition to the accuser, which was presented to him by one of us in person, in a letter form, he being at the same time informed of the object and nature of the communication; but which he refused to accept, peruse, or hear read."

Signed,

MILLER CHACE,
OLIVER CHACE,
WILLIAM SLADE,
THOMAS WILBUR.

The disturbance of our religious Meetings produced by these proceedings, was afterwards much prolonged by *Edmund Chace*, who several times called up the subject therein; and *Jethro F. Mitchell*, with some others of the Quarterly Meeting's Committee, were prevailed upon to visit Israel on the subject, taking E. Chace in their company, who in this interview admitted the fact of sending the pamphlet to Benjamin Buffinton, but would not admit that it contained unsound doctrine. And Israel being now called upon to make an acknowledgment, could not allow that the sentiments in said pamphlet were sound, for upon this point solely, the charge rested. In a subsequent interview with *Jethro F. Mitchell*, I. Buffinton told him he was willing to leave this point to the Meeting for Sufferings; but a decision by them has never been obtained.

In the 7th month, 1842, the Monthly Meeting appointed Oliver Chace, *Oliver Earle*, William Wood, *Abraham Shove*, *Theophilus Shove*, and Philip Tripp, a Committee to propose to the next Meeting, the names of suitable persons to serve the Meeting as Clerk and Assistant. In the 1st month, 1843,

Simpson Buffinton was added to the Committee, who were continued from time to time, until the 7th month, 1844, when, as will hereafter be seen, three only out of the seven, signed a report, and presented it to the Meeting.

It seems best in this place to allude to the progress of this Committee, and the untiring efforts of a part of them to accomplish the object of their appointment. We say a part, because others many times, failed to meet and coöperate with the rest, on the business committed to them.

A report, signed by William Wood, Philip Tripp, and Oliver Chace, was presented to the Meeting, in the 8th month, 1843, proposing Thomas Wilbur for Clerk, and *Joseph Estis* for Assistant. This was objected to by *Edmund Chace* and others, on the ground that it was not signed by the whole Committee.

And as the reception of it was not urged on account of the objection by a few Friends, it was not adopted; though a larger portion of the Meeting had united with the nomination. The Committee was continued. In the 12th month, 1842, *Robinson Buffinton*, Oliver Chace, *Abner Slade*, Philip Tripp, William Wood, William Slade, and *David Shove*, were appointed a Committee to propose to the next Meeting the names of suitable persons for Overseers. This Committee were continued from time to time, not being ready to make a united report. The major part, however, labored industriously, appearing anxious to produce a unity of sentiment, and accomplish the object of their appointment, while some of their number appeared more indifferent, and for several months failed to meet with the rest, at the times agreed on. Things being in this state, in the 8th month, 1843, Oliver Chace, William Wood, and William Slade, signed and presented a report to the Monthly Meeting, proposing Miller Chace, *Oliver Earle*, *David Shove*, Philip Tripp, Palmer Chace, and *Joseph Estis*, for Overseers. This report was objected to by *Edmund Chace*, *David Shove*, and a few others, upon the old ground that it was not signed by all of the Committee; and it not being accepted, the Committee was continued. In the ninth month following, a report was again offered to the Meeting, signed

by William Slade, William Wood, and *Abner Slade*, proposing for Overseers, Miller Chace, *Oliver Earle*, *David Shove*, *Joseph Estis*, and *Mark Anthony*, and the signers of this report stated, that the other members of the Committee present, had consented to this nomination. But *Robinson Buffinton* denied having agreed to it; and *Edmund Chace* objecting to its being read, it was not done, and the Committee were continued.

At a subsequent Meeting, when *John Meader* was present, the aforesaid Committee having informed the Meeting that they had agreed upon no report, John made some very pertinent and applicable remarks, saying, in substance, that Friends should be condescending, yielding their own will, preferring one another, &c. William Wood said, that as one of the Committee, his object had been to make a suitable selection; he had endeavored to give up his own will in the matter, and had consented that the three Friends, who could not see their way clear to unite with the others, should propose half the names. In responding to this, *John Meader* said that he, (William Wood,) and those acting in unison with him, ought to give up *all*; that the others should make no compromise, because they were acting in the Truth — or in other words to same effect.

It seems proper, here, to go back a little in our account, and allude briefly, to the action of superior Meeting and their Committees, in relation to Swanzey Monthly Meeting, that the reader may see how little their labors, (i. e. those of the Committees,) were calculated to preserve love and unity, and maintain the discipline and order of our Society, when they insisted on the appointment, as an Overseer, of the individual who complained of a Friend for his objection to unsound writings, and urged upon the Meeting the reception of minority reports in favor of their views, totally disregarding the conscientious objections of many Friends.

In the 8th month, 1842, the Quarterly Meeting appointed a Committee to visit South Kingston and Swanzey Monthly Meetings, on account, as was alleged, of deficiencies in the answers to the queries. Some of this Committee visited Swanzey Monthly Meeting at divers times, without giving

any very definite advice. And in the 9th month of the next year, *Jonathan Dennis*, one of the Committee then in attendance, said in substance, that our Monthly Meeting was large and respectable, and he believed, as capable of transacting its business as any other within the Quarter; and thought his services in that capacity were pretty much accomplished, and did not know that he should come any more. This same Friend, at the ensuing Quarterly Meeting, in the 11th month, 1843, proposed that the Committee should be dropped; and added remarks similar to those expressed in the Monthly Meeting, that he thought Swanzey Monthly Meeting was capable of transacting their own business. But the *Clerk* thought they had better be continued, and to have a care over all the Monthly Meetings. This proposition not being objected to, though approbated only by the voice of two or three, was adopted, by the *Clerk* making a minute to that effect.

This Committee, subsequently, attended our Monthly Meeting occasionally; and at one time, one of them informed the Meeting, that the course it had pursued, in declining to accept a complaint from the Overseers, and appointing a Committee to assist them, was not in accordance with discipline, wrong, and unprecedented; that there was no place of judgment between the Overseers and the Monthly Meeting. [Thus, as it would seem, making it obligatory on a Monthly Meeting always to record and act on a complaint presented to it, under all circumstances, — which position would set the Overseers above the Meeting, instead of their true place, as its servants.] The *Clerk* informed, that our records show that such a course had been pursued by Swanzey Monthly Meeting several times, long ago; and that difficulties had been settled by that means without coming again before the Meeting. The Committees of Swanzey Monthly Meeting, which had been some time standing, on the subject of Clerks and Overseers, were verbally informed in the 7th month, 1844, that the Yearly Meeting's Committee wished to meet with them at Somerset, on the 7th day previous to our Monthly Meeting. They accordingly met with them there, together with some of the Quarterly Meeting's Committee, although a subsequent time had been agreed upon for the Committee to meet.

The Committees of the Superior Meetings requested those of the Monthly Meeting, after making an effort to come to an agreement, to report progress to them. It appeared that the Committee on the subject of Clerks, did not agree upon any report; neither was any form of one drawn up at that interview. That, on the subject of Overseers, agreed upon a selection of five names, but the sixth name was urged by a portion of the Committee, prevented four from signing the report. On representing their condition to the Committees of the Superior Meetings, the Yearly Meeting's Committee took the responsibility of adding the sixth name, which was that of *Edmund Chace*, and solicited the Committee to sign it; who fully offered their reasons for not doing so. These were again offered in the Monthly Meeting, as will appear.

At our Monthly Meeting, the second day following, some of the Yearly Meeting's Committee were in attendance, and handed to the Clerk a minute of their appointment. The Clerk requested that this minute might be retained by him until he should record it, that we might know when any of them were in attendance with us. But *Roland Greene*, one of the Committee, replied that it was not necessary, adding, "we always carry it with us." And so they withdrew it. The subject of Clerk and Assistant coming before the Meeting, there was laid on the table the following report, namely:—

"To Swanzey Monthly Meeting.

"We of the Committee, in the case of Clerk and Assistant Clerk, report, that we have been together since our last continuance, and there did not appear to be any prospect of our agreeing on names to fill those places. Whereupon we propose, with the advice of the Yearly Meeting's Committee, *David Shove* as Clerk, and *Jonathan Freeborn* as Assistant Clerk, which we submit to the Meeting.

"Swanzey, 27th of 7th month, 1844.

"THEOPHILUS SHOVE,

"OLIVER EARLE,

"SIMPSON BUFFINTON."

It may be noticed, that this report is signed only by three of the Committee of seven.¹ Of the time when, and place where, it was prepared and signed, others of the Committee were not notified.

A communication was passed to the table from the hand of *Roland Greene*, about the same time of the above report, which is as follows:—

“ *To Swansey Monthly Meeting.*

“ Dear Friends, — The Committee appointed by the Yearly Meeting to extend a general care on its behalf for the preservation of love and unity among our members, the maintenance of our Christian principles and testimonies, and the support of the discipline of the Church; and in the ability that may be afforded them to assist and advise such Meetings and members as circumstances may require, and way open for, under the direction of best wisdom, having from a belief that our duty under our appointment required it, met with the Committees of your Meeting, appointed about two years since to propose the names of Overseers and Clerks, and apprehending that the cause of Truth, and the right exercise of our Christian discipline urgently demands that there should be no further delay in the cases, were united in giving the following advice. It appearing, by the voluntary declaration of those members of a Committee who were present, appointed, as we apprehend, without the authority of discipline, and out of the usual order of Society, to assist the Overseers when they presented a complaint against an individual, that they believed *Edmund Chace* to be innocent of the charges preferred against him by said individuals, and that they did not intend, in their report to the Monthly Meeting, to implicate him,²— we were united in judg-

¹ ABRAHAM SHOVE was one of the Committee, but being in ill health, we believe he did not act in that capacity after SIMPSON BUFFINTON was added in the first mo. 1843.

² The admission here alluded to, made by two of the Committee of the Monthly Meeting, relative to EDMUND CHACE'S innocence, refers only to his motives in circulating unsound Doctrines, (they being charitably disposed towards him,) and not to the charges subsequently alleged against him.

ment, that this document ought not to be retained by the Monthly Meeting, nor among its papers, but destroyed.

“The Committee on Overseers informed us that they had agreed upon five Friends for this station, and there being but one of them from within the limits of Fall River Preparative Meeting, it being usual to appoint two from that Meeting, in view of the circumstances, we were united in advising the Committee to propose to the Monthly Meeting to appoint *Edmund Chace* in addition to those named, there appearing not to be any grounds for the objections originally urged against this appointment.

“The Committee in relation to Clerks, informed us that they could not agree upon names; and after a full consideration of the case, we thought it right to advise the Committee to propose to the Monthly Meeting to appoint *David Shove* for Clerk, and *Jonathan Freeborn* for assistant Clerk. And we are now united in advising the Monthly Meeting to make the appointments, and to carry into effect the recommendations, believing that hereby the best interests of the Monthly Meeting, and its preservation in the unity of the Quarterly and Yearly Meetings, will be promoted.

“On behalf of the Yearly Meeting’s Committee.

“*ROLAND GREENE.*”

“Swanzy, 7th month, 29th, 1844.”

“A Friend requested the Clerk to read from our Discipline, on page 118, relative to the right of a Monthly Meeting to appeal; which request was complied with. He then inquired of the Yearly Meeting’s Committee, whether the written advice now presented by them was intended as the written notice there alluded to, and to be used as the means by which this Monthly Meeting should be dissolved, unless appealed from. The Yearly Meeting’s Committee did not condescend to make any reply; and the same inquiry was afterwards made by several Friends, when *William Jenkins* replied, that the Yearly Meeting’s Committee knew their own views best!

Considerable discussion took place while the report of a part of our Committee, as above, was pending, and various opin-

ions were expressed; and the Clerk endeavored to come to a sense of the Meeting on the subject, and made a minute, referring it to our next Meeting under the care of the same Committee.

The Clerk was then inquired of, by an individual, upon what grounds he collected the sense of the Meeting, to authorize him to make such a minute? He stated that his judgment was based upon the expression of the most substantial members of the Monthly Meeting; those whose lives and deportment were most exemplary, and the most in conformity with our discipline. And that the report being a minority one, it was based in part upon the judgment of a majority of a very solid and judicious Committee.

And furthermore, it has been the usage in this Meeting for a great length of time, and has been handed down to us by many pious and worthy Friends, who have now gone to rest, that when any considerable portion of the Meeting were adverse to a measure, that measure should not be carried over their heads; but quietly wait until the Meeting should become more united. *John Meader* objected to such a rule. The Clerk further said, it is to be observed, that the minute which has now been made, does not carry forward the measure under consideration, but leaves it where we found it. The Clerk then called on the Committee intrusted with the nomination of Overseers, for their report, and *Robinson Buffinton* brought to the table the following communication, viz.:—

“ *To Swanzey Monthly Meeting of Friends.* ”

“ We, your Committee, appointed to select names of Friends for Overseers, present the following:— *Oliver Earle, Simpson Buffinton, Theophilus Shove, David Shove, Jonathan Freeborn, Edmund Chace.* The latter name was added by the advice of the Yearly Meeting's Committee.*

ABNER SLADE,
ROBINSON BUFFINTON.

“ Swanzey, 7th month, 29th, 1844.”

* It may be proper here to observe, that no other report has been brought to the Monthly Meeting, in relation to Clerks and Overseers, since the appoint-

It will be observed, that but two out of seven of the Committee signed this report, but *David Shove*, another of the Committee, united with the same in the Monthly Meeting. Several of the Committee said that they would have agreed to this report, had not the name of Edmund Chace been added; but as it was, they could not; and reasons were offered for declining to do so. While the subject was before the Meeting, a Friend observed that he felt the necessity of informing the Yearly Meeting's Committee, what the objections were, and continued to state, that some time before, the individual now under nomination declared in this Monthly Meeting, in presence of divers strangers, that a certain document presented to the Meeting and signed by four of its members, "was not the truth," and that he had since said so, not only in his own house, but in highways and byways, and that he (the speaker) was willing to say, after taking himself from the Friends thus accused, that the remaining three were as respectable for truth and veracity as any in the Meeting, and that they would not suffer in this respect, by a comparison with any three Friends in the Yearly Meeting, that a private interview had been taken with the individual, with a view to reconciliation, without avail, and the next step pointed out by Holy Writ, and recognized by our discipline, was then taken, namely: an interview before witnesses, but without effect; and that in consequence of these failures to effect a reconciliation, a complaint had been prepared and signed by the aggrieved party, which must, ere-

ment of these committees in the seventh and twelfth months, 1842, than those which are exhibited in this statement. By which it appears that but three of the Committee on the subject of Clerk and Assistant, united in the nomination of *David Shove*: while three others of the Committee expressed their decided disapprobation of the nomination — *Abraham Shove* not acting in the case.

And it further appears, that four of the Committee of seven on the subject of Overseers, uniformly opposed the nomination of *Edmund Chace* to that station.

Yet we find it stated, in the late Circular of the Meeting for Sufferings, when speaking of the proceedings of Swanzey Monthly Meeting, that "with the exception of two or three individuals, all the members of these Committees of the Monthly Meeting, either united with the names proposed, or expressed their acquiescence therein"!!

long, claim the attention of the Overseers, and the Monthly Meeting; adding, that he felt willing to appeal to the Yearly Meeting's Committee, whether a Friend thus guilty of defamation and slander, was eligible to the appointment of an Overseer; a situation which would bring his own case under his official consideration. But the Committee would not notice this appeal to their judgment, still urging the appointment of *Edmund Chace*.

It was proposed that the five Friends agreed to, should be chosen as Overseers, leaving the sixth until a subsequent time; but *David Shove*, and some others, objected to any choice being made, unless the whole report was adopted. The Clerk inquired of the Yearly Meeting's Committee, whether they would not consent that *E. Chace* should be left out of the list, and some other Friend named for the place; and finally, whether they would not consent that we should take *Theophilus Shove 2d*, one of the present Overseers! *John Meader* said, "The Committee have all agreed, *it's fixed*, we can make no compromise." The Clerk having collected the sense of the Meeting, made a minute, referring the subject one month, under the care of the same Committee.

[Our Monthly Meeting, we believe, has always manifested a disposition to take the advice of Friends, when it was given agreeable to the provisions of the discipline; but we do not find that these, anywhere, give authority to a superior Meeting, to go into an inferior, uncalled for by such Meeting, and dictate the transaction of its business. But the whole scope and tenor of the discipline, in granting appeals to inferior Meetings and individuals, would seem to foreclose the exercise of such authority by a superior Meeting. Because, giving to a Meeting or an individual, the right of appeal to a body who had already judged the case, would be to make our discipline, in that respect, a nullity.

And there is another consideration relative to such a course, which is of great magnitude and weight;—that Friends in their deliberations and proceedings in transacting the affairs in the church, should seek best wisdom, and endeavor to be governed in their decision by the instructions of the spirit of

Truth. And if it is to become the established usage, that a Yearly Meeting's Committee may go into a Monthly Meeting, and there dictate its proceedings, and make its decisions, then this fundamental principle, by which Friends profess to be governed, would be laid waste.]

This Monthly Meeting appointed Representatives to attend the ensuing Quarterly Meeting, to be held in the eighth month following, by whom were sent answers to the queries, and other necessary accounts, signed by Thomas Wilbur, Clerk. And after a session of six hours, concluded in the usual way. The Quarterly Meeting recognized the Representatives appointed as above, and received the accounts as from a regular established and duly organized Monthly Meeting.

At our Monthly Meeting, held on the 26th of eighth month, 1844, we had the company of several strangers, or persons not members of said Meeting. When the public Meeting was concluded, and Friends were about to proceed to the business, the Clerk (Thomas Wilbur) having taken his usual seat at the table, *John Meader*, of Providence, rose and said, in substance, that he wished Friends to pause a little, as he had something to communicate, relative to the situation in which this Meeting then stood; and thought it unnecessary to go further back than the Meeting of the previous month. He proceeded to make a statement of the doings of the Yearly Meeting's Committee, and of the last Monthly Meeting, saying, that the Yearly Meeting's Committee laid before the Quarterly Meeting the written advice which they had presented to our last Meeting, and that the Quarterly Meeting approved of it, and ordered it placed on record. That the Committee of the Quarterly Meeting which had been for several years standing, was dismissed, and a selection of Friends made to attend this Meeting to assist in the transacting of its business, appointing its officers, and in the due organization of the same; adding, that this course was in perfect accordance with the usages of our Society. He closed his remarks by proposing that Thomas Wilbur should now leave the table, and *David Shove* take his seat there, as Clerk of this Meeting. This proposition was approved by *Jethro F. Mitchell*, *James Dennis*, *Timothy C. Col-*

lins, *Zaccheus Chace*, *Gideon C. Smith*, *William S. Perry*, and a few others, who not being members of Swanzey Monthly Meeting, had therefore no right to meddle in the transaction of its business. Neither did they, or any of the strangers referred to, present to the Meeting any credentials, clothing them with authority for such conduct, though repeatedly requested to show the authority by which they acted. The change of Clerk was again repeatedly urged by *J. Meader*, and united with by a number of our members, though a large number objected to it, placing their disapprobation partly on the ground that they were fully satisfied with *Thomas Wilbur*, as Clerk, but *David Shove* having acted in that capacity a few years since, did not give general satisfaction. It was further observed by some speakers, that the object and aim of some who advised a change in the Clerk, were clearly to procure the disownment or expulsion of all who had (in any way) taken a stand against the introduction of spurious and unsound doctrines. And the character of those doctrines, and the means taken for spreading them among Friends was alluded to, as also the fact of a design cherished by some portion of our Society, to establish these new views, as evinced by the disownment of some, and the persecution of many, for no other reason than their advocating a firm adherence to the original principles of our Society, and speaking freely against the adoption and spread of those which are unsound. The important fact was also noticed, that the first prominent manifestation of disunity in Swanzey Monthly Meeting, was an attempt to have a Friend dealt with for speaking against the circulation of unsound doctrines.

After some further discussion, at the request of several Friends the Clerk proceeded to open the Meeting, by making the usual minute; whereupon, *John Meader* repeated his request that *David Shove* would walk forward to the table, and he rising, advanced towards it, aided by *James Dennis* and *Timothy C. Collins*, two of the aforesaid strangers, one of them taking him by the arm, and leading him forward. But on approaching the Clerk's table, not finding room made there for him, they paused a moment, and *John Meader* said, "take

another seat," whereupon they turned away, and sat down in another place, and *David* soon commenced writing. In the mean time, the regular Clerk of the Monthly Meeting had read the opening minute, and now proceeded to take up references from the records of last month, calling up Committees, who accordingly reported. *David Shove* now read, apparently from several papers, much to the disturbance of the Meeting. At length, *John Meader* proposed to adjourn, which was united with by some of the strangers, and *two* or *three* members of our Monthly Meeting; soon after, while the Clerk was reading in the regular course of the Meeting's business, *John Meader* rose, and rather impatiently, urged an adjournment; and many others rising about the same time, *David Shove* said, "the Meeting is adjourned to three o'clock." During this commotion and disorder, *John Meader* said that all those who remained on their seats, would be considered out of unity with the Yearly and Quarterly Meetings. And most of the strangers, and many of our members, left the house.

The Clerk, however, notified Friends that the Meeting was not adjourned, and requested that they would remain quiet. About thirty of our members remained, and the Meeting continued to transact such business as necessarily came before it, until it was accomplished, and then quietly separated. It seems that some person, (we believe *James Dennis*, of Providence Monthly Meeting,) about the time the Separatists left the house, went into the women's Meeting, unauthorized by the Clerk, and informed them that the men's Meeting was about to adjourn; and before seasonable time was allowed for correcting the error, the women's Meeting had adjourned.

It will be recollected that the Yearly Meeting's Committee, at our previous Monthly Meeting, withdrew their minute of appointment, not allowing the Clerk opportunity to record it, and one of them said that they "always carried it with them;" therefore, inasmuch as they at this time declined to produce any credentials, they must in these proceedings, have acted upon their own individual responsibility. And those who were in attendance, professing to be a Committee of the Quarterly Meeting, most decidedly refused to exhibit to the Monthly

Meeting, any authority from the Quarterly Meeting, when called for; and whatever action they took, in assisting to set up a separate table, and a separate Clerk in the Meeting, was unauthorized and disorderly.

We believe that a paper purporting to be a minute from the Quarterly Meeting, appointing a committee to attend Swanzey Monthly Meeting, was read by *David Shove*, before leaving the house. But such document produced after a schism had been effected, could not, we conceive, look back and legalize disorderly proceedings, already performed in an individual capacity; neither can it be admitted that such credentials, even if presented in a regular manner to the Meeting, could confer such powers and authority as these individuals claimed and attempted to exercise. The Preparative Meetings, with the exception of one, now send their Representatives and accounts to the regular, and long-established Swanzey Monthly Meeting.

During the proceedings of the Monthly Meeting in the 9th month, some business was sent to the women's department, but the person then acting as Clerk there, declined to receive it; whereupon they appointed another in her place, that they might coöperate with Swanzey Monthly Meeting of men-Friends, and a number of women withdrew from the Meeting, together with the former Clerk.

WILLIAM SLADE,	} <i>Committee.</i>
OLIVER CHACE,	
THOMAS WILBUR,	
AMOS D. WILBUR,	
ISRAEL BUFFINTON,	

Extracted from the minutes of Swanzey Monthly Meeting, and by direction thereof, forwarded to the Quarterly Meeting,
by THOMAS WILBUR, *Clerk.*

[E.]

At our Yearly Meeting of Friends for New England, held on Rhode Island; beginning with public Meetings for worship,

both at Newport and Portsmouth, on first day the 15th of 6th month, 1845; and at Newport on second day morning, the sixteenth, for discipline. Having assembled under circumstances very peculiar and painful, it has appeared to us important, briefly to set forth and to place upon our records, some of those causes which produced a division in Rhode Island Quarterly Meeting and its subordinate branches, during the past year, and which resulted in a fearful schism in the early part of this Yearly Meeting, whereby we have been deprived, not only of the reports from all our Quarterly Meetings except one, but also of the books and papers of the Yearly Meeting, including the minutes made during our first sitting, [on second day, morning].

For several years past, many of the most prominent and influential members of this Yearly Meeting, who had formerly appeared to be in good measure established in the truth, but who for want of an humble abidance therein, which would have preserved them out of all error, have fallen from that state and standing which they once knew, and have manifested a sorrowful disposition to lower the standard of our Christian profession, by introducing and conniving at the introduction of doctrines, principles, and practices, at variance with and subversive of those which have ever distinguished us as a people, as set forth in the standard writings of our early Friends, particularly in Robert Barclay's "Apology for the True Christian Divinity," which has been fully approved and adopted, not only by this Meeting, but by the Society at large. In order the more easily to effect a change in our well-known principles, corresponding with that which had taken place in themselves, they have not hesitated to lay waste the good order and discipline of the church; making use of the station and influence which they had improperly retained in the Society, and of a profession of great concern for the maintenance of its order, to conceal their secret defection in principle, and to gloss over their proceedings, which were designed to "hurt and destroy" those who could not be induced to unite with them in removing "the ancient landmarks" of our Christian profession, or to refrain from bearing testimony to

the truth, as always held and supported by Friends, and as enjoined by our discipline. Seeming to depend very much upon their numerical strength, many and various have been the artifices to which they have resorted, to increase and perpetuate their own power and numbers. They have been unwearied in raising and spreading unfounded prejudices and evil reports against those Friends [both at home and abroad] who firmly opposed these innovations, some of whom in this way they succeeded in laying under dealing and disowning. And in order to effect this purpose, they have very improperly interfered with the administration of the discipline in different Monthly Meetings; in one instance, dissolving a Monthly Meeting in a manner plainly contrary to the express provisions of the discipline; and in another, causing a separation, and setting up a spurious Monthly Meeting.

Thus the most important rights of individuals and of Meetings have been disregarded, whenever the testimonies of the one, or the conclusions of the other, have stood in their way. And when their proceedings with respect to these, have been brought up for investigation, by appeal to the Yearly Meeting, the undue influence and power which they had attained, as well as the declension of many with them into outward, literal views and interpretations of Scripture, has enabled them to sustain themselves by an apparent majority of numbers.

Many of these prominent and influential men, who, as a Standing Committee of the Yearly Meeting, have been for a long time engaged in efforts to suppress all expression of dissatisfaction with the new doctrines sought to be introduced amongst us, were actively engaged in effecting the separation in Rhode Island Quarterly Meeting, and in sustaining the spurious Quarterly Meeting there.

At the first sitting of the Yearly Meeting, the report from the said spurious Quarterly Meeting was read, together with those from the other Quarters, and the Representatives' names entered upon the minutes. The report from the genuine Rhode Island Quarterly Meeting was afterwards read and minuted, as purporting to come from that Meeting, and the Representatives' names recorded; whereupon, a member of

the Standing Committee proposed a reference of the subject to the Representatives from all the Quarterly Meetings except Rhode Island, for them to report which of the two Meetings and sets of Representatives should be acknowledged by the Yearly Meeting.

The Representatives from Rhode Island Quarterly Meeting objected to this proposition, upon the ground that several of the Representatives from the different Quarters were members of the Standing Committee, already implicated in the separation within their limits, and in the support of the unsound doctrines and disorderly practices before alluded to; and moreover, that unfair and proscriptive measures had been resorted to in the appointment of some of the Representatives, with a special view to the existing controversy among us. In one Quarterly Meeting, all who were suspected of being opposed to the previous proceedings within this Yearly Meeting, were excluded from appointment as Representatives; and the members of one Monthly Meeting belonging to that Quarter, were wholly excluded, both from being appointed and from nominating others for Representatives.

At another Quarterly Meeting, members of the Standing Committee attended and advised against the appointment of such as had not unity with their proceedings.

The repeated and fruitless efforts heretofore made to obtain justice through the intervention of Committees of the Yearly Meeting, was fully brought to view. Allusion was also made to the evidence abundantly afforded, that such Committees, appointed in the partial and unfair manner they ever have been, in cases involving the conduct of the *Standing Committee*, are always greatly under the control of a few influential individuals, mostly members of that Committee. And it was further declared that the sufferings of faithful Friends in their endeavors to stand for the precious cause of truth, were mainly to be attributed to the proceedings of that Committee, and that the sad difficulties by which this Yearly Meeting is now encompassed, lie at their door. The Representatives from Rhode Island Quarterly Meeting, proposed that the matter should be investigated and decided by the Yearly Meeting,

without reference to a Committee, that all might have a fair opportunity to hear and judge for themselves. There was much expression in favor of this proposal by Friends from different Quarterly Meetings; but many continued to urge the reference to the Representatives. Those from Rhode Island informed the Yearly Meeting, that they *could not consent* to such a disposition of the case, for the reasons which had been given. The Clerk, notwithstanding, made a minute, giving it that direction, and being about to communicate the information to the women's Meeting, the messengers were requested to inform them that this conclusion was without the consent, and against the judgment of the Representatives from Rhode Island Quarterly Meeting; on their return, being inquired of whether they had done so, they made no reply. The Meeting was then requested to instruct the Representatives to give such information to the women, but a few voices were raised against it, and it was not done. It was now proposed by Abraham Sherman, Jr., the acting Clerk, to suspend that rule of our discipline, which *requires "the Representatives to meet at the conclusion of the sitting on second day, morning, and agree upon a Clerk for the year, and report the same to the adjournment."* A minute was made to this effect, although objected to on the part of the Representatives from Rhode Island, and no time being specified, it was thus left in the discretion of the Representatives when they would attend to the service. The Meeting soon after adjourned to the fourth hour on second day afternoon. Previous to the adjournment, one of the Representatives from Rhode Island distinctly proposed and requested that Friends of that Quarterly Meeting, and such others as might be disposed to join them therein, should take a solid opportunity of conferring together in that house, at the conclusion of that sitting, in order that they (the Representatives) might be further ascertained of the sense and judgment of Friends, whether they should appear before the Representatives from the different Quarterly Meetings, and defend the case which had been referred to them in the manner above stated; and if not, to endeavor to see what steps it might seem proper in the wisdom of truth for them to take under

this very peculiar and trying state of things. This request was extended to all who desired to maintain the ancient principles of Friends, and that the Yearly Meeting should be sustained and held upon its original foundation. No objection was made to it, but the Clerk said the *Representatives* would meet in that room on the case referred to them from Rhode Island, whereupon another of that party who afterwards seceded, signified that *we* might meet in the Committee room. At the conclusion, many Friends accordingly remained in the house, but finding it impossible to confer together there, freely and without interruption from others, they agreed upon another time and place of meeting, and then quietly withdrew.

Friends were introduced into deep exercise and travail of spirit, wherein living desires were raised in the hearts of many, for best help and direction, and when they again assembled, free from interruption, under an awful sense of the importance of moving only in the line of Divine appointment, they were united in judgment that it would not be right to appear with their case before the Representatives who were then sitting in our meeting-house, and who were immediately informed of this conclusion; it was also the united sense and judgment of Friends, that in order to *sustain* the Yearly Meeting in conformity with its long-established discipline, and upon its original ground, with the ancient doctrines and testimonies of the Society unimpaired, it was indispensable that the Representatives should meet and agree upon, and propose a Clerk to the next sitting, as by discipline and former usage is required.

Second day, afternoon. Friends met according to adjournment. Prince Gardner, on behalf of the Representatives from Rhode Island Quarterly Meeting, and some of those from Sandwich Quarter, reported that they had been together, and were united in proposing the name of Thomas B. Gould for Clerk of this Meeting, for the year ensuing; and of Charles Perry for Assistant Clerk, for the same term. This subject having claimed the attention of the Representatives since our sitting this morning, in conformity with the requisitions of our discipline; the nominations being fully united with by those who have been for some years laboring under much oppression

for the support of the order and discipline, and the testimonies and doctrines of our religious Society, upon their original foundation; they were accordingly appointed.

The account from the Rhode Island Quarterly Meeting of Friends, was at this time received and read; the Representatives therein named are Othniel Foster, Oliver Chace, John Mitchell, Thomas B. Gould, Nathan Buffinton, John T. Kenyon, Samuel Sheffield, Harvey Chace, and Charles Perry, whose names being called, they were all present, and responded thereto.

Our Friends, Amos C. Wilbur, Prince Gardner, Isaac Fisk, George F. Read, William B. Oliver, and Ethan Foster, are appointed to prepare, as way may open for it, and produce at a future Meeting, a more extended minute to be entered on our records, embracing the very trying circumstances under which we are now, and have been for some time, placed, together with the ground and cause thereof.

In consequence of the repeated interruptions which we have met with, it has not appeared proper to introduce any further business at this sitting; we have accordingly concluded to adjourn. Adjourned to meet again at this house, at the tenth hour to-morrow morning.

Third day, sixth month 17th. Friends assembled according to adjournment. The Representatives named in the account, from the Rhode Island Quarterly Meeting being called, they were all present, and answered to their names.

Finding our meeting-house, in Newport, already occupied by those who have separated themselves from our religious communion, we concluded to appoint our Friends, Prince Gardner, Benjamin Tucker, and Ethan Foster, to make application to those now occupying the house, for the vacation of the Clerk's table, for the use of those who were yesterday appointed Clerks of the Yearly Meeting of Friends, for New England, as well as to transfer the books and records of this Meeting; and the Clerk is directed to furnish them with a copy of this minute, and sign it on our behalf.

The Committee for the purpose, having made the application, reported that they were civilly received, but that after

some expressions by those assembled in the house, the person now occupying the table therein, decided against those requests unconditionally, and being thus deprived of the accounts of all our Quarterly Meetings, (except Rhode Island,) we have no other means of ascertaining the Representatives therefrom, who are now present, than by their own account, and our own recollection of those named in the accounts, which we heard read yesterday morning. And our Friends, Jonathan Nichols, of Salem, and Prince Gardner, Job Eddy, and Benjamin Tucker, of Sandwich Quarterly Meeting, having severally acknowledged themselves to be such, their acknowledgment was received, and their names directed to be recorded as Representatives of this Meeting.

Having in consequence of the occupancy of our meeting-house, as aforesaid, been standing, and our women also, nearly two hours in the open air, in the yard near the meeting-house, we have concluded to adjourn, to meet again immediately, at the Baptist meeting-house, on Clark street, which has been kindly opened for us, and that this information be communicated to the Friends as before, to those who are still occupying our meeting-house. Adjourned accordingly.

Friends having removed from our own meeting-house in a body, convened again, at the place proposed, according to the adjournment; and after sitting for a time together, during which our hearts have been blended and united, under the cementing influence of the great Head of the Church, who, as we feel bound reverently to acknowledge, has been pleased in his unmerited mercy, and in a remarkable manner, to own us in the way which we go, to manifest himself among us by his Spirit, and to uphold and preserve us by his power, amid the various conflicts which we have had to pass through for his great name's sake, under feelings of deep sorrow and concern for those who have been drawn aside from the truth, and of the thankfulness to the Lord, our Preserver, who has been the solemnity and the preciousness of the covering, in adorable mercy, spread over us, that it does not appear best to introduce any business at this time. We have therefore concluded to adjourn, to meet again, at this house, at the fourth hour this afternoon.

Afternoon. Friends met again, according to adjournment, and proceeded to take up the subjects referred to the Yearly Meeting, from Rhode Island Quarterly Meeting.

Fifth day, afternoon the 19th. Friends again met, pursuant to adjournment. The proceedings of those, who have lately acted in the capacity of a Meeting for Sufferings, being contrary to the united sense and judgment of this Meeting, inasmuch as, with the exception of a few individuals, they wholly declined to enter into an examination and comparison of the unsound doctrines of *Joseph John Gurney*, with those of our religious Society, when application was regularly made to them by many concerned Friends of different Quarterly Meetings, to investigate and testify against the same, which was requisite for the clearing of our holy profession, as the author of those doctrines had been recently travelling amongst us, with certificates from his friends, in the character of a member and minister of our Society, while the unsound principles contained in his various publications, were not only uncondemned and unretracted, but he was himself industriously engaged in their promulgation.

Thus the Meeting for Sufferings refused to represent the exercise and concern of all faithful Friends of this Yearly Meeting, in a case, where the reputation of truth, and the best interests of our religious Society were deeply involved, and not only so, but they have also, in their official character, been engaged in circulating some of those unsound publications, and as individuals, they have widely circulated many of them. Moreover, some of the members of the Meeting for Sufferings, who were also members of the Yearly Meeting's Committee, attended *Swansey Monthly Meeting*; and actually produced a separation therein, advising and assisting in the appointment of a new Clerk, and the organization of a separate Monthly Meeting, in flagrant violation of the good order and discipline of Society; soon after which, they procured its adjournment, leaving Friends under the regular Clerk in the house, in the regular transaction of their business. The same members of the Meeting for Sufferings, with many others then acting in the capacity of Yearly Meeting's Committee, or as a Commit-

tee of Rhode Island Quarterly Meeting, had previously and indefatigably labored to procure the disownment or removal from all important stations and offices of trust in Swanzey and several other Monthly Meetings, of as many as were known to be opposed to the introduction and adoption of the unsound doctrines and disorderly proceedings referred to; and furthermore, through the influence and self-interested power of those members of the Meeting for Sufferings, and of the Yearly Meeting's Committee, (for they were mostly composed of the same individuals,) the report and the representatives from this spurious Monthly Meeting, were received and recorded by the person then acting as Clerk of the Rhode Island Quarterly Meeting, while those from the ancient and regularly established Monthly Meeting of Swanzey were rejected, which produced a division in that Quarterly Meeting, also, in the eleventh month, 1844.

Whereupon, the Committee for Sufferings issued a circular addressed to our subordinate Meetings, and individuals, who had maintained their integrity and allegiance to the established order and discipline, and to the ancient doctrines and testimonies of our religious Society, and in which they sanctioned and indorsed those disorderly proceedings and irregular Meetings, which had been founded upon, and set up in support of the unsound doctrines of Joseph John Gurney; thus not only refusing to testify against those unsound doctrines which had so seriously affected the welfare and reputation of our religious Society, but actually in meddling with, and deciding upon matters of discipline, not determined by the Yearly Meeting, and in direct violation of its well-known discipline.

Lastly, they have, with the exception of a few individuals, gone out from among us by an open schism, at this time attaching themselves to, and laying the records of their proceedings before another body, claiming our name, which has been set up, and held in similar violation of the good order and discipline of the Society, and in support of the same doctrines already described in this minute, as having been fully indorsed by the Meeting for Sufferings, last year, under appointment, whose term of service has now expired, according to the usage of this Yearly Meeting; and the propriety of entering into a

new appointment, now* claiming our consideration, it is concluded to appoint Jonathan Nichols, Seth Davis, John Wilbur, Harvey Chase, John T. Kenyon, Job Eddy, Charles Perry, and Palmer Chace, to consider of some suitable Friends for that service, and produce a list of their names at a future sitting.

The Committee, appointed at our sitting, on second day, afternoon, to prepare a minute of the principal circumstances under which we then stood, etc., produced one which was read and accepted, and is ordered to be placed on our records, preceding the opening record made on second day, afternoon, with the usual opening minute of this Meeting prefixed, we being deprived of all those made on second day, morning.

Extracted from the Minutes of the Yearly Meeting, by
THOMAS B. GOULD, *Clerk.*

[F.]

At Rhode Island Quarterly Meeting of Friends, held in Somerset, 11th mo. 7th, 1844.

The account from Swanzey Monthly Meeting, being present, (and owing to the present state of our Society, the other Monthly Meeting fail of reporting to us the present time,) the Representatives as therein named, are, Thomas Wilbur, Philip Tripp, Oliver Chace, Miller Chace, and Amos C. Wilbur, who are all present.

The Representatives now in attendance, have proposed to the Meeting, that Thomas Wilbur be chosen Clerk, and that Charles Perry be chosen Assistant Clerk, which meeting the approbation of Friends, they are appointed to those services for the ensuing year, or till others appointed in their places.

William Slade, Thomas Foster, and Amos C. Wilbur, are appointed to form a minute, briefly setting forth our present condition, and the grounds of our proceedings, and who, after being absent for a time, presented the following statement.

Friends within the limits of Rhode Island Quarterly Meet-

ing, who are concerned for the support of the doctrines and discipline of the Society, have painfully beheld, for a considerable time past, a disposition on the part of some who have assumed to be the ruling members of said Quarterly Meeting, to exercise undue authority in the administration of our discipline, tending to the abuse of order, and to misrule therein; to the great injury of subordinate Meetings and individuals, in the privation of the rights and privileges which the Yearly Meeting has conferred upon them; to the dishonor of truth, and the perversion of discipline thereby dictated. And those who have assumed this authority, have also supported and defended a certain writer, or writers of doctrines which are at variance with the established principles of our Society.

And furthermore, have recently, unauthorized by the discipline, disturbed the peace of the ancient Swanzev Monthly Meeting, a branch of Rhode Island Quarterly Meeting, and that without cause or good reason; and have caused a part of the members thereof, to separate from said Monthly Meeting, and have aided them in setting up a spurious Monthly Meeting, to the reproach of truth, and in direct violation of our discipline. And the person who has for some time acted as Clerk of this Quarterly Meeting, and some others, have fully identified themselves with this spurious Monthly Meeting, by attending and supporting the same, and now by receiving their accounts and representatives, and rejecting those from Swanzev Monthly Meeting, as it has been long established, and is still continued.

Therefore, we feel ourselves called upon, "as those that are to give an account," to testify against the course and proceedings of those ruling members of Rhode Island Quarterly Meeting, and their abettors, calling themselves Rhode Island Quarterly Meeting, for the reason that they have separated themselves, as aforesaid, and departed from the order of Society. And we have, as we feel ourselves in duty bound, continued together, for the purpose of sustaining and holding the ancient Rhode Island Quarterly Meeting, and transacting the business of it agreeably to truth and discipline, and Christian justice.

Which was read and approved of, and directed to be recorded as a portion of the doings of this Meeting.

A paper has been presented to this Meeting, by the Representatives, wherein they give a statement of the proceedings of divers persons in Swanzey Monthly Meeting, which has been read, approved of, and ordered to be recorded, and which is as follows, namely:—

To Rhode Island Quarterly Meeting, to be held at Somerset, 7th of 11th month, 1844.

DEAR FRIENDS,— We, the undersigned, members of the Swanzey Monthly Meeting, having been appointed Representatives to the Quarterly Meeting, next to be held at Somerset, deem it incumbent on us, to make the following statement, as setting forth the situation of our Monthly Meeting.

In the 8th month last, several persons attended our Monthly Meeting who are not members thereof; and in their interference with our concerns, they, together with a few of our members, under their influence produced great disturbance. After the men and women had separated, and the Clerk had taken his seat at the table, for the purpose of opening the Meeting, that it might proceed to the transaction of its proper and legitimate business, one of those strangers proposed that the Clerk should immediately leave the table, and that another person, whom he named, should take that seat, and act as the Clerk of the Meeting, which proposition was acceded to by several other strangers, and a few of our members; some of these strangers, or persons, not members of our Monthly Meeting, declared that they had authority to act in, and organize our Monthly Meeting, and assumed that they had a right to turn our Clerks from the table, and to place another person there. This, to us, was unprecedented assumption.

For Friends generally knowing that the Clerk had been regularly chosen, and that the Meeting had never chosen another in his place, and thus our accounts signed by him, had always been received by the Quarterly Meeting, could see no

just reasons why he should be dismissed, could not and did not consent these measures should be carried into effect. Such an assumption, we believe, is unprecedented in the annals of our Society, nor ever, had they shown by written evidence, that they were members of the Society of Friends in some other parts; and again, there appeared to us a gross inconsistency, in an attempt to organize anew our Monthly Meeting which had been standing and proceeding in a regular manner for many years; and our accounts and Representatives having been received by the Quarterly Meeting of which we are a subordinate branch, within one month, and least of all could a Monthly Meeting listen with any degree of approbation to an inroad of this kind, by any man or men, whatever pretensions to authority, or whatever power, peremptorily refusing to show to this Meeting any written credentials delegating to them that authority. For they were called upon, by some of our members, to inform us why they thus disturbed our Meeting, and meddled officiously with its concerns; and they were solicited, if it were so that they had any credentials which gave them a right to take an active part in our Meeting, to produce them, that they might be read by the Clerks, and considered by the Meeting. One of them said he had a paper, and made movements as though he would produce it, but another of their number objected to its being produced; whereupon he refrained from doing so; and our Meeting had no written evidence that these men were members of our religious Society. But still, they continued this kind of disturbance, and one of them taking David Shove by the arm, led him to another seat, furnished him with a movable table, and encouraged him to write, and to read various writings, which did not, and could not, (then produced by him,) legitimately come under the cognizance of our Monthly Meeting. After pursuing this course for a time, many of the strangers who were there, together with David Shove and some other of our members, rose up in an unbecoming and disorderly manner and left the Meeting and the house, declaring that the Meeting was adjourned; whereas, no such measure had been adopted by the Meeting, or announcement by its Clerk. But on the con-

trary, the Clerk announced that the Meeting had not been adjourned, and requested that Friends would remain quiet.

It may not be improper to state, that the Clerk had opened the Meeting, and proceeded to business previous to the time when David Shove commenced audibly reading, and was interrupted thereby, notwithstanding David was several times solicited to be quiet. And that after those persons, who had made disturbance had withdrawn from the house, the business of the Meeting was quietly proceeded in, as usual in our Monthly Meetings, until accomplished, and the Meeting closed in a weighty and becoming manner.

And furthermore, we deem it right to inform the Quarterly Meeting, that some of those same strangers, with others, have appeared at our subsequent Monthly Meetings, in the 9th and 10th months, and have been acting and aiding in a similar kind of disturbance to that before mentioned; encouraging David to read various writings, to the great annoyance of the Meeting.

And they have never during this time, offered to our Monthly Meeting any certificate or writing from any other body of Friends, or any other person or persons, by which they claimed a guarantee for the part they have acted in our Meetings, and that at these subsequent Meetings, they themselves withdrew, and induced some of our members to withdraw, in a disorderly manner, before the business of the Meeting was finished. And that by the influence and encouragement (as we believe) of those strangers, some of our members have been induced to disturb our women's Meeting, by entering them and conversing in an audible manner; and one individual, by addressing to them uncivil and profane language, whilst they were assembled and acting in the capacity of a Monthly Meeting.*

Signed,

THOMAS WILBUR,
OLIVER CHACE,
MILLER CHACE,
AMOS C. WILBUR,
PHILIP TRIPP.

* *Note.* It should be stated that no attempt whatever was made to prove the last clause of this paragraph.

DEPONENTS' NAMES.

THE evidence in the case consisted of depositions, which were read to the court, of the following named persons, namely: —

FOR THE COMPLAINANTS, — Thomas Antony, Hugh Balderston, Samuel Boyce, David Buffum, Stephen A. Chase, Elijah Coffin, Thomas S. Gifford, Benjamin W. Ladd, Enoch Lewis, John Meader, Perez Peck, Azariah Shove, David Shove, Jervis Shove, Abner Slade, Gideon C. Smith, Aaron Stalker, Samuel Boyd Tobey, Jacob H. Vining, Thomas Willis.

FOR THE RESPONDENTS, — Thomas Wilbur, Amos C. Wilbur, Israel Buffinton, William F. Wood, John T. Kenyon, Nathan Buffinton, Seth Davis, John Wilbur, Thomas B. Gould, Charles Perry, William Hill, Pelatiah Hussey, Charles Evans, Henry Cope, Nathan Sharples, Joseph Hobson, Joseph Edger-ton, Nathan P. Hall, Abraham Fisher.

OPENING ARGUMENT FOR THE COMPLAINANTS,

BY OTIS P. LORD, ESQ.*

MAY it please your Honors,—The Complainants claim to be the Overseers of the Swanzey Monthly Meeting of Friends in unity with the New England Yearly Meeting of Friends, and that no other persons are such Overseers. The Respondents also claim that they are the Overseers of the Swanzey Monthly Meeting of Friends in unity with the New England Yearly Meeting of Friends, and that no other persons are such Overseers.

The case arises under a deed from Mrs. Danforth, bearing date July, 1821; by which deed is conveyed to the grantees named therein, the estate described, in trust, “for the people called Quakers in unity with the Yearly Meeting for New England.” There are peculiarities in the deed, but nothing, as we apprehend, that will prevent the enforcement of the trust created, when the Court shall see who are the beneficiaries under it.

There has been a division in what was formerly the Swanzey Monthly Meeting, and there are now, and for a considerable time past have been, two separate, distinct organizations,

* The following can only be considered a sketch of Mr. Lord's remarks. As he spoke without minutes we are unable to present a full report.

wholly independent of each other, each claiming to be the true Swanzey Monthly Meeting in unity with the New England Yearly Meeting; and inasmuch as by the polity of the Quaker Church, there can be but one true Monthly Meeting embracing members within the same territorial limits, the great and decisive question is, which of these parties, complainants or respondents, are the true Overseers of Swanzey Monthly Meeting of Friends in unity with the New England Yearly Meeting of Friends.

The territory of the Swanzey Monthly Meeting is within the limits of the Rhode Island Quarterly Meeting; and what is called the Rhode Island Quarterly Meeting is one of eight Quarterly Meetings, each of which covers a territory upon which are several Monthly Meetings; and the eight Quarterly Meetings are all within the territory of the New England Yearly Meeting.

The division which exists in the Swanzey Monthly Meeting, exists also in other Monthly Meetings; in some of the Quarterly Meetings; and in the New England Yearly Meeting.

Inasmuch as there can be but one true "Meeting" of Friends upon the same territory, it will probably be decisive of the case to determine which is the genuine, and which the "spurious" New England Yearly Meeting of Friends.

Under these circumstances, it is necessary perhaps to examine somewhat carefully and critically the general polity and discipline of the Quaker Church as they are developed upon the proofs in the case. The peculiarities of this discipline and polity are such that the Court will pardon a much more minute and detailed reference to them than would otherwise be either necessary or proper.

By the Discipline of "Friends" are recognized and confirmed, —

1. Meetings for worship — where a congregation of the Society meet stately for public worship.

Discipline. "Meeting for Worship," pp. 72, 73.

2. "For the regular and easy proceeding in the service and

discipline of the Church, meetings have been set up and established, serviceable and subordinate one unto another," as

Preparative Meetings, consisting of the members of the Society belonging to one or more particular Meetings, for worship.

Discipline. "Discipline and meetings for Discipline," pp. 40, 41; particularly 3d paragraph, p. 41.

3. "Monthly Meetings consisting of as many Preparative Meetings (one or more) as may most usefully compose the same."

Discipline. Same head, 3d paragraph, p. 41.

4. "Quarterly Meetings, to consist of as many Monthly Meetings as are thought useful to compose the same; to meet together once in three months."

Discipline. Same head, 2d line, p. 42.

5. "The Yearly Meeting, consisting of all the Quarterly Meetings in New England (except Vermont,) to meet annually in the sixth month on Rhode Island for a great and weighty oversight and Christian care of the affairs of the churches, pertaining to our holy profession and Christian communion; that good order, true love, unity, and concord, may be faithfully followed and maintained among all of us a peculiar people, called and chosen out of the world, and the errors and corruptions thereof."

Discipline. Same head, 5th line, p. 42.

6. The Yearly Meeting embraces all New England east of Connecticut River. This territory is divided geographically into eight divisions. The Monthly Meetings in each of these divisions form a Quarterly Meeting. The Monthly and Preparative Meetings have each territorial limits.

Discipline. Same head, 5th line, p. 42. "Quarterly Meetings," last paragraph, p. 119.

7. The Quarterly and Monthly Meetings have each its peculiar duties and powers.

The Yearly Meeting is the Supreme Legislative and Executive body; enacts the discipline, and revises it at its discretion, and first established it.

Discipline. "Discipline, etc.," 5th line, p. 42, for powers of Yearly Meetings, etc. "Quarterly Meetings," pp. 118, 119, 120. "Yearly Meeting," 153. "Introduction" to the Discipline, pp. iv., v., vi. Plaintiff's evidence, p. 207, ans. 8; p. 79, ans. 8; p. 98, ans. 8; p. 172, ans. 8; p. 181, ans. 2; p. 191, ans. 8, 9.

Defendant's evidence.

C. Evans, p. 311, ans. 29th and 30th. N. Sharpless, p. 328, ans. 29th and 30th.

8. The Monthly Meetings are the lowest meetings required to keep a record.

/ Discipline. "Records," p. 125, 3d paragraph.

9. The Monthly Meeting is a subordinate to the Quarterly Meeting to which it belongs, and also to the Yearly Meetings, and accountable to them both. Monthly Meetings are and may be set up by Quarterly Meetings, within their territorial limits, and may be dissolved or laid down by them.

Discipline, p. 43. "Queries," pp. 121, 122, 123, 124; particularly, last paragraph, p. 123. Last paragraph, p. 42.

Defendant's evidence.

S. Davis, p. 126, ans. 16 and 17. Wm. Hill, p. 261, ans. 15th. C. Evans, p. 309, ans. 6th and 14th. H. Cope, p. 318, ans. 6th and 14th; p. 321, ans. 51; p. 319, ans. 26. N. Sharpless, p. 327; ans. 6th and 14th; p. 328, ans. 26. J. Edgerton, p. 345, ans. 6th, 12th, and 13th. J. Wilbur, p. 161, ans. 10th.

10. The Quarterly Meeting is subordinate to the Yearly Meeting, and accountable to it. Quarterly Meetings are and may be set up or established by the Yearly Meeting, and may be dissolved or laid down by the Yearly Meeting.

Same references as to 9.

Defendant's evidence.

S. Davis, p. 126, ans. 16 and 17. Wm. Hill, p. 261, ans. 15th. C. Evans, p. 309, ans. 6th and 14th. H. Cope, p. 318, ans. 6th and 14th; p. 321, ans.

51 ; p. 319, ans. 26th. N. Sharpless, p. 327, ans. 6th and 14th ; p. 328, ans. 26th. J. Edgerton, p. 345, ans. 6th, 12th, and 13th. J. Wilbur, p. 161, ans. 10th.

11. All subordinate meetings may be visited and advised by the Yearly Meeting by committees of that body ; and such advice is binding.

Discipline, pp. 42, 43. Object of the Yearly Meeting, p. 42. Manner of Proceeding, p. 153, second paragraph. Plff's evidence, p. 65, ans. 9 ; p. 80, ans. 12, 13 ; p. 93, ans. 9 ; p. 98, ans. 12, 13. Records of the Yearly Meeting, plff's evidence, pp. 140 to 160, inclusive. Plff's evidence, p. 169, ans. 9 ; p. 178, ans. 12, 13.

P. Peck, p. 184, ans. 9 ; p. 191, ans. 12, 13. J. Meader, p. 200, ans. 9.

S. Boyce, p. 65, ans. 9. S. A. Chase, p. 93, ans. 9th.

J. Meader, p. 202, ans. 16, 17, 18, 23, 24, 25 ; p. 212. X. Ans. 41, 45, 46.

S. Boyce, p. 71, ans. 16, 17, 18, 21, 22, 23, 24, 25 ; p. 84. X. Ans. 41, 45, 46.

S. A. Chase, p. 94, ans. 16, 17, 18 ; pp. 95, 22, 23, 24, 25 ; p. 102. X. Ans. 41, 45, 46.

P. Peck, p. 184, ans. 16 ; p. 185, ans. 18, 21, 22, 23, 24, 25 ; p. 195. X. 41, 45, 46.

T. Anthony, p. 169, ans. 9 ; p. 170, ans. 18, 22, 23 ; p. 175. X. 41, 45, 46.

B. W. Ladd, p. 231, ans. 10 ; p. 232, ans. 11, 12, 13, 16, 17, 18, 21 ; p. 233, ans. 24 ; p. 241. X. Ans. 39.

Elijah Coffin, p. 258, ans. 10, 11, 12, 13, 14, 15, 16, 17 ; p. 265. X. Ans. 41, 45, 46.

Thomas Willis, p. 282, ans. 10, 11, 12, 13, 14, 15, 16, 17 ; p. 283, ans. 18, 24 ; p. 288. X. Ans. 45, 46.

Enoch Lewis, p. 302, ans. 11 ; p. 303, ans. 12, 13, 16, 17, 18 ; p. 309. X. Ans. 42, 46.

Hugh Balderston, p. 322, ans. 9, 11, 12, 13, 16, 18 ; p. 324, ans. 24 ; p. 329. X. Ans. 42, 46.

Aaron Stalker, p. 335, ans. 11, 12 ; p. 336, ans. 13, 16, 17 ; p. 337, ans. 19, 22 ; p. 338, ans. 24, 28 ; p. 345. X. Ans. 42, 46.

Answers to *cross questions*.

John Meader, p. 209, ans. 21, 24, 25 ; p. 210, ans. 26, 27, 30, 31, 32 ; p. 211, ans. 33, 34, 35, 36, 37 ; p. 212, ans. 40, 41, 42.

Perez Peck, p. 193, ans. 21, 24, 25 ; p. 194, ans. 26, 28, 31.

Benjamin W. Ladd, p. 239, ans. 22, 24, 25, 26 ; p. 240, ans. 27, 28, 31, 32, 33, 35 ; p. 241, ans. 36, 38 ; p. 242, ans. 41, 42, 44, 45 ; p. 244, ans. 56, 57, 58.

Elijah Coffin, p. 263, ans. 21, 22, 25, 26 ; p. 264, ans. 27, 28, 31, 32, 33, 36 ; p. 265, ans. 42, 43 ; p. 267, ans. 56, 57.

Thomas Willis, p. 286, ans. 22, 25; p. 287, ans. 27, 28, 31, 32, 36, 37; p. 288, ans. 42, 43, 56.

Enoch Lewis, p. 307, ans. 15, 16, 21, 22, 24, 25; p. 308, ans. 31, 32; p. 309, ans. 42; p. 310, ans. 56, 61.

Hugh Balderston, p. 327, ans. 14; p. 328, ans. 22, 27, 28, 31; p. 329, ans. 36, 38, 41, 42, 47; p. 331, ans. 56, 57.

Aaron Stalker, p. 343, ans. 22, 26; p. 344, ans. 27, 28, 31, 32, 35, 36; p. 345, ans. 41, 42, 43.

Charles Evans, defendant's evidence, p. 295 and 309, 14 X. int. and answer to 14th X.

Defendant's evidence.

C. Evans, p. 309, ans. to 14th; p. 313, ans. to 50th. II. Cope, p. 318, ans. to 14; p. 321, ans. to 50, 51. N. Sharpless, p. 327, ans. to 6 and 14th; p. 328, ans. to 26. J. Edgerton, p. 345, ans. to 6, 12, and 13th; p. 346, ans. to 14th.

12. The Yearly Meeting is the final Arbitrator in all matters of controversy in Discipline — or as relates to doctrine.

Discipline, pp. 42, 43, 123, 124.

Plaintiff's evidence.

Samuel Boyce, p. 71, ans. 24, 25.

S. A. Chase, p. 95, ans. 24, 25.

Thomas Anthony, p. 175, ans. 25.

Perez Peck, p. 185, ans. 25.

John Meader, p. 202, ans. 25.

Benjamin W. Ladd, p. 233, ans. 25.

Elijah Coffin, p. 259, ans. 25.

Thomas Willis, p. 283, ans. 25.

Enoch Lewis, p. 304, ans. 25.

Hugh Balderston, p. 324, ans. 25.

Aaron Stalker, p. 338, ans. 25.

Defendant's evidence.

C. P. p. 236, ans. to 58. Wm. Hill, p. 263, ans. to 57. N. S. p. 328, ans. 28. N. P. Hall, p. 354, ans. 10th.

13. By uniform practice and usage in New England, Preparative Meetings send Representatives to Monthly Meetings every month, and an account containing the names of their Representatives and any other matters they have prepared for the consideration of the Monthly Meeting, and once in three months an account of their condition in answer to certain "Queries" established by the discipline.

Refer to the above Plaintiff's witnesses' answer to Interrogatory 26, *except Enoch Lewis's*.

14. Monthly Meetings send Representatives to the Quarterly Meetings, and accounts in like manner. This is expressly required by the discipline.

Discipline, p. 43, last paragraph.

15. Quarterly Meetings send Representatives to the Yearly Meeting in like manner, and accounts of all business which they have for the consideration of the Yearly Meeting, and an account of their condition in answer to the "Queries." This is also expressly required by the discipline.

Discipline, p. 44, near the top of the page.

16. Dealing with individual members usually commences in the Monthly Meeting, which is the lowest Meeting that can disown a member.

Discipline. "Monthly Meetings," pp. 97, 98, 99, 100, 101; p. 43, near the top.

17. From the decision of the Monthly Meeting an appeal to the Quarterly Meeting is allowed, but the judgment of the Monthly Meeting is conclusive so far as respects individuals if not appealed from by them. Nevertheless, the proceedings of the Monthly Meeting may be reviewed and corrected by annulling, reversing or otherwise, by the Quarterly Meeting, by virtue of the supervisory power over the Monthly Meeting, so as to make them conform to the discipline.

Discipline. "Appeals," p. 1. Evidence quoted under head 12. Discipline, last paragraph, p. 42.

18. From the decision of a Quarterly Meeting made under its appellate jurisdiction or otherwise, an appeal is allowed to the Yearly Meeting. But unless appealed from, by an individual or Monthly Meeting, whose rights are the subject of the decision, the judgment of the Quarterly Meeting is final as to such individual or Monthly Meeting. Nevertheless, the pro-

ceedings of the Quarterly Meeting may be reviewed, corrected, annulled, or reversed by the Yearly Meeting, by virtue of its supervisory power over the Quarterly Meeting so as to make them conform to the discipline.

Discipline. "Appeals," p. 1. Evidence quoted under head 12. Discipline, last paragraph, p. 42.

19. The decision of the Yearly Meeting upon questions thus presented is final.

Discipline, pp. 42, 43, 123, 124.

Plaintiff's evidence, cited under head 12.

Defendant's evidence.

C. P. p. 236, ans. to 58. Wm. Hill, p. 263, ans. to 57. N. S. p. 328, ans. 28. N. P. Hall, p. 354, ans. 10th.

20. The jurisdiction of the Monthly Meeting extends to errors in doctrine and discipline and practice, avowed or practised by any of its members.

The discipline requires that persons removing from one Monthly Meeting into the territorial limits of another, shall have their membership transferred by certificate to the Monthly Meetings into which they remove. In case this has not been done, an offence committed in a Monthly Meeting by a member of another Monthly Meeting, may be noticed by the former so far as to send a complaint against such member to the Monthly Meeting of which he is a member.

The right of decision is with the Monthly Meeting where the offender is a member.

But the Monthly Meeting where the offence is committed are authorized, if in their judgment the "clearing of truth" requires it, to deal with and disown the offender — giving notice as early as they can to the Monthly Meeting the offender did belong to.

Discipline. "Monthly Meetings," p. 97. Removals, pp. 127, 128.

Plaintiff's evidence.

Samuel Boyce, p. 87, ans. 55.

T. Anthony, p. 176, ans. 55.

J. Meader, p. 214, ans. 55.
 E. Coffin, p. 266, ans. 54.
 A. Stalker, p. 347, ans. 54.
 S. A. Chase, p. 104, ans. 55.
 Perez Peek, p. 196, ans. 55.
 B. W. Ladd, p. 244, ans. 54.
 Thomas Willis, p. 288, ans. 54.

21. There are now in the world nine Yearly Meetings, designed to be independent in Discipline, but in unity in Doctrine, and they maintain a correspondence with each other.

Plaintiff's evidence, Samuel B. Tobey, p. 136, ans. 5 ; p. 137, ans. 6.

22. The Society of Friends recognize and approve certain of their number as approved ministers.

Discipline. "Ministers and Elders, etc.," pp. 78, 79.

23. These ministers are sometimes moved to visit other places than their homes—without the limits of their own Quarterly or Yearly Meetings, and even to foreign countries.

Discipline, pp. 93, 94.

24. In order to travel in the capacity of ministers out of their own Quarterly Meeting, they must be furnished with a certificate liberating them for the service from their Monthly Meeting. To travel beyond the limits of the Yearly Meeting, this certificate must be indorsed by the approval of their Quarterly Meeting. To travel in foreign countries, they must be furnished in addition to the above with a certificate of approval from the Yearly Meeting of ministers and elders.

Discipline, pp. 93, 94.

25. On returning, the several Meetings they visit, whether Monthly, Quarterly, or Yearly Meetings, may furnish them with returning certificates. In case of a minister from foreign countries, this is done by the Yearly Meetings alone.

Common usage.

26. The liberating certificate is to be taken as evidence to Friends everywhere of their soundness and unity at the time of going out.

Discipline, p. 82; p. 125, record of certificates, last two lines on the page.

27. The returning certificate is in like manner evidence to the Meetings who issued the liberating certificate, to whom, in case of foreign ministers, it is directed; and for whom in all cases it is intended; of their soundness and unity while among Friends of the Yearly or other Meeting giving it.

Common usage; these returning minutes are always received and read. See discipline, p. 125, near the bottom, last two lines.

28. There are to be appointed out of each particular Meeting, one or more officers called elders, whose duty is "to help young ministers and give advice to all others as occasion may require." All complaints against ministers for errors of doctrine, or other errors or defects in their ministerial labors, must be made through these officers.

Discipline, p. 78, 2d paragraph.

29. The respective meetings before referred to, do not act by majorities as such, in the usual signification of the term, but by what is ascertained to be the *solid sense* of the Meeting.

Plaintiff's evidence, as below under point 30.

30. This sense of the Meeting is collected and recorded by the Clerk — not decided by him.

This is done in the following manner: A question being before the Meeting, is discussed to the exclusion of other matters until some conclusion results. This conclusion is written down by the Clerk, and what is thus written is read to the Meeting. If the Meeting acquiesce, it is recorded as the sense of the Meeting. But if objections are made, the subject is further religiously considered, and the religious weight of the Meeting is the element which finally determines the case.

Whenever the business is conducted according to the relig-

ious profession of Friends, the preponderance of religious weight becomes so apparent that no difficulty is experienced in determining what its decision is; and it is the duty of the Clerk to record this decision, either letting his first minute stand or altering it to conform thereto.

- S. A. Chase, p. 102, ans. 45, 46, 47; p. 95, ans. 23.
- B. W. Ladd, p. 243, ans. 48, 51; p. 233, ans. 23.
- Elijah Coffin, p. 266, ans. 48; p. 259, ans. 22, 23.
- Hugh Balderston, p. 330, ans. 48; p. 324, ans. 23.
- Samuel Boyce, p. 71, ans. 23; p. 85, ans. 49, 50.
- Thomas Anthony, p. 175, ans. 47; p. 170, ans. 23.
- Perez Peck, p. 195, ans. 47; p. 185, ans. 23.
- John Meader, pp. 259, 262, ans. 23.
- Aaron Stalker, p. 337, ans. 23.

Defendant's evidence.

John Wilbur, p. 162, ans. to X. 19.

C. Evans, pp. 310, 296, ans. 21. H. Cope, p. 319, ans. 21 and 22. N. Sharpless, p. 328, ans. 21 and 22. J. Hobson, p. 337, ans. 21. J. Edgerton, ans. 21 and 22. N. P. Hall, p. 355, ans. 21.

31. Whenever in the exercise of their general supervisory powers over meetings subordinate and accountable to them, the Yearly Meeting or the Quarterly Meetings appoint a committee to visit and advise and assist meetings thus subordinate and accountable, and such committees are present in pursuance of their appointment, then the advice and judgment of such committee, as to the solid sense of the Meeting on any question before it, is of very great weight, and should be regarded by all the members of the subordinate meeting visited. And their advice to all such members, including the clerk, ought to be followed and conformed to by them.

Plaintiff's evidence.

- Samuel Boyce, p. 71, ans. 22, 23; p. 85, ans. 45, 46, 47, 44.
- Stephen A. Chase, p. 95, ans. 22, 23; p. 102, ans. 45, 46, 47.
- Thomas Anthony, p. 170, ans. 22; p. 175, ans. 47, 48.
- John Meader, p. 202, ans. 22, 23; p. 212, ans. 45, 47.
- B. W. Ladd, p. 232, ans. 22, 23; p. 242, ans. 44, 45.
- Elijah Coffin, p. 259, ans. 22, 23; p. 265, ans. 45, 46.
- Thomas Willis, p. 283, ans. 22, 23; p. 228, ans. 46.

Enoch Lewis, p. 303, ans. 22, 23; p. 309, ans. 46.

Hugh Balderston, p. 324, ans. 22, 23; p. 330, ans. 46.

Aaron Stalker, p. 337, ans. 22, 23; p. 346, ans. 46, 47.

P. Peck, p. 185, ans. 22; p. 195, ans. 45.

32. Besides a clerk, every Monthly Meeting is to have overseers.

Discipline, p. 43, 2d paragraph.

33. Overseers are by the Discipline to be "annually appointed or rechosen." Of course if not rechosen, Discipline is not complied with.

Discipline, p. 43, 2d paragraph.

34. Every Yearly Meeting appoints annually a *Meeting for Sufferings*, being a committee of the members who are "in general to represent this Meeting (the Yearly Meeting) in all cases where the reputation and interest of truth and our religious society are concerned, provided they do not meddle with matters of faith and discipline not already determined in the Yearly Meeting."

Discipline, pp. 70, 71, "Meeting for Sufferings."

35. That committee thus called, originating at a time when there was significancy in the name, but continued to the present time without change in their designation, have certain appropriate duties, which it is not necessary to refer to except to say, that they have no power as such committee to disown offenders.

Discipline, pp. 70, 71, "Meetings for Sufferings."

36. No Friend is permitted publicly to charge another Friend with error or unsoundness in doctrine or discipline. Such conduct is deemed *detractation* and is itself *an offence*.

Discipline, pp. 36 to 37, inclusive.

37. If any Friend has complaint against another Friend for any error, he is bound, after laboring privately with him, if he

does not get satisfaction, to present the matter to the elders or overseers of the Monthly Meeting of which the offender is a member, or of the Monthly Meeting where the offence was committed, that the overseers may present the case to the Monthly Meeting for dealing.

Discipline. Introduction v. p. 90.

38. In case the error be charged against a minister and have relation to his ministerial labors, the complaint must first be made to the elders, and through them to the overseers.

Discipline, p. 90.

39. "Nameless (or anonymous) books, pamphlets, and papers reflecting darkly on friends are testified against," and it is an offence to write, print, publish, or privately hand them about.

Discipline, pp. 36, 37.

The foregoing propositions will probably be admitted to be severally according to discipline. The complainants claim that they are the only important principles to be settled in this controversy.

It is not however to be disputed, as before stated, that there are within the limits of the New England Yearly Meeting, two bodies, each claiming to be the true New England Yearly Meeting. The Yearly Meeting which the complainants hold to be the true one, is composed of the several Quarterly Meetings, eight in number, within their own original limits, which claim to be the true Quarterly Meetings, and which have regularly kept up their respective organizations without any break or interregnum — and of all the regular Monthly Meetings composing them, thirty-one in number.

The Yearly Meeting which the Respondents claim to be the true one, has been composed of Quarterly Meetings within the limits of four only of the original Quarterly Meetings. Two of these have been by them consolidated into one, so that it is now made up of three Quarterly Meetings only, within the limits of four of the original Quarterly Meetings.

These Quarterly Meetings are made up of organizations under the name of Monthly Meetings, within eleven of the original Monthly Meetings. Two of these having since been joined together by the Respondents, they now have but ten Monthly Meetings.

The separation, therefore, has extended within four of the eight original Quarterly Meetings, and eleven of the original thirty-one Monthly Meetings.

While in the four remaining Quarterly Meetings, and in all the Monthly Meetings, fourteen in number composing them, no separation has taken place — they all adhering to the Complainants' Yearly Meeting.

In the four Quarterly Meetings where separations have taken place, six Monthly Meetings remain undivided, — adhering to the Complainants. So that now belonging to the Complainants' Yearly Meeting there are the original eight Quarterly and thirty-one Monthly Meetings. And now belonging to the Respondents' Yearly Meeting there are organizations under the name of three Quarterly Meetings within the territory of four of the original Quarterly Meetings, and ten Monthly Meetings within the territory of eleven of the original Monthly Meetings.

Although the numbers in the respective organizations are not claimed to be conclusive of right, yet in very many respects, and in many views of the case, the truth relative to the number in each organization is quite important.

The Complainants' organization embraces about seven thousand members, including children. The Respondents' organization embraces about five hundred members, including children.

It is now important to present the respective claims of each party to the true organization, in order that the evidence may be properly applied and the questions in controversy rightly settled.

The Complainants claim that no question of doctrine is at all involved in the controversy, but that it is only and simply a question of discipline.

That the few who have gone out and set up new meetings

and new organizations, have been misled into the belief that the perverse and obstinate claim of a few individuals to put their judgment above the discipline, involves questions of doctrine.

On the other hand the Respondents claim:—

That the difference between the two parties is a difference of doctrine.

That the Complainants have departed from the ancient and sound doctrine of Friends.

That Joseph John Gurney, late of the London Yearly Meeting, promulgated heresies and unsound doctrines; that they were published in England and here.

That the Complainants' Yearly Meeting have adopted unsound doctrines, and that the same unsoundness of doctrine runs through the entire organization of the Complainants.

That this is evident from the fact that when Gurney came into the limits of the New England Yearly Meeting, instead of bearing testimony against him, the Yearly Meeting received him and gave him a returning certificate.

That the Meeting for Sufferings approved of the circulation of unsound writings of Gurney with the approbation of the Yearly Meeting.

That John Wilbur and other Friends were disowned, and meetings laid down that did not unite with them on the subject of Gurney's doctrines.

And that generally, the influential Friends of the Yearly Meeting had adopted these unsound doctrines, and thereby become separatists.

It may be well at this point to state some of the more important circumstances in the origin and progress of the controversy involved in this case.

Whilst certain disciplinary proceedings had been going on respecting John Wilbur in South Kingston and Greenwich Monthly Meetings, Rhode Island Quarterly Meeting, and the Yearly Meeting, he and his friends had succeeded in turning the minds of some to a false issue, and actually led some to believe that he was disowned because he differed from J. J. Gurney in opinion and doctrine, and that the Monthly, Quarterly, and Yearly Meetings had adopted the unsound views

which he attributed to Gurney; instead of presenting the true issue, namely, that the meeting without inquiring whether Gurney was sound, (as they clearly could not do without dealing with him, and making him a party with opportunity to defend himself,) decided only that John Wilbur was pursuing a course in violation of the discipline.

This false issue probably operated upon the minds of some Friends in Swanzey Monthly Meeting; though there is no evidence in the case that the state of things in Swanzey Monthly Meeting had any direct connection with the controversy in South Kingston Monthly Meeting, or with the charges against Gurney.

In the Swanzey Monthly Meeting for a long time previous to 1845, there was a want of that love and unity which were essential to the proper management of their affairs. About two years previously, committees were appointed in that Meeting to propose the names of Clerk and Overseers of the Society, but they were unable to agree upon Friends for those stations. The condition of this Meeting had attracted the attention of the Yearly Meeting's Committee, and also of a Committee of Rhode Island Quarterly Meeting, previous to the Yearly Meeting of 1844; and much labor had been bestowed by those Committees to remedy the existing difficulties, and to produce that organization of the meeting that would enable it to carry into effect the discipline, the administration of which had been seriously interrupted. At the Yearly Meeting in 1844, the Committee to visit subordinate meetings, reported, "that, in one or more of our Monthly Meetings, our Christian discipline was not maintained to the honor of truth;" and a Committee was again appointed, "to extend a general care, on our behalf, for the preservation of love and unity among our members, and the maintenance of our Christian principles and testimonies, and in the *support of the discipline of the Church*, and in the ability that may be afforded them to assist and advise such meetings and members as circumstances may require, and way open for, under the direction of best wisdom.

The Yearly Meeting's Committee with a number of the Quarterly Meetings' Committee, then under appointment, met with

these two Committees of the Monthly Meeting, in July, 1844, and united with a part of them in proposing to the meeting the names of certain persons for Clerk and Overseers.

With the exception of two or three individuals all the members of those Committees of the Monthly Meeting, either united with the names proposed, or expressed their acquiescence therein, when in the presence of the Committee; but those who had thus acquiesced, subsequently did not sign the reports to the Monthly Meeting. The names of the individuals thus agreed upon, were accordingly reported to the Monthly Meeting, and the reports were fully united with, by the large body of the members of that meeting (i. e. Swanzey Monthly Meeting) although a few individuals opposed them.

The Yearly Meeting's Committee being present, then presented to the Monthly Meeting the following written advice, namely:—

“To Swanzey Monthly Meeting.

“DEAR FRIENDS, — The Committee appointed by the Yearly Meeting to extend a general care on its behalf, for the preservation of love and unity among our members, the maintenance of our Christian principles and testimonies, and the support of the discipline of the Church, and in the ability that may be afforded them, to assist and advise such meetings and members as circumstances may require, and way open for, under the direction of best wisdom, having from a belief that our duty under our appointment required it, met with the committees of your meeting, appointed about two years since, to propose the names of Overseers and Clerks; and apprehending that the cause of Truth and the right exercise of our Christian Discipline, urgently demand that there should be no further delay in the cases, were united in giving the following advice:— It appearing by the voluntary declaration of those members of a committee, who were present, appointed, as we apprehend without the authority of discipline, and out of the usual order of Society, to assist the Overseers when they presented a complaint against an individual, that they believed Edmund Chase to be innocent of the charges preferred against him by said in-

dividual; and that they did not intend in their report to the Monthly Meeting, to implicate him; we were united in judgment that this document ought not to be retained among its papers, but destroyed.

“The Committee on Overseers informed us that they had agreed upon five Friends for this station, and there being but one of them within the limits of Fall River Preparative Meeting, (it being usual to appoint two from that meeting,) in view of the circumstance, we were united in advising the Committee to propose to the Meeting to appoint Edmund Chase, in addition to those named, there not appearing any ground for the objection originally urged against his appointment. The Committee in relation to Clerks, informed us that they could not agree upon names, and after a full consideration of the case, we thought it right to advise the Committee to propose to the Monthly Meeting to appoint David Shove for Clerk, and Jonathan Freeborn for Assistant Clerk; and we are now united in advising the Monthly Meeting to make these appointments, and carry into effect these recommendations, believing that thereby the best interests of the Monthly Meeting, and its preservation in unity with the Quarterly and Yearly Meetings will be promoted.

“On behalf of the Committee,

“ROWLAND GREEN.

“Swansey, 7th month, 29, 1844.”

The same individuals who opposed making the appointment now opposed the acceptance of this advice, and Thomas Wilbur, the Clerk, who was one of the number, and who is a son of John Wilbur, refused to record the clearly expressed sense of the Meeting, although earnestly advised so to do, by the Yearly Meeting's Committee in attendance.

The condition of this Meeting as it then stood, was presented to the Quarterly Meeting in August, 1844, which released its Committee previously under appointment, and appointed another to visit Swansey Monthly Meeting and assist in its organization, “that our Christian discipline might be supported as in former days, to the honor of truth.”

At the following Monthly Meeting the individual who had previously acted as Clerk, still persisting to hold that station, contrary to the fully expressed sense of the Meeting, and the earnest entreaty and advice of the Yearly Meeting's Committee; and the Monthly Meeting having again at this time (with the exception of those persons who had manifested their opposition at the last Meeting) united in the appointment as Clerk, of the Friend who had been selected at the previous Meeting; the individual thus selected proceeded to open the Meeting, and the Representatives from all the Preparative Meetings presented to him the reports from those Meetings, and all answered to his calling of their names.

Notwithstanding the Meeting had thus appointed David Shove as Clerk, and he was acting in that capacity, Thomas Wilbur continued to sit at the table and to form and read minutes. To prevent confusion, the Meeting, after the reading of the minute of the Quarterly Meeting appointing its Committee, adjourned to a later hour in the afternoon; by far the larger part of the men's Meeting, and all the women, withdrawing from the house, and mostly assembling again, according to adjournment, to transact the business of the Meeting.

The persons who sustained the former Clerk in his decision against the judgment of the Meeting, with several women who were also disaffected towards the Society, continued to hold what they called Monthly Meetings.*

Thus Thomas Wilbur and a very few others, refused to be governed by the rules of discipline, and now it is contended that they did so on the ground of differences of doctrine. Although Thomas Wilbur and those who acted with him did not at the time, present or make any such issue, except that it was stated by one or two individuals in the Meeting that the Yearly Meeting's Committee intended by their advice to sustain unsound doctrines; but that Committee denied the fact so stated, and said they held to the same doctrines that Friends always professed.

* See "Narrative of Facts and Circumstances," issued by New England Yearly Meeting in 1845. pp. 34-38.

We think that the evidence will show that Thomas Wilbur disregarded the solid sense of Swanzey Monthly Meeting, and refused to conform to it by not yielding his place to David Shove, his successor, who had been appointed conformably to the discipline; and that he, with a very small minority set up a Monthly Meeting, claiming without investigation or decision, and with no disciplinary proceedings, but upon their own judgment, that they, and they alone were sound in doctrine. The solid sense of Swanzey Monthly Meeting was so decided, that every Preparative Meeting, of which it was composed by their Representatives, presented its account to David Shove, and not one consented to recognize Thomas Wilbur as Clerk although he testifies that he called upon them for their accounts.

Thomas Wilbur, however, claiming to be Clerk, and some few, claiming to be Swanzey Monthly Meeting, sent Representatives to the next Rhode Island Quarterly Meeting, — that being the Quarterly to which the Swanzey Monthly belonged, and the Quarterly Meeting for the Territory embracing Swanzey.

The Swanzey Monthly Meeting, of which David Shove was Clerk, also sent Representatives to the Rhode Island Quarterly Meeting, and they were recognized as being from the true Monthly Meeting. David Buffam being the Clerk of Rhode Island Quarterly Meeting.

On this state of things, Thomas Wilbur and the Representatives who went from the Monthly Meeting which they had set up as Swanzey Monthly Meeting, together with a few disaffected persons, waited till the Quarterly Meeting had completed their business and regularly adjourned, and then undertook to set up a Quarterly Meeting entirely contrary to the discipline which provides that Quarterly Meetings shall set up and discontinue Monthly Meetings and that "no Quarterly Meeting shall be set up, divided into two, or discontinued but by the Yearly Meeting."

There were no Representatives to constitute this Meeting, which they undertook to set up as a Quarterly Meeting, from any of the Monthly Meetings recognized by Rhode Island Quarterly Meeting, and no person even claiming to be Representatives except from Thomas Wilbur's Swanzey Monthly Meeting.

The Yearly Meeting assembled in 1845, and accounts were rendered containing the names of Representatives from each of the Eight Quarterly Meetings, there being two accounts purporting to come from Rhode Island Quarterly, each claiming to be genuine.

Upon this state of things appearing, it was deemed proper to select a Committee who should report all the facts in relation to Rhode Island Quarterly to the Yearly Meeting, in order that it might be decided who were the true Representatives from Rhode Island Quarterly Meeting and entitled to act as such.

It was decided that this Committee should consist of the recognized Representatives from the Seven Quarterly Meetings about whom there was no question, and that they should not only report the facts, but state upon them, which set, claiming to be Representatives from Rhode Island Quarterly Meeting, were in their judgment the true Representatives, and which body, claiming to be the Rhode Island Quarterly Meeting was the true one.

The regular Yearly Meeting postponed the appointment of Clerk until it should be determined who the Representatives from Rhode Island Quarterly were — it being the business of all the Representatives to nominate a Clerk, and therefore necessary first to decide who the Representatives were from all the Quarterly Meetings.

All this was decided and minuted at the first sitting of the Yearly Meeting.

The Representatives from the Meeting of which Thomas Wilbur was Clerk, refused to submit their claims to the consideration of the Committee appointed to consider them, or to appear before them on the subject, but sent a deputation to them to inform them of this conclusion, and they with some other individuals claimed to be the Yearly Meeting.

At the second sitting of the Yearly Meeting, Prince Gardner, a Representative from Sandwich Quarterly Meeting, stated on behalf of the Representatives from Rhode Island Quarterly Meeting, and some of those from Sandwich Quarterly that they had been together and had nominated Thomas B. Gould for Clerk — although the Yearly Meeting had at the

former session postponed the nomination of Clerk until it was decided who the Representatives from Rhode Island were.

Notwithstanding this declaration of Prince Gardner, it does not appear by the evidence what persons, claiming to be Representatives, had been together to nominate Clerks. But the Representatives from the Meeting of which Thomas Wilbur was Clerk, with a few others, proceeded under Thomas B. Gould as their Clerk, and afterwards went away into another place and held what they called a Yearly Meeting.

After notice to the Representatives of the Quarterly Meeting of which Thomas Wilbur was Clerk, to appear and be heard, the Yearly Meeting proceeded on the report of their Committee to decide: That the Quarterly Meeting of Rhode Island of which David Buffum was the Clerk, was the true Rhode Island Quarterly Meeting, and that the members of Thomas Wilbur's Quarterly Meeting were Separatists, — out of the unity of the Yearly Meeting, and not entitled to be represented in the Yearly Meeting.

They therefore received the Representatives from the Rhode Island Quarterly Meeting — David Buffum being the Clerk of said Quarterly Meeting — which Representatives afterwards met with the Representatives from the other seven unquestioned Quarterly Meetings — and the Representatives from all the Quarterly Meetings thus met, unanimously nominated Abraham Shearman, Jr., as Clerk, according to discipline, and he was accordingly appointed, when the Yearly Meeting proceeded in usual course with its business.

The Yearly Meeting also determined and decided that the Meeting having Thomas Wilbur for Clerk, calling themselves, Swanzey Monthly Meeting, were Separatists and out of the unity of the Yearly Meeting, and not entitled to be considered, or recognized as a Monthly Meeting of the Society of Friends.

Up to this time, and in the consideration of any and all these questions, while the Yearly Meeting was regularly in session, with all the Quarterly Meetings present and represented — either while those claiming to be Representatives of Rhode Island Quarterly Meeting of which Thomas Wilbur was Clerk, were present, or after they went away — not only

had no question of doctrine been discussed in the Yearly Meeting or in any of the subordinate Meetings of the same organization, but no question of soundness or unsoundness of doctrine had been presented by the Representatives of the Meeting of which Thomas Wilbur was Clerk, or others; and no decision had been made except upon the matter of orderly proceedings and the orderly conducting of business according to the discipline.

Nor had there been at any time any question before any meeting which properly involved the soundness or unsoundness of J. J. Gurney or his writings. And J. J. Gurney was never arraigned in any disciplinary proceeding or called upon by any disciplinary process to answer for unsoundness, and consequently never put upon his defence.

In order, however, to do away with any misapprehension upon the subject, and for the satisfaction of all, the Yearly Meeting which the Complainants claim to be the true one — after recognizing the Representatives from the Rhode Island Quarterly Meeting, of which David Buffum was Clerk, and after recognizing the Swanzey Monthly Meeting, of which Dávid Shove was Clerk, as a component part of said Quarterly Meeting, and deciding that both the organizations under the names of Rhode Island Quarterly, and Swanzey Monthly Meetings, of which Thomas Wilbur was Clerk, were not Meetings of the Society of Friends, but Separatists — for the clearing of truth of all misunderstandings, issued a declaration of their faith and doctrines, acknowledged on all hands to be sound and the declaration of the true doctrines of the Society.

And in said declaration, the Yearly Meeting declared as follows:—

“We have thus, dear Friends, seriously and candidly declared our faith upon these various points of Christian doctrine, and we entirely disclaim and have invariably disclaimed all views and doctrines inconsistent therewith from whatever source they may come, or by whomsoever they may be promulgated,— and we do not consider ourselves responsible for the writings of any individual which have not received the

approval of a meeting of the Society authorized to inspect and sanction writings on doctrines. Nor do we countenance the receiving of any sentiments which are at variance with those contained in our approved writers.”

We submit that the propositions before stated, and the citations made from the evidence, lead us to the following conclusions:—

1. That David Shove was rightfully made Clerk of Swanzy Monthly Meeting.

2. That said Monthly Meeting, of which Shove was Clerk, continued to be the true Monthly Meeting; even if there might have been irregularity in some of its proceedings.

See Defendant's ev. pp. 318, 319. H. Cope's ans. to 15th and 16th, and p. 285, Plaintiff's ev. Thos. Willis, ans. to 14.

3. That the Rhode Island Quarterly Meeting, of which David Buffum was Clerk, was and continued to be the true Rhode Island Quarterly Meeting.

Plaintiff's ev. p. 77. Sam'l Boyce, ans. to 28th.

Defendant's ev. p. 9. Thos. Wilbur, ans. to 19th.

4. That the Yearly Meeting of which Abraham Shearman, Jr., was Clerk in 1845, and of which Dr. Tobey is now Clerk, is the true and only New England Yearly Meeting of Friends, and its proceedings were regular.

See opinion of Ch. J. Evans, in *Hendrickson v. Shotwell et al.* published in report of Trenton trial, pp. 9, 10, and especially 12, 13.

Plaintiff's witnesses.

Samuel Boyce, p. 62, ans. 5, 6, 7. S. A. Chase, p. 90, ans. 5, 6, 7. T. Anthony, p. 169, ans. 5, 6, 7. J. Meader, p. 198, ans. 5, 6, 7. P. Peck, p. 182, ans. 5, 6, 7. B. W. Ladd, p. 231, ans. 5, 6, 7, 8. E. Coffin, p. 258, ans. 5, 6, 7, 8. T. Willis, p. 281, ans. 5, 6, 7, 8. E. Lewis, p. 302, ans. 5, 6, 7, 8. H. Balderston, p. 322, ans. 5, 6, 7, 8. A. Stalker, p. 334, ans. 5, 6, 7, 8.

Defendant's witnesses.

Charles Evans, p. 311, ans. 32; p. 313, ans. 56, 57; p. 311, ans. 29, 30, 31, 32.

Henry Cope, p. 310, ans. 29, 31, 32, 33, 34, 41; p. 321, 56; p. 322, 57.

Nathan Hearpless, p. 328, ans. 29, 31, 32, 33, 34; p. 329, ans. 41; p. 330, ans. 56, 57.

Joseph Hobson, p. 334, ans. 25; p. 338, ans. 30, 31, 32, 33, 34, 35, 36; p. 339, ans. 42, 43, 44, 45; p. 341, ans. 58, 59.

Joseph Edgerton, p. 344, ans. 25; p. 346, ans. 30; p. 347, ans. 36, 37; p. 338, ans. 42; p. 349, ans. 58, 59.

Nathan P. Hall, p. 353, ans. 25, 26; p. 356, ans. 32; p. 358, ans. 59.

And complainants' claim to establish from same and other evidence, —

1. That the division in Swanzey Monthly Meeting was not by reason of any doctrinal difference.

See Plaintiff's ev. p. 66, 13th ans. of S. Boyce; p. 186, 29th ans. of Perez Peck. Defendant's ev. p. 41 3d ans., and p. 44, 5th ans. of Amos C. Wilbur.

See Thos. Wilbur's record 7 mo. '44, Defendant's ev. p. 21, and 8 mo. '44, p. 21 and 22.

See Complaint v. Freeborn and others, 12 mo. Defendant's ev., p. 24.

See Complaint v. E. Chace, Defendant's ev. pp. 24 and 25, and proceedings thereon, pp. 25 and 26.

See Complaint v. Jos. Estes in 1847, Defendant's ev. pp. 26, 27, 28, 29.

2. That the same is true of Rhode Island Quarterly Meeting.

3. That the same is also true of New England Yearly Meeting.

Complainants further say : —

1. That the doctrinal opinions of Joseph John Gurney are wholly unimportant in this controversy.

2. If Gurney held to any unsound doctrine, neither New England Yearly Meeting nor any of its members adopted such unsound doctrine.

3. The respondents have never acted upon the ground that the New England Yearly Meeting or any of its members were unsound until the filing of their answer to the Supplemental Bill.

See citations under Proposition that Division in Swanzey Monthly Meeting was not on account of doctrine.

See also proceedings of the several Monthly, Quarterly, and Yearly Meetings till after 6 mo., 1845.

4. The Respondents now claim that Complainants do not hold the four following fundamental doctrines as they allege them to be : —

1. That the Scriptures are given by inspiration, and when rightly interpreted, are unerring guides, and, to use the language adopted by them, "they are able to make wise unto salvation, through faith which is in Christ Jesus."

2. That the Spirit still operates on the souls of men, and when

it does really and truly so operate, it furnishes the primary rule of faith. That the Scriptures proceeding from it, must be secondary in reference to this primary source, whence they proceed; but, inasmuch as the dictates of the Spirit are always true and uniform, all ideas and views which any person may entertain, repugnant to the doctrines of the Scriptures, (which are unerring,) must proceed from false lights.

3. That according to the order of the Apostles' testimony, we must be washed and sanctified before we can be justified.

4. Touching the doctrines of the Trinity, they seldom make use of the word, and have avoided attaching distinct personality to the Father, Son, and Holy Ghost, and consider it a mystery beyond finite human conception, and take up the doctrine as expressly laid down in the Scriptures, and have not considered themselves warranted in making deductions, however specious. *See Defendants' answer to Complainants' Supplemental Bill, supra, p. 55.*

The Complainants deny that there is any unsoundness with them on the above points of doctrine, and claim that on those subjects they and Friends of New England Yearly Meeting hold the same views held by the founders of the Society and by their successors in every period of its history. *See Declaration of Faith of New England Yearly Meeting for 1845.*

The respondents, however, still claim that the complaints are unsound, and

It is alleged by certain witnesses that they believe N. E. Y. Meeting to be unsound in doctrine, for reasons almost as various as the witnesses.

Taking all the witnesses together, and they assign ten reasons.

1. Disownment of John Wilbur.
2. Dissolution of South Kingston Monthly Meeting.
3. Disownment of Thomas P. Nichols.
4. Approbating doings of Meeting for Sufferings in minute of approval of doings of Trustees under the will of Obadiah Brown.
5. Meeting for Sufferings refusing to examine correctness of Gurney's opinions, published before he came to this country, and their reappointment by New England Yearly Meeting.

6. Causing Monthly Meetings to be put under care of Quarterly.

7. Giving Gurney a returning certificate.

8. A member of Meeting for Sufferings putting "Portable Evidences" in library of Rhode Island Quarterly Meeting for circulation.

9. Yearly Meeting Committee, in 1841, at East Greenwich, pronounced Joseph John Gurney sound in doctrine.

10. Fifteen of New England Yearly Meeting Committee signed a document declaring J. J. Gurney to be an approved and authenticated minister of the Society of Friends.

Neither of those ten reasons individually, nor do all collectively, afford any ground for charging complainants with unsoundness.

Under these views, the complainants seek to enforce a trust declared by Mrs. Danforth, by her deed referred to in the pleadings.

The complainants will refer to discipline and evidence, cited under the 11th point, and others, to show, so far as may be necessary, what is meant by unity, and being in or out of unity.

That the Court has jurisdiction to enforce the trust will not be made a question; and upon the facts before established, and upon the terms of the deed, the complainants claim that they are entitled to a conveyance, and they cite

Chamberlain v. Crane, 1 N. H. R. 65; Jackson v. Meyers, 3 Johnson, 396; Jackson v. Carey, 16 Johns. 303; Doe v. Bassingham, 6 B. & Cress. 305; 2 Sugd. v. Powers, 14, ch. 8 § 2, Subdiv. 2; Attorney-General v. Bradley, 1 Eden, 482; 1 Sugd. on Powers, 255, ch. 6, § 1, 16; Cornish v. Uses, 169; Crabb's Halprop, § 2014.

A supplemental bill is proper to bring before the Court, new matter or new events occurring after commencement of suit; and though, if original bill is *wholly defective*, it cannot be sustained by filing supplemental bill, yet, if sufficient for any kind of relief, it may be.

Story's Eq. Pl. p. 273; Cooper's Eq. Pl. p. 74; Mitf. Eq. Pl. p. 61. M. (e.)

Bowe *v.* Skifwith, 2 Ch. R. 142.

Burfield *v.* Kelly, 4 Russ. 355.

Candle *v.* —, 1 Paige, 168.

Stafford *v.* Howlett, 1 Paige, 200.

3 Daniels, Ch. Pr. 1651, Note 1, and 1658.

THE

CLOSING ARGUMENT FOR THE COMPLAINANTS,

BY RUFUS CHOATE, ESQ.

I DO not know that the Court will, or ought to, attach any considerable importance to the fact that in a case of separation of members of a once united order, or Church, a large preponderance of numbers is found on one side, or that the large numerical majority comprises also at least a corresponding measure of sense, character, and consideration.

And yet it is not wholly without significance, — certainly it is altogether fit to be remembered at the outset of this deliberation, — that if we may conjecture from various intimations transpiring incidentally throughout the evidence, and from all which may be judicially collected of the history of this important business, — the Friends who compose that Monthly, Quarterly, and Yearly Meeting which the Respondents characterize as “illegal” and “illegitimate,” — their members “schismatic” and “separatists,” — these Friends, and those who sympathize with the real complainants in the cause, and adhere to them, are in the proportion of about ten or twenty to one to the alleged orthodoxy of society, and that nobody has suggested that the apparent advantage of numbers is qualified by want of a genuine sobriety, or religious and personal character.

At the moment when the sect of the Respondents set themselves apart from the general brotherhood at the Yearly Meeting of 1845, it is the judgment of eye-witnesses of the highest respectability, that such was about the proportion of those who went, to those who staid behind.

Stephen A. Chase (Complainant's Evidence, p. 93, int. 8), declares that he found in the yard, to which the Respondents and those who act with them had removed, "from forty to fifty males," and that there were left within the house "from four to five hundred males."

And Samuel Boyce expresses more generally the belief (Complainant's Evidence, p. 65, int. 8), that eighty to one hundred men, women, and minors, on that occasion seceded from the Yearly Meeting, and nine hundred to nine hundred and fifty remained in it. And this, it may be borne in mind, was an occasion on which they rallied in their utmost strength.

That the same and still greater disproportion runs through the whole series of subordinate organization, and through the whole New England family of Friends, wheresoever the ancient calm has been broken at all by this passing excitement, I suppose to be also out of doubt. In this Yearly Meeting are eight Quarterly, and thirty-one Monthly Meetings. In eleven only of the thirty-one, and in four Quarterly Meetings only, does it appear that separation has, in form, declared itself.

In all New England are not far from eight thousand Friends. And of these, as we gather from the statistics of the Meeting for Sufferings, about five hundred and seventy, including children, not much more than one in twenty, gives any evidence of coöperation or sympathy with those whom, not offensively, I will call the party of the Respondents.

The case opens, then, with no presumption against us. *Cæteris paribus* and *primâ fronte* I may surely say, the probabilities of right are not *against* the greater number, of equal individual respectability. *Primâ fronte*, I think the informed reader of ecclesiastical history would not expect upon the sudden development of dissension in a Church, remarkable beyond all others for great persistency in union, to find that it

was the *far larger number* that had forgotten or outraged the discipline and usage, and unlearned the creed which had formed the distinction and the trust of all its eras, whoever else, if any, had done so. I think he would expect that the great body, assuming them to possess a due share of intelligence and character, would be as likely to hold fast the written and unwritten practice, and cherish and exemplify the genuine orthodoxy of doctrine, and to “steady, with upright keel,” against the rushing stream on which all things human are borne forward at last,—as a minute faction. It may always be that the eleven jurors who stand out are wrong as well as obstinate; but the chances, I think, are rather against the solitary dissentient.

But the Complainants are of a Church in which mere majorities are reckoned for nothing, and before a tribunal where they are reckoned for nothing. It is on the equity of their cause that they are to have relief *here*, or they come in vain for relief. In proceeding to the argument, I shall assume that the Court is now adequately furnished with the somewhat remarkable and elaborate ecclesiastical polity of Friends. That whole system, through its entire series of subordination; its Meetings ascending one above another—beginning with the Preparative advancing to the Monthly; thence to the Quarterly, and terminating in the Yearly; with their relations and gradations and accountableness and powers, was explained in so clear and masterly a way, by my associate, Mr. Lord, that I may well suppose it perfectly understood, and may reason accordingly.

The general object of the Bill is, to have the lands described in it declared to be charged with and decreed to be conveyed upon the trusts created by the deed of Elizabeth S. Danforth, as we define that trust.

The deed is in these terms:—

“Know all men by these Presents, That I, Elizabeth S. Danforth, of Dorchester, in the county of Norfolk and State of Massachusetts, widow, in consideration of two hundred and twenty-five dollars, received to full satisfaction of Jonathan

Chace, Benjamin Slade, and Reuben Chace, of Swanzey, all in the county of Bristol and State aforesaid, for and in behalf of the Monthly Meeting of the people called Quakers, known by the name of Swanzey Monthly Meeting, have given, granted, bargained, and sold, and do, by these presents, give, grant, bargain, sell, alien, and fully, freely, and absolutely convey and confirm, unto them, the said George Shove, Jonathan Chace, Benjamin Slade, and Reuben Chace, their heirs and assigns, to and for the uses, intents, and purposes of the people called Quakers, forever, as set forth for the more *effectual government thereof*, in the covenanting clauses by the said grantees, as hereafter expressed,— a certain lot or piece of land situate in Troy, in the aforesaid county of Bristol, and bounded as follows:— Beginning at the south-west corner of said lot, by the highway that leads from Tiverton to Taunton, and land of Eben Slade, — thence running easterly, by said Eben Slade's land, fifteen rods, — thence northerly, by a line parallel with the aforesaid highway, six rods, to a stake, — thence westerly, on a line parallel with the said Eben Slade's north line, fifteen rods, to the highway, — thence, by said highway, six rods, to the first-mentioned bounds, — containing ninety square rods.

“ To have and to hold the said granted and bargained premises, together with all their appurtenances, unto them, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, as feoffees, in trust for the said people, their heirs and assigns forever. And I, the said Elizabeth S. Danforth, for myself, heirs, executors, and administrators, do covenant and engage the above demised premises, to them, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, as well as the said people, their heirs and assigns, against the lawful claims and demands of any person or persons whatsoever, forever hereafter to warrant, secure, and defend by these presents. And we, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, do acknowledge the aforesaid trust, and hereby covenant and declare, that the true intent and meaning of these presents are, that we, nor our heirs, nor either of us, nor them, shall make any claim or demand of, on, or to, the granted trust and prem-

ises in our own right, or for our own use, and for the more effectual executing and full performance of said trust, that we, and our heirs, and each of us and them, shall, at any time hereafter, upon the request, and at the cost and charge, of the said Meeting, or such other Monthly or Quarterly Meeting as the Meeting of said people at Swanzey, for the time being, shall or may belong to, *being in unity with the Yearly Meeting for New England*, or of any person or persons they may appoint, in this respect, make, do, and execute such further act and deed or devise whatever, for the more effectual conveyance and assigning of the said lot of ground, with its appurtenances, to and for the uses and purposes of the said people called Quakers, as by the said Yearly, Quarterly, or Monthly Meeting, or their or *either of their Committees* may be devised, advised, and required. And we, the said Jonathan Chace, Benjamin Slade, and Reuben Chace, do hereby further covenant and declare, that it is the true intent and meaning of the conveyance to us as aforesaid, that we, nor either of us, nor either of our heirs succeeding us in this trust, who *shall be declared by the Yearly, Quarterly, or Monthly Meeting*, to which he or they shall or may belong, to be out of unity or Church fellowship with them, shall be capable of executing this trust or stand seized thereof, or of holding any right or interest whatever in the granted premises, whilst he or they shall so remain out of unity with the said people, but in all such cases, and also when any of us, or our heirs succeeding us in this trust shall depart this life, it shall and may be the right of the Clerks of said Monthly, Quarterly, or Yearly Meeting for the time being, or either of them, to enter into the said trusts, in behalf and *for the use of said people*, and hold *the same* in as full and ample a manner as we shall or may after the execution of these presents. We, the said Jonathan Chace, Benjamin Slade, and Reuben Chase, for ourselves, our heirs and assigns, hereby quitclaiming, releasing, and conveying to the said Clerks for the time being, or either of them, *in case of our being declared out of unity*, or dying as aforesaid, all right, title, interest, property, and demand whatsoever, in and to the aforesaid trust and granted premises, to the end that they either

convey the same to such others as the Meeting may appoint, or to hold the same as feoffees in trust for the people called Quakers, in unity with the Yearly Meeting for New England, as the said Monthly, Quarterly, or Yearly Meeting may, at any time hereafter, *direct* and require.

“In witness whereof, the said Elizabeth S. Danforth, Jonathan Chace, Benjamin Slade, and Reuben Chace, the covenanting parties to these presents, hereunto set their hands and affixed their seals, this day of the seventh month, in the year of our Lord one thousand eight hundred and twenty-one.

ELIZABETH S. DANFORTH, (L. S.)

JONATHAN CHACE, (L. S.)

BENJAMIN SLADE, (L. S.)

REUBEN CHACE, (L. S.)

Signed, sealed, and delivered }
in presence of }

J. J. Sherburne,

Francis Baylies,

David Brayton, }

Witnesses to the signatures of Jonathan
John Mason, } Chace, Benjamin Slade, and Reuben Chace.”

How, then, do we define and limit the trust created by this deed? Thus. It is a trust for the use of the people called Quakers in New England, *being in unity with the Yearly Meeting* for New England; which trust is placed under the immediate management and direction of the Swanzey Monthly Meeting, *being in unity with the Yearly Meeting aforesaid*, but subject to the ultimate and general superintendence and control and administration of the said Yearly Meeting. And by the qualification, “being in unity,” we mean *standing in that relation, and that just subordination to and connection with* the Yearly Meeting and its Quarterly Meetings, which the ecclesiastical polity of Friends expects and prescribes.

Let me attempt to show, first, by a critical inspection of the terms of the deed, that such is exactly or substantially the trust created by it.

1. In the first place, then, that I may attend to the several

branches of our description in their order, as they have just been enumerated, "the trust is for the use, in a general and comprehensive sense, of the people called Quakers in New England, *being in unity with the Yearly Meeting.*"

The language of the granting part of the deed expresses it even more generally, as, "for the people called Quakers;" without indicating, in terms, what Quakers, or where they are.

"I give, grant, etc., to the said Shove, etc., to, and for the uses, intents, and purposes of the people called Quakers, forever," etc., etc. But that the intention of the parties was to limit it to those of New England, is quite plain. The local situation of the estate; the object for which it was procured; the whole frame of the polity of Quakers; the language of the deed, considered as a whole, place this out of all doubt.

In spirit, creed, and all which impresses a specific and distinguishing character upon a religious denomination, Friends everywhere are one; but they exist in certain independent distributions called Yearly Meetings. Of these there are in the world in all nine, — seven of them in the United States.

These meetings correspond by epistle, and interchange of courtesies, and counsels; they accord a measure of recognition and regard to each other's proceedings, and twice on this continent, before the late separation in New England, once in the ninth month, 1828, at Mt. Pleasant, Ohio, six of these Yearly Meetings, and once in the seventh month, 1829, at Philadelphia, — seven being all the Yearly Meetings in this country, have met by Representatives, in voluntary general convention, asserting, however, no power of government.

In truth, they are wholly distinct and independent; each in forming and administering its own discipline, and I suppose that the just construction of a grant of land within the limits of any one of them, to a resident within the same limits, for the use of Quakers, however generally conceived in point of expression, would restrain it to the particular Yearly Meeting where the land lay, and the grantee in trust lived.

We shall hereafter see that other clauses in the deed, so completely subject this estate to the control and administration of the Yearly Meeting of New England in so many words,

as to exclude all question of what family of Quakers they were who were intended to be the beneficial owners.

2. But the second qualification of the trust is, that the Quakers within the limits of the New England Yearly Meeting, to whose use it is created, shall be "*in unity*" with that New England Yearly Meeting.

It is true that in the granting part of the deed, this qualification of unity with the Yearly Meeting is not in terms afforded to the designation of the *cestui que use*.

But the reason of the omission here is obvious. In this part of the deed the language deems all the Quakers within the Yearly Meeting of New England to be as *one*. It assumes them to be a unit; distinguished from all other people, and united to one another by a community of doctrine, and a community of polity and discipline; and for this people thus knit to one another, — thus discriminated from the rest of men, — for this people as a unit, it declares the trust. The grand ascertainment and designation of the beneficiary grantee is all that is here immediately aimed at.

How he shall enjoy the grant, — by what organic instrumentalities it shall be administered, — what specific qualifications depending on the structure of the Quakers' ecclesiastical system each individual recipient is to possess, — all this is postponed to the latter clause of the deed. For the present, here it was enough to say, that the use is for "the Quakers of New England, as a whole."

Absolute unity pervading and identifying all the members of that whole, is assumed of course. But it would have been needless and unsuited to the office of this part of the grant, to say, "for the Quakers of New England" *in unity with the Yearly Meeting of New England*, because the Yearly Meeting is only the representative organ of that very whole for whom the trust is raised.

Unity of the constituency, regarded as one, with the Representative, regarded by one, is implied necessarily.

But subsequent clauses, and just as, and where we should expect it, bring this qualification very prominently to view.

After the grant and the *habendum*, in order to secure the administration of the grant to its grand purpose, the benefit of the Quakers of New England, specific provisions "for the more effectual government thereof," are introduced in the form of covenants of the trustee.

That is to say, provision is made for subjecting it to control, management, and disposition, in a certain order, to certain meetings; and it is observable that the moment the deed arrives at this, — the moment it comes to speak of less than the whole people called Quakers as a whole, — the moment it comes to details, and to define with precision and care the conditions of enjoyment, or power in regard to the subject-matter, — then it solicitously introduces this qualification of *being in unity*, and thenceforward we find it in every paragraph.

One passage, for my immediate purpose, will be enough.

There is found towards the conclusion of the deed, a provision for the substitution of other trustees in the place of those created by the deed, the original grantees therein, upon the event of their death or becoming out of unity with the Yearly, Quarterly, or Monthly Meetings, and here it is declared in so many terms that such substituted trustees shall hold, if not ordered to convey, "in trust for the people called Quakers *in unity* with the Yearly Meeting for New England." If the substituted trustees are to hold for a people *in unity with that Yearly Meeting*, surely the original trustees were to hold for a people also in unity with the same meeting.

3. The third feature of the trust in the deed is, that it is placed under the immediate management and direction, and to be administered for the primary benefit of the *Swansey Monthly Meeting in unity with the Yearly Meeting of New England*.

I. It is under the immediate management and for the benefit primarily of the Swansey Monthly Meeting.

The grant does not declare this in terms, but the circumstances make it certain.

The land lies within the territorial limits of that Monthly Meeting. The consideration is paid "for and in behalf of"

that meeting. Further acts of assurance are to be executed "at the cost and charge" of that meeting, "or of such other Monthly or Quarterly Meeting as the meeting of the said people at Swanzey, for the time being shall or may belong to," indicating a particular interest and power in the people of that particular locality.

The Discipline, page 69, devolves on Monthly and Quarterly Meetings the care of "meeting-houses, burial-grounds, and charitable bequests," and enjoins that they look into and secure titles, supply and substitute trustees in the event of death, or for other causes, "or make any alterations," and "timely and careful inspection," so that the benefit of the property may be secured to Friends. Within the spirit of this ordinance, the primary management and control of such an estate as this would fall to the Monthly Meeting within which it lay.

The allegations and concessions of the parties touching the relations of the Monthly Meeting to this property, as we find them in the pleadings, come in aid of my position.

It seems agreed on both sides, that after the execution of the Danforth deed, the meeting-houses successively were built on the land conveyed by contributions of members of the Swanzey Monthly Meeting, and the Quarterly Meeting to which it belongs, "for the use of the said Monthly Meeting;" and that these houses were occupied and enjoyed by the said Monthly Meeting, thence until the origin of the difficulties resulting in this litigation. Both sides agree, too, by their pleadings, that such an interest was created by the deed, that the Overseers of the Swanzey Monthly Meeting took it under the statute in their capacity of overseers, which assumes and requires that it should have been a grant, in some sense, to the use of that particular meeting.

II. But this Swanzey Monthly Meeting, for whose benefit it is primarily granted, and to whose management it is in the first instance subjected, is to be a Monthly Meeting "*in unity with the Yearly Meeting for New England.*"

I have adverted to those provisions in the deed, and those considerations which show that wheresoever the "people called

Quakers," are in a general way indicated as the *cestui que use*, the qualification of unity with the Yearly Meeting is always contemplated. But see how much more pains are taken to make it clear that such unity is the indispensable condition on which this Monthly Meeting is to take, hold, do, or be any thing in relation to this subject-matter.

1. In the first place, such are the express terms of the instrument. The very first covenant of the trustees undertakes that, "for the more effectual executing and full performance of said trust, they will, upon the request and at the cost of the said Monthly Meeting, or such other Monthly or Quarterly Meeting as the meeting of said people at Swanzey, for the time being shall belong to — *being in unity* with the Yearly Meeting for New England — execute for the conveyance, etc., etc." In this passage, the words "being in unity, etc.," qualify "the said meeting," as well as "such other Monthly Meeting."

Grammatically they do so; and there is besides, manifestly no reason why any subsequent Monthly Meeting should be required to be in unity, which does not require the then Monthly Meeting to be so.

The truth is, the meeting then existing was in unity; and the language is designed to secure the continued existence of that qualification, in that, and all its successors.

Unity, then, in terms, is made a condition of one act and one power of the Monthly Meetings, to wit, the directing of further assurances or conveyances by the trustee, for the more effectual performance of the trust. But if necessary for this, is it not for all acts, all powers, and all enjoyment in relation to the subject?

2. In the next place it is carefully provided that the estate, interest, and powers of the grantees in trust in the deed, shall cease whenever they shall be declared to be out of unity either with the Monthly, Quarterly, or Yearly Meeting. "We, the said J. Chace, Slade, and R. Chace, do covenant, etc., etc., that it is the intent of this conveyance, etc., etc., that neither of us, etc., shall be capable of executing this trust, or shall

stand seized thereof, or hold any right or interest whatever, in the granted premises, whilst he or they shall so remain out of unity ;” and in such case provision is made for other trustees to take their place.

Thus, then, no one can be a trustee who is not in unity with the Yearly Meeting.

We have seen already that when the deed speaks of the “people called Quakers” as the *cestui que trust*, it means, because it expressly requires, that they shall be in unity with the Yearly Meeting. How, then, can it, by possibility, have been the intention of the parties that the Monthly Meeting, which is at once, in a certain and just sense, both trustee and *cestui que trust*, — partaking of the nature, powers, and right of both, — should not be in unity with the Yearly Meeting ?

We see that the trustees first named in the deed must be in unity. We see that the people called Quakers, — when spoken of as the general *cestui que trust*, — must be in unity. Must not the Monthly Meeting, which is both trustee and *cestui que trust*, also be in unity ?

That meeting is in one sense a *cestui que trust*, in so far as it is *that portion* of the people called Quakers, the larger *cestui que trust*, which primarily and chiefly is to enjoy ; and it is in one sense *trustee*, inasmuch as it has some peculiar powers of immediate management and control. In both sides of its character, then, — so to speak, — it is bound to be in unity with the Yearly Meeting.

3. Another aspect of the deed conducts necessarily to the same conclusion.

It is an instrument scarcely intelligible on any other supposition than that all the parties to it, and all parties in interest, assume and mean that the Monthly Meeting, Quarterly Meeting, and Yearly Meeting shall all, at all times, utter one will and be of one mind. Look at its provisions. The grantees agree to make further conveyance of the premises, “*at the request of the Monthly Meeting*, for the use of the people called Quakers, *as by the said Yearly, Quarterly, or Monthly Meeting*, or their or either of their Committees may be devised,

advised, and required." Of course, this language expects and intends that all these Meetings shall "devise, advise, require, and request," to use all its terms, exactly the same thing, at the same time, or that just what any one requires shall be as matter of course what the others require. The imagination of a conflict of views never enters the mind of the deed. If it had, it surely would have been provided for.

Take another provision. If the grantees, named in the deed, become out of unity with the Monthly, Quarterly, or Yearly Meeting, or die, "it shall and may be the right of the Clerks of said Monthly, Quarterly, or Yearly Meeting, for the time being, or either of them, to enter into the said trusts in behalf and for the use of said people and hold the same," etc., etc., etc.

But how if these three Clerks and their respective constituent meetings, are not like-minded? Who, then, is to enter and hold? Like-minded, therefore, certainly it is supposed and intended they shall be.

Again. If the grantees are declared by the Yearly, Quarterly, or Monthly Meeting, to be out of unity with them, we see that their trust expires. Does not the wording of that contingency demonstrate that all proceeds on the assumption that he who is out of unity with one, is necessarily out of unity with all; that either may declare for all; and that each is one with all?

Once more. The Clerks of the Monthly, Quarterly, or Yearly Meeting, "or of either of them," having entered upon the vacated trust, may "convey the same to such others as the Meeting may appoint, or to hold the same as feoffees in trust for the people called Quakers, in unity with the Yearly Meeting for New England, as the said Monthly, Quarterly, or Yearly Meeting may at any time hereafter direct and require."

But suppose these meetings differ on the point of direction and appointment.

It is submitted that such a deed as this could never have been framed by persons of the least degree of intelligence, if it had not been perfectly understood that all these meetings are but members of a common body in a due subordination to one another; if the possibility of dissenting policy; of an-

tagonism; of want of unity *inter sese* had been dreamed of; if it had not been supposed that all "directions, requests, devisings, or advisings," of any or all, would be the consistent expression of a single will speaking with equal certainty and effect through every one of these, its organs. If, at every place where the words Monthly Meeting, or Quarterly Meeting occur, you supply the words, "being in unity with the Yearly Meeting," the deed is intelligible, and provides effectually enough for its own execution. This is to read it with the eye of Friends. It is to interpret it by the conventional reason of Friends, which understands when a meeting is spoken of without more, that a meeting in its normal and healthy state, and relations, and action, is meant of course. Inspected by any other eye, and subjected to any other interpretation, the deed is a riddle and an absurdity.

But a somewhat broader view conducts us to the same conclusion. I take it, that independently of its particular expressions, certainly without the aid of any language so unequivocal and irresistible in its meaning and implications as that which I have been examining, I take it to be generally true, that where a grant is made as here, primarily for the benefit, and subjected to the immediate administration of a local religious Society, — which is itself part of an entire and large ecclesiastical polity or system, — a Society holding for example the place which a Monthly Meeting holds in the Quaker Discipline, or a local Conference in the Methodist Episcopal Order, — one component in a vast aggregate and series, bound together by a fundamental law of union and interdependence and subordination, — in such case, unless the terms of the grant are express to the contrary, it is ever to be construed as made on the condition and under the qualification that the local Society continues to remain subject to the fundamental law of the Church, a part of the original whole; and if it becomes dislocated, independent, and antagonistical, it can hold no longer.

Such, on such a grant, is ever *primâ facie*, the reasonable intendment. The grantor, or whoever originates and shapes the grant in such a case, understands the ecclesiastical system

itself, of which the local Society is parcel. He is a Friend. He is a Methodist. He seeks the preservation and advancement of his Church as an entirety. He grants to the one that he may build it up; not to give a premium and supply weapons for revolt to overthrow it. And, therefore, it is a just conclusion that he grants to the local Society, as being, and whilst, in unity with the general Society. He grants "to A. and his heirs, tenants of the Manor of Dale," and whenever the heirs of A. cease to be tenants of that Manor, their estate determinates.

And so is the point upon authority. The case of Gibson et al. v. Armstrong et al., 7 Ben Munro, 481, decided in the Court of Appeals of Kentucky, gives evidence of great familiarity with the principles applicable to this species of controversy, and is very instructive. By a deed, pursuing the form prescribed or recommended in the Book of Discipline of the Methodist Episcopal Church, a parcel of land in Maysville was granted to trustees, upon trust, to build thereon a house of worship "for the use of the members of the Methodist Episcopal Church in the United States of America."

Upon this deed it was holden,—

1st. That "notwithstanding the apparent comprehensiveness of the terms in which the use is declared in favor of the Methodist Episcopal Church in the United States, the actual use, that is, the use of the premises by occupancy and for accommodation and immediate control of them as a place of worship, was intended to be secured to the local congregation or Society, subject to the rules and regulations prescribed by the higher authorities of the Church." pp. 490, 491.

So here the primary beneficiary, and immediate manager, is the Monthly Meeting at Swanzey.

2d. But in that case, as in this, two organized societies were before the Court, each claiming to be the local congregation of Maysville, for whom primarily the trust was created. The ancient Methodist Episcopal Church of the United States had been divided, *de facto*, in twain, and had become two

Churches, a Northern and Southern. One of the organizations, claiming to be the Maysville Local Society, adhered to the newly created Methodist Episcopal Church South, and recognized its General Conference as the supreme ecclesiastical power to which alone it owed subjection, and to which alone it stood related. The other disregarded the alleged division of the Church; adhered to the old one; acknowledged the jurisdiction of its General Conference; and disclaimed all subordination and relation to, and all knowledge of, the new Church of the South.

It became necessary, then, for the Court to determine which was the true local society of the deed of trust.

To do this, it became necessary to inquire whether the local society took and held under any, and what condition or qualification. And, therefore, this important principle was established,—that the grant supposed and required that the *cestui que trust* should “occupy and maintain that true position of subordination and connection, which, according to the rules and discipline and authoritative action of the Church, properly belongs to the entire society.” It followed, that, as between the organizations claiming to be the local Church, that which possessed the qualification of unity was the true one; and that which was out of unity had forfeited its participation in the grant.

Whether the principle thus established, was, in the opinion of that learned Bench, a mere interpretation of the particular terms of that deed, or the enunciation of a doctrine applicable generally, and *primâ facie*, to all grants for the benefit of societies standing in the relation of members of a larger ecclesiastical body, may not be quite so clear. I submit, that, in any view, the deed in the case at bar, should, under the circumstances, receive the same construction. It would be a grant, then, for the Swanzey Monthly Meeting, *so long as it shall* be in just and due subordination and relation to, and connection with, the Church or Society of Quakers in New England. Of that Church and Society, the Yearly Meeting is the supreme power; and unity with the Yearly Meeting, therefore, is the appropriate expression of the healthy, normal, and legal state of the subordinate body.

Not only must the Monthly Meeting, which is primarily benefited, having the immediate management, be in unity with the Yearly Meeting, but the ultimate superintendence, control, and disposition of the trust rest with the Yearly Meeting; and in any case, if that sovereign body, I mean of course the true one, directs a disposition of the estate,—a conveyance, for example,—the trustee is bound to make it. Such a direction, I shall soon remind the Court, has been given in this case.

I find this ultimate power of the Yearly Meeting in the terms of the deed, interpreted by resort to the ecclesiastical polity of Quakers, as both parties to this controversy understand that polity.

I do not mean to assert, or discuss a power in that meeting, to divert the trust from, “the people called Quakers,” or even from those who belong, or come nearest to the locality of the Swanzey Meeting. I guard my proposition thus. The Yearly Meeting may compel any disposition of the estate it pleases, provided it be still administered for the benefit of the people at Swanzey, called Quakers, being in unity.

Advert thus to the terms of the deed.

It has been shown to the Court, by the citation of numerous provisions therein, that various dispositions are to be made of the estate, accordingly as the Monthly, or Quarterly, or Yearly Meeting shall direct. Thus. The grantees named in the deed agree expressly to make conveyances, as those meetings, or either of them, or the Committees of either of them, shall devise, advise, or require.

If the grantees die, or go out of unity, “it shall and may be the right of the Clerks of said Monthly, Quarterly, or Yearly Meeting for the time being or either of them to enter,” and take in trust. And having so entered, the Clerk shall hold or convey, “as the said Monthly, Quarterly, or Yearly Meeting may at any time hereafter direct and require.” That the framers of this deed assumed that actual and ecclesiastical unity would forever subsist between all these meetings, I have already argued, and it is certain.

But suppose an interruption of that unity. Suppose three

irreconcilable wills. Suppose two organizations claiming each to be the Monthly Meeting; one obeying and agreeing with the Yearly Meeting; the other in revolt against it. Who then may direct and require the conveyance? Whose Clerk then is to enter on the vacant trust? Whose will then provides for the contingency?

I answer, that in such a conflict the supreme legislative and executive body, the Yearly Meeting, takes, as a thing of course, the power given, in contingency, by the deed. This results, as matter of construction, from the mere fact that it is higher than the others. In a conflict of inferior and superior, in a system of subordination like this, the deed must be held to intend that the superior decides authoritatively.

But when it is recollected that the Yearly Meeting is not merely technically higher, on a scale of rank, than the other, but is the supreme legislative and executive body of the Church; that it has the power, conclusively, to determine between any two competing Monthly or Quarterly Meetings, which is in, and which is out of unity; that it may establish and may dissolve even Quarterly Meetings, and thus indirectly dissolve Monthly Meetings also; may change the whole discipline of the Church; may, by Committee, visit the subordinate meetings, and give advice in regard to their action, it becomes too clear for argument, independently of any mere interpretation of the mere terms of the deed, that, in the last resort, the power of controlling the administration of this trust, is absolutely its own.

Such, then, is the trust with which, as the general object of of the Bill, we seek to have this estate declared to be charged, and upon which we seek to have a conveyance of it decreed or sanctioned; that is to say, a trust for the use of the people called Quakers in New England, being in unity with the Yearly Meeting for New England, placed under the immediate management and direction of the Swanzey Monthly Meeting, being in unity with the Yearly Meeting aforesaid, but subject to the ultimate and general superintendence and control and administration of the said Yearly Meeting.

Assuming this to be an accurate designation of the trust, I proceed to the more particular ground on which we contro-

vert the case made by the answers, and sustain that made by the Bill.

The Complainants are overseers, duly chosen, of one of the two organizations claiming to be the Swanzey Monthly Meeting of the Danforth deed. The original grantees in the deed are dead, and their heirs at law are one class of the Respondents to the Bill. And the first ground on which we place our title to the relief sought, is this narrow one, — that by the express terms of the deed, the grantees covenant that they and their heirs shall make such further conveyance of this estate, as by the Yearly, Quarterly, or Monthly Meeting, or their, or either of their Committees shall be advised and required, and that the Yearly Meeting has, in terms, directed a conveyance to be made to these Complainants.

Let me first establish the facts.

1. It is certain then that a body authorized to act for the Yearly Meeting, did, before the filing of the Bill, direct the heirs at law of the original grantees to convey this estate to these Complainants in trust, and that this act was subsequently ratified and confirmed by the Yearly Meeting.

The original and supplemental Bill both aver this fact, and neither answer denies it.

The witnesses, Stephen A. Chase, Jervis Shove, Thomas S. Gifford, Samuel Boyd Tobey, prove it.

It is established by their evidence that on the 8th of April, 1845, before the filing of the Bill, the Meeting of Sufferings, at a special meeting thereof, held on that day at Providence, made a minute in the following terms:—

“By information now presented to us, it appears that suits at law have been commenced by those who have separated from our religious society in Swanzey Monthly Meeting, in order to gain possession of property within the limits of that meeting belonging to the society, and it appearing that the meeting-house lot at Fall River was granted originally to Jonathan Chace, Benjamin Slade, and Reuben Chace, (all deceased,) to hold in trust for the Monthly Meeting, and that they or their heirs were by said deed directed to convey the

same as they shall be required by the Yearly, Quarterly, or said Monthly Meeting, or either of their Committees, so that the same may be enjoyed by the members of the said Monthly Meeting in unity with the Yearly Meeting for New England. We do, therefore, on behalf of the Yearly Meeting, request and direct the heirs aforesaid to convey the said land to Oliver Earle, Simpson Buffington, Theophilus Shove, David Shove, Jonathan Freeborn, and Edmund Chace, the present Overseers of Swanzey Monthly Meeting, to be by them held, or their successors in office, for the use and benefit of said meeting in unity with New England Yearly Meeting, agreeably to the tenor of the deed." (See pp. 136 and 138, Complainants' Evidence.)

That the Meeting for Sufferings had authority, in behalf of the Yearly Meeting, to give this direction, is clear from the evidence of Chase, p. 96, and Boyce, pp. 74, 75, of Complainant's Proofs, and from the Discipline, p. 70. It is in evidence also, p. 136 of Complainant's Proofs, that the record of this result or order was laid before the Yearly Meeting then next holden in 1845, conformably to ancient usage in that behalf, and that the Yearly Meeting "did approve of and confirm" the doings of the *Meeting* for Sufferings in the premises.

In pursuance of this direction, a demand was made on the heirs at law, of a conveyance to the overseers named therein, who are the Complainants in this Bill. This is proved by Chase, p. 105; Thomas S. Gifford, p. 33; Jervis Shove, p. 42. The heirs refused; alleging, as appears, p. 20, that they recognized and were willing to execute the trust, but could not venture to assume to decide which of the two Societies, claiming to be the Swanzey Monthly Meeting, was the true one.

And, now, on these facts, are we not entitled to a conveyance by the express terms of the deed? Have not the ancestors of these heirs, in whom the legal title is vested, in so many words covenanted for a conveyance to such persons as the Yearly Meeting shall direct, and has not that Meeting directed a conveyance to us?

Certainly the heirs at law are bound by the language of the deed to convey to us. And what objection can the other

Respondents, claiming to be overseers of the competing Monthly Meeting, interpose? Do not their rights also depend on the deed? And if we have rightly interpreted it, as reposing in the Yearly Meeting the power to appoint new trustees, has not the appointment of these plaintiffs put the matter at rest?

It has seemed to me that this very narrow view of the cause is so decisive, if well pondered, that I am induced to pause for a moment to reconsider its foundation.

It may be said, that it cannot have been the intention of the deed to authorize the Yearly Meeting, *ex mero motu*, and *expleni tudine potestatis*, to take this estate from the Swanzey Monthly Meeting, being in unity, and give it in trust to other persons, for other beneficiaries arbitrarily designated, and, therefore, it may be said that something more than mere appointment of trustees and declaration of *cestui que trust* by the Yearly Meeting is needful to be shown. We must go, it may be said, somewhat deeper into the merits of this business, and determine, by other aid, which is the true Monthly Meeting, before we can allow the claim of either. That broader view I mean hereafter to attempt. But, in the mean time, I maintain that this deed does give to the Yearly Meeting the power to direct the conveyance to us which here we seek.

It need not be inquired whether the Yearly Meeting can divert the estate from the "use of the people called Quakers in New England." Let it be conceded that it cannot. I think it cannot. It is in the last resort to administer the trust forever for the benefit of that people. The granting clause of the deed, the *habendum*, all the covenants of the grantees, every thing, puts forward that large and general trust as the sole end of the conveyance. But nobody will pretend that the minute I have above recited, directing a conveyance to these plaintiffs, "to be by them held, or their successors in office, for the use and benefit of said meeting in unity with New England Yearly Meeting," is a diversion of the fund *from* the "people called Quakers in New England." That object of the trust surely it respects and executes.

Nor need it be inquired whether the deed intends to author-

ize the Yearly Meeting to take the estate from the true Swanzey Monthly Meeting, being in unity, and give it, suppose, to another Monthly Meeting, also in unity, but in a remote part of New England.

I have argued that a benefit to a particular vicinage, or locality, of Quakers in unity, seems to be primarily of the purposes of the conveyance, and I need not now contend that this may be arbitrarily and capriciously disappointed by the ultimate superintendent of the trust.

But this is the question. Subject to the general use of all Quakers in New England, and subject to the special use of the Swanzey Monthly Meeting, being in unity; does not this deed clothe the Yearly Meeting with authority, in the event of two Societies presenting themselves, each claiming to be the Swanzey Monthly Meeting, each composed of persons living in Swanzey, or the immediate vicinity of Swanzey, one of which only can be in unity, while the other must be in a condition of disobedience and insubordination; does not the deed, on that state of facts, authorize the true Yearly Meeting to direct a conveyance to the overseers of one of the claimants, in trust for the Society which elects them, and does it not make that direction conclusive?

I submit that it does, and that no other construction will satisfy all the language. Certainly the letter of the deed is express to give this authority.

It is perfectly consistent with those clauses which secure a benefit to the Quakers of New England in general, and those of Swanzey and its vicinage in particular.

It devolves no more absolute power on the Yearly Meeting than other provisions suppose and intend it to possess.

Everywhere it is provided in the deed, that persons and Societies out of unity shall be neither trustees nor *cestui que trust*; but more than this, it supposes and intends that the Yearly Meeting may declare *who is out of unity*, and that whosoever is so declared, shall neither be trustee, nor hold any right or interest whatever in the estate granted. Is not that as large a power as this of directing a conveyance of the estate granted? Practically would it not come to just the same

thing? If the Yearly Meeting, by the deed, may thus, by a simple declaration of out of unity, determine who shall not have the estate, is it strange that they should also be authorized by the deed to determine *who shall have it*? Is there any improbability, *a priori*, that all the parties, being Quakers, taught by the Discipline to recognize the Yearly Meeting as the Supreme Head of the Church, and inclined, by custom and sentiment, to repose in it an absolute trust; averse beyond all other men to litigation, and appreciating the necessity to provide a final arbiter within the bosom of their own order, that they should do, just what their language aptly expresses, intentionally make that tribunal such an arbiter?

2. But on a broader ground the complainants are entitled to the relief they seek. Irrespective of the direction given by the Yearly Meeting, and even if that Meeting is not authorized by the terms of the deed to direct a conveyance to the use of any but the true Swanzey Monthly Meeting, these complainants are still entitled to their relief, *because they are the overseers of the true Monthly Meeting*.

The parties before the Court are two Boards of Overseers, each asserting that the body which elected it, was, and is, the true Swanzey Monthly Meeting, and each claiming the estate given by the Danforth deed, upon the allegation that it represents the true Meeting. The real parties are the two organizations, if such they may be called, thus represented by their respective Boards of Overseers.

At the date of the deed there was one Swanzey Monthly Meeting, united within itself, in unity with its Quarterly Meeting, in unity with the Yearly Meeting for New England; in regard to whose legal ecclesiastical character and identity, there was no question.

This meeting continued to exist exactly as then it did, until August, 1844, at which time there occurred a *de facto* separation of its members into two bodies. Each of these claims to be the original and true Monthly Meeting, and declares the other to be Separatists by schism. Each has elected its Clerk and its Board of Overseers. One, composed of by far the

larger number, is the real Complainant; the other is the real Respondent. One only is the Swanzey Monthly Meeting, entitled by the deed. Which of the two is it?

I submit, then, that the association represented by its overseers, the Respondents to the Bill, are not entitled to the estate, *because they are not a Swanzey Monthly Meeting "in unity" with the Yearly Meeting of New England, and do not, therefore, possess the qualification made indispensable by the deed, as we have construed it.*

In the discussion of this proposition, I assume that the whole case, including so much of it as is presented by the Supplemental Bill, and answer and proof taken thereunder, is all properly before the Court, and that all of it may be resorted to for the grounds of decision and relief. I shall examine it as if every fact on which I rely were proved to have existed before the filing of the original Bill. Within the settled course of Chancery, I am quite sure we have the right so to present the cause. The authorities on the printed brief put that matter at rest.

The proposition is, then, 1st, *That the so called meeting, represented by the Respondents, is not, whatever else it is or lacks, a Monthly Meeting "in unity with the Yearly Meeting for New England."*

If that is not, the meeting represented by the Complainants, is; the proof of one proposition involves that of the other.

To determine, then, whether the Respondents' meeting, — so, for an abbreviated expression I may call it, — is or is not in unity with the Yearly Meeting, consider first the facts composing and evidencing its actual relations to the Yearly Meeting, and then their legal or ecclesiastical quality.

Begin with the facts.

The evidence then places it out of all doubt that from the 7th month, 1844, to the time of the closing of the proofs, there has been between the Respondents and the Yearly Meeting, in point of fact, a want of unity in a certain sense, and to a certain extent; that it had its origin in a disagreement of opinion in regard to the subjecting John Wilbur to discipline; has been aggravated and embittered by a distrust, groundless, but

perhaps sincere, of one party concerning the orthodoxy of the other; that it has existed from its origin to this hour; that it has manifested itself by a series of the most unequivocal acts of collision and disagreement, terminating at length in this consummation, to wit, that on the one hand the Respondents formally severed their relations to the Yearly Meeting, denied its existence, set up a competing body in its place, to which they have given the same name, and on which they have sought to bestow the same incommunicable powers, and that on the other hand, the Yearly Meeting formally declared the Respondents out of unity, and disowned them as members of the Society of Friends.

To this extent, there is on the evidence no room for dispute at all. I have not yet arrived at the inquiry who is right or who is wrong; who observes or who violates technicalities of proceedings; I speak for the present to the actual state of the case, the want of unity in fact.

And upon this I have said, — first, that it had its origin in a disagreement of opinion as to certain disciplinary proceedings, in the case of John Wilbur; which disagreement was embittered by a distrust, or the expression of distrust, by the party of these Respondents, in regard to the orthodoxy of those who conducted, or advised those disciplinary proceedings; to wit, the Yearly Meeting and all who adhered to it.

Is there a doubt that such was its origin? The universal evidence in the cause establishes it. The Respondents thought and professed that Joseph John Gurney, a minister of the society travelling in this country, and bringing with him certificates of *approval* from the London Yearly Meeting of Friends, was unsound in the faith. How erroneous was this opinion of him I shall hereafter have occasion to consider. But the Respondents, and those with them, entertained and manifested it in many modes. One of their number who discharged the most vehement part in these manifestations of distrust of Gurney was John Wilbur. That far greater number, whom these Complainants represent, thought that these manifestations, and the proceedings to which they led, so unusual and so extreme, were violative of the discipline of Friends; and they labored

to dissuade him from persisting in them. These labors proved unavailing; and for these alleged violations of discipline, and not to punish his faith, or vindicate our own; not on, or for, matter of religious opinion in any sense, but for breach of discipline he was prosecuted pursuant to discipline; and finally, and regularly disowned. Those who sympathized with Wilbur regarded all this as unwarranted; and they professed that they also believed that the prosecutors of Wilbur, held the same alleged heresies with Gurney, and that under pretext of enforcing discipline, they masked and enforced opinions which they were ashamed to own. And thus grew up a disagreement in fact about disciplinary proceedings, but aggravated and intensified by the *odium theologicum*, — without which, indeed, the whole course of the Respondents would be totally inexplicable.

Hereafter I shall submit, that all that time we held the same faith which we and which Friends, have always held; that we assumed the vindication of no unsound book, sentiment, or man; and that if we do not hold the true faith of our denomination, no man on earth holds that faith to-day. What we said and all that we said was, that the course pursued by John Wilbur and his helpers in relation to Gurney, was a palpable violation of discipline; and what we did, and all we did, was to try, and condemn it as such by the discipline.

So much for the undisputed origin of the want of unity which exists in fact.

It is equally out of dispute that from this embittered disagreement, — itself a want of unity in one sense, there broke out in the 7th or 8th month of 1844, a series of *manifested want of unity*, — a series of overt acts and conduct, beginning with less, and ascending to the greater, — till it has terminated in a schism, secession, and rending in twain, — so wide, so permanent, and so formally evidenced, that it is perfectly absurd to speak of the parties being in unity in the sense of the deed, or in any other sense known to the theology of Friends, or to the general language of men. Pursuing my plan of avoiding all discussion, at this moment, of the right or wrong of parties or acts, I narrate the successive stages of the actual disruption.

The first step taken that way, was taken by the Respondents. Theirs was the first open act or menace of the visible separation, whose history I am to trace. What was that act? It was to disregard and hold for nought the authoritative counsels of the Quarterly and Yearly Meetings; conveyed to them in due form; and in a crisis and under circumstances in which compliance with them was duty; and non-compliance was actual insubordination. That insubordination was the first act which evidenced, increased, and made permanent the existing want of unity.

Is this open to controversy? What are the facts? The Court will have seen in the proofs that in consequence of the disagreement concerning the disciplining of John Wilbur for the cause just stated, there had been for more than two years previous to 7th month, 1844, in this Swanzey Monthly Meeting, a manifested and open want of love and of concord, showing itself by a failure, for nearly or quite two years, to elect Overseers and Clerk. Well, this failure of election for so long a period, created an urgent and clear case for the interposition of the Yearly and Quarterly Meetings, by their accustomed organs of advice, their committees. It had become, in its attendant circumstances, a scandal to the society. It involved a breach of discipline, and a departure from usage. The Discipline requires an annual election of Overseers. Usage requires an annual election of Clerk. No such election had been effected. The old Clerk continued to hold his seat upon his theory that as long as one Friend can be found to lift his finger in opposition to change, the incumbent keeps his place, and the existing *status* is unalterable. For nearly or quite two years, then, there existed a case of want of what the Book of Discipline, page 42, calls "love, unity, and concord," — a protracted and open disagreement tending to scandal; tending to danger, and marked by peculiar sharpness and intensity because it did not spring from personal preferences of one candidate to another; but from settled convictions in regard to disciplining John Wilbur. According to their convictions on that subject exactly, the meeting finally disagreed. Those who thought those proceedings unwarrantable resisted the election

of Shove for Clerk; those who approved those proceedings declared for him.

On this case of actual want of unity, manifested by a departure from the accustomed, ancient, and proper course of a Monthly Meeting, was it not fit that the superintendent body of the society should interpose? What are the objects, and what the powers of the Yearly Meeting? Does not the Discipline — I read from the 42d page — inform us that it exists — among other ends — “for a great and weighty oversight and Christian care of the affairs of the churches pertaining to our holy profession and Christian communion; that good order, true love, unity, and concord may be faithfully followed and maintained among all of us as a peculiar people?” Observe, also, the series of subordination of meetings; and the powers and duties which flow from that subordination. “These meetings (Discipline, page 43) are to continue subordinate and accountable, thus: The Preparative to the Monthly, the Monthly to the Quarterly, and the Quarterly to the Yearly, Meeting; so that if at any time the Yearly Meeting be dissatisfied with the proceedings of any of the said Meetings; or the Quarterly Meeting with the proceedings of any of the Monthly Meetings, or the Monthly Meeting with the proceedings of any of the Preparative Meetings within its limits, such meetings ought with readiness and meekness to render a satisfactory account accordingly.”

On that case — under this authority, so clear and useful; in the exercise of that “great and weighty oversight and Christian care of the affairs of the Churches,” to the end that “good order, true love, unity, and concord,” might be revived and then faithfully followed; and because that they were so justly dissatisfied with the proceedings of this Monthly Meeting, and to cause this disagreement to cease by applying solid sense to appease or regulate it; — on such a case, and with such powers, and for such ends, the Yearly Meeting sent a Committee who attended this Monthly Meeting in the 7th month, and again in the 8th month, 1844. The Quarterly Meeting also appointed a Committee who attended in the same 8th month. They sent them to advise and assist in carrying

through its business against the dissension, and in reintroducing and establishing therè, the order, discipline, and unity of the Church.

And now I hold it up as the first act of the Respondents in this series of manifested "want of unity with the Yearly Meeting," that they refused to follow the advice of these Committees. They rejected their assistance; as far as they could they nullified it; and formally and unequivocally, by act and speech, they pronounced the conduct of those who followed that advice, and accepted that assistance, and proceeded according to it,—they pronounced such conduct schismatic and without effect. Is this to be in unity with the bodies which sent these Committees?

I do not just yet move the question of the power of the Yearly and Quarterly Meetings to send such Committees as these, to give such advice and render such assistance as these gave and rendered. I am still merely displaying the existence and progress of the *want of unity in fact*. And in that view it is enough that those Meetings—on that occasion—asserted the power to send such Committees to do what they did; that they formally acted on the assertion; that the Committees were there under that assertion of power, and for the declared purpose of doing those acts; and that they gave the most express and formal notice to the Monthly Meeting, that whoso complied with their advice would remain in unity; and whoso refused to comply, would thereby be deemed to be out of unity.

This is enough if it is proved. It is proved. Begin with the powers which were *assumed* to be given to these Committees. What powers did the Yearly Meeting *assume* to give its Committee?

What powers, for the last hundred years, has that Meeting uniformly assumed to give its Committees? Why, power and duty "to extend a general care, on our behalf, for the preservation of love and unity among our members; the maintenance of our Christian principles and testimonies; and the support of the discipline of the Church; and in the ability that may be afforded them, to assist and advise such Meetings

and members as circumstances may require, and way open for, under the direction of best wisdom." See the record evidence of the creation and powers of this very Committee which advised and assisted the Swanzey Monthly Meeting in the 7th and 8th months, 1844. It is on page 149 of Complainant's proofs, (run over the evidence from pages 139 to 160 of those proofs,) and find spread out, at length, the records of the action of similar Committees of the Yearly Meeting, for a century — placing it out of all question that just such powers have been uniformly devolved upon the Committee of that great superintending body of the Friends; and have been uninterruptedly exerted.

And now note how large and how specific are those powers. They are "to extend a general care on our behalf for the preservation of love and unity among our members, the maintenance of our Christian principles and testimonies, and the support of the discipline of the Church, and in the ability that may be afforded them to assist and advise such Meetings and members as circumstances may require, and way open for, under direction of best wisdom." Appreciate how pregnant is this brevity of expression. They are not to "advise," and leave it there. They are to "assist" also. And how much the power *to assist* adds to the power to advise, is well explained on pages 80 and 81 of the Complainants' proofs, and the explanation is by nobody objected to. Assist in what? In doing that which on the spot, under the circumstances, they think — obeying "the direction of best wisdom" — is required to preserve unity and support the discipline of the Church. In this particular case, they were "to assist" in the terminating of that long and repeated postponement of a new election, — persisted in, because the heads of some few Friends were lifted against a new election; itself an indulged and scandalous want of concord, and violation of the spirit of the discipline. How were they to assist? By interposing their solid sense and judgment on behalf of the Yearly Meeting whose organ they were; and by the authenticity and supremacy of that solid sense and judgment, so interposed, to compose the discord, and to restore the law. How they were to

assist; and whom they were to assist; and whom they were to discountenance; they, on the spot, under best wisdom, were to judge. Who was the true meeting, and who the seceder or disturber; in whom the solid sense of the assembly was found, and in whom it was wanting, they there and thus were to determine; and then by all the means which they judged appropriate, by all recognized ecclesiastical means; by announcing the consequences of refusal to comply; by declaring for which candidates the solid sense preponderated; are they to render the assistance for which they are deputed. They are acting for the Yearly Meeting, ascertaining upon the spot, and by inspection, *ipso aspecto*, which is the true Monthly Meeting, — united and subordinate; subject I need not say, always to the revisal of the Yearly Meeting itself.

Deputed with these powers, and to these ends it is perfectly certain next, that they notified distinctly to this same Monthly Meeting, who they were, and for what they had come, and what were their powers. They did so in the 7th month. This appears by the record of Thomas Wilbur, the Clerk of the party of the Respondents, on page 21 of their evidence, who, in his minute made in the 7th month, sets forth. “We have, at this time, the company of divers friends of the Yearly Meeting’s Committee, whose company is acceptable to us, ‘*with a copy of their appointments.*’” Who this Committee were, and by name, you find on page 66, of the Complainants’ proofs, and page 2d, of the Respondents’ proofs. Their appointment was duly minuted — Complainants’ proof, page 66 — and six of them were, in the 7th month, present at the Monthly Meeting, with a copy of that appointment.

In the 8th month the same Committee, under the same appointment, were again present. The Monthly Meeting then knew that it was the same Committee, under the same appointment. Boyce, page 72 of Complainants’ proofs, and Thomas Wilbur, page 13 of Respondents’ proofs, put this at rest. The testimony of every witness on both sides concurs that the entire proceedings of the meeting passed with full knowledge, and constant recognition that the Committee attended from and for the Yearly Meeting; under an appoint-

ment assuming to confer the amplest powers of advice and assistance; and that they were in the actual exercise of those powers. Observe with what perfectly intelligent and pointed contempt Amos C. Wilbur is found on page 45 of Respondents' proofs, denying the authority of the Yearly Meeting's Committee and saying, "that as he understood the discipline, Monthly Meetings were to choose their own officers, and that it did not confer the right on others, to do it for them," — and on page 73 of Complainants' proofs as saying that "he did not see by what authority the Yearly Meeting's Committee came into their meeting and undertook (as he said) to do *their* business."

So then the committee are present with powers broad, and precise too, as were ever conferred by a Yearly Meeting of Friends; and these powers, and the fact that they were actually exerting them, notified in the fullest manner.

More than this. At the Monthly Meeting of the 8th month, a Committee of the Quarterly Meeting attended with that of the Yearly Meeting. When was that committee appointed? It was appointed by the Quarterly Meeting, to which the doings of the 7th month Monthly Meeting had been reported. For what was it appointed? Expressly for the purpose of assisting in effecting a choice of a Clerk, according to the discipline, by carrying through the election of David Shove. He had been presented again and again for that office. To that office he was, according to the discipline, duly elected on the 7th month, but Thomas Wilbur, the old Clerk, the sympathizer with John Wilbur and with the Respondents, refused to make record of it, and thereupon this committee of the Quarterly Meeting was appointed to go, and in conjunction with that of the Yearly Meeting, for the declared purpose of removing the long scandal of dissension, by duly organizing the Monthly Meeting, and perfecting the election of its officers. Six of them attended accordingly.

It is said that if this Quarterly Meeting disapproved the proceedings of the Monthly Meeting of the 7th month, it ought not to have received the account of its doings. The answer is ready; that every thing sent up in that account to the Quar-

terly Meeting, was done, and in the account appeared to have been done, before it was disclosed that Thomas Wilbur had refused to minute the election of Shove as Clerk. Down to that act, and down to the time of the disclosure of that act, all appeared regular. When that appeared, the true remedy was the appointment of a committee to deal specifically with it; and that remedy exactly was resorted to.

Let me say, too, that of the presence, and the purpose, and the powers of this Committee of the Quarterly Meeting, the Monthly Meeting of the 8th month had full notice. John Meader — page 203 of the Complainants' proofs — in answer to the 29th interrogatory, testifies that a member of the committee of the Yearly Meeting stated in that Monthly Meeting, "that the minute of advice which was offered to that meeting in the preceding month, had, with a communication from the Yearly Meeting's Committee, been laid before the Rhode Island Quarterly Meeting, and had received the approval of that meeting, and that *the Quarterly Meeting in the discharge of its duty had appointed a committee to assist Swanzey Monthly Meeting in its due organization and in the maintenance of the good order and discipline of the Society, and that this committee was then present.*" The same fact of notice appears on pages 72 and 73 of our proofs; and the Respondents' witness, Buffinton — pages 66, 67, 73 — affirms it.

But these two Committees of the Yearly and Quarterly Meetings, went further than to notify their powers, and give their advice. They earnestly urged its acceptance, and announced in the most formal and unequivocal expression that whoso resisted and refused to comply, would be thenceforth *out of unity*; and out of subordination.

This has been doubted in argument, but the proof is overwhelming. I refer the Court to the testimony of eleven witnesses, nine on the part of the Complainants, two on the part of the Respondents, who affirm that the Committee notified them in so many terms, or in substance, that if they rejected the advice, they would be considered out of unity with the Yearly Meeting. The witnesses are these and these are the portions of their evidence.

Called by the Complainants.

Samuel Boyce, ans. 31, p. 75. John Meader, ans. 29, p. 204. Perez Peck, ans. 31, p. 187. Jarvis Shove, ans. 8, p. 41. Thomas S. Gifford, ans. 7, p. 31, 32. Jacob H. Vining, ans. 8, p. 59. Azariah Shove, ans. 8, p. 47. Abner Slade, ans. 8, p. 51. Gideon C. Smith, ans. 8, p. 180.

Called by the Respondents.

Amos C. Wilbur, ans. 5, p. 46, 2d paragraph. John T. Kenyon, ans. 5, p. 87, 88.

What was the advice given by these two committees, thus attending with these powers so notified, and what kind of assistance they rendered, the Court knows. To put away this scandal of disagreement from the meeting; to restore concord and to administer discipline, they advised the election of Shove as Clerk, and of Oliver Earle, Simpson Buffington, Theophilus Shove, David Shove, Jonathan Freeborn, and Edmund Chace, as Overseers; and to that consummation their assistance was contributed.

It is the first act of the Respondents in the outward manifestation of want of unity, that they rejected the advice and the assistance with scorn. They braved the scandal of actual collision with the Committees in whose presence the powers, the claims, the dignity of Yearly and Quarterly Meeting were represented. Those claims, that dignity, they treated with contempt. They talked in reference to the labors of the committee of the Yearly Meeting in the 7th month, and horse-jockeying. This coarseness of language, and this outbreak of contumely they indulged, in that very moment of worship; it is more than the consultation of an oracle to take the sense of a meeting of Friends; and to discern in one's own consciousness and to recognize in the kindred and answering spirit of another, the "best wisdom."

What was the next act of the Respondents? The Swanzey Monthly Meeting which the Complainants represent, accepted the advice and assistance of the Committees and made elections accordingly. For this they were at the moment denounced as schismatic and disorderly; they were threatened with prosecution for disturbance of a religious meeting, and the

Revised Statutes appealed to, to color the threat ; and their organization, in compliance with advice of the committees, the Respondents, from that day to this have refused to recognize, and have proclaimed to be spurious and invalid. This was their next act.

What followed ? A succession of conduct, equally, or still more a manifested expression of want of unity ; equally, or still more effectual to place themselves practically out of unity. Not only did they deny, to that Monthly Meeting, which preserved its organization by compliance with the advice of the Yearly Meeting, and which has maintained ever a perfect unity, of opinion, affection, and act, with that Yearly Meeting, — not only have they persisted in denying to it the name of Monthly Meeting, but they have organized, and do maintain another, directly usurping its name, and its rights.

In 11th month following, (1844,) they assisted in organizing a new Quarterly Meeting, other than the Quarterly Meeting then, theretofore, and ever since recognized by our Monthly, and our Yearly Meeting, — and directly usurping its name and rights ; and then placed their own Monthly Meeting in subordination to it. And finally, in 6th month, 1845, they actually assumed to establish a new Yearly Meeting of their own, — other than the old ; other than the true ; to which creature of their own hands, their Monthly and their Quarterly Meetings, also creatures of their own hands, have been declared subordinate ; to which they have become united ; and to which they have transferred the affections, the recognition, the “accountableness,” — all which in our Discipline and usage, the member owes to the head. Contemplate this last and crowning act. On the morning of the sixteenth day of the 6th month, 1845, the Yearly Meeting, which has existed since 1670 ; which George Fox visited personally in 1673, assembled, and adjourned to the afternoon, then to reassemble and complete their organization. It assembled again in the afternoon ; and adjourned again to meet the next morning. It met accordingly, and again in the afternoon, and completed its organization. And, meantime, these Respondents, and those who sympathize with them, — eighty to one hundred in number, men, women,

and minors,—had enacted the play of organizing another Yearly Meeting; had demanded *our* books of record for its use; had filed off first into the yard, and then into a Baptist meeting-house,—leaving the true and ancient Yearly Meeting, with its nine hundred or one thousand adherents in their accustomed place, at their proper work, in possession of their unimpaired identity, and undiminished rights.

Now, if theirs is the true Yearly Meeting, that is one thing. If alleged heresies have compelled them to form a new Yearly Meeting or have extinguished ours, that, too, would require separate and particular consideration. But if ours is the only Yearly Meeting, as is scarcely denied in argument, and as here I assume, is there any sense of the word *unity*, which can possibly be predicated of their relations to this Yearly Meeting? Why, nothing is clearer than this, that a Monthly Meeting, which acknowledges subordination to a Quarterly Meeting, which has been declared out of unity by the Yearly Meeting, does thereby place itself out of unity with the Yearly Meeting. I refer the Court for this to the following witnesses on the part of the Complainants,—uncontradicted, I believe, by anybody:—

S. Boyce, p. 71, ans. 24. S. A. Chase, p. 95, ans. 24. Thomas Antony, p. 170, ans. 24. Perez Peck, p. 185, ans. 24. John Meader, p. 202, ans. 24. Benj. W. Ladd, p. 233, ans. 24. Elijah Coffin, p. 259, ans. 24. Thos. Willis, p. 283, ans. 24. Enoch Lewis, p. 304, ans. 24. Hugh Balderston, p. 324, ans. 24. Aaron Stalker, p. 338, ans. 24.

See also Discipline of New England Yearly Meeting, pp. 42, 43.

Yet that is exactly the position of the Respondents' Monthly Meeting; they are in unity with a Quarterly Meeting, which our Yearly Meeting pronounced out of unity with itself.

But far beyond all this. How can it be pretended that he, who, on the territory, by the side, within the circle of the Yearly Meeting,—on the very spot whereon all agree, one only can stand,—sets up another,—how can it be pretended that he still remains in unity with the old and rightful first occupant! The act which he does,—in so far as operative against the existing and true Yearly Meeting, is, of course, revolutionary and void. But void though it be, it publicly, formally, and

forever severs the tie which united the revolter to the establishment. The treason, which leaves the State unharmed, totally and fatally changes the relations of the traitor who assailed it, to the State, which he assailed in vain. Let me read a passage or two from the case of *Hendrickson v. Decow*, Saxton's Chancery Reports, pp. 602 and 606.

“The connection and subordination are constitutional and indispensable, insomuch that if any Quarterly Meeting withdraws itself from its proper Yearly Meeting, without being in due and regular manner united to some other Yearly Meeting, it ceases to be a Quarterly Meeting of the Society of Friends. In like manner of the other meetings, down to the lowest. So that if a Preparative Meeting withdraws from its peculiar Monthly Meeting, and does not unite with another of the same head, or some other legal and constitutional head, or, in other words, some one meeting, it does, from the moment, and by the very act of withdrawal, cease to be a Preparative Meeting of the Society of Friends.”

“Every Preparative Meeting within those bounds which is through and by appropriate links connected with, and subordinate to, the Yearly Meeting of Philadelphia, is a ‘Preparative Meeting of the people called Quakers.’ And any Preparative Meeting, or assemblage of persons calling themselves a Preparative Meeting, not thus connected and subordinate, is not a Preparative Meeting of that people.”

Within this doctrine, the Respondents have placed themselves out of unity with the Yearly Meeting, whose existence they deny, and whose supremacy they cast away, and whose name and place they have fashioned an idol to usurp.

I have completed my relation of the acts of the Respondents practically manifesting want of unity between their Monthly Meeting and the true Yearly Meeting. Add now to this the fact that the Yearly Meeting has in due form declared them to be out of unity; and has declared their Quarterly Meeting to be out of unity; and that the true Quarterly Meeting, which is still in unity, has made the same declaration, and the actual relations of the parties are before you.

And now we arrive at the question, — partially anticipated

already, whether this Monthly Meeting, so long and in such sense out of unity, is not out of unity in the sense of the deed? Out of unity with the Yearly Meeting *in fact*, is it not out of unity with it in law? Is not the want of unity so far formally, and technically evidenced and declared, that the Court will take notice of it in adjudicating upon rights depending on the deed? Does not the Court judicially see that the Respondent's Monthly Meeting is not in unity with the true Yearly Meeting; that, therefore, it is not the party for whom the deed creates the trust; that the Complainants' Monthly Meeting is in unity, and, therefore, is the party for whom the deed creates the trust?

I submit that by many acts on both sides, the legal *status*, which consists in being out of unity, is sufficiently ascertained and announced.

1. In the first place, the act of the Respondents in attempting to erect another Yearly Meeting, upon the reiterated allegation that ours is not the true Yearly Meeting, is of itself a formal and unequivocal withdrawal from unity with the Yearly Meeting thus abjured, after which they cannot be heard to say in a court of law that they any longer continue in unity with it. I assume for the moment, then, that ours is the true Yearly Meeting; and of course the Yearly Meeting described by the deed; and if so I ask this question: Was it the intent of this grantor — recognizing, as thus she does, this as the true Yearly Meeting; declaring as she does again and again — such we have seen to be the just construction of the deed — that the Monthly Meeting which is to take the beneficial interest, must be one which is in due and fit subordination to that Yearly Meeting; which recognizes its supremacy according to the discipline; which follows its advice, accepts its assistance, and owns itself to be a member of the same great and identical system of polity, — was it the intent of such a grantor, that after a collection of persons assuming the name of Monthly Meeting, had thus waged the deadliest form of ecclesiastical hostility against this Yearly Meeting, by setting up a competing and incompatible supremacy, that they should still hold

the fund? A fund provided, and most carefully dedicated and secured for the strengthening the hands of one Yearly Meeting, — is it the design of the deed of dedication that it shall go to a rival and a usurper?

2. But this want of unity has been ascertained and declared by the other party, again and again, according to the established forms and principles of this ecclesiastical polity; and therefore the Court will adjudge on it as a fixed fact.

I suppose it quite clear that the grantor by such a deed as this, creating a trust for a Monthly Meeting standing in that subordinate relation to a superior body, required by the discipline, and called unity, intends to refer it to that superior power, — proceeding according to its own constitution, to determine whether the inferior body is, or is not, in unity. The law presumes that such was her intention; and it will carry it into effect. Who is and who is not in unity with the true Yearly Meeting, the true Yearly Meeting must decide. Acting upon a case within its jurisdiction, its judgment is conclusive. This is a universal principle. If the case is within the final jurisdiction of a tribunal high or humble, ecclesiastical or secular, that tribunal is the sole and absolute judge of the question of notice to the parties; of the facts and of the law; and in every other forum its determination will be assumed to be right. From the cases on the brief, I select and read a passage from *Gibson et al. v. Armstrong et al.* 7 Ben. Munro, 481, to which I have referred before.

“Any dispute between individuals and the society in regard to the fact of membership, or the rights pertaining to that relation, must present an ecclesiastical question, of which the decision by the tribunals of the Church would, in general, be regarded as final by the civil power.”

“The appointment by the proper authority, of a preacher for one of the portions of a divided society and its reception of the preacher thus appointed, constitute a mutual recognition, which being found to exist in favor of one portion and not of the other, must, unless in some most extraordinary case, go far to satisfy the mind of the judge, that the party thus recognizing

and recognized by the proper authority, stands legitimately and properly in the place of the entire original society, and is clothed with its rights. And if the authority thus recognizing and recognized by one of the parties, be the accustomed authority, having by the general laws and usages of the Church jurisdiction over the entire original society, this circumstance will furnish a strong and *primâ facie*, a satisfactory proof of right, throwing upon the other party the burden of showing clearly that the accustomed jurisdiction had ceased to be legitimate, and had been properly displaced by another, which being possessed of the true authority, and recognizing this last party and being recognized by it, had conferred upon it the evidences of right as the representative of the original society. It is not enough for a party contending against the accustomed authority, and the accustomed evidences of right, to found its claim upon a doubtful question, whether that organ of the association usually exercising the jurisdiction in question may not have lost it by some act of its own in violation of the laws of the Church. It is for the authorities of the Church, in the first instance, to judge of an infraction of its laws, and to determine whether the ecclesiastical jurisdiction belonging to any particular body or functionary of the association had been forfeited by such infraction. The civil Judge might greatly apprehend that he would be transcending his proper sphere, if he were to interpose, in the first instance, to determine such a question and to enforce his judgment upon it. He would at least lend a reluctant ear to a claim founded on the alleged invalidity, in view of the law of the Church, of an act done in the accustomed manner by the accustomed organ of authority, and sanctioned or acquiesced in by all other recognized organs of the Church. The party setting up a claim on the ground of such alleged illegality, should at least plant itself upon some opposing act or judgment of some recognized organ or body in the Church having authority to act or to judge in the premises. At any rate, if a minority of the local society can, on the ground of a strict right, and of its own determination to resist an alleged infraction of the laws and organization of the Church, claim the intervention of the civil power against the

majority, having in its favor the accustomed evidences of right, it must bring itself and its claim clearly and conclusively within the right as indicated by the terms of the deed, and by the rules and discipline to which it refers. And this it can scarcely do, when it acts not only in opposition to the accustomed local authority, but also in defiance of the highest tribunals of the Church."

The grantor in the deed before the Court, adopts this very principle. "Neither of us" — the trustees are made to say — "neither of us who shall be *declared by the Yearly, Quarterly, or Monthly Meeting to which we belong, to be out of unity or Church fellowship with them, shall be capable of exercising this trust.*" Declaration by the superior body, establishes the fact conclusively. Acting upon this principle, the very Yearly Meeting, which I assume for the present to be the true one, and with which of course the Respondents must be in unity or they have no part in this fund, has formally declared them out of unity. It has done this upon a case completely within its jurisdiction; upon notice which it deemed sufficient, and was sufficient; upon proof and trial of facts, — and it has in many ways formally and unequivocally acted upon the truth and reality of such a declaration.

Let me first recite what the Yearly Meeting has done in this behalf: —

1. I have said that on the 8th month, the Committee of the Yearly Meeting announced in the Swanzey Monthly Meeting, that they who did not follow the advice, would be deemed out of unity.

2. On the 8th day of the 4th month, 1845, the Yearly Meeting, by the Meeting for Sufferings, directed the heirs of the original grantees in trust to convey this very land to our Overseers.

3. And finally, on the 17th day of 6th month, 1845, the Yearly Meeting formally declares them out of unity — in these terms: "Thomas Wilbur, therefore, and others who continued

to act with him as Clerk, under the name of Swanzey Monthly Meeting, sending Representatives to the Quarterly Meeting in the 11th month, we are united in considering as separatists from our religious society and out of its unity, and not entitled to be considered a Monthly Meeting of our religious society.”

Now to appreciate the significance and validity of these acts in point of ecclesiastical law, observe what was the subject with which the Yearly Meeting had to deal, and how it came before them.

It is not the case of a Yearly Meeting suddenly laying hold of an undistracted and harmonious Monthly Meeting, and declaring it out of unity, or declaring it dissolved or disowned. No such thing. The exact case was, that on a certain day, two meetings, *de facto*, such were found to exist, each claiming to be the true one, and each claiming *at first*, to put and keep itself in subordination and unity with our Yearly Meeting. From that moment, thenceforward, until all is over, each was making perpetual claim; each knew that the other was litigating against it; each was at all times before the same superior body, down to 6th month, 1845, perpetually representing and pressing its pretensions. Thenceforward, therefore, it was a question of affirmative recognition, or of disallowance by the Yearly Meeting. Each was seeking for itself such recognition; each had full notice that the other was doing the same thing, and seeking the same thing; and each knew as the Court knows, that every act of the superior power, recognizing one, and refusing to recognize the other, is, for substance, a declaration, on full notice, and on full hearing, that one is, and the other is not, in unity. Bearing this in mind, observe now, in how many ways, and on how many occasions, the Respondents have been declared out of unity with that body, to whom they at first preferred their claim; and to whom they continued to do so, until, finding themselves disowned by it, they devised another of their own, whose ear they might not need to weary with so unavailing a prayer.

1. The Committees of the Yearly and Quarterly Meetings, in the Monthly Meeting of the 8th month, 1844, gave most

formal notice that those who did not comply, would be deemed out of unity. We prove this by a host of witnesses. The Respondents did not comply; their Monthly Meeting did not comply. If the Yearly Meeting did not reject and disallow this action of its Committee; if, on the other hand, they adopted and approved it, this adoption and approval formally declares the Respondents out of unity on notice. But assuredly the Yearly Meeting did adopt and approve of the doings of the Committee, and of this declaration among the rest, that non-compliance would place out of unity.

2. Proceed to an act even more unequivocal. I have already stated, that on the 8th of the 4th month, 1845, the Yearly Meeting, acting by its Committee, the Meeting for Sufferings, addressed to the heirs at law of the original grantees a direction, in these terms:—

“By information now presented to us, it appears that suits at law have been commenced by those who have separated from our religious society in Swanzey Monthly Meeting, in order to gain possession of property, within the limits of that meeting belonging to the Society; and, it appearing that the meeting-house lot, at Fall River, was granted originally to Jonathan Chace, Benjamin Slade, and Reuben Chase, (all deceased,) to hold in trust for the Monthly Meeting, and that they or their heirs were by said deed directed to convey the same as they shall be required by the Yearly, Quarterly, or said Monthly Meeting, or either of their Committees, so that the same may be enjoyed by the members of the said Monthly Meeting in unity with the Yearly Meeting for New England. We do, therefore, on behalf of the Yearly Meeting, request and direct the heirs aforesaid to convey the said land to Oliver Earle, Simpson Buffington, Theophilus Shove, David Shove, Jonathan Freeborn, and Edmund Chace, the present Overseers of Swanzey Monthly Meeting, to be by them held, or their successors in office, for the use and benefit of said meeting in unity with New England Yearly Meeting, agreeably to the tenor of the deed.”

See pp. 136 and 138, Complainants' Evidence.

This act I have shown it was competent for the Meeting for Sufferings to do, and the Yearly Meeting distinctly ratified it afterwards.

So, then, there is a direction to convey this very land to the overseers of our Monthly Meeting. On what does such a direction proceed? Why, only on this; that our Monthly Meeting is deemed in unity, and the other not. Only the one in unity is known to the deed, or as trustee, or as *cestui que trust*, can take any thing under it. To direct a conveyance to us, then, involves the most unequivocal declaration that we are in unity, and acts on it.

Before I proceed to the final act of the Yearly Meeting, I must remind the Court of that very important one of the Quarterly Meeting of which David Buffum was Clerk, in 11th month, 1844. The facts are undisputed, they are proved by Thomas Wilbur himself; and they are, that at that Quarterly Meeting, two sets of persons, claiming to be Representatives of Swanzey Monthly Meeting, presented themselves and solicited recognition; and that the Quarterly Meeting, which down to that moment is admitted by everybody to have been, and to be, the true Quarterly Meeting, recognized and admitted the Monthly Meeting of the Complainants, — the meeting which owned Shove for its Clerk, and disowned the other. This decision was of course upon the fullest notice; both parties were directly before it; the direct question came regularly up, and was determined. This act, certainly until reversed by the Yearly Meeting, instantly, completely, and formally put the Respondents, — Wilbur and his associates, out of unity. How did they meet this? By an act of their own just as unequivocal, just as conclusive against themselves, — by a poor attempt to organize a new Quarterly Meeting — spurious, schismatic, and revolutionary as they — itself, in its very creation, a casting off and denial of subordination and unity, by which they could be recognized.

3. There is a final act of the Yearly Meeting speaking more plainly still. It is a declaration in so many words that

“ Thomas Wilbur, therefore, and others who continued to act with him as Clerk, under the name of Swanzey Monthly Meeting, sending Representatives to the Quarterly Meeting in the 11th month, we are united in considering as separatists from our religious society, and out of its unity, and not entitled to be considered a Monthly Meeting of our religious society.”

Who shall say that this does not ascertain and declare conclusively, the fact that the Respondents are out of unity ; and, therefore, that they cannot partake, under this deed, in this fund ?

1. I have not heard it doubted that the true Yearly Meeting has the power to declare a Monthly Meeting — so calling itself — out of unity ; and that this conclusively determines the fact. Surely, at least, in a case of two claiming each to be the true and only Monthly Meeting, it may declare which is so. But this I have argued ; and it is not disputed.

2. It has been suggested that this declaration was only collaterally made. Is this so ? The language is direct and clear, I am sure. “ We are united in considering them as separatists from our religious society, and out of its unity, and not entitled to be considered a Monthly Meeting of our religious society.” This is tolerably plain speech. Well, the question of whether they were in unity or not, was directly before the Yearly Meeting at the time.

What was the subject of deliberation with the Yearly Meeting ? This precisely : which, of two sets of persons, each claiming to be Representatives of a true Quarterly Meeting, ought to be admitted as such by the Yearly Meeting ? Well, on what did that depend ? On the question, which was the true Quarterly Meeting. And on what did that depend ? Partly, at least, on the question, which was the true Monthly Meeting. One Quarterly Meeting had recognized our Monthly Meeting ; the other Quarterly Meeting had recognized the Respondents' Monthly Meeting. These recognitions having been deliberately made with full knowledge of the facts, were proper to be weighed, as part of the evidence, by which to

determine which was, and which was not, the true Quarterly Meeting. This made it necessary to inquire which Monthly Meeting was legitimate and which spurious; and the result of that inquiry was, that "Thomas Wilbur, therefore, and others, who continued to act with him as Clerk under the name of Swanzey Monthly Meeting, sending Representatives to the Quarterly Meeting in the 11th month (that of the Respondents), we are united in considering as separatists from our religious society, and out of its unity, and not entitled to be considered a Monthly Meeting of our religious society." The subject, therefore, was directly before the Yearly Meeting; brought before it by the Respondents themselves; and was passed on in the ordinary course of business.

It is plain, then, that if the Respondents' Monthly Meeting can be deemed to have had notice that the subject of its legitimacy was under consideration of the Yearly Meeting, there is an end of the matter. But this is too clear for controversy.

1. I have said that the claim to be recognized as the true Monthly Meeting, must be deemed to be always pending before the Yearly Meeting, — from the moment when two competitors for that distinction emerged to view, until it was decided. Every act of recognition, or disallowance, therefore, is done on notice.

2. I say next, that the tribunal which had jurisdiction of the case, and of the parties, is the exclusive judge of the sufficiency of notice. The decisions on the brief are full to this principle.

3. I say further, that on the facts before them they had far better means of judging whether the actual notice was sufficient, than we can possess; and yet that we can also discern decisive reasons on which they should have held the actual notice to be sufficient. It was a controversy which had existed for two years. Lines of division were sharply drawn; and men were perfectly known. They knew perfectly well that the same persons who created and composed the Respondents' Monthly

Meeting, were engaged in creating, and to a great extent composed that very Quarterly Meeting which was then soliciting to be recognized; created it exactly because the other Quarterly Meeting refused to own that Monthly Meeting, and owned ours. The Respondents' Monthly Meeting, therefore, was before the Yearly Meeting in and by the Respondents' Quarterly Meeting; a body created to admit and receive them; identical, to some extent, in the very persons composing it; identical precisely in opinion, aim, and sympathy; perfectly possessed of all the facts on which its legitimacy or spuriousness depended; and deeply concerned to display and press its claims. That Monthly Meeting knew perfectly that two Quarterly Meetings would compete for admission to the Yearly Meeting; and they also knew that their Quarterly Meeting had not one word to say for itself, but this, that it recognized the true Monthly. They knew, therefore, perfectly, the very day and hour when their own claims would be under investigation; and they knew that some of their very best members would then and there, in their character as Representatives of the Quarterly Meeting, be present to represent them. The Yearly Meeting knew this too. And knowing all this, could it not better judge than we can, whether, the substance of notice having been given, its technical forms needed to be complied with? And yet do we not see, even by our less perfect lights, that more formal notice would have been an idle ceremony?

There are two other grounds, one broader and one narrower, on which the notice in this cause, to the Respondent Monthly Meeting, that the legal existence of that meeting was to be passed on by the Yearly Meeting, will be thought sufficient.

1. I suppose that it is quite well known to every Friend, — certainly to every collection of them assuming to be called a meeting, — that at every Yearly Meeting all proceedings of discipline for the twelve months before it is holden, may in some form or another be brought under revisal. That body is the ultimate and supreme power of this Church. All things may go up for review; the number of its meetings; who and what

they are; who are to be accredited representatives in a case of competition; who is in and who out of unity; the general state of the society, is the ordinary and well understood matter of its deliberations. Every Friend knows that it cannot even organize without adjudging among rival subordinate meetings when there are such rivals. The great mass of Friends; all who have leisure to attend; a representation at least of every Quarterly Meeting, and of every important discussion in every meeting, are there. Its doings are anticipated with interest; and they are known with certainty by all. When, therefore, Stephen A. Chase gave express notice, as he affirms he did, at this very Yearly Meeting, to those who sympathized with Wilbur and the Respondents, that this subject was being acted on, he and all well knew that further notice would carry information to no human being who felt the least degree of interest in the matter.

2. There is a narrower ground than this, on which this point may be disposed of. This Swanzey Monthly Meeting is bound to know, and does know, that the Quarterly Meeting whose Committee attended to advise and assist them in the 8th month, 1844, might and would bring the whole proceedings of that month, formally before the next Yearly Meeting; and that at such Yearly Meeting they would be reviewed and judged. It is an established principle in this polity, that if a Monthly Meeting refuse to take the advice and submit to the judgment of a Quarterly Meeting, it may appeal against the judgment of the Quarterly Meeting to the Yearly Meeting; and if it will not take advice, and will not appeal, the Quarterly Meeting may bring the affair before the next or succeeding Yearly Meeting.

See the Discipline, p. 118.

Such was this exact case. This Monthly Meeting of the Respondents refused to take the advice and submit to the judgment of the Quarterly Meeting. They refused to appeal. They considered the subject of appeal and did not prosecute it. (See page 46 of Respondents' proofs.) They knew then,

according to the principle of the Discipline just stated, that the Quarterly Meeting "might bring the affair before the next or succeeding Yearly Meeting." In point of fact it is in evidence, (page 168 of Complainants' proofs,) that after having accepted the report of their Committee setting forth the proceedings of the 8th month, in the Monthly Meeting, the Quarterly Meeting in the 5th month, 1845, directed their Clerk to furnish the Yearly Meeting with an account of those proceedings. He did so. (See page 19 of Pleadings.) The subject, then, was regularly there; and the Respondents were bound to know, and perfectly did know, that there it was, and there it would be open for reëxamination.

I submit, then, that after all, there is but one question, and that is, Is ours the true Yearly Meeting? If it is, this branch of the controversy is ended. With this Yearly Meeting the Respondents personally, officially, and as a Monthly Meeting, are out of unity; that is, they are out of that just relation and due subordination to it, which the discipline and polity of Friends expect and prescribe; and which this deed requires as the condition of title. Was, then, that Yearly Meeting which thus on the 17th of 6th month, 1845, declared them out of unity, the true Yearly Meeting wherein are embodied the legislative, judicial, and executive supremacy of Society?

The Respondents, by their acts and their answer, deny this. Their better instructed counsel scarcely do so; or they do so on a single ground. In argument they have not denied it at all on any ground. Their brief of points, page 11, says only that the Complainants have not proved the legitimacy of this meeting! I should rather think that until some proofs of its having ceased to be legitimate were afforded, we could not be called on to set it up.

This Yearly Meeting was duly established in 1670, in a time, or soon after a time when to be a Friend was to be, in the view of an intolerant public, beyond the protection of the law. Down to the middle of June, 1845, by concession of everybody, it had continued to exist, without the interregnum or anarchy of an hour, in peace, in war, in persecution, — in all fortunes, — and it is conceded by everybody, that up to the

end of the forenoon sitting of June 16th, its first day of business, its genuineness remained undoubted; its powers perfect; its supremacy absolute, according to the polity.

That it continued to exist until it had declared these persons out of unity, and they had themselves done all they might to sever their tie to it, is certainly a presumption of law, which shall serve *for our proof* until they show the contrary. And on the argument no such attempt has been made.

In their proceedings somewhere, the Respondents complain that the Yearly Meeting — having to decide between two sets of representatives of the Rhode Island Quarterly Meeting, committed the subject for inquiry and report to a committee of the representatives — excluded the contesting applicants; and that, instead of choosing the Clerk at the opening of the afternoon meeting, as is the usage, and the general language of the Discipline, they really deferred it until the next day, and until they could ascertain *who* were to act in the choice of Clerk. The counsel do not repeat any thing so trivial. They appreciate that both acts were *reasonable* and *regular*. They, at least, appreciate how absurd it would be, in the language of the Chancellor in Saxton, p. 624, to pretend to see any thing in them, “subversive in the slightest degree of usage or discipline; and least of all of such vital influence as to break asunder the bonds of union, disfranchise the meeting, — deprive it of constitutional existence, disrobe it of its ability any longer to execute its ancient and appropriate functions, and to release from their allegiance all who previously owed fealty and submission to it.”

The truth exactly is, that the precise circumstances in which they were placed were not anticipated nor provided for by the Discipline. That code, anticipating only the more frequent case that no controversy exists as to who are to act in choice of officers, directs them to choose at a certain time. But here it became a question who were to act in the choice. This in its nature required first to be determined, and they decided to determine that first. They made no change in the discipline. They applied it sensibly to an omitted case. Who is frantic enough to suggest that this act *ipso facto* annihilated the

Yearly Meeting of two centuries? Certainly not the counsel of the Respondents.

There is, however, one ground on which the Respondents insinuate that this Yearly Meeting ceased to be the Yearly Meeting of New England, or, at least, they would say that they acquired the right to set up another in its stead, — in regard to which the Complainants feel great sensibility, although they indulge no apprehension. And that is, that the meeting in certain fundamental particulars had deserted the faith of Friends. Compared with the question which this insinuation raises, all others in the case sink out of my client's view. I shall treat it according to their sense of its importance, rather than according to my own of its difficulty.

A charge of a fundamental change of creed ought to be made, if it is made at all, with clearness and precision and certainty. My first difficulty here is to discover what the Respondents really intend to say. The allegations in the answer are not very distinct. But the propositions upon the brief of the learned counsel, and still more the propositions they advance in argument, are too vague to be even understood. All that I can make of them is, 1st, that they really abandon the more intrepid, and more intelligible, but totally groundless matter of the answer; and 2d, that they would say that the Yearly Meeting has identified its doctrines with those of Joseph John Gurney, whatever that may mean, or whatever it may amount to.

I suppose that it is necessary for the Respondents, whatever they allege, to prove that this Yearly Meeting in its collective capacity, has deserted the old and orthodox creed of Friends, and adopted a new one; and that it has, therefore, ceased to be the Yearly Meeting of our polity and discipline and deed of trust, and made it necessary or proper to establish another which is.

And now that such a proposition will receive the sanction of your Honor's judgment upon evidence so vague, equivocal, and worthless, in the face of such a declaration as was put forth by this body in 1845 of the things which they most assuredly believed; a declaration which is universally admitted to be

absolutely orthodox, and open to no criticism, but that it is shamelessly and affrontively hypocritical, if it is not sincere, — I have no apprehension. To discuss the matter at length, and with feeling, might intimate an anxiety concerning it which I do not acknowledge. It might also engage me in meditations “to which humanity is unequal.” *His non est nunc locus.* Let the Complainants speak for themselves. In 1845, after the Respondents had separated themselves, this Yearly Meeting deemed itself called upon to set forth their faith. Of that declaration, hear a portion of the emphatic and comprehensive language: —

“Under our present circumstances, we are called upon again to set forth our faith; and we do therefore unequivocally declare, that the following testimonies, composed mostly of extracts from early writers in the Society, whose writings have ever been approved and sanctioned, are, and ever have been, our faith and belief upon the subjects referred to therein; and we do earnestly and affectionately entreat all our members to hold fast the profession thereof, without wavering.”

Now what follows, are a series of extracts from the Fathers of Friends, and from that creed, digested and promulgated in 1829 and 1830 by a representation in a sort of federal Quaker Convention in Philadelphia, to record their faith before the world, after the great Hicksite schism. These are, word for word, from the Fathers of Friends, or from the creed of all the Yearly Meetings of Friends throughout the United States.

If this declaration is sincere, its orthodoxy is above reproach. And where is the evidence that it is not the belief of these venerable men? Where is the evidence that it is not the belief of every man and woman in unity? There is not a particle. Our inquiry I know is concerning the collective opinions of the body; and even if here and there an individual or many could be found whose sentiments, or whose modes of expression had become to some extent modified, nothing can be so absurd as to say that this destroys the Yearly Meeting, or authorizes another person to set up another meeting. But where, I call again, is the evidence that one man or woman in unity does not assuredly believe this creed in its exact formu-

lary? I deny its existence. I think I do not overstate the matter when I say that every witness whom we have produced and examined to this point,—they cannot fall far short of thirty,—has expressly affirmed that he holds the creed agreed on and promulgated by the Friends in Philadelphia, called “The Testimony of Friends on the Continent of America,” and fully unites with the declaration of the Yearly Meeting for New England of 1845 upon various Christian doctrines. Surely, surely the leaders of this body; those who must be taken to represent its opinions, and control its actions, and express and utter its solid sense, approve themselves, under the solemnity of a direct appeal to their conscience in a court of law, to be, in the article of Faith, of the purest age of their order. What more can we do in the tribunals of the civil magistrate, to manifest our soundness?

I have little need, then, to advert to the suggestion put forth on the printed brief of the counsel of the Respondents, that these divisions are attributable to the preaching and writings of Joseph John Gurney. There is a sense in which this is true; just as there is a sense in which the wars of Gustavus Adolphus are attributable to the ministry of the author of Christianity. The suggestion—if it be left as the brief leaves it—illustrates nothing and proves nothing. To make any thing of this it must be carried further. And do they mean to say that his opinions are unsound? What have we; what have the merits of this controversy; what has this Yearly Meeting, or any member of it in unity, to do with the soundness or unsoundness of his opinions?

And yet let me turn aside from the necessities of the argument, and without the instruction of my clients but for the vindication of literature, genius, and philanthropy, and even in this behalf seek to do justice, if not to the living yet to the dead. I think it quite clear that in some of the voluminous writings—twenty separate publications, besides occasional pamphlets, some of them large treatises—of that brilliant, unwearied, and admirable person—around whose grave, made by hands of Friends in the burying-ground of the Friends’ meeting-house, in whose communion he died as he had lived; the whole

population of the city of Norwich gathered in mourning—it is quite true, I think, that they have culled out an expression—three or four expressions, which, detached from their context, without regard to the *quo animo*—the subject-matter, the precise proposition he was contending for or against—are not, in language at least, quite in accordance with the received *formulæ* of Friends on these transcendent mysteries. But there is no proof in this cause that on any one tenet, his deliberate opinions,—when more guardedly announced, with his mind directed to the exact and precise statement of the opinion as an article of faith,—were in the least degree unsound, according to the standard of soundness accepted by Friends. We have his sentiments declared by himself under solemnity of affirmation, in answer to an inquiry by Stephen A. Chase. What does he say? “Joseph John Gurney of Earham in the county of the city of Norwich, a minister of the Gospel in the Society of Friends, on his solemn affirmation, saith that the declaration contained in the foregoing part of this sheet, and printed in eight columns, is a true and honest declaration of his Christian faith, on the several articles therein stated; and that to the best of his knowledge and belief, he has held the same sentiments for more than thirty years.” (Complainants’ Proofs, pp. 116, 117.) That this affirmation is true, the Court,—all men who knew him—will believe. That the creed thus copiously drawn out and avowed, is sound as a creed of Quakerism, I challenge the learned counsel; I challenge those who reviled or feared and pursued him through life, and have not yet relented—to disprove. He seems totally unconscious of departure from the faith of the Society. He quotes and adopts in every article the language of the authoritative standards. He declares that his own belief cannot be better stated than in their hallowed and plain expression. I cannot presume to have ascertained by critical collation, whether the language he thus quotes as embodying his tenets, loses the sense in which the venerable writers employed it by being taken away from the context. But if it does not—and it is inconceivable that it should; and his manliness and integrity afford assurance that it does not—if

that language meant in the use of its author, what it appears to mean, then his creed is the creed of Quakers. If Fox and Penn and Barclay were sound; if the faith of Friends yet lives on earth, he was sound; and lived and died its implicit believer.

How has it happened, then, that they think they fix any colorable imputation on his orthodoxy? How came it to be drawn in question? Two considerations help to explain it.

1. The social position of Gurney, and the field and character of his labors, exposed him to be observed with some solicitude and distrust. He was bred at Oxford. He had a large fortune. His brother was a member of Parliament. His sister, Mrs. Elizabeth Fry, earned a fame as a philanthropist not less pure, scarcely less wide or permanent than that of Howard. He was himself a philanthropist, and, in the best sense, a reformer — in politics — in education, in regard to slavery — of great zeal and activity in England and on the continent, and in both hemispheres. In this way he was brought in contact more, perhaps, with the general English and American mind — with the great common stream of thought, sentiment, and language, than other eminent Friends. Associated with Churchmen in the British and Foreign Bible Society — with Wilberforce and Denman on the slave-trade; the correspondent of Henry Clay; the friend of Guizot — his field of labor was large; his intercourse various; and his manner, his address, his vocabulary were exposed to be tinged by some peculiarities of color; and himself to be narrowly and jealously *watched*. And yet out of a life of fifty-eight years — active and public thirty-five of it — out of voluminous publications, and a daily speech, these jealous and timorous observers can find only a half dozen expressions, and hold them up — a handful of unrejoicing berries culled out of a whole prairie harvest of orthodoxy — as evidence of unsoundness!

I have no doubt at all also, that there is another satisfactory explanation of any exceptional expression in his writings.

Like all who hold systematic creeds, the Quakers, and Gurney as one of them, held tenets which are each intrinsically

true, but which stand in a certain artificial adjustment to each other, — of sequence, or importance, or province. Soundness of faith is the holding of each and all in the true adjustment. Preëminent of these is the relative position and work of the Spirit and the Scriptures.

Now it happens to every man — and to the soundest as well — that he has sometimes occasion, instead of concerning himself with the adjustment and reconciliation of such tenets, to be urging the intrinsic importance of a particular one ; and nothing is more common in animated writing than this *alio intuitu*, — to seem to overstate *the particular tenet* itself, if it were to be considered as the repeating a creed. Thus Gurney held the *primary guide* to be the Spirit. But he held that Scripture is given by that Spirit ; and is able to make wise ; and perhaps thought Scripture is the true test, whereby to know whether interior lights are false or not. So do the Respondents. (See Respondents' Answer.)* Well, holding these opinions of Scripture to be genuine Quakerism, like all good Quakers, he advocated reading and circulating and teaching of the Scriptures ; and he was a member of the British and Foreign Bible Society, which has given them to the world without comment — to every race — its own, in its own speech. Now in pressing this grand duty of circulating Scripture — in which all agree, does literary justice, or practice, or the rule of any creed or society, require that he should stop at the close of every period, to say, “all this is subordinate to our doctrine of the Spirit” — may he not take the matter of systematic adjustment and subordination, of this tenet to others, *for granted*, and press the particular tenet in hand on its own individual merits ? Is he to put his whole body of divinity into every thing he says or writes ? And yet, if you take a sentence in a composition so constructed, out of its context ; and above all, out of the object and end of the particular composition, and hold it up by itself — animated, warm, and intense — it is perfectly easy to show that it is overstated in relation to the other antagonism of the same faith. So it has

* See page 55.

happened to Gurney. Writing to persuade men to send the Scriptures to China, he may have said they could make wise unto salvation. Writing to show that the grounds of justification are the Saviour's death, he did not pause or turn aside to remind the reader that that shedding of blood is vain to him whom the Spirit does not wash and cleanse. But in what school is this held to evidence heresy?

I well remember the complaint Burke makes of a similar injustice to him. He lived under a government of Kings, Lords, and Commons, and held the constitutional faith of Englishmen, that each in its place and order was indispensable. Yet in his long life, when, sometimes one of these was attacked, sometimes the other — sometimes as he had occasion to press the importance of one, sometimes of the other — as either seemed not adequately appreciated; and thereupon dull men, or jealous men, or timorous men, called out, you are inconsistent. — You were a republican in 1774. You have grown a worshipper of the Lords, and of the Crown, in 1793. His answer, in the appeal to the Old Whigs, is so admirable, and so apposite, that I read a passage from it.

“He who thinks that the British Constitution ought to consist of the three members, of three very different natures, of which it does actually consist, and thinks it his duty to preserve each of these members in its proper place, and within its proper proportion of power, must (as each shall happen to be attacked) vindicate the three several parts on the several principles peculiarly belonging to them. He cannot assert the democratic part on the principles on which monarchy is supported; nor can he support monarchy on the principles of democracy; nor can he maintain aristocracy on the grounds of the one, or of the other, or of both. All these he must support on grounds that are totally different, though, practically, they may be, and, happily, with us they are, brought into one harmonious body. A man could not be consistent in defending such various, and, at first view, discordant parts of a mixed Constitution, without that sort of inconsistency with which Mr. Burke stands charged.

“As any one of the great members of this constitution happens to be endangered, he that is a friend to all of them chooses

and presses the topics necessary for the support of the part attacked, with all the strength, the earnestness, the vehemence, with all the power of stating, of argument, and of coloring which he happens to possess and which the case demands. He is not to embarrass the minds of his hearers or to incumber or overlay his speech, by bringing into view at once (as if he were reading an academic lecture) all that may and ought, when a great occasion presents itself, to be said in favor of the other members. At that time they are out of the Court; there is no question concerning them. Whilst he opposes his defence on the part where the attack is made, he presumes that for his regard to the just right of all the rest, he has credit in every candid mind. He ought not to apprehend that his raising fences about popular privileges this day, will infer that he ought, on the next, to concur with those who would pull down the throne; because, on the next, he defends the throne, it ought not to be supposed that he has abandoned the right of the people."

He is not to apprehend that because he is pressing the Scriptures upon the heathen, that he is intending to put out that greater light of the Spirit for Friends. I continue the quotation.

"A man who, among various objects of his equal regard, is secure of some, and full of anxiety for the fate of others, is apt to go to much greater lengths in his preference of the objects of his immediate solicitude than Mr. Burke has ever done. A man so circumstanced often seems to undervalue, to vilify, almost to reprobate and disown those that are out of danger. This is the voice of nature and truth, and not of inconsistency and false pretence. The danger of any thing very dear to us, removes for the moment every other affection from the mind. When Priam had his cold thoughts employed on the body of his Hector, he repels with indignation, and drives from him with a thousand reproaches his surviving sons, who with officious piety crowded about him to offer their assistance. A good eritie (there is no better than Mr. Fox) would say that this is a master-stroke, and marks a deep understanding of nature in the father of poetry."

But, after all, the question is not on the soundness of

every sentence, or every actual sentiment of Joseph John Gurney.

... The true question is this; was Joseph John Gurney's recognized position among English Friends such — and did he come so formally accredited to us — and did he so conduct himself while here, that we might receive and treat him as we did — and yet ourselves remain sincerely true, and steadfast in the creed of Friends, according to our solemn declaration in 1845. That is the question.

Well, now, it is certain that, up to the time when he came here, he was — in the judgment of English Friends, as expressed by his own Yearly Meeting, to whom he was best known, and who were best able to pronounce on the whole aggregate effect, tendency, and quality of his writings, speech, and life — he was perfectly sound. These exceptionable sentences had been written. But English Friends had seen him come home from the *amenities and seducements* of Oxford, to sit down to the silent and solitary study of their tenets, and rise up a fixed believer; they saw his outgoings and incomings down to the mature age of forty-nine or fifty — and they were more just, more manly, more politic, than to snatch a few such passages, as evidence of heresy, even to that extent — still less as sufficient to outweigh the general effect, and tenor, and usefulness, and daily beauty, of a whole life; and they gave him a recommendation of soundness, in the form of a Liberating Certificate, and he came among us.

Now, that this warranted — that it required, us to receive him as a minister; to hear him if we pleased; to protect him from irregular traducings — but to accuse him in due form, if he proved unsound — is clear. And is not that just what the Yearly Meeting did? What treatment have they extended to him evincing sympathy with heresies? They treated him as a Christian minister of their order — entitled to kindness, respect, and protection from irregular and objectionable attack. And is it not perfectly clear that by discipline and usage this was due from them — if not to him, to the Yearly Meeting of London? Is any thing clearer than, that full faith and credit were due to the liberating certificate of that body? That which comity of

nations — which international law, sanctions between the armed governments of the earth — hostile races, Saxon, German, or Slavonian — is it not due from the brethren of this household — severed by the sea — but bound together from London to Van Dieman's Land by the mystic tie? Does anybody contradict this?

They insisted that while here he should be protected from irregular attacks, and tried by his life among us. If he uttered a word of unsoundness, their "law was open, and there were deputies." The Discipline points the mode of prosecution, and to that they determined that his assailants should conform. They stood resolute that the discipline of two centuries should not be violated to reach even an imputed heresy — left behind, forgiven, and blotted out, by the manliness of English Quakers in consideration of the affluence of practical orthodoxy which attended it!

For this alone, they became suspected of sharing the opinion which was thought objectionable. Because they insisted that bearing such a certificate he should be received as an orthodox minister down to the time of his arrival; that he should be judged by his works after he came hither; and if any man had ought here to allege against him, he should do it according to our ecclesiastical law, and not by slander and reviling and irregularity of persecution, — they have ceased to be the Yearly Meeting of New England!

There would be more decency in this, if it could be proved that while in this country, Gurney — within the knowledge of any one of these Complainants, or of those who sympathize with them, and hold unity with the Yearly Meeting, ever uttered a heterodox sentiment. But of such proof there is not a particle. One of the Respondents' witnesses, Thomas B. Gould, testifies that he heard him preach unsoundly.

What was the heresy he does not remember, or he does not tell. Does the witness pretend that any of us heard the sermon? Certainly not. Does he pretend that he preferred any accusation against him, according to the discipline, for so preaching? No.

They say we have circulated Gurney's books. But mark the exact state of the proof.

1. In the first place it is not pretended that we ever did any thing in regard to the circulation of his books, but expressed our general approval of the acts of Trustees under the will of Obadiah Brown. That person, a Friend, created a trust in the year 1822 for distributing publications, — not intended, however, to be exclusively confined to works of Friends. Under that trust many thousands of volumes, first and last, have been circulated; and after it had thus been made, for more than twenty years, to pour the currents of morality, religion, and literature over the Quaker mind, it so happened that, in 1844, a list of the books, which for the eight previous years had been circulated, was laid before our Meeting for Sufferings. That meeting made a minute encouraging the Trustees in their general labors; and at the next Yearly Meeting this act, with the other doings of the Meeting for Sufferings, came before it; they expressed approbation, and they stand by it to-day.

It turns out now that the Respondents have found in this list some two hundred copies of a work entitled "Observations;" and Hobson (page 339 of Respondents' evidence), says this book was written by Gurney. They say, too, that in this work, originally published in England, there are unsound opinions. Suppose it so for the argument; but in what edition of it? There have been several. Are the imputed heresies in all of them? Are they in the edition in the list which came under the eye of the Meeting for Sufferings, and from them to the Yearly Meeting of New England of 1844. No, — indeed. There is not in that edition the slightest trace of unsoundness, — not even the "Philadelphia Appeal," invoked by the Respondents, and which has reviewed these proceedings to show the world that it totally misapprehends the matter, not even that appeal gives any correct representation of what it objects to in that edition of the Observations. The appeal quotes from the book twenty-six lines to attempt to show its unsoundness, and by a note at the bottom of the page, states that "the passage between brackets" (two lines of this to them objectionable matter) is omitted in an edition printed in New York in 1840. See Philadelphia Appeal, pp. 47, 48.

Whereas of those twenty-six lines, more than fourteen are omitted in the New York edition of 1840, the one purchased by the Trustees, and what remains on the subject of prayer, is sound if Robert Barclay is sound. — [See Appendix A.]

Besides, the book came to us accredited and sanctioned by the highest weight of authority. It has been published under the auspices of the London Yearly Meeting; and under those of the New York Yearly Meeting; and Thomas Kite, who is proved by the Respondents' witnesses in Philadelphia, to have been esteemed a sound minister in the Society, himself published an edition of it! What, then, does this charge of approving the circulation of the "Observations" amount to? Why, that, aware of the general manner in which for so many years the Trustees had discharged the trust; casting our eye over the list, and discerning that in its general character, it was unobjectionable and excellent, we saw in it two hundred of this work, — and that, knowing that in that edition, at least, there was nothing for jealousy even to object to; recognizing it as a book put into circulation by two Yearly Meetings, and by an individual Quaker publisher of the highest character, we did not subject the catalogue to a very microscopic inspection, but recorded our encouragement of the labors of the Trustees in a few and general terms! Is this to go for proof of heresy in us, or of sympathy with a heretic?

What more? The counsel read portions of the testimony of Wilbur, Gould, Perry, and Hill, to show, in the most vague, general, and delusive language, that the Yearly Meeting adhered to Gurney, favored him, and above all, adopted a plan of "putting down all men who raised an honest testimony against him." Read by the counsel, this proof *sounded like something*. Sifted, it is worthless. All this adhering to, and favoring of Gurney, was exactly and merely recognizing his certificate, and *judging him by his works here*. And this purpose of "putting down honest testimony," is nothing in the world but Wilbur's interpretation of their act, and their motives in proceeding against him for violating the discipline in his mode of *assailing* Joseph John Gurney. Does he pre-

tend that for any attempt to proceed against Gurney *according to discipline*, he was threatened, or prosecuted? No. Does he pretend that for criticizing any word spoken here, or written here, we complained? No. Does he deny that we sincerely thought his mode of assailing Gurney violated discipline,—and for that prosecuted? No. Is there a scrap of evidence that our pretended concern for discipline was a mask to cover the introduction of Gurney's alleged unsound opinions, and that we were indifferent to the truth or falsehood of his opinions? None whatever.

Wilbur and his friends anonymously and irregularly traduced Gurney. This the Discipline forbids; and we subjected him to discipline, according to the Discipline, for violating it. Does this warrant a charge of our "suppressing honest testimonies" given according to our law against him? You restrain, and you punish a mob for lynching an individual. Do you thereby discourage the giving of evidence against him, in support of an indictment in a court of law? Does Wilbur pretend that the least degree of embarrassment was put in the way of his disciplining Gurney to his heart's content? Nothing like it.

They say that our Yearly Meeting gave him a returning certificate. Had he not earned it? What evil had he done? How did they know that he had been unsound here? If they believed its contents to be true they were bound to give it. Hear it:—

"Our beloved friend, Joseph John Gurney, having acceptably attended this Yearly Meeting in 1838; and subsequently visited nearly all the meetings constituting it, and held many among those not of our religious society, and also visited the families of some meetings; and being again acceptably with us at this time, and apprehending that his labors of love in this country are nearly closed, we feel engaged to inform you that, during his sojourn among us, his public ministry has been acceptable and edifying, his private labors instructive and encouraging, and his life and conversation consistent with his Christian profession, manifesting an ardent engagement for the promotion of the cause of truth, and the welfare of his fellow men."

Did not every Yearly Meeting in the United States, but one, give him a good returning certificate?

And now I am ready to dismiss the defence of the soundness of the faith of our Yearly Meeting. Your Honors have heard their own solemn declaration of faith; and that declaration is admitted to be of orthodoxy, absolute and unquestionable. If they were sincere in making it, the matter is at rest for ever. That they were sincere is a presumption, not less of law and of reason than of charity; all our observation of life; all our knowledge of the sect, and of the men, prepare us to believe it; great numbers of those who have taken a leading part in these proceedings have, under the solemnity of affirmation, declared their adoption of that declaration; not one unsound sentiment or expression has been proved on one man or woman now in unity; their treatment of Gurney, itself the only matter of colorable insinuation against them, is not only reconcilable with the soundness of their faith, but was demanded of them by the spirit of their religion, and of all religion, and by the express commandment of their law.

I shall not deny that some Friends may have conceived a suspicion, or distrust that we had adopted what they characterize as his objectionable opinions. And yet, when I call to mind the actual evidence; that Joseph John Gurney came among us in 1837, and left us as long ago as 1840, bearing with him these returning certificates; that it is not pretended we have done a solitary act since, except putting forth a declaration of faith admitted to be orthodox; that it was not till the supplemental answer was put in, in November, 1845, after this bill was filed and months after they had set up their new Yearly Meeting, that a definite charge of heresy against the Yearly Meeting as a body, was ventured; that until June, 1845, every one of the Respondents recognized this as the true Yearly Meeting, though they disobeyed it; that those who disobeyed it did never pretend it to be unsound; that their own new Yearly Meeting, — formed in 6th month, 1845, — opened a correspondence and solicited relations with that very London Yearly Meeting, which had sent Gurney here to scatter the manna of his pernicious eloquence, — in view of these

things, I think I have gone very far in admitting that they do, any one of them, sincerely distrust us. In the language of another,—“I admit their sincerity, but I am amazed at their existence.”

Ours, then, is the only Yearly Meeting of New England. To this all Friends consent. Every Yearly Meeting but those of Philadelphia and Ohio recognize us. And the women’s meeting of Ohio, more wise than their brethren, still give us the right hand of fellowship, and keep up their Christian correspondence with us. No one recognizes that of the Respondents. Philadelphia and Ohio, even, do not recognize them. They do not deny that we are the Yearly Meeting, but they misjudge us on hearsays, of our administration, and they censure or criticize us. And on the points whereon they censure, time; and the concurrent opinion of every other Yearly Meeting—notified so formally; will, I doubt not, lead them to reconsider and approve, or at least, excuse. Meantime we greet them well.

I submit, then, that on the case actually and completely before the Court, we show that these Respondents,—as *de facto* overseers of a *de facto* meeting,—ought not to hold, enjoy, and administer this trust; because they are openly and by formal expression and declaration—their own—ours—*out of unity* with the Yearly Meeting; or in other words, out of that just relation and subordination to it, which the Discipline expects and prescribes, and the trusts of the deed require.

The same evidence establishes that the Complainants are overseers of the only Monthly Meeting, that which is in unity, and therefore entitled to the trust.

At what precise and artificial point of time, or stage of the proceedings, this state of being out of unity, so as to draw after it the consequence of losing, and gaining title by the deed, may be deemed to have first completely existed; need not be inquired. The successive steps, and the consummated and legally manifested result, are before the Court. There was first a want of unity in fact, even before, certainly in, the 7th and 8th months, 1844, which might or might not terminate in formal and adjudged want of unity; and which has so ter-

minated. In 7th month it was so. The Yearly Meeting by their Committee, advised, and that advice was rejected. In the 8th month it was so; and more so. The Yearly Meeting by their Committee again advised. The Quarterly Meeting united in it. Some—and those the greater number—complied, and became, or rather remained, a Monthly Meeting wholly in unity. Others—the Respondents—refused to comply, denied that they were any longer a Monthly Meeting, and set up another in opposition to, and practically at least, already out of unity with the two superior meetings. In the 11th month, the matter advanced further. The new Monthly Meeting, acting with a few other persons, set up a new meeting, which they called a Quarterly Meeting; thus practically denying the existence of the old one, with whom we kept united; which new meeting was out of unity with the Yearly Meeting, and with us. In 4th month, 1845, the Yearly Meeting, by the Meeting for Sufferings—thus far admitted by everybody to be the only one—discerning this want of unity, and appreciating whereto it must grow, assumed direction of this trust fund, and directed its conveyance to us. In the 6th month, 1845, those who formed their new Quarterly Meeting, acting with a few from some of the other quarters, set up a Yearly Meeting of their own, in opposition to the true one; and in the same 6th month, 1845, the true and only Yearly Meeting formally and finally pronounced and promulgated that the Respondents were out of unity; and thus legally and technically manifested the existence of that exact state of things, which makes the equity of our bill, and entitles us to the fund according to the terms of the deed.

These are the steps; and this the result, open at a single view. On this entire case the Court will decide. And yet I propose to go a step further, and to submit that, irrespective of this declaration of the Yearly Meeting—itsself perfectly conclusive—and anterior to that, *the want of unity* contemplated by the deed, and decisive of the title, would be found by this Court to be proved by the evidence in the cause. I submit that in, from, and after the 7th month, 1844, the conduct of the Respondents was totally irregular, and violative of discipline;

and that of the Complainants was regular and legal ; and that as a result of that irregularity, and that violation of discipline, from and after the 7th month, or certainly ever after the 8th month, the Complainants became and continued the true Overseers of the true Monthly Meeting ; and the Respondents ceased to be such ; and that, therefore, irrespective of, and prior to, any subsequent action of anybody, our rights under the deed became fixed ; and we became entitled upon the discipline to demand of the Quarterly and Yearly Meetings all which they afterwards actually did on our behalf.

Turning, then, to the proceedings of the 8th month, we find that in the 8th month, that Monthly Meeting which owned David Shove for its Clerk, elected the Complainants' Overseers. If that was the true Monthly Meeting, they became and are the Overseers entitled to this trust. I have shown that it was such, by one line of argument ; that is, by the proof that it is the only Monthly Meeting in unity. But on a narrower ground, and by a line of argument — to some extent other, though consistent — I am to maintain that it was the true Monthly Meeting.

Well, then, it was so because the Clerk which it acknowledged was the true Clerk ; and because the former Clerk, Wilbur, had ceased to be the true Clerk. His meeting, therefore, was a nullity ; and his Overseers, like himself, were nobody.

How do we show, then, that David Shove became the true Clerk ? We place it on the general ground that, upon the evidence, he must be deemed to have become, in the 8th month Meeting, duly elected ; and that the refusal of the old Clerk the month before to minute that fact is a void act. And we say he was duly elected, —

1st. Because the Committees of the Yearly and Quarterly Meetings, then present to advise and assist in putting an end to the disagreement by accomplishing an election, advised the election of Shove ; and that that advice was complied with by a portion — hereafter I shall show it to have been a majority — of those present ; and that the Committees then and there declared that whoever so complied would be deemed in unity, and whoever supported Wilbur in holding, as Clerk, a separate

meeting, would be deemed out of unity. I say that an election made in compliance with such advice, so enforced, did duly and effectually make Shove the Clerk.

2d. He is to be deemed duly elected, because, from the first — by all the modes in which they could act, and as fast as they could act — the Quarterly and Yearly Meetings recognized him as the true Clerk, and recognized nobody else.

3d. He is so, because the majority — the solid sense, of the meeting was with him, and against Wilbur.

And the minute of Wilbur to the contrary is a void act, because, — First, it is shown by evidence competent and overwhelming, not to be true. Second; it is shown that he was under the influence of a theory, and a temper, which unfitted him to record the true sense of the meeting. And, third; that he was actually disqualified to act in the 8th month by what had happened in the 7th month; to wit, by his refusal to minute the choice of Shove.

Of these, briefly, each in order: —

1. I submit, first, that the fact that Shove was elected in compliance with the advice of the Committees of the Yearly and Quarterly Meetings then present, and declaring that they who took this advice and adhered to this meeting should be deemed in unity, and they who aided Wilbur to set up a separate meeting should be deemed out of unity, — this fact made him, from the first, the true Clerk, and his Meeting the true Meeting; and the other Clerk, and his Meeting, schismatical from the first, — certainly so, until the superior bodies should reverse the proceeding; and as they have ratified it, it remains so as from the beginning.

I have shown already under the former branch of argument, that the authority which the Yearly Meeting *assumed*, and *meant* to give to its Committee, was broad enough, and specific enough, to empower, and to require that if, under the circumstances of the case, they thought — guided by best wisdom — a particular election necessary to terminate a long, scandalous, and dangerous disagreement, and restore unity and concord, they should advise such election, and should assist in

effecting it by a declaration that it should be deemed a test of unity. It is needless to read again the terms of the authority *assumed* to be given; but I may ask the Court to take with them the further fact, that ever after the 7th month the Yearly and Quarterly Meetings' Committees determined to advise the election of Shove, as the mode fittest to overcome the disagreement; that those committees advised it, and declared that whoever complied would remain in unity, and whoever supported Thomas Wilbur in holding a separate meeting would be considered out of unity.

But now the question may be, had the superior meetings power to send such committees to render such assistance?

There is some apparent discrepancy of opinions on the evidence—though more apparent than real; and when we turn from that, and ascend to the Discipline and usage, all is perfectly clear.

1. In the first place, twelve witnesses for the Complainants, declare for substance their opinion that the Yearly Meeting had this power.

It was quite incautiously said in argument that this kind of testimony is chiefly from Chace and Boyce, whose connection with the controversy exposes them, it is said, to bias. I do not imagine that the suggestion would much weaken your Honors' confidence in such men. But Coffin, the Clerk of the Indiana Yearly Meeting—the largest Yearly Meeting in the world; Willis, of the Yearly Meeting of New York; Stalker, the Clerk of that of North Carolina; Balderston, the former Clerk of that of Maryland; and Ladd of that of Ohio,—every one of them out of the influence of this excitement, substantially concur—with some differences of expression—in the same opinion.

2. In the next place, of the Respondents' witnesses, all—or all but one, agree that there is a right of the Yearly Meeting to advise, and a duty of the Monthly Meeting to obey; and they differ from ours, only in regard to the form and mode in which disobedience is to be proceeded upon. Two of these are, or have been Clerks.

Let me here observe, that in answer to the cross-interrogatories, every Philadelphia witness agrees with the testimony of Samuel Bettle, given in the Camden trial. This appears in the Defendants' proofs, in answer to the 73d question, on page 179. We ask them for substance, Do you not agree with the testimony substantially of Samuel Bettle? They all reply, Yes. Now to Bettle, his questions, and his answers, were such as these: —

“ *Question.* Has a Quarterly, or other superior meeting, authoritative power over an inferior meeting, when no case has been referred to it ?

“ *Answer.* Yes. I consider it has an authoritative and supervisory power.

“ *Q.* Is the power to lay down a meeting, a matter of express discipline, or matter of usage ?

“ *A.* I consider it a matter of express discipline, arising out of the subordination which the Discipline points out.

“ *Q.* When a matter of difficulty is referred for the advice and assistance of the superior meeting, can the superior meeting do more than afford its advice ?

“ *A.* If its advice is followed, it is all that is requisite ; but if it is not followed, they may enforce it.

“ *Q.* The meeting is bound to take the advice ?

“ *A.* Yes, the meeting is bound to take the advice.”

Now, if the power is conceded, and the duty conceded, the *mode of enforcing* it must rest with the superior meeting. By a Committee on the spot, they may declare — that one will be considered out of unity and the other in unity, or they may direct the Committee to report to them ; and then, on the report, act and declare. All this is mere detail and mode. If no settled usage, and no text of discipline, to the contrary is shown, they may exert the admitted authority either way.

3. In the next place, practically, the advice of such Committees has been universally followed. Such is the testimony of every witness in the case who speaks to it. We produce a series of the records of the visits of such Committees, beginning in 1759 and terminating in 1847. (See Complainants

evidence, pages 139 to 152; then 153 to 160,) which present the same gratifying result. I submit that this remarkable fact proves not only how admirably the minds of Friends are trained to subordination; but that this specific power of the Yearly Meeting to advise and assist in this mode, and to this extent, has been found judicious and important.

4. Turning, finally, to the discipline, and the ecclesiastical polity of this church, it seems to me equally clear.

1. I think it is the result of the discipline, and of the universal evidence, that the *right to direct* what shall be done in given exigencies is, in the last resort, in the Yearly Meeting. The difference of witnesses, is a difference merely as to the when, where, and how the superior power shall interpose. But that the Yearly Meeting — continuing such, and sound in faith — is supreme in matter of discipline, is the result of every thing in the evidence. Some such there must be; and this church — by consent of laity and ministers, as evidenced by the usage of centuries — has placed it there. There is no sovereignty behind, and greater. There is no constitution, but the text of the Discipline, overriding it.

See if the Book of Discipline does not bear this out. On page 42 it is said, the Yearly Meetings are charged with “a great and weighty oversight and Christian care of the affairs of the churches pertaining to our holy profession and Christian communion; that good order, pure love, unity, and concord may be faithfully followed and maintained among all of us, as a peculiar people called and chosen out of the world and the errors and corruptions thereof.”

But will your Honors look at the 43d page? “These meetings are to continue subordinate and accountable thus: the Preparative to the Monthly, the Monthly to the Quarterly, and the Quarterly to the Yearly Meetings; so that if at any time the Yearly Meeting be dissatisfied with the proceedings of any of the said meetings, or the Quarterly Meeting with the proceedings of the Monthly Meetings, or the Monthly Meeting with the proceedings of any of the Preparative Meetings, with-

in its limits, such meetings ought with readiness and meekness to render a satisfactory account accordingly." The satisfaction of the Yearly Meeting is the law of that church. That which shall *de facto* satisfy the Yearly Meeting is to be done, and the duty of the subordinate meeting is to afford satisfaction in fact. *An account* in this vocabulary, means to make a statement of facts; to render a satisfactory *account*, therefore, means to cause *the facts* to become and be satisfactory. Nothing is left, in other words, but that, from the highest to the lowest, if the Yearly Meeting is dissatisfied with the proceedings of any other meeting, the duty of that meeting is to do what *shall be* satisfactory to the Yearly Meeting. I suppose it is not possible better to express it.

So far all agree. The doubt among witnesses seems to be as to how or when the supreme will shall interpose. Well, now, in some classes of cases, the Discipline prescribes, and it must be followed. A meeting is to be laid down, for example, or a member is to be disowned, in certain cases. But many cases are special, and elude all such precise prescription, and then the supreme power judges for itself. Emphatically must it have been so here. Here was a protracted refusal to agree in making the annual election, some members supporting the Yearly Meeting, and some opposing it. It was no case for laying down a meeting. There was a very good meeting. But it was distracted by an indecorous and prolonged quarrel, producing a standstill and a scandal. Now, that it was the business of the Yearly Meeting to put an end to this somehow, is clear. The Discipline, page 42, shows that it is charged with this duty. It shows it to be charged with "a great and weighty" oversight and care, that unity and concord may obtain. Dissatisfactory proceedings, demanding the substitution of satisfactory, existed. In all this there was no case for laying down any thing or anybody. It was a case for enforcing discipline, obedience, and the establishment of rightful authority — leaving everybody in his place, if he would comply. Be it that they might have laid down the meeting. Still they *might do less*, and *might do this*. The mode not being pointed out, they judge of mode. And where is the harm in

the actual mode proceeded in? Was it not better than to dissolve and annex? Could not the same cry be raised, and with as much reason, if they had dissolved and annexed? Might it not, if they had singled out individuals, and tried and disowned them? What they did was the least they could do. Why should they have proceeded at once to the extreme medicine of their constitution? The mildest only was tried. They put an end to the immediate scandal; and they left every dissatisfied Friend to his sober second thought. Truth to say, the cavil about modes is here mere cavil. Let a passage from Barclay be remembered and applied. — [See Appendix B.]

On the power, then, of the Yearly Meeting to clothe its Committee with this authority, I suppose there is no question. It was competent perfectly thus to accomplish the election of Shove. It was competent to propose and enforce this test of unity. In all this there is nothing that is not analogous perfectly to that other peculiarity of our policy, according to which not numbers, but weight; not noise, not nonsense, but solid sense, are to direct. What is it but to say that if the solid sense of a disturbed local meeting is appealed to in vain, and is found unequal to its functions, the solid sense of the higher authority may be appealed to? They may call this arbitrary polity. But they must admit it to be Quaker polity, and useful polity.

2. The next fact I rely on to show that David Shove became Clerk, and his meeting the true one, is that every Quarterly and Yearly Meeting holden afterwards, and as fast as they could, recognized them and disowned the other. On this there is no controversy. What is the effect? By relation, from the start, our Clerk, and our meeting, are ascertained to be true. Which is true, and which is not, depends on their relations to the whole ecclesiastical system of which they are part. What those relations were to be, or were, could indeed be discerned then; but they became more defined and certain with every month; and now they are unmistakable. But at last we only now certainly know what did then truly exist.

3. In the next place, there was a Quaker majority, that is, the solid religious sense of the meeting for compliance with the advice to elect Shove. I think it quite clear, first, that under the circumstances the old Clerk is not to be deemed as conclusively reporting the fact of majority. Even if he were not disqualified and out of unity by the refusal of the 7th month, so as to be ineligible — which we submit on the proofs — the court sees enough to warrant the judgment that his minutes are not here to be deemed conclusive — nor his count, or estimate, of much weight. Now let me remind your Honors, that this business of taking the sense of the meeting, is in the nature of a religious service. The Clerk is supposed to be under the influence of the Spirit by which he can recognize that kindred spirit by which the others are influenced, and the very moment we can show that he was unfitted to judge of this kindred spirit he was necessarily unfitted to act as Clerk.

In the first place he acted under a total misapprehension of his duty. Primarily he is to collect the sense of the meeting, according to all the testimony, and not himself decide. Thomas Wilbur the Clerk has the idea that he is to decide. In the next place his eye was jaundiced and his judgment perverted with regard to the very men who took part in the disciplinary proceedings respecting the elder Wilbur. Under the influence of such distrust as that he could not recognize the influence of that spirit, which the Clerk is supposed to distinguish. He saw in each of them, a sympathizer in the doctrines of Gurney. How could he count such men, in making up the weight or solid sense of the meeting? There they stood before him in his judgment heretics. The moment we bring him under such an influence as that, we show him entirely incompetent to discern and pronounce upon the solid sense of that meeting.

We know now, that that large numerical majority, in every man of whom, he thought he recognized an unbeliever in disguise, were as true believers as himself. The facts are not as he supposed them to be.

In the next place he was under a theory, and he avows it, which is discountenanced by every other particle of testimony in this case; and that is, that nothing was to be considered a

conclusion of the meeting so long as one raised his head against it. He said, that was his custom. But that is not Quaker discipline. On the contrary it is to depend upon the solid sense of the meeting; and if there is not a perfect accordance in judgment, those who are the least solid are expected to yield. As long as a single person who distrusted the proceedings against the elder Wilbur, should hold up his head, he could not decide against such person on his own theory.

I find Mr. Wilbur, therefore, in a frame of mind unsuitable to that office, — which required him on his own theory to have obeyed the injunction of Holy Writ: “Put off thy shoes from off thy feet, for the place whereon thou standest is holy ground.” — [See Appendix C., T. Wilbur’s evidence.]

I miss all this in Thomas Wilbur. More than this I find him in a temper unsuitable to that solemnity. A Clerk, professing by the aid of the Spirit, to read it in others, talking of horse-jockeying in reference to the labors of the Yearly Meeting’s Committee, and proposing to trust to luck for the appointment of an Overseer! (See Plaintiff’s evidence, pp. 67, 69.) That eye surely was darkened; and how great was that darkness!

And finally, he was disqualified to collect, or minute the sense of the meeting, by his refusal to minute the election of Shove in the 7th month, according to the advice of the Yearly Meeting’s Committee. The effect of this is, that although he may not yet be technically out of unity, he is disqualified for holding office. That one technically in unity may be so disqualified, the Respondents’ witnesses admit. See particularly Thomas Wilbur, pp. 14, 15, answers 55, 56, and 59; Wm. F. Wood, p. 83, ans. 46; John T. Kenyon, p. 91, ans. 47; N. Buffington, pp. 101, 102, ans. 46, 47, and 54; John Wilbur, p. 163, ans. 35, 36, 37, 38, and 40; C. Perry, p. 234, ans. 38.

That such was his case, is submitted. What he had done in the 7th month meeting was this. He refused to minute that Shove was elected, according to the advice of the Yearly Meeting’s Committee, when the solid sense of the meeting was clearly declared for Shove, and every member of that

Committee, then and there declared that his minute, continuing the subject of the appointment of Clerk, did not express the solid sense of the meeting — notwithstanding which, he refused to alter it.

The effect of this upon his relations to the Society and his qualifications for office is thus and well stated on pages 27, 28, of the pleadings. “ We are also united in judgment, that at said Monthly Meeting, in the 7th month, Thomas Wilbur was bound by the discipline and good order of our Society to record the clearly expressed sense of the Monthly Meeting appointing David Shove as its Clerk, in accordance with the advice of the Yearly Meeting’s Committee ; and by refusing to do so, so far departed from the discipline and usages of our Society, as well as from the subordination of inferior to superior Meetings, and individuals to the body, as to disqualify him from any longer holding the office of Clerk of Swanzey Monthly Meeting; and said office thereupon became vacant.” — *Report of Committee of Representatives to Yearly Meeting, 1845.*

It is on these grounds that we maintain, that the single fact that the minutes of Wilbur refuse to recognize the election of Shove, does not exclude us from the proof, that a decisive majority of the meeting counted not by the head only, but by religious weight of character, voted for Shove. And the proof is overwhelming. That a large actual and numerical majority, of at least equal solidity and sobriety, man for man, united in his election, admits not a shadow of doubt.

1. In the first place such is the weight of evidence of witnesses on this trial. The respondents examine five to the point. One of them says nothing. This leaves four: the two Wilburs, Wood, and Kenyon — the last of whom says the change of Clerk was united in by a number of the members, though he thinks more objected. The Wilburs say only that more *expressed* objections to Shove, than expressed favor. But this goes to expression only ; not to the manifested opinions of the whole.

Against this we produce six, who concur in explicitly affirming the weight of members, and the weight of character.

Some testify to the 7th month Meeting; some to the 8th; and they show that twenty-five or more members spoke in favor of Shove, and from ten to fifteen, one witness says twelve to eighteen, against it, or in that proportion.

For 7th month — page 69 — Samuel Boyce says twelve to eighteen spoke in opposition, and two or three times that number spoke in favor of receiving the advice and making the appointments. Abner Slade — page 50, answer 5th — says twenty-five were in favor, and ten against it; and he gives names and ages. J. Meader — page 201 — says more than twice as many were in favor of accepting the advice as there were who opposed it. Thos. S. Gifford says — page 30 — upwards of twenty-five were in favor, and twelve to fifteen against. Jervis Shove — pp. 38, 39 — says about twenty-five and perhaps more in favor, and twelve to fifteen against. Azariah Shove says — page 47 — twenty-five to thirty were in favor, and ten to fifteen against — the opposition from forty-five to seventy-five years of age; those in favor from forty to seventy years.

For 8th month.

John Meader — pp. 203, 204 — says the meeting, by a full expression, united with the appointment of David Shove as Clerk. Samuel Boyce says a solid and weighty part of the meeting, by a very general expression, were in favor of it, and A. C. Wilbur, I. Buffington, and a few others, opposed it — see page 73. Thos. S. Gifford — pp. 31, 32 — says there was a pretty full expression of satisfaction and unity with the appointment of David Shove as Clerk; and the same opposition as there was in the 7th month. Jervis Shove — p. 40, ans. 7 — says many in the meeting were in favor of it, and a few opposed it. J. H. Vining says — page 58 — that the proposition to appoint David Shove as Clerk was united with by a large majority of the meeting.

Add two considerations.

No Preparative Meeting made any return to Wilbur.

On adjournment, and separation of members, when it became perfectly impossible *not* to discern the preponderance of numbers, those who favored Shove were three to one.

2. In the next place, the fact that our numbers, larger comparatively, were acting in compliance with the advice of the Committees of the Yearly and Quarterly Meetings — if compliance were a duty — invests them with a weight and solidity of character, entitling them to a fair appreciation in this count. Yet this it was exactly which made it impossible for Wilbur to *see them*.

3. In the third place, consider that the Committees of the Yearly and Quarterly Meetings, every member of them who was present, concurred in the opinion, and stated it, that the solid sense of the meeting — gathered according to usage of Friends — having regard to numbers and weight, was clearly for Shove. These persons did not vote. But they did observe — as coolly, and under as high a wisdom as Wilbur, at least.

If Shove was thus duly elected Clerk of the Swanzey Monthly Meeting in the 7th month or the 8th month, the Meeting which then and thenceforward owned him for Clerk was the true Monthly Meeting; and there existed no other. They who were elected Overseers by that meeting are the true Overseers; and they are Complainants in the cause. The duty of recognizing them as such attached, under the Discipline, upon the Superior Meetings; and the whole series of acts of recognition from that time not merely determine them to be the body and the officers alone in unity, but they rightly determine them so to be; and they determine them to have been so from the moment that two sets of Clerks and Overseers and two Meetings, began to compete for the honor and for the rights of legitimacy. And thus, on both grounds, we are entitled to a decree in our favor.

To that decree all who own the name of Friends will bow; and this litigation, so unpleasant to their feelings, so unwonted in their habits, will give place to the calm, and the concord which they cultivate, and by which they are characterized.

OPINION OF THE COURT.

THE Opinion of the Court was delivered by Hon. Chief-Justice SHAW, and, as afterwards drawn up by him, was as follows:—

The case which this Court are now called upon to decide, affecting the rights and interests, and depending on the rules and usages, of the large and respectable denomination of Christians, known as Quakers, is regarded by the parties and their respective friends and adherents, as one of great importance to the well-being of the Society. This importance does not so much depend on the amount of property involved in this particular case, as upon the principles on which it must be decided, and the extent to which these may affect the rights of others interested in the same questions.

This is a suit in equity, brought by the Plaintiffs, describing themselves, and claiming title to the property described, as Overseers of the Swanzy Monthly Meeting of the people called Quakers. They set out a deed, more particularly stated hereafter, made by Elizabeth S. Danforth in August, 1821, to Jonathan Chace, Benjamin Slade, and Reuben Chase, all described in the bill as since deceased, and the bill is brought against many persons named, as the heirs at law of the said grantees, and also against William Wood, Palmer Chace, Miller Chace, Seneca Lincoln, Philip Tripp, and William Slade, who allege themselves to be the Overseers of Swanzy Monthly Meeting, the Complainants averring and charging, that the said Wood and others, are not the true Overseers of

Swanzey Monthly Meeting, that their claim is a groundless pretence, and that the Complainants are the true Overseers.

The subject of the controversy is a tract of land situated in the town of Fall River, (formerly Troy,) with a meeting-house standing thereon.

The object of the bill is to ask this Court, as a court of equity, to declare a trust respecting said lot and meeting-house, that the same is held by those of the defendants, described as heirs of Chace and others, the original grantees in trust for the use, benefit, and accommodation of the Swanzey Monthly Meeting, and to make and execute conveyances accordingly in execution of such trust; to declare and decree, that said William Wood and others, the other Defendants in the bill, are not the true, legitimate, and authorized Overseers of said Swanzey Monthly Meeting, but that the said Earle and others, the Complainants, are the true, legitimate, and authorized Overseers of the Swanzey Monthly Meeting, entitled to all the privileges of that character; that as such they are now clothed by the laws of this Commonwealth with corporate powers to enable them to take and hold real estate, to them and their successors, as a corporation; and their object is to obtain a decree, declaring a trust in their favor, vesting the legal estate in said lot and meeting-house, in them and their successors, and requiring the Defendants to convey the same to them accordingly.

The Respondents, Wm. Wood and others, by their answer deny that the Plaintiffs are the true and legitimate Overseers of said Swanzey Monthly Meeting, but, on the contrary, they allege that they themselves are such true and legitimate Overseers, and that either by force of a deed of Thomas Wilbur annexed to their answer, they are already seized of the said estate, in fee, in their corporate capacity, to hold to them and their successors, for the use of said Monthly Meeting; or, if the fee and legal estate in the premises still remain in the heirs of the original grantees, the other Defendants in this Bill, then they admit that said estate is held by such heirs, in trust for Swanzey Monthly Meeting; but they aver, that they are the true and authorized Overseers of said Swanzey Monthly Meeting, and they insist that said trusts ought to be declared in

their favor, and the legal estate to be conveyed and released to them accordingly, in execution of the said trust.

This Bill was filed in April, 1845, and an answer was put in. Subsequently, in October of the same year, a Supplemental Bill was filed by the Complainants, which, after reciting fully the substance of their former Bill, proceeds to state, that after the filing of the former bill, to wit, in June, 1845, the Yearly Meeting of Friends for New England was convened at Newport, in the State of Rhode Island, pursuant to the usages and discipline of that body; that being so assembled and duly organized, they proceeded to consider the conduct and doings of the Swanzey Monthly Meeting, and also of the Rhode Island Quarterly Meeting, of which Swanzey Monthly Meeting was a component part, and the proceedings of said Quarterly Meeting; and that the said regular Yearly Meeting upon a review of all the proceedings in relation to the regularity of the respective bodies, each claiming to be the true Monthly Meeting, declared the body, of which David Shove was Clerk, and by whom the Complainants were chosen Overseers, to be the true Swanzey Monthly Meeting; and that the body of which Thomas Wilbur was Clerk, and by whom the Respondents were chosen Overseers, was not the true and legitimate Swanzey Monthly Meeting. It further alleges that the said Yearly Meeting confirmed and established the doings of said Swanzey Monthly Meeting of which David Shove was Clerk, and of the Rhode Island Quarterly Meeting of which Buffum was Clerk, and directed the conveyance of the estate in controversy to be made to the Complainants as such true and legitimate Overseers.

The Defendants put in an answer to the Supplemental Bill, protesting that the Court has no jurisdiction, and that the Complainants have an adequate remedy at law; they nevertheless answer, setting forth *in extenso* and reiterating their former answer; — they annex the original deed from Elizabeth S. Danforth to Chace and others, also a deed given subsequently, on the 26th of August, 1844, and purporting to be a deed of Thomas Wilbur as Clerk of Swanzey Monthly Meeting, to themselves as Overseers, in trust to hold the same for

said Monthly Meeting;— they deny that the heirs of Chace and others, the original grantees, have any estate or interest, legal or equitable, in the premises, and that the Court has any jurisdiction to compel those heirs to convey; and aver that Thomas Wilbur was and is Clerk of said meeting, that he entered into the trusts in said deed mentioned, and conveyed the same to these Defendants; and they now claim to hold the same, not only by virtue of the deed of said Clerk, but as a body corporate, authorized by the statutes of the Commonwealth to hold in succession all grants and donations of real or personal estate to said meeting. They admit that certain proceedings were had, after the filing of the former Bill, before a body of Friends calling themselves and their meeting the Yearly Meeting for New England; but they deny that the proceedings are correctly set forth in the Bill, and deny that their title can be affected by such subsequent proceedings, and pray that the supplemental Bill may be dismissed.

They then proceed, after reaffirming their former answer, to set forth that the Society of Friends are duly organized under a regular form of government and rules, setting out their organization into Preparative, Monthly, Quarterly, and Yearly Meetings, accountable and subordinate; that the Monthly Meetings annually choose Overseers who hold their offices until others are chosen or appointed; that the Yearly Meeting appointed a Meeting for Sufferings, to take cognizance of any grievances, in the intervals between Yearly Meetings, and to counsel and assist, as best wisdom may direct; they state how Quarterly and Yearly Meetings are composed, and set forth their peculiar mode of deciding deliberative questions, not by a majority, but by the solid sense of the meeting, to be collected, declared, and minuted by the Clerk, who is the presiding member; they set forth at large the usual mode of proceeding, and proceed to allege that the defendants are the true Overseers, and that the Complainants have no claim or color to be Overseers, except by the choice of a schism, and of separatists, and they set forth the proceedings of the Monthly Meeting of which Thomas Wilbur was Clerk and the Quarterly Meeting of which Wilbur was Clerk and Perry assistant, as true meet-

ings, in unity with the Yearly Meeting. They deny that the said Swanzey Monthly Meeting is shown not to be in unity with, but disowned by the Yearly Meeting for New England. But they further answer that they do not admit the proceedings set forth in the supplemental bill to be the proceedings of the true legitimate and legal Yearly Meeting, but that they were proceedings of separatists from said meeting; and aver that the proceedings of the true Meetings, Monthly, Quarterly and Yearly, are those set forth in true copies of minutes annexed. They admit a want of love and unity in the society, and attribute it to a difference of religious tenets and doctrinal sentiments, and aver that the plaintiffs and those whom they represent, have adopted unsound doctrines, advocated by Gurney, and are called Gurneyites, whilst they and their friends, adhering to the original principles and sound doctrines of the society, are called Orthodox Friends. They set forth what the true doctrines are, how they are in effect changed by the writings and doings of Gurney, and that the Gurneyites have taken unfair and unwarrantable means, to get their own friends and partisans into all places of influence, and to obtain an ascendancy in the control of the society; that at the Yearly Meeting they have departed from the usage and discipline of the society, in postponing the nomination of a Clerk; that the orthodox representatives, as in duty bound, proceeded to agree upon clerks, and reported the same, which being fully united with by the sound Friends, they were accordingly appointed, and the usual business was gone through with; and they set forth the proceedings, and thereupon conclude that the Gurneyite party were the separatists. Finally, they insist that the Gurneyites, under whom the plaintiffs claim, are separatists from the Society of Friends, do not agree in the belief of the fundamental doctrines of the Society, and are opposed to its order and discipline, and especially that the Monthly Meeting, of which David Shove pretends to be the Clerk, are separatists, and have seceded from the true Swanzey Monthly Meeting, of which Thomas Wilbur was Clerk, and have no legal existence, and have no right to hold the said lot, or to choose or appoint Overseers for that purpose; but contrariwise, claim

that they are the true Overseers, and entitled to hold the said estate.

Both parties rely upon the deed of Mrs. Danforth, as the groundwork of their respective claims of title, whether legal or equitable.

This deed is an extraordinary document, upon which it is extremely difficult to put any satisfactory construction, according to the rules of law applicable to conveyances. The direct and palpable object was, to sell a lot of land to the Society of Friends to build a meeting-house upon, and give them the entire and perpetual use and disposition of the land. But how this was to be accomplished according to the rules of law, how and in whom the legal title was to be placed, and how it was intended that the title should be continued and perpetuated, it is extremely difficult to ascertain or even conjecture, from the terms and provisions of this deed.

It may be proper and useful to state in the outset, that at the time when this deed was executed, there was no enactment in the laws of Massachusetts, providing a method by which the Quakers, as a religious community, could take and hold real estate in succession. It was stated and assumed in the argument, that such a power is provided by our law; but it was not stated, I believe, that this power is of comparatively modern origin, and did not exist in 1821. Such a power had been granted to certain officers, of other religious bodies, not incorporated, such as the deacons of Congregational churches, for the use of their churches, the wardens and vestry of Episcopal churches, for the use of their several churches, by the provincial act of 28 Geo. 2, passed in 1754. This was reënacted by Stat. 1785, c. 51, and embodied and its powers extended by Rev. Stat. c. 20, § 39. But, as we understand it, this power was first extended to the Society of Friends, constituting the Overseers of each Monthly Meeting a corporation, or vesting those who may be Overseers for the time being with corporate powers, to take and hold estate in succession, by Stat. 1822, c. 92, passed February 11, 1823.* The Quakers

* This statute is as follows: "An act, in addition to 'an act for the better

never formed into parishes, or regularly incorporated religious societies, for the support and maintenance of public worship, and therefore being mere aggregate bodies of individuals until the above act was passed vesting the Overseers of Monthly Meetings with qualified corporate powers, there was no mode in which real estate could be appropriated and set apart for their use, except by trust-deeds in which the estate might be vested, as at common law, in certain persons and their heirs, in trust to permit the society to have the entire possession and enjoyment of such estate. Up to a comparatively recent period, there was no court of equity in this Commonwealth, competent to take cognizance of such a trust and enforce it; but probably the conscientious sense of duty, on the part of trustees, would have afforded sufficient security to the beneficiaries, for the enjoyment of their rights.

In recurring to Mrs. Danforth's deed, it seems to us, that it was very inartificially drawn.* It recites that the consideration, a pecuniary one, of two hundred and twenty-five dollars, was paid by Chace, Slade, and Chace, for and in behalf of the Monthly Meeting; it grants the premises to four persons, namely, George Shove, and the same three before mentioned, and their heirs and assigns; and in the *habendum* and the residue of the deed neither is Shove's name mentioned, nor does he execute with the other three, to give effect to the declara-

securing and rendering more effectual grants and donations to pious and charitable uses.' The Overseers of each Monthly Meeting of the people called Quakers shall be deemed so far a body corporate, as to take and hold in succession all grants and donations of personal estate, made by any person dwelling within the territorial bounds of said Monthly Meeting, and of all real estate situate within said bounds, made or hereafter to be made to the Yearly, Monthly, or Preparative Meetings of the Quakers, to said Overseers, or to the use of any of said meetings, or the poor thereof; and to alien or manage the same according to the terms and conditions on which the same may have been made; and in the name of said Overseers for the time being, to prosecute or sue for any right that may have vested in said Overseers, the poor of said meetings, or in any of said meetings, in consequence of such grant or donation: *Provided*, that the income of the grants and donations to any one of such meetings, for the uses aforesaid, shall not exceed the sum of five thousand dollars per annum."

* See copy of deed on p. 7.

tions of trust contained in it. After the granting part to them and their assigns, the deed adds, "to and for the uses, intents, and purposes of the people called Quakers, forever, as set forth for the more effectual government thereof, in the covenanting clause by the said grantees, as hereafter expressed," *habendum* to said Chace, Slade, and Chace, "as feofees in trust, for the said people, their heirs and assigns forever."

It will not be necessary to recite the residue of this deed, so familiar to all parties concerned, in order to render intelligible the comments we propose to make on it.

It does not appear by the deed, that the grantees, by themselves, or with Shove, were the Overseers of any Monthly Meeting, or even that they were Quakers, unless this is to be inferred from the subsequent mention of their being in unity. But if they were Overseers of any Monthly Meeting the deed did not profess to convey the estate to them in their corporate capacity; if it had, and there had been any law in force, authorizing them to take in their corporate capacity, the estate would have immediately vested in them as such corporation, and there would be no occasion to resort to the principle of a shifting use. The deed seems to have been to them and their heirs in fee, and as they were capable as individuals of taking and holding, in that capacity, to them and their heirs, it is manifest, that the entire estate in fee passed from Mrs. Danforth, the grantor. Then how did the legal estate vest? Independently of the statute of uses, it would undoubtedly vest in Chace, Slade, and Chace, and their heirs, in fee simple. But it seems extremely difficult to regard this as a conveyance to uses, within the statute which transmutes the use into possession and gives a seizin. It was in terms, "to and for the uses, intents, and purposes of the people called Quakers." Treating the whole instrument as the act of the grantor and grantees, it is difficult to consider it as a conveyance, intended to have any other effect, than to vest the fee in the grantees, in trust for the Friends, as a body. We are now considering the question as to the vesting of the legal estate, and it is necessary to keep in mind the plain distinction between the legal estate and the beneficial interest.

There was no person in being named as *cestui que use*, capable of taking seizin of real estate; of course the estate could not vest in any such power. The Overseers had not their corporate powers, enabling them to take seizin; the unincorporated aggregate body could not be *cestui que use*, because it had no capacity to take. Nobody is named as entitled to the use and benefit, capable of taking under the statute. Treating the latter part of the deed, (that which purports to be the act of the grantees only,) if it is proposed to bring it under the operation of the statute as a covenant to stand seized, the difficulties seem insuperable; there is no good consideration in kindred or affinity for such covenant, no covenantee, and no definite designation of any legal use. If the clause be relied on, which provides, that if the grantees or their heirs shall be declared out of unity, and they shall not be capable of executing this trust, or stand seized thereof, but the Clerks respectively may enter, etc. and hold, etc., this is simply void as contrary to the rules of law. It is not a defeasance upon a condition subsequent on the happening of some contingency, which defeats the whole estate, and authorizes the grantor to enter, and revest in himself his former estate; but it is an attempt, by a limitation over, after an estate in fee granted by deed, upon the happening of a contingency, to divest the estate, and grant it over, which cannot be done. But it seems hardly necessary to pursue these technical inquiries further upon the effect of this deed upon the legal estate, because it is conceded, or it must be conceded, that if any Clerk could enter and hold, it must be the true Clerk, and if Thomas Wilbur was the true Clerk, and took any estate in the premises or any power to convey, and did convey any estate to the Defendants, it was after the statute, and must have been a conveyance to them and their successors, Overseers, etc., in their corporate capacity, and they could only hold as long as they continued to be the true and legitimate Overseers; and if they ceased to be so, and another body of officers came to be the true Overseers, the latter were successors, with a right to take and hold the estate, by force of the statute. In one respect, perhaps, this question might be material; if the ques-

tion were between the two sets of Overseers, upon the mere legal title, this Court would have no jurisdiction as a court of equity. It seems, therefore, proper to add, that it does not appear that the original grantees or their heirs have ever been declared out of unity, and, therefore, it does not appear that that contingency ever happened.

There is also another contingency stated on which it may be the right of the Clerk, by the terms of the deed, to enter, and that is, when "any of us or our heirs succeeding us in this trust shall depart this life." All the remarks made upon the contingency of being declared out of unity, defeating the estate and limiting it over, would apply still more strongly to this. If this should be construed literally, that is, in case any one of the grantees should depart this life, that the whole estate should go over, then no heir could ever take, and this is directly repugnant to the whole grant, *habendum*, and covenants, which limits the estate to them and their heirs. The only sound construction is, "when the first grantees and *all* their heirs die." This would be to limit an estate in fee over, after the decease of all heirs; and it is void by the rules of law. But if it would have been valid, the contingency has not yet happened. On the whole, the Court are of opinion that by this deed the estate vested in the grantees in fee personally, and at their decease went to their heirs; that Wilbur, the Clerk, had no authority to enter; that he took no seizin by that entry; that he conveyed none by his deed to William Wood and others; and that the legal estate remains vested in the heirs of the original grantees.

But in another aspect it appears to us, that the deed in question has all the qualities and characteristic features of a regular deed of trust, by which it was intended to vest the fee in the grantees, as feoffees in trust, the legal estate to be held by them and their heirs (or the heirs of the survivor), for the benefit and accommodation of an aggregate body of individuals, not a corporation, but recognized by law as a religious body, associated for the purposes of maintaining public worship, and other purposes incident thereto, and upon the further trust, to transfer and convey the fee, upon due notice and

request, to the appointees of the Swanzey Monthly Meeting of Friends. Let us examine the deed briefly in this view.

Whether an instrument shall operate as a transfer vesting an estate, or as creating a trust cognizable by a court of equity, does not depend much upon the employment of the terms "use" and "trust;" but rather upon the object, purpose, and construction of the whole instrument. Were it otherwise, however, the words "use" and "trust," are both so freely used in this deed, and so indiscriminately, that they would afford little aid in determining the construction and effect of the conveyance.

After stating the consideration, as paid by Chace, Slade, and Chace, for and in behalf of the Monthly Meeting of the people called Quakers, known by the name of Swanzey Monthly Meeting, the grantor proceeds to give, grant, bargain, and sell, to them, their heirs and assigns, to and for the uses, intents, and purposes, of the people called Quakers, forever, as set forth in other parts of the instrument, the lot of land in question. The *habendum* to them and their heirs designates them as feoffees in trust.

The covenant of warranty is to and with them and their heirs and assigns, as well as to the said people (i. e. called Quakers). As a covenant of warranty, this last clause is purely void; "said people," are not parties, were not incorporated, had no capacity to take, the grant was not to them, and the covenant could only be coextensive with the grant. The residue of the instrument is rather the act, declaration, and stipulation of the grantees, explanatory of the character and relation in which they take the grant, and consent to hold it, and connected with the grant, only by a reference to it, in the granting part. As a clear and distinct declaration of trust, under the hands and seals of the grantees simultaneous with the grant, it is above all exception, and would be so if it were a separate instrument. They acknowledge and declare, that they take and hold the premises in trust, and that they are to take no right to the premises to their own use; and for the more effectual and full performance of said trust, they stipulate that they and their heirs, at the cost and request of said Monthly Meeting, or such

other meeting as the said people of Swanzey, for the time being shall belong to, being in unity with the Yearly Meeting for New England, will do such further act, as may be advised, etc. As a covenant for further assurance, this is bad, because there is no covenantee; but as a declaration that they hold it in trust for the appointees, of a Friends' Meeting, and in trust to make a good and valid legal conveyance to such appointees on due notice, it appears to be legal and valid. The residue of the instrument, declaring that if the grantees or their heirs should be declared out of unity, or should die, the Clerks might enter and convey, or hold as feoffees, and also the clause of release and quitclaim to such Clerks upon such contingency, we think are void as affecting the legal estate, for reasons already given. The clause of release and quitclaim, cannot have any legal effect, for the reasons already stated, and further, because it is an attempt to create an estate in fee, to commence *in futuro*, upon a contingency and in persons not ascertained. As bearing upon the point, that the grantees were not to hold the estate for their own, but for the use and benefit of the Society of Friends, which may be accomplished by treating it as a conveyance in trust, but cannot by treating it as a use, this part of the instrument is in harmony with all the other parts, and with its general tenor.

It appears to us that this construction is conformable to the intention of the parties, so far as the intention manifested by the deed can be carried into effect by the rules of law; and if the instrument discloses an intention to create an estate contrary to the rules of law, such an intention can have no influence in determining its construction.

And we think such a trust for the use of a well-known religious community is valid, and may be carried into effect, although the *cestuis que trust* and beneficiaries are a voluntary association of individuals, designated only by a general name and description. All gifts and grants, in trust, for the support of public worship and religious instruction, or for the advancement of piety, morality, and useful education, are valid as charitable trusts, and will be carried into effect by this court as a court of equity. Nor is it material whether the large equita-

ble jurisdiction of Chancery, over charitable trusts, is founded on Stat. 43 Eliz. c. 4, or has a deeper and more ancient root, in the common law. The Stat 43 Eliz. c. 4, was passed before our ancestors came to this country, and was regarded here as part of the common law, upon which their institutions were founded. *Commonwealth v. Leach*, 1 Mass. 59. It has frequently been recognized as the law of the land in this Commonwealth, for which I will cite a very few of the existing cases. *Bartlett v. King*, 12 Mass. 537; *Trustees Phillips Acad. v. King*, 12 Mass. 546; *Going v. Emery*, 16 Peck, 107; *Tucker v Seamen's Aid Society*, 7 Met. 188.

The provisions of the Stat. 43 Eliz. are amply sufficient to give effect to and render valid this conveyance, as a gift in trust for charitable uses.

When the case of *Bartlett v. King* was decided, it was considered, that it was no objection to the operation of the Stat. 43 Eliz. that there was then no court vested with a jurisdiction in equity, to carry such a trust into effect. An equitable jurisdiction over trusts for certain charitable uses, had been early conferred on the county courts, under the colonial government. *Ancient Charters*, 52; *Hadley v. Hopkins' Academy*, 14 Pick. 240.

But this jurisdiction was not renewed under the provincial government. Acts were passed soon after the adoption of the provincial charter, in 1692 and 1693, for establishing a high court of chancery for the province. *Ancient Charters*, 222, 274. It is believed that these acts were not carried into effect, having been disapproved and negatived by the King. But in 1818 an act was passed, (Stat. 1817, c. 86,) vesting this court with full equity jurisdiction, in all cases of trust, under which trusts for charity have been considered as fully embraced. This act was in force when the conveyance in question was made, and this circumstance may have had its influence in leading the parties to adopt the course they did with a view to the accomplishment of these purposes, through the instrumentality of a common trust-deed, to be carried into effect by a court of equity although they may have had some intention to accomplish it, by means which the law holds impracticable.

The court are, therefore, of opinion that the instrument in question did constitute a good and valid conveyance, to the original grantees, as trustees, for a charitable use, proper to be sustained and carried into execution; that the legal estate vested in the heirs at law, subject to such trust, and that this court as a court of equity has cognizance of the subject-matter of this suit, and to hear and decide between the parties.

Before passing from this subject of the legal estate, I intended to say a few words upon the question whether this instrument, as a conveyance to these persons and their heirs, to hold in trust, constituted them joint-tenants, or tenants in common. If the former, then the rule of survivorship would take effect, and the estate vest in the heirs of the survivor. If the latter, the heirs of all the grantees would take by inheritance. In framing conveyances in trust to two or more grantees, the most usual course is, to use words creating a joint tenancy; because, as the main object of creating and continuing the legal estate is, to support and feed the trust, the more concentrated it is, the more effectually it accomplishes that purpose. Here no such precaution was taken, and the question must depend on the rules of law.

By the rules of the common law this conveyance to three persons and their heirs by deed would constitute a joint tenancy; but this rule has long since been altered and modified by statute, and the question is, what the extent of such modification is.

By the Revised Stat. c. 59, § 10, "all conveyances and devises of lands made to two or more persons, except as provided in the following section, shall be construed to create estates in common, and not in joint tenancy; unless it shall be expressed therein that the grantees or devisees shall take the lands jointly, as joint-tenants, or in joint-tenancy, or to them and the survivor of them."

Section 11 provides, "that the preceding section shall not apply to mortgages, nor to devises or conveyances made in trust," etc. Had this law been in force when the deed in question was made, it would have been decisive; but it was not. It did not go into operation till May, 1836. We are then to

go back to the law which was in force in 1821, which was Stat. 1785, c. 62, § 4, by which, after a preamble stating some reasons for it, this authoritative construction should be given, to grants or devises to two or more persons, constituting them estates in common and not in joint tenancy. The act has no special exception of conveyances in trust, but the exceptions are thus stated; unless it is stated that the grantees or devisees shall hold jointly, etc., or unless other words be therein used, clearly and manifestly showing it to be the intention of the parties, that such lands should be held as joint estates, and not as estates in common. When the manifest purpose of the conveyance, as apparent in the whole tenor of the deed, would be best promoted by construing it a joint tenancy, and defeated or impaired by a contrary construction, it has been held under this exception, that the words manifested an intent to create a joint tenancy; as in case of a grant to husband and wife, *Shaw v. Hersey*, 5 Mass. 521; or a mortgage to partners to secure a joint debt, *Appleton v. Boyd*, 7 Mass. 131; *Goodwin v. Richardson*, 11 Mass. 469.

In these cases such a construction was almost necessary to give effect to the conveyance, and, therefore, the intention was presumed. In case of a trust, such construction, though convenient, and afterwards introduced by statute, could hardly be regarded as necessary, and therefore, we cannot say that the words used, did plainly and manifestly show an intention to create a joint tenancy. We are, therefore, of opinion that the grantees took an estate in common, which descended to all their heirs.

This is probably a question of very little practical importance; all the defendants summoned as heirs of the grantees have suffered the bill to be taken as confessed, and have probably no objection to a decree which may be made on the subject. Whether the fee is in the heirs of one or all of the grantees is immaterial except for the sake of regularity.

Supposing the deed of Elizabeth S. Danforth to be a good valid deed and conveyance in trust, the next question is, who are the beneficiaries or the *cestuis que trust*, competent to claim the performance of the trust.

There being a valid grant of the legal estate to Chace, Slade, and Chace, and their heirs, creating a good legal estate in fee, to support a trust, who can claim it under the provisions of this deed? It being for the uses of a religious body to support public worship and religious instruction, and thus a recognized charity, it is no objection to it, that the persons to be benefited are uncertain, not definitely designated, that they are an unincorporated, voluntary association of individuals. *Bartlett v. King*, 12 Mass. 537; *Going v. Emery*, 16 Pick. 107; *Burr v. Smith*, 7 Verm. 241; *Vidal v. Girard*, 2 How. 128. Many other authorities might be cited, but the last is directly in point, embraces a full discussion of the subject and a review of the authorities, and is itself a decision of the highest authority.

At the time when Mrs. Danforth's deed was executed, there was no law in force, giving to the Overseers of Monthly Meetings, or to any other persons holding any office or appointment, in the Quaker community, a corporate character or capacity to take and hold property in succession; the persons, therefore, designated in said deed as beneficiaries, were unincorporated individuals. According to the rule above stated, however, this circumstance is no valid objection to the conveyance or to the constitution of such trust, if in point of fact the persons thus designated can be ascertained.

When, therefore, property is conveyed or devised to one person by name as the Treasurer of a voluntary society, in trust for such society, the legal estate vests in the Treasurer, in his natural capacity, to hold in trust, and the beneficiaries, or *cestuis que trust*, will be ascertained by any competent evidence proving association and organization under a particular form, the choice of officers, the keeping of minutes, the issuing of reports, the annunciation of its objects, and the like. *Tucker v. Seamen's Aid Society*, 7 Met. 188.

The conveyance thus made by the Danforth deed, being to persons capable of taking and holding real estate in trust for persons not capable, the question is, upon the terms of the deed, who these latter persons were. We think it is plain that they were the persons constituting the Swanzey Monthly Meet-

ing of the people called Quakers. It was suggested in the course of the argument, that the trust was general and not for any particular class of Quakers, and perhaps some single clauses would give color to such an argument. But taking the whole deed together, and construing it in reference to Quaker usages, we think it was for a class or community of Quakers, living within a certain local and defined territory, and designated as Swanzey Monthly Meeting. The consideration was paid, for and in behalf of the people so designated; and, though the *habendum* was in trust for the people called Quakers for ever, and in the covenanting clauses it is declared to be in trust "for said people," the stipulation is, that at the cost and charge of said Meeting, to execute such further deed, etc. By the evidence, relative to the constitution and usages of the Society of Friends, a Monthly Meeting is a local division and designation, and embraces all those who reside within such local limits. We are of opinion, therefore, that the trusts in this deed, although in two or three places it may seem to be for Friends generally, yet, construed as a whole, were for those Friends residing within the local limits of Swanzey Monthly Meeting, as then constituted. It is hardly necessary to refer to the exception in the deed, namely, that the trust is to convey to such persons as the Swanzey Monthly Meeting, or such other Monthly Meeting, as said people at Swanzey, for the time being, shall or may belong to, being in unity with the Yearly Meeting for New England, shall appoint, etc. This refers to a fact not contested, which is, that by the constitution and usages of the Society of Friends, it is competent for the Quarterly or Yearly Meetings, within their respective limits, to fix and alter the limits of Monthly Meetings, and to set up and lay down Monthly Meetings, and in the latter case, to annex the people of the meeting laid down, to another Monthly Meeting; and the clause recited looked to that contingency, and adapted the trust accordingly, giving the beneficial interest to the same people, though annexed to another Monthly Meeting. But, as it is not suggested, that the Swanzey Monthly Meeting has ever been laid down, or the limits of its territory changed, the contingency affecting the trust has not happened,

and the trust remains as if no such change had been provided for.

We are then to consider the effect of the statute, passed soon after this conveyance. Stat. 1822, c. 92, already cited. It was undoubtedly intended to put the Society of Friends on the same footing with congregational churches, and other ecclesiastical bodies not incorporated, but voluntarily associated together for the purpose of spiritual edification and mutual discipline, and for the celebration of religious rites and ordinances. The policy of these laws was, not to incorporate the whole body of voluntary associates, as in cases of territorial or poll parishes; but to invest some known and designated officers and functionaries, chosen and set apart, according to the constitution and usages of such respective bodies, with corporate powers to take and hold property in succession, in trust for the unincorporated association, often fluctuating and varying in numbers and members. Such had been previously done in respect to the larger and more numerous ecclesiastical bodies, constituting deacons of Congregational churches, and the wardens and vestry of Episcopal churches, corporations for this purpose. The Legislature were undoubtedly well informed of the constitution of the Society of Friends,—that all belonged for the time being to some Monthly Meeting, and such Monthly Meeting had officers, called Overseers, charged with the care and arrangement of their secular officers; it was therefore enacted, that Overseers of each Monthly Meeting of the denomination of the people called Quakers should be deemed so far a body corporate as to take and hold in succession all grants, etc., made or to be made to such meetings, to said Overseers, or to the use of any such meetings, or the poor thereof, to alien or manage, etc., and in the name of said Overseers *for the time being* to prosecute, etc. These provisions are substantially reënacted in Rev. Sts. c. 20, § 46.

By the statute of 1822, the rights and powers of the Overseers of Swanzey Monthly Meeting with all others were defined and enlarged. Before, they had a right in equity, as *cestuis que trust*, to require an execution of the trust, by permitting them, and the Monthly Meeting of which they were

Overseers, to use, occupy, and enjoy, in undisturbed possession, the lot in question, with the buildings erected upon it. After the statute, they had a right to a conveyance of the legal estate, and when conveyed, to hold it to them and their successors in office, in perpetuity, for the use and benefit of their Monthly Meeting.

The effect of thus clothing officers, chosen annually or otherwise, for the time being, with corporate powers, is, by force of law, and for useful and beneficial ends, to give to persons holding certain offices, though in fact frequently changing the character of perpetuity and unbroken continuance, which is the peculiar characteristic of a corporation, and is well illustrated by the ancient principles applied to a corporation sole. *Weston v. Hunt*, 2 Mass. 500.

The same rule applies where, by statute, like corporate powers are vested in several officers, periodically elected, who are to take in succession:— as wardens and vestry of an Episcopal church; *Montague v. Smith*, 13 Mass. 405; the deacons of a Congregational church; *Stebbings v. Jennings*, 10 Pick. 172, and *Page v. Crosby*, 24 Pick. 211; or town officers; *Overseers of Poor of Boston v. Sears*, 22 Pick. 122.

The theory of law is, not that churches, towns, or other aggregate bodies, corporate or unincorporated, choose persons to be a corporation; but, being chosen to offices recognized by law and usage, such as deacons, wardens, and vestry, overseers, and the like, the law takes effect, and *proprio vigore* annexes the corporate capacity to the office, and no act of transfer is necessary to transmit the property, when once vested, from the incumbent to his successor. It follows as a necessary consequence, that however frequently the incumbents are changed, the property changes as frequently, so that, in contemplation of law, it always remains in the incumbent for the time being.

Assuming, then, as from the foregoing view of the law we think it must be assumed, that the Overseers of the Swansey Monthly Meeting of the people called Quakers, are entitled by right to demand and require a conveyance to them of the estate in question, we are brought to the question, whether

Oliver Earle and his associates, the plaintiffs, constitute that board of Overseers, or whether Wm. Wood and his associates, part of the defendants, hold that relation, and entitle themselves to the conveyance. For the convenience of designating them, I shall call them simply plaintiffs and defendants.

From the view of the law which has thus been taken, it is entirely manifest, that there can be but one regular legitimate and legal Monthly Meeting, and but one authorized set of Overseers. It is a question of property; the nature of property consists mainly in the right of control, and the power of disposing of any estate, real or personal. There cannot be two adverse owners of the same thing at the same time; the disposing power and dominion of one proprietor is conclusive against the same in any other. However plausible, therefore, may be the grounds of claim of title on each side, however minute the line of distinction between them, and how great the difficulty of discovering it, we know there is such a line, and it must govern in deciding the question; and pronouncing in favor of one, is necessarily pronouncing against the other.

Again; the law which gives corporate powers to certain officers or functionaries, whether of corporations, voluntary associations, or religious bodies or communities, assumes that the existence and identity of such bodies or associations, and the due and proper election or appointment of the officers and persons so designated, may be proved by competent evidence, adapted to the nature of the subject. Where there is no legal incorporation, the constitution, organization, and proceedings of such bodies may be proved like other facts, by articles of association formally adopted or generally assented to, and by the usages of the body. In the case of Congregational churches, the identity of the church is ascertained and identified by that of the incorporated parish, in which it is gathered; and the authority of deacons to take in a corporate capacity, by proof of their election according to usage. And so in the Episcopal, and all other incorporated religious societies. Where the right is claimed by officers of a religious society not incorporated, the right may be proved by the fact of association,

and the election of such officers, according to the rules and usages of such associations, to be proved like other facts, by documents and by testimony.

This is eminently true of the Society of Friends, who, it is believed, neither in their smaller or local divisions, or in their larger character as a denomination of Christians, have ever been constituted corporations by law. Nothing can be clearer, however, than that there is such a community of Christians as Quakers; they are numerous and respectable; they have had so prominent a place in New England, and they are marked with so many peculiarities, that their existence is easily proved. But in regard to their action and mode of proceeding, so far as the right of property is concerned, there is an intrinsic difficulty which must have been seen and felt throughout this lamentable controversy, and this elaborate litigation. This arises from the peculiar mode of acting and deciding in aggregate bodies, not by a numerical or any other fixed majority of votes, given by those authorized and qualified to give a voice upon any question; but upon the solid sense of the aggregate body, having regard to age, character, judgment, piety, and numbers combined, to be gathered and ascertained by the Clerk, who is uniformly the presiding officer. However well calculated this may be to promote the great spiritual objects of the Society, to secure harmony, unity of feeling, and religious peace, it is little calculated to afford a practical rule of action, and stand as certain proof where there is any actual conflict of opinion, and where, from any cause, controversy actually arises. In a numerous body of all ages and capacities, there must be much uncertainty where the utmost honesty and impartiality prevail. But clerks must be human beings, and although in theory aided and assisted by an overshadowing power, and wisdom greater than their own, yet it may be darkened and obscured by human predilections. If there be any strong party feeling upon a theological controverted question, or any other, the clerk will be something more than human, if he do not participate in it. As a presiding officer he has a voice,—his own judgment is to be put in the scale with others in ascertaining the solid sense of the meeting; and though he is honest

and sincere, and earnestly desires to be guided by best wisdom, there is danger that he may be unconsciously influenced by it to allow too much weight to the predilections of his friends, and somewhat too little to that of his opponents.

But the testimony, it is believed, is uniform on both sides, that this is the only mode in which the doings of aggregate bodies of Quakers in Monthly, Quarterly, and Yearly Meetings, as well as those of Committees and select bodies from them are conducted, and the results of them ascertained.

But the legislature have declared that Overseers of Monthly Meetings of Quakers, for the time being, shall be corporations, and take and hold property in succession; it assumes, therefore, that such Overseers may be appointed or chosen, and may be superseded by others, and of course that these facts, like all other facts upon which rights of property depend, are capable of judicial proof by competent and appropriate evidence; of course, it is the proper province of courts of justice, in order to the adjustment of such rights, to investigate and ascertain these facts, by the best evidence which the nature of the case affords, whether entirely satisfactory or otherwise.

Before coming directly to the evidence, it seems necessary to inquire what is the true test or standard, to decide which is the true Monthly Meeting, and who are the true Overseers.

Several things are conceded, or so proved, as not to admit of doubt. Regarding the Society of Friends as a religious body and an ecclesiastical organization, there is a very regular order and system of action, management, and government, and a regular subordination of the inferior to the superior. They are divided into Preparative, Monthly, Quarterly, and Yearly Meetings. The Preparative Meetings, it is believed are designed mainly to facilitate the attendance on meetings for worship, within the limits of a large Monthly Meeting. But the main business, disciplinary and administrative, is done in Monthly Meetings. Each Monthly Meeting is subordinate to a Quarterly Meeting, composed of several Monthly Meetings, and the Monthly and Quarterly Meetings are subordinate to the Yearly Meeting for New England, which includes the whole territory of New England, excepting Vermont and

that part of Massachusetts west of Connecticut River. Each Yearly Meeting is independent of all others, and different Yearly Meetings have no other connection than that which results from Christian fellowship and courtesy.

It is also admitted that the rules of Discipline, as altered and amended from time to time are referred to the Committee of Sufferings by the Yearly Meeting for New England, reported to, approved, and adopted by them, and are of high and unquestionable authority, throughout the limits of this Yearly Meeting.

The Committee of Sufferings is actually a Committee of the Yearly Meeting, having a general supervising and advisory jurisdiction, in the intervals of Yearly Meetings, and occasionally charged with special additional duties. The different Yearly Meetings, in America and England, keep up a friendly and fraternal communication with each other, by means of epistles, visits, and liberating certificates, or general letters of recommendation from one to another; but there is no subordination acknowledged of any one to another, or to all the others.

From this view of the constitution, organization, and acknowledged usages of the Quaker body, it appears that the Yearly Meeting has a final and controlling jurisdiction in all matters of faith and religious duty, of administration and discipline, as well as manners and conduct, of all Quakers within its limits. It is final and conclusive, because there is no superior body which can call its decisions in question. It is conclusive, in the sense in which the judgments of the highest Court are conclusive, not because it is necessarily wiser or better than those of other Courts, but because it is the tribunal of last resort, and the constitution and laws have created no tribunal to reëxamine its decisions.

We have already stated, that the plaintiffs and defendants each claim to be the Overseer of Swanzy Monthly Meeting, and demand a conveyance of the property. If the difficulty rested here, it would probably be very easily, and would long since have been settled by the Quarterly Meeting, or in case of dissatisfaction, then by the Yearly Meeting, to which both,

in the ordinary course of proceeding in the Society of Friends, would acknowledge subjection. But this protracted controversy, and the voluminous mass of evidence taken in it, discloses the unhappy fact, that there are two conflicting bodies, each claiming to be the regular Rhode Island Quarterly Meeting, to which Swanzey Monthly Meeting belongs, with its regular officers, and also two distinct and conflicting bodies, each claiming to be the true and legitimate Yearly Meeting for New England, duly organized and conducted according to the Discipline and Usages of the Society. Each, therefore, claims to be approved, sanctioned, and confirmed by the Superior Meetings, to which its own is admitted to owe subordination.

We are thus necessarily driven to the inquiry which of these conflicting organizations is the true and legitimate successor, or to speak more accurately, which of the two Yearly Meetings for New England, the two Rhode Island Quarterly Meetings, and the two Swanzey Monthly Meetings, are the actual, identical, and real Yearly, Quarterly, and Monthly Meetings of the Society of Friends of those respective designations, and have continued so in one unbroken line, from a period anterior to this controversy to the time of the commencement of this suit. The one must be so; when this is shown, it will also be shown that the other is not so.

By what test shall this question of identity and continuity be determined?

At one stage of this controversy, it seemed to be supposed that it would depend mainly upon soundness of faith, an adherence to or dissent from speculative theological opinions and belief, and much evidence was taken upon that subject, and it was alluded to in the learned arguments addressed to us.

It would seem to be inconsistent with the nature and principles of the Quaker system, as far as it is disclosed in the case before us, to be bound down, as a body, as a Christian denomination, to a precise and unbending rule in matters of speculative opinion. They profess to believe in the continued influence and presence of the Holy Spirit, to the mind of each individual, humbly waiting for its manifestation to aid in the dis-

covery of divine truth. It would seem, therefore, that they must suppose it possible, that new truths may be discovered and so manifested as to require the assent of the true disciple, and thus add something to his existing faith. It is also true, as we understand, that they profess to believe that the Scriptures are given by inspiration, and are the unerring guide to Christian truth; and if any man supposes he has an inward light, contrary or repugnant to the truth of the Scriptures, it cannot be a true light. But perhaps there is no inconsistency in believing that the Scriptures of the Old and New Testament are a true and unerring guide to divine truth, yet that all the truths of Scripture have not been made manifest to the imperfect mind of man, and in the language of Father Robinson, of Leyden, that "more truth is yet to break forth from the Holy Scriptures." Should such be the fact; should the testimony of the Scriptures and the influences of the Holy Spirit concur in bringing to the conviction of humble, sincere, and inquiring minds, the knowledge of further Christian truths, manifested with a brilliancy and clearness not to be mistaken; it seems perfectly consistent with the avowed principles of the Society of Friends to adopt and sanction them, although they were not known to Pennington, Barclay, Fox, and the respected Founders of their Society, and under a full belief, that if the same light had been thrown on the same truths in their day, these sincere and seeking men would have humbly and devotedly embraced them.

We would not be supposed by this, to intimate that the Quakers have no creed, no theological tenets, to which they are strongly attached, and no superintending watchfulness over the soundness of the faith of their members and subordinate meetings, or that they allow any great latitude of discussion to their members, on theological subjects. On the contrary, the Discipline expressly prohibits the publication of all writings relating to their religious principles or testimonies, unless first laid before the Meeting for Sufferings, for their advice and concurrence, and their approval of them obtained.

What we mean to say is this; that if after solid and weighty consideration, humbly and conscientiously awaiting the guide

of best wisdom, the Yearly Meeting should fully unite in the proper as well as the Quaker sense of that term, in adopting some modification of their creed, or of their speculative opinions, adhering to their great principles of love and fraternal duty, it would, upon their professed principles, seem too much to say, that they would thereby cease to be Quakers, and cease to be the Society of Friends. Especially, we think, this could not be asserted by meetings and individuals, subordinate to them, who owe, ecclesiastically, allegiance to them, and to whom, so long as they remain subordinate, the decisions are final and infallible as well in matters of faith, as of conduct.

All disaffected members, having full liberty of conscience, might undoubtedly dissent from such opinions, and adopt different tenets; perhaps they might, by so doing, become better theologians, better Christians, and better men; but they would cease to be Friends in unity with such Yearly Meeting and with the Meetings and individuals subordinate to it. Such dissenting individuals might form themselves into Yearly, Quarterly, and Monthly Meetings, but this would be a new organization and not the identical body to which they had been formerly attached.

We should be unwilling to say, that there may not be a departure from the fundamental principles on which the Society is founded, on the part of the Yearly Meeting, the responsible head and representative of the whole body, in fact the Society itself, so deep and radical as to destroy its identity with the Society of Friends who had been invested by law with the enjoyment of property and civil rights. But if such a case be possible, it would seem to be a suicidal destruction of the body itself, leaving its property derelict. If heresy should infect individuals only, however numerous, they might be disowned and cut off and the body remain sound, but if the ultimate and infallible judge of what is essential to Quakerism, judges wrong, who, in pursuance of any of the forms or principles or discipline of Quakerism, shall declare the heresy or pronounce the disownment? But it is not necessary to pursue such a remotely possible supposition; we have barely alluded to it by way of protest against the conclusion, that no departure from

Christian truth and the principles of Quakerism, can be so great as to work a dissolution of the Society.

But we are saved the necessity of going further into this supposed test from creeds and opinions. The unhappy controversy indeed arose out of a jealousy or apprehension on the part of some of the Quaker body, that another part were covertly circulating and endeavoring to promote false doctrines in the Society; but we have no evidence, that any organized Meeting, Monthly, Quarterly, or Yearly, took any step as a body to promote or establish any opinion or tenet of belief, not entirely correct. The charge on the part of John Wilbur and his friends was, that the friends of the present plaintiffs, in the Monthly Meeting of the party with whom they were coöperating in the Quarterly and Yearly Meetings, were endeavoring to advance and promote the works and tenets of Joseph John Gurney; which, however, they denied. The charge was made against the Quarterly Meeting of which Bufum was Clerk, and the Yearly Meeting of which Abraham Shearman, Jr. was Clerk. It is now conceded, that at the last-mentioned Yearly Meeting, 1845, a narration and declaration was put forth, in which they avow and state their belief, in a manner admitted to be in conformity with the ancient testimonies of Friends, and satisfactory to those who affix the imputation of heresy to that same Yearly Meeting. This is said to be eleventh hour repentance; made to avoid the mischievous and dangerous consequences of what they had already done. But we see nothing penitential in it, no acknowledged change of belief or conduct, but a declaration of what then were and ever had been the doctrines and tenets held by them.

Nor do we see any evidence that any other or different opinion had been advanced. The argument strongly urged is, that the opinions of Gurney were unsound, and that the friends of Gurney have endeavored covertly, and by insidious means, to gain a predominance in the Quaker body, and that they had in fact gained an ascendancy in the Quarterly and Yearly Meetings. This is an imputation of wrong motives and purposes in individuals. No proof appears to establish

the truth of such imputation upon individuals, or if such motives did exist, that they have ever induced any Meeting to adopt any measure for the promulgation of false doctrines or unsound opinions.

We are then brought to test this question, by that which upon full consideration we consider the correct and proper standard, to wit, whether Oliver Earle and his associates, the plaintiffs, or Wm. Wood and his associate, the defendant, were the true, rightfully appointed Overseers of Swanzey Monthly Meeting, according to the Discipline, acknowledged to be the constitution and to embody the fundamental laws of the Society of Friends, expounded by the general usages of those persons of most experience and judgment, who have acted under it, and acknowledged its authority.

The precise question in issue here is, whether the plaintiffs at the time this suit was brought, in April, 1845, were entitled in equity to a conveyance of the estate granted by Elizabeth S. Danforth. If they were Overseers duly appointed according to the system of ecclesiastical polity, acknowledged by the Society of Friends, they were the officers contemplated and designated by the statute as Overseers of the Monthly Meeting. Words and terms in an act of legislation, relating to a class of persons, including all religious sects and denominations, must be expounded and applied, according to the sense and meaning in which they are known to be used in such class or denomination. The terms, "ministers," "deacons," "wardens," "vestry," and the like, when used in statutes as designating "officers," must be held to apply to persons thus designated in the church or community to which the statute relates, and to persons appointed or set apart to hold those offices, according to its constitution and usages.

The legislature in providing means for holding property in succession, for the use of Quakers, and designating Overseers of Monthly Meetings for that purpose, must have intended Overseers appointed, or set apart, in an orderly manner, according to the fundamental rules and usages of Quakers. The plaintiffs then must show, in order to entitle them as a corpo-

ration to a conveyance of this property, that they were Overseers so constituted, and so by force of the statute were *de facto* a corporation, competent to take and hold the property.

We must therefore inquire and judge, by this standard, of the correctness and regularity of the proceedings by which each party claim to be a corporation by force of the statute; yet it is proper to remark that this is an issue, collateral and incidental to the direct issue before us, which is that of equitable title. It follows, therefore, that although we must inquire and decide judicially, by their rules, upon the regularity of the proceedings, it is not with a view of affirming them, or setting them aside, but simply because it is incidental to the question of title which we must decide. We have no power to decide judicially, and directly affirm or annul the acts of individuals, or of Monthly, Quarterly, or Yearly Meetings, which are brought before us in the case, but simply to ascertain facts, upon which the real issue before us depends.

One further remark it seems proper to make before going to the evidence. This suit was brought in April, 1845. Subsequently, in June, 1845, the Yearly Meeting at Newport took place, at which proceedings were had, having a bearing on this case. By a supplemental bill, filed by the plaintiffs afterwards in October, 1845, the proceedings of this meeting were set forth. The supplemental bill was answered under protest, and much evidence was taken on it. It was objected, however, that these proceedings having occurred after the suit was brought, the court could not take notice of them.

If this objection does not come too late, of which we express no opinion, we think it is not well founded. I shall not pause at present, to give the authorities on which this opinion is based, but simply to say, that although the doings of the Yearly Meeting in June, 1845, have a bearing, and an important bearing, upon the question, still that question is, whether the plaintiffs had a title in April, 1845. They now claim no title which originated in the proceedings of the Yearly Meeting, or is founded in them. The bearing they have is to show, by relation back, whether the plaintiffs or the defendants, held that relation of Overseers of Swanzey Monthly Meeting, to which

the law annexed the powers of the corporation competent to require a conveyance of the Danforth estate.

1. The first direct question of fact upon the evidence, relates to the doings of Swanzey Monthly Meeting in July and August, 1844. A more extended reference was made to the evidence, when the opinion was given; but it is here briefly alluded to, for which the testimony of Thomas Wilbur, Seth Davis, David Shove, John Meader, Azariah Shove and others may be referred to.

There had been a growing dissatisfaction for some time in that Monthly Meeting, of which Thomas Wilbur had long been Clerk; a committee had been appointed long previously, according to usage, to report the name of a suitable person for Clerk, but had been unable to agree; the disorderly condition of that Monthly Meeting had attracted the attention of the Quarterly and Yearly Meetings, or that of the Committee of Sufferings, and Friends, from them attended to advise and assist. At the meeting in July, the business was opened by Thomas Wilbur; in the course of it, David Shove was nominated, not by any committee, as his opponents say irregularly; others testify, that his appointment was united with by the meeting; but this is denied; and it appears that it was not declared by the Clerk, nor did he relinquish his seat. At the August meeting there was a fuller attendance of Friends from the Quarterly and Yearly Meetings, and one of the controverted questions is, how far according to discipline, they could act, in advising, influencing, or directing the proceedings. Before the meeting was opened by the Clerk, Meader requested a pause and made a statement of the doings of the previous meeting, and proposed that the meeting should unite in the appointment of David Shove, which one side testify was fully done, which the other party deny. Thomas Wilbur did not relinquish his seat, but persisted in acting as Clerk, and considerable disorder ensued.

Taking the peculiar manner in which the sense of meetings is ascertained, it is very questionable whether the proposed nomination of the July meeting by three out of the Committee

of seven nominating David Shove as Clerk was regular ; and as the sense of the meeting in its favor, was not declared and minuted by the then acknowledged Clerk, it can hardly be maintained by other evidence, that he was chosen. But the meeting in August was attended by a Committee of the Quarterly Meeting and other Friends ; at this meeting David Shove at the opening, whether regularly or irregularly, was declared, and proceeded to act as Clerk, till the adjournment was announced ; but Wilbur still claimed to act, and when the meeting was declared adjourned, he and his friends refused to recognize the adjournment, but continued, and after Shove and his friends had retired, proceeded to organize, choose a Clerk and Assistant, and Overseers and Representatives to the Quarterly Meeting, and adjourned. The meeting of which Shove claimed to be Clerk, also chose Clerk, Overseers, and Representatives. Earle and his associates were chosen Overseers by the latter ; Wood and his associates were chosen Overseers by the former. The actual division took place here.

Without recapitulating the evidence, which is very voluminous, we should be inclined to the opinion, that at the August meeting Shove must be taken to be the authorized Clerk ; that those who remained after the adjournment was announced, and elected Wilbur Clerk, and Wood and others Overseers, acted irregularly, and became seceders ; and if Shove had been improperly elected, they should have sought their remedy by an appeal to the Quarterly Meeting, and ultimately, if need be, to the Yearly Meeting. But if the case depended solely or mainly on this point, we should go into a more minute and thorough examination of the evidence, as to the exclusive authority of the Clerks for the time being, to propose every question, and especially as to the right and power of Committees of the Quarterly and Yearly Meetings and other Friends, to attend, advise, and act at Monthly Meetings.

2. The next inquiry is, concerning the regularity and proceedings of the Rhode Island Quarterly Meeting of which Buffum was Clerk, held in November, 1844.

The Rhode Island Quarterly Meeting was the ecclesiastical

Superior, to which Swanzey Monthly Meeting was subordinate, and owed submission and obedience. In this respect the Society of Friends are similar to religious communities acting under a hierarchy or regular church government, as the Catholic, Episcopal, Presbyterian, and Dutch Reform Churches. We are so accustomed to the independence and absolute freedom of each church, as recognized by Congregationalism, that we may not duly appreciate the obligation of obedience to ecclesiastical authority. Men are not bound to be Quakers; but if they would be Quakers and brethren in unity with each other, and with their common superiors, they must conform to their rules and judgment.

As the facts in regard to the Rhode Island Quarterly Meeting, in November, 1844, are scarcely controverted, we may as well take the statement from the testimony of Thomas Wilbur. It is conceded that, at the opening of this Quarterly Meeting, David Buffum was Clerk, as he had been several years; the Meeting, therefore, was opened, and proceeded regularly to business. Of course it must so continue till the organization was changed, by the appointment of another Clerk. Accounts were presented and Representatives approved, as well from the body claiming to be the Monthly Meeting, of which David Shove was Clerk, as from that of which Thomas Wilbur was Clerk. The term "accounts" is used technically, and is understood to be a written return of the Monthly Meeting authenticated by its Clerk, to the Quarterly, stating answers to certain standing queries respecting its condition, notice of any business to which the attention of the superior is asked by the inferior, and also the names of the Representatives chosen to attend and form the Quarterly Meeting. The accounts sent by the Meeting, of which Shove was Clerk, were received, and the Representatives from that Meeting recognized; those from the Meeting of which Wilbur was Clerk were not. The account of the former was read and adopted as emanating from the genuine Monthly Meeting, and at the same time the Quarterly Meeting appointed a few persons to have the care of that Monthly Meeting for a time. The witness then goes on to state, that as David Buffum did not appear disposed to trans-

act the regular and legitimate business of the Quarterly Meeting, it was proposed to appoint another Clerk in his place, but it was not done until David Buffum and his party had accomplished their business and left the house, when the Representatives retired to another part of the house to report suitable persons, etc., who returned and proposed Thomas Wilbur for Clerk of Rhode Island Quarterly Meeting, and Charles Perry for Assistant Clerk, who were united with, by those present, and they proceeded to do the business of the Meeting. It appears by a minute of the proceedings of this Meeting, that the Representatives of no other Monthly Meeting voted in it, except those appointed by the Swanzey Monthly Meeting, of which Thomas Wilbur was Clerk.

These minutes contain a special report, drawn up by a committee to be entered on their minutes in which they seek to palliate and justify their proceedings, on the ground of undue influence and oppression on the part of those who have assumed to be ruling members in the Quarterly Meeting, and who have also supported a certain writer or writers of doctrines at variance with the long-established principles of the Society; they defend themselves and testify against the course and proceedings of those ruling members of Rhode Island Quarterly Meeting, for the reason that they have separated themselves, and departed from the order of the Society.

It appears to us clear, from the evidence, that this attempt to set up another Rhode Island Quarterly Meeting under Wilbur, as the true meeting, was wholly null and void. The Quarterly Meeting opened and proceeded under Buffum until it was closed by adjournment; during this time a proposal was made by some one, not stated by whom, certainly not by the Clerk Buffum, or by any committee, but it is conceded that it was not adopted. This meeting, thus constituted in regular form under Buffum, did act upon the subject of deciding which was the true Swanzey Monthly Meeting. Both accounts were before it; the Representatives of both were present; those of the Wilbur meeting urged the admission of their claims, but the account signed by David Shove was read and adopted, as emanating from the genuine Monthly Meeting. Both could

not be received; one was entitled to be received; a decision between them must be made, and the adoption of the one was necessarily the rejection of the other.

We think it manifest, from the evidence, that this attempt on the part of the Representatives of Swanzey Monthly Meeting, after the regular Quarterly Meeting had closed, to set up another Quarterly Meeting, was wholly unwarranted, contrary to discipline and to usage; that they themselves considered it irregular, and a proceeding which required an apology; but the apology, for the reasons given, fails, and cannot justify them in separating and setting up another meeting with the character of a regular Quarterly Meeting. The reasons might satisfy their own consciences in separating, but in doing so, they put themselves out of unity, and ceased to be Quakers or Friends in unity.

For these reasons the Court are of opinion, that the question, which of the Monthly Meetings was the true one, was within the jurisdiction of the regular Quarterly Meeting, of which Buffum was Clerk; that it was directly before them; that they decided it; and that that decision must stand, until reversed or modified by the Yearly Meeting.

3. We are then brought to the consideration of the doings of the Yearly Meeting for New England, held at Newport, in June, 1845. For reasons already given, we think these proceedings are rightly before us, because they relate back to and affect the question, who were the true Overseers of Swanzey Monthly Meeting when the suit was brought.

The Yearly Meeting is recognized as the tribunal of last resort; its decisions of all matters within its jurisdiction are conclusive, and all true Friends are bound by them.

But here again we are met with the difficulty that there are two bodies, each claiming to be the true Yearly Meeting; whilst it is clear that one only can justly have that character, and exercise this unquestionable controlling power. Nor is it safe to decide this question upon minutes and records alone, because each has its Clerk and minutes, which may appear fair and regular, but the jurisdiction must be decided by the evi-

dence. It is not necessary to consider this evidence minutely. It is clear that when the meeting met at Newport, Abraham Shearman, Jr. was the acknowledged Clerk; on Monday, the first day for business, he opened the meeting, and the business proceeded in due order. But there were two accounts, and two sets of Representatives from Rhode Island Quarterly Meeting, and the question was, which should be received, and this required immediate consideration. It was provided by the Discipline, and had been the usage of the Yearly Meeting after the forenoon adjournment of the first session of the meeting for business, for the Representatives of all the Quarterly Meetings to assemble and agree on the nomination of a suitable person for Clerk, to be reported to the Yearly Meeting in the afternoon. On account of this difficulty, of there being two sets of Representatives from one Quarterly Meeting, the meeting before the adjournment, agreed to refer the question, which was the true body of Representatives, to the Representatives of all the other Quarterly Meetings, and that the appointment of a Clerk should be postponed, instead of being made at the afternoon session of the same day. The Representatives from the Wilbur Meeting declined to appear and submit their case to the other Representatives as a Committee, and in the afternoon, when the Yearly Meeting again assembled, Prince Gardner proposed that Thomas B. Gould should be Clerk, and said that some of the Representatives had met according to Discipline and nominated him. A very large number of all the other Representatives denied that any such nomination had been made, yet as some united in the appointment of Gould, he was declared elected, but not by the Clerk.

It appears to us very clear, upon the evidence, that though this action was made the occasion of holding a separate meeting under Gould, yet that as a legitimate Yearly Meeting, it was altogether irregular and void. Gould's own minute seems quite conclusive. Giving an account of this meeting, after a long recital of grievances, oppression, heresy, and misconduct, on the part of leading men, he states, that it was regularly formed under Shearman as Clerk; that the question, as to which set were the true Representatives, was referred to the

other Representatives, and states the reasons why those coming from the Wilbur meeting, declined so to submit the question, and proceeds to state, that in the afternoon, Prince Gardner, on behalf of the Representatives from Rhode Island Quarterly Meeting, and some of those from Sandwich Quarterly Meeting, reported that they had been together and were united in proposing the name of Thomas B. Gould for Clerk of this meeting for the ensuing year, and of Charles Perry for Assistant Clerk; and the nominations being fully united with, *by those who have been for some years laboring under much oppression, for the support of the order and discipline and of the testimonies and doctrines of our religious Society upon their original foundation*, they were accordingly appointed.

This was the basis of the secession, and of an attempt to organize a separate Yearly Meeting. The only apology for offering such a nomination by Gardner at that time, after the meeting had agreed to postpone the appointment of Clerk till after the decision of the other question, was, that the Discipline so required it. But the Discipline was the act of the Yearly Meeting, prescribing a convenient general rule, adapted to ordinary occasions; but the power which could make, could modify or suspend this rule, and had done so. The Clerk, declared to be chosen, in his minutes does not venture to assert that his nomination was united with by the meeting, but only by those who had been oppressed.

The only reason assigned by way of justification or apology, is, that they and their friends had been oppressed. Whether this justification could have availed, had such oppression been proved to be done, or sanctioned by the Yearly Meeting, would present a very different question. But at this time the Yearly Meeting had done no act, refused no application for redress, declared no heretical opinion, nor taken any step to be complained of.

The argument is, that they were bound to choose a Clerk on the first day; suppose it be so, and that they failed of duty in that respect, does that dissolve the Society, or warrant a small minority, against the declared sense of a great proportion of all the members present, to do an act, which can only

be done in pursuance of the solid sense of the whole body, taken, declared, and minuted by its only acknowledged regular officer?

On the evidence, the court are of opinion, that the Yearly Meeting, attempted to be formed under Gould, was not and scarcely professed to be, formed according to discipline; but that they separated to avoid the rightful authority and controlling action of the Yearly Meeting, to which they were subordinate; and although they professed to do this, for what they deemed to be good cause, yet they thereby became separatists, and ceased to be in unity with the Society of Friends; but that the Yearly Meeting of which Shearman was Clerk, was rightly formed and conducted as the Yearly Meeting for New England, and that they had done no act to forfeit their rights and claims to the supremacy belonging to them by the discipline and fundamental law of the Society.

4. Supposing, then, that the Yearly Meeting of which Shearman was Clerk was duly constituted as the Yearly Meeting for New England, the Court are of opinion that they had jurisdiction of this question, and that they acted and decided definitively on the subject. The question was directly before them, which were the true Representatives; and this depended on the question, which were the true Monthly and Quarterly Meetings; they considered it necessary to settle this, before proceeding to the principal business of the meeting, in order to give the legitimate representatives of Rhode Island Quarterly Meeting their just voice and weight in its proceedings. The reception of one set, as true and legitimate, was the rejection of the other.

Was this question fairly decided? According to discipline all Friends at a Yearly Meeting act in its deliberations and doings; but there are seven or eight Representatives, deputed from each Quarterly Meeting to the Yearly.

This question was referred to all the representatives except the two contesting sets. They were a select body, apparently impartial; they gave notice to both parties of the time for hearing them; afterwards made their report to the Yearly Meeting,

and gave notice to those to whom the report was adverse, that it was to be taken up and acted on; they declined to attend; and after solid consideration, it was adopted and entered on the minutes of the Yearly Meeting.

At the same meeting a narration was put forth as the official and authoritative judgment of the meeting adopted by them, and ordered to be authenticated as their act, in which the complainants are recognized and declared to be the rightful Overseers of Swanzey Monthly Meeting, appointed in August, 1844.

We have already alluded to the objection, that the jurisdiction of the Yearly Meeting, of June, 1845, was superseded or suspended by the pendency of this suit, by which the jurisdiction was transferred to this court. We see no weight in this objection; the jurisdictions are over different questions, and exercised *diverso intuitu*. The one determines a rule of order and regularity of discipline; the other, a question of property and equitable right. The one acts directly upon the doings of a subordinate body, and approves or reverses them; the other inquires into their regularity, to ascertain and declare the rights dependent on them.

It was intimated in the argument, that the rights of the Monthly Meetings, could not, by the Discipline, be drawn in question before the Yearly or Quarterly Meeting, without a complaint of misconduct, notice, and an opportunity to answer. But there was no question here, as to the rights of the Swanzey Monthly Meeting; but as to the claims of certain individuals to be the rightful Overseers, Representatives, and officers of the Swanzey Monthly Meetings.

On the whole case, the court are of opinion, that the Complainants are entitled to a decree for the establishment of their title to the land and meeting-house, as prayed for in their Bill.

FINAL DECREE.

THE following is a certified copy of the final decree passed by the Court:—

“BRISTOL, ss. *Supreme Judicial Court, November Term, 1852.*

“In the case, Oliver Earle et als., in Equity, v. William Wood et als.

“And now this cause having been heard, and having been argued by counsel, therefore, upon consideration thereof, it is ordered and adjudged and decreed as follows, to wit:— That the defendants, William Wood, Miller Chace, Seneca Lincoln, Philip Tripp, and William Slade, named as plaintiffs in a certain suit at law, described in said Bill, be and hereby are perpetually enjoined from further prosecuting the said suit at law, and from all further proceedings therein; and that all further proceedings in said suit at law be perpetually stayed by this injunction; and that the lands described, and in said action at law demanded, be, and they hereby are declared to be charged with a trust in favor of, and that they are held for, the use of the Swanzey Monthly Meeting of the people called Quakers, in unity with the Yearly Meeting of said people for New England; and that the following named heirs at law and devisees of Jonathan Chace, Benjamin Slade, and Reuben Chace, named in said Bill as the grantees of Elizabeth S. Danforth, to wit: Abner Slade, Elizabeth Shove, Susan S. Gifford,

wife of Lilly Gifford, and said Lilly, Content S. Earle, wife of Weston Earle, and said Weston, Ruth B. Buffington, wife of Moses Buffington, and said Moses, Rebecca Shove, Philip Chace, Israel Chace, Levi Chace, Sybil Buffum, wife of Edw. Buffum, and said Edward, Jonathan C. Anthony, Mary B. Slade, wife of Levi Slade, and said Levi, Sarah C. Borden, wife of John H. Borden, and said John H., Gardner C. Anthony, Elizabeth S. Millard, wife of Ellery Millard, and said Ellery, Ira Hallowell Chace, and John B. Chace, against whom this Bill is to be taken for confessed, be, and they hereby are decreed, at the cost and charge of said Monthly Meeting, to convey so much as has been vested in them of the legal title to the said lands described in said Bill, which, by the said deed of the said Elizabeth S. Danforth, was vested in the said Jonathan Chace, Benjamin Slade, and Reuben Chace, and their heirs on the trusts aforesaid, for the use and benefit of the said Swanzey Monthly Meeting, of which the said Complainants are hereby adjudged to have been, as in said Bill alleged, the only constituted and appointed Overseers, to the Overseers thereof, to hold to them in their said capacity as Overseers, and their successors in said office, upon the trust aforesaid, and that a perpetual injunction is hereby granted them, the said heirs and devisees, and each of them, restraining them, and every of them from setting up any right or claim in themselves by virtue of said deed of Elizabeth S. Danforth, and that a perpetual injunction against the said William Wood, Miller Chace, Seneca Lincoln, Philip Tripp, and William Slade, who are plaintiffs in said action at law, be, and hereby is granted to restrain them from setting up or claiming any right or title to the said lands, under or by virtue of a certain instrument named in the answers to the Bill and Supplementary Bill purporting to be a deed of Thomas Wilbur of the lands aforesaid, but by which said deed no legal or other title passed to the grantees therein named, and from setting up or claiming any title or right thereto, under claim of being Overseers of said Swanzey Monthly Meeting: and it is further ordered and decreed that the said last-named defendants, being plaintiffs as aforesaid, in the said action at law, pay to the Complainants,

APPENDIX.

A.

[See *R. Choate's Argument*, p. 196.]

THE edition of J. J. Gurney's Work, entitled "Observations on the Distinguishing Views, etc.," — two hundred copies of which were contained in the list of books, as purchased by the "Trustees of Obadiah Brown's Benevolent Fund," and which list was laid before the Meeting for Sufferings of New England Yearly Meeting in 1844, was printed at the press of Mahlon Day & Co., in New York, in 1840.

The passage objected to by the "Philadelphia Appeal," stands as follows in this edition of the "Observations," p. 198.

"It has often been remarked, that the secret breathing of the soul, and the inaudible sigh of the broken spirit, are prayer in the sight of God; and this is certainly true; but we ought not to rest satisfied with these *alone*. Prayer flowing from the heart, and yet flowing in *words*, was plainly commanded by our Saviour, when he said, 'After this manner therefore pray ye, our Father,' etc. (Matt. vi. 9.)

"To the occasional use of the prayer which our Lord condescended to recite, I cannot conceive that any reflecting Christian can for a moment object; yet I do not understand our Lord's words as rendering this form imperative; but only as enjoining upon us to pray *after this manner*; that is, in such clear and emphatic words, as shall plainly express our humble adoration of God, and our earnest entreaty for his grace and preservation."

Immediately following the above passages in the "Observations," but not noticed by the "Philadelphia Appeal," Joseph John Gurney writes as follows:—

“Can we, then, rightly express ourselves in prayer, even in private, unless our hearts are prepared for the duty? I believe not. The mere appearance of prayer, without a *mind* to pray—a dry, formal use of words, without life and feeling—can yield no glory to God, and no benefit to man. The great principle that ‘God is a Spirit,’ and that ‘they who worship him, must worship him in spirit and in truth,’ applies in all its force, to our private as well as public devotions; and we learn from the Apostles, that the prayers and thanksgivings of Christians ought to be ‘in the Spirit,’ (Eph. vi. 18,) ‘in the Holy Ghost,’ (Jude 20).”

The agreement of these views with those of Robert Barclay may be seen from the following extract.

From Robert Barclay's Work, entitled “Quakerism Confirmed.”

“Another instance brought by the students, is, that an heretic forbearing prayer a year or two, or his whole lifetime, may justify himself of this doctrine. To this it was answered, that though he may pretend, yet he hath no just ground from our principle: for we believe, that all men are bound to pray often unto God, yea, daily; and that God doth inwardly call and move all men often unto prayer, during the day of their visitation: and when that is expired, or when at any other time they want that inward call or influence through unfaithfulness, they are still bound; and if they pray not they sin, because they ought to have an influence. But that our account saith, all have not utterance to pray in words, is no excuse for heretics: for they must needs acknowledge, as well as we, that all have not utterance, who may be good Christians; seeing some that are naturally dumb, may be good Christians, and yet they must confess, these have not utterance. Also many good Christians who have no natural impediment, do want utterance in a spiritual way, to speak or pray vocally in the hearing of others at some times; *although we believe it is given at times to all that are faithful (who have no natural defect) that they may pray vocally, or in the hearing of others;* but how often, it is more than we can determine, seeing it is not revealed. But if any fail of this utterance through unfaithfulness, their sin is nothing the less, if they omit prayer.

“And thus their last two instances are answered. For we do affirm with great freedom, that all who are faithful to the Lord, never want sufficient inspiration or influence to wait upon God, fear him, love him, desire his grace, and divers other inward duties. We say not

all: for some inward duties, such as meditation on a particular subject or place of Scripture are not always required, more than it is always required to speak; but if they be unfaithful, we deny not, but they may and will want them. And in that case, although they want inspirations and influences, they are bound to pray, yet not without them, but with them. As a man that wanteth both money and goods to pay his debt, yet is bound to pay his debt; yet he must not, nor ought not to pay it without money or goods. The example is clear, and the application is easy." — *Barclay's Works, Philadelphia edition, printed by Thomas Kite, 1831.* Vol. III. pp. 131, 132.

B.

[See *R. Choate's Argument*, p. 207.]

"I affirm and that according to truth, that as the church and assembly of God's people may and hath power to decide by the Spirit of God in matters fundamental and weighty, (without which no decision nor decree in whatever matters is available,) so the same church and assembly also in other matters of less moment, as to themselves, (yet being needful and expedient with a respect to the circumstance of time, place, and other things that may fall in,) may and hath power by the same Spirit, and not otherwise, being acted, moved, and assisted, and led by it thereto, to pronounce a positive judgment; which, no doubt, will be found obligatory upon all such, who have a sense and feeling of the mind of the Spirit; though rejected by such, as are not watchful, and so are out of the feeling and unity of the life. And this is that, which none that own immediate revelation, or a being inwardly led by the Spirit, to be now a thing expected or dispensed to the saints, can without contradicting their own principle deny; far less such, with whom I have to do in this matter, who claiming this privilege to particulars, saying, 'that they being moved to do such and such things, though contrary to the mind and sense of their brethren, are not to be judged for it;' adding, 'why may it not be so, that God hath moved them to it?' Now if this be a sufficient reason for them to suppose as to one or two, I may without absurdity suppose it as well to the whole body. And therefore as to the first, to wit, —

"The nature of the things themselves. If it be such a thing, the

doing or not doing whereof, that is, either any act or the forbearance of any, may bring a real reproach or ground of accusation against the truth professed and owned, and in and through which there may a visible schism and dissension arise in the church, by which truth's enemies may be gratified, and itself brought into disesteem; then it is fit for such, whose care is to keep all right, to take inspection in the matter, to meet together in the fear of God, to wait for his counsel, and to speak forth his mind, according as he shall manifest himself in and among them. And this was the practice of the primitive church in the matter of circumcision. For here lay the debate: some thought it not needful to circumcise the Gentiles; others thought it a thing not to be dispensed with; and no doubt, of these (for we must remember, they were not the rebellious Jews, but such as had already believed in Christ) there were, that did it out of conscience, as judging circumcision to be still obligatory. For they said thus; except ye be circumcised after the manner of Moses, ye cannot be saved. Now what course took the church of Antioch in these cases? Acts xv. 2. They determined that Paul and Barnabas, and certain other of them should go unto Jerusalem, unto the apostles and elders about this question. We must not suppose they wanted the Spirit of God at Antioch, to have decided the matter, neither that these apostles neglected or went from their inward Guide in undertaking this journey; yet we see, they judged it meet in this matter to have the advice and concurrence of the apostles and elders, that were at Jerusalem, that they might be all of one mind in the matter. For there is no greater property of the Church of Christ, than pure unity in the Spirit, that is, a consenting and oneness in judgment and practices in matters of faith and worship (which yet admits of different measures, growths, and motions, but never contrary and contradictory ones; and in these diversities of operations, yet still by the same Spirit, the true liberty is exercised, as shall be declared hereafter): therefore prayeth Christ, that they all may be one, as he and the Father is one." — *Barclay's Anarchy of the Ranters* — *Barclay's Works, Phila. Edition, 1831, Vol. I. pp. 517, 518, 519.*

C.

[See R. Choate's Argument, p. 209.]

From the answer of Thomas Wilbur, the Clerk of Swanzey Monthly Meeting before the separation, to the fourth interrogatory in chief:—

“Unlike most other bodies, either ecclesiastical or civil, the Society of Friends impose much responsibility on persons acting as clerks of their meetings. Hence they endeavor to confer this appointment on persons of known sobriety and integrity, and persons whose judgment and weight of religious character, entitles them to the entire confidence of their Friends, for it sometimes happens that very much depends on the deliberate and judicious manner in which questions as to what is the true sense of the Meeting, are decided by the Clerks. The Society of Friends never decide questions by majorities, but where a difference of opinion exists, it is frequently spoken of in much freedom and gentleness, and almost always in much submission to the judgment of those whose opinions may conflict with our own; but where unanimity of opinion is not come to by the speakers, neither party yielding to the opinion or views of the other, and both press the question, then *it becomes the painful duty of the Clerk to decide the question at issue,** by declaring what is, in his judgment, the solid sense of the meeting, and this he does by taking into view the weight of religious experience, and character of those who have shown their views on the point to be settled.

“The Clerk is not to let his own peculiar views bias him to this or the other side of the case, but to seek as much as may be for that wisdom which never errs, that his decisions may savor of truth and righteousness. The foregoing is, as I understand, the manner of doing business among Friends generally. But Swanzey Monthly Meeting has for at least twenty or more years past, pursued a course somewhat different, and perhaps rather peculiar to itself. After my attachment to said meeting a question arose upon which a difference of opinion existed, and continued so to exist in spite of discussion, when an aged and influential man arose on the gallery seat, and observed, ‘that as we have long been in the practice of standing still when we cannot go forward unitedly, it is my judgment that we do not now depart from this precept of Holy Writ, but that the subject be continued.’

* The italics are the Compiler's.

“This opinion was at once adopted by the meeting, and this has been the uniform practice of Swanzey Monthly Meeting to the present time, with a solitary exception, wherein one individual stood against the entire meeting, until the Clerk decided that the sense of the meeting was against him, when he arose and yielded the point very harmoniously, and much to his own credit. No other original question (with the exception just mentioned, where said individual stood against the entire meeting) has to my knowledge ever been carried over the head of a single Friend during my connection with Swanzey Monthly Meeting.

“I have not been much in the way of attending other Monthly Meetings than those constituting Rhode Island Quarterly Meeting, all of which I have occasionally attended. I have attended New York Yearly Meeting once, and also Philadelphia Quarterly Meeting some time since, and as far as I have had an opportunity of judging, I think the mode of action first spoken of has pretty generally been followed by the Clerks of Meetings for business.”

ERRATA.

- Page 70, 8th line, insert 1840 for 1848.
- “ 75, 30th “ *Job Chace* should be in Italics.
- “ 101, 19th “ *Mecting* should be *Meetings*.
- “ 109, 21st “ insert *as* between *us* and *a*.
- “ 132, 24th “ *Complaints* should be *Complainants*.
- “ 168, 25th “ *and* should be *of*.
- “ 214, 11th “ *for and to make read and to order them to make*.
- “ 221, 3d “ *power* should be *person*.
- “ 221, 4th “ *their* should be *then*.
- “ 227, 32d “ *a* should be *any*.
- “ 230, 25th “ *Officers* should be *Affairs*.
- “ 235, 29th “ *it is* should be *they are*.
- “ 235, 34th “ *Overseer* should be *Overseers*.
- “ 237, 26th “ *devotedly* should be *devoutly*.
- “ 240, 8th “ *Associate, the defendant* should be *Associates, the defendants*
- “ 241, 36th “ *in* should be *on*.
- “ 250, 29th “ *Meetings* should be *Meeting*.



