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New York

**W H Y**  
**NEW YORK BAPTISTS**  
**DO NOT**  
**PROSPER**

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**THE CASE OF**  
**WASHINGTON HEIGHTS BAPTIST CHURCH**  
**NEW YORK CITY**

## TO THE READER

The accompanying pamphlet describes an issue between Washington Heights Baptist Church and the New York City Baptist Mission Society; an issue which the Church hoped, during seven years of silent suffering to avoid.

Twice during this period efforts of the Church to raise a debt, for which members of the City Mission Society are responsible, have been defeated by the Society. During the same period, the Church has been mysteriously involved in a strangely persistent and irreconcilable internal strife. These two facts have held the Church in check and kept it from rising above its financial difficulties.

It has frequently been asked: "Why cannot the Church reach an understanding with its own denominational Society?" and, "Why cannot the Church end its chronic quarrels?" The discerning reader will find in this pamphlet the answer to both these questions as well as an answer to the larger question "Why New York Baptists Do Not Prosper."

Tuesday, October 10th, 1905, this issue culminated in an earnest but respectful appeal for a hearing before the Southern New York Baptist Association, meeting with Mount Morris Church. In its appeal the Church declared that it was about to perish because of the failure of its debt raising enterprise and that this failure was owing to the refusal of the City Mission Society to pay its pledge of \$20,000. The Church's petition for a hearing was referred by the Chairman, himself a member of the City Mission Board, to a committee of five, three of whom were members of the City Mission Board, including its President. The Committee brought in a divided report. The minority report counselled referring the Church for a hearing and advice to the Permanent Council of the Southern New York Association. The Chairman allowed no debate on the minority report and it was voted down. The majority report recommended that the request of the Church for a hearing be denied and that the Church's petition for a hearing be not printed in the minutes. Debate was allowed to open on this report but was speedily and arbitrarily cut off. A respected New York Minister of fifteen years pastorate was denied the right to speak after the Chair had given him the floor. By a vote of but 14 to 14, afterwards increased at the appeal of the Chair for a rising vote, to 21 to 17, the Church's request for a hearing by sister Churches was denied. The 21 opposing votes were largely cast by members of the City Mission Board.

Denied the usual rights of petition, the Church has at length adopted what seems to be the only remaining method of making known its distress.

# Official Statement

OF THE CIRCUMSTANCES ATTENDING THE SALE OF THE TWENTY-THIRD STREET BAPTIST CHURCH; THE REMOVAL OF THE PROPERTY; THE BUILDING OF WASHINGTON HEIGHTS BAPTIST CHURCH EDIFICE; THE CREATION OF \$60,000 DEBT; THE CALLING AND FINDINGS OF A MUTUAL COUNCIL; THE RETIREMENT OF FOUR TRUSTEES WHO ACTED AS BUILDING COMMITTEE AND THE REORGANIZATION OF THE BOARD; OBSTACLES ENCOUNTERED BY THE NEW TRUSTEES; REMOVAL FROM MEMBERSHIP OF OLD TRUSTEES; ATTITUDE OF THE CITY MISSION SOCIETY; OFFER FROM ROMAN CATHOLICS AND DECISION OF TRUSTEES TO SELL AND CLOSE UP WORK; INTERVENTION AND OFFER OF MR. JOHN D. ROCKEFELLER; SECRET OPPOSITION OF A CITY MISSION OFFICIAL; THREE YEAR AGREEMENT OF MR. ROCKEFELLER, THE CITY MISSION SOCIETY AND THE CHURCH, TO RAISE THE CHURCH DEBT; SUCCESS OF THE CHURCH IN RAISING ITS \$20,000; CITY MISSION SOCIETY'S APPARENT NEGLIGENCE OF ITS OBLIGATION; LAPSE OF THE AGREEMENT BY THE REFUSAL OF THE CITY MISSION SOCIETY TO PAY ITS PLEDGE; DISPUTE AS TO AGREEMENT; CHURCH'S OFFER TO ARBITRATE REFUSED; TRUSTEES' DILEMMA; FATE OF THE CHURCH.

Published by the General Committee of Washington Heights Baptist Church, New York City, October Third, 1905, as directed by vote of the Church at its Regular Business Meeting, September Twenty-first, 1905 :: :: :: :: ::

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Restricted Area

Washington Heights Baptist Church was formerly known as the Twenty-third Street Baptist Church and occupied a meeting-house on the corner of Twenty-third street and Lexington avenue. Its present property and name is a result of the sale for \$110,000 of the Twenty-third street meeting-house and the erection of a new building on Washington Heights, at the corner of Convent avenue and West 145th street.

To understand some of the Church's past and present difficulties will require a statement of the circumstances under which this sale of the old building and erection of the new were effected. Both of these events were accomplished under the direction of a board of trustees, the oldest and most influential members of which were Dr. James A. Bennett, President; Alfred D. Clinch, Secretary; Andrew J. Robinson and Fremont M. Jackson. Each of these gentlemen was in office as trustee for periods varying from fifteen to thirty years.

**How Twenty-Third Street Baptist Church Was Sold.** Under their direction the Twenty-third street meeting-house was sold without consulting the Congregation worshipping in it, and the Church was without a church home before it knew that a sale was contemplated. (Trustees' Minutes, Appendix, Note VIII, page 19.)

It should be observed that the trustees did not act in this case without show of legal authority. Seven years before, on December 18th, 1889, during the ministry of Thomas Dixon, Jr., the Congregation had given the trustees legal power to sell its church property. It was at that time proposed to build, in the immediate neighborhood, a "Baptist Headquarters" involving the expenditure of over a million dollars and including stores and offices suited to the needs of the various denominational societies having their headquarters in New York City, together with a place of worship for the Twenty-third Street Church, as in Tremont Temple, Boston. The plan failed, but the authority to sell was carelessly allowed to remain unrevoked. *Seven years later*, this uncanceled authorization, originally granted for the purpose of securing another and better meeting-house for the same Congregation in the same quarter of the city, was used by the trustees, without consulting the Congregation, to provide a meeting-house for a different Congregation seven miles distant.

**Removal of Property.** After the sale had been effected and the title passed, the trustees called, for the first time, a meeting of the Congregation and asked the Congregation to ratify the sale. After two stormy meetings, the Congregation being homeless and apparently helpless and not having realized enough from its property to rebuild in so expensive a neighborhood, consented to the purchase of lots on Washington Heights.

**How Washington Heights Church Was Built.** The Congregation, for the most part left behind in removal, rapidly renewed itself on the new field. The same board of trustees, none of whom lived north of 125th street, continued in office and proceeded to build a new meeting-house without consulting

the Congregation. They appointed as Building Committee, Dr. Bennett, chairman, and Messrs. Clinch and Jackson. They gave the building contract to Mr. Robinson. He was not limited by the terms of this contract either as to time or expense and was promised and paid five per cent. of the cost of building as his commission. No competition for this contract was invited. A competitive offer was ignored by the committee when brought to its attention. Marble for the new building was taken from a Georgia quarry owned by a company in which Mr. Robinson held controlling stock and Dr. Bennett was president. Hardware came from the firm of Underhill, Clinch & Co., of which Mr. Alfred Clinch was a partner. It is claimed by the trustees who furnished materials, as thus noted, that such material was in every instance furnished at actual cost. Washington Heights Church does not and has not disputed that claim. The building as thus erected cost over \$30,000 more than a rival builder of approved responsibility offered to build it for on the basis of the same general plans, but of cut granite instead of Georgia marble. (Appendix, Note I.)

**How the \$60,000 Debt Was Created.**

In all this building transaction the Corporate Congregation was never called together for consultation, but only for mortgage purposes, and then not until after the plans involving the necessity of mortgaging had *been put into execution*, and without the Congregation's consent, contracts had been made in its name, its own means, derived from the sale of its former property, expended, its credit pledged and the Congregation involved beyond retreat; and no financial statement or estimate of the plans and expenditures of this trustees' Building Committee was ever submitted to the Church or Congregation until after the completion and dedication of its building. The Church, therefore, had no means of knowing, in advance of the operations creating it, that a large debt was contemplated. The Church, nevertheless, assumed the liabilities thus incurred on account of its building, and, on February 14th, 1899, four months after dedicating its completed building, it authorized a mortgage of \$58,000 to cover them. (Appendix, Note VIII.)

**Calling and Findings of Mutual Council.**

These transactions, coupled with an attack of the four trustees on the pastor, caused a breach between the Congregation and the trustees and a demand for their resignation. A struggle ensued (Appendix, Note II), which issued in December, 1899, a little more than a year after the building was dedicated, in a deficiency in current expenses of about \$3,600, and in the calling of a denominational council. On the advice of leading New York brethren, great care was taken by the Church in the composition of this Council to secure a truly representative and yet non-partisan body. (Appendix, Note III.) The Council, as finally chosen, consisted of fourteen of the foremost men in the Baptist denomination, including members of the Faculties of three Baptist theological seminaries. Of these, the Church named five, the four trustees named five, and these ten named the remaining four: After sessions extending through three afternoons and evenings, and attended by all its members, the Council brought in the following findings:

"The Council finds that the trustees of the Church built their house of worship without asking from the Church its approval of

either their plans or expenditures, as the usage of the denomination requires. But in doing this, they followed former precedent in this Church with the belief that they had the legal right so to do. We find nothing in their conduct that reflects on their personal honor or their business integrity. The Council regards with disapproval any efforts of the officers of a legal corporation to regulate the relations of a pastor to the spiritual body, and we, therefore, disapprove the action of the trustees of this Church in seeking to obtain the pastor's resignation. We recommend that both parties now accept these findings, drop their differences, and join heartily in promoting the growth of the Church under the present pastorate."

AUGUSTUS H. STRONG, *Moderator*.

HOWARD L. JONES, *Clerk*.

New York, December 21st, 1899.

The "former precedent" referred to in these findings is illustrated by the manner in which the same board sold the Twenty-third street building, as already narrated.

**Retirement of Trustees Who Acted as Building Committee.**

The Church, meanwhile, having refused to re-elect Dr. Bennett a trustee, the Council, in addition to its formal findings as just quoted, requested the other trustees who had so builded the church to resign their offices, and, in the presence of the Council and of the representatives of the Church, they promised to do so. This promise was fulfilled and a new board was organized.

**Obstacles Encountered By the New Trustees.**

The new trustees, all of whom had become members of the Church since its beginnings on Washington Heights, in May, 1897, took up their duties in January, 1900. From a constituency less than three years old, they had to meet the current expenses of the Church and interest on an indebtedness in excess of \$61,000. With no cash in the treasury, they confronted a semi-annual interest payment of \$1,160 due in twenty days. By advancing on their subscriptions for the ensuing year, this was met. A similar payment was met in the same manner on the following August 1st.

Meanwhile, subscriptions having been secured to cover the year's current expenses, it seemed wise to encourage the young enterprise by attempting to clear the floating debt of \$3,571 incurred during the struggle of 1899. The trustees having secured, through the pastor, the personal endorsement of several prominent New York pastors, and with the official endorsement of the Applications Committee of the New York City Baptist Mission Society, made formal application to the Society on March 21st, 1900, for aid in the amount of one-half of this floating debt, the Church itself to raise the other half. Encouraged by the committee to believe that the Society would appropriate its half from funds furnished the Society by Mr. Rockefeller for such purposes, the Church raised its portion; but when the application came before the City Mission Board the opposition of Mr. Edward S. Clinch, vice-president of the Society and a brother of one of the late trustees, was sufficient to defeat it, and it was disapproved by the Society. This adverse action of the Society was regarded as denominational disapprobation of Washington Heights Church and of its pastor. (Appendix, Note IV.) As the Church's pledges were conditioned upon the whole deficit

being raised, they immediately lapsed and the debt remains on the Church until the present.

On July 7th, 1900, while the Church was laboring under the added discouragement of this action of the Society and within less than a month of its mid-summer interest payment of \$1,160, Mr. Edward S. Clinch presented the new Board of Trustees with a bill of \$396.09 for legal services rendered the old board during the trusteeship of his brother. The pastor was away, many of the people, including some of the trustees, were away on their vacations, and there were no funds with which the bill could have been paid, except those accumulated with great difficulty by advance subscriptions to meet the impending interest, as in the previous February. One item in this bill, amounting to \$100, was over six years old. The minutes of the former trustees, as recorded by their secretary, Mr. Alfred Clinch, showed that some of these services had been regarded by them as gratuitous, Mr. Edward S. Clinch having been formerly a fellow-member and trustee of this Church with Dr. Bennett and Mr. Robinson. All of the items were for services rendered during the incumbency of the former trustees and for the most part in connection with the removal of the property and rebuilding. They were not recognized, however, by the former trustees in their final statement to the Church of its liabilities on the building account. For these reasons, the trustees recommended and the corporation voted, on November 14th, 1900, that "the claim be not allowed." Mr. Clinch raised his bill to \$499 and sued the Church. The case was transferred from one court to another, and, finally, a year and a half after the claim was first set up, in December, 1901, Mr. Clinch abandoned his case, and it was marked off the court calendar.

The action of the City Mission Society and of Mr. Clinch, its legal adviser, as just described, greatly depressed the new trustees. They were still further embarrassed by the unwillingness of the retired trustees to turn over to their successors the records, vouchers, corporate seal, deed of the property, and other papers in their possession belonging to the trustees. Official request was made for these by the new secretary, Mr. Alexander C. Nelson, in a letter to Mr. Alfred D. Clinch, dated January 29th, 1900. After much correspondence and several interviews, resulting in only a partial recovery of the articles sought, the trustees, on June 6th, 1900, voted that

"The Committee appointed to secure the papers from the old Board of Trustees are directed to employ such means as may be necessary, legal or otherwise, to secure all papers belonging to the Corporation which any member or members of the old board may possess, and if necessary to employ Counsel toward that end."

Armed with this authority, the committee soon secured the desired papers, but only after the matter had been made the subject of discussion in special meetings of the Congregation, to the great embarrassment of the Church.

**Removal From  
Membership of  
Old Trustees.**

In view of all these and similar difficulties and the part which some of the retired trustees were known to have had in creating them, the new trustees soon came to feel that the presence of these persons in the Church and Congregation was an impossible handicap on any efforts to secure the financial prosperity

of the Church. They accordingly submitted to a special meeting of the Corporation, on November 30th, 1900, the following resolution:

“Whereas the Corporate body finds its interests continually interfered with and its efforts handicapped by elements within its own body apparently without justifiable motive, resolved that the Board of Trustees be instructed to call a meeting of the General Committee to consider the matter and recommend to the Church some plan of action by which the Corporation shall be relieved from this intolerable burden.”

The Corporate body adopted this resolution of the trustees, and, by the advice of the General Committee of the Church, the spiritual body, at a special business meeting on the evening of December 11th, 1900, adopted resolutions compelling the former Building Committee and builder, Dr. James A. Bennett, Alfred D. Clinch, F. M. Jackson and Andrew J. Robinson, to take letters of dismission within one week, failure to do so, itself to constitute excommunication without further action of the Church. (Appendix, Note V.)

**Attitude of the  
City Mission  
Society.**

On the last day permitted by these resolutions, the persons named applied for letters, and, on the following evening, were received into membership in Mount Morris Baptist Church. That same evening a delegate from that Church to the City Mission Society retired in Dr. Bennett's favor, and, at a special meeting of the Executive Board of the City Mission Society held the following evening, December 19th, 1900, Dr. Bennett was elected to the board and to his former office of treasurer. (Appendix, Note VI.) Mr. Robinson, who, like Dr. Bennett, was a charter member of the Society, was similarly restored to the City Mission Board. From that time to the present, Mount Morris Church has had four representatives on the Executive Committee of the City Mission Society, namely, Rev. W. C. Bitting, D.D., Edward S. Clinch, James A. Bennett and Andrew J. Robinson. During the same period, and for the first time in its history, Washington Heights Church has had no representation on this board. Repeated protests have not altered this situation.

Dr. James A. Bennett, notwithstanding the circumstances under which he left the Washington Heights Baptist Church, and in spite of the fact that he is a member of Mount Morris Church, has continued until the present autumn to attend the morning service of public worship in Washington Heights Baptist Church regularly as before, communion services alone excepted, and Mrs. Bennett has retained her membership and has been active in the business and other meetings of the Church. (Appendix, Note VII.)

**Offer From Roman  
Catholics and  
Trustees' Decision  
To Sell and Close  
Up the Work.**

For three years, from the beginning of their labors in January, 1900, the new board, with the spiritual leadership and co-operation of the pastor, and with the aid of over \$5,000 contributed during those three years from his salary toward meeting the current expenses and interest, were able to meet the necessary expenses and close each year without increasing the existing indebtedness. It was impossible, however, to hold the annual trustee elections without a contest with a small but pertinacious minority, followed by



newspaper scandal, which greatly hindered the growth of the Church, and so prevented its financial prosperity. The extraordinary financial sacrifices required from a relatively small number of supporting members told upon their courage to such an extent that they were beginning to abandon the struggle. In May, 1902, five of the nine trustees removed from the Heights with their families. In view of these internal difficulties and of the unsympathy of prominent Baptists in the City Mission Society, the trustees became convinced, in June, 1902, that it would be impossible to continue indefinitely to bear such burdens, and the members unanimously agreed to advise the Corporation to suspend all salaried services, sell the property, and discontinue the work. May 12th, 1902, the trustees had received a letter from Duff & Brown, real estate agents, saying: "We have a congregation (not Baptist) desiring to purchase a church." Shortly afterward, representatives of the Roman Catholic congregation of Our Lady of Lourdes offered the trustees \$150,000 for this property.

**Intervention and Offer of Mr. John D. Rockefeller.**

Mr. Bosworth communicated these facts to President Augustus H. Strong, of Rochester, New York. In his letter to Dr. Strong, Mr. Bosworth observed that although leading members of the New York City Baptist Mission Board had created the burden under which, after these years of heroic and successful struggle, the young Church was about to sink, the Church could, nevertheless, get neither financial aid nor recognition from the board. Dr. Strong sent the pastor's letter to Mr. John D. Rockefeller, Jr. Dr. Strong received in reply a letter signed by John D. Rockefeller, Jr., and dated June 30th, 1902, saying that his father would make the Church an offer through the Baptist City Mission Society. The same day Mr. Rockefeller wrote to the Baptist City Mission Society, making a proposition to aid this Church.

**Secret Opposition of a City Mission Official.**

At once a City Mission official began an indirect and "confidential" correspondence calculated to influence Mr. Rockefeller unfavorably to the Church. (Appendix, Note VIII.) In a letter dated July 8th, 1902, and addressed to Mr. Everett Colby, Esq., who was at that time a member of the City Mission Board, Rev. R. G. Boville, Secretary of the City Mission Society, said in part:

"DEAR MR. COLBY—I herewith return your letter to Mr. John D. Rockefeller. After our conversation to-day you understand what my opinion is. . . . May I suggest something like the following to be said to Mr. John D. Rockefeller, 'It is therefore the hope of Mr. Colgate, Mr. Boville and myself that you may be willing to omit the first clause substituting therefor any statement which you please deprecating the practice of building and dedicating churches encumbered with mortgages.'

"Your letter with this single exception seems to be just what is wanted, and I think you will find that Mr. Rockefeller, knowing the question somewhat better than the son, will see the force of helping us out."

Three days earlier, i. e., July 5th, 1902, Mr. Boville had written another letter to Mr. Colby which he marked "confidential." The letter began with these words:

"DEAR MR. COLBY—I send you three printed documents from which you may form your own opinion as to the exactness of the statement in Mr. Rockefeller's letter about which we have had some conference."

The letter then proceeds to review at length and in considerable detail the question of the responsibility of Washington Heights Church for its financial difficulties, which, as already narrated, had been considered and passed on by the Mutual Council in December, 1899. The letter assumes to give an account of the manner in which Washington Heights edifice was builded, making numerous erroneous references to votes of the Church. After discussing in this familiar manner a transaction which took place and was entirely closed before Mr. Boville became a resident of New York City, to the official records of which he had no access, the letter reaches a conclusion exactly opposite to that established in the findings of the Mutual Council already referred to, Mr. Boville's letter closing as follows:

"You know what a church corporation is, and hence can see the futility of escaping responsibility in these matters. Both technically and morally Mr. Bosworth's statement is inaccurate, but my hope is that this may not invalidate Mr. Rockefeller's offer, and that it may stand with that clause stricken out. I think we can swing the City Mission into line if he does, and you can accomplish much for Baptist unity. Heart and soul I wish to see them helped, although Mr. Bosworth's personality is not going to help our work.

Yours sincerely,  
R. G. BOVILLE."

*Confidential.*

The mistake of a clerk in Mr. Colby's office put this correspondence into our hands on December 4th, 1902. The originals were immediately returned to Mr. Colby with the information that certified copies had been retained.

July 2d, 1902, Mr. Bosworth wrote to Secretary Boville a letter containing these words:

"Meanwhile I will say frankly and without waiting for any proposition from you that your personal suggestion that we might raise one-third of the indebtedness ourselves, is an impossible one. If we could raise so much money within our constituency doubtless we could 'struggle on and pull through' without any aid, as we have earnestly endeavored to do. But we cannot.

"It is useless to ask us to raise more than \$10,000, and where so large a sum as that would come from I do not know. If required to raise \$10,000 in order to free us from our indebtedness, I would nevertheless undertake it, though I could not predict success with assurance. I should have to stipulate three years free from interest and would almost certainly be obliged to give up my little all and mortgage my salary besides."

**Three-Year Agreement of Mr. Rockefeller, City Mission and Church, to Raise the Church Debt.**

July 23d, 1902, three weeks after Mr. Rockefeller made his original proposition to aid the Church, the City Mission Society obtained from Mr. Rockefeller the following proposition:

"If the Baptist City Mission Society will raise \$20,000 toward the payment of the debt of the Washington Heights Baptist Church of approximately \$60,000, and said Church Society will raise \$20,000 for the same purpose, I will give the remaining \$20,000 any time within three years, when I am advised by the proper officials that \$40,000 of the said \$60,000 of indebtedness has been cancelled. In order that the members of the Church may be free to bend their every energy to the fulfillment of their part of this plan, I will pay the annual interest on the debt, understood to be approximately \$2,500 from July 15th, 1902, for a period of three

years, unless the interest should terminate by the payment of the debt prior to that time in accordance with the first part of this pledge."

This pledge was accepted by the Board of the City Mission Society at its meeting of September 26th, 1902, and forwarded to our trustees. It was submitted to a special meeting of our Corporation on October 14th, 1902, and, although its requirements were double the financial ability of the Church, as indicated in the pastor's letter above quoted, it was formally accepted and agreed to by Washington Heights Baptist Church, and both Mr. Rockefeller and the City Mission Society were at once notified of its acceptance.

**Success of Church In Raising its \$20,000.** Washington Heights Church set immediately to work to raise its part of the money, and, during the next three years, by very severe exertion, accumulated a debt clearing fund of \$10,000, all the contributions to which, with comparatively small exceptions, were from its own members. To this amount \$10,000 more was added by its two pastors, Boardman B. Bosworth and Leonard F. Requa, Jr., each giving \$5,000; and so the Church's \$20,000 was all in cash and deposited with the Metropolitan Trust Company to the credit of the Church Debt Clearing Fund by July 6th, 1905, seventeen days before the expiration of Mr. Rockefeller's time limit.

**Apparent Neglect By City Mission of its Obligation.** Meanwhile the City Mission Society apparently made no effort to raise its portion, beyond publishing in its budget in 1902-3 and in the *Examiner* a mis-statement of its obligation. In the two subsequent annual budgets, as published by the Society, no mention is made of this obligation. In an official communication to our trustees, dated so late as June 28th, 1905, and representing the final decision of the City Mission Board respecting this agreement, a previous declaration of the board is repeated, that it "deemed it inadvisable to raise any part of this indebtedness."

**Lapse of Agreement By Refusal of City Mission to Pay its Pledge.** Notwithstanding this notice, President J. W. Hatch, Treasurer H. P. Lambert, of the Debt Clearing Fund, and R. S. Vanderbilt, Secretary of the Church trustees, were at the Dry Dock Savings Bank with \$20,000 on the morning of July 15th, 1905, prepared to join the City Mission Society in cancelling \$40,000 of the mortgage there held, as required by the terms of Mr. Rockefeller's pledge. The City Mission Society having been notified of their intention, President J. G. Daughtry and W. H. Hays, of that board, were also present with a check for \$20,000. Mr. Daughtry informed Mr. Hatch that they had concluded to pay the \$20,000 pledged by the Society, but only on condition that Washington Heights Church should give to the City Mission Society an ecclesiastical mortgage for \$60,000, thus mortgaging back to the Society not only the City Mission's \$20,000 and Mr. Rockefeller's \$20,000, but reviving as well that part of the mortgage indebtedness to be discharged by the Church itself and turning it over to the City Mission Society. It has remonstrated, as had been previously done in correspondence over this same

subject, that under certain contingencies this might require the Church at some future time to pay this same \$20,000 over again. It had been pointed out that, when in April, 1904, Mount Morris Church cancelled its debt of \$30,000, it received \$7,500 through the City Mission Society, and was required to give the Society an ecclesiastical mortgage for only \$7,500, the amount of aid thus received. It had also been protested that this claim of the Society was contrary to the practice of other Baptist church extension societies, such as the Baptist Missionary Convention of the State of New York and the American Baptist Home Mission Society, neither of which Baptist Missionary bodies has ever taken a mortgage on money raised by the churches they have aided. Mr. Daughtry insisted on a \$60,000 mortgage, and as the trustees had no authority to give a mortgage in excess of \$40,000, the interview closed. Not, however, until our representatives had proposed that, in order to prevent the lapsing of the agreement, they and Mr. Daughtry should join in applying to the mortgage the \$40,000 in hand with the understanding that the question of the amount of the ecclesiastical mortgage to be given by the Church to the Society should be submitted to a disinterested party as referee, whose decision should be binding on both. This proposition Mr. Daughtry refused, and the interview ended.

**Dispute as to Agreement.**

It should here be stated that it is claimed by the City Mission Society that it was a part of the original agreement between the Church and the Society that the Church should give an ecclesiastical mortgage for the full amount of the cancelled indebtedness. It is denied by the trustees of the Church that such was the agreement. In the Society's original pledge, as made September 26th, 1902, occurs the following "statement of the general policy of the Society":

"Principle: That the Baptist Churches represented in the Society be recommended to endeavor to pay their interest bearing mortgage indebtedness and thus rid themselves of that hindrance to their growth, and enable themselves to contribute more largely to the work of the Society."

"Application: That all contributions toward this object be paid through this Society, and that each church thus receiving aid give to this Society, for the amount of aid thus received, a mortgage in the form adopted by the Society."

The trustees of the Church claim that in return for the \$20,000 contributed through the City Mission Treasury for their debt and the \$20,000 from Mr. Rockefeller for the same purpose, the Church should give the Society a mortgage "for the amount of aid thus received," and that the amount raised and applied by the Church itself to decrease its indebtedness is not to be regarded as in any sense "aid received." They claim that the Society itself so interpreted both this clause and its "general policy" in dealing with Mount Morris Church, as already referred to.

**Church's Offer to Arbitrate Refused.**

Nevertheless, in order to remove all ground for dispute, when this claim was first advanced by the Society our trustees, under date of April 8th, 1905, promptly made the following proposition in writing:

"We, the trustees of Washington Heights Baptist Church, hereby propose to the Executive Committee of the New York City Baptist Mission Society that the question of the amount and character of the ecclesiastical mortgage to be given by said Church to said Society, in the event of the cancelling of \$60,000 of said Church's indebtedness, and all other questions affecting the raising and payment of said indebtedness, over which there may be any difference between said Church and said Society, be submitted for arbitration and final decision to an Arbitration Committee composed as follows:

"Washington Heights Baptist Church to name five representative Baptists not members of said Church or Congregation; The New York City Baptist Mission Society to name five representative Baptists not members of said Society or of any of its committees; the ten persons thus chosen, or their representatives, to meet and nominate five other representative Baptists not members of either said Church or of said Society; and the fifteen persons so named to constitute a Committee of Arbitration whose decisions shall be final and binding on both the Church and Society in the matters at issue between them."

April 28th, 1905, the Society replied:

"The facts in the matter are perfectly plain and this Executive Committee sees no necessity for submitting them to arbitration."

**Trustees' Dilemma.**

Further than this the trustees of the Church have been unable to go. Some of the later subscribers to the Church's \$20,000, having learned of the City Mission demand, stipulated that their contributions should not be mortgaged. Mr. Daughtry spent the evening of July 12th with some of the trustees at the home of President Hatch, when these matters were fully canvassed. The trustees believed that all our donors would submit to the decision of a fairly constituted "Arbitration Committee," and President Hatch ventured to suggest a referee, but it was impossible to come nearer than this to the City Mission Society's position. It was with full knowledge of the trustee's dilemma that the City Mission representatives met the trustees of the Church at the Dry Dock Savings Bank with a check for \$20,000.

**Fate of Church.**

On July 23d, 1905, by the time limitations of Mr. Rockefeller's offer, the agreement lapsed. The successful toils and sacrifices of three years were brought to naught. Apart from some special deliverance, the property and work of Washington Heights Baptist Church must soon be lost.

The following letter indicates, in the opinion of the General Committee of Washington Heights Baptist Church, where the responsibility for such a denominational misfortune will lie:

26 Broadway, September 27th, 1905.

REV. BOARDMAN B. BOSWORTH,

420 West 145th Street, New York.

DEAR SIR—Returning for a day or two only to my office I find your letter of September 9th. In all matters connected with the development of Baptist interests in New York City Mr. Rockefeller's purpose is to act only with and through the City Mission Society.

Very truly,

F. T. GATES.

## APPENDIX.

### NOTE I.

PROPOSAL TO BUILD WASHINGTON HEIGHTS EDIFICE.

MICHAEL MOORE,  
MASON AND BUILDER,  
280 Broadway.

NEW YORK, May 7, 1897.

MR. A. B. JENNINGS, Architect,  
No. 41 Wall St., N. Y.

DEAR SIR—I have estimated the Church designs which you have given me with specifications, corresponding in material and workmanship to Grace Baptist Church, Richmond, Va., with this exception, that I propose to use granite paving blocks to face the walls; neatly fitted at the joints, and cut in to give finish equal to the house which you built at Riverside Drive and 113th Street, New York. Also with this exception, that I propose to use red oak or ash for trimming on the Church and basement floor. In all other particulars I have followed the specifications, making all changes in iron work that these plans call for.

In accordance with the above I estimate the square plan without the parsonage, to be \$62,800.00. The plan having the segment bays at the sides of the auditorium, I estimate at \$60,000.00. If you desire dimension granite for the face work, with close-cut joints, I estimate the square plans at \$4,000 additional, and the church with the segment bays, I estimate at \$3,500 additional.

These figures include masonry and carpentry complete, roofing, painting, plumbing, and gas-fitting, with wiring for electric lights and steam heat (estimated at \$3,500.00). These items are the same in each building.

With the proposal to use granite paving blocks, the sills, arch stones, and other details are to be cut granite. I will build the parsonage of either design for \$15,000.00.

Stained glass and furniture are not included in these estimates.

Yours respectfully,

MICHAEL MOORE,  
per F. L.

Mr. Jennings' plans, here referred to, are in a general way identical with those of the present building, as were all those of the six competing architects, *i.e.*, Bible school and social rooms below, as in present building, and auditorium, with galleries above. But they cover a building 80x100 feet, whereas the present building is only 72x100 feet. Mr. Moore associated with Mr. Frank Lyons ("F. L."), were favorite builders for Mr. Jennings. In seeking this contract, Mr. Lyons writes, under date of May 15th, 1897, in part:

"Mr. Jennings has asked me to write to you in reference to my estimate on the proposed church at Convent avenue and 145th street. . . . I was formerly in partnership with Mr. Bunn, who died recently. With him I built the Cranston Street Church, Providence, R. I., for Mr. Jennings; I have since built under Mr. Jennings' supervision, all the mason work of the Hanover Fire Insurance Co., fireproof building, No. 34 Pine street, to the President or Secretary of which I refer. I was also the builder of the mason work of St. Augustine's Church on Houston street near the Bowery; St. John's Episcopal Church, Bridgeport, Conn.; R. C. Cathedral at Hartford, Conn.; stone church corner 66th street and Madison avenue, stone church corner 72d street and Lexington avenue, stone church corner 74th street and Fourth avenue, New York, and other churches. I also erected the State Insane Asylum at Middletown, New York; the Cochran Office Building at Washington, D. C.; alterations and changes of the Stewart

Building, Broadway and Chambers street, New York, and several other large buildings.

I am at present associated with Mr. M. Moore, and we are now erecting a R. C. Church corner Richard and Verons streets, Brooklyn. Hence his name on my estimate sent you.

Yours respectfully,  
F. LYONS.

Though the Trustees' Building Committee admitted no competition with Mr. Robinson from rival builders, they did ask six rival architects to submit plans. Mr. Jennings, who was one of the six, submitted to the Committee, through the pastor, the above estimate of his builders, Messrs. Moore & Lyons, and offering to make no separate charges for architect's fee if he and his associates received the contract, he proposed to sign a contract on the basis of the above estimates and of the complete building specifications on which these estimates had been made. After verifying references and receiving highest testimonials from several sources, including officials of Cranston Street Baptist Church, the pastor submitted the offer to the Building Committee. It was rejected without examination, and the pastor was told that Mr. Robinson would be the builder.

The following statement of the total cost of Washington Heights Church's property is copied from the report of the Building Committee, through its Chairman, Dr. James A. Bennett, to the congregation, January 31st, 1899, three and a half months after the dedication of the completed church building:

#### STATEMENT.

Cost of Lots, 145th street.....	\$48,000.00	
Commissions 23d street, Legal Fees, Taxes and Assessments .....	2,437.81	\$50,437.81
Excavating .....	\$5,371.30	
Robinson & Wallace, Contractors.....	88,473.35	
“ “ Percentage .....	4,399.69	\$98,244.34
Lamb & Rich, Architects.....	3,850.00	
Benj. Sellers, Glass, main floor.....	1,356.71	
Mitchell V. & Co. and Cassidy & Co., fixtures.....	967.90	
E. H. Stafford Co., pews.....	730.00	\$155,586.76
Furnishing, etc.		
Grand Rapids Co., chairs.....	\$240.00	
Oil for floor.....	23.05	
Sperry & Beale, cushions.....	475.20	
L. C. Harrison & Co., organ.....	3,050.00	
Organ railing .....	105.00	
		3,893.25
Current Income Deficiency.....		5,692.15
		<u>\$165,172.16</u>

Eliminating from the above statement of total expenses, the cost of lots, commissions, etc., excavating, stained glass, organ, furniture, deficit, and all items not included in the proposals of Messrs. Jennings, Moore and Lyons, we have for purposes of comparison:

Robinson & Wallace, Contractors.....	\$88,473.35	
“ “ Percentage .....	4,399.69	
Lamb & Rich, Architects.....	3,850.00	
Mitchell V. & Co. and Cassidy & Co., fixtures.....	967.90	
	\$97,690.94	\$97,690.94
A. B. Jennings' bid, most expensive plan.....	66,800.00	
“ “ least “ .....		60,000.00
Possible saving to Church, under competition....	\$30,890.94	\$37,690.94

It would seem that a church, of dimension granite instead of marble, eight feet wider than the present edifice and possessing the same facilities, could have been built on a competitive basis for \$66,800. This building

would not have included so expensive woodwork and other trim as appears in the present structure. But how such a building would have borne inspection without and within may be judged by those who know the Alexander Avenue Baptist Church's building. That building, which will accommodate nearly as many people as the Washington Heights building and has the same general facilities, was builded on a strictly competitive basis. It is finished throughout in the neatest and most satisfactory manner, and was dedicated in February, 1902, at a cost complete, *including a four-story French basement parsonage*, of \$62,795.75.

#### NOTE II.

##### MINUTES OF CORPORATION.

TRUSTEE ELECTION, MAY 9TH, 1899.

Brethren James A. Bennett and Joseph W. Hatch were nominated to fill the place of James A. Bennett. The tellers announced the ballots cast. James A. Bennett received 49 and Joseph W. Hatch 61.

Brethren James A. Bennett and Charles N. Thomas were nominated to fill the place of William W. Jimmerson. The tellers announced the ballots cast. James A. Bennett 49, and Charles N. Thomas 59.

Brethren James A. Bennett and John H. Garrison were nominated in place of John H. Garrison. The tellers announced the ballots cast. James A. Bennett 45 and John H. Garrison 63.

##### ITEM IN "EXAMINER" OF JUNE 15TH, 1899.

Dr. James A. Bennett, who has been for many years prominently identified with Baptist interests in New York City, and has been one of the main supporters of the present Washington Heights Church from the time it was in Stanton street, and afterward in Twenty-third street, has retired from its Board of Trustees, and the board at a meeting held May 16th, unanimously adopted a series of resolutions, referring to his thirty years of continuous service as a member of the board, of which he has been president since 1876, and deploring his retirement from a position in which he has been a leader of unusual ability in all matters affecting the temporal affairs of the Church, as well as in its spiritual concerns. The board also express their sincere affection for and confidence in him, and their hope that the relief from the burdens of care which he has carried many years may enable him to regain the strength which his labors have caused him to sacrifice, and that in the near future he may resume his position as the wise counsellor and leader of the Board of Trustees of the Church.

#### NOTE III.

According to a statement in our possession, having the endorsement of Rev. R. S. MacArthur, under date of December 9th, 1899, the proposition for a Mutual Council arose as follows:

"At an informal gathering at the close of the October session of the Executive Board of the New York City Baptist Mission Society, held in the Church of the Epiphany, Messrs. Bennett, Robinson and E. S. Clinch, Esq., brother of Alfred D. Clinch, being present, it was stated that the Washington Heights Church was about to exclude said Bennett, Robinson and Alfred D. Clinch, and that such action was contemplated for the evening of October 26th, in connection with the annual meeting of the Church. It was further represented that such action was to be taken against the persons named without formal charges having been made against them and without their knowing in advance on what ground they were to be disfellowshipped."

Moved by such representations, Dr. MacArthur, with three other brethren, on the following day interviewed the pastor of Washington Heights Church at his house, "to save him and the Church from so serious a blunder as such irregular discipline would be." Upon learning that the Church was contemplating, not the exclusion of Messrs. Bennett and Robinson, but the return in their place of other delegates to the City Mission Society, Dr. MacArthur advised a Council, but strongly urged that no member of the City Mission Board be allowed a place on it.

"MY DEAR MR. BOSWORTH—Dr. MacArthur says that in the selection of an Advisory Committee to whom all matters pending between the Washington Heights Church on one side, and Dr. Bennett and the other brethren on the other, we ought to choose brethren who are in no way



identified with the City Mission Society or any other Baptist organization. He wants brethren who are not connected with any controversy relating to the Baptist matters in our city. I think you catch the idea of the doctor, which is seen at once to be wise." Very cordially yours,

November 14th, 1899.

F. R. MORSE.

A letter to Mr. Bosworth under date December 1st, 1899, in Dr. Mac-Arthur's handwriting and signature, contains these words:

"My understanding of the case when I was at your house was that all the brethren chosen should be selected from places outside of New York. I have not changed my opinion on the subject."

The following was the opinion of Messrs. Bennett, Robinson, Clinch and Jackson, as expressed over their signatures:

"We believe that any charges should be disposed of by a Council composed of members of churches in the Southern New York Baptist Association. . . . In line with the suggestion of Mr. Bosworth we consent that not more than one-third of the Council may be non-residents of Manhattan Island."

In naming five brethren to represent them on the Council they named the President of the City Mission Society and four other members of its Executive Board.

#### NOTE IV.

March 15th, 1900. Rev. W. C. Bitting, D.D., wrote in a pass-book presented by Mr. Bosworth:

"I cordially approve of the effort to raise the debt of the Church, and will contribute to that end."

W. C. BITTING.

April 14th, 1900, subsequently to the action of the Society, he wrote Mr. Bosworth:

"Having learned that my brief endorsement is considered as an expression of my approval of your continuance in the pastorate of that Church through 1901, I beg that you will erase my name from the book. I do not desire to appear in an untrue light in connection with this matter."

Yours sincerely,

W. C. BITTING.

#### NOTE V.

"Whereas, it is clear that James A. Bennett, M.D., Alfred D. Clinch, Fremont M. Jackson, and Andrew J. Robinson, are so out of harmony with the policy of the great majority of our membership as to make kindly intercourse difficult and Christian co-operation and fellowship impossible, so that their continuance in the membership of the Church is detrimental to its best interest; but

"Whereas, it is possible that they might work in harmony with other interests;

"Resolved, that said members be asked, and are hereby asked, to apply for letters of dismission, and the Clerk is hereby instructed to issue regular letters of dismission to the aforesaid members if they shall make written application therefor on or before December 18th, 1900, and their membership in this Church shall terminate upon the issuance of such letters.

"Resolved, however, that if said members shall fail to apply for letters as directed in the preceding resolution, the hand of fellowship is hereby withdrawn from them."

#### NOTE VI.

"It was with pleasure that our Church at the meeting last Wednesday evening, upon the hearty recommendation of the entire Board of Deacons, unanimously received into fellowship by letter Dr. James A. Bennett, Mr. Alfred D. Clinch, Mr. Fremont M. Jackson and Mr. Andrew J. Robinson. These brethren are known and loved in all our churches, and have positions in the affections of our entire Baptist host. The same night Dr. Bennett was appointed a member of the New York City Baptist Mission Society, to succeed Mr. C. H. Bogert, who resigned, and at the meeting of the Executive Committee of that Society held the next night, Thursday, was unanimously re-elected as Treasurer of that Society. We are glad to give these brethren most cordial welcome, and rejoice that they are associated with us in our Church ties."

From *Our Church*, Mount Morris Church paper, published December 23rd, 1900.

NOTE VII.

FISTICUFFS END WARM DEBATE AT CHURCH MEETING.

BITTER FEUD A SEQUEL TO MR. ROCKEFELLER'S AID—FIGHT IN AISLE  
AVERTED—AN INCIDENT OF A WASHINGTON HEIGHTS BAPTIST  
GATHERING WHICH DR. BENNETT SAYS HAS NO PLACE  
IN THE STRUGGLE FOR A HIGHER LIFE.

Wild blows were swung at a recent meeting of the fashionable Congregation of the Washington Heights Baptist Church at 145th street and Convent avenue. . . . John D. Rockefeller and Rev. Dr. Boardman B. Bosworth, the pastor, are directly interested in the outcome of the row. . . . increasing deficit in the treasury. . . . Two years ago Mr. Rockefeller guaranteed \$23,000. . . . One of the Congregation arose and expressed the hope that oil from an olive branch might be sprinkled on the troubled waters. "It won't do any good while we have a firebrand among us," shouted a gray-haired member, pointing to Mrs. James A. Bennett, whose husband, Dr. Bennett, was formerly a trustee of the Church, but resigned after a controversy with Dr. Bosworth. . . . An anti-Bosworthite laughed scornfully when the name of Rockefeller was mentioned, and said: "I don't want to say anything about it, only I don't see how this Church will ever raise \$20,000 under present circumstances." . . . Dr. Bennett, Mrs. Bennett's husband, said this: "My wife and I pursue the even tenor of our way. We refer to no personalities; we have nothing to say. There is a great difference between a reference to wrong acts and to personalities. Reference to personalities has no place in the struggle for a higher life whither we are all advancing." . . . Dr. Bennett left the Washington Heights Church some time ago because he liked another church better.

From New York daily papers, June 15th, 1904.

NOTE VIII.

LETTER OF REV. R. G. BOVILLE TO MR. EVERETT COLBY.

162 Second Avenue, July 5th, 1902.

DEAR MR. COLBY—I send you three printed documents from which you may form your own opinion as to the exactness of the statement in Mr. Rockefeller's letter about which we have had some conference.

It can hardly be supposed that the Pastor and Deacons of the Church in question had no hand in the acceptance of the plans affecting the Church building, as the Corporation on February 4, 1898, endorsed the plans of the Church which called for a \$40,000 mortgage. Mr. J. H. Garrison, the present Secretary of the Board, was elected to the Board for the first time on May 5th, 1897, and it was only on May 28th of the same year that the trustees decided to appoint Lamb and Rich as architects. Mr. Egbert Mills, still a member of the Church, was made a trustee on June 1st, 1897, and it was on August 2nd that the board finally voted to accept the plans proposed by Lamb and Rich. All of these with other Church officers must be held responsible for the action of the Corporation on February 4th, 1898, already referred to.

The additional \$18,000 placed on the mortgage is made up chiefly by additions to the original plan of \$3,050 for a new organ, \$4,600 for galleries, not provided for in original plan, \$5,692 for accumulated deficits in current expenses, \$1,000 for excavation, \$843 for additional church furniture, and among other minor items \$1,200 which the Building Committee expended over and above the amount voted on the original plans, a very moderate sum when you consider that they involve an expenditure of \$140,000, or the \$100,000 cash with which they started and the \$40,000 of a mortgage.

Now as to these extra items, the trustees composed of men, two of whom are still members, and Building Committee together on May 2nd, 1898, decided that \$10,000 extra was required for additional plans and current deficiency, and to this was added on June 3rd, 1898, for a new organ \$3,050, and on January 31, 1899, a meeting of the Corporation regularly called, voted on account of these and other items to put an additional mortgage of \$18,000 on the building. You know what a Church Corporation means, and hence can see the futility of escaping responsibility in these matters. Both technically and morally Mr. Bosworth's statement is

inaccurate, but my hope is that this may not invalidate Mr. Rockefeller's offer, and that it may stand with that clause stricken out. I think we can swing the City Mission into line if he does, and you can accomplish much for Baptist unity.

Heart and soul I wish to see them helped, although Mr. Bosworth's personality is not going to help our work.

Yours sincerely,  
R. G. BOVILLE.

*Confidential.*

REVIEW OF STATEMENTS MADE BY MR. R. G. BOVILLE IN  
LETTER TO MR. EVERETT COLBY UNDER DATE OF  
JULY 5TH, 1902.

Mr. Boville declares: "Both technically and morally Mr. Bosworth's statement is inaccurate," and his letter is an attempt to make good this assertion.

"Mr. Bosworth's statement," which Mr. Boville thus disputes, is as follows:

"The entire indebtedness of the Church covered by mortgage was for building expenses and was incurred without the approval of the Church, and a large part of it without the knowledge of either Church or Pastor."

The above statement was called out by a letter from Mr. Colby to Mr. Bosworth, dated April 10th, 1902, and asking among other questions this: "When was the debt assumed, and what conditions led to the making of the mortgage, and what is its present amount?" Mr. Colby asked this question as chairman of the "Committee on Mortgages" of the "Forward Movement" of the New York City Baptist Mission Society. Mr. Colby had no other statement from Mr. Bosworth bearing on this topic. It is therefore the one to which Mr. Boville takes exception, saying:

"It can hardly be supposed that the Pastor and Deacons of the Church in question had no hand in the acceptance of the plans affecting the Church building, as the Corporation on February 4th, 1898, endorsed the plans of the Church which called for a \$40,000 mortgage."

The question of fact in dispute here is this: Is Washington Heights Church morally responsible for the debt incurred in building its present meeting-house, and for the difficult financial situation thus created, in the same sense in which Baptist churches are usually responsible for like debts and their consequences?

Mr. Bosworth denies such responsibility. Mr. Boville appears to affirm it.

Before proceeding to review Mr. Boville's argument it should here be noted that in December, 1899, there met with this Church a Council, called mutually by the Church and by the four trustees who had assumed to act as its builder and building committee, for the purpose of hearing the evidence and passing on this very question. The Council was composed of the following gentlemen: Rev. Messrs. A. H. Strong, D.D., chairman; H. M. Sanders, D.D.; A. S. Hobart, D.D.; W. C. Bitting, D.D.; J. B. Thomas, D.D.; John Humpstone, D.D.; J. L. Campbell, D.D.; J. T. Dickinson, D.D.; J. M. Bruce, D.D.; Richard Hartley, Howard L. Jones, F. W. Lockwood, F. P. Stoddard, and Mr. R. J. Chard. The findings of the Council on the point in question are in the following language:

"The Council finds that the trustees of the Church built their house of worship without asking from the Church its approval of either their plans or expenditures as the usage of the denomination requires. But in doing this they followed former precedent in this Church with the belief that they had the legal right so to do."

The Council at the same time requested the four trustees who had so builded the meeting-house to resign their offices and a new board was organized by the Church.

Mr. Boville appears to dispute these findings of the Council. He says:

"It can hardly be supposed that the Pastor and Deacons of the Church in question had no hand in the acceptance of the plans affecting the Church building, as the Corporation on February 4th, 1898, endorsed the plans of the Church which called for a \$40,000 mortgage."

It is not denied that the Church consented to a mortgage of \$40,000 on the date named. It is denied that such consent implied endorsement or approval of the plans which made such mortgage necessary. Had such consent to mortgage been sought and obtained *before the plans*, involving \$40,000 mortgage, *were put into execution*, such consent would have conveyed approval. But the records show that when, on February 4th, 1898,

the Church consented to mortgage, the first story of the building was complete and the walls of the second story nearly erected. In other words, consent to mortgage was not sought or the Church consulted in any way as to plans and expenditures until after contracts had been made, many of them fulfilled, the Church's own means expended, its credit pledged, and the Church committed to a building plan, all the principal features of which were fixed beyond the possibility of alteration. It then consented to mortgage, but only after receiving a public statement from Dr. Bennett, president of the trustees, and Mr. Clinch, secretary, that the \$40,000 so provided would ensure a finished and furnished building.

The Corporation "endorsed" these plans of Church building in precisely the same manner as it endorsed the sale, by the same trustees, of the Twenty-third street building.

That building was sold by the trustees without consulting the Congregation, and it was without a church home before it knew that a sale was contemplated. This is the "precedent" to which the findings of the Council refer when, of the independent conduct of the trustees in building, they say: "But in doing this they followed former precedent in this Church, etc." The circumstances, as the trustees' minutes show, were as follows:

December 18th, 1889, during the ministry of Thos. Dixon, Jr., the Corporation gave the trustees legal power to sell the Church building. It was then proposed to build, near by, a "denominational headquarters," with a place of worship in it for the Twenty-third Street Church. The plan failed, but the authority to sell was not revoked.

December 11th, 1896, *seven years later*, the trustees acted on that unrevoked authority and voted to sell the meeting-house.

December 14th, 1896, Dr. Jas. A. Bennett informed the trustees, according to their minutes, that he has signed contract and the Church will vacate on a near date in future.

December 18th, 1896, this contract of sale was formally approved by the trustees, and the title was passed.

December 21st, 1896, the matter of sale was submitted for the first time to the Corporation, and it was asked to ratify the action of the trustees. After two very stormy sessions this was accomplished on the evening of December 28th, the Corporation in that instance being apparently without legal ability to do otherwise.

In the case, therefore, of the sale of the Twenty-third street building the trustees actually did have the authorization of the Corporation, although said authorization was granted seven years before for the purpose of securing another and better meeting-house for the same congregation in the same quarter of the city; but was finally used to provide a meeting-house for a different congregation seven miles distant.

In the case of the building of the Washington Heights meeting-house the same trustees proceeded without any Corporate sanction or authority.

Mr. Boville's hint at collusion on the part of the Pastor and Deacons, if true, does not relieve the trustees. In fact, it is not true.

The Deacons were not taken into the confidence of the trustees or of the Building Committee, and, as a body, like the rest of the Washington Heights Congregation, supposed the Building Committee to have been regularly appointed and given full power before the removal from Twenty-third street. To the last, members of the Committee put forth this claim, even when confronted with their own official and recorded evidence of its untruth.

The Pastor did know that the trustees were proceeding without authority. He went so far as to protest to the board against such proceeding, but he did not carry his protest into the Church for two reasons; first, because he had no suspicion that the trustees would abuse their self-assumed power, by involving the Congregation in more than \$60,000 indebtedness and in other ways subordinating the interests of the Church to their own ends; and secondly, because at that time the Church was composed of portions of two Congregations which would thus have been pitted against each other to the ruin of the enterprise. In the actual selection of the plans the Pastor had no voice at all. He was not present at the Committee Meeting, May 26th, 1897, when the architects were chosen and the plans decided on. A letter of the Pastor to Dr. Bennett offering suggestions on this subject was returned by Dr. Bennett with the statement that he did not read it to the committee. They assumed the sole responsibility of determining this important matter.

Mr. Boville, continuing his effort to fix responsibility for its present burdens upon the present membership and officers of the Church, alludes to the trusteeships of Messrs. Garrison and Mills.

The suggestion that Mr. Garrison is responsible for the conduct of the Board and the Building Committee is amusing to anyone familiar with his almost perpetual protests against its high-handed and scandalous procedure. Ignorant at first of the fact and extent of the board's encroachments upon the rights of the Church, from the time of his enlightenment he stood for months alone on the board in his resistance. He was, if possible, more prominent than any other member of the Church in all the proceedings that finally led to the expulsion of Dr. Bennett and his Building Committee from the Church, and on one occasion when the Church reconsidered a motion to expel, Mr. Garrison alone voted "No." This unvarying attitude of Mr. Garrison toward the old board in the building matter was well known in the Church, and when, on the evening of December 15th, 1899, the Church voted adopting formal charges against the trustees for presentation to the Mutual Council, Mr. Garrison was expressly excepted from those charges.

Mr. Mills was never elected a trustee by this Church. He owed his place on the old board to an appointment of the board itself to fill a vacancy till the next election. Mr. Mills was from the beginning a partizan of Dr. Bennett, and of the men who acted with him in the building matter. It was he who made the motion to use for our building construction marble from the Georgia quarry, of which Dr. Bennett was President of the Directors, and Mr. Robinson the chief stockholder. Messrs. Mills, Robinson, Bennett and Clinch voted this marble at an acknowledged expense of \$10,000 over any other material, in the face of the expressed dissent of every other member of the board, all of whom refused to vote. At the trustee election in May, 1898, Mr. Mills' appointment as trustee having expired, his name was not presented with other nominees for election. Nevertheless he continued to serve as a trustee and as an active partizan of the old board for two years. Meanwhile, in May, 1898, Dr. Bennett ran for election three times, but was defeated each time, and the following January Messrs. Robinson, Clinch and Jackson resigned their trusteeships, as requested by the Mutual Council. The board was immediately reorganized. Mr. Mills' place on the board was at once disputed by the new trustees. He claimed election in May, 1898. Upon examination of the records, which had hitherto been in the hands of Mr. Clinch, it appeared that the minutes of that meeting and also the call, either of which, as was well known, would have afforded evidence against Mr. Mills' claim, were both missing. (\*This is the sole instance of a missing minute of a Corporate Meeting.) Mr. Mills made affidavit before a Notary certifying that he was duly elected in May, 1898, a statement which was well known to the Pastor, his fellow trustees and to other members to be false. He thus retained his place on the board for a year longer, when the three years expired and he was not re-elected. At the time Dr. Bennett and the Building Committee were forced to leave the Church many urged that Mr. Mills be included in the discipline, and it should have undoubtedly been done.

It is hard to see how the present administration or membership is responsible for the conduct of Mr. Mills.

Mr. Boville's explanation of the "additional \$18,000 placed on the mortgage" is no nearer the actual facts. The formal charge brought by the Church against the old trustees before the Council, on this point, was for:

"Incurring \$18,000 additional debts, in the name of the Washington Heights Baptist Church, without its knowledge or consent, and contrary not only to law, but contrary to their own repeated and public assurances to the Church that no such debt was contemplated or would be incurred."

This charge, it should be noted, refers to the public assurances given the Corporation by Dr. Bennett and Mr. Clinch on the evening of February 4th, 1898, that if the Corporation would assume the responsibilities which its trustees had created and vote a mortgage of \$40,000 it could depend on that amount providing a finished building and furnished building, without need of further expenditure. The *charge itself* is the testimony of the people of the Church that they heard those assurances. This charge was made, it should be remembered, in 1899, the same year in which the trustees demanded the additional \$18,000, and while, therefore, the memory of those previous assurances was fresh in the minds of all.

It matters not, therefore, what the items composing that \$18,000 may have been; when the trustees ventured to obligate themselves in that additional amount, as they did without further consulting the congregation

\*Not strictly correct. There is another, Oct. 28, 1898: Cf. statement to Mutual Council, December, 1899, paragraphs 9 and 24.

or any member of it, they not only repeated their previous wrongdoing in acting without authority, but they broke faith with the Congregation and violated their public promises to it.

Before proceeding to comment upon the items which are here claimed as making up this "additional \$18,000," it should be said that, from beginning to end of the building enterprise, neither the Congregation nor any member of it ever had any opportunity to vote upon the expediency of assuming this or that additional item of expense or of incurring any definite budget of expense as the limit of its building operations. Neither the Congregation nor any member of it, except the trustees—and for practical purposes this statement might almost as truthfully be limited to the Building Committee and builder—had any means of knowing officially and certainly the itemized expenses of the various operations they saw in progress or their probable aggregate. No itemized financial statement or estimate of the plans and expenditures of the trustees' Building Committee was ever submitted to the Church or to any member of it until after the completion and dedication of the building and the demand for the final mortgage of \$18,000.

It is plain that under such circumstances, whatever the items of the "additional \$18,000" may have been, the Congregation had no responsibility for those extra expenses.

But it is denied that the statement of items composing this "additional \$18,000" is an honest one. How could it include "\$1,000 for excavation"? No "additional" expenses for excavating was incurred after the passing of the \$40,000 mortgage, February 4, 1898. All excavating had been done months before that date and the outer walls of the building were nearing completion. No "additional" expense of \$5,692 could have been incurred "for accumulated deficits in current expenses" in the *eight months* between February 4, 1898, and October 13, 1898, when the completed building was dedicated. Regarding the \$3,050 for a new organ, it should be said that the adoption of the building plans, from their very structure, involved the necessity either of the purchase of a new organ or of rebuilding the old one, which had a side keyboard and was much too small to fill the place designed for an organ by the architect of the new building. The board considered both plans and decided that it would cost little more to sell the old and purchase new, than to rebuild. Accordingly, on February 17th, 1897, a year before the \$40,000 mortgage was passed, the board is on record in their minutes as voting to put the old organ on the market, and a committee was appointed to sell it. The new organ was no after-thought or "additional" expense, and there was no trustee meeting "on June 3d, 1898, for a new organ" or for any purpose.

With still greater certainty it may be affirmed that the galleries were no after-thought or "additional" expense. Architecturally, as anyone can see at a glance, they are an essential and not an incidental feature of the architect's plan, and were, of course, a part of the "original plan" of the building, when that plan was accepted by the board. The rear gallery could not be omitted, for it forms the roof of the Church vestibule. The side galleries could have been cut out. But in that case still greater economies could have been effected. The wall space occupied by the galleries could have been eliminated, gallery windows and lower windows brought together into a single row of windows, the roof of the auditorium lowered proportionately, and not only the comparatively small expense of the galleries themselves saved, but a whole horizontal section of wall extending clear around the church and containing many tons of expensive marble and many days of costly mason work eliminated as well. In fine, had it not been intended from the beginning to provide galleries a much more economical building plan would have been adopted.

Much the same may be said of the \$843 "for additional Church furniture." By this is doubtless meant such items as pew cushions, chairs for Bible school, etc. It certainly does not include anything that could be spared from a decently furnished church or any item of mere luxury. The piano, for example, was brought from Twenty-third street; the pulpit chairs were paid for by the Ladies' Aid Society; the Communion chairs and table were provided for out of a special legacy of \$200. The Church carpet was purchased by the Ladies' Society three and a half years after dedication, and all rugs, umbrella racks, pulpit cushion and Bible, and new hymnals and Bibles were provided for by degrees and by special contributions made for those purposes. The fact is that the Church was not equipped by the trustees with what is usually regarded as necessary furniture, and there was much and warm criticism of a board which would spend

\$10,000 needlessly on marble while it left the interior without decorations, carpets or proper furniture. Even to this day the galleries remain unseated, the large organ requiring a two-horse motor has to be pumped by hand, the electric conduits and fixtures which cost the Church many hundreds of dollars are unavailable for lack of wiring, a very expensive artificial system of ventilation remains idle for want of the necessary motor and exhaust fan, and these and other items, called for in the plans, and without which thousands of dollars of expensive equipment is useless, remain to be added as the Church may be able.

None of these items, which Mr. Boville says account for and justify the "additional \$18,000 placed on the mortgage" can therefore be described by the term he uses in his last paragraph as "extra items," for they were all a part of the original plan and known to be such by the trustees when they asked for the original mortgage of \$40,000. They are no more to be regarded as "extra items" than is the stained glass, or the costly brass gallery fixtures, or the expensive wrought iron work gates, or the beautiful vestibule lamps, or the very beautiful and costly oak and plate glass screen between vestibule and auditorium, or any one of many other expensive items which could have been cheapened or omitted, and all of which were contracted for and erected subsequent to everyone of the items mentioned as "additional," unless it be the Church furniture.

The fact is, this list is a purely arbitrary one; it explains nothing; any other collection of \$18,000 in building items would have answered as well, and no better. The real extras, such as \$10,000 needlessly spent for Dr. Bennett's and Mr. Robinson's marble, are not mentioned.

The real fact is, that when the trustees, February 4th, 1898, made promises and got \$40,000, one of two things was true: either they were proceeding carelessly of consequences and of the final amount of debt to be imposed on the Church; or, they deliberately deceived the Church as to what its real indebtedness was to be.

It may be added that there was no trustee meeting on "May 2d, 1898," and Mr. Boville's assertion that "as to these extra items the trustees composed of men, two of whom are still members and Building Committee, together, on May 2d, 1898, decided that \$10,000 extra was required for additional plans and current deficiency," is not correct. There was a trustee meeting the next evening, May 3d, 1898, at which Dr. Bennett reported the deposit of \$40,000, but no mention is recorded at this meeting of the need of an extra \$10,000 nor any intimation that the \$40,000 was not to be sufficient, as promised. No such intimation was given to anyone prior to the evening of dedication, October 13th, 1898, when hints of a floating debt on account of building were thrown out in Dr. Bennett's public statement to the Congregation. The meeting to which Mr. Boville refers, at which it was stated that \$10,000 extra would be required, was on the night of November 30th, 1898, *one and a half months after the building was finished and dedicated.*

The evening of December 14th, 1898, *two months after all contracts were fulfilled*, the trustees announced to the pastor and deacons an additional deficiency in building expenses of \$20,000.

At this point trouble began, which led finally to the defeat of Dr. Bennett and the requested resignation by a Council of Messrs. Robinson, Clinch and Jackson, and a year later to the compulsory retirement from the Church fellowship of all four; though the Corporation did finally accept \$18,000 of the additional debts they had incurred, and passed another mortgage including that amount.

These facts, all of which can be verified by reference to written records now in the custody of the Church and of its officers, would seem to sustain Mr. Bosworth's statement and the findings of the Mutual Council touching the moral responsibility of the Washington Heights Church for its present financial condition.

It hardly needs to be pointed out that Mr. Boville, when, in his effort to influence Mr. Rockefeller through Mr. Colby, he traverses these matters, does not speak from personal knowledge. For he took his residence in New York and became Secretary of the New York City Baptist Mission Society long after the events transpired of which he speaks so confidently.

Where, then, did he get the information and inspiration for this letter? Certainly not from any source friendly to the Church. The pastor and officers of this Church have never made any attempt to open the matter with him, save as he himself, by his questions and allusions, has made the briefest references necessary; and in such instances Mr. Boville has invariably assured them that he neither knew nor cared to know any-

thing of its controversies with persons once trustees of the Church and still members of the City Mission Executive Committee.

\* \* \* \* \*

The entire paragraph about the "additional \$18,000" is taken almost bodily from Dr. Bennett's report to the Corporation of Washington Heights Church, when, on Jan. 31st, 1899, a mortgage for the "additional \$18,000" was passed. (Cf. original report, pasted in trustees' minutes, Jan. 31, 1899.) (Appendix, Note IX.)

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LETTER OF REV. BOARDMAN B. BOSWORTH TO MR.  
EVERETT COLBY.

MR. EVERETT COLBY,  
40 Wall Street, City.

DEAR MR. COLBY—I enclose herewith, as I promised last Thursday evening to do, a statement which I have prepared covering the ground of Mr. Boville's letter of July 5th, 1902. This is the statement to which I referred in my letters to you under date of December 12th and 18th, 1902, and which in those letters I asked permission to prepare and lay before you.

\* \* \* \* \*

I trust that my motive in adverting again at this time to this old correspondence is clear. I do so because the influences which sought through this letter to create impressions adverse to our Church are still actively at work to prevent this Church from raising its debt and from attaining success and usefulness under the existing financial and spiritual administration.

Further, these influences are believed by me, and by others, to explain the fact that though two years ago the board, at Mr. Rockefeller's suggestion, made a pledge of \$20,000 to our Church debt, and though that pledge will be due and our part of the conditions will doubtless be met the 15th of next July, the board has made no provision for meeting its pledge and did not even recognize it in publishing its budget last year. (Mr. Boville told me last Thursday afternoon that they have \$200 in the bank for this purpose.) The board is now \$15,000 in arrears, and it seems very unlikely that it will have \$20,000 for Washington Heights Church next July.

We attribute the board's failure to make some provision for this obligation to disinclination to help our Church. It certainly has not been lack of ability, for the board has never in its history raised and expended so large sums as during the past two years. This disinclination of the board we attribute, further, not to any lack of general denominational interest on the part of the many good men on that board, but to a strong belief that our Church is unworthy; a belief due to just such misrepresentations as are contained in this letter of Mr. Boville's. Unless the prejudices so caused can be removed, our own long struggle, even if it issues, as in all likelihood it will, in our raising \$20,000, will be in vain; and Mr. Rockefeller's money spent here for interest will have been expended to no purpose.

To prevent this by any honorable means seems to me to be our plain duty. Mr. Gates, at the time our Church undertook this engagement, emphasized to me the fact that "the pitfall to be avoided" was the acceptance by the Church of Mr. Rockefeller's payments of interest without making all possible effort to raise the debt. "Nothing," said he, "would more certainly destroy all interest in your Church."

I believe, therefore, that I did my duty in showing this correspondence, as I did recently, to my associate, Rev. Leonard Requa, Jr., and also in granting the request of Rev. Richard Hartley to see it. As a consequence of the sympathy evoked by such and similar evidence of the moral status of this struggle, Mr. Requa was led to personally donate \$1,000, and, through the moral support of Mr. Hartley and other ministers, we were enabled to raise over \$2,200, thus covering a current deficiency and providing a small surplus. Additional and even more important financial support has also been secured during the past fortnight, in the same manner and to the extent of more than \$5,000 additional to our Debt Clearing Fund, making the present credit of that fund, conservatively estimated, not less than \$16,000.

Unwilling as you have properly been to have these letters thus referred to, I hope, my dear Mr. Colby, that you will credit me with an



honorable intention in making known to you the fact that I was using them in the manner indicated above, and also for making clear in each instance the fact that you were not responsible for their being in my possession, and that you objected to their being so used.

I hope also that you will be able to credit me with an unselfish purpose in somewhat disregarding your wishes, as I have felt it my duty to do. If the failure of the City Mission to get its \$20,000 should prevent the success of this three-cornered effort at raising this debt, I suppose I would be acquitted of responsibility by all reasonable persons, and I certainly will be \$5,000 richer in this world's goods if I do not have to meet my personal pledges. Yet I should never feel quite clear in my own conscience that I had done my whole duty by Mr. Rockefeller and by my Church, if, having in my possession facts calculated to change sentiment favorably to the Church and thus procure the successful issue of the effort, I altogether withheld them.

Perhaps I have not made it clear, and if not I certainly ought to do so, that no extensive use of these letters has been made, or has in any case been contemplated. Beyond Dr. Strong and my own official board, whose attention I called to them immediately, and Mr. F. T. Gates, whom you said, last Thursday, you had taken into confidence, not more than a half-dozen persons, at the most, know of their existence, and these, in every instance, are men whose discretion and whose deep interest in our City Mission work is, I believe, beyond question.

In this course I may have been wrong. I do not wish to set my judgment up against yours. I have earnestly desired to do right, and, if, with this statement of my conduct and motives, you still disapprove, I sincerely beg your pardon.

Yours in the Master's name and service,

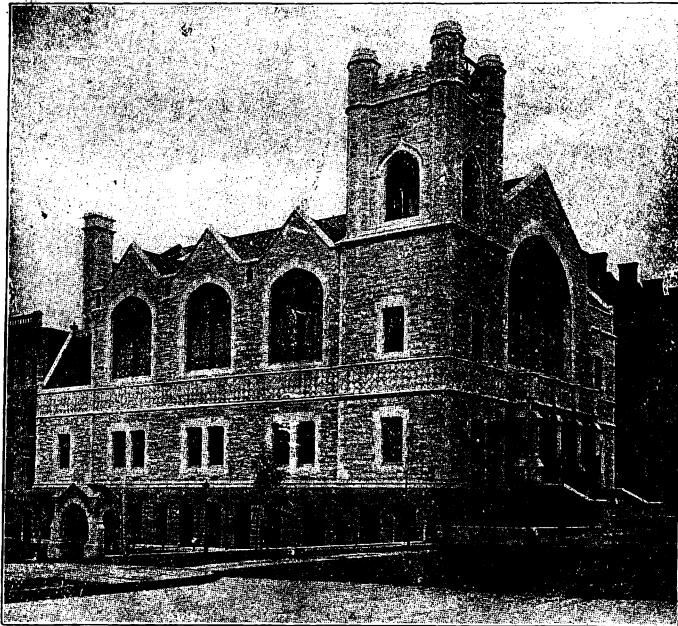
BOARDMAN B. BOSWORTH.

New York, November 1st, 1904.

#### NOTE IX.

The following notes, bearing the initial signature "J. A. B.," are appended to the itemized statement presented to the Washington Heights Baptist Corporation by James A. Bennett, chairman of the Building Committee, on January 31st, 1899, three months and a half after the dedication of its building. They were read in an attempted explanation of the request then made for an additional mortgage of \$18,000. For the Statement, see Note I, page 14, of this appendix.

\$3,050.00	Is due to the purchase of an organ not provided for at time of former mortgage.
843.00	Is due to purchase of furniture.
4,600.00	Is due for galleries, 2d stairway, additional electric, and gas piping fixtures, etc., not anticipated when former mortgage was planned.
5,692.15	Is deficiency in current income paid from the Building Fund, but considered a debt to it. It was the hope of the board that it could be provided for other than by being included in a mortgage.
1,000.00	Cost of excavating a vacant lot which is really an asset.
15,185.15	
730.00	Pews might also be considered furniture, and were not included in original estimate.
<hr/>	
15,915.15	



**WASHINGTON HEIGHTS BAPTIST CHURCH**