

THE RECORD

OF THE

Proceedings of the Court of Bishops,

ASSEMBLED AT

CAMDEN, NEW JERSEY, SEPT. 1<sup>ST</sup>, 1853,

FOR THE TRIAL OF

THE RT. REV. GEORGE WASHINGTON DOANE, D. D., LL. D.,  
BISHOP OF NEW JERSEY,

UPON

A PRESENTMENT

MADE BY

THE RT. REV. WILLIAM MEADE, D. D., Bishop of Virginia,  
THE RT. REV. CHARLES PETTIT McILVAINE, D. D., Bishop of Ohio, and  
THE RT. REV. GEORGE BURGESS, D. D., Bishop of Maine.

New York:

STANFORD AND SWORDS, 137, BROADWAY.

1853.

Entered according to Act of Congress, in the year 1858,

By STANFORD AND SWORDS,

In the Clerk's Office of the District Court of the United States for the Southern District of New York.

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# JOURNAL.

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## First Day.

CAMDEN, NEW JERSEY, *September 1, 1853.* }  
10 o'clock, A. M. }

THIS being the place, the day, and the hour, appointed by the Presiding Bishop, according to the provisions of Canon III. of 1844, for the assembling of the Bishops of the Protestant Episcopal Church in the United States, to form a Court for the trial of the Rt. Rev. George Washington Doane, D. D., LL. D, Bishop of the Diocese of New Jersey, on a Presentment made by the Rt. Rev. William Meade, D. D., Bishop of the Diocese of Virginia, the Rt. Rev. Charles Pettit McIlvaine, D. D., Bishop of the Diocese of Ohio, and the Rt. Rev. George Burgess, D. D., Bishop of the Diocese of Maine, there appeared, the Rt. Rev. Thomas Church Brownell, D. D., LL. D., Bishop of the Diocese of Connecticut, and Presiding Bishop the Rt. Rev. James Hervey Otey, D. D., Bishop of the Diocese of Tennessee, the Rt. Rev. Jackson Kemper, D. D., Missionary Bishop of Wisconsin and Iowa, the Rt. Rev. Samuel Allen McCoskry, D. D., D. C. L., Bishop of the Diocese of Michigan, the Rt. Rev. Leonidas Polk, D. D., Bishop of the Diocese of Louisiana, the Rt. Rev. William Rollinson Whittingham, D. D., Bishop of the Diocese of Maryland, the Rt. Rev. Stephen Elliot, D. D., Bishop of the Diocese of Georgia, the Rt. Rev. Alfred Lee, D. D., Bishop of the Diocese of Delaware, the Rt. Rev. John Johns, D. D., Assistant Bishop of the Diocese of Virginia, the Rt. Rev. Manton Eastburn, D. D., Bishop of the Diocese of Massachusetts, the Rt. Rev. Carlton Chase, D. D., Bishop of the Diocese of New Hampshire, the Rt. Rev. George Washington Freeman, D. D., Missionary Bishop for the Southwest, the Rt. Rev. Alonzo Potter, D. D., LL. D., Bishop of the Diocese of Pennsylvania, the Rt. Rev. George Upfold, D. D., Bishop of the

Diocese of Indiana, the Rt. Rev. Francis Huger Rutledge, D. D., Bishop of the Diocese of Florida, the Rt. Rev. John Williams, D. D., Assistant Bishop of the Diocese of Connecticut, and the Rt. Rev. Jonathan Mayhew Wainwright, D. D., D. C. L., Provisional Bishop of the Diocese of New York, together with the Bishops making the Presentment, and the Bishop Respondent.

The meeting was opened with the reading of the Litany, by the Bishop of Michigan.

On motion of the Bishop of Michigan, the Bishop of Connecticut took the chair, as President of the Court.

On motion of the Assistant Bishop of Virginia, the Assistant Bishop of Connecticut was requested to act as Secretary *pro tempore*.

The President of the Court then certified, that he had furnished every Bishop of the Protestant Episcopal Church in the United States with a copy of the Presentment, and a notification of the time and place of the meeting of the Court, and that he had received notice of the receipt of said documents from all the Bishops, except the Bishop of Maryland, who was then absent from the country.

Whereupon the roll was called, and the Court declared to be duly organized.

An election was then made of a Permanent Clerk; which resulted in the election of the Provisional Bishop of New York, as being the Junior Bishop of the House.

The following document was read by the Clerk, but no order was taken thereon :

"The undersigned, on that great Christian principle of the Common Law, which asserts, for every accused person, the benefit of the vicinage, and refuses to change the venue, unless for his advantage; on the ground, also, of its distinct recognition on the recent decision, and in consideration of the pressure of his academical duties, now especially urgent as the commencement at Burlington College is near at hand, respectfully, yet earnestly, claims the immediate adjournment of the Court to Burlington, the place of his residence, and of the transactions charged in the Presentment.

"G. W. DOANE,

"Bishop of New Jersey.

"CAMDEN, 1st September, 1853."



On motion of the Bishop of Georgia, seconded by the Bishop of Tennessee, the Presentment was then read, as follows :

*To the Bishops of the Protestant Episcopal Church in the United States.*

- A. Presentment preferred by three Bishops of the Protestant Episcopal Church in the United States of America against the Rt. Rev. George Washington Doane, a Bishop of said Church, before the Bishops of the said Church.

WE the undersigned, William Meade, D. D., Bishop of the Protestant Episcopal Church in the Diocese of Virginia, Charles Pettit McIlvaine, D. D., Bishop of the said Church in the Diocese of Ohio, and George Burgess, D. D., Bishop of the said Church in the Diocese of Maine, do, by virtue of the authority reposed in us by the canons of the said Church, present to the Bishops of the Protestant Episcopal Church in the United States of America :

That George Washington Doane, D. D., Bishop of the said Church in the Diocese of New Jersey, is guilty of crime and immorality in the particulars hereinafter specified,—  
That is to say,

SPECIFICATION 1ST.

In this,

That the said George Washington Doane, at divers times during the period in which he has held and exercised the office of Bishop of the Church aforesaid, did, in the State and Diocese of New Jersey, contract numerous and large debts, beyond his means of payment, at their respective dates, and which at their respective dates he had no reasonable and definite prospect of being able to pay—the said debts amounting, on or about the 26th of March, 1849, to not less than the sum of two hundred and eighty thousand dollars, and probably amounting to three hundred thousand dollars, then unpaid. And the whole property, real, personal and mixed, of the said George Washington Doane, at the date last aforesaid, not exceeding in value the sum of one hundred and thirty thousand dollars, of which property the real estate was bound by liens to the extent of one hundred thousand dollars, all which conduct was immoral and dishonest, and unbecoming a Bishop of said Church.

SPECIFICATION 2D.

In this,

That the said George Washington Doane, Bishop as aforesaid, for the purpose of excusing the contracting of the debts specified in the 1st Specification, in a certain printed pamphlet published by him, bearing date on or about the 9th day of February, 1852, in the State of New Jersey, entitled "The Protest and Appeal of George Washington Doane, Bishop of New Jersey, as aggrieved by the Right Reverend William Meade, D. D., the Right Reverend George Burgess, D. D., and the Right Reverend Charles Pettit McIlvaine, D. D., and his reply to the false, calumnious and malignant representations of William Halsted, Caleb Perkins, Peter V. Coppuck, and Bennington Gill, on which they ground their uncanonical, unchristian and inhuman procedure in regard to him," did untrue state, "The undersigned" (meaning the said George Washington Doane) "gave up his property

of every form, to meet, so far as it might, a debt not personal to himself,—his private income being much more than equal to his private expenditure,—but growing out of his venture for Christian education in the two institutions above named,” (meaning St. Mary’s Hall, a school for females, and Burlington College, a school for boys,) “and his self-disregard, to serve the Church, to adorn and dignify his native State, and shed the light of Christian learning on the land.”

Whereas, in truth and fact, only a small part of the debt in the said passage mentioned, not amounting to one-half thereof, was incurred on account of those institutions above named, or of either of them, or ever enured to the benefit of those institutions, or of either of them; and as well the said school of St. Mary’s Hall as Burlington College, were the private property and adventures of the said George Washington Doane, and carried on for his private benefit; and even if said debt had been incurred in such venture, yet was the contracting of such debt beyond the means of the said George Washington Doane to pay, immoral and unchristian.

#### SPECIFICATION 3D.

In this,

That the said George Washington Doane, Bishop as aforesaid, having at divers times during the years 1847 and 1848, procured one Michael Hays, in the State of New Jersey, to indorse divers promissory notes for more than ten thousand dollars, for the accommodation of said George Washington Doane, said notes or most of them being without date, when delivered to said George Washington Doane to be discounted at his convenience, did afterwards and during the years 1848 and 1849, when said notes which had been discounted for said George Washington Doane were approaching maturity, procure said Michael Hays to endorse other notes to the amount of ten thousand dollars, under the pretext and upon the assurance that said last mentioned notes should be applied and used for the purpose of renewing the notes or some of them formerly given for discount; and said Michael Hays, confiding in such representations, did indorse notes for various sums of money, amounting to ten thousand dollars, said notes being blank as to the dates thereof, when delivered to said George Washington Doane, and delivered the same to him for the purpose aforesaid; but said George Washington Doane failed to use said notes, given for renewal of other notes, for that purpose, and used the same for other purposes, having them discounted, or passed to other persons for value, and left said first mentioned notes to be protested, thereby fraudulently increasing the liability of said Michael Hays, by the sums of money for which the notes so given for renewal of other notes were drawn, to wit, to the amount of ten thousand dollars.

And in particular, that in the month of May, 1848, said George Washington Doane having procured the indorsements of said Michael Hays, on divers notes discounted for the accommodation of said George Washington Doane, before that time, procured said Michael Hays to indorse six other promissory notes for one thousand dollars each, payable to said Michael Hays, but without the dates being inserted therein, and deliver them to said George Washington Doane, upon the pretext and representation that notes previously indorsed by said Michael Hays would fall due during the contemplated absence of said George Washington Doane, and that he needed these six notes to renew those so about to fall due, till he could realize the proceeds of the loan of fifty thousand dollars then just negotiated; and said George Washington Doane, having under those representations and for that purpose obtained said six notes so indorsed, did not apply them in renewal of notes previously indorsed by said Michael Hays, but used and applied them to other purposes, whereby said Michael Hays was fraudulently made responsible for the whole amount of said notes over and above his previous liability for said George Washington

Doane ; and that said George Washington Doane having obtained, in the year aforesaid, indorsements of said Michael Hays on notes, of which, notes to the amount of four thousand dollars were protested for non-payment, and said Michael Hays having indorsed other notes for four thousand dollars, for the purpose of taking up said protested notes, and having delivered the same to said George Washington Doane, for that purpose, applied afterwards to him for the four protested notes, when said George Washington Doane delivered him two of said protested notes, and referred him to Reuben J. Germain for the other two, under the false pretence that said R. J. Germain had them ; but on application to said R. J. Germain, he replied that he knew nothing of those two notes ; and said two notes were not in fact taken up by said George Washington Doane, with the notes given him for that purpose ; but said Michael Hays was compelled to pay said two protested notes, and said George Washington Doane fraudulently misapplied the two notes indorsed for the purpose of taking them up, to other purposes, whereby the liability of said Michael Hays was increased for said George Washington Doane, by his fraudulent misapplication of said two notes, to the amount of two thousand dollars.

#### SPECIFICATION 4TH.

In this,

That George Washington Doane, Bishop as aforesaid, having at various times during the years 1847 and 1848, procured one Joseph Deacon, in New Jersey, to indorse divers promissory notes for the accommodation of said George Washington Doane, for divers large sums of money, amounting in the aggregate to over the sum of eleven thousand five hundred dollars, which notes had not the dates inserted when so indorsed and delivered to said George Washington Doane, to be discounted at his convenience ; and said notes having been discounted for the use of said George Washington Doane, whereby said Joseph Deacon was liable thereon to that amount ; he, the said George Washington Doane pretending that he was desirous of renewing said notes, did produce to the said Joseph Deacon divers notes for various sums of money, and mostly without the dates being inserted therein, at several times during 1848 and 1849, and procured and induced the said Joseph Deacon to indorse sundry of those promissory notes, for the accommodation of the said George Washington Doane, for divers large sums of money, amounting in the aggregate to the sum of eleven thousand five hundred dollars, which notes had not the dates inserted when indorsed, under the false pretence and assurance that said last mentioned promissory notes were needed for the renewal of those whereon said Joseph Deacon was already liable, and that said new notes should be used only for the purpose of such renewal ; and said Joseph Deacon confiding in such false assurances, having in the years last aforesaid, in New Jersey, indorsed for said George Washington Doane, for his accommodation, at his request, the said notes, and delivered them to him or his agents, for the sole purpose of renewing notes whereon said Joseph Deacon was already liable, the said George Washington Doane did not use and apply the said notes for the purpose of renewing such former notes, but did cause the same to be discounted and passed away to third parties, so as to increase the liabilities of said Joseph Deacon, for the said George Washington Doane, to the full amount of eleven thousand five hundred dollars.

That among the notes making the eleven thousand five hundred dollars aforesaid, was a certain note for one thousand dollars, indorsed by the said Joseph Deacon, for the accommodation of said George Washington Doane, and within the years 1848 and 1849, discounted for his benefit by the Camden Bank ; and that said George Washington Doane procured said Joseph Deacon to indorse and deliver to one Reuben J. Germain, another note for one thousand dollars, upon the false pretext and assurance that such new note should be substituted for the said former note, in renewal of the same ; but said Joseph

Deacon having indorsed such new note and delivered the same to the said Reuben J. Germain, for the purpose aforesaid, the said George Washington Doane did not apply and use said note in renewal of and substitution for the said former note, but on the contrary, allowed the said former note to be protested, and transferred said new note to another person, so as to double the liability of said Joseph Deacon, by the fraudulent misapplication of said new note whereon he became liable to such third party, and said George W. Doane falsely stated in writing to said Joseph Deacon, that said former note had been renewed by said Camden Bank.

That two other notes, part of said eleven thousand five hundred dollars, to wit, one for the sum of seven hundred dollars, and one for the sum of seven hundred and fifty dollars, in the years aforesaid, were indorsed by said Joseph Deacon, for the accommodation of said George Washington Doane, and discounted by the Mechanics Bank of Burlington; and said Joseph Deacon, at the instance of said George Washington Doane, indorsed and delivered to said Doane, two other notes of like amount, for the renewal of said former notes, on the false pretence and assurance of said George Washington Doane, that such new notes should be used for the renewal of said former notes, discounted as aforesaid; yet said George Washington Doane having, under such representations, obtained such new notes, indorsed by said Joseph Deacon, did not so apply or use them, or either of them, but transferred the same to other parties, so doubling the liability of said Joseph Deacon, by such fraudulent misapplication.

#### SPECIFICATION 5TH.

In this,

That the said George Washington Doane, in the month of December, 1848, falsely representing to the said Joseph Deacon, that said Joseph Deacon was responsible on two notes for five hundred dollars each, discounted at the Medford Bank, for the accommodation of said George Washington Doane, and that the same could be renewed if the said Joseph Deacon would indorse a new note for one thousand dollars, to be used for that purpose, said Joseph Deacon did indorse a note for one thousand dollars, payable to said Reuben J. Germain, and by said Germain indorsed, and deliver the same to said Germain, as the agent of said George Washington Doane, for the purpose of renewing the two notes aforesaid, whereon he was represented as being responsible; but the said George Washington Doane did use and apply said note so indorsed, to discharge a certain note for five hundred dollars, discounted in said Medford Bank, for the benefit of said George Washington Doane, but whereon said Joseph Deacon was not an indorser, and in no manner responsible, and in substitution or renewal of another note in said Bank, for five hundred dollars, whereon said Joseph Deacon was responsible.

#### SPECIFICATION 6TH.

In this,

That the said George Washington Doane being indebted to one William E. Page, in the sum of five hundred dollars, for so much money borrowed of him, and being pressed for payment, falsely represented to the said Joseph Deacon, that there was a certain note for five hundred dollars, whereon said Deacon was an indorser, which said George Washington Doane was desirous to renew, and under such false pretext, procured and induced said Joseph Deacon to indorse a note for the sum of five hundred dollars, for the purpose of being used in renewal of the said alleged note for a like amount; and said Joseph Deacon confiding in such representation, indorsed and delivered a note for that amount, to said George Washington Doane, for such purpose; but in fact there was no note of five hundred dollars, whereon said Joseph Deacon was indorser, for the renewal whereof

such new note was requisite; but said George Washington Doane transferred said note, so indorsed by said Joseph Deacon, to the said William E. Page, as security for the said debt of five hundred dollars, due him by said George Washington Doane, but for which said Joseph Deacon was before in no manner liable.

#### SPECIFICATION 7TH.

In this,

That the said George Washington Doane, in the latter part of May, or in the first part of June, in the year 1848, in New Jersey, represented to the said Joseph Deacon, through the agents of said George Washington Doane, and in his own person, that he was negotiating a loan of fifty thousand dollars, to be secured upon certain property by mortgage, which money was for the purpose of paying the debts of said George Washington Doane, owing to said Joseph Deacon, or whereon he was liable for said George Washington Doane, among others, and for such purposes, requested the said Joseph Deacon to advance the sum of three thousand dollars; and the said Joseph Deacon continuing in such false pretences, did sign and deliver to the said George Washington Doane, five promissory notes, each for the sum of six hundred dollars, one payable at ninety days, the other four at the expiration of each of the next four months successively, under the express assurance of the said George Washington Doane, that he would not part with the said several notes.

Yet said George Washington Doane, contrary to the intent of the parties, and to the assurances and pretences aforesaid, did not retain the said notes, but transferred them to third parties, for value, whereby the said Joseph Deacon became liable to pay the sum of three thousand dollars aforesaid, to third parties, and for other purposes than those for which, on the representations of said George Washington Doane, the said notes had been delivered to him, thus creating an additional liability of said Joseph Deacon for him, contrary to the intent of the parties; and though the said George Washington Doane, besides the proceeds of the said notes, received divers other large sums of money on account of said loan of fifty thousand dollars, which are specified in a certain deed of mortgage, dated the 10th day of June, 1848, between the said George Washington Doane and Eliza G. his wife, of the one part, and Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite, and Nathan Thorp, of the other part, and recorded in the county of Burlington, yet no part either of the proceeds of said notes of said Joseph Deacon, nor any other portion of the said money received by said George Washington Doane, was ever applied either in payment of any part of the debt due by said George Washington Doane to said Joseph Deacon, nor to discharge any of the debts whereon said Joseph Deacon was liable for him, according to the representations by said George Washington Doane, of the purposes of said loan, and the property included in said mortgage was utterly illusory and insufficient as a security for the payment of the sums purporting to be secured thereby, and in point of fact, no part of said three thousand dollars has been repaid by said George W. Doane to said Joseph Deacon, nor has been secured for the same.

#### SPECIFICATION 8TH.

In this,

That the said George Washington Doane, in the latter part of May, or in the first part of June, 1848, represented in person and by his agents, to said Michael Hays, in New Jersey, that the said George Washington Doane was negotiating a loan of fifty thousand dollars, which money was to be secured by mortgage on certain property, and was to be applied in payment of certain debts of the said George Washington Doane, due to said Michael Hays, or whereon said Michael Hays was liable to third parties, for the said



George Washington Doane, together with other debts of the said George Washington Doane, which said debts and liabilities it was represented said sum of fifty thousand dollars would wholly or in great part discharge, and for such purposes requested the said Michael Hays to loan and advance the sum of three thousand dollars; and said Michael Hays, confiding in such false pretences of the said George Washington Doane, did loan and advance to him the sum of three thousand dollars, for the purposes aforesaid; and the said sum of three thousand dollars was included with other sums advanced to make up said loan, in a certain mortgage on certain property in New Jersey, dated the 10th day of June, 1848, between said George Washington Doane and Eliza G., his wife, of the one part, and Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite, and Nathan Thorp, of the second part, recorded in Burlington county, but the property to secure the same was utterly illusory and insufficient; but the said George Washington Doane having received the said three thousand dollars, as well as other large sums for the purpose aforesaid, did not apply the same, or any part thereof to the liquidation of the debt owing by him to said Michael Hays, nor to the discharge of any debt whereon the said Michael Hays was responsible for said George Washington Doane; but fraudulently and in violation of the purposes of the loan, and the assurances and representations of said George Washington Doane, on the faith whereof said three thousand dollars were advanced, applied the same to other purposes, thereby increasing the responsibility of said Michael Hays, for said George Washington Doane, fraudulently, to the full amount of said notes.

## SPECIFICATION 9TH.

In this,

That George Washington Doane, Bishop as aforesaid, while soliciting a loan of fifty thousand dollars, for the purpose of relieving him of his embarrassments, did, in the months of May and June, in the year 1848, represent in person and by his agents, to divers persons who were solicited to contribute money and funds to said loan, that the money and funds so contributed would be secured by a mortgage on certain property, of sufficient value to make the same a safe investment, which representation was made to Michael Hays, Joseph Deacon, Sarah C. Robardet, John Black, John Irick, Matthew McHenry, and Jonathan J. Spencer, among others; but said George Washington Doane did not secure the sums so advanced, on property of adequate value, but secured the said loan only on the property mentioned and conveyed in and by a certain mortgage dated 10 June, 1848, between George Washington Doane and Eliza G., his wife, and Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite, and Nathan Thorp, now of record in Burlington county, which said property was then subject to heavy liabilities and liens, and well known by said George Washington Doane, at the time of such representations, to be utterly inadequate to secure the sums so borrowed on the faith thereof.

## SPECIFICATION 10TH.

In this,

That the said George Washington Doane, Bishop as aforesaid, in the month of October in the year 1848, being, as he well knew, utterly insolvent, and knowing that one Alfred Stubbs, a Presbyter of the Diocese of New Jersey, held the sum of one thousand dollars, belonging to the Society for the Promotion of Christian Knowledge and Piety, an association of members of the Protestant Episcopal Church, in the said Diocese, which sum it was the duty of said Alfred Stubbs to loan out or invest on good security, at legal interest, did borrow the said sum of one thousand dollars, from the said Alfred Stubbs, under the promise and condition that he would give said Alfred Stubbs satisfactory security, without delay; but the said George Washington Doane, having obtained possession of said sum of



money, did not give the said Alfred Stubbs satisfactory security therefor, but gave him no other security than the bond of said George Washington Doane, with a power of attorney to enter judgment on said bond, payable in thirty days, which instrument was no security till the expiration of thirty days, and was not satisfactory to said Alfred Stubbs, and was not such security that a person holding trust funds would be justified in loaning such funds on the faith of it, nor was it such security as was contemplated at the time of the loan of said money, and it did not in fact secure the payment of said one thousand dollars, but by the failure and legal insolvency of said George Washington Doane, the said Alfred Stubbs was left without any legal remedy to secure said debt, which conduct of said George Washington Doane was a knowing concurrence on his part in a misapplication of trust funds, in a breach of trust relative thereto, and immoral; and was specially criminal in a Bishop, whose duty it was to care anxiously for the safety of funds charitably contributed for the promotion of Christian knowledge and piety.

## SPECIFICATION 11TH.

In this,

That the said George Washington Doane, at various times during the years 1846 and 1847 and 1848, during all which time he was insolvent and utterly unable to pay his debts, and knowing that one Reuben J. Germain held, as Treasurer of the Convention of the Diocese of New Jersey, money and stocks and valuable securities, to the amount of seven thousand dollars and upwards, which funds it was the duty of said Reuben J. Germain to keep invested on good security, did procure the said Reuben J. Germain to loan to him, the said George Washington Doane, out of the said funds so belonging to the said Convention, divers sums of money, at various times during the years aforesaid, amounting in the aggregate to the sum of seven thousand dollars and upwards, upon the security of the notes of the said George Washington Doane solely, contrary to the duty of the said Reuben J. Germain, as treasurer of said Convention, and without the knowledge of said Convention, that said sum of money had been loaned to the said George Washington Doane, without other security than his notes, the said notes of the said George Washington Doane not being any safe or adequate security for said money, at the times they were respectively given; and the said money so borrowed remained so without other security till the failure of said George Washington Doane, in March, 1849, whereby the same was wholly lost to the said Convention, which conduct of the said George Washington Doane, involved the guilt of participating in a breach of trust, the guilt of inducing an officer of the Convention to violate the trusts of his office, and the guilt of jeopardizing the property of the Convention without its knowledge, and without obtaining its sanction, said George Washington Doane never having caused the said Convention to be informed that said money was held by him unsecured, save by his own notes, and the guilt of endangering, by appropriating them to his own use, the safety of funds consecrated to the service of the Church of God.

## SPECIFICATION 12TH.

In this,

That George Washington Doane, Bishop as aforesaid, having been, in November, 1840, appointed Guardian of George D. Winslow, by the Orphans' Court of Burlington county, in New Jersey, and having given bond for the performance of the duties of his said office, with Mrs. A. C. Winslow, as security in said bond, and having received property of the said infant, to a large amount, to wit, to the value of one thousand dollars, did, in violation of his duty and trust as guardian aforesaid, misapply said property, by appropriating the same to his own use, without giving valid security for the same, thereby subject-

ing the said A. C. Winslow to liability to pay said money to his ward, and jeopardizing his ward's property, which money said George Washington Doane has not repaid.

#### SPECIFICATION 13TH.

In this,

That George Washington Doane, Bishop as aforesaid, being, on or about the 5th day of June, 1850, in New Jersey, indebted to the Camden Bank, upon a certain promissory note for the sum of one hundred dollars, whereon Michael Hays was an indorser, when said note approached maturity, being unable to meet said liability, induced the Cashier of said Camden Bank not to protest said note so as to fix the indorser, by the false assurance and pretence, that he, the said George Washington Doane, would, soon after his return home, send to said Cashier, the money to pay said note, or a new note for the same, with the said Michael Hays as an indorser; and said Cashier, having confided in such promises, and neglected to protest said note, so that the said indorser was discharged, the said George Washington Doane did not send the money requisite to pay said note, to the Cashier, nor to the said Bank, nor did he deliver to said Cashier, nor to said Bank, another note for the said debt, with the indorsement of said Michael Hays, or any other person, whereby said Camden Bank was defrauded out of the security of said Michael Hays' indorsement, and out of said debt.

#### SPECIFICATION 14TH.

In this,

That George Washington Doane, Bishop as aforesaid, repeatedly and at various times during the years 1847 and 1848 and 1849, drew a great number of checks and drafts or orders for divers large sums of money, on the Mechanics Bank, of Burlington, and on the Bank of North America, in Philadelphia, on the Morris County Bank, in New Jersey, on the Bank of Princeton, and on other Banks, and delivered the said checks, drafts or orders to divers persons to whom he was indebted, in payment of the moneys so owing by said George Washington Doane to them, the said George Washington Doane not having, at the time when said checks, drafts or orders were drawn, nor when they were respectively payable, funds to meet and satisfy them respectively, in the several Banks whereon said checks, drafts or orders were drawn, and said George Washington Doane, having at the time of drawing said checks, drafts or orders, no right or authority to draw them on those Banks respectively, and having no reasonable expectation of having funds in said Banks, to meet said checks, drafts or orders, when presentable, which conduct was fraudulent and immoral.

That in the year 1848 or 1849, the said George Washington Doane drew a check on the Mechanics Bank of Burlington, for the sum of two thousand two hundred dollars, and delivered the same to the Princeton Bank, in payment of a debt due by him to said Princeton Bank, when the said George Washington Doane had no money in the said Mechanics Bank of Burlington, to meet said check when the same was payable, nor when the same was presented for payment.

That on or about the month of July, 1848, the said George Washington Doane borrowed of one William B. Price, the sum of two hundred and fifty dollars, and delivered to the said Price, a check on the Mechanics Bank of Burlington, for the said money, payable in a week or thereabouts; but the said George Washington Doane did not provide funds in said Bank to meet said check, when the same was payable, and the same, when presented, was not in fact paid.

That the said George Washington Doane drew and delivered to Joseph Deacon, the checks following, on the respective days whereon they bear date, on the Mechanics Bank of Burlington, that is to say, a check dated 12 November, 1848, on the said Bank, pay-

able to J. Deacon, or bearer, for fifty dollars; a check dated 17 November, 1848, on said Bank, payable to Joseph Deacon, or bearer, for fifty dollars; a check dated 25 November, 1848, on said Bank, payable to Joseph Deacon, or bearer, for fifty dollars; a check dated 15 January, 1849, on said Bank, payable to cash, or bearer, for twenty-five dollars; a check dated 20 January, 1849, on said Bank, payable to cash, or bearer, for twenty-five dollars; a check dated 20 February, 1849, on said Bank, payable to cash, or bearer, for eighteen dollars and seventy-five cents; and the said George Washington Doane also drew and delivered, or caused to be delivered to Gideon Humphreys, a check on the Mechanics Bank at Burlington, payable to bearer, for the sum of one hundred and fourteen dollars, and dated on the 10th November, 1848; and said George Washington Doane had not, at the several times when said checks were respectively drawn, nor when the same were payable, any funds in the Mechanics Bank of Burlington, to meet the same, and said checks were not in fact paid, when presented at said Bank, and are still unpaid.

All which conduct on the part of said George Washington Doane, was fraudulent and immoral, and scandalous in a Christian Bishop.

#### SPECIFICATION 15TH.

In this,

That George Washington Doane, Bishop as aforesaid, about the month of March, 1847, and when he was utterly insolvent, induced and prevailed on one Sarah C. Robardet, in Burlington, to loan him three thousand dollars, upon the false representation and assurance that he would give her a mortgage on certain property worth six thousand dollars, for the securing of the repayment of the money, and she, confiding in such representation, loaned the said three thousand dollars, to the said George Washington Doane, who thereupon, on the 11th day of March, 1847, executed a mortgage on a certain parcel of land, to said Sarah C. Robardet, which was not worth the sum of six thousand dollars, but on the contrary, said land being scarcely worth six thousand dollars in fee free from incumbrances, was already subject to a prior lien or mortgage for twenty-five hundred dollars, of which the said George Washington Doane was well informed when he solicited and obtained said loan, but which he did not disclose to said Sarah C. Robardet, and by such concealment he obtained said loan, which could not have been obtained but for such concealment; and the said land, subject to such prior lien, was not an adequate security for the three thousand dollars advanced thereon, to said George Washington Doane, according to the usages of business men, in all which the said George Washington Doane imposed on and deceived the said Sarah C. Robardet, by inducing her to believe she would have a security to the extent of six thousand dollars, for the three thousand loaned as aforesaid, and said George Washington Doane, in order to secure said loan, used undue importunity and solicitation, to which his character as Bishop gave preponderating weight.

#### SPECIFICATION 16TH.

In this,

That George Washington Doane, Bishop as aforesaid, in the year 1848, upon the representation to one Herman Hooker, in Philadelphia, a bookseller, that the said George Washington Doane had raised money by a collection, for the purchase of a parish library, or other similar object, obtained from said Herman Hooker, on the faith of such collection, books to the value of about seventy dollars, and having obtained said books, failed or refused to pay for them, and they were not paid for at the date of his insolvent assignment; all which conduct was immoral and dishonest, since said George Washington Doane either falsely represented that he had collected the money for such purpose, or having collected it, he misapplied it to other purposes, in violation of the trust confided to him.

## SPECIFICATION 17TH.

In this,

That George Washington Doane, Bishop as aforesaid, did after he had become, and while he continued utterly insolvent and unable to pay the debts already owing by him, to wit, during the years 1847, 1848 and 1849, borrow large sums of money and contract heavy and numerous additional debts to divers persons, amounting in the aggregate to a sum exceeding seventy-nine thousand dollars: that is to say, the said George Washington Doane, in the month of March, 1847, borrowed of Sarah C. Robardet, the sum of three thousand dollars.

The said George Washington Doane incurred a debt of about two thousand dollars to one Thomas Dutton, for groceries and other goods, wares and merchandise, during the years 1847, 1848 and 1849.

The said George Washington Doane, in or about the month of June, 1848, borrowed from the following persons the several sums respectively following their names: from Lawson Carter, the sum of five thousand dollars; from Joseph Deacon, the sum of three thousand dollars; from Michael Hays, the sum of three thousand dollars; from Isaac B. Parker, the sum of two thousand dollars; from Thomas B. Woolman, the sum of two thousand dollars; from William Wright, the sum of two thousand dollars; from Nathan Thorp, the sum of one thousand and five hundred dollars; from Thomas Dugdale, the sum of one thousand dollars; from Franklin Woolman, the sum of one thousand dollars; from Taylor & Dugdale, one thousand dollars; from Thomas Dutton, one thousand dollars; from Sarah C. Robardet, one thousand dollars; from William H. Carse, one thousand dollars; from Abraham Brown, one thousand dollars; from Charles Bispham, one thousand dollars; from Elias D. B. Ogden, one thousand dollars; from John J. Chetwood, one thousand dollars; from Joel W. Condit, one thousand dollars; from Jeremiah C. Garthwaite, one thousand dollars; from Samuel Meeker, one thousand dollars; from Christiana Lippincott, one thousand dollars; from George P. McCulloch, three hundred and fifty dollars; from Edmund Morris, five hundred dollars; from Thomas Milnor, five hundred dollars; from George Gaskell, five hundred dollars; from Edward B. Grubb, one thousand dollars; from Samuel Rodgers, five hundred dollars; from William A. Rodgers, five hundred dollars; from W. J. Hall, five hundred dollars; from Isaac Alfred Shreve, five hundred dollars; from David Harmer, five hundred dollars; from William McIlvaine, five hundred dollars; from Albert Havens, five hundred dollars; from Edward Harris, five hundred dollars; from John Dobbins, five hundred dollars; from John Black, five hundred dollars; from John Irick, five hundred dollars; from Hiram Hutchinson, five hundred dollars; from Ralph Marsh, five hundred dollars; from James M. Quimby, five hundred dollars; from William J. Watson, five hundred dollars; from David Babbitt, one thousand dollars; from James A. Williams, one thousand dollars; from Alfred A. Sloan, three hundred dollars; from John G. Clark, three hundred dollars; from Henry A. Ford, three hundred dollars; from George P. Mitchell, three hundred dollars; from Thomas Hopkins & Son, three hundred dollars; from William C. Myers, three hundred dollars; from Jonathan J. Spencer, two hundred and fifty dollars; from Frederick L. Churchyard, two hundred and fifty dollars; from Jacob Mitchell, two hundred dollars; from Daniel Bennett, two hundred dollars; from Barak T. Nichols, two hundred and fifty dollars; from William S. Fautoute, two hundred and fifty dollars; from Charles H. Fenimore, three hundred and fifty dollars; from William Stone, three hundred dollars; from Francis Roth, three hundred dollars, included in the mortgage executed on the 10th day of June, 1848, between George Washington Doane and Eliza G. his wife, and Isaac B. Parker, Thomas Milnor, Richard S. Field, Jeremiah C. Garthwaite, and Nathan Thorp, but which mortgage was grossly insufficient as security for the same.



That the said George Washington Doane, in July, 1848, borrowed the sum of two hundred and fifty dollars from William B. Price.

That said George Washington Doane, in the month of October, 1848, borrowed from Alfred Stubbs the sum of one thousand dollars.

That said George Washington Doane, borrowed in or about November, 1848, from William E. Page, the sum of five hundred dollars.

That the said George Washington Doane, in the years 1848 and 1849, incurred a debt to Michael Hays, of ten thousand dollars, by the use of notes indorsed for the accommodation of said George Washington Doane by said Michael Hays within that period, beside the three thousand dollars specified in the mortgage.

That said George Washington Doane, in the years 1848 and 1849, incurred a debt to Joseph Deacon, of eleven thousand and five hundred dollars and upwards, by the using of notes indorsed by said Joseph Deacon for the accommodation of said George Washington Doane, and by him discounted or transferred to third parties during that period, in addition to the three thousand dollars in said mortgage mentioned.

That said George Washington Doane, in 1848 and 1849, and prior to March 26, of the latter year, borrowed of William H. Carse, five hundred and fifty dollars  $\frac{13}{100}$ , and by his aid, from another person, the sum of five hundred and ninety dollars.

That in the years 1847, 1848 and 1849, the said George Washington Doane incurred a debt to George Zantzinger, in Philadelphia, of twelve hundred dollars, for wines and spirituous liquors.

And at the time of contracting of said several debts, said George Washington Doane, well knowing his insolvent condition, did not disclose his insolvent condition to the said several persons to whom he incurred the said several responsibilities.

Nor did he disclose to them or any of them the amount of his debts and liabilities, nor the entire insufficiency of his means to meet the same: but on the contrary he dealt with said several persons as if able to meet the engagements and perform the obligations he was contracting with them. And to several of them, to wit, to the said William H. Carse, William E. Page, William B. Price and Thomas Dutton, he gave assurances of his ability to repay them. And when obtaining the indorsements aforesaid of said Michael Hays and Joseph Deacon, he left them under the impression that his affairs were prosperous, and at various times quieted their apprehensions by assurances that they respectively should lose nothing by such indorsements.

The incurring of which liabilities while insolvent, was dishonest and unjust, as well to the former creditors of said George Washington Doane, as to those with whom such new liabilities were contracted; and the immorality thereof was greatly aggravated by his failure to disclose his insolvent condition to them, and by the positive deception practised by his false promises and representations aforesaid.

All which is unjust, immoral, and unbecoming a Christian Bishop, and tending to bring into contempt the solemn office of Bishop.

#### SPECIFICATION 18TH.

In this,

That George Washington Doane, Bishop as aforesaid, having on the 20th day of August, 1849, negotiated an agreement between Eliza G. Doane his wife, and Michael Hays, sanctioned by the consent in writing of the said George Washington Doane, whereby it was stipulated that the said Eliza G. Doane should transfer to said Michael Hays all her right, title and interest in one thousand dollars, with certain interest in said agreement mentioned, the same being part of the income to which she was entitled under the will of her former husband, James Perkins, on the 10th day of January, 1850, and on every succeeding 10th day of January, till half of the sum should have been repaid said Michael

Hays, which he should be required to pay under the terms of an arrangement indicated in that agreement for procuring the discontinuance of certain suits then pending against said Hays on notes indorsed by him for the accommodation of the said George Washington Doane, without a contestation of said suits, together with interest on the sum so to be paid, and the costs incident to procuring such discontinuances; and immediately on the effecting of such settlement, that said Eliza G. Doane should give Michael Hays a power of attorney to receive the sum of one thousand dollars from the executors of James Perkins at the times above specified—to which agreement, signed by said Eliza G. Doane, was appended the written assent of said George Washington Doane; and said Michael Hays having effected the settlement contemplated in that agreement, and having abandoned all defence of the suits on said indorsements against him, the said Eliza G. Doane executed a power of attorney to said Michael Hays on the 30th day of October, 1849, reciting the agreement, and authorizing him to receive from the executors of said James Perkins, her late husband, the sum of one thousand dollars, part of her yearly income, on the 10th day of January, 1851, and every succeeding 10th day of January, till said Michael Hays shall have received the sum of ten thousand four hundred and nine dollars, with interest at six per cent. on the balances remaining after every payment of one thousand dollars; which power of attorney said George Washington Doane having caused to be delivered to said Michael Hays, in performance of the agreement aforesaid, he, the said George Washington Doane, persuaded and induced said Michael Hays not to present said power of attorney to the executors, and not to demand the money thereby ordered to be paid on the 10th day of January, under the pretence and assurance that the said George Washington Doane would pay to said Michael Hays the said instalment; but though said Michael Hays did not demand said money from the executors, yet when in January, 1851, after the day of payment, he called on said George Washington Doane for the same, he asked further indulgence till May, 1851, when he promised to pay the same; and said Michael Hays having waited till said month of May, then called on said George Washington Doane, who again failed and refused to pay the said money; and upon said Michael Hays threatening to apply to the church or to the law for redress, said George Washington Doane threatened that he would put himself on his defence, in which event the said Michael Hays would get nothing.

And said Michael Hays thereupon afterwards, to wit, on or about the 1st day of October, 1851, caused the said power of attorney to be presented to the executors aforesaid, and the money thereon demanded; but the executors refused to pay the same or any part thereof, the said fund whereon the said power of attorney was drawn, being an annuity of six thousand dollars given by the will of said James Perkins to his widow, said Eliza G., payable quarterly, which fell on the months of January, April, July and October in each year; all which instalments had been drawn at the time of the presentation of said order or power of attorney, to 1 October, 1851; and no provision having been made either by said George Washington Doane, or Eliza G., his wife, to meet said payment; but on the contrary, the said George Washington Doane had procured from said Eliza G., an order dated 1 October, 1851, on said executors, for fifteen hundred dollars, the annuity due on that day, and had transferred said order to one E. N. Perkins, by whom it was claimed in opposition to said Michael Hays; and the said executors have refused and declined to pay said instalment to said Michael Hays, because the agreement is invalid and the consideration usurious. By all which proceedings the said George Washington Doane, having induced said Michael Hays to abandon the defence of said suits on said indorsements, and so deprived him of the chance of defeating the laws on the ground of usury or fraud, has now defrauded said Hays out of said instalment for January, 1851, in said power of attorney mentioned.



## SPECIFICATION 19TH.

In this,

That George Washington Doane, Bishop as aforesaid, having on or about the 30th day of April, in the year 1845, presented to and laid before Horace Binney a certain subscription paper, for the building of a Church at Burlington, New Jersey, for the purpose of procuring the subscription of the name of said Horace Binney thereto, for the payment of money towards that object, and said Horace Binney having then and there refused to subscribe his name thereto, the said George Washington Doane did, out of the presence of said Horace Binney, and without the authority and against the consent of said Horace Binney, sign the name of said Horace Binney to the said paper as a subscriber of one thousand dollars to the building of said church—which act was immoral and criminal, and a fraud on said Horace Binney.

## SPECIFICATION 20TH.

In this,

That George Washington Doane, Bishop as aforesaid, having procured and induced sundry persons who held certificates of stock in St. Mary's Hall, to sign their names to the subscription paper for the building of a Church in Burlington, in New Jersey, in the said 19th specification mentioned, as subscribers of sums of money equal to the stock held by them respectively in St. Mary's Hall, upon the condition and assurance that said certificates should be received as cash by him from them, and that said George Washington Doane would himself pay the amounts so subscribed by them, and having in this mode and on those terms procured the names of Mrs. Garret D. Wall and Mrs. Susan V. Bradford, and William McIlvaine, and others, to the said subscription paper for the sum of six thousand dollars, the said George Washington Doane afterwards presented said paper, with those said names, procured under the condition and circumstances aforesaid, thereupon, as promising to pay money to the said amount, and also with the name of Horace Binney thereon, as a subscriber of one thousand dollars, placed there in the manner mentioned in said foregoing specification, to divers other persons, for the purpose of obtaining the names of such other persons as subscribers of money on said paper toward building said church, and did so procure additional subscriptions to the amount of at least six thousand dollars additional.

And in presenting said paper for said last mentioned subscriptions, said George Washington Doane did fraudulently not disclose the circumstances under which the name of said Horace Binney was placed on said paper, nor that the said Mrs. Garret D. Wall, and Mrs. Susan V. Bradford, and William McIlvaine, and others who had subscribed their stock in St. Mary's Hall, were not in truth subscribers of the money which the paper represented them as subscribing; and the obtaining of signatures to said paper without such disclosures, was obtaining money under false representations, and a fraud on such subsequent subscribers—said certificates of stock in St. Mary's Hall being then of much less value than the sums of money they professed to represent.

And said George Washington Doane having procured the names of said owners of certificates of stock in St. Mary's Hall to said subscription paper, as contributors of so much money, upon the condition and assurance that said certificates should be received as cash from them, and that he would pay the money subscribed, yet did, on the 28th day of May, 1847, in New Jersey, in a letter to Thomas Milnor, write to the effect following, "Let me here say, that in procuring a subscription of more than \$13,000, 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 false as to those persons who subscribed on condition of paying in certificates of stock in St. Mary's Hall.

## SPECIFICATION 21ST.

In this,

That George Washington Doane, Bishop as aforesaid, having engaged Munsig & Bowman, through William Munsig, a partner of that firm, on or about the 1st day of May, 1847, to furnish work, labour and materials for the introduction and establishment of Gas fixtures at Burlington College, and at St. Mary's Hall, and at the residence of said George Washington Doane, at Riverside, at Burlington, New Jersey, upon the promise to pay them one thousand dollars in November, 1847, and for the materials and labour employed in performing said work, at rates stipulated in said contract; and for the balance due at the completion of said work, to give them approved paper for such balance, payable at one year with interest; and said Munsig and Bowman having, on or about the 23d day of May, 1847, completed said work at an expense of upwards of four thousand dollars, whereof two thousand one hundred and sixty-two dollars and thirteen cents remained unpaid, applied to said George Washington Doane to give them the approved paper, or notes at one year with interest stipulated for and promised by him to them as aforesaid; but said George Washington Doane refused to comply with said promise, and compelled said Munsig & Bowman to take the six promissory notes of the said George Washington Doane, for the sums and times following, without interest, viz., a note for three hundred and sixty-five dollars, payable to William Munsig at five months, and dated 8 December, 1848; and a note dated 22 February, 1848, payable to Munsig & Bowman, at nine months, for three hundred and forty-seven dollars and thirteen cents; and a note dated 24 February, 1848, at nine months, for two hundred dollars; and a note dated 25 February, 1848, at nine months, for four hundred dollars; and two notes dated 22 February, 1848, at twelve months, one for four hundred dollars, and the other for four hundred and fifty dollars—neither of said notes having any indorse or other security, and none of them bearing interest: and none of said notes were paid when they respectively fell due, and all are still unpaid: by which false promises, said Munsig & Bowman were defrauded of the security due them as under said contract, and of the money which ought to have been secured thereby.

All which conduct of said George Washington Doane was dishonest, and unbecoming a Christian Bishop.

## SPECIFICATION 22D.

In this,

That George Washington Doane, Bishop as aforesaid, having given security to Mrs. C. Lippincott, for a large sum of money, loaned by her to him, did in the year 1847, in New Jersey, procure from her, and induce her to deliver to him, the said security, upon his promise to return the same to her; and she, confiding in such promise, and in his character as a Christian Bishop, having so delivered such security, he wholly neglected to restore the same, or any substitute equivalent thereto, but used the property covered by said security to secure some other creditor or creditors.

## SPECIFICATION 23D.

In this,

That the said George Washington Doane, Bishop as aforesaid, did, at the Convention of the Diocese of New Jersey, in May, 1849, endeavour to intimidate the Rev. Henry B. Sherman, a Presbyter of the Convention, and deter him from causing an inquiry to be made by the said Convention, as to the condition and investment of the Episcopal fund belonging to the Convention, and then held by said George Washington Doane, on the sole security of his own notes, without the knowledge of the Convention. All which was in violation of the duty of the said George Washington Doane, to preside impartially

over said Convention, was an attempt to conceal his own indebtedness from the Convention, and was immoral, and unworthy of a Christian Bishop.

#### SPECIFICATION 24TH.

In this,

That George Washington Doane, Bishop as aforesaid, during the years 1847, 1848 and 1849, in New Jersey, for the purpose of preserving an apparent but fictitious credit, while transacting business vastly beyond his real means and pecuniary ability safely to conduct, did repeatedly and at various times, draw checks and drafts on various Banks, to wit, on the Bank of Princeton, the Morris County Bank, the Peoples Bank of Paterson, and the Mechanics Bank of Burlington, when he had no funds in said Banks respectively, whereon to draw, payable to various persons or corporations, and afterwards and before the maturity of said checks, did draw other checks or drafts on other of said Banks, when he had no funds, in favour of the Banks whereon the first checks or drafts had been drawn, or to officers thereof, and transmit such checks and drafts to the Banks, or to the officers of said Banks in whose favour they were payable, for the purpose of meeting and taking up the checks and drafts drawn on said Banks without funds; and did repeat the said process of drawing checks to meet previous checks, without funds to meet them, from Bank to Bank, in a manner deemed disreputable among business men and merchants; said system of checks and counter-checks being continued from Bank to Bank, till said George Washington Doane might be able to meet them, either from his own or by borrowed money, or they were refused payment and protested, to such an extent that his transactions of this character at the Bank of Princeton, between January, 1847, and 14 October, 1848, amounted to the sum of one hundred and thirty-eight thousand dollars.

All which was immoral, and unbecoming in a Christian Bishop.

#### SPECIFICATION 25TH.

In this,

That George Washington Doane, Bishop as aforesaid, did, during the years 1847, 1848 and 1849, procure Michael Hays to indorse notes to the amount of more than ten thousand dollars, for the accommodation of said George Washington Doane, in order that said notes might be discounted, for which indorsements he paid or engaged to pay said Michael Hays at an exorbitant rate, to wit, often at twenty per centum per annum, on the several sums for which said notes were drawn, thereby violating the laws of New Jersey, when said indorsements were made, becoming guilty of usury himself, and inducing said Hays to incur equal guilt, all which was immoral, and unbecoming a Bishop.

#### SPECIFICATION 26TH.

In this,

That George Washington Doane, Bishop as aforesaid, in the month of May, 1849, in Burlington county, New Jersey, when Joseph Deacon was about to prefer before the Grand Jury for that county, at the May term of the Court for that county, a charge against said George Washington Doane, for obtaining from said Joseph Deacon his indorsements on certain promissory notes, under false pretences, as specified in the fourth Specification above, did, for the purpose of inducing said Joseph Deacon to refrain from preferring such complaint, promise to give said Joseph Deacon, if he would not go before the said Grand Jury for that purpose, a judgment bond for the amount of money, or some part thereof, for which said Joseph Deacon had become liable, by reason of the fraudulent use of said indorsed notes, and afterwards, in the same month and year, said George Washington Doane, having been informed that said Joseph Deacon still intended to prefer his said

complaint, upon said Joseph Deacon requesting the execution of said judgment bond, did while alone with said Joseph Deacon, who was a very aged man, endeavour to intimidate him, by doubling his fist and stretching it out in a menacing manner towards said Joseph Deacon, uttering the words,—“I’ll kill you—I’ll kill you,”—and appearing to be excited with extreme passion.

Which conduct of said George Washington Doane was an illegal attempt to impede and obstruct the course of justice, immoral, and unworthy of a Christian Bishop.

#### SPECIFICATION 27TH.

In this,

That George Washington Doane, Bishop as aforesaid, having, on the 26th day of March, 1849, executed an assignment of his property, real and personal, to Garret S. Cannon and Robert B. Aertsen, in trust, to sell, collect and dispose of the same, and distribute the proceeds to the creditors of said George Washington Doane, according to the law to secure creditors an equal and just division of the estates of debtors, conveying to assignees for the benefit of creditors; and an inventory having been made out, purporting to be and entitled “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 in which inventory the values of the various articles of property, real and personal, purported to be stated and set forth, the said George Washington Doane did, on the 29th day of March, 1849, in the State of New Jersey, before John Rodgers, a Master in Chancery, and a person authorized to administer the oath hereinafter mentioned, make oath, “being duly sworn on the Holy Evangelists of Almighty God, that the said inventory is a true and perfect inventory of all his real and personal property, together with the value thereof, as near as he can ascertain, and further saith not;” but in truth and fact the said inventory did not set forth the true value of the property therein enumerated, as near as the said George Washington Doane could ascertain; but on the contrary, many pieces of said property were in said inventory set down at values well known by said George Washington Doane to be grossly less than the real values thereof; and in particular, of the furniture in St. Mary’s Hall, the said inventory valued twenty-one piano fortes at six hundred and fifty dollars, and one hundred and seventy-five bedsteads at eighty-seven dollars, and the carpeting and oil cloth at thirty-five dollars, and the looking-glasses, chairs, tables and settees, at seventy-five dollars, the kitchen furniture, and bath room furniture, at fifty dollars, all which articles the said George Washington Doane well knew, or could have ascertained, were worth greatly more than the values aforesaid in the inventory mentioned; and of the furniture, household goods, &c. at Riverside, the said inventory valued the desks, chairs, engravings, stands, &c. of the library, at seventy dollars, and the carpet, rugs, oil cloth and blinds, of the library, at eighteen dollars, and the library, consisting of about 6,500 volumes of books and pamphlets, at seven thousand dollars, each of which articles said George Washington Doane well knew, or could have ascertained, were worth greatly more than the several values aforesaid assigned to them in said inventory. And the furniture in the drawing room, at Riverside, the said inventory valued as follows, to wit, “pictures, sofa, ottomans, chairs, tables, centre table and cover, work-stand, figure and pedestal, clock and mantel ornaments, carpet and rug, and vases, at \$173.” And the furniture in the dining room, at Riverside, consisting of the following articles, viz sideboard, clock and mantel ornaments, case of drawers, looking-glass, dining table, side table, chairs, shovel and tongs, screen, &c., carpet and rug, pictures and dumb waiter, at \$127, which said articles of furniture in said drawing room, and in said dining room, at Riverside, the said George Washington Doane well knew were worth greatly more than the several values aforesaid assigned to them in said inventory.



## SPECIFICATION 28TH.

In this,

That George Washington Doane, Bishop as aforesaid, having made the assignment in the foregoing Specification mentioned, did, on the 29th of March, 1849, before John Rodgers, Master in Chancery, being authorized to administer the following oath, make oath to a certain affidavit written at the foot of that part of the inventory in the foregoing specification mentioned, entitled "List of Creditors," and purporting to contain a list of the creditors of said George Washington Doane, and the amount of their respective claims, which affidavit is in the following words, or to the following effect, to wit, "State of New Jersey, Burlington County: George W. Doane, being duly sworn according to law, upon his oath doth depose and say, that the above is a true, full and perfect list of 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, and further saith not."

Whereas, in truth and in fact, the said inventory above said affidavit, and therein referred to, did not contain a true, full and perfect list of the creditors of said George Washington Doane, with the amounts severally due on them, as far as he had been able to ascertain them, according to the best of his knowledge; but on the contrary, said inventory and list of debts omitted the Treasurer of the Convention of the Diocese of New Jersey, and also the name of the Convention of the Diocese of New Jersey, to whom the said George Washington Doane well knew he was indebted in the sum of seven thousand dollars at least.

It did not contain the name of the Peoples Bank at Paterson to whom he owed two hundred and fifty dollars.

It omitted the name of the Trenton Banking Company to which he owed eight hundred dollars or thereabouts.

It did not set forth the name of the Princeton Bank to which he was indebted one thousand and seventy-seven dollars.

It did not set forth the name of the Bucks County Bank to which he was indebted one thousand dollars or thereabouts.

It did not set forth the name of the Morris County Bank to which he owed six hundred and fifty dollars or thereabouts.

It did not set forth the names of the Camden Bank nor of the Medford Bank to each of which he was largely indebted.

It did not set forth the name of H. R. Cleveland to whom he was indebted fifteen thousand dollars as he well knew.

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

It did not set forth the name of Sarah C. Robardet to whom he well knew he owed three thousand dollars.

It did not set forth the name of William E. Page to whom he owed five hundred dollars as he well knew.

It did not set forth the name of Herman Hooker to whom he owed seventy dollars.

It did not set forth the names of the several persons who had advanced money to said George Washington Doane, on account of said fifty thousand dollar loan, to whom he was indebted in the several sums set forth in the Specification above, as he well knew.

It did not set forth the name of Dennis McEvoy to whom he owed two hundred dollars or thereabouts.

It did not state the existence of divers checks drawn on the Mechanics Bank of Burlington, unpaid and outstanding, in the hands of divers persons unknown.

It set forth Michael Hays as a creditor to the amount of seventeen thousand five

hundred dollars, when said Michael Hays was a creditor of said George Washington Doane to the amount of about thirty thousand dollars.

It set forth Joseph Deacon as a creditor for twenty-three thousand four hundred dollars, when said Joseph Deacon was a creditor of said George Washington Doane to the amount of thirty thousand dollars or thereabouts.

It set forth Reuben J. Germain as a creditor to the amount of one thousand dollars, when said Reuben J. Germain was a creditor of said George Washington Doane for five thousand three hundred and twenty-two dollars and upwards, not of the moneys of the Convention of New Jersey.

All which particulars said George Washington Doane, at the time of such oath, either knew, or was able to have ascertained with ordinary care and attention : and the swearing falsely to the said affidavit in the particulars aforesaid, he knowing that he had the means of ascertaining the particulars aforesaid, was a sinful disregard of the solemnity of an oath, and involved the guilt, either of deliberately swearing to what he knew to be untrue, or of rashly, hastily and unadvisedly swearing to what he did not know to be true.

All which was immoral, and scandalous in a Christian Bishop.

#### SPECIFICATION 29TH.

In this,

That George Washington Doane, Bishop as aforesaid, in the year 1849, in New Jersey, after he had made the assignment in trust for the benefit of his creditors in the 27th Specification mentioned, and with full knowledge of the amount of money for which the personal property included in said deed had been sold by the trustees in said deed, and that such amount was greatly and manifestly below the value of said property, and that the greater part of the said articles had been bought in at inadequate prices by the Trustees of Burlington College, or by members of his family, or his particular friends, did not only acquiesce in such sale, and failed to object to the same or to insist on a fair re-sale of said property, but accepted and received a portion of the goods so purchased, at grossly inadequate prices, to wit, his valuable library and plate and wines and contents of his cellar, whereby he countenanced the said sale, and failed to set an example of honesty and self-denial, and on the contrary, cast suspicion and discredit on his holy office and diminished the respect therefor.

And that said sale of goods and chattels so assigned, was made at prices grossly inadequate, is more fully apparent from the following specifications of the values of sundry of the articles and the prices for which they were sold by said Trustees :

That is to say,

1. The whole of said goods and chattels valued in the inventory at thirteen thousand seven hundred and fifty-two dollars, were sold for the sum of eleven thousand two hundred ninety-three dollars and ninety-six cents.
2. The silver plate valued in the inventory at three hundred dollars and worth about fifteen hundred, was sold for seventy-nine dollars to Edward N. Perkins, the son of Eliza G. Doane, wife of the said Bishop.
3. The library consisting of six thousand five hundred volumes of books and pamphlets, and valued in the inventory at seven thousand dollars, was sold for three thousand dollars to Caroline Watson.
4. The conservatory and greenhouse valued at one hundred and fifty dollars was sold to Edward N. Perkins, the son, or to Sarah P. Cleaveland, the daughter, of Mrs. Eliza G. Doane, for twenty dollars.
5. Contents of cellar, valued at one hundred and fifty dollars, were sold to Edward N. Perkins for two dollars.



6. Three barrels of wine in bottles, of the value of about two hundred and fifty dollars, for twenty-six dollars, to Edward N. Perkins.

7. Two casks and contents of wine, of the value of about fifty dollars, for seven dollars, to Edward N. Perkins.

#### SPECIFICATION 30TH.

In this,

That George Washington Doane, Bishop as aforesaid, in the year 1852, in New Jersey, did, with intent to conceal or excuse the crimes and immoralities in the foregoing specifications, or in some of them, laid to his charge, publish a certain pamphlet known as "Bishop Doane's Protest, Appeal and Reply," which said pamphlet is more minutely described in the second specification above, in which said pamphlet the said George Washington Doane did publish, among other things, the following false allegations and statements, knowing them to be false. That is to say,—

At the last paragraph of that part of said pamphlet known as the "Appeal," said George Washington Doane did "declare, as under the immediate eye of God, to his Right Reverend Brethren, his entire and perfect integrity and innocence, as to all and singular the charges made against him," whereas, in truth and in fact, he was not so innocent, but on the contrary, was guilty in the particulars above specified. The said George Washington Doane, in that part of said pamphlet known as the Reply, says, "The undersigned (meaning himself) never represented himself to Michael Hays as solvent and able to pay his debts," when in truth and fact, he had so represented himself repeatedly to said Michael Hays.

The said George Washington Doane states in said Reply, that "The Treasurer" (meaning the said Reuben J. Germain, Treasurer of the Convention of the Diocese of New Jersey) "lent him his uninvested funds" (meaning seven thousand dollars of the money of the Convention) "temporarily, on his notes," and he further states that "it" (meaning the funds so loaned to him on his notes) "has been perfectly secured," when in truth and fact, there was no stipulation nor understanding that said loan should be temporary; nor had the same been perfectly secured at the date of said publication, either to said R. J. Germain, or to said Convention.

The said George Washington Doane states in said Reply, that "There were several Banks in New Jersey, at which special friends of the undersigned" (meaning himself) "and of his work, were influential, in many cases as Presidents and Cashiers, on which he was permitted to draw short drafts, from time to time, to be discounted and placed to his credit," and that "He drew no other checks, but in connection with his discounts, on any Bank, but that in Burlington, in which he kept his account;" when in fact and truth he was not authorized or permitted by any one having right to allow the same, to draw short drafts, in the manner stated in said pamphlet; and he did draw checks on the said Banks, which he had not been permitted or authorized to draw.

The said George Washington Doane stated in said Reply, that "the only ground of this false allegation" (meaning the allegation of "drawing checks on the Burlington Bank, when he had no money in said Bank, and after he had been told by an officer of said Bank, that he must not draw checks on said Bank, when he had no money there") "is the habit of the undersigned" (meaning said George Washington Doane) "to make good his account every day at 3 o'clock. Checks which came in, in the early part of the day, would often be unprovided for at that time. Provision was made to meet them daily, until the sickness occurred;" when in truth and fact, said George Washington Doane drew many checks on said Bank prior to said sickness, and after said sickness, for which provision was not made by 3 o'clock, nor at any other period of the day when they were payable.

The said George Washington Doane states in said Reply, that "the undersigned" (meaning himself) "denies entirely the pretence charged above," (meaning the charge that "he obtained the indorsements of Michael Hays under pretence that they were to renew notes previously indorsed by said Michael Hays, and after obtaining such notes for such avowed objects, appropriating them to other purposes, to an amount much larger than he would have been willing to indorse for said George Washington Doane,") whereas the said pretence charged was true, and the denial thereof by said George Washington Doane, in said Reply, was false.

The said George Washington Doane, in said Reply, did state that the said denial above quoted, was applicable to the charge of obtaining the indorsements of Joseph Deacon under the same pretence charged above as to Michael Hays' indorsements; which denial of said George Washington Doane was in like manner false.

The said George Washington Doane, in said Reply, states that "the undersigned," (meaning himself) "when on the visitation of a portion of his Diocese, had been 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, then newly appointed to that office. As afterwards appeared, it contained bank notes for one thousand dollars, being so much of the funds of the Society. In the course of his visit, Mr. Stubbs said to him, that he had that money; that he did not know what was best to do with it; that if it would be of any use to the undersigned, in carrying on his institutions, he had rather it were in his hands than any where else; that he only wanted customary security. The undersigned hesitated, but received it." When in truth and fact, said George Washington Doane was not the bearer of said money to said Stubbs, as above stated, and said Stubbs did not say "he only wanted customary security," but loaned the money on condition that said George Washington Doane would give him "*proper security*."

By all which false allegations, said George Washington Doane has added the guilt of falsehood, attested by very solemn asseveration, to the other immoralities laid above to his charge.

#### SPECIFICATION 31st.

In this

That George Washington Doane, Bishop as aforesaid, has during his Episcopate, and especially during the years 1845, 1846, 1847, 1848, 1849, 1850, 1851 and 1852, been repeatedly guilty of using spirituous and intoxicating liquors to a degree and in a manner unbecoming in a Bishop.

That on or about the month of November, in the year 1851, the said George Washington Doane was intoxicated on board the steamboat Trenton, plying between Philadelphia and Burlington.

That at various times during the years 1846, 1847, 1848 and 1849, said George Washington Doane was in the habit, when on visits to the house of Joseph Deacon, for the purpose of obtaining indorsements, or rather assistance in his pecuniary transactions, of calling for cider brandy, or other intoxicating liquor, and drinking the same to a degree and in a manner unbecoming in a Bishop, and tending to lower the respect of the people for his said office.

That during the years aforesaid, said George Washington Doane was in the habit of providing and procuring for his use, larger quantities of wines and spirituous liquors in his house, than was fit and becoming in a Christian Bishop, especially in his condition of pecuniary embarrassment during those years.

Wherefore the undersigned, William Meade, D. D., Bishop of the Protestant Episcopal Church in the Diocese of Virginia, Charles Pettit McIlvaine, D. D., Bishop of the

Protestant Episcopal Church in the Diocese of Ohio, and George Burgess, D. D., Bishop of the Protestant Episcopal Church in the Diocese of Maine, do say, that the said George Washington Doane, D. D., Bishop of the Protestant Episcopal Church in the Diocese of New Jersey, is guilty of erime and immorality, in the specifications above set forth; and therefore they pray that the Bishops of the Protestant Episcopal Church in the United States of America, be summoned to try the above named George Washington Doane, Bishop as aforesaid, on this Presentment, according to the canon in such case made and provided.

WILLIAM MEADE, D. D.,

*Bishop of the Protestant Episcopal Church in the Diocese of Virginia.*

CHARLES PETTIT McILVAINE, D. D.,

*Bishop of the Prot. Ep. Church in Ohio.*

GEORGE BURGESS, D. D.,

*Bishop of the Prot. Ep. Church in Maine.*

*February 25th, Eighteen hundred and fifty-three.*

I hereby certify that the foregoing is a true and faithful copy of the original Presentment in the case of the Rt. Rev. George W. Doane, D. D., LL. D., to me delivered by the three Bishops whose names are above appended in signature.

(Signed) THOMAS CHURCH BROWNELL

HARTFORD, April, 1853.

On motion of the Bishop of Georgia, it was

*Ordered*, That the Court do now adjourn, to meet to-morrow morning at ten o'clock.

Thereupon the Court adjourned.

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### Second Day.

CAMDEN, New Jersey, September 2, 1853, }  
10 o'clock, A. M.

The Court met pursuant to adjournment.

Present as yesterday, with the addition of the Bishops of Kentucky, Western New York, and Mississippi.

The Litany, together with other prayers, was read by the Bishop of Kentucky.

The Minutes of the meeting of yesterday were read, and, after amendment, were approved.

The following paper was read by the Clerk:

"The undersigned earnestly urges, that the further proceedings of this Court may be with open doors.

"G. W. DOANE,

*"Bishop of New Jersey.*

"CAMDEN, Sept. 1, 1853."

Thereupon, on motion of the Bishop of Georgia, it was

*Ordered*, That it be the rule of this Court in all questions, submitted either by the Presenting Bishops or the Respondent, to hear arguments from those parties respectively, and then determine the point, the members of the Court alone being present.

The Bishop of Vermont appeared and took his seat.

The Presenting Bishops and the Respondent having retired, the Bishop of Maryland offered the following order :

*Ordered*, That the petition of the Respondent be granted.

The Ayes and Nays being called for, the order was rejected by the following vote :

*Ayes* : The Bishops of Wisconsin and Iowa, Michigan, Western New York, Maryland, Indiana, and Provisional of New York—6.

*Nays* : The Bishops of Connecticut, Vermont, Kentucky, Tennessee, Louisiana, Georgia, Delaware, Assistant of Virginia, Massachusetts, New Hampshire, Missionary for the Southwest, Pennsylvania, Mississippi, Florida, and Assistant of Connecticut—15.

On motion of the Bishop of Maryland, it was

1. *Ordered*, That no member of the Court shall make more than one argument or statement of views on any question, except by permission of the Court.

2. *Ordered*, That in deciding all questions before the Court, the opinion of the members shall be given in the order of seniority, after the President shall have given his opinion.

The Bishop of Michigan offered the following order :

*Ordered*, That when not otherwise specially directed, the decisions of this Court, when made, be simply recorded as its acts.

The Ayes and Nays being called for, the order was rejected by the following vote :

*Ayes* : The Bishops of Connecticut, Tennessee, Wisconsin and Iowa, Michigan, Georgia, New Hampshire, Florida, and Provisional of New York—8.

*Nays* : The Bishops of Vermont, Kentucky, Louisiana, Western New York, Maryland, Delaware, Assistant of Virginia, Massachu-

setts, Missionary for the Southwest, Pennsylvania, Indiana, Mississippi, and Assistant of Connecticut—13.

The Presenting Bishops, and the Respondent, having been recalled, the Bishop Respondent, by permission of the Court, read the following communication:

"CAMDEN, 1 September, 1853.

"*To the Bishop presiding in the Court assembled upon the third Presentment of Bishop Doane:*

"RT. REV. AND DEAR SIR:—

"The Convention of New Jersey, held in May last, appointed a Committee to submit to you the *testimony* taken in relation to the charges against Bishop Doane, which had not yet been examined, when you were assembled in October last; and to protest in the name of the Convention against any further action under the third Presentment, and to take such measures in the premises as their wisdom and discretion may suggest.

"That Committee are in waiting, and desire to be heard *before* any action shall be taken in this matter.

"The diocese, *as a party interested*, claims that she is entitled to be heard. *The diocese* of the Bishop who has been accused of *immorality* is at the door.

(Signed)

"SAMUEL L. SOUTHARD,

"*Chairman.*

"By order of the Committee."

The Bishop Respondent then laid before the Court the following preambles and motions:

*Whereas*, the specifications in the Presentment now read, relate substantially the same allegations contained in a Presentment already tried by a Court of Bishops, assembled in Camden and Burlington, from the 7th to the 15th of October, in 1852; *And whereas*, the Court so assembled, did dispose of the Presentment then before it by two Orders and Decrees, to wit:

"*Whereas*, Previous to the making of this Presentment now before the Court, the Convention of New Jersey had investigated most of the matters contained therein, and had determined that there was no ground for Presentment, therefore,

"*Ordered*, That as to the matters thus acted upon by said Convention, this Court is not called upon to proceed further.



" *Whereas*, the Diocese of New Jersey stands pledged to investigate any charges against its Bishop that may be presented from any responsible source; *And whereas*, a Special Convention has been called, shortly to meet, in reference to the new matters contained in the Presentment now before this Court, therefore,

" *Ordered*, That this Court, relying upon the said pledge, do not now proceed to any further action in the premises."

*And whereas*, Persons professing to be a Committee of the Convention of the Diocese of New Jersey, ask leave to present a statement relative to action of said Convention in the matter of the said Orders and Decrees,

*Ordered*, That this Court will now hear the statement so offered.

*Whereas*, A Court of the Bishops of this Church was duly convened at Camden, in the Diocese of New Jersey, on the seventh day of October, A. D. 1852, under the provisions of the Third Canon of 1844, in order to the trial of the Rt. Rev. G. W. Doane, the Bishop of that Diocese, upon a certain Presentment made by the Bishops of Virginia, Ohio, and Maine; *And whereas*, the said Court, on the 15th day of the same month, after full consideration, ordered and decreed, that so far as regarded certain matters in said Presentment, which had theretofore been investigated by the Convention of New Jersey, and had by that Body been pronounced groundless, the said Court was not called upon to proceed further in the matter of the said trial. And that as to the other matters contained in said Presentment, the said Court, relying upon the pledge before given them by the Diocese of New Jersey, to investigate the same,

*Resolved*, At that time not to proceed to any further action in the premises.

*And whereas*, Since the adjournment *sine die* of said Court, the Convention of New Jersey, in reliance upon the action of said Court, and with its full sanction, thus solemnly and publicly given, did proceed to investigate the said new matters, and did resolve, that such investigation fully exculpated the Bishop of that Diocese from any charge of crime or immorality made against him;

*And whereas*, The Presentment now before this Court, preferred by the said Bishops of Virginia, Ohio, and Maine, is substantially for the same subject matter, and for the same causes of



complaint, as those contained in the Presentment upon which the said Court acted as aforesaid, on the 15th day of October last, therefore,

*Ordered*, That this Court will not proceed to any further action in reference to said Presentment, and that the same be dismissed.

Whereupon, on motion of the Bishop of Georgia, it was

*Ordered*, That the preambles and motions of the Bishop of New Jersey be printed by the Clerk, for the use of the members of the Court, and of the Presenting Bishops and the Respondent.

*Ordered*, That the Court do now adjourn until to-morrow morning at 10 o'clock.

Whereupon the Court adjourned.

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### Third Day.

CAMDEN, *September 3. 1853.* }  
10 o'clock, A. M. }

The Court met pursuant to adjournment.

Present as yesterday, except the Bishop of Vermont, and the Provisional Bishop of New York.

The Litany, with other prayers, was read by the Bishop of Tennessee.

The Minutes of yesterday's meeting were read and approved.

On motion of the Bishop of Pennsylvania, it was

*Ordered*, That the doorkeeper of the Court, under instructions from the President, enforce the privacy of the Court.

The Bishop of Vermont appeared and took his seat.

The Bishop Respondent then brought before the Court the preambles and order following:

*Whereas*, The specifications in the Presentment now read, relate substantially the same allegations contained in a Presentment laid before a Court of Bishops, assembled in Camden and Burlington, from the 7th to the 15th of October, in 1852; *And whereas*, the Court so assembled, did make the two following orders and decrees, to wit:

*"Whereas, Previous to the making of this Presentment now before the Court, the Convention of New Jersey had investigated most of the matters contained therein, and had determined that there was no ground for Presentment, therefore,*

*"Ordered, That as to the matters thus acted upon by said Convention, this Court is not called upon to proceed further.*

*"Whereas, The Diocese of New Jersey stands pledged to investigate any charges against its Bishop that may be presented from any responsible source; And whereas, A Special Convention has been called, shortly to meet, in reference to the new matters contained in the Presentment now before this Court, therefore,*

*"Ordered, That this Court, relying upon the said pledge, do not now proceed to any further action in the premises."*

*And whereas, Persons professing to be a Committee of the Convention of the Diocese of New Jersey, ask leave to present a statement relative to action of said Convention in the matter of the said orders and decrees,*

*Ordered, That this Court will now hear the statement so offered.*

The Bishop Respondent, and the Presenting Bishops, were respectively heard on these preambles and this order; pending which hearing, in order to give the Bishop Respondent time to consider an authority cited by the presenting Bishops, it was

*Ordered, That this Court do now adjourn till Monday morning next at ten o'clock.*

Whereupon the Court adjourned.

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### Fourth Day.

CAMDEN, September 5, 1853. }  
10 o'clock, A. M. }

The Court met pursuant to adjournment. Present as yesterday, with the exception of the Bishops of Vermont and Michigan, and the addition of the Provisional Bishop of New York.

The Litany, together with other prayers, was read by the Bishop of Wisconsin and Iowa.

The Minutes of yesterday's meeting were read and approved.

The Bishop Respondent proceeded with his concluding argument on the preambles and order, pending which the Bishop of Michigan appeared and took his seat.

The Bishop of Vermont appeared, and took his seat.

The Presenting Bishops and the Respondent having retired, the Court took a recess.

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The Court met.

The Ayes and Nays being called on the order moved by the Bishop Respondent, it was rejected by the following vote:

*Ayes:* The Bishops of Wisconsin and Iowa, Michigan, Western New York, Maryland, New Hampshire, Indiana, Mississippi, Florida, and Provisional of New York—9.

*Nays:* The Bishops of Connecticut, Vermont, Kentucky, Tennessee, Louisiana, Georgia, Delaware, Assistant of Virginia, Massachusetts, Missionary for the Southwest, Pennsylvania, and Assistant of Connecticut—12.

"The undersigned having, at the instance of the other members of the Court, relinquished to the Respondent the presentation of the order now refused by the Court, desires to put on record his dissent from such refusal, for the following reasons:

"Because the Court of Bishops of the Protestant Episcopal Church in the United States, now re-convened for the consideration of the case of the Respondent, has already admitted the Diocese of New Jersey to make a statement of its interest and action in the case, in the manner contemplated by the order now refused:

"Because there is no court of appeal, known to the Church in this country, competent to reverse the action of the said Court:

"Because the refusal of the order now offered is a reversal of such action:

"Because such reversal is in part effected by the voice of members of the Court, whose absence from its session in October precludes them from the right of raising for renewed consideration points then actually determined:

"Because such re-consideration and reversal, so brought about, amounts to the constitution of non-attending members of the Court in October last, a minority of the members of its present session, into a court of appeal:

"And because, for reasons presented to the Court in October last, and then duly weighed, he believes it to be within the province of the Court, and, in consideration of the broadest principles of justice, as well as of the highest law of Christian communion, love and courtesy, the duty of the Court, to grant the request denied by the refusal of this order.

" WILLIAM ROLLINSON WHITTINGHAM,  
" *Bishop of Maryland.*"

The Bishop of Connecticut moved the following order:

*Ordered*, That this Court will now hear, through the Bishop Respondent, the statement offered by the Committee of the Convention of the Diocese of New Jersey.

On motion, it was

*Ordered*, That this Court do now adjourn till to-morrow morning at 10 o'clock.

Whereupon the Court adjourned.

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### Fifth Day.

CAMDEN, September 6, 1853.

The Court met pursuant to adjournment.

Present as yesterday, with the exception of the Bishop of Michigan, who was absent.

The Litany, together with other prayers, was read by the Bishop of Louisiana.

The Minutes of yesterday's proceedings were read and approved.

The Bishop of Connecticut asked permission to withdraw his motion for an order, as entered upon the Minutes of yesterday, which permission was, on motion, unanimously granted.

The Assistant Bishop of Virginia moved the following order:

*Ordered*, That this Court distinctly recognize the right of the Bishop of New Jersey to introduce the proceedings of his Diocese, in reference to the Presentment of 1852, at any period agreeable to himself.

The Ayes and Nays being called for, the motion was lost by the following vote:

*Ayes:* The Bishops of Connecticut, Wisconsin, Western New York, Maryland, Assistant of Virginia, New Hampshire, Indiana, Mississippi, Florida, and Provisional Bishop of New York—10.

*Nays:* Bishops of Vermont, Kentucky, Tennessee, Louisiana, Georgia, Delaware, Massachusetts, Missionary Bishop of the Southwest, Pennsylvania, and Assistant of Connecticut—10.

The Bishop of Georgia then moved the following order:

*Ordered,* That at this, or any subsequent stage of the proceedings which he may elect, the Court will cheerfully hear from the Respondent the results of the investigation which the Convention of the Diocese of New Jersey caused to be made into the charges contained in a Presentment made by the Bishops of Virginia, Ohio, and Maine, on the 22d of July, 1852.

This order was unanimously adopted.

The Respondent and the Presenters then appeared and took their places.

The proceedings having been read, the Respondent proposed the following question:

Is it the meaning of the order adopted by the Court of Bishops, on the motion of the Bishop of Georgia, that the Respondent may now present to the Court the paper prepared by the Committee of the Diocese, with the testimony and acts of the Convention of New Jersey, the testimony and acts of the Convention to be received and entered on the journal?

Whereupon the Respondent and the Presenters retired, and the Court took the question into consideration.

After discussion the Court adopted the following order, the Bishops of Virginia, Kentucky, Louisiana, Delaware, and Massachusetts, dissenting.

*Ordered,* That the Court will hear the Respondent read any paper prepared by the Committee of the Convention of New Jersey, and will receive the testimony and acts of the said Convention, and enter said testimony and acts upon the Journal.

The Respondent and Presenters having returned into Court, the order first passed was read, and the Court adjourned to meet to-morrow morning at 10 o'clock.



*Sixth Day.*

CAMDEN, *September 7, 1853.*

The Court met pursuant to adjournment.

Present as yesterday, with the addition of the Bishop of Michigan, who appeared and took his seat; the Bishop of Pennsylvania being absent.

The Litany, with other prayers, was read by the Bishop of Georgia.

The Minutes of yesterday were read and approved.

The Bishop of Michigan asked and obtained permission of the Court to enter upon the Minutes the statement that he was absent yesterday in consequence of illness, and that had he been present, he should have voted in the affirmative upon the order moved by the Assistant Bishop of Virginia.

The Bishop of Pennsylvania appeared and took his seat.

The Presenting Bishops offered the following motion:—

The Presenting Bishops not having had the opportunity of objecting yesterday to so much of the order passed in reply to a question from the Responding Bishop, as allows the Respondent to present the affidavits of witnesses examined by the Committees of the Convention of New Jersey, relative to the charges in the former Presentment against him, and permits the same to be entered on the journal, move the Court to rescind that portion of the said order.

The Respondent and the Presenters having retired, the Court took into consideration the motion submitted by the Presenters.

The question upon granting the motion was decided in the negative by the following vote:—

*Ayes:* The Bishops of Vermont, Kentucky, Tennessee, Louisiana, Delaware, Massachusetts, and Pennsylvania—7.

*Nays:* The Bishops of Connecticut, Wisconsin, Michigan, Western New York, Maryland, Georgia, Assistant of Virginia, New Hampshire, Missionary Bishop of the Southwest, Indiana, Mississippi, Florida, Assistant of Connecticut, and Pro-Bishop of New York—14.

The Bishop of Georgia proposed the following order:—

*Ordered*, That in refusing to rescind the order passed yesterday, the Court refuses, because it is willing that the Responding Bishop should have all the advantage which he can derive from the proceedings of his Convention, at the same time distinctly declaring that by this action, it does not recognise any right in the Convention of the Diocese of New Jersey to appear as a party before this Court.

Which order was adopted, the Bishops of Wisconsin, Michigan, Western New York, and Mississippi, voting in the negative.

The Respondent and the Presenters then appeared and took their places.

The Respondent then read a paper addressed by the Committee representing the Diocese of New Jersey to the Bishops assembled upon the presentment of the Bishop of New Jersey, and also a letter addressed to the Bishops, and signed Samuel L. Southard, Chairman.

The Respondent moved, that these papers be entered upon the Minutes.

The Respondent and the Presenters then retired, and the Court proceeded to discuss this motion. Pending the discussion the Court adjourned till to-morrow.

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### Seventh Day.

CAMDEN, September 8, 1853.

The Court met pursuant to adjournment.

Present as yesterday, with the exception of the Bishop of Vermont.

The Litany and other prayers were read by the Bishop of Delaware.

The Minutes of the last meeting were read and approved.

The Bishop of Vermont appeared and took his seat.

The motion of the Respondent, that the paper read by him yesterday from the Committee of the Diocese of New Jersey be entered

upon the Minutes, was called up, and was refused by the following vote.

*Ayes*:—The Bishops of Wisconsin, Michigan, Western New York, Maryland, New Hampshire, Indiana, Mississippi, Florida, and Provisional Bishop of New York—9.

*Nays*:—The Bishops of Connecticut, Vermont, Kentucky, Tennessee, Louisiana, Georgia, Delaware, Assistant of Virginia, Massachusetts, Missionary Bishop of the Southwest, Pennsylvania, and Assistant of Virginia—12.

The Respondent moved the following order:—

*Ordered*, That the Senior Bishop be requested to state to this Court whether the originals of the first and second Presentments are in his possession, and if so, that they be now produced; if not, whether they have been withdrawn from the files of this Court, and if so, when, and by whom.

The Respondent and the Presenters having retired, after discussion, the Court refused the motion of the Respondent, as follows:—

The Court refuses the motion, because it is not a Court of Record, and because the Respondent has the printed record of the Court in October last, which this Court is ready to admit in evidence.

The Respondent asking time to consider this refusal, the Court adjourned to meet to-morrow at ten o'clock.

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### *Eighth Day.*

CAMDEN, *September 9, 1853.*

The Court met pursuant to adjournment.

Present as yesterday, with the exception of the Bishops of Louisiana, Western New York, Georgia, Pennsylvania, and Indiana.

The Litany and other prayers were read by the Assistant Bishop of Virginia.

The Minutes of the last meeting were read and approved.

The Presiding Bishop stated that he had this morning received

a communication from the Bishop of Missouri informing him that he was detained from attendance upon Court in consequence of illness.

*Ordered,* That this statement be entered upon the Minutes.

The Bishops of Louisiana, Western New York, Georgia, Pennsylvania, and Indiana, appeared and took their seats.

The Respondent delivered his argument upon the proposed order, that this Court will not proceed to any further action in reference to said Presentment, and that the same be dismissed.

Upon the conclusion of the argument of the Respondent, the Court took a recess of half an hour.

*Two o'clock.*

The Court then re-assembled.

The Bishop of Ohio, on the part of the Presenters, then commenced his argument against the motion of the Respondent.

On conclusion of the first head, the Court adjourned to meet to-morrow at 10 o'clock.

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### Ninth Day.

CAMDEN, September 10, 1853.

The Court met pursuant to adjournment.

Present as yesterday, with the exception of the Bishops of Vermont, Georgia, Assistant of Virginia, and Pennsylvania.

The Litany and other prayers were read by the Bishop of Massachusetts.

The minutes of the last meeting were read and approved.

The Bishops of Vermont, Georgia, Assistant of Virginia, and Pennsylvania, appeared and took their seats.

The Bishop of Ohio resumed and finished his argument, at the termination of which the Court took a recess for half an hour.

*Two o'clock.*

The Court renewed its session.

The Bishop of Maine, on the part of the Presenters, addressed the Court in explanation of the letter sent to the Respondent by the Presenting Bishops.

The Court then adjourned till Monday.

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### Tenth Day,

CAMDEN, *September 12, 1853.*

The Court met pursuant to adjournment.

Present as at the last meeting, with the exception of the Bishops of Vermont, Kentucky, Michigan, Maryland, Georgia, Assistant of Virginia, and Pennsylvania.

The Litany and other prayers were read by the Bishop of New Hampshire.

The Minutes of the last meeting were read and approved.

A communication was received from the Assistant Bishop of Virginia, stating that he was detained from Court under the direction of his physician.

A letter was also read from the Bishop of Alabama, stating that his absence was occasioned by circumstances beyond his control, and from no want of respect to the Court, or indifference to the important cause upon which it is assembled.

The Bishops of Vermont, Kentucky, Georgia, and Pennsylvania, appeared and took their seats.

The Respondent commenced his reply to the argument of the Bishop of Ohio on the part of the Presenters.

During this argument, the Bishop of Maryland appeared and took his seat.

A communication was received from the Bishop of Michigan, stating that he was too unwell to leave his bed.

The Respondent having finished his reply, the Respondent with the Presenters retired.

The Court here took a recess.

After the recess the Court adjourned to meet to-morrow at 10 o'clock.



*Eleventh Day.*

CAMDEN, *September 13, 1853.*

The Court met pursuant to adjournment.

Present as at the last meeting, with the exception of the Bishop of Michigan and the Assistant Bishop of Virginia, who were still detained from Court by illness.

The Litany and other prayers were read by the Bishop of Western New York.

The Minutes of the last meeting were read and approved.

The Bishop of Pennsylvania moved the following order :

*Ordered,* That Bishops Brownell, Otey, Polk, Elliott, Freeman, Williams, Wainwright, (being the Bishops who were not members of the Court assembled in October last for the trial of Bishop Doane) be a committee to confer with impartial counsel learned in the law, how far the action of the Court then held ought to influence and control our present decisions, and also to confer with the Presenting Bishops and Respondent, to ascertain whether they cannot come to some understanding which shall be mutually satisfactory and also fully answer the purposes of justice. And that, in order to give them opportunity to discharge this duty and prepare a report, this Court does now adjourn to meet in this place on Thursday next at 11 o'clock.

Pending the discussion upon this order, the Bishop of Michigan and the Assistant Bishop of Virginia appeared and took their seats.

The order proposed by the Bishop of Pennsylvania was unanimously adopted.

The Court then adjourned to meet on Thursday at 11 o'clock.

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*Twelfth Day.*

CAMDEN, *September 15, 1853.*

The Court met pursuant to adjournment.

Present as at the last meeting, with the exception of the Bishops of Vermont, Michigan, and the Assistant of Virginia.

The Litany and other prayers were read by the Bishop of Mississippi.

The Minutes of the last meeting were read and approved.

The Bishops of Vermont, Michigan, and the Assistant of Virginia, appeared and took their seats.

The Committee appointed at the last meeting of the Court presented the following report, which was read by the Bishop of Georgia.

The Committee appointed to confer with the Presenting Bishops and Respondent, to ascertain whether they cannot come to some understanding which shall be mutually satisfactory, and also fully answer the purposes of justice, beg leave to report, that upon consultation with the Presenting Bishops, they found that no understanding could be come to of the sort contemplated in the order of the Court, the Presenting Bishops feeling themselves unable to withdraw their Presentment under any such acknowledgment of error as the Respondent would be willing to make. The Committee then conferred with the Respondent, who expressed himself quite ready to acknowledge, as he had already done to some extent in open Court, such error as his conscience accused him of, the result of which conference was the paper embodied in the preamble and orders now submitted as the basis of a settlement of this vexed and painful question.

T. C. BROWNELL.

JAS. H. OTEY.

LEONIDAS POLK.

STEPHEN ELLIOTT, JUNR.

GEO. W. FREEMAN.

JNO. WILLIAMS.

JONA. M. WAINWRIGHT.

*Whereas*, Very serious embarrassments have been thrown in the way of the action of this Court, first by the postponement of the trial of the original Presentment, and afterwards by the decree and orders of the Court of Bishops which assembled at Camden in October, 1852, and continued its sessions by adjournment at Burlington, to wit :

"Whereupon it was decreed, that

"*Whereas*, Previous to making of the Presentment now before

this Court, the Convention of New Jersey had investigated most of the matters contained therein, and had determined that there was no ground for Presentment, therefore,

*“Ordered, That, as to the matters thus acted upon by said Convention, this Court is not called upon to proceed further.”*

*“Whereas, The Diocese of New Jersey stands pledged to investigate any charges against its Bishop that may be presented from any responsible source ; And whereas, a Special Convention has been called, shortly to meet, in reference to the new matters contained in the Presentment now before this Court, therefore,*

*“Ordered, That this Court, relying upon the said pledge, do not now proceed to any further action in the premises.”*

Which decree and orders have been pleaded in bar to the trial of the present Presentment.

*And whereas, The Convention of the Diocese of New Jersey has, through a Committee of its most influential and honourable laymen, satisfied itself, that, whatever may have been the imprudences in word and act of the Respondent, there was no intention of crime or immorality on his part.*

*And whereas, The said Convention stands pledged to investigate any further charges which may be brought at any future time, from any quarter, against said Respondent, with fairness and impartiality.*

*And whereas, The Diocese of the Respondent is now engaged in raising the sum of one hundred and thirty-five thousand dollars for the release from all embarrassment of St. Mary's Hall, Burlington College, and Riverside, the surplus income of such property, when thus released, is to be annually applied to the liquidation of the remaining debts of the Respondent.*

*And whereas, The Respondent comes into Court and says :*

*“The undersigned, in prosecuting his plans of Christian education, in connection with St. Mary's Hall and Burlington College, found that the expenses of the enterprise greatly exceeded his calculations; while the assistance on which he had confidently relied, perhaps too sanguinely, fell altogether short of what he deemed his reasonable expectations. In this condition of things, being entirely left alone, and without advice, every step which he advanced involved him more and more deeply in pecuniary embarrassments. In endeavouring to extricate himself from these embar-*

rassments, he admits that he made representations which, at the time, he believed to be correct; but many of which turned out, in the event, to be erroneous. He was also led, by his too confident reliance on anticipated aid, to make promises which he fully expected to perform; but which, experience has taught him, were far too strongly expressed. He was also induced, for the sake of obtaining money to meet his necessities, to resort to methods, by the payment of exorbitant interest on loans, which he did not suppose were in contravention of the law, and which common usage seemed to him to justify. He also, in entire confidence in his ability to replace them, made use of certain trust funds, in a way which he deeply regrets; and, although they have long been perfectly secured, does not now justify.

"The embarrassments here referred to were followed by a long and well nigh fatal illness; which, withdrawing him entirely from the business which he had carried on alone, was mainly instrumental in the entire failure in his pecuniary affairs. The perplexity arising from this failure, with the protracted infirmity which followed his sickness, made him liable to many errors and mistakes, which might easily bear the appearance of intentional misrepresentations. In connection with the assignment of his property, he set his name, under oath, to an inventory of his goods, and also to a list of his debts, which he believed to be correct; an act which, he grieves to find, has given rise to an impression in the minds of some that he exhibited an insensibility to the awful sanctions of the oath of a Christian man. But, while he laments the impression, he declares that his act was only done under legal advice, and in the firm conviction of its correctness.

"Some time after his recovery from the illness above alluded to, but while he was still in the midst of his perplexities, smarting under his heavy disappointments, and wounded by the imputations to which, in some quarters, he was subjected, the letter of the three Bishops came to him. He has no disposition to ascribe to them any other than just and proper motives in thus addressing him. But, at the time when he received the communication, he viewed it otherwise; and, under the strong excitement of the moment, penned a pamphlet, parts of which he does not now justify; and expressions in which, in regard to those brethren, he deeply regrets.

"In reference to his indebtedness, he now renews the declaration of intention which he has constantly made, and has acted on,

to the utmost of his ability, thus far, to devote his means, efforts, and influence, in dependence on God's blessing, to the payment, principal and interest, of every just demand against him—an expectation which there is reasonable hope of having fulfilled, since a committee of the trustees and friends of Burlington College, by whom both institutions are now carried on, have undertaken an enterprise, which is nearly accomplished, to discharge the whole mortgage debt; and thus secure the property at Riverside and St. Mary's Hall, with that of Burlington College, to the Church for ever, for the purposes of Christian education. And this done, the trustees have further agreed to appropriate, during his life, the surplus income of both institutions to the liquidation of all his other debts incurred by him in carrying on said institutions.

“That, in the course of all these transactions, human infirmity may have led him into many errors, he deeply feels. He does not wish to justify or excuse them. If scandal to the Church, or injury to the cause of Christ, have arisen from them, they are occasion to him of mortification and regret. For these things, in all humility and sorrow, before God and man, he has always felt himself liable to, and willing to receive, the friendly reproofs of his brethren in Christ Jesus, and especially of the Bishops of this Church.

“G. W. DOANE,  
“*Bishop of New Jersey.*”

*Ordered*, Therefore, That the Presentment before this Court be dismissed, and the Respondent be discharged without day.

The Committee likewise recommend the adoption of the following orders:—

1. That no order or decree of the Court in October, 1852, or this Court, shall be taken to admit the right of any Diocese to come between a Court of Bishops and the Responding Bishop, after canonical presentment first made by three Bishops.
2. That this Court believes the Presenters to have acted in good faith, and in the desire and determination to carry out the law of this Church in such case made and provided, in the painful duty which they have felt themselves called upon to perform.

The following communication was received from the Presenters and ordered to be entered upon the Minutes.

*To the Court of Bishops:—*

The Presenting Bishops having been informed by a Committee



of the Court, that a proposal is now under consideration to dismiss the Presentment upon several grounds stated in a report of the said Committee, the chief of which is a certain acknowledgment on the part of the Respondent, do represent to the Court that the exclusive right of withdrawing the Presentment is with the Presenters; that the only legal mode of disposing of these charges, by the Court, is to try them by the evidence; that the Presenters stand ready with their evidence to enter on the trial which they have contended for; and they feel themselves bound to ask that the Court will call on the Respondent to plead guilty or not guilty to the Presentment. With this statement of the legal position of the Presenters, as representing the Executive of the Church in this case, the undersigned are prepared to abide by such action as the Court may take in the premises.

WILLIAM MEADE.  
CHAS. P. McILVAINE.  
GEORGE BURGESS.

CAMDEN, Sept. 15, 1853.

The question being taken upon the acceptance of the report of the Committee, and the adoption of the preamble and orders annexed, the report was accepted, and the preamble and orders adopted by the unanimous vote of the Court, all the members being present and voting.

The following order was unanimously adopted:

*Ordered* by the Court, with the consent of the Respondent, That in making up the Journal of the proceedings of this Court, the Secretary omit recording the acts and proceedings of the New Jersey Annual Convention of 1853, and the testimony reported to the adjourned Convention in December, 1852.

*Ordered*, That the Journal of the proceedings of this Court be printed, under the direction of the Clerk.

The Court then resolved to adjourn *sine die*, after devotional exercises.

The Bishop of Tennessee read prayers, the Court, the Presenters, and the Respondent being present, and the President of the Court, the Bishop of Connecticut, pronounced the Benediction, when the Court adjourned.

(Attest)

JONA. M. WAINWRIGHT,  
*Prov. Bishop of New York, and Clerk of the Court.*