

Diocese of New Jersey:

JOURNAL OF PROCEEDINGS,

OF

AN ADJOURNED CONVENTION;

HELD IN TRINITY CHURCH, NEWARK,

On Wednesday, 14 July,

MDCCCLII.



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1852.

# JOURNAL.

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*Trinity Church, Newark, July 14th, 1852.*

This being the time and place appointed by the Convention of the Diocese of New Jersey, for an adjourned meeting of said Convention, after Morning Prayer by the Rev. Messrs. Boggs and Pratt, and the reading of the ante-Communion service by the Bishop, assisted by the Rev. Mr. Finch, the Convention was called to order by the Bishop.

The following Lay-deputies, not present at the late annual Convention, appeared and took their seats:

John R. Watson,

W. A. Appleby,

H. B. Wilson,

E. M. Jones,

John W. Law,

R. P. Thompson,

C. C. Stratton.

The Committee appointed to investigate the charges made against the Right Reverend the Bishop of this Diocese, by the Bishops of Virginia, Ohio and Maine, then presented their Report; which is subjoined.

Whereupon it was *Resolved*, That the Report of the Committee be accepted, and the Committee discharged.

The Convention then resolved itself into a Committee of the Whole, for the purpose of considering the Report just accepted; when the Bishop called the Rev. Mr. Dunn to the chair.

The Committee, after some time spent in discussion, rose, and reported the following resolutions to the Convention.

## RESOLUTIONS.

1. *Resolved*, That the result of this investigation, and the evidence now laid before the Convention, renew and strengthen the confidence, heretofore expressed in the integrity of the Rt.

Rev. the Bishop of this Diocese ; and, in our opinion, fully exculpate him from any charge of crime, or immorality, made against him.

2. *Resolved*, That the Convention of New Jersey has now fulfilled the duty, which previous Conventions have felt and expressed their readiness to fulfill, of making a full, searching and honest inquiry into any allegation against the Bishop, when formally brought before it, upon definite charges ; and we appeal to the Church at large, to ratify our declaration, that this duty has been performed faithfully, and, in the fear of God.

3. *Resolved*, That a Committee of four clergymen and three laymen be appointed, by ballot, to lay the Report of the Committee, and the accompanying evidence, before the Court appointed for the trial of the Bishop : and that such Committee present a written representation, on behalf of this Convention, setting forth its legal and canonical position and rights ; and earnestly and respectfully urging the Rt. Rev. Bishops, to consider, whether, (apart from all abstract questions of power), it will be wise, or just, or for the peace of God's Church, to proceed further upon the charges laid before them.

4. *Resolved*, That the Report and testimony be printed in the Journal ; and that a copy of the same be transmitted to every Bishop of the Church, and to the Standing Committees of such dioceses as are without a Bishop, or whose Bishop is under disability.

The question occurring on the passage of the first resolution, C. Parker proposed the following amendment : Strike out the latter part, as follows "And in our opinion fully exculpate him from any charge of crime, or immorality, made against him : " which was lost.

The first Resolution was then adopted, by yeas and nays, as follows ; the Bishop declining to vote :

*Yeas, of the Clergy.* Rev. Messrs. Dunn, Germain, Finch, Stubbs, Putnam, Lybrand, Boggs, Frost, Phillips, Rankin,

Bartlett, Southard, Rosé, Pettit, Hyde, Wheeler, Rowland, Stickney, E. K. Smith, Goodwin. 20.

*Yeas, of the Laity.* St. Mary's Church, Burlington; Christ, New Brunswick; St. Andrew's, Mount Holly; Christ, Shrewsbury; St. John's, Spottswood; St. Peter's, Freehold; Christ, Newton; Trinity, Swedesboro'; St. John's, Salem; St. Thomas', Glassboro'; St. Paul's, Paterson; St. Peter's, Morristown; St. Paul's, Camden; Trinity, Princeton; St. Paul's, Rahway; Grace, Newark; St. Andrew's, Lambertville; Grace, Jersey City; St. Paul's, Trenton; Ascension, Gloucester; House of Prayer, Newark. 21.

*Nays, of the Clergy.* Rev. Messrs. Henderson, Starr, Peet, Bowden. 4.

*Declined voting.* Rev. Mr. Lowell. 1.

*Nays, of the Laity.* Trinity, Newark; Christ, Allentown; St. Michael's, Trenton; St. Matthew's, Jersey City; Christ, Belleville. 5.

The second resolution was then adopted, by yeas and nays, as follows:

*Yeas, of the Clergy.* The Rev. Messrs. Dunn, Finch, Germain, Stubbs, Putnam, Lybrand, Frost, Phillips, Rankin, Bartlett, Southard, Pettit, Hyde, Rowland, Stickney, E. K. Smith. 16.

*Yeas, of the Laity.* St. John's Church, Elizabethtown; St. Mary's, Burlington; Christ, New Brunswick; St. Andrew's, Mount Holly; Christ, Shrewsbury; St. Peter's, Spottswood; St. Peter's, Freehold; Christ, Newton; Trinity, Swedesboro'; St. John's, Salem; St. Thomas', Glassboro; St. Paul's, Paterson; St. Peter's, Morristown; St. Paul's, Camden; Trinity, Princeton; St. Paul's, Rahway; Grace, Newark; St. Andrew's, Lambertville; Grace, Jersey City; St. Paul's, Trenton; Ascension, Gloucester; House of Prayer, Newark. 22.

*Nays, of the Clergy.* Rev. Messrs. Starr, Boggs. 2.

*Nays, of the Laity.* Trinity, Newark; Christ, Allentown; St. Michael's, Trenton; St. Matthew's, Jersey City; Christ, Belleville. 5.

*Declined to vote.* The Rev. Mr. Lowell, 1.



*Divided.* St. Peter's, Perth Amboy, 1.

The third resolution was then adopted, by yeas and nays, as follows :

*Yeas, of the Clergy.* Rev. Messrs. Dunn, Finch, Germain, Stubbs, Putnam, Lybrand, Frost, Phillips, Rankin, Bartlett, Southard, Pettit, Hyde, Rowland, Stickney, E. K. Smith, Goodwin. 17.

*Yeas, of the Laity.* St. Peter's, Perth Amboy; St. John's, Elizabethtown; St. Mary's, Burlington; Christ, New Brunswick; St. Andrew's, Mount Holly; Christ, Shrewsbury; St. Peter's, Spottswood; Christ, Newton; St. Thomas', Glassboro'; St. Paul's, Paterson; St. Peter's, Morristown; St. Paul's, Camden; Trinity, Princeton; St. Paul's, Rahway; Grace, Newark; Grace, Jersey City; St. Paul's, Trenton; Ascension, Gloucester; House of Prayer. 19.

*Nays, of the Clergy.* Rev. Messrs. Starr, Peet, Boggs. 3.

*Nays, of the Laity.* Trinity, Newark; Christ, Allentown; St. Michael's, Trenton; Trinity, Swedesboro'; St. John's, Salem; St. Matthew's, Jersey City; Christ, Belleville. 7.

*Declined voting, of the Clergy.* The Rev. Mr. Lowell. 1.

*Declined voting, of the Laity.* St. Peter's, Freehold; St. Andrew's, Lambertville. 2.

The fourth resolution was adopted, without a division.

On motion, the ballot required by the third resolution was dispensed with; and the following were appointed the Committee, under that resolution; the Rev. Messrs. Southard, Finch, Williams and Rankin; the Hon. D. B. Ryall, the Hon. J. W. Miller, and the Hon. E. B. D. Ogden.

Two thousand copies of the Journal were ordered to be printed.

After singing the "Gloria in Excelsis," and prayer and benediction by the Bishop, the Convention adjourned *sine die*.

G. W. DOANE, D. D., LL. D.,  
*ex officio*, PRESIDENT OF THE CONVENTION.

Attest: ANDREW BELL PATERSON, SECR'Y.

# Report

TO THE

## CONVENTION OF THE DIOCESE OF NEW JERSEY;

Held at Newark, on the 14th day of July, A. D., 1852,

pursuant to adjournment.

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The Committee of Lay Members of said Convention, appointed on the 27th of May last, at the regular Annual Meeting, "to make a full investigation of all the charges" contained "in a paper, in the nature of a Presentment," signed by the Rt. Rev. Bishops of Virginia, Ohio and Maine, against the Rt. Rev. George W. Doane, Bishop of the Diocese, and laid on the Table of the said Annual Convention, by said last named Bishop, pray leave to report.

That, as directed by the Resolution of the Convention, they proceeded, with diligence, to the discharge of their duties; and, on the evening of the day of their appointment, organized and, appointed their first meeting on Wednesday, the 9th of June, at 11 o'clock A. M., at Belden's Hotel, in the City of Burlington, and sent notices to the four Laymen, referred to in the said presentment, who had made complaint to the said Bishops; and also to the party accused; respectfully inviting them to attend at said Meeting, with such evidence as they had or knew of, touching said charges.

That, at the time and place named, the Committee met; and written communications were received from the said four Laymen marked, Exhibits 2, 3, 4 & 5 (making part of this Report): Messrs. Caleb Perkins, P. V. Coppuck, and Bennington Gill, declining to appear, for the reasons assigned in their respective communications; and the Hon. Wm. Halsted, in his communication (Exhibit No. 2.), after certain protestations, desiring to know, distinctly, from the Committee, before he made up his

mind, as to the course he should pursue, the following facts : whether he was noticed as a party or as an attorney of a party to the proceedings ; and whether if he attended before the Committee, he should be allowed to cross-examine the witnesses, produced on the part of Bishop Doane, and to produce witnesses against him ; and, in particular, if the evidence on both sides would be taken down in writing, and reported to the Convention ; and also whether the Committee would seek for themselves, the evidence to sustain or disprove the charges, or if they intended to examine those only who should voluntarily appear before them, in Burlington : at which time, the Rt. Rev. Bishop Doane appeared before the Committee, and tendered himself ready to meet and proceed in the investigation. On the day of meeting, neither the accusers of the Bishop, nor any witnesses to sustain the charges, appearing before the Committee, they conceived, they might in justice to the accused, then have closed their labors, and reported the case to the Convention : that, by the common principles of justice, a day of investigation being assigned, and the parties, accusers and accused, being notified to appear, and present their evidence to sustain or rebut the charges made against the Bishop, and he tendering himself ready to meet the charges, and the accusers declining or refusing to be present, for the reasons assigned in their respective Communications, the Bishop of this Diocese had a right to claim a report in his favor, that he was justly entitled to the entire confidence of this Convention, in his purity and integrity of character ; and that the said charges were untrue, unjust and without foundation.

The Committee, however, to prevent, if possible, all cavil and complaint, at great inconvenience to themselves, residing, as they do, in different parts of the state, adjourned their meeting to the City Hall in Burlington, (kindly tendered to them by the Mayor of said city), until the 14th day of June, at 11 o'clock A. M.; and, in pursuance of the directions of the Committee, their Chairman wrote an answer to the inquiries of the Hon. Wm. Halsted, in effect, that he had been noticed as one of the parties, who made the original charges against Bishop

Doane, and that if he was counsel for any of the parties interested, (of which the Committee were not aware), in that capacity also; that whether he attended as counsel or party, he would be allowed to cross examine the witnesses produced on the part of the accused, and to produce witnesses against him, if he saw fit; that the evidence of the witnesses on both sides would be taken down in writing, and reported to the Convention; that the Committee intended to notify all persons, so far as they could, who were named or referred to in the charges, to come forward and give their evidence; and as to whether in any event they would seek evidence further, they, the Committee, could not then state; and Mr. Halsted, in the same letter, was informed and notified of the time and place of the said adjourned meeting; which communication and notice (see Exhibit No. 6) were sent to Mr. Halsted, and notices to all the persons named, and referred to in the said charges, who were living, and within reach of the mail.

That, on the 14th day of June, at the hour and place of adjournment, the Committee met, the Rt. Rev. George W. Doane present, and several witnesses summoned by the Committee. A second Communication was received from the Hon. William Halsted (marked Exhibit No. 13), containing a list of witnesses; (No. 14), who, he suggested, if examined by the Committee, would shed light on the subject: all of whom, who had not been before summoned, whose names and residences could be ascertained, the Committee notified to appear before them.

The Committee, on the 14th, 15th, 16th and 17th days of June, proceeded in their investigation, by the examination of the witnesses, who appeared before them; and again adjourned to meet at the same place, on the 22nd of June, to examine such other witnesses, including those named in the list furnished the Committee by Mr. Halsted, as had not already been examined, and should appear before the Committee.

On which last named day, the Committee met, pursuant to adjournment; and continued the examination of the witnesses on the 22nd, 23d and 24th days of June.

The Committee received from the following named persons

written communications, declining or excusing their attendance, and making certain statements; namely, from the Hon. Horace Binney (Exhibit No. 8)—Rev. Alfred Stubbs (No. 9)—Michael Hays (No. 10)—John Black (No. 11)—Thomas J. Stryker (No. 12)—Wm. McIlvaine (No. 15)—Rev. J. Chapman (No. 16)—Rev. Henry B. Sherman (No. 17).

The Committee adjourned again, from the evening of the 24th of June, until the 7th day of July, at 11 o'clock A. M., at the same place; having first sent to the Rev. H. B. Sherman notice of the intended meeting of the Committee on that day, and requesting his presence as a witness before them.

The Committee having again met on the 7th day of July, received a communication (Exhibit No. 19), from the Rev. H. B. Sherman, declining to appear; and also a letter from Timothy Abbot, Esq. (Exhibit No. 18).

The Committee report to the Convention, that all the witnesses, who have been examined before them, were respectively sworn or affirmed, before one of their number, as Master in Chancery; they having consented to take the oath or affirmation: and their testimony is reduced to writing, and respectively signed by them; their character and standing in society being unimpeached and beyond reproach.

The Committee, being one of investigation on the charges preferred against the Bishop of this diocese, report all the evidence they have taken, to the Convention for their action and consideration; and respectfully recommend to the Convention, that the same, with the Exhibits, may be read, and published to the world, as the best answer to, and commentary on, the charges made against the Bishop.

The Committee, with unanimity, report to the Convention, that the effect and result of their investigation on their own minds, is an increased confidence in the purity and integrity of the Bishop; and their belief that such will be the effect on the Convention and on the Community, upon the publication of this evidence: and, that, having availed themselves of all the means of information within their reach, in their search after truth, they have arrived at the unanimous conclusion, that

none of the Charges against the Bishop have been sustained ; but that on the contrary they have been disproved, and are not true ; that there is no affirmative evidence of his guilt, though solicited and sought, from sources where it was said to exist ; but strong and satisfactory evidence of his innocence of the charges, and of the purity of his character and motives, and that there are no just grounds for his presentment.

Under all the circumstances, considering that the Committee had no power to compel the attendance of witnesses, their investigation has been a full one ; and they confidently submit their testimony taken, together with their numerous Exhibits, to the Convention, in the hope that they will satisfactorily prove, that the Committee have desired to arrive at the truth.

The investigation of the Committee has brought out almost a complete history of St. Mary's Hall and Burlington College, and the connection of Bishop Doane with those institutions, which may not be uninteresting to the Convention and to the Diocese ; and will be useful in understanding the circumstances of his failure, which form so large a portion of the charges against him. The Committee have therefore thought it advisable, at the outset of their Report, to submit a brief statement of those facts.

By reference to the Protest, Appeal and Reply of Bishop Doane, which forms a part of the evidence taken before the Committee, it will be seen that he came to the State of New Jersey, and entered upon his Episcopate, in 1832 ; at a time when the Church in this state was in a feeble condition. It is now nearly twenty years since he came back to his native state. The Church at that time was small in numbers and weak in its ability to do good ; yet in its zeal and the faithfulness of its Clergy and Laity, it had the elements of great success. He entered upon the duties of the office : and the Church from that moment has steadily progressed, until now it is nearly doubled in its Parishes and membership ; and has much more than doubled its means and capacity to extend itself, and to produce a powerful influence in behalf of the Church everywhere.

A reference to the testimony of Samuel R. Gummere, Esq., the Rev. R. J. Germain, and Mr. Isaac A. Shreve, will show, that, in 1836, four years after entering upon his Episcopate, and as a part of a great system, conceived by him, for building up and extending the Church, and its holy influences, in this Diocese and elsewhere, Bishop Doane purchased the property, now known as St. Mary's Hall; and, in the spring of 1837, commenced that institution, which has since become so excellent a resort for the daughters of the Church, and so powerful through them, in extending its influences.

The original cost of the property, including the school furniture of the former owner, was \$18,500. It was intended to raise this amount, and also \$6,500 more, for the purpose of improving and carrying on the same, making the whole sum \$25,000, by an association of individuals in the City of Burlington and elsewhere, by a division of the whole into 100 shares of \$250 each; the Bishop receiving the money from the stockholders and issuing his certificates to them for their shares, to be repaid by him at his convenience. In the mean time the property was conveyed to the Hon. G. D. Wall and others, Trustees for the institution; with a provision in the conveyance, that upon certain events and contingencies, the property might be sold and the stockholders re-imbursed; but that the Bishop, upon redeeming his certificates of stock, should become the owner, *pro tanto*, of the property; and when they were all redeemed, that the Trustees should convey to him. The Bishop, finally, in 1847, did redeem the stock; and received a deed in fee for the property.

The school commenced in May 1837, just before the terrible revulsion in business, which occurred at that time. About two thirds only of the stock of \$25,000 was subscribed; enough only to pay for the original cost of the property. The pecuniary difficulties of the time prevented a further subscription. The school was therefore commenced by the Bishop under a debt; and it became necessary to increase the debt, in order to make the improvements needed, for the purpose of carrying on such a school, upon the scale intended.



Mr. Gummere says "he has observed the domestic arrangements for the scholars, as well as the standard of provision for their instruction in St. Mary's Hall, and that it was liberal, without being extravagant." He further says that for the two or three years during which he was familiar with it, owing to the financial difficulties of the time, the school did not pay its way, but added largely to the indebtedness of the Bishop.

The Rev. Mr. Germain says, it did not pay its current expenses until 1844 or 1845; and that from its commencement to that time, the loss would reach \$25,000 or \$30,000.

This is in addition to the original cost, and interest thereon. The indebtedness of the Bishop, therefore, for St. Mary's Hall only, in 1845, including interest, exclusive of improvements and extra expense of procuring loans, was about \$57,000.

In 1846, Burlington College was chartered, and went into operation soon after. The Trustees purchased the grounds for \$20,000: one half cash and the other half upon mortgage. But when the grounds were obtained, there were no funds to alter the buildings (which had been arranged as a private dwelling,) so as to fit them for a College, nor to provide the necessary scientific apparatus, or library, or professors, &c. for such an institution. The Trustees permitted the Bishop to take it for ten years, without rent or interest, at his own risk; he to make all these improvements, and to be at all the expense of putting the institution into operation. He did go on and erect buildings, alter and improve old ones, purchased a philosophical and chemical apparatus, and the beginning of a library, and procured the persons necessary for the government and instruction of the College. All, anterior to the College having any students.

Mr. Isaac A. Shreve, the person who performed most of the mason work, both at the Hall and College, says in his testimony, that the expense of the mechanical work, which the Bishop did upon the College and improvements was \$35,000; and that the same for St. Mary's Hall was \$40,000; or more.



He makes these estimates from data within his own knowledge; and he adds, that he has been well acquainted with the Bishop's affairs, his indebtedness and the difficulties of his obtaining funds to make these improvements; and that he is satisfied, it has cost beyond his estimates of \$75,000, \$40,000 more than it would have done, if the capital for the purpose had been in hand. Add to this the expense of Apparatus, Library and Instructors, which might reach \$10,000; and we find the Bishop's indebtedness arising from these two Institutions alone, in 1846 and 1847, exclusive of a large portion of the extra interest paid by him, amount to \$182,000. The Institutions from this time forward, until the Bishop's failure in 1849, paid but little more than their current expenses. From 1847 to 1849, while the Institutions were struggling into successful operation, and beginning to repay the Bishop for his unremitting care and indefatigable labors, this immense debt was pressing upon him in the worst and most harassing manner possible. A large proportion of it was in floating notes. These had to be renewed from four to six times in a year. This was kept up mostly by procuring upon his own notes, the endorsements of Messrs. Hays and Deacon, who are mentioned in the charges; and paying them large premiums, simply for such endorsements.

Mr. Gaskill says in his testimony, he thinks the Bishop has paid Mr. Hays alone, for the use of his name, from \$15,000 to \$18,000. These notes were then put into the market and disposed of, at the best price the Bishop could get; frequently at a ruinous discount. Under such circumstances, it is not wonderful that in two years \$190,000 of debts should increase to \$260,000: which it was at the failure in March, 1849. During all this time, Mrs. Doane's annuity was more than sufficient for all their family expenditures; and the surplus of that, together with his own derived from other sources, was all expended in sustaining these institutions. For twelve years, a large portion of his time, and all his surplus income, were devoted to them: yet the debts which he had incurred, in their behalf, had increased to the sum of \$260,000.

But then, Mr. Aertsen says, the profits of the two institutions for the summer term of 1849 reached over \$8000—being at the rate of nearly \$17,000 per annum—and the Bishop began to realize the success of his efforts, and to see a means for the liquidation of his debts. They began to prove their ability to do more than pay for themselves, under proper management; and to justify the Bishop's constant reliance.

During all the time, this immense debt was growing upon the Bishop, besides looking to the eventual success of the institutions, as a means of paying it, he constantly relied upon the aid of Churchmen and friends of his schools, to relieve him. That aid had been promised; and he thought every step he took deeper and deeper into his indebtedness, and every sacrifice he made, would be the last; and that the friends of the Institutions would aid in paying off this ruinous debt, and thus relieve him from its burden. Encouraged by this reliance and the hope of final success, the Bishop went further and further in his venture for Christian Education, and the good of the Church.

In the testimony, numerous witnesses say, that he was engaged in no other business of a pecuniary nature. He had no other use for money. His means were used in no other venture or business, than those herein stated.

In the fall of 1848 the schools were flourishing beyond precedent, and holding out a fair prospect of profit for the ensuing year.

Besides attending to his Parochial and Diocesan duties, the Bishop was unwearied in his devotion *to them*; and at the same time was laboring under this enormous debt, which had become most burthensome, and which few other men could have lived under, at all.

From this time, until the Spring of 1849, the Bishop was confined to his house by an almost-fatal illness. The strong arm that had supported this immense fabric so long, without faltering, was now rendered nearly powerless; and the consequence was the pecuniary failure of the Bishop; but not of the great enterprize which he had undertaken.

This load of debt, contracted in founding and carrying on the Hall and College, in the constant hope of their final success and of aid from the Church, for whose benefit they were called into being, pressed him down. By the advice of his friends, he made an assignment, under the statutes of New Jersey, of all his property, for the equal benefit of his creditors, on the 26th of March, 1849.

It is upon the improper conduct imputed to the Bishop, whilst contracting and managing the debts before mentioned, and in making his assignment, that the various charges that are now made against him, are founded.

Your Committee are now prepared to enter into a particular examination of the Charges and Specifications themselves; and to see how far they are sustained by the evidence.

The presentment consists of a single charge of crime and immorality; followed by 27 specifications, in support of said charge.

The whole or nearly so, and certainly all of the most important, are founded upon the Bishop's connection with the two institutions, and upon circumstances growing out of that connection.

*Spec. 1.* Most of the facts which the Committee have ascertained in relation to the 1st Specification have been adverted to already. The Bishop did habitually incur large debts, far beyond any present means of payment.

The evidence of Mr. Aertsen and others shows, that his indebtedness was not \$300,000 at the time of his assignment, and would not exceed \$260,000. Mr. Aertsen certainly had the means of knowledge in the matter. He was one of the assignees, and had made at the time, a particular inventory of the Bishop's indebtedness; and however he may have failed in accuracy at that time, if at all, his subsequent familiarity with the Bishop's affairs, and with the affairs of the institutions, has enabled him to correct the mistake.

He testifies, that he did not believe the Bishop's debts, including mortgages and all, exceeded \$260,000. Of this sum about \$100,000 was in mortgages upon St. Mary's Hall and

Riverside. Mr. Aertsen and others testify, that the property mortgaged to secure the indebtedness was estimated, by many, to be fully worth the money. He says that some, among whom was Mr. Hays, thought the property worth more than the incumbrances; and some, less. The property was undoubtedly mortgaged to its full capacity; and the last mortgage, in the language of one of the witnesses, might not have been such, as would have been sought for as an investment, but yet it was probably worth the amount.

The Bishop's only present means to pay the remaining part of his debt, (about \$160,000) was his personal property; estimated in the inventory annexed to the assignment at \$17,418.50. But, besides this, he relied upon the annual profits of the two schools; which had at that time reached nearly \$18,000. And upon the promised aid from members of the Church and friends of the Hall and College.

The witnesses, Messrs. Germain, Gaskill, Aertsen, Dugdale and Shreve, all testify to his firm reliance upon this aid.

Mr. Gaskill says, "I always believed the Bishop had the utmost confidence in the final success of the Institutions, as a means of relieving him. Such was the opinion of some of his most intimate friends here; and I have frequently heard his friends so express themselves to him, and urge and encourage him to persevere in his efforts." This idea was also corroborated by conversations with others, who were friends of the Bishop and of the Church.

And Mr. Shreve says, that he knows that some of the Bishop's creditors relied also upon such aid.

Mr. Dugdale says, "he constantly hoped to receive the aid which had been promised him by the friends of the Church and the institutions; and that each sacrifice would be the last. This I know, from my intercourse and business transactions with him."

In the manner before stated by your Committee, and upon these reliances, the Bishop did incur large debts, far beyond any present means of payment. In so doing, nearly all the witnesses have testified, that they had not a shadow of doubt,

that his motives were purely for the advancement of Christian education and the Church; and not for any private emolument. He did not recklessly incur debts, without any reasonable hope of payment. He relied upon sources of profit, which he thought could not fail in the end; and upon promises of aid, which he believed would certainly be realized.

*Spec. 2d.* In reference to the 2d specification, your Committee have already stated, that the money expended by the Bishop, in purchasing the Hall and furnishing and improving both that and the College, together with the losses of the first years of their existence, and enormous sums paid by him as premiums for endorsements and discounts, actually amounted to the whole of his indebtedness.

The moneys expended, about the institutions, would exceed the sum of \$100,000; while losses, premiums, discounts and interest, would easily make up the balance.

Numerous witnesses testify, that he was engaged in no other business, than his Parochial and Diocesan duties; except the founding and carrying on the two institutions.

The history of the Institutions show, beyond all controversy, that his indebtedness was incurred in his venture for Christian Education and the success of his schools. His private income was much more than sufficient for his private expenses.

But if the Bishop's indebtedness was incurred, without any reasonable prospect or expectation of payment, then surely the end he had in view could form no justification, for so jeopardizing the property of others.

Your Committee are not prepared to sanction the Machiavellian principle, that the end justifies the means. But the remarks of your Committee upon the first Specification will show, that the Bishop's debt was not incurred, without what must have appeared to him to be a reasonable and warranted reliance for its liquidation.

*Spec. 3d.* Your Committee herewith submit to the convention, as a part of their evidence, a Pamphlet of Mr. Binney's,

published by him, in 1846, in which the whole controversy between him and the Bishop is fully stated.

This is all the evidence the Committee have, bearing upon the 3d specification.

In that Pamphlet it will be seen, by the statement of both, that the Bishop applied to Mr. Binney for a subscription towards the building of a new church at Burlington, where Mr. Binney then resided, for a portion of his time. Mr. Binney states that he replied to the application, that he would give \$1000, upon the condition that a certain plan of his, for raising and applying the money and for the disposition of the building, after it was finished, to be prepared by him, should be adopted. The Bishop states that he replied, that he would give \$1000, and offered also to submit the said plan. Mr. Binney says he authorized the Bishop to use his name, coupled with the condition as he states it: and the Bishop says, he authorized him to use his name, adding that he would submit a plan. They both agree that the Bishop was authorized to use Mr. Binney's name, as a subscriber for \$1000. But they differ as to the nature and application of the condition. The Pamphlet leaves the matter, upon the statements and arguments of the Gentlemen interested; and your Committee can add nothing more. It seems plain, that the difference between them, was one of those very common mistakes, which daily occur; and which never deserved and ought never to have had the importance, which has been given to it. Two gentlemen, so eminent in their different spheres, ought never to have been placed in such a false position, before the public.

By reference to the Committee's correspondence, marked No. 8, it will be seen that Mr. Binney does not desire to reopen the matter.

*Spec. 4th.* The 4th Specification charges that the statement of the Bishop, in his letter to Thos. Milnor, Esq., of May 28th, 1847, published in said Pamphlet, "that in procuring the subscribers, no one put in a single word of condition or the slightest claim for an equivalent, unless Mr. Binney so makes out his

case", is untrue; and that several of the subscriptions to the Church were conditional, and known to be so by the Bishop.

By reference to the testimony of Mr. Milnor it will be seen, that the statement in the letter to him was strictly true.

The Rev. Mr. Germain says, in his evidence, that the Bishop procured the subscriptions for the new church at Burlington, to the amount of \$13,000, or more, in 1845 and 1846; "At this time many of the certificates of stock in St. Mary's Hall" (which had been given by the Bishop as hereinbefore stated) "were still outstanding; some having been redeemed by the Bishop. In subscribing for the new church, several persons, viz. Mrs. Wall, Mrs. Bradford and others, *at the Bishop's suggestion*, subscribed the amount of their certificates of stock in St. Mary's Hall; which the Bishop received, as cash, on the subscription for the new church:" and afterwards, as Mr. Germain and Mr. Milnor say, the Bishop paid the several subscriptions so made, to the amount of \$6,000, or over; and thereby redeemed so much of the said stock. He soon after redeemed the whole; and took a deed in fee for the Hall.

This is the only transaction which could even give color to the charge, so far as your Committee can ascertain; and does not certainly bear the character, which is attempted to be imputed to it.

*Spec. 5th and 8th.* The 5th and 8th specifications charge the Bishop with obtaining the endorsements of Michael Hays and Joseph Deacon upon certain promissory notes, by false pretences; and as the charge is substantially the same in both cases, your Committee have considered these together.

By reference to the affidavit of Mr. Hays, (Exhibit I.), it will be seen, that he charges the Bishop, 1st, with having obtained his endorsements by a fraudulent representation of his means to pay those notes endorsed; and, 2nd, with obtaining four notes for a particular purpose, and fraudulently applying two of them to another; and that he confines the last part of the charge to two one thousand dollar notes. He says, that the Bishop obtained four such notes for the purpose of renewing others; that he returned two of them, and told him that the other



two were in the hands of Mr. Germain ; that he applied to Mr. Germain, and he knew nothing of them.

In regard to the latter part of the statement, Mr. Germain says, he has no recollection of any such transaction ; and thinks, from its nature, he should have remembered it, if it had taken place.

Mr. Cannon says, "A number of suits have been brought against Mr. Hays, upon notes endorsed by him for the Bishop. I was retained by Mr. Hays in those suits, to defend them." General Wall was associate-counsel. In the intercourse between Mr. Hays and myself, he never complained of any improper conduct, on the part of the Bishop, in regard to those notes ; and I never heard him charge Bishop Doane with having obtained those notes, or any of them, for one purpose and using them for another. I have heard him ridicule the idea, when Joseph Deacon pretended the Bishop had done so, in respect to notes endorsed by said Deacon for him." This shows, that long since the assignment, while Mr. Hays was being prosecuted upon these notes, and among them probably upon the very two which he mentions in his affidavit, he not only does not complain of, or mention it to his own counsel, employed to defend him against those very notes, but he even ridicules the idea, when mentioned by Mr. Deacon.

It appears by the evidence that Michael Hays and Joseph Deacon began to endorse the Bishop's notes, in 1842 or 1843. These notes were the principal part of the loans for some time, which enabled the Bishop to go on with the schools. According to the evidence of Messrs. Germain, Allen and Shreve, the Bishop paid Mr. Hays \$50 for each endorsement on a note of \$1000, and gave separate checks generally for the same ; and he paid Mr. Deacon the same or less, because he held and still holds collateral securities given him by the Bishop. The number of these notes, was so great that Mr. Gaskill thinks the Bishop has paid Mr. Hays at least from \$15,000 to \$18,000 for endorsements.

The Rev. Mr. Germain says, he was habitually and almost invariably present, when the Bishop procured these endorsements.



Several, sometimes five or six, notes, were endorsed at a time. They were generally not dated; but left, by agreement (as he, Mr. Woolman and others testify,) for the Bishop to date, when he used them, for his convenience. There was no restriction upon their use. There was sometimes a note intended for a particular use; which was always applied to that use, when applied at all. There were no lists kept by Hays or Deacon of these notes, although they must have numbered hundreds, according to the evidence of Messrs. Allen, Gaskill and others; and running through six or seven years previous to the assignment. In procuring these endorsements, Mr. Germain says, that the only assurances the Bishop gave to Hays and Deacon, were founded on the present condition and future prospect of the two schools; and on the expectation of aid from members of the Church and friends of the institutions; which were matters of public notoriety, and which Hays and Deacon frequently admitted might be justly relied upon. It is difficult for your Committee to perceive how there could have been any deception practised as to the Bishop's means of payment. Messrs. Hays and Deacon were neighbors of his. His means, the condition of the schools, and their future prospects and the hope of other aid, were all well known to and frequently discussed by them. If the Bishop attempted to practice fraud in those cases, it would seem so completely destitute of any probable success, that one would suppose a man of ordinary acuteness would be deterred from the undertaking. And it is still more difficult to see how any man could point out, from hundreds of similar ones, four of these undated notes, which the Bishop was left to fill up and use at pleasure, when no lists were kept; and could pretend to say they were obtained for a particular purpose and fraudulently misapplied. Of the hundreds of notes endorsed by Hays and Deacon, comparatively few remain unpaid by the Bishop; and how is it possible to say that certain ones, which the Bishop agreed to take up with others, are not so taken up and paid?

As Messrs. Hays & Deacon, though notified, were not personally before the Committee, they would refer the Convention

to the evidence taken; only adding that the charges so far as their investigation goes, in their opinion, are *without foundation*.

*Spec. 7th.* Your Committee have not been able to make as thorough an investigation in relation to the 7th specification, as they would have liked, on account of the absence of Mr. Ed. N. Perkins, in Europe, and Mr. Hays' refusal to appear.

It appears by reference to the testimony of the Hon. E. B. D. Ogden, that Mr. Perkins in 1850, was in advance to his mother, Mrs. Doane; and in the regular course of her business received the order: and without any knowledge of or reference to Mr. Hays' order or power of attorney, he applied to the Executors of Mrs. Doane's late husband, for payment. It is evident that it was not intended that the orders should be paid from the same quarterly dues of Mrs. Doane's income; but they having accidentally been presented at the same time, the Executors refused to pay both: and filed their bill in equity for the direction of the Court, whether such orders or powers of attorney were legal, and if so, to whom they should pay the \$1000, claimed by each. The income of Mrs. Doane is \$9500 per year and is amply sufficient to pay both, and supply the necessary means of the family expences of the Bishop. Nothing appears to show that the Bishop's intentions were not entirely honest and fair, in giving these orders; or that the fund was not ample for the payment of both. The difficulty about the payment arose out of the nature and circumstances of the fund, which must have been known to Mr. Hays; and the presentation of the two orders, at one time. Your Committee are not aware that there is now any thing to prevent Mr. Hays from obtaining his annual instalment of \$1000, except the difficulty made by the Executors.

*Spec. 6th, 9th and 11th.* The 6th, 9th and 11th Specifications have reference to the \$50,000 loan and to the representations made by the Bishop and his agents to procure it.

Mr. J. C. Garthwaite says, in his evidence, "that this loan was for the purpose of relieving the Bishop from his embarrassments. It was made under the advice and at the instance of many of the friends of the Bishop; a large portion of whom

were his creditors, residing in Burlington. I was one of the persons who solicited subscriptions to that loan. It was the uniform practice of those obtaining subscriptions to said loan to specify the property that was to be included in the mortgage; which was to secure the loan and also the previous incumbrance upon that property. It was the habit of those persons who procured the subscriptions to this loan, to state that the security was doubtful; or rather not such as a monied man would wish to lend money upon. We based the application for the loan upon two ideas. One, that it was the interest of the creditors to have this arrangement, rather than to have a failure of payment and the Institutions fail. We also appealed to their local feeling. The other was, upon the love and interest which many bore to the institutions themselves, and their desire to have the Bishop sustained in his undertaking. I called upon Mrs. Robardett, John Black, John Irick and J. J. Spencer in reference to this loan. I made this statement, which I have before stated, to each of these persons."

The Rev. Mr. Germain says, that the notes had accumulated so much, that the Bishop attempted to make a loan for the purpose of paying off these floating notes; and paying ready money for the current expenses of the Hall and College. He says, the Bishop did not say that the loan would pay off all the floating debt; he said it would disembarass him, and enable him to go on with the institutions.

There is no evidence before the Committee upon this matter, except the above. What representations were made to Messrs. Hays, Deacon and McHenry, and by whom, does not appear. But Mr. Garthwaite states particularly the representations made to the other persons, named in the 11th specification, and the character of the representations generally. *Besides*, the incumbrances on the property were all a matter of record: and business men, like the gentleman named, need not and probably would not labor under any mistake in the matter; nor would the applicants for the loan have acted contrary to the record.

From this loan very little ready money was obtained. Most

of it was absorbed by creditors funding their debts. The Bishop failed in the great object of the loan; and increased his embarrassments, by failing to satisfy expectations that had been raised.

*Spec. 10th and 12th.* In 1846, '47 and '48, when the Bishop borrowed money of different individuals, he was in the confident hope that the profits of the schools and the aid of friends would enable him to pay all his debts. Of this there can be no doubt: because the money he borrowed was not applied to his own private use, nor intended for that purpose. Your Committee have before remarked upon the manner and with what motives the Bishop became so much indebted.

When he received the sum of \$1000 of the Rev. Mr. Stubbs, Treasurer of the Society for the Promotion of Christian Knowledge, he was acting in the full belief of his ability to pay. He promised satisfactory security, and gave his judgment bond. With the ability he had of entering up judgment upon it and levying upon all the personal and real property of the Bishop, Mr. Stubbs might have perfected his security. But he soon after went to the West Indies, and did not do it. This was certainly not the Bishop's fault. The bond and warrant of attorney alone was no security; but the Treasurer had the power to perfect it. Your Committee cannot see that the Bishop was in fault, in this.

By reference to the evidence of Mr. Stubbs, it appears that good and sufficient security, has been given him for the loan; the same security which was promised before and mentioned by him in his pamphlet upon the subject; that the interest is paid up and full security given for its future payment.

At the time when Mr. Germain lent the Bishop a part of the Episcopal Fund, the Bishop's notes were considered good. His credit was good everywhere, in all the Banks. All the witnesses agree in this.

Mr. Germain says, the advances by him were considered mere temporary loans, and not permanent ones. At the same time his father and brother lent the Bishop several thousand

dollars, as investments, upon his notes; thus showing his own and others, complete confidence in the Bishop.

Mr. Germain says, he never sold out any securities for the purpose of letting the Bishop have the money; nor was he ever influenced by the Bishop to do so, or to do any improper act in relation to his trust. He sold some stock by the advice of a Committee of the Convention, because they feared a depreciation; and because by their advice it was thought prudent to do so, in order to save the fund from loss.

He made the loans to the Bishop, upon his own discretion. The notes he took of the Bishop "were annually exhibited to the Committee, appointed by the Convention to settle with him as Treasurer; and approved by them and by the Convention." The members generally of the Convention might not have understood these things. Of this your Committee cannot say. But their Committee did, and reported accordingly. It did not come to be generally understood until the Convention of 1849, for the very good reason, that until that time the Bishop was considered good enough; and then, when he had failed, it naturally caused inquiry by his creditors, including the Convention.

This debt is not in the Bishop's list of creditors, annexed to his deed of assignment. A memorandum of it was sent to one of his assignees by the Bishop, but too late for insertion therein. It seems the Bishop did not consider this debt as an ordinary debt; and did not think of it, until after the assignment was completed.

Mr. Germain had given no security to the Convention: none had been required. But your Committee cannot see, how this should be charged as a crime against the Bishop.

Mr. Germain had a direct precedent for this, which will be found in the Treasurer's accounts of 1831; when it appears that the Treasurer, Edward Carroll, had loaned to the Rev. J. Croes, the sum of \$500, of the Episcopal Funds, and taken his note therefor. And in the Treasurer's accounts from 1825 to 1833, in almost every account, there are notes named, as not only a part of the Episcopal Fund, but of other funds also.

Of the 13th specification the Committee have no evidence before them, Mr. Dutton being deceased.

In regard to the 14th specification, the Committee have no evidence upon the first part of the specification.

Mr. Aertsen testifies as follows, in relation to that claim not being in the Bishop's list :

“That Mr. Wm. E. Page's claim against the Bishop, consisted of a note of the Bishop's, endorsed by Joseph Deacon, for \$500, dated Nov'r. 22d, 1848, at 4 months, and was due on the 22d to 25th of March, 1849. This is the only claim that Mr. Page had against the Bishop, that I ever heard of. That note was included in the list of creditors annexed to the deed of assignment, among those named as endorsed by Joseph Deacon. In that list the note stands in the name of Joseph Deacon, and not in that of Wm. E. Page.

It was impossible for the assignees, under any circumstances, or for the Bishop in his situation, at that time, to identify the holders of the paper of that character ; and therefore all the paper endorsed by Michael Hays and Joseph Deacon, was put in the said list of creditors, under *their* respective names.”

*Spec. 15th.* This Report has heretofore shown in what unnecessary worldly transactions the Bishop was entangled. He was Rector of St. Mary's Church in Burlington, and Bishop of the Diocese ; and, as a powerful aid in advancing the cause of Christian Education and the Church itself, he was endeavoring, with herculean strength, to establish and nourish into successful operation, two Church schools, wherein the sons and daughters of the Church could be educated, according to the principles of our holy religion. In doing this, we have seen to what means, ordinary and extraordinary, he was obliged to resort, in the constant hope of final aid and success. It is true, that he obtained the notes spoken of herein ; and raised the money on them, in the best manner he could.

He also had an arrangement with several officers of banks and others, to draw on them, occasionally, for small amounts and at short times, of which he availed himself, as necessity required. The evidence of the Hon. Mr. Ogden shows this.

In discounting these notes and drawing the checks above mentioned, he had business, more or less, with all the banks named in this Specification, and probably with many others. The whole or nearly so finally came to the Bank at Burlington, either originally or for collection; and hence nearly the whole of his business passed through that Bank, of which Wm. R. Allen, Esq., was and is President, and Mr. Gaskill was the Cashier. The business of the Bishop in the Bank at Burlington, as exhibited by his Bank account, was nearly half a million of dollars *per annum*. But this was occasioned by his having to renew his old floating indebtedness, every two or three months; and make large and constant additions to it, at each renewal. In other Banks the amount was large for the same reason, but much smaller than in this; the amount in Burlington Bank being the aggregate sum. This is all the fictitious credit which the Bishop created or preserved. The reasons and objects of this have been already explained. His checks and counter checks were all business paper; and punctually met, and his credit sustained.

*Spec. 16th.* In regard to the 16th Specification,

Mr. Gaskill, the former Cashier of Burlington Bank, says, "I believe most of his business operations were conducted through that Bank." "His operations were large." "He frequently drew checks and drafts on other Banks through the Mechanics Bank." "It was of almost daily occurrence." During 1846 and 1847, these checks and drafts were always paid, and mostly in 1848, up to the time of the Bishop's sickness.

"A great majority of checks that were not paid, were given as memoranda for temporary loans; and were generally left by the parties, until funds were there to meet them.

The same parties frequently loaned him money again, after these occurrences had taken place. Most of the checks which were given by the Bishop, as *bona-fide* payments of existing debts, were paid when presented. During this time Bishop Doane was in the habit of drawing checks upon the Cashiers and other officers of different Banks, and also upon the Me-



chanics Bank, which checks were always met; and we did not consider it disreputable."

The Bishop frequently drew checks on the Bank at Burlington, when perhaps at the moment he had no funds there. But Messrs. Shreve, Gaskill and Allen all unite in saying, that the Bishop was in the constant habit for years, of attending at the Bank at three o'clock, to make his account good; and Mr. Shreve and Mr. Allen say, he used every means in his power, to keep his credit and standing good.

And Mr. Aertsen says, this practice of drawing checks throughout the morning, without having funds at the moment in the Bank, is one adopted by every man doing a large business; he, providing for them, before the closing of the Bank.

And Mr. Gaskill says, it is not an unusual thing for a person doing a large business in a Bank, to draw a check upon it, when he has no funds in Bank to meet it.

Of the checks of Messrs. Hays and Deacon and Mr. Lippincott, which were not paid when presented, your Committee have no evidence.

In the case of Mr. Woolman, there was nothing unusual or extraordinary. That of Mr. Price will be noticed hereafter.

In reference to the latter part of this specification, Mr. Gaskill says: "I recollect a Check of the Bishop's drawn on the Burlington Bank, in favor of the Cashier of the Princeton Bank, for \$2,200, which there were no funds to meet, when it was *presented* at the Burlington Bank; but whether there were funds to meet it when it was drawn, I cannot say.

Mr. Aertsen says, he has visited Princeton Bank for the purpose of ascertaining facts, and can find no trace of any such claim or check. It is presumed that the check was long since settled and paid. It is probably one of those which would have been made good at the closing of the Bank on the day it was drawn; and might have been paid at many other times, if it had been presented.

Mr. Smith, the Cashier of the Princeton Bank, is too infirm to appear before the Committee; and consequently could not be examined.



*Spec. 17th.* The 17th Specification accuses the Bishop of abusing, in 1847, 8 and 9, the confidence reposed in his sacred office, by false promises and deceptive practices, used for the purpose of obtaining credit and property. The evidence before your Committee entirely disproves material parts of the specification.

The case of Mr. Wm. B. Price is first stated. The gist of the charge in regard to him, is, that he had laid up a sum of money for a particular purpose, and the Bishop borrowed it on the promise to repay it, in time for the purpose intended; and gave his check, which when presented there was no money in Bank to meet.

By reference to the testimony of Mr. Price, it will be seen, that all the material parts of the specification are not true. He had *not* laid by the money for a specific purpose at all.

On July 2nd, 1848, the Bishop applied, in the usual way, for the loan, of not \$450, but \$250; and Mr. Price lent it to him and took the Bishop's check for it, payable in one week. This check was persented in the following week; and there being then no money to meet it, Mr. Price waited a few days. In the meantime, the Cashier informed him, there was money to meet the check; several hundred dollars having been deposited to the Bishop's account. But Mr. Price, instead of presenting his check held it a few days longer; and then voluntarily offered to allow the Bishop to keep the money until December, some six months after, upon his note. When this note was due, the Bishop paid \$50, and gave a new note for the balance: all with the full concert of Mr. Price. There is no Parochial connection between the parties; and your Committee are unable to see any crime, immorality or abuse of his office, in all this. It seems a very ordinary transaction, and has no intrinsic importance whatever.

The second item in this specification refers to the mortgage of Mrs. Sarah C. Robardett of \$3000; and alleges there were false representations made in relation thereto by the Bishop.

By reference to the evidence of Franklin Woolman, Esq., it will be seen that this charge is fully disproved.

Mr. Woolman says, "I drew the bond and a mortgage from Bishop Doane to Sarah C. Robardett, dated March 11th, 1847, for \$3000, on a lot of land containing about twelve acres, which the Bishop purchased of the Rev. Wm. Chester. Prior to the execution of said mortgage, I caused a search to be made in the Clerk's office of the County of Burlington, for incumbrances against the property; and obtained a certificate." (Marked Exhibit G.)—"I was acting as the Agent of *Mrs. Robardett*. She entrusted this business to my care; and was aware of the amount of the encumbrance on the property, of \$2500: I having told her. I considered the property worth \$6000. I would give \$5000 for it, as a speculation. The amount due on the first incumbrance of \$2500 has been reduced by payments thereon to \$800. I consider the mortgage of *Mrs. Robardett* one of the best in this city, and will give her the money for it any day; the full amount, principal and interest."

The third item refers to *Mrs. C. Lippincott*, and alleges that the Bishop, abusing his relationship to her, as one of his family, induced her to place in his hands, certain securities, which he had given her for money loaned; and then refused to return them, in violation of his solemn promise.

By reference to the evidence of *Mrs. S. P. Cleveland*, it will be perceived, as she says, "that the charge is incorrect; that *Mrs. Lippincott* could not have placed securities in the hands of the Bishop, or under his control, because she had received none from him, excepting a certificate in the loan of \$50,000. This is for \$1000, and is secured by mortgage." This witness further states "that the interest has been paid on all the Bishop's indebtedness to *Mrs. Lippincott*, excepting on the said \$1000; and that she expects that the payment of interest will be continued, until the principal debt is discharged."

In reference to the fourth item in this specification, the accused has laid before your Committee a letter addressed to him by the Rev. Mr. Hooker, in reply to the notice of the Committee. The letter is marked Exhibit F, and forms part of the evidence.

By it we perceive that the Bishop did purchase of him, for

a Parish Library, about one year before the assignment, books, to the amount of \$50; which is now fully paid. That a collection for its payment, as a debt of the Parish, was made and the money placed in the Bishop's hands, but at what time does not appear.

This debt was omitted in the list of creditors, doubtless through inadvertence.

This whole specification, unless it be the fact of the Bishop's not placing the debt to Mr. Hooker in his list, is fully and satisfactory explained and disproved, by the parties interested or their agents.

*Spec. 18th and 19th.* The 18th and 19th Specifications are two of the gravest in the presentment; and are among those in which crime is charged against the Bishop.

Your Committee have therefore endeavoured carefully to investigate them; and to discover all the evidence, that can be found in relation to them.

Crime is a matter of intent; and to constitute perjury, the act must be intentional, deliberate and wilful. If the Bishop has committed that crime, in his affidavits to his schedule of property and list of creditors, annexed to his assignment, he must have done so, deliberately and wilfully. And, for what object? If articles were not properly valued in his schedule, or a creditor left out of his list, what would he gain by it? Would it prevent the property from bringing its fair value at the assignees' sale? Or a creditor from obtaining his legal dividend, because he was not in the list? Certainly not. Then, what could the Bishop gain by a fraud? If he committed perjury, it must have been gratuitous, without object, in the face of positive law, human and divine.

The 18th Specification charges that the inventory of his property, real and personal, annexed to his deed of assignment, did not set forth the true and actual value of the furniture, household goods, and other articles, in the College, Hall and Riverside; but in those particulars was false and erroneous.

Your Committee have examined several witnesses in relation

to this and the following specification. Mr. Aertsen in his testimony says :

“The schedule annexed to the assignment of his personal property, was prepared chiefly from two lists : the one being a schedule of the property in St. Mary’s Hall, prepared by Mr. Germain ; and the other being a schedule of the property at Burlington College, prepared by Mr. Bradin. The value of the property at St. Mary’s Hall and Burlington College, was put down originally by Mr. Germain and Mr. Bradin, respectively. That was done before the assignment was contemplated, in order to exhibit the same to the creditors. As these lists had not been made out with a view to a sale, I requested those two gentlemen to revise their lists, to see whether, in view of a forced sale, they would like to correct them ; and each of them did so, and we adopted the revised valuation, generally. The property at Riverside was valued chiefly by myself ; except the library and the furniture in it, in which I was assisted by Mr. Cannon. When the Bishop was called upon to be sworn to the value of his personal property, he expressly declared, that, in the then state of his health, he must rely entirely upon the judgment of his assignees. I considered then, and I consider now, that the valuation was a fair one.”

At the sale, which the evidence before your Committee shows was a fair one, the property brought \$3,200 less than the appraisalment or valuation sworn to by the Bishop : and Mr. Aertsen gives instances of the sale of pianos afterwards, which were purchased at the Bishop’s sale, in order to show, that the estimate was not too low. And when we consider the character of the articles and the fact of a forced sale, the estimate probably was high enough.

The evidence of Mr. Cannon, the other assignee, fully confirms that of Mr. Aertsen, as to the manner of making the valuation of the property, and adds that Mr. Germain and Mr. Bradin valued the property at the Hall and College, because they had purchased it at first, and therefore knew its value. They both add, that the Bishop was too sick at the time to at-

tend to it, and left it with them to do, with such aid as they could procure.

*Spec. 19th.* In regard to the 19th Specification Mr. Aertsen says, he was called to take charge of the fiscal affairs of the institutions in February 1849, and made out a statement of the Bishop's affairs, to lay before a meeting of his creditors. This statement is marked Exhibit B., and forms part of the evidence. It was laid before a meeting of creditors, March 2d, 1849. "The list of creditors (annexed to the assignments) was chiefly taken from that statement, (Exhibit B.) some errors having been corrected and additional memoranda furnished by the Bishop, between the 2d of March and the time of the assignment, as the Bishop would recollect: he having no book from which to furnish me with a list of his creditors, except his note book; and that necessarily being very imperfect, owing to his long illness. I would frequently receive from him a slip of paper, with the name of a creditor, sometimes with the amounts due and sometimes without; when I would have to ascertain the amount in the best way I could. There was a large number of notes afloat, and it was impossible to ascertain in whose hands they were held. I thought I had ascertained the whole number of notes afloat; but found I was mistaken." He says he "first took the note book, then applied by letter to every Bank with which the Bishop had done business, and to Mr. Woolman, who had negotiated many of the notes; and comparing all the information thus obtained, made the best list he could. The notes were specified in the list of creditors, under the names of the respective endorsers."

Mr. Cannon, the other assignee, confirms this and says, "it was a matter of surprise to me, that the list of creditors was as correct as it was."

This is the manner in which the inventory and list of creditors were made out. The Bishop had been sick, from November, 1848, and unable to attend to them; and they were made, at first, for a meeting of creditors, when it might be supposed the Bishop and his friends would desire to make the assets show

to the best advantage. They were afterwards revised, and added to the assignment.

When the Bishop was called upon to make affidavits, he was still sick, confined to his room, weighed down with pain and the difficulties of his situation. He said expressly, he must rely upon his assignees, for the proper valuation of his property. John Rodgers, Esq., the Master in Chancery, before whom both affidavits were taken, says in his testimony—it was on the 29th of March, 1849, he thinks, “I was called upon by Mr. Cannon. The affidavits were both drawn by me, at the request of Garret S. Cannon, or Robert B. Aertsen. They were both in the room at the time, and the Bishop was not there; immediately after the Bishop came in, having been called. I read the affidavits to him and asked him, if he knew the contents of the lists. As they were long, I did not think it worth while to read them over to him. Bishop Doane said he believed he knew what the contents of the lists were. He immediately asked if the oaths were *peremptory*. The reply, I believe, by Mr. Cannon, and possibly by myself, was, that they were only according to the best of his knowledge and belief. I think the affidavits were so drawn, and that I said to the Bishop at that time, that they were so drawn. The Bishop was very ill at the time. I think he was sick in bed.”

This is all the evidence before the Committee, as to the manner and circumstances of the Bishop's making the affidavits named in the 18th and 19th specifications. The manner of the Bishop certainly shows no sign of deliberate, wilful crime, nor even of inattention and rashness in taking his solemn oath. Sickness, and the absence of proper books and accounts, put it out of *his* power, and much more out of the power of strangers, to make the lists correct. He was constantly sending memoranda to the assignees; thereby showing his desire to have it correct, instead of false and fraudulent.

The 19th specification sets out various persons and corporations, creditors, as it is alleged, of the Bishop, which were not included in the list; and charges upon the Bishop a disregard of his oath. In regard to one of these, the Hon. E. B. D.

Ogden states, that the note held by the People's Bank at Patterson, was endorsed by the Rev. Mr. Germain and himself; and that more than six months before the assignment, by agreement with the Bishop, he had assumed to pay it, and had so informed the Cashier of the Bank. The note, therefore, had not been protested, but lay there, unpaid, at the time of the assignment, without the knowledge of the Bishop; he supposing it had been paid and was no longer outstanding. This is the same note referred to in the printed Report of the Receivers of that Bank; though wrongly described in it.

Mr. Zantzingher had been a creditor, but he cancelled his note *before* the assignment, and sent it to the Bishop through Mr. Aertsen; desiring no longer to be *considered a creditor*. He insisted on doing this. His name had been on the list of creditors; but, upon his giving up his debt to the Bishop, and desiring it, his name had been stricken off. This your Committee learn from the testimony of the assignees.

Of Mr. Page and Mr. Hooker, your Committee have already remarked.

Mr. Aertsen says, The debts due from the Bishop to Henry R. Cleveland, Wm. Chester, Sarah C. Robardett, Isaac B. Parker and others, in trust, and Isaac B. Parker and others, Trustees, named in this specification, were all mortgage debts; and especially noticed in the deed of assignment of the Bishop, as encumbrances on the Real Estate, and deducted from the value thereof.

This also appears from the deed itself. (Exhibit E.)

It is true, that, by so placing the creditors, they were not, technically, in the list of creditors sworn to by the Bishop. But they were in the same paper. That paper had been prepared by his counsel, one of the assignees. Your Committee do not suppose, that the Bishop had sufficient legal knowledge, to know in what particular part of the papers the names of these creditors ought to be placed. He trusted that to his counsel. He knew they *were* named, and the account of their claims mentioned in the deed. Hence, there could have been no design in leaving those names out of the list.



Mr. Aertsen further states, that "the notes in the Princeton, Morris County, Bucks Co., Medford and Camden Banks, were all included, either under the head of notes endorsed by Deacon and Hays, or in an item of \$4447.36, under the head of notes whose endorsers are uncertain. That due in the Trenton Bank was included in the amount set down as due Thomas Milnor. It was not known by me, or by the Bishop, as I believe, that Gideon Humphrey held any of his paper." The notes he held were Deacon's or Hays' endorsements.

Mr. Aertsen further says, "I have looked over all the specifications in the presentment, having reference to the omissions of the names of creditors, and find none which are not included under some head; except the Episcopal Fund, that of Herman Hooker, and a few checks for small amounts."

It has not been shown to the Committee, that the list was deficient in stating the correct amounts due to the different creditors. But, if it is, the only wonder is, that it is so nearly correct.

In both of these specifications and in the evidence which they have taken thereon, your Committee can discover no intentional disregard of his oath by the Bishop, no evidence of criminal intent on his part; but on the contrary every effort to enable his assignees, to ~~make~~ the inventory and list as accurate *as possible*.

His sickness and the confusion and complication of his business, at the time of his assignment, made mistakes almost inevitable: and shall they be imputed as crimes; when, if they were crimes, they were perpetrated without object, and in the face of the laws of the land, and with a certainty of immediate detection?

It would seem to your Committee that worldly charity, to say nothing of the obligations of Christians, to be charitable, would ascribe the character of unintentional mistakes to these omissions or irregularities; and not characterize them, as a deliberate and wilful disregard of solemn oaths.

*Spec. 20th.* Although no direct evidence has been given upon the 20th Specification, which charges the Bishop with a



want of system and order in his business affairs, your Committee believe it is true. It shows that he is not a methodical business man; and forms one of the best excuses, which the evidence has brought to light, for the few mistakes and irregularities, which he and those who have managed his affairs, have made, in connection therewith.

*Spec. 21st.* The 21st Specification charges an improper sale by the assignees of the Bishop's personal property; and especially of the Library, and his acquiescence therein.

By reference to the testimony of Messrs. Garthwaite, Powell, Woolman, Aertsen and Cannon, the Convention will probably be convinced, that the sale was in all respects according to the laws of the land, and conducted in the usual manner.

Mr. Garthwaite says, he was present, that the sale was public, open and largely attended. Messrs. Hays and Deacon were present, most of the day. Every one had an opportunity of bidding; and there was competition. "The property sold, I think, as a whole, brought a full price. I think the articles brought a fair price. The Bishop was not present, and had nothing to do with the sale. He was sick in his room at the time; and was present only when the goods in that room, and the adjoining one, were sold."

Mr. Powell says, he resides in Burlington, and has been engaged in the book business for twenty-five years. He was present at the sale. "The sale was public and conducted in the usual way. An opportunity was given to every one to buy, who wished. I was present when the library was sold. It was sold in the same way as the other articles. The books were sold by the set and by the volume. The name of the book or work was given when it was set up for sale. Miss Watson bought the principal part of the books. I think the books brought fully as much, as they would at a public sale, in Philadelphia."

Mr. Woolman says, "I was the clerk of the sale; it was conducted fairly and openly; a great many persons were in attendance, including a number of the Bishop's creditors." "There was considerable competition in the bidding." "I thought the articles brought a fair price. Articles were put up

singly and sold with the privilege. Pianos were invariably sold single."

Messrs. Cannon and Aertsen, the assignees, say that the sale was on the 18th day of April 1849, and the Committee have placed among their evidence the vendue Book marked Exhibit L. "The sale was advertised according to law, and all the proceedings were legal. It was an open, public sale. The house was crowded. A good many of the Bishop's creditors were present: Hays, Deacon, Shreve and others. Every possible facility was offered for persons present to purchase. The crier was repeatedly told, to give time to the persons to bid, who wished to do so. Whenever a large lot of the same goods were put up, one was offered with the privilege of taking part or all;" "giving every person a fair chance to buy in small or large quantities, as they might see proper. The sale amounted to \$11,293.96." "The books of the Bishop's library were sold in sets, small lots and single copies by the volume; and it was proclaimed that any particular book, which any person desired, would be put up at any time." "I believed then, that they brought a full auction value; and have since been confirmed in that opinion." "Miss Caroline Watson purchased the whole of the Bishop's library, at the assignees' sale and paid for it to the assignees. Mrs. Sarah P. Cleveland afterwards purchased the library from Miss Watson, at the same price she paid for it at the sale; and is now the owner of all the books, which were included in the library. She is now a member of the Bishop's family."

The household furniture was purchased at the sale by Mr. Ed. N. Perkins; who paid the assignees for it and leaves it at Riverside, for the use of his mother, Mrs. Doane.

Mr. Cannon says, the creditors generally understood at the sale, that the great hope of the Bishop's being able to pay his debts, was in the success of the Institutions; and that the furniture and property of these should be bought in for the purpose of continuing the schools. The Trustees of the College and Commissioners of the Hall, respectively, purchased the furniture. "I have made a great many sales, as Administrator and

Assignee; and never saw a fairer, or more open sale." "I announced the goods, holding the inventory in my hand, going from room to room; and frequently proclaimed that all should have a fair chance." Mr. Hays, instead of complaining of the Bishop's improper conduct at that time, offered to furnish money to buy in the goods, so that the Bishop might go on with his schools. "I thought the books brought a fair auction price, many of them more than I should have been willing to give for them." The Bishop in no way interfered with the sale, for he was sick in his room. Mr. Cannon further says, that the vendue book consists of 47 pages, comprising over 1700 lots of goods.

The mortgaged property was sold for the amount of the incumbrances; lots on Pearl Street, named in the inventory, at four to five dollars per foot.

Your Committee cannot perceive wherein a sale is fraudulent, or conducted improperly, when it is made as this was. Every requirement, both of the law and of prudence, seems to have been observed by the assignees: and numerous witnesses, who are business men, and acquainted with such matters, all testify to the fairness of the sale, and the full auction price, which the articles brought. The Library was properly exposed to sale by sets, by the volume, in the presence of a large assemblage of people; and every inducement held out to invite bidding. The library is now owned by another; who being a member of the Bishop's family permits him to use it.

If there be any thing improper in all this, your Committee have as yet been unable to discover it. The sale was not only legal and fair in all respects, but it seems, the Bishop from his sickness, as well as for other reasons, had no connection with it. And your Committee cannot consider it improper for him, now to use the library, which the kindness and generosity of another has tendered to him.

*Spec. 22d.* Your Committee's report upon the 22d Specification, must be mainly gathered from what has been said of the others. There are no particulars given of the imposition of the Bishop upon the confiding trust of the persons named

therein. No evidence has been given to the Committee upon this Specification, further than the indirect light, which the testimony upon other matters, in which the same persons are mentioned, throws upon it. This is the only place where the Rev. Dr. Ogilby is mentioned. The others have all been considered, except the case of Mrs. Winslow, which your Committee will remark upon under the 24th Specification.

*Spec. 23d.* In the 23d Specification the Bishop is charged with attempting to intimidate and threaten Messrs. Sherman, Hays and Deacon.

In regard to the case of Rev. Mr. Sherman, which is said to have occurred in the Diocesan Convention, held at Burlington, 1849, when so many were present and acquainted with all that passed, your Committee might be excused for passing it over in silence. But as some testimony has been given them upon the matter, they report it to the Convention.

By reference to the testimony of Mr. Aertsen, the particulars of the case will be found. Mr. Sherman called for the reading of the Treasurer's report, for the purpose of examining the state of the Episcopal Fund. It was on the evening of the second day. The Treasurer, Mr. Germain, had left the Convention for the purpose of attending the evening service, at St. Mary's Hall. The Bishop requested and insisted, that he should be sent for, which was done. Nothing like intimidation of any one, or objections of any kind, were made by the Bishop. On the contrary, the Convention would not have sent for the Treasurer, had not the Bishop insisted upon it. Your Committee have no further evidence upon this part of the case; Mr. Sherman having refused to come before them, as will appear by reference to the correspondence, No. 17 and 19.

No evidence has been laid before the Committee, as to the alleged threats against Mr. Hays, and they have nothing to report thereon.

As to the threats against Mr. Deacon, in an apartment of the Bishop's house at Riverside, some evidence has been procured.

The charge, considering the age and character of the men—the one a Bishop of the Church, and the other a Quaker;

both advanced in life—is preposterous enough to occasion a smile of incredulity, without examining any evidence upon it. And it seems strange to your Committee, that intelligent men should attempt to give it a serious character, by incorporating it in a presentment.

Mr. Aertsen says, “I was in the hall at Riverside on the day of the alleged threats of personal violence against Jos. Deacon. The Bishop had learned, that the complaints against him before the Grand Jury, had been revived. We were talking over the matter, with the Rev. Mr. Southard and the Rev. Mr. Bradin; when Joseph Deacon came in with a paper in his hand, which he told the Bishop he wished him to sign. I understood it to be a judgment bond. The Bishop promptly refused to sign that or any other paper; and expressed his surprise, that Deacon should make such an application, when he was at the same time renewing his persecutions against him before the Grand Jury. Deacon positively denied having any thing to do in that matter; and whilst this conversation was going on between them, they two withdrew into the front or drawing room. I heard no more until after they came out of the room, which was perhaps in ten or fifteen minutes: but when they did come out, Deacon showed no sign of fear. He and the Bishop appeared to be on amicable terms; and he repeated he had nothing to do with the re-introduction of the matter before the Grand Jury, and expressed his determination not to appear before them: to which the Bishop replied, he would have to go and must go, if he was summoned. He then left the house, and shortly after the Bishop and Mr. Southard left for Mount Holly. I don’t think, from my position in the Hall, that any loud talking could have been had by the Bishop and Mr. Deacon, without my hearing it; the doors being all open.”

The Rev. Mr. Southard says, “In the month of May, 1850, I arrived in Burlington about noon, and met Bishop Doane, who showed me a note he had just received from Mr. Stratton of Mount Holly, his counsel; informing him, the Grand Jury, then in session, were about to take up the matter of finding

an indictment at the last term, as unfinished business. The Bishop at once determined to go to Mount Holly, and I said I would go with him. A few minutes before we were ready to start, Joseph Deacon came into the Bishop's house. I was in the hall at Riverside, talking with the Bishop when he came in. Mr. Deacon asked the Bishop, if he might see him for a moment; and they walked together in to the drawing room, the door of which was open. I remained near the table in the hall, where I think the Bishop was in sight. Mr. Deacon said something to the Bishop, and I was attracted by the tone of the Bishop's reply, and observed he held a paper in his hand. He spoke as if very indignant; and I walked into the room and stood near. I heard him say to Mr. Deacon, "I will sign no such paper, and especially under a threat. I have just received a note from Mr. Stratton, telling me, that the Grand Jury are about to take up my case again, and you follow it up by asking me to sign this paper. Now, Sir, I will do no such thing. You shall go before the Grand Jury, and say all you have to say. I have tried to do what I could for you; but now you have chosen to draw the sword, I will fight to the death." I heard no such words as, "I will kill you, I will kill you." If they had been used, I think I should have heard them. Mr. Deacon then said, that he would not go before the Grand Jury. To which the Bishop replied: "you shall Sir; you shall go there, and I will go too; this matter must be settled, to-day." Mr. Deacon said again, he would not go before the Grand Jury. The Bishop again said, "you must go, Sir. If you have any thing to say, say it. If you have any charge to make, go and make it." I also insisted that he should go. Mr. Deacon said he would go home. And the Bishop said "No, Sir, you must go to Mount Holly; and we will go with you." The Bishop advised him to get in his carriage and go; and we would follow after, as soon as we could get a carriage. We reached Mount Holly about the same time. We passed him on the road. Mr. Deacon went with us to Mr. Stratton's office; where he waited until he was sent for by the Grand Jury. When the message came, the Bishop said to Mr. Deacon, "Now, Sir,



you must go before the Grand Jury, and say whatever you have to say." He went. When he returned, the Bishop said to him, "Well, Sir, what did you say?" He answered, "I said, I had no charge to make against Bishop Doane." To which the Bishop replied, "Well, Sir, you said the truth." Mr. Deacon continued for an hour or more with us afterwards, at the house of Mr. Stratton; sometimes with me alone, and sometimes with the Bishop alone. They parted with kind words. Mr. Deacon said nothing to me about threats of violence, nor did he appear to labor under any bodily fear of the Bishop."

It is sufficient for the Committee to say, that nothing occurred like that charged.

The charge is, that when Deacon threatened to go before the Grand Jury, the Bishop attempted to deter him by threatening to kill him. Now where is there any evidence of this? The reverse is shown. Mr. Deacon declared he would not go before the Grand Jury; that he had no complaint to make before them. The Bishop declared they would both go to the Grand Jury and have the matter settled; and urged him on to Mount Holly for that purpose. He did go, and declared he had no complaint to make. He was laboring under no fear whatever, as far as the witnesses could observe.

Your Committee can find nothing in all this specification, to warrant the serious character that has been given to it.

*Spec. 24th.* In regard to the 24th specification, it appears, by Exhibit H., that in 1840, the Bishop was appointed Guardian of the child of the Rev. Benjamin D. Winslow, by the Orphans' Court of the County of Burlington; and gave the usual bond in the sum of \$2000 with Mrs. A. C. Winslow, the mother of the child, as security. That bond now remains on file in the proper office.

Mr. Aertsen, in his testimony, says, "George D. Winslow, child of the late Rev. Benjamin D. Winslow, was a pupil at Burlington College, when I entered upon my duties, as financial agent, in May, 1849, and had been for some time previous;



how long I do not know. I was informed by the Bishop, that he was there without charge. He continued to be received as a day-pupil for one year, from the 1st of May, 1849, under the new arrangement of the College; and for the two succeeding years, up to this time, as a resident-pupil, upon the Bishop's account: and is still a pupil."

It appears by exhibit E. that the property of the child, which came into the hands of the Bishop, was \$1000; and it also appears that the ward was and is a pupil at the College, on the Bishop's account. The funds of the ward are secured in the usual way: and it does not appear that the Bishop, by the influence of his office, imposed upon the confidence of Mrs. Winslow, to induce her to become his security. It would seem rather to be the natural promptings of maternal love.

This is all the evidence upon the subject that has been given to your Committee.

*25th Spec.* The 25th specification is the case of Mr. Carse; and so far as your Committee have been able to discover, the Bishop was not compelled to compromise the matter at all. That he may have promised to pay it before he was able to do so, is probably true.

Mr. Aertsen says, "I know nothing how the debt of Wm. Carse was contracted, further than this; William Carse was the Bishop's gardener, head farmer, and superintendent of the gas house, and attended to all the expenses necessary for these matters. He told me that his claim consisted principally of his wages, and the expenses of these matters, of which he had charge, during the time of the Bishop's sickness, from November, 1848, to the spring of 1849. Carse had been in the Bishop's employ for several years, and enjoyed his full confidence. The whole of that debt was paid off in less than six months after the 1st of May, 1849."

Your Committee can find nothing in this specification, upon which to found a charge of crime or immorality.

*26th Spec.* The 26th specification consists of the charge of unbecoming expensiveness of living.

Several witnesses have been examined by your Committee

upon this specification; and they hereby give the result of their investigation thereupon.

The Rev. R. J. Germain says, "I have been very familiar with the Bishop's manner of living, since 1839. I was in his house habitually, and knew as much of his manner of living as of my own. I mean of the expenses of the Bishop's family; these expenses would not by any means equal the amount of what I know to be Mrs. Doane's private income."

The Hon. E. B. D. Ogden; says "During the last four years I have been a great deal in Bishop Doane's family, and at his table, and have observed retrenchment in his expenses, and a marked economy in living, considering the amount of Mrs. Doane's income. I never, at any time, knew any extravagance in Bishop Doane's living. For the last ten years I have often been his guest; and never saw any thing that would justly subject him to the charge of extravagance of living."

Mrs. Sarah P. Cleveland says: "that she has been acquainted with the arrangements of Bishop Doane's household for several years, but more particularly during the last fourteen months, and that retrenchment and economy have been strictly observed; that she has personally managed the establishment for more than a year last past, and hence she has accurate knowledge of the expenses; that the costs of living have been very much less than the amount of Mrs. Doane's income: the balance thereof having been applied towards the discharge of some of Bishop Doane's indebtedness. Having passed a portion of every year at Burlington, she is confident, from her own observation and knowledge, that the annuity of her mother, which had been at the disposal of the Bishop before his failure, was fully adequate to meet the annual expenditures of the family."

Mr. J. C. Garthwaite says: "I have been intimately acquainted with the Bishop for twelve years. During that time I have been frequently a guest at his house. I have never observed any extravagance in his manner of living, during that time. Since the assignment, the Bishop has retrenched his expenses, to a great extent. I should think his expenses had

not equalled the amount of Mrs. Doane's income at any one time; and since the assignment they have not reached one-half of her income, I think."

Mr. S. R. Gummere says: "I then" (summer of 1840) "first became acquainted with the amount of the Bishop's annual private income, independent of the school. I was informed by him that this loan was for the purpose of keeping the school good; and from my knowledge of his mode of living, as to his family expenses, I thought this was the fact, believing that he did not live up to his private income."

The Rev. Saml. L. Southard says: "I do not think, from my observation of the manner of the living of Bishop Doane, that his family expenses were more than the half of the income of Mrs. Doane. My opportunities of observation have been very frequent, for a series of years. Since his failure, I have observed a marked change in his mode of living, his expenses being apparently much reduced."

It will be perceived that the charge is not true in fact; besides, it appears that Mrs. Doane's income much more than paid the expenses of the family. The overplus, and all the Bishop's income from other sources, were expended in the cause of Christian education.

*27th Spec.* The 27th Specification is founded on the alleged falsehoods of the Bishop's Protest and Appeal.

That together with the evidence and Exhibits, and the previous remarks of the Committee thereon, are now before the Convention. Almost every matter which is therein alleged to be a falsehood, has been already reported upon, directly or indirectly, by your Committee. A few only remain to be noticed.

Mr. Aertsen says: "I was present at a conversation between the Bishop and Michael Hays, on the 7th day of February last, in my office in Burlington, when Michael Hays said, he told the Grand Jury of Burlington county, that he did not come before them to make a complaint; the Bishop replied, you said more. You said you had no complaint to make against me. He replied, may be I did say so. It is recorded, I suppose, what I did say."

It is true, as your Committee have ascertained, that the Rev. Mr. Starr, in his pamphlet, did prefer charges against the Bishop.

Your Committee have also ascertained that both the Bishop and Mr. Stubbs were mistaken in the fact, that the Bishop was the bearer of a letter from the Treasurer of the Society for the Promotion of Christian Knowledge to Mr. Stubbs, containing the funds of the Society.

It appears by the letter of the former Treasurer that he paid the funds personally to Mr. Stubbs, and took his receipt therefor. It appears that the recollection of both the Bishop and Mr. Stubbs, in this respect, was at fault.

Your Committee are satisfied, however, that it was a mistake, honestly conceived and entertained by both, and that no intentional misrepresentation was made.

In relation to the charge that it was through the Bishop's personal persuasion, and his efforts to arrange compromises with two of his creditors, that the proceedings before the Grand Jury of Burlington county were dropped, your Committee have taken some evidence. That of the Rev. Mr. Southard has already been laid before the Convention, and your Committee have only to refer to it. In addition to this, Mr. Stratton testifies as follows:—"In all this, I heard no talk of any complaint of a criminal nature on the part of Deacon, or any threat of going before the Grand Jury; nor do I suppose or believe that any inducements or threats were held out by the Bishop to Mr. Deacon, to prevent him from going before the Grand Jury, if he saw fit. Nothing of the kind took place in my presence. On the second day of the court I learned that the Grand Jury had taken up Deacon's complaint, as unfinished business; and had ordered process to issue for the attendance of witnesses. I at once wrote a note to the Bishop. He came out to Mount Holly. When I went to my office from the court, I found Bishop Doane, Rev. Samuel L. Southard, Rev. R. J. Germain, I think, and Jos. Deacon, seated in the back room of my office, and engaged in friendly conversation. Just as I got to my office door, an officer came and inquired if Jos.

Deacon was in my office. I replied that I had been absent from my office for some time, and could not say : but he could walk in and see. On finding Mr. Deacon, the officer informed him he had a process for him to appear before the Grand Jury. Deacon said he would not go. The officer then told him he should be obliged to take him. Mr. Deacon consulted me about it. I told him the nature of the process, and that he was obliged to obey it. He said he had no wish or intention of making a complaint against Bishop Doane, and wanted to know what he should tell them. I said, 'tell them the truth ; if you have no complaint to make against the Bishop, tell them so.' He then left my office, and I saw nothing more of him that day."

The Bishop has stated in his Protest and Appeal, that he continued to enjoy uninterrupted and undiminished, the confidence of his Convention, the confidence of his Diocese, the confidence of his Parishioners, the confidence of the Trustees and Patrons of the College and Hall, the confidence of his friends, and the confidence of the community.

This is denied by this specification, and it is charged that the Bishop knew it to be a falsehood.

The confidence of his Convention and Diocese is a matter of public notoriety.

The records of the Convention show in what estimation he is held, and with what unanimity that confidence is expressed.

As to the confidence of the community, his friends, the Trustees and Patrons of the Hall and College, and of his parishioners, some of the best men, who have best and longest known him, and of them, several who have no special reason for defending his character against assaults, have been examined by your Committee upon those points. They all speak with one voice, and without hesitation.

The Rev. Mr. Germain says : "The confidence of the community of the city of Burlington, of which he is a member, is not diminished in the Bishop ; that he is well acquainted with the community, and knows this to be the fact."

Mr. F. Woolman says: "I have never heard dishonest or dishonorable motives attributed to the Bishop in his failure."

Mr. S. R. Gummere says: "I have no doubt the Bishop's ruling motive, in commencing the school, was to do good, without any private motive whatever. From all my knowledge of the Bishop, and it has been pretty extensive, I don't believe he ever intended to wrong any man out of a cent. And I have no kind of doubt, that in his misfortunes, he and his family have been much the greatest losers, in a pecuniary sense; without taking into the account his feelings in regard to the matter."

Mr. Thomas Milnor says: "I have always been under the impression that the Bishop's motives were pure, and that he intended to wrong no man; that his motive and object was education and religious instruction. I never thought he had in view any private profit or mercenary considerations in the matter."

Mr. Aertsen says: "I have been intimately acquainted with the dealings of the Bishop, and have the fullest confidence in the purity and integrity of his motives, in all his business transactions. His chief fault, in my opinion, has been relying too much on the integrity of others, thereby subjecting himself to impositions of various kinds. From my knowledge of the Bishop and his affairs since 1835, when I first knew him, I have no doubt that his sole motive has been, in the ventures in which he has been engaged, the promotion of Christian education and the extension of the Church, without any reference whatever to personal profit or private aggrandizement. In my judgment during that time, he has appropriated his time, talents, and available means to those objects, to an extent, as far as I know, unprecedented; inasmuch as he continues to devote all his means and powers to the retrieving of his affairs, instead of abandoning them as hopeless."

Mr. Isaac B. Parker says: "I have had considerable dealings and money transactions with Bishop Doane. I have no reason to question the integrity of Bishop Doane. His motives

have been pure, I have no doubt. I have never had any other opinion, than that the Bishop's motives have always been pure in his transactions with the two institutions.

Mr. Wm. R. Allen says: "Bishop Doane's integrity as an honest man, was never called in question, so far as I know, up to the time of his difficulties; nor has it been since by the great mass of the community. I have as much confidence in his integrity, and would trust him as far now, as the first day he came here, so far as that is concerned."

Your Committee have now gone through the specifications *seriatim*; and have given the Convention the result of their investigation upon each, in its turn. With this Report they desire the evidence and Exhibits, from A. up to L. inclusive, should be considered as forming a part thereof. Among the Exhibits will be found the original list of creditors, minutes of a meeting of creditors, &c., the original deed of assignment, with the inventory and list of creditors, and the two affidavits, the vendue book, and the letters, which are referred to as evidence.

From all these, your Committee have arrived at the conclusion, that the Bishop is not guilty of crime or immorality, as in the specifications set forth and charged. That there are some mistakes and irregularities in the transactions, the evidence will show: but how few in comparison with the amount and complication of his affairs. And those, your Committee are satisfied, are the result of accident and unavoidable circumstances, and not of design.

Your Committee repeat their unanimous conviction, as the result of their investigation, that there is no just foundation for the charges against the Bishop of this Diocese; and further, that the evidence has produced on their minds increased confidence in his integrity and purity of intent.

In closing their Report, your Committee cannot repress the expression of their opinion, that the extraordinary efforts of the Bishop in sustaining and maintaining those institutions under the load of difficulties with which he was pressed, presents the rare spectacle, in this mercenary age, of a man



devoting his time, talents, untiring energies, and private fortune, to the great cause of the Church and of religious education.

All which is respectfully submitted.

By order of the Committee,

DANIEL B. RYALL,

*Chairman of Committee.*

Presentment.

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TO THE BISHOPS  
OF  
THE PROTESTANT EPISCOPAL CHURCH  
IN THE UNITED STATES OF AMERICA.

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The undersigned, that is to say, the Right Reverend William Meade, D. D., Bishop of the said Church in the Diocese of Virginia, the Right Reverend Charles Petit McIlvaine, D. D., Bishop of the said Church in the Diocese of Ohio; and the Right Reverend George Burgess, D. D., Bishop of the said Church in the Diocese of Maine; having had complaint made to us by four respectable laymen of the Protestant Episcopal Church in the Diocese of New Jersey, all of whom are Communicants and Vestrymen of their respective parishes, touching the conduct of the Right Reverend George Washington Doane, D. D., Bishop of the said Church in the Diocese of New Jersey, and having examined into the same, with the evidence which has been laid before us, in virtue of the authority reposed in us by the Canons of the said Church, do present to our brother Bishops, the said George Washington Doane, as having been chargeable with crime and immorality, in the matters and things hereinafter more particularly set forth, thereby setting an evil and pernicious example to the Clergy and Laity of the said Church, to the great and grievous injury of the said Church, and in violation of his high duties as Bishop in the same, and of the solemn vows which he pronounced at his consecration; and we do solemnly demand a trial of the said George Washington Doane, pursuant to the provisions of the Canons of the General Convention of the said Church, in such case made and provided.

SPECIFICATION I.

That the said George W. Doane, Bishop as aforesaid, during the whole or a very large part of the period in which he has held and exercised his said office of Bishop, has habitually incurred numerous and large debts, far beyond any actual or probable means possessed or reasonably anticipated by him, of

ever repaying said debts; the aggregate of such debts probably amounting to three hundred thousand dollars, at the date of his assignment in March 1849, when the value of the entire property and estate of the said George W. Doane, according to a valuation made by himself under oath, did not amount to more than a comparatively small part of the debts as actually incurred; a large amount of these debts, moreover, viz. The sum of one hundred thousand dollars, being a lien upon the real estate held by the said George W. Doane, which lien largely exceeded the actual value of said real estate, while the only means possessed by him for the payment of about two hundred thousand dollars was his personal property, which according to a valuation thereof made by him, the said George W. Doane, under oath, amounted only to the sum of seventeen thousand four hundred and eighteen dollars and fifty cents.

#### SPECIFICATION II.

That he, the said George W. Doane, Bishop as aforesaid, in a pamphlet printed and published in February, 1852, entitled "the Protest and Appeal of George Washington Doane, Bishop of New Jersey," &c., in answer to certain allegations concerning the large amount of his debts and the inadequacy of his means to the discharge of the same, professes and declares that the money so borrowed and the debts so incurred by him were borrowed and incurred "in his venture for Christian education in the two institutions" of St. Mary's Hall and Burlington College, and thus in the cause and service of God: whereas in truth not only could the appropriation of monies so obtained to the establishment and support of those institutions constitute no proper or sufficient justification of acts so placing in jeopardy the property of others, to the great injury of the cause of religion; but the said assertion is without foundation in fact, inasmuch as all the sums shown to have been expended on or about such institutions would not equal a moiety of said debts.

#### SPECIFICATION III.

That on or about the 30th of April, 1846, the said George W. Doane, Bishop as aforesaid, did present a subscription paper for the building of a new church in Burlington, to Horace Binney, Esq., for the purpose of obtaining the name of said Binney, after said Binney had positively refused to said G. W. Doane to sign his name, or to allow his name to be signed to said paper as promising to pay any money to the said object, he, the said G. W. Doane did, without the knowledge of said Binney, write the name of said Binney on said paper, as the subscriber of one thousand dollars, thus inducing others to subscribe to the same paper and object.

#### SPECIFICATION IV.

That he, the said George W. Doane, after writing the name of said Binney, as aforesaid, and obtaining subscriptions subsequently to the amount of more than thirteen thousand dollars for the building of said church, did on the 28th day of May, 1847, write in a letter to Thomas Milnor, Secretary of the Vestry

of St. Mary's Church, Burlington, the following statement, viz; "Let me here say, that in procuring a subscription of more than thirteen thousand dollars, no man or woman put in a single word of condition, or the slightest claim for equivalent, unless Mr. Binney so makes out his case;" which statement was untrue in this, namely, that several of the subscriptions, which made up the said amount, were conditional, and must have been known so to be by the said G. W. Doane, at the time of writing said letter.

## SPECIFICATION V.

That at various times during the years 1846, 1847 and 1848, the said George W. Doane, then being Bishop as aforesaid, by false assertions and pretences, and under solemn assurances of repayment, and of security against all loss, prevailed upon Michael Hays, a citizen of the county of Burlington, to endorse notes to a large amount; and having procured from said Hays several of such endorsements to notes without date, thereby preventing said Hays from identifying said notes when they fell due, and falsely representing to said Hays the amount of the responsibilities which he, the said Hays, had incurred, and falsely representing that many of said notes were merely required for the purpose of renewing other notes previously given, and then about to come to maturity, and that no increase of previous responsibility would be incurred; and having thus induced and prevailed upon said Hays to give such additional endorsements, did in violation of his said promises and assurances, and in fraud of said Hays, fail and omit to apply such additional notes, or some of them, to the purposes for which they were given, and on the contrary did employ them for the purpose of raising more money, thus increasing ultimately the responsibilities of said Hays nearly threefold, without his knowledge or consent.

## SPECIFICATION VI.

That the said George W. Doane, Bishop as aforesaid, in the year 1848, falsely representing by himself and his authorized agents, that if he could obtain a loan of fifty thousand dollars, it would enable him to relieve himself from, and to pay off the whole of his floating debt, and that he would so appropriate said money, applied to Michael Hays, aforesaid, for a subscription of two thousand dollars, and afterwards a further subscription of one thousand dollars, on the positive assurance that from said fund thus procured on loan, the entire debt of said Hays by his endorsements should be paid, and he exonerated from all responsibility; and having thus prevailed upon said Hays to pay the said amount of three thousand dollars, he, the said George W. Doane, regardless of said promise and assurance, did neglect and omit to apply any portion of said money so obtained to the liquidation or payment of the debt due to said Hays, or to the exoneration of said Hays from his responsibilities as endorser, as aforesaid.

## SPECIFICATION VII.

That he, the said George W. Doane, Bishop as aforesaid, so being indebted in the promissory notes so endorsed, as in the preceding specifications, by said Michael Hays, in or about the month of August, 1849, procured and consented that his wife, Mrs. Eliza G. Doane, should enter into an agreement with said Michael Hays, by which it was in substance agreed, that he, the said Hays, should compromise upon such terms as he could with the holders of such notes, and should be repaid, to the extent of a moiety of what he should thus pay, in annual instalments of one thousand dollars each, with interest, out of the income payable to the said Eliza G. Doane, by the Trustees of her late husband, in Boston; and should, for that purpose, receive a power of attorney from said Eliza G. Doane, authorizing and directing said Trustees to make such payments; and said compromise having been effected, and said power of attorney executed and delivered, said George W. Doane requested said Hays not to send said power to Boston, promising that he would himself pay said annual instalment of one thousand dollars and interest; but said George W. Doane, Bishop as aforesaid, having paid the first of the said instalments, which fell due in January, 1850, has not paid the second or any part thereof; but on the contrary, when told by said Hays that he would complain to the Convention of the Diocese, he, the said George W. Doane, answered said Hays, that if he took that course, he would get nothing, for that he, the said George W. Doane, would put himself on his defence; and said Hays, in sending his said power to Boston, has not been able to procure any other or further payment under said agreement, on the ground that another party, a son of the said Eliza G. Doane by her former husband, had presented an order from her, under which he claimed payment from said Trustees of the whole, or part of the sum, claimed by said Hays, so that, in fact, said Hays has not been relieved from his heavy responsibilities.

## SPECIFICATION VIII.

That he, the said George W. Doane, so being Bishop aforesaid, in the years 1846, 1847 and 1848, prevailed upon and induced Joseph Deacon, of the county of Burlington, to endorse sundry notes of him, the said George W. Doane, under false representations and pretences of his ability to meet said notes when they should respectively fall due, when, at the time, the said George W. Doane was hopelessly insolvent; and the said George W. Doane, when some of the notes were about falling due, prevailed upon said Deacon to endorse other notes, under the assurance that they would only be used for the purpose of renewing notes already given, and obtained such endorsements of notes without date; when, in fact, said George W. Doane, in violation of his promises and assurances, not only failed and neglected to provide for said notes as they respectively fell due, but, on the contrary, instead of applying said notes so given, for the simple purpose of renewing others, applied them in whole, or in part, to other purposes, leaving the notes, so to have been

renewed, still outstanding, and largely augmenting the responsibilities of said Deacon, without his knowledge or consent, and greatly to the injury of his worldly estate.

#### SPECIFICATION IX.

That the said George W. Doane, Bishop as aforesaid, in the year 1848, falsely representing in person, and by his authorized agents, that if he could obtain a loan of fifty thousand dollars, it would enable him to pay off the whole of his floating debt, including said responsibilities of said Joseph Deacon, and that the money thus procured should be thus appropriated, induced said Deacon to subscribe two thousand dollars, as a part of said fifty thousand dollars, and subsequently one thousand dollars; which said sum of three thousand was paid by said Deacon, confiding in such assurances and promises; and he, the said George W. Doane, having thus procured said sum of three thousand dollars, in violation of his said promises, never appropriated the same, or any part thereof, to relieve said Deacon from his said responsibilities, nor has he ever repaid, or secured the repayment of the same, or any part thereof.

#### SPECIFICATION X.

That in or about the year 1846, 1847 and 1848, he, the said George W. Doane, being Bishop as aforesaid, did, when he must have known that his affairs were inextricably embarrassed, borrow of the Rev. Reuben J. Germain, a Presbyterian of the said Diocese of New Jersey, and then Principal of St. Mary's Hall, in Burlington, an institution under the control of said George W. Doane, and said Reuben J. Germain, then being Treasurer of the Diocesan Convention of New Jersey, sums of money belonging to said Convention, and in the hands or under the control of said Germain, Treasurer as aforesaid, without giving any security for the repayment of said money so loaned, other than the personal obligations of the said George W. Doane, which he very well knew to be no adequate security; the said Germain also not having given any security for the faithful performance of his duty, as Treasurer aforesaid, and it being his duty to invest said money only on undoubted security; and the said Germain, as Treasurer as aforesaid, having, in order to procure said monies, so loaned as aforesaid, or a part of the same, at the instance of the said George W. Doane, Bishop as aforesaid, sold out, or obtained payment of good mortgages, stocks, or other securities, belonging to said Convention, and in his hands as Treasurer as aforesaid; none of which loans, acts, or proceedings, were for several years made known to said Convention, to which said money and property rightfully belonged; nor was such debt, so contracted, stated in the list of the debts of the said George W. Doane, attached to his deed of assignment, and attested by his oath; nor did they ever come to the knowledge of the said Convention, until brought out at its meeting in May, 1849, by specific and urgent interrogatories.

## SPECIFICATION XI.

That the said George W. Doane, Bishop as aforesaid, in the attempt to obtain the aforesaid loan of fifty thousand dollars, as contained in specification vi. and ix. did represent, and induced his agents to represent, to several persons to whom application was made for assistance towards said loan, namely Michael Hays, Joseph Deacon, Sarah C. Robardett, John Black, John Irick, Matthew McHenry and J. J. Spencer, that it would be a perfectly safe investment on good security, when he well knew that the only security that could be given was upon property already under heavy mortgages, approaching to nearly its whole value, and when, in fact, no other security has been given, and the value of the security given to half the subscribers to the loan, was diminished by one-half, since the other subscribers were only creditors, who funded a portion of their debt in said loan, in the hope of so securing the rest.

## SPECIFICATION XII.

That in October, 1848, he, the said George W. Doane, Bishop as aforesaid, being then, as he must have well known, utterly insolvent, borrowed of the Rev. Alfred Stubbs, then Presbyterian of the said Diocese of New Jersey, and Treasurer of the Society for the Promotion of Christian Knowledge and Piety, an association of members of the Protestant Episcopal Church in said Diocese, the sum of one thousand dollars, belonging to the said Society, and in the hand of said Stubbs, as Treasurer, and which it was the bounden duty of said Stubbs to invest on undoubted security, and did promise that he would, without delay, give satisfactory security for the repayment of said loan; whereas, the said George W. Doane, in neglect and violation of his said promise, did give no other security than his own judgment bond, which was not satisfactory to said Stubbs, and could only be made available in certain contingencies, and was thus no effectual security, and in fact did not prove available; which money so loaned was not, so late as the 24th of February, 1852, according to the statement of the said Treasurer, either repaid or secured.

## SPECIFICATION XIII.

That the said George W. Doane, Bishop as aforesaid, having for a long period purchased groceries of Thomas Dutton, of Burlington, New Jersey, for the use of his own family, and that of St. Mary's Hall, and that of his mother, and having also given his notes to said Dutton, for groceries furnished to the families of the teachers connected with St. Mary's Hall and Burlington College, did from time to time promise payment of the account of said Dutton, and of said notes, and utterly failed to keep such promises, so that the said Dutton, being in declining health, and possessed of but small property, was deeply distressed, and declared his utter want of confidence in the word of the said George W. Doane, and at the time of his death, just before the said Doane made his assignment to his creditors, did leave his family in impaired circumstances, through the misconduct of said George W. Doane, and to the great dishonor of religion and his high office in the Church of God.



## SPECIFICATION XIV.

That in the year 1847, or 1848, he borrowed of Mr. Page, of the City of Burlington, who was at that time a clerk in the store of Thomas Dutton, the sum of five hundred dollars, which he afterwards repeatedly promised, but has ever since wholly neglected to pay, and which debt he did not mention in his attested list of debts aforesaid.

## SPECIFICATION XV.

That the said George W. Doane, Bishop as aforesaid, in violation of his solemn obligation as a minister of the Church of God, to "forsake and set aside, as much as he might, all worldly cares and studies," did not only entangle himself in a vast and unnecessary accumulation of worldly transactions, but to the great dishonor of his office as Bishop, and relying on the confidence of others in his official character and station, did attempt to create and preserve a fictitious credit by drawing checks and counter-checks on various Banks, viz.: the Bank of Princeton, the Mechanics' Bank of Burlington, the Morris County Bank, the People's Bank of Paterson, &c., and transmitting the same from one Bank to another, in a manner esteemed disreputable and unallowable among merchants and other men of business, so that his transactions of such kind in the single Bank of Princeton, amounted in less than two years, to wit: from January 1st, 1847, to October 14th, 1848, to one hundred and thirty-eight thousand dollars.

## SPECIFICATION XVI.

That during the years 1847, 1848, and 1849, he, the said George W. Doane, Bishop as aforesaid, repeatedly and habitually drew and delivered, in payment of monies which he owed, or as good and available, many checks or drafts on the Mechanics' Bank of Burlington, for sums of money, when, at the time said checks or drafts were given, he had either no funds to his credit in said Bank, or to an amount insufficient to meet said checks or drafts, and that he neglected to provide funds to meet said checks or drafts, when presented for payment. Several of said checks were by said George W. Doane drawn in favor of, or delivered to Michael Hays, others to Joseph Deacon, and others to Mrs. C. Lippincott, and one to Charles Woolman, and one to William B. Price; and said George W. Doane persisted in drawing such checks or drafts after he had been informed, by an officer of said Bank, that such practice was irregular and must not be continued. He also drew a check on said Mechanics' Bank of Burlington, for the sum of twenty-two hundred dollars, and transmitted the same to the Princeton Bank, in payment of a debt due by him to said last mentioned Bank, when there were no funds in said Mechanics' Bank to his credit at the time said check was drawn or presented for payment.

## SPECIFICATION XVII.

That in repeated instances, and on several occasions, during the years 1847, 1848, and 1849, he abused the confidence reposed in his sacred office, by false

promises and deceptive practises, used for the purpose of obtaining money, credit and property; among other instances is the following, viz.:

He induced by such means a young man, named William B. Price, who had provided funds to meet a business engagement of his own, to loan to him the sum of four hundred and fifty dollars, or other large sum, by solemnly assuring said Price, that he would return the same in time to enable said Price to meet his engagement; and said George W. Doane did give said Price a check on the Mechanics' Bank of Burlington, for the amount so borrowed, which check, when presented at said Bank, was refused payment, on the ground of there being no funds in said Bank to the credit of said Doane.

He prevailed upon Sarah C. Robardett to loan to him the sum of three thousand dollars, by a solemn promise, to give her as security for repayment a mortgage upon property worth six thousand dollars, and instead thereof gave her a mortgage upon property not intrinsically worth that sum, and which, as ascertained afterwards by said Sarah C. Robardett, was, at the time said mortgage was given, subject to a prior incumbrance of twenty-five hundred dollars, which said prior incumbrance has been since only partially removed.

He, the said George Washington Doane, being largely indebted to Mrs. C. Lippincott, a lady, asserted by him in his pamphlet entitled "Bishop Doane's Protest," &c., to be "connected by marriage with his family," and to have been, "for many years, as one of his family," and to whom he had given security for the monies due her by him, did, in violation of the special claim arising out of said domestic relations, induce her to place said security in his hands, under his promise to return the same, which promise he has wholly neglected to perform, but has used the property on which said security was given her to secure some other creditor or creditors.

He, the said George W. Doane, did make, or represent, that he had made a collection in the parish of St. Mary's Church, Burlington, for the purchase of books for a parish library, or other such object, and did obtain from Herman Hooker, bookseller in Philadelphia, a number of books for said object, to the amount of about seventy dollars, which amount, though earnestly applied for by said Hooker, has never been paid, and was not mentioned on the list of debts sworn to by said George W. Doane.

#### SPECIFICATION XVIII.

That he, the said George W. Doane, so being Bishop as aforesaid, on the 29th day of March, 1849, made an affidavit before John Rodgers, Master in Chancery, which was appended to a paper, or document, purporting to be "an Inventory of the estate, real and personal, of George W. Doane, of the City and County of Burlington, assigned to Garret S. Cannon and Robert B. Aertsen, for the benefit of his creditors, together with a list of his creditors and the amount of their respective claims," and immediately following what purported to be "an Inventory of Estate," in which said affidavit he did, in due form of law, "being duly sworn upon the Holy Evangelists of Almighty

God," depose and say, that the above was "a true and perfect inventory of all his real and personal property, together with the value thereof, as near as he could ascertain;" whereas, in truth and in fact, the said inventory did not set forth the true and actual value of very many articles of property therein enumerated; and in particular, said document did not truly set forth the value of the several articles of furniture and household-goods, and other articles in Burlington College, St. Mary's Hall, and his house at Riverside; but in each of the said particulars the said document was grossly false and erroneous.

#### SPECIFICATION XIX.

That he, the said George W. Doane, so being Bishop as aforesaid, on the 29th day of March, 1849, made an affidavit before John Rodgers, Master in Chancery, which was appended to a paper or document, being that part of the document mentioned in the preceding specification, which purported to be a "List of Creditors," of said George W. Doane, in which said affidavit, the said George W. Doane, having been duly sworn according to law, did depose and say that "the above," meaning said list of creditors, was "a true, full, and perfect list of all his creditors, with the amounts severally due to them, as far as he hath been able to ascertain, according to the best of his knowledge;" whereas, in truth and in fact, it was well known to said George W. Doane, the same was not "a true, full, and perfect list of his creditors and of the amounts respectively due to them;" but, on the contrary, was deficient in many particulars, among others in the following, viz.:

It did not set forth, as among his creditors, the names of the several parties and persons following, to whom he was then indebted, and who should have been included in said list:

It did not set forth the name of the Convention of the Diocese of New Jersey, or of the Treasurer of said Convention, to whom he perfectly well knew that he was then indebted in a sum exceeding seven thousand dollars;

It did not set forth the name of the People's Bank at Paterson, to which he was indebted in the sum of two hundred and fifty dollars;

It did not set forth the name of the Trenton Banking Company, to which he was then a debtor to the amount of eight hundred dollars, or other large sum;

It did not set forth the name of the Princeton Bank, to which he was then indebted to the amount of one thousand and seventy-seven dollars, or other large sum;

It did not set forth the name of the Bucks County Bank, to which he was indebted to the amount of one thousand dollars, or other large sum;

It did not set forth the name of the Morris County Bank, to which he was then indebted to the amount of six hundred and fifty dollars, or other large sum.

It did not set forth the name of the Camden Bank, or that of the Medford Bank, to each of which said Banks he was largely indebted.

It did not set forth the name of H. R. Cleveland to whom he well knew that he owed about fifteen thousand dollars.

It did not set forth the name of William Chester to whom he knew that he owed eight hundred dollars.

It did not set forth the name of Sarah C. Robardett to whom he well knew that he was indebted in the sum of three thousand dollars.

It did not set forth the name of Isaac B. Parker and other Trustees, &c., to whom he well knew that he was indebted in the sum of ten thousand eight hundred dollars.

It did not set forth the name of George Zantzinger, wine-merchant, to whom he was indebted in the sum of twelve hundred dollars, or other large amount.

It did not set forth the name of Mr. Page, of Burlington, to whom he was indebted in the sum of five hundred dollars, or other large amount.

It did not set forth the name of Herman Hooker, to whom he was indebted in the sum of seventy dollars, or other considerable sum.

It did not set forth the name of Gideon Humphrey, of Burlington, to whom he was indebted in the sum of three thousand dollars.

It did not set forth the name of Isaac B. Parker and others, in trust, to whom he was indebted in the sum of fifty thousand dollars.

It did not set forth the fact that there were outstanding checks, drawn by him on the Mechanics' Bank at Burlington, and then in the hands of various persons to him unknown.

And the said list deficient in setting forth the amounts severally due to the creditors named, amongst others in the following particulars, viz:

It is set forth that Michael Hays was a creditor to the amount of seventeen thousand and five hundred dollars, whereas said Hays was at that time a creditor to the amount of twenty nine thousand dollars.

It is set forth that Joseph Deacon was a creditor in the sum of twenty-three thousand four hundred and fifty dollars, whereas said Deacon was then a creditor to the amount of about thirty thousand dollars.

He, the said George W. Doane, in the particulars set forth in this specification, manifestly showing a sinful disregard for the sacred character and solemn obligations of an oath.

#### SPECIFICATION XX.

That the said George W. Doane, while engaged during several years in transactions largely involving the pecuniary interests of many persons, as well as his own honor and the honor and interests of the Church of Christ, and being under the strongest obligations to a proportionate accuracy and fidelity, yet kept no true and accurate account of his checks, endorsed notes, or other notes, debts or engagements, and adopted no regular system of book-keeping at the institutions under his control; and according to his own statement, had no accounts whatever which would enable him to preserve an acquaintance with the real state of his own affairs.

## SPECIFICATION XXI.

That the said George W. Doane, at the sale of his personal effects in 1849, for the benefit of his creditors, acquiesced in the sale of the said effects, or a portion of them, and especially of his valuable library, at a price much below their real value, and without such due and proper exposure for sale as would have made them yield the largest amount to his creditors; and afterwards received the same for his own use and benefit; in violation of his obligation to be in all things an example of strict justice and self-denying integrity.

## SPECIFICATION XXII.

That he, the said George W. Doane, in the several particulars herein before mentioned employed his high office of Bishop, and the confiding trust reposed in him in consequence thereof, in practising deception upon Presbyters, over whom he exercised power and influence, to wit: the Rev. Alfred Stubbs, the Rev. Reuben J. Germain, and the Rev. John D. Ogilby, D. D, and upon women connected with his own pastoral charge, to wit: Mrs. C. Lippincott, Mrs. S. C. Robardett, Mrs. A. C. Winslow, and others upon whom such influence might operate.

## SPECIFICATION XXIII.

That when an attempt was made in the Convention of the Diocese of New Jersey, in the month of May, 1849, by one of his Presbyters, to wit, the Rev. Henry B. Sherman, to obtain information as to the securities of the Episcopal Fund belonging to said Convention, he, the said George W. Doane, endeavored to intimidate said Presbyter, and to deter him from the performance of his duty and the exercise of his rights: and when Michael Hays, a short time previous to the Convention of the Diocese of New Jersey, in the year 1851, in the city of Burlington, intimated to him, the said George W. Doane, his intention to bring the matters at issue between them before the Convention of the Diocese of New Jersey, the said George W. Doane endeavored to deter him from so doing by threatening that if he did so, he, the said G. W. Doane, must put himself on his defence, and he, the said Hays, would get nothing: and when Joseph Deacon, on a certain occasion, in the year 1849, threatened to go before the Grand Jury of Burlington County to enter complaint against him, he endeavored to intimidate said Deacon, and to deter him from so doing, by threats of personal violence, accompanied with menacing gestures and manifestations of great anger, and said to him, the said Deacon, "If you do so, I'll kill you, I'll kill you," the said Deacon being a very aged man, and at the time alone with said George W. Doane, in an apartment of his house at Riverside.

## SPECIFICATION XXIV.

That he has violated his trust as guardian of the young child of the late Rev. Benjamin D. Winslow, by employing for his own purpose, money, the property of said child, which came into his hands as guardian of said child, and not at all securing its repayment.

## SPECIFICATION XXV.

That he, the said George W. Doane, Bishop as aforesaid, prevailed upon William H. Carse, then in his employ at Burlington, as gardener, to loan to him the sum of five hundred and nineteen dollars and thirteen cents, and to borrow from a friend the further sum of about five hundred and ninety dollars, for the use of said George W. Doane; and notwithstanding his repeated promises of repayment, he utterly neglected and failed to perform the same for a long period, until compelled to compromise and settle the matter by the reproachful and menacing letters of said Carse's wife.

## SPECIFICATION XXVI.

That he, the said George W. Doane, Bishop as aforesaid, notwithstanding he has been for years in a state of utter insolvency, has nevertheless continued to indulge in unnecessary and unbecoming expensiveness of living, inconsistent with strict integrity and especially with the proper example of a Bishop in the Church of God, while he knew that many of his creditors were suffering for the want of money which he owed them, and which he had induced them to trust in his hands, on account of their confidence in his ability to pay, and in his representations and promises.

## SPECIFICATION XXVII.

That he, the said George W. Doane, Bishop as aforesaid, in his pamphlet before mentioned, published in February, 1852, and entitled "the Protest and Appeal of George Washington Doane, Bishop of New Jersey," having deliberately and with solemn appeal to Almighty God, declared "his perfect and entire innocence and integrity as to all and singular the charges made against him," has asserted what is entirely false, and made representations which were adapted greatly to mislead the public mind; among others in the following particulars, viz.:

He avers that his debt was "not personal to himself," when the whole of the same was contracted solely on his own responsibility, and under no necessity or obligation, and when a large part of the same was connected with no public or ecclesiastical object.

He says "that the Treasurer of the Convention lent him his uninvested funds temporarily on his notes," when the said loans had been, and had been intended to be, as permanent as any others.

He says that the Treasurer "had a precedent for this, before the episcopate of the undersigned," when no real precedent for transactions like this had existed.

He states that "there were several Banks in New Jersey, at which special friends of the undersigned and of his work, were influential as President and Cashiers, in which he was permitted to draw short drafts, from time to time, to be discounted and placed to his credit;" and that "at their maturity they were duly met;" whereas no such permission had been given him.



He asserts that "Michael Hays has acknowledged, as can be proved, that he declared under oath, before the Grand Jury, in August, 1850, that he had no cause of complaint against the undersigned;" whereas the said Michael Hays has made no such declaration. He asserts, in reference to the transaction alleged in the 1st Specification of the 8th charge against him, as given in the said pamphlet, that "there was no refusal of a check on the Burlington Bank."

He asserts that he "continued to enjoy, uninterrupted and undiminished, the confidence of his Convention, the confidence of his Diocese, the confidence of his Parishioners, the confidence of the Trustees and Patrons of the College and of the Hall, the confidence of his friends, the confidence of the community;" when he well knew, that the confidence of the community and of many individuals in his Diocese, was much diminished.

He asserts that "no charges have been brought against him by any respectable or responsible person;" when such charges were contained in a pamphlet published by the Rector of a respectable Parish in his Diocese, with the unanimous approval of the Wardens and Vestrymen of the same.

He asserts that he was the bearer of a letter from the former Treasurer of the Society for the Promotion of Christian Knowledge and Piety, to the Rev. Mr. Stubbs, containing the funds which he afterwards borrowed from said Stubbs; when, in fact, the said funds were carefully delivered by the said Treasurer to the said Stubbs in person.

He avers that in all his transactions "nothing was ever done but in good faith."

He avers that "for twelve years he kept all his large and various engagements."

He asserts that the investment of the funds of the Convention in his notes "was considered safe," and "has been perfectly secured." He asserts that "a memorandum" of the debt due to the Convention "was sent in to Mr. Aertsen, though, as it is proved, too late to be included in the list" of his debts; when it was in his power to have inserted it at any moment, prior to taking the oath subscribed to said list.

He states that "only ground" of the "allegation" which he denominates "false" that he drew checks on the Burlington Bank, when he had no money in said Bank, "was his habit of making his accounts good every day at three o'clock," and that "provision was made to meet the checks daily, until the sickness occurred;" whereas he well knew that they had often been left without funds to meet them at said time, and that many have never been paid.

He denies entirely having made any pretence that notes endorsed for him by Michael Hays were to renew notes which had been previously endorsed by the said Hays.

He states that Mrs. C. Lippincott was most "intimately acquainted with the business, risks and relations of the undersigned," and acted, in lending him her funds, "with the fullest intelligence and the most perfect freedom;" when



according to his own statement, neither he, nor any other person was intimately acquainted with the actual condition of his affairs, so as to act in connexion with them, with the fullest intelligence.

He affirms, with reference to the proceedings before the Grand Jury of the County of Burlington, that "it was through no influence of his, direct, or indirect, nor with his privity, that any thing was done, or not done, considered or re-considered; "when it was indeed through his personal persuasions, and his efforts to arrange compromises with two of his creditors, that such proceedings were dropped.

Given under our hands, in the City of New York, this thirtieth day of March, A. D. 1852.

WILLIAM MEADE, D., D.

Bishop of the Prot. Epis. Church of Virginia.

CHAS. P. McILVAINE,

Bishop of the Prot. Epis. Church in Ohio.

GEORGE BURGESS,

Bishop of the Prot. Epis. Church in Maine.

I certify, that the above is a true copy of the Original.

PHILANDER CHASE,

*Presiding Bishop.*

To the Rt. Rev. G. W. Doane, D. D., LL. D.

*Jubilee College, Ill , April 28th, 1852.*

DEAR BROTHER.

You are hereby according to Canon called upon to appear in Camden, New Jersey, on the 24th Day of June, A. D., 1852, and answer to the Specifications made in the presentment of yourself by your Brethren, the Bishops of Virginia, Ohio and Maine, for trial. A copy of the presentment accompanies this official summons.

Yours in the Lord,

PHILANDER CHASE,

*Presiding Bishop.*