

REVIEW

OF THE

REPLY TO HIS SERMON

OF

THE 9TH OF AUGUST 1818:

INCLUDING

A SUMMARY OF THE EVIDENCE

ON THE

MINUTES OF THE CLASSIS

OF NEW-YORK.

AND

THEIR DECISION IN HIS CASE.



BY S. N. ROWAN, A. M.



"Study—to do your own business."—Paul.

"Take away the dross from the silver, and there shall come forth a vessel
for the finer."—Solomon.



PUBLISHED FOR THE AUTHOR.



New-York:

PRINTED BY ABRAHAM PAUL, CORNER OF WATER-STREET
AND BURLING-SLIP.



1819.

REVIEW, &c.



“OH—that mine *adversary* had written a *book*,” exclaimed the man of Uz, when vindicating his character against the false accusations of his pretended friends. They, in the course of a long controversy, had preferred a variety of charges against his integrity; and ascribed his fall from the pinnacle of worldly greatness to the depth of poverty and wretchedness, to his hypocrisy and wickedness. These charges being made *verbally*, and relating to different points of character and conduct, were not tangible. Some of them were in themselves unimportant, and others were so *cautiously* worded, that he could not get at their definite meaning; or in “the multitude of thoughts,” which his trials occasioned, he had not, perhaps, leisure to examine and refute them. He therefore wished that his *adversary* or *accuser* had reduced those charges to *writing*, and given him a *copy* of them, that he might carefully examine, and at his leisure answer them. From the accomplishment of this desire, he feared no disgrace. He knew that every article of his impeachment could be disproved—that every accusation *the book* contained, would, on investigation, be found false: and, therefore, he adds, “Surely I would take it upon my shoulder, and bind it as a crown to me.” He would be so far from suppressing it, that he would give it all possible publicity; he would bear it about as a trophy, and glory in it as giving him the happy and long-desired opportunity of vindicating himself from unfounded and unjust imputations.

Since the 9th of last August, my character as a man of veracity has been warmly assailed by those who felt themselves aggrieved, by declarations then made in my Sermon, preached at Greenwich, and since published. Much has been said, and more has

been intimated, by sly inuendos, and significant shrugs. Something was even put in writing on the Minutes of the Consistory of the Church of Greenwich; but it was so cautiously worded, that, while it contained no distinct charge, it conveyed the idea, that there were sufficient grounds for several specifications under one very momentous charge. The publication of a "counter statement" was early announced; requests were made to suspend all judgment upon the points at issue till that counter statement appeared; and most imposing declarations were made in the Classis of New-York, by one of the Counsellors of Consistory, that if a certain portion of the Congregation "only knew all," they would not be ranked among my warm supporters against the Consistory. All this was *calculated* and *designed* to make the impression, that there was something dreadful behind the curtain; and that, when this should be drawn, a scene of the greatest turpitude and villainy would be disclosed to the public eye.

Under these circumstances, I did most anxiously long for "the counter statement." The prospect of its appearance created no alarms in my bosom. I knew, with as much moral certainty as ever I knew any thing, that whatever might be said about the propriety of *making* my declarations, their *truth* could not be arraigned with success. But, as the delay of the statement, and the length of time consumed in its preparation, led many to believe that it would be something wonderful, I often said to myself, "Oh that mine adversary *had* written his book." Then would the public be able to judge how far the *declarations* of individuals could be supported by evidence, and to determine whose cause was the most righteous.

My wishes have, at last, been gratified. Mine adversary *hath* written a book. I have before me a *printed* copy of a "*Reply to the Sermon of the Rev. Stephen N. Rowan;*" and no doubt it was *written* before it was printed. But by whom? By an *adversary*. The reader, *most prejudiced* in its favour, cannot rise from its perusal without the impression, that its writer loves me a great deal less than none at all; and that, with all his professed desires to elicit truth, he has mingled rather too much personal antipathy to warrant the belief, that he is a Moses in the article of meekness. "An enemy hath done this." It indeed purports to be written, or at least to have been *reported*, by a Committee of

Consistory. But could I be made to believe that it was written by them, it could be easily proved, that, though we are “upon speaking terms,” their recent acts, in relation to me, have rendered their character, as *friends*, rather equivocal. They, however, were not the authors of the “Reply.” With all its crudeness of style, its bad grammar, and its chaotic arrangement, neither of them are *capable* of writing such a book. “The hand of Joab was with them in all this.”

If, then, the *Committee* did not write the “Reply” themselves, whom did they employ as their private secretary? My firm belief is, that they employed, or accepted the voluntary offer of, the honourable Peter H. Wendover, member of Congress from the State of New-York, and formerly an elder in the Dutch Church at Greenwich. My reasons for this belief, besides the incapacity of the Committee, or any other acting elder, or deacon, to write such a book, are,

1st. The *intrinsic* evidences it contains of being his composition.

There is, through the whole of this pamphlet, a similarity of style and language to other compositions of his, which I have seen; such as letters, reports of committees, and other important productions, *if any*. But, besides the general resemblance of feature, there is a striking coincidence in the two reports, parts of which are recorded pages 6 and 22. On the first is this clause: “The sacred cause of truth and justice impelled [them] to the exercise of functions, though extremely *unpleasant*, yet *imperiously demanding a disclosure of facts, which, under other circumstances, ought to have been forgotten*;—on the other is this sentence: “Your Committee are compelled to give a statement of facts, *which, under other circumstances, ought to have been buried in perpetual oblivion. These facts, as unpleasant,*” &c.—This last report, I know, was from the pen of Mr. Wendover. He was on the Committee who brought it in; (and carried it out of Consistory) and I saw it, *when there*, in his handwriting. And, as the similarity of language and sentiment are as nearly alike as possible, I infer that Mr. Wendover wrote the first Report as well as the last. I made this remark, however, upon the respective compositions, that the latter is decidedly the best. It is, indeed, the best written part of the whole book. Mr. W. was then, probably,

in his prime ; perhaps his mental energies are now on the decline. What a loss to Congress and the world !—alas, *sic transit gloria mundi*.

2d. Another ground for the *belief* that Mr. W. is the author of the “Reply,” is *the fact* of his having prepared resolutions for the Consistory, relating to measures adopted by them in the present controversy. One of those laid on their table, by a member, in his handwriting, is now in my possession. Another, in his own proper person, was *offered* to the Consistory, by him, as a member of the great Consistory, but was not accepted ; and a third slyly slipped by him into the hand of one of the deacons, was laid on the table, but taken off again, as it happened to be either the *wrong one*, or offered at an improper time. And none who know the incapacity of the present members of Consistory to indite the resolutions they have recently adopted, or the number of “whereases” those resolutions contain, can, for a moment, doubt that he has been, up to the period of his departure for Washington, their *private secretary*.

That this honourable Mr. W. is my *adversary* requires little proof. It is admitted that he used his influence to secure my settlement in the Dutch Church at Greenwich ; but it would not be fair to argue from thence that, in so doing, he was actuated by *personal* considerations. He is too *disinterested* a man to be subjected to such an unworthy imputation. He was then acting for what he supposed to be the *interests of the Church*, and not for me. He soon found, however, with all his *discrimination*, that I was not likely to be a convenient tool, in building up his self-importance ; that I was just as apt to respect the opinions of others, or even to adhere to my own, when I thought they rested on a good foundation, as to bow implicitly to his judgment. This was, in his estimation, an unpardonable sin. His own opinions are always the best ! and he is known to be very persevering in his attempts to make others think so as well as himself. But, as I did not happen to think Mr. W. infallible, I was very often *unmoved* by his longest speeches. Accordingly, he soon became disaffected towards me ; he gradually lessened the number of his visits, and other ordinary civilities ; and finding that opposition to preaching from notes was likely to be popular, with a portion of the Congregation, he

early espoused *their* cause : I say, *their* cause, for I would not wish the reader to understand that I think *the mode* of delivering a discourse particularly disturbed *his* conscience, as I am informed he has been much pleased with discourses which were *read*, when his back was turned to the speaker, or when he happened to fall asleep during their delivery. And, as I am also informed, that the time he *spoke* in the Congress of the United States, he either read his written speech, or sent it to the press to *speak* for itself!

He also took other measures, decidedly expressive of dissatisfaction, towards me. He succeeded in carrying a resolution through the General Synod, condemning the practice of reading sermons, and, as was supposed at the time, with a view of thus crushing me. When this measure failed to excite much odium against me in the Congregation, (with the majority of whom the practice was a matter of indifference, if not of preference) he then withdrew his subscription to my salary for several years in succession—and always assigned, I am told, as a reason, not his *inability*, but his *indisposition*, to do any thing which would countenance me, so long as I *read* my sermons, or be an expression of his wish to retain me as his minister.

And if any thing more is necessary to prove his disaffected sentiments towards me, let it be the repeated declarations of those who knew him better, and were more intimate with him, than myself. Mr. William W. Gilbert, who, from a long knowledge of the man, was acquainted with his *political* movements, repeatedly told me, that it was Mr. Wendover's object to get me out of Greenwich, and that he would leave no stone unturned until he effected that object. Mr. Abraham Labagh, who is Mr. Wendover's intimate friend, and who can sometimes be candid, has told me, that Mr. Wendover was not satisfied; and that he wished, for the sake of the peace of our Congregation, that Mr. Wendover would move out of the village. These circumstances, though of no great importance in their bearing upon the merits of the controversy between me and my Consistory, may go to show how the present state of things has been brought about;—not so much in consequence of my indiscretions and unfaithfulness, as through the influence of a man, whose purpose of getting rid of me has long been avowed by himself and his friends; and who, if he does not succeed, will have again to repeat what, as counsellor of the

Consistory, he acknowledged in the Classis of New-York—that it is *not* his *fault*, *but* his *misfortune*. They may also inform the public of the actual amount of agency, which my sermon of the 9th of August had in producing the present state of things. It has been the policy of Mr. W. and his coadjutors, to place the whole to the account of *that Sermon*—that dreadful *Sermon*! But that was merely throwing dust in the public eye: the Sermon was not the cause. It might have been the *occasion*, but the cause existed before. That only stated *facts* which already existed; the *moral* aspect of which was precisely the same, whether disclosed or not. The volcano had been long gathering strength and materials; the Sermon opened the crater; and forth poured the lava of rage and malice, from the mouths of my adversaries! They had hoped to have gotten rid of me, without hearing “a tale of other times;” but, being disappointed, and finding that my justification of the course I contemplated contained their condemnation, their wrath was displayed to the uttermost. And as Mr. W. the leader of the opposition—“the PRINCIPAL man in the investigation of this matter,” as he was called by his colleague, could not get at me directly, he made use of the Consistory of the Church of Greenwich, a majority of whom were completely under his control, as his instruments, in the injury he intended by his “book.”

Taking it, therefore, for granted, that Mr. W. is my *adversary*, and that he hath written the *Reply*, I shall proceed to examine the *book* itself, and to show how far its statements are to be relied on as true. This, I am aware, is of more consequence than the question, Who wrote the book? or whether it was done by friend or foe.

It would have been desirable, in this examination, to notice the objectionable parts of the “*Reply*” in their order. But the Classis of New-York having made some of them the subjects of judicial investigation, I shall, in the first instance, give an account of their proceedings in relation to the controversy, and afterward attend to matters of minor importance.

Previous to the publication of the “*Reply*,” the Classis had made none of the facts, alleged in my Sermon, the subject of investigation. All the measures they adopted were of a peaceful nature, and designed to arrest judicial process.

At their regular meeting, in October 1818, Classis "*Resolved*, That the Rev. Dr. Milledoller, James M. Matthews, and Selah S. Woodhull, with the Elders Michael Schoonmaker and John Nitchie, be a Committee to confer with the Rev. Mr. Rowan, and the Consistory, and great Consistory, and such other individuals as they may think proper, *with the view of effecting a reconciliation*.

This Committee reported, and their Report was accepted, and is as follows, viz.

The Committee appointed to confer with the Rev. Mr. Rowan, and the Consistory and great Consistory of the Church of Greenwich, on the points at issue between them, and to attempt a compromise, respectfully report :

That they have endeavoured, with all faithfulness, and zeal, and perseverance; with all persuasions, and arguments, and entreaties, and prayers, to effect the object of their appointment :

That they have requested, and been favoured with, the very valuable aid of Dr. Peter Wilson, for whose kind assistance they feel very grateful :

That, after conference and prayer with the Consistory and great Consistory, for several hours, a proposition was made by such Consistories, of which the following is a copy, viz.

The Consistory and great Consistory agree, that if the Rev. Mr. Rowan will acknowledge that he has, by his Sermon of the afternoon of the 9th of August last, wronged and improperly treated the present Consistory, and their predecessors, and make that acknowledgmer from the pulpit, and to the public; and will hereafter leave Consistory to determine as to their abilities and duty, in relation to any extra compensation he is to receive; and, on his part, use every reasonable effort to heal the breach now existing in the Congregation, in relation to him, we will again reinstate him into our affections, and withdraw our application, for his dismissal, from the Rev. Classis.

By Order,

A. LABAGH, Chairman.

Greenwich, (New-York) 22d October.

(Agreed to unanimously.)

After receiving this proposition, your Committee had a long conference with the Rev. Mr. Rowan, who, on his part, disagreed to the said proposition, and made the following offers, viz.

1. The Rev. Mr. Rowan will agree to leave to the decision of the Committee, or of arbitrators mutually chosen, the question as to the alleged wrong and improper treatment of the Consistory and their predecessors, in his Sermon ; pledging himself to abide by such decision.

2. Mr. Rowan requires, that the Committee shall be authorized to report to Classis a resolution, to be put on the Minutes of the Consistory, which shall be adopted by them, and by which they shall remove any insinuations which may exist against his moral character, in the minutes of the 1st of September.

3. Mr. Rowan agrees,

1. That \$2000 be assessed annually on the pews ; the Consistory and great Consistory shall pledge themselves, as individuals, to purchase pews, as heretofore ; and when they are sold under such assessment, Mr. Rowan agrees to accept as salary the amount of such sales, it being understood that the salary, so received, be not more than \$2000, and that the Consistory shall have all more moneys which they obtain.

Or, 2. Mr. Rowan will accept of \$1150 as salary, if the Consistory will agree to his receipt of such moneys as the Congregation may present to him.

Or, 3. That all the expenses be assessed on the pews annually, and the pews sold under such assessment ; Mr. Rowan shall receive \$1150 as salary ; and on the subscriptions obtained (while there is such an assessment, &c.) the Consistory shall receive all they can get over the sum of \$850 annually ; Mr. Rowan, however, to receive that sum from such subscriptions in addition to the \$1150.

Mr. Rowan agrees to do all in his power “to heal the breach now existing in the Congregation, and to reinstate into his affections” the individuals of the Consistory and great Consistory, as proposed by the Consistory.

To these propositions, after another conference with your Committee, the following answer was given, viz.

The Consistory and great Consistory, having maturely considered each of the within propositions, and each individual being called upon, they were all unanimously disagreed to, except the first, which was disagreed to by all except one member.

Your Committee then again conferred with the Rev. Mr. Rowan, who stated that he adhered to his disagreement to the proposition of the Consistory and great Consistory.

It only remains for your Committee to add, and they do it with indescribable regret, that they deem all further attempts at a compromise to be wholly hopeless.

By order of the Committee,

PH. MILLEDOLLER, *Chairman.*

October 23, 1818.

Having thus failed to effect a compromise, Classis, at the same meeting, appointed another Committee “to *inquire* into the state of facts on the subjects of difference between the Rev. Stephen N. Rowan and his Consistory, and endeavour to bring the parties to an amicable adjustment on these several subjects;” and, “*Resolved*, That said parties be *enjoined* to lay before the Committee such documents and statements as may be necessary for a satisfactory investigation.”

This Committee being unable, in consequence of the declaration of Consistory, that they deemed it their “duty to decline any further negotiation on the subject,” to make the investigation required, referred the whole matter back again to Classis. By the time the report of this Committee was made to Classis, the “Reply” was published, and the controversy had assumed a much more serious aspect.

This “Reply,” as it, in an official form, contained charges which deeply affected my moral character, I felt it my duty to lay before my ecclesiastical guardians. It was referred “to a committee, appointed to examine the documents laid upon the table of Classis, and to report the points at issue between the Rev. S. N. Rowan and his Consistory.”

This Committee, at a meeting of the Classis, held at New-York, November 24th, 1818, “ presented their Report, which was accepted, and is as follows :

The Committee, to whom were referred the papers laid before Classis by the Rev. S. N. Rowan and the Consistory of Greenwich, and who were directed to state to Classis the points at issue between the parties, beg leave to report :

That, in his Sermon, preached August 9th, 1818, and since published, Mr. Rowan charges his Consistory,

1. With the violation of a pledge given to *him* and the *congregation*, that whatever additional sum should be given by the congregation for raising *his salary* above \$1500, in the year 1816, should be given to him to the extent of \$2500. See pp. 20, 22, 23, 24.

2. With unkindness, cruelty, and injustice, in their vote refusing to add \$350 to his original salary of \$1150, for the year ending October, 1818. pp. 28—35.

That in the Reply to said Sermon, now published by order of Consistory, they charge Mr. Rowan,

1. With declarations and insinuations evidently calculated to make on the mind of the Congregation and the public erroneous and false impressions ; and tending to traduce the present and former Consistories of their Church, in the eyes of sister Churches and the world ; and to bring the moral character of those who have served in Consistory, both as men and professing Christians, into public disrepute. p. 4.

2. With making fiscal and other statements, which are unfounded and untrue ; among which are the following : (See p. 4.)

Page 11, 12. “ The ordinary hearers were a mere handful, here and there one, scattered over this space which we now occupy.”

Page 14. “ And you have been receiving, for several years, an average income of about \$2500.”

Page 21. “ That I should receive it (\$350 extra salary) was in several honourable cases the condition of its subscription.”

Page 24. “ Therefore was a part of the money which that pledge covered withheld.”

Page 27. "They uniformly took my receipt for it, (the extra salary) on account of salary."

3. With not stating so much of the whole truth, in relation to the debt of the Church, as to enable his hearers and readers to understand the subject fairly. p. 9.

4. With diverting so much of the income of the Church into another channel, that the receipts of subscription, by the Consistory, for the years 1814-15, sunk, in consequence thereof, an average of about \$463 46. p. 18.

5. With a breach of his promise, given early in 1808, that he would discontinue the practice of reading his Sermons within one year. pp. 23-37.

6. With neglect of family visitation. pp. 24-38.

7. With frequent delivery of party politics from the pulpit. pp. 24-41.

8. With appearing to show a virulent opposition to the praying part of his congregation, and charging them with slandering and backbiting. p. 39.

Mr. Rowan also appeals from a decision of Consistory, in which they determined not to send up to Classis a memorial on his behalf, when thereto requested by the memorialists.

GERARDUS A. KUYPERS, Chairman.

Classis then "*Resolved*, That the parties be called upon to suggest any other points of collision, which may not have been noticed by the Committee; whereupon Mr. Rowan presented the following:

"The Rev. Mr. Rowan stated, that, in addition to the points reported by the Committee, he wished an investigation of the following assertions contained in the "Reply" to his Sermon, *which he DENIES, viz.*

1. That Mr. Rowan had appeared before the public without *any offer* to Consistory to examine the points in controversy, before the public knew the contents of the Sermon. (Advertisement.)

2. That about the year 1807, there were upwards of ninety families, who *usually* came to the Church of Greenwich. p. 8.

3. That the Committee had recourse to *all persons* that could probably throw light on the subject “of several persons having subscribed on certain conditions.” p. 17.

4. That “Mr. Rowan *contended*, that the pledge, whatever additional sum may be given by the Congregation for the above purpose, meant to embrace the whole income of the Church.” p. 32.

5. That “the motion to give him \$350, in addition to his stipulated salary, was made and *pressed*, while Consistory were uninformed what would *probably* be the state of the funds for the year.” p. 35.

6. That “after the motion was *so persisted* in and *lost*, it was proposed to leave the subject still open, till it could be ascertained what might be in the power of Consistory to do on the subject.” p. 35.

7. That Mr. Rowan stated, that “if his salary was not permanently raised, he would not receive an additional compensation.” p. 35.

The Consistory, in an official communication to the Classis, November 26, 1818, stated “that Consistory have not, at present, any other points in controversy between the Rev. S. N. Rowan and Consistory to lay before them.”

The points at issue being thus fairly tabled, the Classis and myself were ready to proceed to their investigation; when the Consistory requested the Classis “to assign some other day, not less than *two* weeks hence, for said investigation.” Their request was granted. Classis gave them nearly *three* weeks; and after a further adjournment for another week, at the request of the counsellors on both sides, on the 21st of December, 1818, “THE PARTIES DECLARED THEMSELVES READY TO PROCEED TO AN INVESTIGATION OF THE POINTS AT ISSUE.”

The parties accordingly proceeded; and the Classis, after adjourning from time to time, and hearing all the evidence adduced on the several charges, came to their decision on the 5th day of February, 1819.

I had first intended to give, in this place, the proceedings of the Classis of New-York entire, including the whole testimony of

the different witnesses, taken under oath, and certified by their own signatures. But as the Classis *may*, hereafter, feel it their duty to publish their Minutes, relating not only to this controversy, but to the subject of my present pastoral relation, I determined not to interfere with them FOR THE PRESENT. Besides, should the Consistory, by another report IN PART, render the investigation of other facts necessary, it will be advisable to give all the classical Minutes in a connected form.

In the mean time, I shall content myself with a *summary* of the evidence adduced in the case, as made to the Classis by myself, on the 4th and 5th days of February, 1819, in the following

SPEECH.

Mr. President, and Gentlemen of this Ecclesiastical Court,

I STAND before you to-day under peculiar, and to myself, at least, interesting circumstances. Hitherto, I have appeared among you as an *equal*—mingled with you in your counsels—and, so far as ecclesiastical standing was concerned, have been treated with equal respect. Now, I am excluded from your deliberations, and appear before your bar under the most odious imputations. About twelve years ago, and in this place—a place, which, from that very circumstance, I always visit with pleasing associations—I was commissioned to preach the unsearchable riches of Christ: and here, if the malice of men can effect it, I must lay down that commission which I then received.

I need not tell you what your own sensibilities will have already anticipated: that I feel my situation to be unpleasant; not so much because I *fear* the result, as because others, who ought to be equally deserving of your confidence, are implicated with me; and because, in endeavouring to justify myself, I am securing their condemnation.

This situation, however, I have the consolation of knowing, I have not sought—it has been forced upon me!

When, on the 4th of last August, the Consistory of the Church of Greenwich, *without assigning any reason*, deprived me of part of my usual salary, I felt like one who was forsaken by the brethren, who ought to have cherished him; like one who had no friend upon earth; like one who saw the necessity of, and felt a

confidence in, casting himself upon the care of his heavenly Father. I thought that if Aaron and Hur, those who on my right and on my left were bound to strengthen my hands and encourage my heart, deserted me, I need look to none others in the Congregation for support, while fighting the battles of the Lord. The providence of God seemed thus distinctly to apprise me, that my work in that part of the vineyard was done; and that I must elsewhere seek employment from the great Vinedresser. I accordingly announced my *then* intention of leaving my present charge, and looking out for another. This step, however, was attended with difficulties. The first question which occurred to my mind was, "What will the Christian community say?" and I imagined I heard such remarks as these: "You tell us you resigned, in general terms, because your support was inadequate; but a small salary is better than none! Nay, there must be some reason which you have not yet disclosed!" And, as suspicion is rich in invention, causes would no doubt have been assigned, most injurious to my ministerial character and prospects. I therefore felt bound to inform *my Congregation*, at least, of the causes of such an unusual procedure. I accordingly stated, *in a Sermon*, the facts which governed my conduct; some of which have been the subjects of your investigation. With *the preaching* of that Sermon, I was perfectly contented; and I did not then dream of giving my reasons more extensive publicity. Even this, however, has been censured, on the one hand, by those who were interested in concealing the facts, and on the other by those who are ignorant of all the galling—the mortifying circumstances which led to their developement.

My ministerial brethren, who have kind and affectionate Consistories—Consistories who do all in their power to make them comfortable, and thus provoke them to love and good works—cannot, I know, realize circumstances to justify the course I pursued. But let such suspend their censure, till with large and needy families, surrounded by those who are seeking occasions of offence; having Consistories furnished with ample means to make them comfortable; with hundreds in their treasury; refusing to give them what they have earned; what they have expected; what was solemnly promised and pledged—let them wait, I say, till, all these facts existing, they are driven to the borders of

poverty and despair! and then let them say, whether it would not have been more than human to have acted with more deliberation—with greater propriety than myself!

And if these very circumstances, as they actually existed in my own case, justify, in my own estimation, the *preaching* of my Sermon, still more aggravating circumstances justify the *publication* of that Sermon. It was not enough to be deceived into the services of nearly a year, under the promise and expectation of support; and when those services were rendered, to have those promises violated, and those expectations blasted: but to all this must be added the charge of *falsehood*; of *deliberately*, in the *house of God*, and with *a perfect knowledge of the facts*, telling what was *not true*. The only alternative left—the only mode of self-defence—was publishing what I had said, that the world might see whether it was so very, very dreadful as had been represented.

I then pledged myself for the truth of all I had said; and it is for the purpose of substantiating it, that I now appear before this tribunal. The *truth* of what I said has *been disputed, before the public, in an official form*, in a pamphlet now on your table. It is an easy thing to dispute any declaration. There is not an individual present, who does not say twenty things in the course of a day, which, if I were so uncivil as to dispute, he might not find very difficult to prove! This affectation of censorship would put an end to all confidence; and, if persisted in, would either seal the lips of mankind in silence, or proclaim them to the universe as liars! In this view, I hope you will realize the unreasonableness of the task imposed upon me; not, Sir, by this court; you have done your duty, and I have submitted to your authority; but by those who perhaps did not view the ground upon which my declarations, or their own denial of them, rested!

Unreasonable, however, as has been my task, I have endeavoured to perform it; and the manner in which I have acquitted myself, in your opinion, will be declared by your decision, as founded on the testimony before you. I have been put upon the *proof* of two propositions, which were, to my own mind, self-evident; and which you, considering the standing I had among you, would have been obliged to credit, had they not been denied, viz.

1. That the Consistory of the Church of Greenwich have viola-

ted a pledge, given to me and my Congregation, in the year 1816, that whatever additional sum should be given by the Congregation, for raising my salary above \$1500, should be given to me to the extent of \$2500. And

2. With unkindness, cruelty, and injustice, in their vote refusing to add \$350 to my original salary of \$1150, for the year ending October 1st, 1818.

I. On the first point I have shown to you, on the evidence of their own records, vol. I. pp. 284—285, that the Consistory did, in consequence of my written application to them for an increase of salary, above \$1500, adopt a Minute in the following words:

“JULY 20, 1816.

The Committee to whom was referred the communication from Mr. Rowan, reported as follows, viz.

The Committee to whom was referred the written application of the Rev. S. N. Rowan, for an increase of salary, report, That they have taken the subject into serious consideration; that, from a due examination of their receipts and expenditures, a statement of which is hereunto annexed, it appears, that if Consistory should allow Mr. Rowan \$1500 this year, as they have done for several years past, there will be a deficiency of \$81. Your Committee are therefore of opinion, that, unless some additional means are afforded by the Congregation, it will not be in the power of Consistory, however desirable, to increase his compensation. That, from the consideration of *Mr. Rowan's usefulness—whose preaching we believe has been blessed, and a disposition in Consistory to comply with his request*, your Committee would respectfully recommend to Consistory, that they make a serious call upon the Congregation, for the purpose of affording additional means to increase Mr. Rowan's compensation; and that Consistory pledge themselves, that whatever additional sum may be given by the Congregation, for the above purpose, shall be given to Mr. Rowan, to the extent of \$2500. Your Committee would further recommend, that the Congregation be requested to meet in the Church, on Monday, the 22d day of July, at 7 o'clock in the evening, for the purpose of laying before them the said application of Mr. Rowan, together with the proceedings of Consistory thereon, in order that the Congregation may be induced, by a liberal subscription, to enable the Consistory to increase his compensation; and that public notice of said meeting be given next Sabbath, both morning and afternoon.

Which report was adopted

*Estimate of the probable Receipts and Expenditures of the Church,
from 1st January, 1816, to 1st January, 1817.*

| | | | |
|--------------------------|--------|-----------------------------|--------|
| Rents of pews - - - | \$1000 | Mr. Rowan's salary, if paid | |
| Amount of subscriptions | | as last year - - - | \$1500 |
| that may be received - | 600 | Clerk's salary - - - | 50 |
| Collections by Deacons - | 180 | Sexton's salary - - - | 50 |
| | <hr/> | Interest on Mr. Brincker- | |
| | \$1780 | hoff's bond - - - | 25 |
| | <hr/> | Painting the Church - | 150 |
| | | Contingent account - | 50 |
| | | Candles and firewood - | 36 |
| | | | <hr/> |
| | | | 1861 |
| | | | 1780 |
| | | | <hr/> |
| | | Making a deficiency of | \$ 81 |
| | | | <hr/> |

That part of this Minute, which contains the pledge, "was not," Mr. David Robertson, (then a member and clerk of Consistory) testifies, "at first in the Report of the Committee;" but was "inserted on my suggestion, that, without such a clause, some persons might again decline subscribing, as they had before" done; and that said clause was accordingly "inserted by him in the Report, by order of the Consistory."

It will here be proper to inform the Classis, that, in consequence of former refusals to increase my salary, several persons had announced their determination never again to subscribe to the Consistory; but to give their subscriptions to me, in addition to what was allowed me by my Call. This gave umbrage to the Consistory. Accordingly, when they manifested a willingness to increase my salary, and were actually taking measures to effect that object, I felt bound to use all my influence to induce gentlemen, who would not otherwise have done it, to give their money to the Consistory. This they, at first, positively refused to do. But when I assured them that the Consistory were heartily engaged in the desirable object of increasing my compensation; and that it would gratify me, personally, if they would give their money to the Consistory, they agreed to do it. That they might be assured, not only from my declaration, but by an official act, that the Consistory would faithfully apply these moneys to the object they had in view. I told the Consistory that some persons

might refuse to subscribe, if they did not insert some such assurance in the Minute which they intended to make known to the Congregation. This they did most cheerfully, for the purpose of encouraging contributions, and with a view to prevent all misunderstanding. This clause, thus cordially inserted, and pledging them to go to an extent far beyond my expectations, the Consistory took measures to make known to the Congregation, previously to their asking for any money for the ensuing year. They called a meeting in the Church, on Monday evening, July 22d, 1816, two days after the adoption of the pledge; but the weather proving unfavourable, and the numbers fewer than they expected, the Consistory, in their zeal to accomplish the object they appeared to have so much at heart, requested the Rev. Dr. Romeyn (in my absence) to preach for them the following Sabbath morning; when my communication, and their act upon it, was read to the whole Congregation; and a request made, that persons would come forward, and subscribe liberally under the pledge which was given, that their moneys should go to my support to the extent of \$2500.

From that time the means of Consistory began to increase; and on making up the accounts for the year, the amount received from subscriptions, pew-rents, collections, and the vault and pall, including a small balance from the previous year, was \$2541 77½. Out of this sum, the former and present treasurer have paid, as contingencies of the year 1816-17, about \$320, and I have received \$1950, leaving a balance, which I claim under the pledge, of \$270.

Different opinions have been given by different witnesses, as to their understanding of the pledge: but those differences do not, in the least, affect the validity of my claim.

Dr. Romeyn testifies, as his decided understanding, received from a member of the then Consistory, that all the money subscribed was to be given to me in addition to \$1500, and up to \$2500. Alderman Torrey, the same. Mr. Alexander Phoenix, another unimpeachable and intelligent witness, testified, that his understanding of the pledge was the same, deducting \$81, which the Consistory said they fell short of \$1500.

This, I confess, never was my own understanding of the pledge. It was elicited by the counsellors of the Consistory; but proves one

thing, which, in this investigation, is to me of considerable importance, that the Consistory had then no idea of the interpretation of the pledge, which they have since adopted; and that they must have taken particular pains to make the impression, that they viewed their own pledge as a solemn act, binding them to go as far as possible towards \$2500 for my salary. Upon what other principle can we account for the impression which such intelligent men as Dr. Romeyn, Alderman Torrey, and Mr. Phoenix, testify that they received from the conversation and the acts of the Consistory themselves? and what adds consequence to their impression is, that, the amount due under the pledge, as things turned out, would have been nearly the same as with my understanding of it; \$791, the sum received on subscription, added to \$1500, or to \$1500 minus \$81, would make the gross amount which I claim.

This understanding of the pledge, however, is not one of the grounds upon which I rest my proof of its violation.

My own understanding of the pledge has invariably been this: that it bound the Consistory to give me, as my salary, all the moneys they received, from every source of revenue, to the extent of \$2500, deducting the ordinary and contingent expenses of the Church. That if their income amounted—say to \$3000—and their expenses only to \$200, I was to receive \$2500; and the remaining \$300 was their own, for whatever church purposes they saw fit. That if their income was only \$2000, and their contingent expenses were \$500, I was entitled only to \$1500. That if their income increased beyond that sum, my income would be proportionably increased; and that, as their actual income was \$2541 $77\frac{1}{3}$, and their actual expenses were only about \$320, I was entitled to the remaining balance of \$2215 or 20; and had I known, (what I did not know till the Treasurer sent for me to receive the balance, \$165 14, he had in his hands, on the salary of the succeeding year) the Consistory never would have got my receipt in full for \$1950.

I have been thus particular in stating my own views of the pledge, that you may understand one of my principal reasons for making the statement I did make, in my Sermon on this subject. How far this opinion will influence you in making your decision, is not for me to say. But that it ought to have considerable

weight with you, I think, is evident from the *testimony* by which it is corroborated. It is before you, in undisputed evidence, that this was the understanding of the Consistory, at the time they gave the pledge, and that they acted upon this understanding in redeeming it; so far as they did redeem it.

Mr. John Cowan, and Mr. David Robertson, two of the Consistory which gave the pledge, have told you that "all the moneys received by the Consistory, from every source, was to form one common fund, of which I was to receive the amount up to \$2500, deducting the contingent expenses." This was their honest, their decided meaning, so far as *they* were concerned in the pledge. They have told you, moreover, that they firmly believed this to have been the impression of all the other members of the Consistory: Mr. Robertson says, that "he heard no other opinion expressed by *any* of the Consistory," while he remained in the Consistory, after the pledge was given; which was from July until January, a period of six months. And Mr. Cowan, who continued in the Consistory, tells you, that "he never heard any different opinion expressed, by any member of the Consistory, until after the year had expired." Here is testimony which you are bound to credit: men, who understood themselves, telling you that this was the principle upon which they acted in giving their pledge, and upon which their associates also acted,—for they did hear them express the same opinions, and never heard any other until sixteen months afterward!

Nor are they alone. Mr. Burrill, and Mr. Timothy Whittemore, who attended both the meetings in the Church, at which the Consistory took pains to explain to the Congregation their views, have told you that they subscribed under the pledge, with the impression that I was to receive all the income of the Church, up to \$2500, deducting contingencies; and Mr. Burrill says, "he increased his subscription in consequence of the pledge, and that he would not otherwise have subscribed any thing"—the increase of the minister's salary having always been with him a favourite object, and an object towards which he, with others, has always liberally contributed.

2. That this understanding is the correct one, appears *further*, from the fact that the Consistory acted upon it in paying me what I received above \$1500.

It is before you in evidence, (Mr. Cowan) that “after I had received, in 1817, \$1500, I requested to receive more money, and was answered in Consistory that they would not have any more than sufficient to pay the contingent expenses of the Church; that I, and some of the Consistory, made different estimates of such expenses, and varied in sentiment as to what were contingencies; that the Consistory and myself always appeared to act on the principle, that *all* contingent expenses were to be paid, but all the remainder given to me; that when I gave my receipt for \$1950, Mr. Labagh stated in Consistory, that there would not be enough left to pay the contingent expenses of that year; and that this statement did not prove to be correct.”

This testimony is in itself correct; but some little connecting circumstances of the history, which Mr. Cowan has forgotten or omitted, will place the facts in a stronger light. I had received, before the month of October, about \$1500. I intimated to some members of the Consistory, that I wanted more, under the pledge; and was told, as the result of an *informal* meeting of the Consistory, that they had agreed to give me \$100 more *for the present*; and that the *Treasurer was instructed* to that effect. I accordingly called upon him; and, on paying it, he wrote a receipt for it *in full* for my salary for the year. I told him I should not sign that receipt. He then wrote another, varying in form, but the same in principle: I refused to sign that also. He inquired my reason. I gave him (what was, to my mind, the best of all reasons) the declaration that *I meant to have more*;—more having been collected, and more being covered by the pledge. He then took a receipt, which I wrote myself, *on account*. Not knowing whether the Treasurer, of his *own motion*, or by instructions from the Consistory, required a receipt *in full* for \$1600, I immediately called a meeting of the Consistory, stated what had occurred between the Treasurer and myself, as the reason for the extra call; told them, if they had authorized this procedure, it was time we understood one another as to what I was to receive under the pledge; and that I expected considerably more. I was told there *was no more in hand*, and that if I got any more there would not be sufficient to pay the

expenses of the Church! I replied, "that is impossible. So much you have actually received from such a source; so much from such a source: making, in all, upwards of \$2500. You have paid me but \$1600; your expenses cannot have been more than \$300; there *must* be 5 or \$600 somewhere." I shall not *now* state *where* that money was; nor how I discovered where it was. I shall not *now* express an opinion whether it is probable I never should have known where the money was but for my own perseverance. The fact was as I stated. There was more money than I had received, or than *Consistory* had ordered to be paid to other persons; and it was at last forthcoming.

This, Sir, was the time when Mr. Abraham Labagh and myself made different calculations of the amount of receipts and contingent expenditures. We differed, for instance, about the bill for painting the Church; he contending, that it was a contingency;—I admitting that it was a contingency, but of *the previous year*, when there was no pledge; when the Consistory told the Congregation that they *meant* to pay it; and when they *could* have paid it, if they had not paid Mr. Gilbert's bond—a bond which they were under no obligations to pay. We differed about \$200, loaned from Mr. Bogert; he contending that they had a right to pay it;—I conceding the *right* to pay it, provided separate means were devised; the money having been *borrowed subsequently to the giving* of the pledge; the loan not being needed, or thought of, at the time of giving the pledge, and therefore not to be paid out of moneys which were previously appropriated by a most solemn act to distinct and *specific purposes*. How far this reasoning influenced the Consistory, and how far it coincided with their own views at the time, you may judge from the fact, that Bogert's note was not paid, and that I received \$350 more than the \$1600, for which the Treasurer wished me to give a receipt in full. On the receipt of this \$350, I gave a *receipt in full*; in consequence of the declaration of Mr. Labagh, and my own belief, at the time, in his declaration, that he "*did not believe there would be enough left to pay the contingent expenses of the Church.*" All this proves that they acted upon the principle of giving me the balance, after the contingencies were paid;

and that they intended to reserve no more than sufficient for that purpose.

3. That this was their own understanding, is further proved from the *estimate* they made to the Congregation, at the time they gave the pledge; which *estimate*, Mr. Burrill has testified, "is the same as was read to the congregation at their meeting for the increase of my salary."

Now, what does this estimate say? It speaks this language: "here are our receipts; here are our expenditures. Our expenditures are—Mr. Rowan's salary, sexton's and clerk's salary, interest on Mr. Brinckerhoff's bond, and other *contingencies*. We propose to raise Mr. Rowan's salary; the contingencies will hereafter be much the same—give us more money, and these are the objects to which it shall be appropriated." The *two only* items on the side of expenditure, are my salary and the other ordinary and current expenses of the Church. These were to be paid—the rest was to go to me to the extent of \$2500. It was impossible that they could have meant any thing else. For, Sir, I wish you to remember, that when they gave that pledge, all the money they owed in the world, which they might be called upon to pay, was \$361. Mr. Gilbert's money was borrowed upon the express condition, that the income of the vaults was to pay it. They owed nothing that any body had a right to demand, but Mr. Brinckerhoff's bond of \$361. And did they *contemplate the payment* of this bond? No, Sir; they knew that Mr. B. was a moneyed man, and that he only wanted his interest. Accordingly, that *interest*, and not the principal, is all that is included in the *estimate*. The amount of principal gave them no uneasiness then; it gives them none now. In this view of the state of their finances, can you be made to believe, that, in giving that pledge, they made a *mental reservation* for other debts not included in the estimate? What, Sir, make provision for debts not contracted, and which were then not even thought of! It is absurd; and the very supposition is an imputation upon their honesty. They owed, when they gave the pledge, \$361, that they have not yet paid. They did not contemplate the payment of any thing but its *interest* at that time, as appears from the *estimate*; and if they did not reserve enough, under their pledge, to pay money they *actually* owed.

had they a right to contract other debts, and to pay *them* out of moneys which, previous to their contraction, were pledged for other purposes? They had no right to touch it. It was not theirs. It was mine, to the extent of \$2500; or, if they expended it, they are bound to make it good from other resources. The original stipulation of my Consistory was, to pay me \$1150; and will their contracting of other debts release them from the obligation of paying this? The case is not at all altered by the fact, that this pledge is not endorsed on my call. It is an act of the Consistory, in their *incorporated* capacity; and if my call was burnt, their pledge covers it; and the amount could be recovered in any court of conscience—in any court of law!

I shall hereafter have occasion to notice this *estimate* again. I have at present alluded to it, to show that the Consistory, at the time they gave the pledge, had no other use for money than to pay the *contingent expenses of the Church* and *my salary*; and, of course, that they meant to reserve the contingencies, and to give me the balance, to the extent of \$2500.

So much for my own understanding of the pledge, and the understanding of the Consistory and others, at the time it was given, and the time it was partially redeemed.

Let us now take up the pledge, and consider its literal import. In other words, let the pledge speak for itself.

This report, it seems, was made in consequence of a *written application*, on my part *for an increase of salary*. It then goes on to give a statement of the receipts and expenditures of the Church for that year, from which it appeared, that unless some “additional means” to those included in the statement were afforded by the Congregation, it would not be in the power of Consistory to increase my compensation. It then “recommends a serious call upon the Congregation:” and for what purpose? (Here, Sir, is the turning point of our controversy in relation to the pledge.)—For what purpose? Not merely for the purpose of increasing their subscription; but *for the purpose of affording additional means to increase Mr. Rowan’s compensation*. Here let us pause, before we proceed to the pledge, to inquire what means the Consis-

tory already had? Look at the estimate page 19. They said they had \$1780; and that this was sufficient to pay me \$1500, minus \$81. Whence were *those means* derived? The estimate states, that they were indiscriminately derived from *pew-rents, subscriptions, and deacons' collections*. Neither of these sources of revenue, separately, were sufficient to make \$1500, minus \$81, or \$1419; the sum which they said they already had to give. They, therefore, resorted indiscriminately to *pew-rents, subscriptions, and deacons' collections*, to make up the amount. It was, therefore, *an addition to all those means*, which the Consistory contemplated by the call of the Congregation.

The *means* to which they contemplated an addition, being defined by themselves, let us look at the pledge: "And Consistory pledge themselves, that whatever additional sum may be given by the Congregation, for the *above purpose*, shall be given to Mr. Rowan, to the extent of \$2500." What is the purpose specified *above*? The purpose of affording *additional means*! What were their *means*? Their estimate says, they were *pew-rents, subscriptions, and deacons' collections*; consequently it was the *addition to those means*, given by the Congregation, which Consistory intended to *pledge*! The vault and pall, Consistory tell you in their book, were not included in that estimate, because they were not that year sources of revenue to the Church, being pledged for the payment of Mr. Gilbert's bond.

The important question now is, what *addition* was actually made to the *means* of Consistory, after, and in consequence of that pledge? As the incipient measure for effecting that addition, the Consistory called a meeting of the Congregation in the Church, and opened *subscription-books*: and that year the *subscriptions* actually received, amounted to about \$800; or, as the Consistory themselves state, to \$163 91 more than were received the previous year.

The addition to the *pew-rents*, according to the showing of the Consistory themselves, in their book, p. 11, was \$220 43. The addition to the *deacons' collections* was \$72 92; and the *addition* to the revenue of the Church, from the vault and pall, in consequence of the payment of Mr. Gilbert's bond

was \$100 50, making an *addition*, in all, to the amount of \$557 76; and that *addition* made the fund for the redemption of the pledge larger than I myself anticipated, in consequence of the contingencies, for that year, being unusually small. In former years, the contingency *for interest* had been very considerable; but by the reduction of their debt to \$361, their interest, contemplated to be paid when the pledge was given, was only \$25; and the other expenses were much the same. And thus was there left, after the payment of all the contingencies of that year, upwards of \$2200, which was applicable to the payment of my salary, agreeably to the literal import of the pledge; their *means* being pew-rents, subscriptions, collections, and vaults; and an addition having been made to those means, *respectively*, of nearly \$600. And who, Sir, furnished those *additional means*? It is necessary to ascertain *this*, before we can tell whether the pledge covered them! The pledge only bound the Consistory to give me "the *additional* sum given by the *Congregation*, for the purpose of affording additional means." Now, whence did they derive their additional means? Did the Consistory *borrow* any money in the year 1817? Not one dollar! Did any individual or incorporation make them any extra donation? Not a single dollar! Did the Consistory themselves, in their consistorial capacity, devise, or afford, any additional revenue apart from the sources already named? Not a single dollar. The *addition* was, according to the terms of the pledge given by the *Congregation*: the *Congregation* furnished the pew-rents; the *Congregation* furnished the subscriptions; the *Congregation* furnished every thing. *If this were not the case*, then there might be a show of plausibility in the interpretation made in the book of Consistory, (p. 29) that the increase of subscription alone was pledged.

If the *Congregation* furnished none of the means of Consistory but the *subscription*, and the *pew-rents* and *collections* were furnished by others; or, if the pews were free, and the Consistory had no source of revenue but *subscriptions*, then it would be obvious that they meant to pledge nothing but their *subscriptions*: or, even if the Consistory had never appropriated any thing but *subscriptions* to the payment of the salary,

and the pew-rents, &c. had been devoted exclusively, or separately, to other purposes, *then* might it be said, that the pew-rents were reserved for other purposes, and that the *subscriptions only* were pledged.

But, Sir, the Consistory, in their *estimate*, plainly show you, that their pew-rents were their principal dependence for the payment of the salary. That source of revenue was the largest, and by themselves considered the surest. It is also before you, on the evidence of Messrs. Cowan, Robertson, and Burrill, and the Treasurer's books, that they always put the pew-rents and subscriptions into one common fund, for the common purposes of the Church, the principal of which was the payment of the salary;—as then the *Congregation* furnished the *pew-rents*, as well as the *subscriptions*; and as these, and other sources of revenue, had been indiscriminately appropriated to the payment of the salary, these sources were indiscriminately pledged to go as far as the contingencies would allow towards paying me \$2500. Will any man in his senses believe, that the *Congregation* of Greenwich would furnish 12 or \$1400 pew-rent, for the payment of about \$300 contingencies; and only 6 or \$700 towards the minister's salary? For what possible purpose could the *Consistory ask*, or the *Congregation give* 12 or \$1400 on their pews, but for the payment of the salary?

Nor is it saying any thing in favour of the novel interpretation of the Consistory, that these *means* were not furnished by the *Congregation*, at the time they were convened by the Consistory, and the pledge was read to them. For, Sir, the *pledge* was not predicated upon the call of the *Congregation*; but the call of the *Congregation* was predicated upon the pledge. Hence you see the order in which these respective measures are placed in the report of the Committee; first the pledge, and then the calling of the *Congregation* together for the purpose of reading it to them, and inviting them to co-operate with the Consistory in giving it a liberal redemption.

Nor was the subscription, then taken up, an *extra one*: if it had been, then you might suppose that the Consistory meant to pledge nothing but that. It was the ordinary subscription of the Consistory—a subscription which was circulated after the term of the former subscription had expired. towards the

payment of the minister's salary. But, on this occasion, they took *a new method* of raising it: instead of going about from house to house, they called the people together in the Church, that they might all, and at once, hear what they had to say; and in hopes that the people would subscribe more liberally in the presence of each other than they would if they were alone. The plan was a good one—the motive was a good one; and that the Consistory were obliged, ultimately, to resort to the old method of going from house to house, in order to complete the subscription, was not their fault; it was owing to the example and influence of one or two men, who had always been opposed (not to the increase of their own salaries, but) to the increase of mine;—and who, on hearing what the Consistory were going to do, took at once to their hats and their heels, and were followed by many others, who, having since continued to follow their belwether through bogs and over fences, have, at last, come as so many sheep to the slaughter.

This, I repeat, was *the ordinary subscription*. It has been testified by all the witnesses, who have been asked the question, that there was but one subscription during that year. The old subscription had run out; and they then took the measure I have stated to renew and enlarge it. They could not, then, have received any thing on the pews. The pews were then let until the first of the following June. Their subscription kept them along during the winter; and then their pew-rents began to come in in June, and to supply for the year all the deficiencies of the subscription. They were received at different times; but they were equally pledged, being sources of revenue to the Church, and alike furnished by the Congregation.

The interpretation, therefore, that the pledge bound the Consistory to give me only the *increase of subscription* is absurd. It bound them to give the *increase of all the means* furnished by the *Congregation*; and not merely the *increase*, but all up to the point where the increase commenced, and to the extent of \$2500, if their income and their contingent expenses warranted it. Of the other interpretation I never heard, until the book of Consistory appeared; when it is said to have been battered out of congressional brains, two years after the pledge

was given ; and for the discovery of which the author certainly deserves a patent ! It is an interpretation of which neither he nor the Consistory dreamed, up to the time when the pledge was partially redeemed, else he would have communicated it to them, and I should have heard of it ; else I had not received even \$1950 ! For who will believe that my Consistory could be guilty of works of *supererogation* in the matter of salary ! No, Sir ; my Consistory are no Catholics ! They are *Protestants*, and *reformed Protestants* too, against every thing that looks like furnishing their pastor a liberal support ; even after *additional* means have been furnished them by the *Congregation*, and in violation of the terms of their own voluntary pledge.

This, however, you will not, and ought not take for granted. Having, then, ascertained the literal and obvious import of the pledge, it is incumbent upon me to show that it was violated, or that it was not redeemed.

The question here is, did they give me all the means they received under the pledge, deducting the contingent expenses of the Church for that year ? In other words, were \$1950, which I did receive, the balance, after paying those contingencies ? If they were, I ask, where did Consistory get the \$165 14, which were in the treasury after the payment of contingencies and \$1950 ?

That this sum was there is proved to you by books of their own treasurer, where it is the last entry on the debtor side, being paid to me on the salary of the succeeding year.

How came this sum in the treasury, if I had received all the income of the Church towards the \$2500, deducting the contingencies ? My salary was not a contingency at all ; much less was my salary, of the *succeeding* year, a contingency of the *previous* one ! and yet I received upwards of \$100 on the salary of the succeeding year, after all the contingencies of the preceding had been provided for !

Some confusion seems to have arisen in the minds of the members of this court, in consequence of the *salary* year and the *treasury* year ending at different periods : and from hence it would seem that some had inferred that money was receivable after the 1st of October, and up to January, which

ought to go towards the salary of the following year, and which was not therefore pledged to the previous year. Under these circumstances, it may possibly be supposed, were the \$165 collected. I shall, therefore, explain this matter, and show that this could not be the case. My salary is payable, in full, on the first day of October: the treasurer's accounts are not settled until the 2d Monday of January; but this makes no difference in the receipts of the year, nor any confusion as to the particular account to which the receipts are to be placed:—the reason is, there are no receipts into the treasury *after* October, and up to January; the deacons' collections, and vault, for the intermediate space, only excepted. The *subscriptions* which have been taken up at Greenwich, were payable on the 1st days of February and August. The first moneys received, or receivable, into the treasury, after the annual settlement of the accounts in January, is the half year's subscription, due on the first of the following February. On the 1st of the succeeding June the pews are let, the money payable sometimes within one month, more generally on demand. Accordingly, some pay at the time; and for the remainder the collector immediately calls upon the pew-holders, and before the end of the month the whole of the money is usually paid into the Treasury. On the 1st day of August the second payment is due on the subscription. So that before the 1st day of October all the revenue of the Church for the year has been received—at all events is payable; excepting the deacons' collections and what may be received from the vault and pall, from October to January. As all the money is receivable by the 1st of October, and as the salary year then ends, it may be asked why are not the Treasurer's books settled up at the same time? The reason given by the Consistory is this:—Every Consistory ought to settle their own accounts; and as the new Consistory is annually chosen on the second Monday of January, they have fixed upon that day for the settlement of their accounts; that at the next regular meeting the new Consistory may, on the reading of the minutes, see exactly how the accounts stand; and that every thing is settled up for them to the time of their entering on their offices. The arrangement is a good one, and makes neither difference in the amount of receipts, nor confusion in the settlement

of the accounts. The difference of the periods arose from the circumstance of my settlement in the month of *October*: and if from that circumstance they had altered the time of closing their annual accounts, they would be obliged, for the same reason, to alter it to the time of the settlement of all their future ministers, which would be absurd, as the time of closing the accounts was fixed to correspond with the time for the election of officers. That this \$165 therefore was actually payable before the month of *October* is obvious, from the fact that the last money received by the collector is due on the 1st day of *August*! And it is further obvious from the fact that such sum could not, in any ordinary case, be received from *October* to *January*. The principal sources of revenue are by the month of *October* exhausted; and all that remains is the ordinary collection of the *Deacons*. The annual amount of their collections is about \$250; the quarter therefore from *October* to *January* could, *at the most*, furnish only \$62; and when it is considered that the most liberal collections are in the summer season, when the congregation is the largest, the proportion that falls to the last quarter of the *Treasurer's* year would be scarcely forty dollars. The additional amount from the vault cannot be at all calculated, as the number of interments is altogether uncertain. As the Consistory then had borrowed no money during the year 1817; as they had that year no other sources of revenue than the ordinary ones; as the whole of the revenue derivable from those sources was due on the 1st day of *August*, and no doubt all collected before the 1st of *October*; as the Consistory, (even upon their own scheme of pledging only the subscriptions, cannot show that this \$165 was not subscription money) it, as well as the \$1950, ought to have been paid to me under the pledge—it ought not to have been palmed upon me, on account of the salary of the succeeding year:—and if the Consistory did not really know that they had so much over after the payment of their contingencies, they ought, on ascertaining it, to have said, “We have made a mistake, we told you, when you gave a receipt in full for \$1950, that we would not have enough left to pay the contingencies, but on examining more minutely our receipts and expenditures, we find \$165 more; we will give up that receipt, and do you draw a new one embracing this additional sum, and then our pledge is, for this year at least, so far redeemed.”

But, Sir, this is not the only sum which was taken off the salary of 1817, and appropriated to purposes distinct from contingencies of that year. The Consistory paid \$166 out of moneys received under the pledge, for painting the Church, a debt contracted before the pledge was given. How, you may ask, does this appear?

1st. From the "estimate" of the Consistory, read to the Congregation at the time the pledge was given; in that estimate, among the expenditures of the then current year, the Consistory put down and reserved \$150 for the "painting of the Church." The painting of the Church cost \$16 more. The work had been done before the making of the estimate, but the bill had not been received; therefore did the estimate and the fact differ.

2d. Mr. Cowan has testified, "that the painting of the Church was paid for out of the moneys received during the year ending October, 1817; that the bill for painting the Church was a contingency of 1816; and that said bill could have been paid in 1816, with all the other expenses of that year, had not Consistory paid a bond to William W. Gilbert, amounting to about \$459;" and Mr. Robertson testified, "that the amount of the painter's bill was a contingency of 1816, and not at all belonging to the contingencies of 1817."

Further. From the minutes of Consistory of August 13, 1816, it appears that a special collection was ordered for defraying the expenses of painting and cleaning the Church; which from the Treasurer's Journal of September 27, 1816, it appears amounted to \$41 08. It also is in proof before you, that another extra collection was taken up in December of the same year, for defraying the contingent expenses; and that the next entry in the Journal, under date of January 21, is \$70 12½. Thus the Consistory themselves told the Congregation, in August, 1816, that they had \$150 for the payment of the painting of the Church—that their payment of that bill, and others, would create a deficiency of \$81 on a calculation of giving me \$1500. They took up two collections in the Church for the specific purpose of paying this bill during that year; and yet they did not pay it that year, nor out of moneys appropriated to that purpose by the Congregation during that year:—but took the money so given by the

Congregation to pay the bond of Mr. Gilbert; and the following year took the money given by the Congregation *under the pledge* for the payment of my salary, and other contingencies of 1817, to pay a contingency of 1816, which, during that year they had furnished the Consistory the means to pay!

Verily, Sir, this was a *contagious* expense!* In ordinary cases a winter's frost will purify the air, and arrest the progress of disease. But here was a malady, for the removal of which two *specific* remedies, (two extra collections) had been applied—many a wintry blast too had blown through our aisles; and yet the painter's brush had spread such contagion over the seats of the Consistory, that they could not pay the painter's bill without the Catholicon—the money raised under the pledge in 1817!!

These two sums, the \$165 which were in the Treasury at the close of the year 1817, and which I have receipted on the salary of 1818; and the \$166 paid to Mr. Fosdick for painting the Church, make the amount, which, (deducting from it \$60 42, contingencies, left unpaid at the close of that year,) leaves a balance of \$270, which I contend was pledged to me; which the Consistory, after their solemn pledge, had no right to withhold from me; which the Congregation gave them for the salary and the contingencies of that year, and not for the contingencies of 1816, or the salary of 1818. They believed, and they had a right to believe, that the contingencies generally, and especially the painting of 1816, was already paid; for they contributed towards the payment of it; and the Consistory told them in their estimate that they meant to pay it, and that they had enough to pay it with; and in relation to the salary of 1818, they had already subscribed for the purpose of paying it, when a part of what they had given for 1817 was reserved for the expenses of the preceding, and the following years!

They had enough to pay the expenses of those years respectively, without this unwarrantable transfer.

You are not to judge of their ability to pay the painter's bill, and their other expenses of 1816, from the estimate read to the Congregation. They there say, that their probable receipts

* In allusion to a blunder of one of my peers, a Layman, who, in asking the witnesses about the contingencies, uniformly used the expression *contagious expenses*

would be \$1730; their actual receipts were \$2172 73! The footing of the account for 1816, as I showed you among the first items of evidence I gave you, is \$2372 73—from which deduct \$200 borrowed from Mr. Bogert, towards the payment of the bond, and the balance of actual income was \$2172. That estimate was obviously incorrect as to the amount of receipts. The Consistory have in their book acknowledged that it was incorrect, (by saying, that my statements had made it *more incorrect*;) so that in your calculations of the actual increase of *means* furnished the Consistory by the *Congregation*, you are not to take the \$1780 of the estimate for your basis; but the \$2172 actual receipts recorded in the Treasurer's books; and then, on ascertaining the actual amount of contingencies for 1817, you will easily ascertain that the balance which I claim was fairly pledged to me; and that until that balance is paid that pledge cannot be considered as redeemed in any court of conscience, or in any court of law.

II. *Charge.* This Classis have put me upon the proof of the charge of “unkindness, cruelty, and injustice, in the vote of Consistory, refusing to add \$350 to my original salary of \$1150, for the year ending October 1818.”

On this point I shall not occupy your attention so long.

I shall first direct your attention to the proofs of the *injustice* of that vote, separate from its *unkindness* and *cruelty*.

1st. That it was unjust is evident from the consideration, that it was a violation of the condition exacted from them by the *Congregation*, when that sum was originally added to my salary.

Mr. Ebenezer Burrill, and Mr. Divie Bethune, have testified, that, in the year 1810, a meeting of the *Congregation* was called by the Consistory; that, at the meeting, the Consistory exhibited a statement of their funds—“with some reserve, however,” as Mr. Bethune expressed it—that the meeting adjourned to a future occasion, “for the purpose of receiving a fuller statement;” and that then, or soon after, he subscribed, with the understanding that my salary “was to be increased to \$1500.” Mr. Burrill testifies, that “the sense of the meeting of the *Congregation*” (no doubt obtained by a formal vote) “was, that my salary should be increased; that subscriptions had been refused before this, and were afterward obtained with the understanding

that the Consistory would make an addition of \$350, per annum, to my salary."

The history of that business, according to the best of my recollection, is briefly this : I had, as early as June 1809, applied to Consistory for an increase of my salary ; \$1150 having been found, even with my then small family, inadequate to my support. Several liberal and wealthy persons in the Congregation were anxious for the desirable increase. When, in 1810, the Consistory set on foot their subscription, those persons refused to subscribe unless the salary was increased. Finding that their subscription flagged, the Consistory convened the Congregation, in hopes that, by a representation of their *poverty*, the people would be induced to subscribe. But even this would not do. The Congregation considered the representation of the Consistory to have been made (says Mr. Bethune) "with some reserve." They, therefore, refused to subscribe, till they understood the state of the funds better. At the next meeting, they found, on a full expose, that the Consistory were not *quite so poor* as had been represented ; that they were, in fact, able (consistently with the gradual reduction of their then debt) with what they had, and what they could obtain for that purpose, to increase my salary to \$1500. They accordingly told the Consistory, we will subscribe, on the condition that such increase is made. The Consistory agreed so to do ; and subscriptions were obtained, as both these witnesses have testified, on that express *understanding or condition*. This explains to me (what I never knew before this investigation commenced) the reason why they, *that year*, when I had not applied for it, gave me an increased salary, and why that increase was the specific sum of \$350. They then had a considerable debt on their hands ; they were unwilling, under those circumstances, to increase the salary ; and the reason why they did it was, that the people would not otherwise have subscribed at all ; and it was better to give \$350, and *have something over*, than to give nothing and have nothing. "From the year 1810, Mr. Burrill testifies, it has been the constant impression, that I was to receive \$1500 ;" and under that impression have the people continued to subscribe and to purchase their pews. What other impression could they possibly have ? "Consistory never told the Congregation (as Mr. Burrill testifies) that I was

not to receive \$1500;" they never intimated to them, that they meant to diminish my salary; but, leaving them under the impression they had long received, went on, as usual, to ask them for subscriptions and pew-rents! That this was the impression of two-thirds of the present pew-holders, and a majority of the members, they have certified in their memorial, now on your table. They tell you, that they "believed that the addition to the stipulated salary of their pastor, of at least \$350, which had been made by the Consistory for several years, would have been continued during the present year:" and that they "were disappointed and grieved," when they heard that the Consistory had refused to give it. These memorialists, as appears from lists of pew-holders and subscribers, have furnished, on the two items of pew-rents and subscription list, \$1290 of the income of the last year; and when it is considered, that they are the most wealthy and the most liberal part of the Congregation, and that they are the largest contributors in the Church to the deacons' collections, it may be fairly inferred, that they have furnished very little less than the whole \$1500!

Now, I ask, was it just; nay, was it not unjust, to receive money from that part of the Congregation, who, when they gave it, believed it was going towards my \$1500; and yet apply it to purposes foreign from the intention of the donors? What less than a breach of the trust reposed in them, do you call it, for that Consistory to receive money *for me*, which they refused to give me? If I give you \$50 for the American Bible Society, and you refuse, after consenting to fulfil my trust, to give the money to that society, are you not faithless to me, base towards yourself, and unjust to the God to whom my money had been devoted? You may answer this question in its application to the vote of my Consistory of the 4th of August. Yes, Sir, If they had been obliged to run in debt for other purposes, they ought sacredly to have appropriated the moneys, which were in good faith given for my support.

2d. That this vote in relation to the \$350 was *unjust*, appears also from the fact, that, by the receipts which they took for that sum, they conceded the principle that my salary was \$1500.

Copies of those receipts follow.

“Received, New-York, 4th and 12th December, 1811, from P. H. Wendover, Treasurer, one hundred and fifty dollars, being balance of additional salary allowed me by Consistory of Greenwich Church, for the year ending 30th September last, and in full of *salary* till that date.

(Signed)

“S. N. ROWAN.”

“Received, New-York, 1st December, 1812, from P. H. Wendover, Treasurer, seventeen $1\frac{1}{6}$ dollars, being balance of my *salary*, and *extra salary*, for the year ending with the 30th September last.

(Signed)

“S. N. ROWAN.”

“Received, New-York, 21st and 23d October, 1813, from P. H. Wendover, Treasurer, three hundred and twenty-five dollars, balance of *salary* and *extra salary*, for the year ending with the 30th September last.

(Signed)

“S. N. ROWAN.”

“Received, New-York, November 17th, 1814, of Mr. Abraham Labagh, ninety dollars; also, December 9th, 1814, one hundred dollars; also, December 15, 1814, fifty dollars; and, December 30th, 1814, one hundred dollars; making, in all, three hundred and forty dollars, on account of my *salary*.

(Signed)

“S. N. ROWAN.”

This receipt included moneys, in full, for 1814, and in advance for 1815.

“Received, New-York, October 20th, 1815, from William W. Gilbert, Treasurer of the R. D. Church at Greenwich, ninety-one dollars and twenty-five cents, on account of my *salary*, which sum, with former payments, making fifteen hundred dollars, is in full for the last year, ending the 1st inst.

(Signed)

“S. N. ROWAN.”

“Received, October 7th, 1816, from William W. Gilbert, one hundred and sixty-seven dollars, in full, for my *salary* due 1st October, 1816.

(Signed)

“S. N. ROWAN.”

Some of those receipts, since 1810, have the word *extra* before the word *salary*: and what does *extra salary* mean but *additional salary*?—but a *salary* larger than *common*—larger than was formerly paid? Does the word *extra*, as a prefix to any thing, alter its quality? If I purchase in the market, or receive as a present

a turkey weighing 20 pounds. I call it an extra turkey : but does my putting the word *extra* before it alter the quality of the fowl, or convert the turkey into a goose ? No, Sir, it is a *turkey* still ; the only difference is, that it eats better, because it is *extra* ; just as I prefer the word *extra* before *salary*, to the word *small* before *salary*. Salary remains salary, if you place before it all the epithets in the English language.

But, Sir, several of these receipts have not the word *extra* in them at all. The fact is that \$1500 had become my salary by the usage of 7 years ; and the Consistory, and Congregation, and myself, were in the habit of so considering it. I could have showed you, had I deemed it of any importance, that I had often received more than \$1150 previous to the annual vote of Consistory to give me the additional \$350. The late Treasurer in particular, never waited for that vote, to advance me money above \$1150, and towards \$1500 : nor would the present Treasurer, if he had not received counter orders. The vote was passed rather as a matter of form, and as a shield from after censure to the Treasurer, for paying money for which there was (until the pledge was given) no written obligation.

And in that very vote they conceded the principle that all I received was *salary*. For they did not say, Resolved, that Mr. Rowan receive a *donation*, or Resolved, that a present be made to Mr. R. of \$350. But Resolved, that he receive \$350 in addition to his *salary*. For proof of this, *I have referred you to the minutes of Consistory*. And hence the receipts of several years *after* I had received \$1150, are of the same tenor that they were *before it*, viz. on *account of salary*, and in *full for salary*, without the *extra* prefix ! To those *receipts* and those annual resolutions of the Consistory, I have referred you, to show that the Consistory have by their own official acts, for several years in succession, admitted the principle that my salary was \$1500 ; and consequently that it was *unjust* to withhold it from me last year, when they were as able to pay it as in any one of the years in which they have paid it, if they had not been unnecessarily and wantonly extravagant in the article of contingencies.

3d. That said resolution was an act of injustice, I prove further from the fact, that the pledge given to me and the Congregation in 1816 was a permanent one : and therefore the Consistory were

as much bound to pay me during 1818 all their receipts, contingencies excepted, as they were during 1817.

My communication to the Consistory in 1816, which drew forth the pledge, was an application not for a temporary, but a permanent increase of salary. No man who reads it, can for a moment suppose that I dreamed of an increase for only one year. I had had enough to do with salaries of only one year old. I had had my sensibilities sufficiently hurt at the annual vote for \$350, when some member of Consistory, as much perhaps for the purpose of hurting my feelings as any thing else, almost uniformly opposed it. I therefore wished the thing to be placed on a permanent footing, one which would be honourable to the Consistory, grateful to my own feelings, and satisfactory to that portion of the Congregation, at least, who furnished more than two-thirds of my support. With this view my communication was written, and in this view it was received and acted upon by the Consistory. Mr. David Robertson, then a member of the Consistory, testifies, "that Mr. Rowan's application was for a permanent increase of salary, and that he believes the Consistory so understood it at the time." This testimony is uncontradicted. The Consistory all knew, and had always known, that I wanted my salary permanently increased; and, in this understanding of my communication, they proceeded to take measures for that increase; and gave their solemn pledge that they would so increase it, to the extent of \$2500, provided the Congregation afforded them the means. Let their own act speak for itself. They there tell you, that my written application was "for an increase of salary;" and there is not a syllable which indicates that their pledge was but for one year. The increase was to be in proportion to the means afforded; and as long as they were afforded. Viewing, then, as they did, my application *for an increase of salary*, would they not have taken pains, if they did not mean that their increase should be *permanent*, to have answered my communication to that effect? I had made just such applications before, when some of the very same men were in the Consistory, and they then uniformly answered me in words to this effect: We cannot, at present, make any increase to the *permanent salary*. But, on this occasion, they entered into my views, and took measures to effect the desirable increase. If they did not so mean, would they have so said, and

so have acted? Dr. Romeyn, who read the pledge to the Congregation, testifies, “that he understood the arrangement as to the increase of my salary was to be permanent, otherwise he would not have attended on the Lord’s day; and that no intimation was given *by him*, or to his knowledge, that the arrangement was not to be permanent.” Thus their agent and their instrument exactly correspond.

The instrument being in its nature and obligations permanent, it is saying nothing to invalidate my claim, that the Consistory did, on the 23d of December, 1817, pass a resolution rescinding said pledge. They had no right to rescind it; no resolution of theirs, against my consent, and without the knowledge and consent of the Congregation, could rescind it! What, Sir, can one party violate a covenant, and a *written* covenant too, whenever he pleases? Can a person, who has made a bargain or agreement with another, come to him, at his pleasure, and say, Sir, I don’t like the agreement: I don’t mean to comply with it? And if he does, is the agreement therefore annulled? has the other contracting party no legal remedy? If not, there is an end of all commerce; of all honest dealing among men.

But, Sir, there were three parties in this pledge business: the *Consistory*, who gave it; the *Congregation*, who were to enable them to comply with it; and *myself*, who was to receive the avails of it. The Consistory proposed the terms of this covenant; the Congregation and myself approved of them; and we all solemnly ratified it: the Congregation by giving, the Consistory by paying, and I by receiving money under the pledge; and not until all the parties concerned consent to it, can this covenant be abrogated. But have any but the consistorial party given such consent. *I* never did. *The Congregation* never did. Mr. Cowan, indeed, has told you, that I “withdrew my protest; and that when I did so, he considered me as consenting to the act” of Consistory. But, Sir, I am in the habit of *considering* for myself. I never did consider the withdrawal of my protest to their rescinding act, as consenting to their act. *I never did consent to it*; and, therefore, nothing can be considered as my consent.

Their Resolution of December 23d, 1817. is as follows.

“*Resolved*, That the words on the Minutes of Consistory, held July 20th, 1816, viz. ‘and that Consistory pledge themselves that whatever sum may be given by the Congregation, for the above purpose, shall be given to Mr. Rowan, to the extent of \$2500,’ be, and hereby is repealed.”

The Protest which I offered, and which was actually on the records of Consistory, from that meeting until the next, was as follows :

“To show all, whom it may now or hereafter concern, that I do not, either as a member of this Consistory, or as an individual, consent to rescind the pledge given by this Consistory, on their Minutes of July 20, 1816 ; I do solemnly protest against the preceding resolution, for the following reasons :

“1st. Because said pledge was of a general nature, being designed to cover moneys receivable from ordinary sources ; and was given in consequence of an application from myself to the Consistory, not for a temporary but a permanent increase of my salary.

“2d. Because subscriptions have been taken up, *without an order of this Consistory*, for this year ; the subscribers understanding that said pledge was still in full force ; so that to withhold the money so subscribed, would be a breach of the trust reposed in the Consistory by the subscribers, and a breach of promise to me.

“On these grounds, the undersigned solemnly protests against the foregoing resolution.

(Signed)

“STEPHEN N. ROWAN.”

Greenwich, December 23d, 1817.

This protest, Sir, on the reading of the Minutes of the next meeting, I withdrew for the sake of peace at the time ; and thinking that the Consistory would, on reflection, review their act, and still redeem their pledge.

That withdrawal, however, is no proof of *my consent* to rescind the pledge. Is it necessary for one contracting party, on the declaration of another, that he does not mean to abide by his agreement, to give him a *written* paper, expressive of his dissent ? No, Sir, it is sufficient to prove his declaration of dissent, or even that the other party cannot prove his consent. Now, Sir, if the Consistory can prove that I did not, when they attempted to rescind their pledge, read to them a protest, expressive of my *dissent* ; or if they can prove that I ever gave my *consent* to their act, then may two of the parties be considered as agreeing to the revocation of the pledge.

But, Sir, even if they could prove *my consent*, it would not avail them in justification of their vote of the 4th of August last, until they can produce the consent of the *Congregation*. They were a third party in this contract, and the most important party of all, for they furnished the means to fulfil it, and their consent has never been asked. On the contrary, the Consistory did, without letting them know that they had disagreed to the pledge, and previous to their act of disagreement, go to that *Congregation* and ask them for money for my salary, for the year 1818. Hence you see the application of the second reason of my protest. The Consistory had, by the 23d of December, completed their subscription list for the following year. The people therefore subscribed *under the pledge*, whatever interpretation may be given of their act of December 23d ; and all the money received into the Treasury during the last year, on *subscription*, was received from persons who could not have known of the repeal ; for, at the time of subscribing the pledge was not repealed. Was this a time, Sir, to revoke their pledge, immediately after they had received the subscriptions of the *Congregation* to help them redeem it? What! get money, (or what is the same thing with honest men, obligations to pay money,) for a specific purpose, and then say, We will apply it to what purposes we please !

But, Sir, admitting for a moment, that the rescinding act of Consistory was valid, and that neither my consent, nor that of the *Congregation* was of any consequence, still that pledge was in force three months of the year 1817-18. The act of Consistory was not passed till December 23d, nearly three months after the 1st of October. So that, for one quarter at least, they were under obligations to give me more than at the rate of \$1150 per annum ! But, Sir, the repeal was not valid. The decided opinion of my two legal counsellors, Griffin and Wells, expressed to me, in answer to an inquiry as to the legal obligation of the pledge was, that the Consistory could not revoke it without my consent. It was that counsel, who at the commencement of this investigation called for the reading of the act of the Consistory of December 23d, 1817. They considered this a necessary part of the evidence against the Consistory, and in my favour on both the points they had to prove. But the opinions of others will not govern this court. The pledge makes its appeal to your own

judgment:—it contracts not merely for *temporary relief* from a small salary, but for a permanent increase to that salary; and having been given by the Consistory in *an incorporated capacity*, they had no more right to revoke it without my consent than they have to say, “We will not pay the obligations of your call;” nor has their rescinding act any more force than a resolution refusing to comply with the stipulations in the call.

It binds them still to pay me all they receive to the extent of \$2500, deducting such ordinary and necessary expenses as are specified in the estimate read by them to the Congregation at the time the pledge was given.

2d. To show you that that resolution was *unkind and cruel*, I state,

1. That the Consistory had, for the seven previous years given me \$1500. They gave it in 1811, when I had but four children, when those children were small, and consequently when my expenses were comparatively small to what they are at present.

2d. That the Consistory had given *me* no intimations until that vote that they did not mean to give me \$350, at least, more than the stipulation of the call. On the contrary, John Ritchie, who is now in his grave, and Isaac Herring, two members of the Consistory, stated, about the middle of last April, in reply to my direct question to the Consistory, do you or do you not intend to give me \$1500 this year? “Certainly we do, if it is in our power.” So Mr. Cowan testifies.

Now, Sir, if it was not their intention to give that sum, as their subsequent act pretty strongly proves, would it not have been *kind* to have told me so? Nay, was it not *unkind* to cherish an expectation, which perhaps led me to expenses I would otherwise have avoided, and which was thus *cruelly* blasted? Was it not *unkind* to keep me in their employment for 10 months of the year, calculating upon at least \$1500, and then to tell me that my calculations, which they themselves had warranted, were all fallacious; and that though they had *said* so, yet they would *do* no such thing? How would you consider such treatment in relation to yourselves?

3. Further, Sir, *I needed it*. The Consistory knew that I was embarrassed, and paying interest for money in consequence of the inadequate support of former years. They knew, as you also

know, from the testimony of Mr. Phoenix, that my family is large; that out of my salary I have to pay a rent of \$210, and consequently that the remaining \$940 are utterly inadequate to support my family; my children having increased in number, in size, in expense, for clothing, boarding, and education. It was therefore certainly unkind to withhold, under these circumstances, that support, which under domestic circumstances of a far less imposing nature, they formerly saw fit to give.

4. Moreover, they were *able* to pay the \$1500 if they had been so disposed. Their actual receipts into the Treasury have been \$2122 12½. Out of this sum I have received only \$984—the remaining \$1138 have all gone for contingencies! \$1138 for contingencies, and only \$984 for the Gospel! Did the people give their money to be laid out in these proportions, or rather in this vast disproportion? Nay, have they not told you that they furnished upwards of \$1300 of this gross sum with the distinct understanding that I was to receive to the extent of \$1500 at least? Have they not told you, that if Consistory had apprised them of their inability to pay such salary, they would have made up the deficiency? Could they not have dispensed for some time with some of the expenses they have voluntarily incurred? Yes, Sir, they could have dispensed, e. g. with the curb-stones round the Church lot, which cost them \$117. There are but few lots in our village, and those few, whose owners are among the wealthy, which are surrounded with curb-stones. But our poor Church, which could have done without them, at least till the Corporation ordered them, must ape all the expenses of those who could much better afford them. The truth is, that in relation to most of the debts lately contracted by the Consistory, they have acted upon the principle of an inexhaustible Treasury, or as if they were anxious to get the money out of the Treasury, lest there should be the shadow of pretence for the declaration that they were able to give me a support.

Would not a *kind* Consistory, would not a Consistory which did not mean to be *cruel*, have managed things differently? Would they not have said, Our expenses are indeed unusually large, but we must not therefore forget our obligations to our minister, nor the trust the people have reposed in us when they gave us their money. Let us dispense with this and the other expense till

another year ; or let us make an extra call upon the people for aid ; or let us borrow a little for the present ; and when our receipts are larger, and our expenses fewer, we shall be able to replace it.

So I think a *humane*, not to say a *Christian*, Consistory ought to have done, under all the circumstances of the case. We were then living in peace. They had, as yet, drunk none of the gall and wormwood of my Sermon, which has since made them so *bitter* : there was room for the exercise of all their social, their kind, their liberal, their Christian, affections ; and upon an object, whom, if not deserving of, at least needed them all ;—and, upon the worst of all suppositions, that they were *inimical* to him, they were the *professed* disciples of a Master, who had commanded them, “ If thine *enemy* hunger, feed him ; if he thirst, give him drink ; for, in so doing, thou shalt heap coals of fire on his head.”

And they had, in this case, no *temptation* to disobey, inasmuch as the means within their control, were not out of their own pockets. The members of Consistory furnished as little, if not less, than any other men of the same number in the Congregation, for the treasury ; they had, therefore, no *personal pecuniary* interests at stake ; and surely the Church would not have been involved beyond the possibility of redemption, by an act of justice, of kindness, and of Christian love to the extent of \$350!! But, Sir, they had other views ; views which have been partially developed during this investigation ; and which, if minutely examined, would spread additional blackness over this transaction. I am contented, for the present, to leave you to determine on the grounds already stated, whether I was far from the mark when I said (p. 28 of Sermon) “ This decision *I consider unkind, and cruel, and unjust.*”

I shall now proceed to the charges made against me by the Consistory ; and which, in the defence of my moral character, you have given me an opportunity to *disprove*.*

* Extract from the Minutes of the Classis, after I had closed the evidence on my two charges.

“ JANUARY 22, 1819.

“ Mr. Rowan presented the following request :

“ The undersigned respectfully requests of this Rev. Classis, that, in the present stage of the investigation, they would immediately grant him the privilege,

The first charge, in which the burden of proof rested upon me, is of moral turpitude of the blackest kind: a charge of falsehood in five particular instances.

Let me examine the grounds on which the ruling officers of a Christian Church would venture to publish such a serious charge to the world, against a minister of Christ: the result, I flatter myself, will prove, that they must have verily been hard pressed for matter, to be under the necessity of selecting from a pamphlet of 52 pages, which, it was said, was nearly all lies, the particulars which they did.

1. I had stated in my Sermon, (p. 11) that, "in 1810, the ordinary hearers were a mere *handful*, here and there one, scattered over the space which we then occupied."

In entering on this particular, I feel as I do in explaining the the 29th section of the Heidelbergh Catechism: that the bold confidence of adversaries has given me a most unreasonable task—to dispute a matter of sense. The comparative numbers of my ordinary hearers, in 1810, and 1818, like the doctrine of transubstantiation, is a controversy, not of reason against reason, but of downright impudence against the eyesight of every person who, at those respective periods, worshipped in the Church at Greenwich. Since, however, I had to prove what I said, and what every body knew and believed, I have attempted to show, not *literally*, that my hearers were a mere *handful*, (for Mr. W. himself is an *armful*) but that they were comparatively few in number!

In doing this I have produced your own records, from which it appears, that, in the reports made to the Classis, *by the delegates from the Church of Greenwich*, there were, in the year 1810, only 65 families, and the sum total of the Congregation only 230; and, in 1818, 100 families, and the number of the Congregation

for the sake of defending his moral character against the charges brought against it by the Consistory of the Reformed Dutch Church at Greenwich, to *disprove* all those charges in which the *onus probandi* must ultimately rest upon him.

"STEPHEN N. ROWAN."

"Whereupon, *Resolved*, That while this Classis may now justly pass judgment against the Consistory of Greenwich, *by default*, yet, before passing any sentence, this Classis will now proceed to receive all proper testimony which may yet be offered, by either the Rev. Mr. Rowan or the said Consistory, on the several points of the pending investigation."

600; making the increase of the Congregation 320. Those 280, you will remark, comprise all the members of the 65 families, men, women, and children. And we all know, that, in ordinary cases, not more than half, or two-thirds of a family, can find it convenient to attend divine service at one time. The number of pews in the Church at Greenwich is 102. When, therefore, you disperse 65 families among 102 pews, and when you consider that all the members of those families were not together in the Church, it must be evident that we had a very thin house. On this point I offered you parole testimony; and you pronounced it unnecessary. You have, however, Mr. Wm. L. Vandervoort's, in which he says, that he "considers the Congregation of Greenwich as having very considerably increased during Mr. Rowan's ministry."

2. The second item which the Consistory have pronounced not only *untrue*, but even *unfounded*, is, that I said they had "been receiving, for several years, an average income of about \$2500."

The ground on which I made that declaration was, the recollection, that the footing of the *annual* accounts was sometimes *over*, and generally about, \$2500, without any reference to the sources whence those sums were derived. With these *particulars* I never *charged* my memory; and I had not, at the time, the Treasurer's books before me. On the mere fact, then, of the *footing* of the accounts being about \$2500, I would be willing to rest the truth of my declaration; and this certainly ought to shield me from the charge of falsehood. But I have produced the Treasurer's books, from which it appears that the sum total of receipts, from 1808 down to 1818, including a small balance for part of the year 1807, is \$28602 62, which, divided by 10 years, leaves an average of \$2860 26.

I then gave you the average, on the receipts of five years; the number chosen by the Consistory in their "Reply." The gross amount of the receipts of those years was \$16934 28½: deduct from this \$2369 12, the amount of loans and extra collections, during that period; and the average is \$2913 03.

A question may arise whether the donations from the Church of New-York, and individuals in 1814, ought not also to be deducted from the gross amount received in 5 years: and, therefore,

whether the real average of income ought not to be considerably less than I have made it? I shall give you the reason why I think it ought not to be deducted, and you will judge of its relevancy. The Church of Greenwich has no *regular revenue* whatever: the whole of their receipts are derived from *voluntary* contributions; and, therefore, all reasoning upon the term *income* as applicable to stocks and real estate, will not apply to this case at all. The Church of Greenwich is, in this respect, situated differently from any other in this Classis. Other Consistories have sold their pews, and derived from them regular annual rent—a rent which the owner is obliged to pay, or involve his pew every year. The pews at Greenwich are let at auction, every year, to the highest bidder. On the last day of every May they cease to bring revenue; and if, on the 1st day of June, people refuse to purchase, that source of revenue is completely cut off; and it is altogether optional with the former pew-holders, or any other persons, whether they hire a pew or not. The subscriptions, and the deacons' collections and the vault, are precisely on the same footing; altogether voluntary contributions. So that the people can, at any time, by concerting together, keep the treasury completely empty. The Consistory, also, may do the same thing. The present state of the treasury is exactly in point: the Consistory have, now, no revenue whatever; their pew-money for the year is all collected and expended. They have set on foot no new subscription; and they have no money to receive, nor, under present circumstances, to expect; and, under these circumstances, a donation from the Church of New-York would be income, as much as a contribution from a hearer to the deacon's plate. It is, in my opinion, saying nothing that these donations were given for the specific purpose of paying a debt; for their salary is a debt; and, therefore, subscription to salary and a donation for debt are the same thing, since, for the payment of both, they rely upon *voluntary contributions*; and, in both cases, if the debt is not paid by money obtained for the specific purpose, it must be paid out of moneys derived from other sources; and if that money, which was given by the Church of New-York to pay a debt due to Mr. Gilbert, was not income, neither is that money income which A. B. gives for the payment of my salary. Both are voluntary; neither are under any obligations to give; as the man is

who buys a pew, subject to a specific annual rent; as the man who hires a dwelling; or as the Directors of Banks are bound to divide among stockholders the profits of their shares.

Let me state the case in another view. A minister sometimes receives perquisites in addition to his stipulated salary. Now what does he call them? *Income*, for a given year. But why call that *income* which is voluntary on the part of the donors? I cannot tell exactly why, but so it is, we all call it income; it *comes in*, and we are glad to get it!

Again, A lawyer has, for example, \$3000 annual income. But for one or two years he meets with uncommonly liberal clients, and he receives \$6000 per annum; will he, because it was unexpected, or more than common, refuse to call the additional \$3000 *income*; and exclude these items on an average of all his receipts? I trow not.—Thus the contributions of the Church of New-York, and of individuals, were voluntary. We respectfully asked for those contributions, as we ask for subscriptions and pew rents to pay the minister's salary. They were receipts or income of the year 1814. and ought not to be excluded from the average of the other four years. But even taking the *average* of the Consistory on their statement of the receipts, I have come near enough to save me from the imputation of falsehood. They have selected precisely that number of years, which makes the average the smallest; which was certainly wise, as it was to militate against my declaration! Their average on 5 years is \$2066. But take the average of 8 years, on their statement of the receipts, in which they have omitted many things which ought not to have been omitted; and it is \$2149. I am content it should be any sum above \$2000, and under \$3000. For I did not say the average was the specific sum of \$2500, but *about* \$2500.

3d. Another declaration of mine, on which Consistory ground the charge of falsehood, is this, "that I should receive it (\$350 in addition to the stipulation of the call) was in several honourable cases, the condition of its subscription." This is only part of a sentence; and as an abstract proposition, means something very different from what it does in its connexion. Every one knows what dreadful torture sentiments can endure, from this kind of surgical operation. I can in this way prove atheism from the Bible itself. Separate the words of the 1st ver. of the 14th Psalm.

and you may find connected together the horrible declaration, "there is no God." Put the parts again together, and you have a sentence worthy of the pen of Inspiration! "The *fool* hath said in *his heart*, 'There is no God.'"

The part of the sentence, from which this clause has been insulated, and which explains my meaning is, "and if the Consistory had refused to give it (\$350,) the subscribers would have done it; and consequently would have withheld their subscriptions from Consistory." The sentence thus connected does not state, nor was it my intention to state, that any subscriber had at the time of subscribing, made a *written* condition that I must receive \$1500 per annum. Such a condition would have been both arrogant and absurd, unless that individual guaranteed the payment of the whole sum.

The only construction that was intended, and the only one that can be fairly given is, that it was the wish and expectation of several of the subscribers that I should receive \$1500 as salary, and that if they had *understood* that I was to receive only \$1150, they would not have subscribed to the consistory, but have given their subscriptions to me in addition to the stipulation of my call.

In this view, it matters not *when* the condition was expressed; whether at the time of subscribing, or afterward. If a person subscribing under such impressions, should find out six months or one year afterward, that I was not to receive \$1500, he would have the right to say, "I have been deceived, I understood Mr. R's salary to be \$1500, I subscribed on this *understanding*, or condition if you please, and I will refuse to pay." Hence the propriety of the conduct of Mr. Vandervoort, referred to on the minutes of Consistory of August 1813. Hence the declaration of Mr. Hone, that if my salary had not been increased above the call, he should have said he had been deceived, and that he would never have subscribed again.

That this was the impression of many ever since the year 1810, is testified by Mr. Burrill and Mr. Vandervoort. And the testimony adduced in relation to a meeting of the Congregation in that year, proves to all intents and purposes, a condition exacted by the Congregation, and acceded to by the Consistory.

Besides, you have the testimony of *several* subscribers, to wit: Burrill, Vandervoort, and Hone, to the very point of the *condition*.

Mr. Burrill says that "in 1811,* he and several others increased their subscriptions with the express understanding, and upon the condition, that I was to receive \$1500." Mr. Vandervoort says, that "he refused in 1813 to pay a part of his subscription, because there was a demur about giving Mr. R. \$1500; and this his refusal was founded upon what he understood was a *condition* made at the time of subscribing." And Mr. John Hone testified that he understood it as a *condition* of his subscription in 1811, that Mr. R's salary should be increased, and would not have subscribed \$75 if he had not so understood it."

This verbal testimony illustrates the written condition of 1811, that I must *continue to be the minister*, or they would not pay their subscriptions. They meant, they say, not only that it should go to me, but that I should receive it on account of an increased salary, which increase then was \$350, and the amount subscribed in that way in 1811, is \$365: subscribed too in the exact meaning of the disputed clause in my Sermon, that *if I did not receive it*, the subscribers would withhold their subscriptions from Consistory. That little word *if* settles the meaning of the *condition* on which they subscribed; and the testimony you have that such was the condition, proves the truth of my declaration.

4. Another specification under this charge of falsehood is, the declaration, "therefore was a part of the money which that pledge covered withheld."

On this point I have only to remark, that if I shall have been fortunate enough to prove to your satisfaction, that upwards of \$200 more than I received was covered by the pledge, it not having been applied to contingencies; I shall have proved that this assertion was not false. If *any*, if a *single dollar* was withheld which was covered by the pledge—therefore "*a part*."

5. The last specification under this awful charge is contained in the clause—"they uniformly took my receipt for it (\$350.) on account of salary."

In addition to what I have already said on this subject, I need detain you no longer than to remark, you have *read* the receipts themselves.* They uniformly declare the \$350 to be a part of my *salary*. The very receipts the Consistory have published

* See page 39.

to disprove this, prove it beyond the possibility of contradiction, and that eye which could not have seen this must have been invincibly blind—

“ And none so blind as those who *will* not see.”

III. The third charge is not that of direct falsehood, as in the former case ; but something very like it. “ Not stating so much of the whole truth (in relation to the debt of the Church) as to enable my hearers and readers to understand the subject fairly.”

It is incumbent on me to show that I did speak the truth, and the whole truth. The clause in my Sermon, on which this charge is founded, is on the top of page 14, and is as follows :

“ The number of members and of ordinary hearers has greatly increased. Your debt, of more than \$5000, had, by the month of October, 1815, been reduced to \$361, besides paying the minister's salary, and all the contingent expenses of the congregation ; and you have been receiving, for several years, an average income of about \$2500.”

That the *Consistory* admit this to be true, appears from their Reply, p. 9.

“ It is indeed true that the debt had exceeded \$5000, and that, exclusive of the current expenses and interest, the debt of the Church, which, on the 15th of June, 1814, amounted to \$3975, was, by the month of October, 1815, reduced to \$361.”*

The reason which follows, and which was meant to show that it was incumbent on me to say more, is perfectly absurd. Push their reason to its consequences, and I affirm they have not told the whole truth. It was incumbent on them to show not only the amount of the donations they received for paying the debt, and the names of the donors ; but also of the agents who obtained it ; and then it would have appeared that I drafted the petition to the Church of New-York, which obtained their donation, and that I, in company with Mr. Gilbert, solicited the donations from individuals ; and that after all their talk about diligence and faithfulness, I

* The statement which follows in the Reply, that their debt had, “ by the 15th of December following increased to \$1297 30,” is like many others in said pamphlet, it *needs proof* ! The debt of the Church *was not* thus increased until two years afterward—by the erection of the lecture-room. The Consistory themselves in their estimate of 1816, state their interest to be paid at \$25 !

have been an instrument and an agent in the payment of their whole debt.

In the clause alluded to, I state the general fact, that in a given time the debt of the Church had been reduced to \$361 ; as in the preceding and following clauses, I gave a rapid statement of the increase of the hearers, and of the average income ; and why was it incumbent on me to give the *particulars* in one case more than in the other ? I was just as much bound, according to the profound reasoning of the author of the Reply, to give the names of all the persons who contributed to the increase of the hearers, or the items in the Treasurer's books, which made up the average income, as to state the particular sums by which the debt was paid.

IV. The fourth charge is, " diverting the income of the Church in 1814-15," p. 18 of the Reply.

The hand which gave the poison has, in this instance, kindly furnished the remedy.

On p. 25, of the Reply, is this concession :—

" It appears by the letters from the Rev. Mr. Rowan, that he was not the projector of this plan of a separate subscription ; and that he has heretofore refused to receive money raised in this way, lest it should appear that the congregation was divided into parties, but he states that he has now consented to receive it, ' whenever it is offered, whatever sum it may be, and from whatever persons it may come.' "

I wish no better justification of my conduct, in this instance, than the Consistory have made for me, in publishing the caption to the private subscription list ; and the admission contained in the long report, " which, the reader" of the Reply " is led to believe," is on the records of Consistory.

But, in this case, assurance is doubly sure. Mr. Vandervoort has testified, that I " had not any agency in the private subscription," further than to " receive the money" collected on it. But even this, in the opinion of the Consistory, was a sin. may I have many temptations to commit it.

But even if the Consistory had a right to interfere with the liberality of others, and I had originated the subscription, it would be impossible to ascertain the amount the subscribers gave to

them, as the Consistory have not produced their subscription papers for the years referred to. They were in existence when that long report was penned ; for it refers to them, as the ground of the calculation.

The next point on which you suffered me to give proof, is among the additional ones I requested you to investigate, and is,

1. "Appearing before the public," &c. (See list of charges, p. 13.) Mr. Blanch, one of the elders, has told you, "that he called upon me, with Mr. Cowan, for a copy of my Sermon, delivered on the 9th of August ; that I promised them a copy ; and, at the next meeting of the Consistory, he believes, I laid the discourse on their table." Mr. Cowan testified, "that he was on a committee to ask from Mr. Rowan a copy of his Sermon, delivered on the 9th of August ; that Mr. R., shortly after the Committee waited on him, and *before the sermon was printed*, laid on the table of Consistory his Sermon in *manuscript*, and declared his readiness to give them satisfaction *on any point* they might dispute."

2. The assertion, that we had, in 1807, upwards of ninety families is, I think, disposed of by your own record. In 1810, after the Congregation had been growing for three years, we had but 65 ; and it is incumbent on the Consistory to show what became of the remaining 25, if in the mean time we lost them.

3. The assertion, that "the Committee had recourse to *all* persons, who could possibly throw light on the condition of subscription, is disposed of by the testimony of Messrs. Burrill, Vandervoort, Bethune, and Hone. These persons did subscribe on condition, and, they testify, that no person has been near them to make a single inquiry on this subject.

4. The declaration on p. 32 of the *Reply*, that I had contended that the pledge meant to embrace the whole income of the Church, is disproved by Mr. Cowan. He testified, "that Mr. Rowan, in all his conversations about the *income* of the Church, *never claimed* any thing more than the balance remaining, after all contingent expenses should be paid."

So far from this, that I proposed to the Consistory a resolution in the following words : "Resolved, *i.e.* the opinion of this Consistory, that the *pledge*, given in relation to the moneys to be raised for our minister, was intended to cover all moneys receiv-

ed by the Consistory, *excepting* the contingent expenses of the Church, and interest due on moneys borrowed." This resolution, Mr. Abraham Labagh, then an elder, pronounced unnecessary, because that was the opinion of the Consistory. On this point, as well as others, I wished his testimony; but he refused to be a witness *for me*. Verily, the author of this *Reply* appears "prepared to say things almost without thinking!" If he had *thought more*, he would have *said less*.

5. The history of the vote on the \$350, in the 5th, 6th, and 7th additional particulars, is positively proved to be false by Mr. Cowan. He says, "the decision was urged by no person." I did not; he did not; and it is not very likely that the other members, who were opposed to it, would press it. Nor were they "uninformed what would *probably* be the state of the funds for the year," as you have seen from *their own minutes*, that at the time they passed that vote, they had before them an estimate of their revenue, under the signature of their own Treasurer!

6. There was, he says, *no proposition to leave the subject open*; on the contrary, he himself moved a *reconsideration* of the refusal to give \$350; and it was not even *seconded*. This did not look much like a wish to leave the *matter open*.

7. He testifies that I "did not state that unless Consistory would endorse \$350 upon my call, I would not receive it." How is it possible I should have said so? Our controversy was, not about endorsement on the call, but about the motion to give me \$350 for one year ending on the 1st of Oct. 1818! No, Sir, I should not have refused it, if I had had the chance to receive it. I would gladly receive it now—I need it enough. And they could have given it, had they not expended it in the payment of unnecessary debts, which they contracted after they had received their money from the Congregation for other purposes; and which, being so applied, was a breach of the trust reposed in them by the subscribers and pew-holders, as well as an act of injustice, unkindness, and cruelty towards me.

Thus, Sir, I have as *briefly* as possible summed up the evidence I have adduced; and placed it in the light in which I wish it to be viewed by this Reverend court. On the

1st Point. I have produced you the pledge as given by the Consistory.

I have stated my own understanding, and the understanding of the Consistory, of the pledge at *the time it was given*, and the time it was *partially redeemed*, as appears, 1st. from the *testimony* of Messrs. Cowan and Robertson, Burrill and Whittemore : 2d. from the estimate read to the Congregation, exhibiting the *interest* on Mr. B's bond, and the necessary contingencies of the Church, as the only items they had to pay separate from the salary.

I have directed your attention to the *literal import* of the pledge, and shown as well from the estimate, as from undisputed testimony, that the *pew rents*, the *subscriptions*, the *collections*, and the *vault and pail*, were indiscriminately and uniformly applied to the payment of my salary ;* that these were the *means* to which the Consistory wanted an addition, with a view to increase my salary ; and consequently, that it was the *addition of those means*, as furnished by the *congregation* which they intended to pledge, and did pledge. That the idea, that the increase on the subscription alone was pledged, is novel and absurd ; as the subscription of that year was the ordinary one to which the Consistory resorted as their first source of revenue : and that there was no other subscription during that year. That if the subscription *only* was meant to be pledged, so far as it was increased above that of the previous year, it was a measure calculated to deceive those into a subscription, who had declared they would not subscribe until an increase was made : because their subscription was necessary to bring up the amount to what it was the year before ; and then those who were inimical to an increase of salary could, by withholding, prevent an increase of subscription.

I have shown that the moneys received from the four ordinary sources, was upwards of \$500 more than was received the year before the pledge was given : that the amount of receipts into the treasury in 1816, was not correctly stated in the estimate, and that you must not therefore calculate the increase from that estimate, but from the Treasurer's books. That *the means* furnished by the *congregation*, were not all paid to me, there being at the close of the year, \$165 in the treasury which I have receipted, but which ought not to have been receipted on the salary of 1818 : and \$165 having been paid out of moneys collected under the pledge, though that debt was contracted before the pledge was given, and

* Excepting 1816, when the income from the Vault was applied to the reduction of Mr. G's bond.

though the Congregation furnished, during the year it was contracted, the means of cancelling it. That this \$165 14 was not collected during the year on which it was paid as salary, it having been paid on the day of the auditing of the accounts of the previous year, (viz.) Jan. 14th: that it could not have been collected even after October of the previous year, because all the moneys applicable to that year were collected before the close of August, excepting the quarterly deacons' collections, which could not have been more than \$50; and because the subscription of the following year was not collectable till February.

And that as to the \$166 for painting the Church, it was a contingency of 1816; means were that year furnished to pay it by the Congregation; the Consistory could have paid it, had they not paid Mr. Gilbert's bond, which they were not bound to pay at the time. And upon these grounds I rest my proof, that that pledge is still unredeemed to the amount of \$270. On the

2d Point—I have endeavoured to show the *injustice* of the Consistory in refusing \$350 more in 1818, from the following facts.

1st. That they originally gave it to me in consequence of a condition expressed or implied, required by the Congregation, and assented to by the Consistory, that \$350 PER ANNUM was to be added to my salary.

2. That the impression of the subscribers and pew-holders has since 1810 been, that my salary was \$1500; that even that salary was increased by the obligations of the pledge; and that the memorialists actually furnished nearly or quite enough to have paid me \$1500, under the wish and the impression that this sum at least would have been given me.

3. That the Consistory, by the receipts which they took for this sum, show that they had conceded the principle, and actually considered that my salary was \$1500.

4. That the pledge was permanent, and therefore that its provisions were as applicable to 1818 as to 1817. And

5. That even if the act of Consistory, of December 23, can be viewed as valid, *contrary* to my consent, still the pledge was in full force for three months of the year 1817-18, and that all the subscriptions of that year were taken up under the pledge.

I have endeavoured to show,

2. Why I considered said resolution unkind and cruel, viz. Because. 1st. Consistory had given me \$1500 for 7 years in suc-

cession. 2. Because they had given neither myself nor the Congregation any intimations that they meant to diminish my salary; while they continued to ask and receive contributions from the people, and under the impression that my salary would be as usual, and continued to receive my services, encouraging me to expect for them my usual reward. 3. Because I needed it exceedingly; my family being large, and my expenses being much more than \$1150; and finally, because they were able to pay it, if a regard to righteousness and economy had at all regulated their last year's expenses; and upon this showing, I rest the proof of their *injustice*, their *unkindness*, and their *cruelty* in refusing to give me in 1818, at least \$1500!

I shall not detain you by recapitulating the proof under the charges of Consistory. O that I had not been under the necessity of adducing such proofs as these against my Consistory—against my Christian brethren! I have not sought, I have endeavoured to avoid this painful scene. Two of the most heart-rending occurrences of my life, have been the publication of my Sermon of the 9th of August, and this investigation; and the only justifying and soothing circumstance is, that they were both in self-defence. Before the ordinary meeting of the Classis in October, I told the Consistory that if they could give me an honourable certificate of dismissal, I would unite with them in an application to Classis for its confirmation. But no, they had impeached my veracity, and could not, consistently with that impeachment, give me an honourable dismissal; and none other would I accept. After the Classis met, ye are yourselves witnesses, for it is on your record, that I offered to leave the points in controversy to arbitrators mutually chosen, and pledged myself to abide by their decision. This most reasonable proposition, with one honourable exception, was rejected by all the members of the Consistory and Great Consistory, then present. *They* were themselves the best judges both of their own rights and of mine!! and their adjudication of the cause at issue they published in their book. You then, Sir, as the guardian and umpire of both the parties, entered on the investigation of the facts so differently stated, with a view to ascertain the truth. I thank you for so doing. I have endeavoured to avoid all delay in this business, and thank you for your patience, exercised under the delay occasioned by others; and have only to regret so much precious time has been occupied by so worth-

less a matter; a matter, which, if there had been a disposition either to conciliate or join issue, might have long ago been adjusted.

The points upon which you have undertaken to decide are in themselves of comparatively little consequence. But they have *assumed* an importance which they never merited, from the connexion in which they stand on your record—they are *disputed* by the parties respectively. In this view the proof I have *adduced* involves all that is dear to *character*; all that has a genial or a blasting influence upon *usefulness*. On these points you will not blame me for feeling tenderly—"a good name is rather to be chosen than great riches." As to all that is substantial in *moral worth*, I have cherished my good name, as contributing to my usefulness in the Church of Christ; and as perhaps all the inheritance I could leave to my children. I have planted it, and watered it; and I fondly hoped it had in some good degree answered and repaid my cultivation! Its branches began to spread, and I was refreshed under the shade of its foliage. And if the storm of persecution is to level it again with the dust—if some ruthless hand is to cast it into the fire and consume it: so much do I value my reputation, that I shall carefully collect its ashes; and in them I shall plant, if not another *tree*, at least some tender shoot, which I shall water with my tears; and which, if it do not bring forth *fruit*, may at least bear some fragrant *flower*, which will keep my name from sending forth among the Churches, or down to my posterity, an offensive savour.

You may therefore anticipate my anxiety, that my proofs may make as favourable an impression upon your minds, as they do upon my own; and that I may accordingly be again restored to your counsels and your confidence. But if this should unfortunately not be the case; if I am to be deemed worthy of ecclesiastical censure, I must submit, though with shame, yet in silence.

The dealings of my God have already in this controversy been somewhat dark and mysterious: yet I would wait till he unfold his own righteous designs. If they are accomplished in consistency with my preaching, with a *fair character*, the unsearchable riches of Christ, "Even so, Father, for so it seemeth good in thy sight." But if dismissed from the vineyard in disgrace, and as a useless servant, I shall acknowledge, sinful and unworthy as I am,

the righteousness of the Vinedresser ; and from the gloom of retirement, shall exclaim, " Alleluia, for the Lord God omnipotent reigneth."

After giving the foregoing *summary* of the evidence, I retired from the Classis. In a short time I was sent for, and the President read to me from the chair the following

DECISION.

" The Classis having gone through with all the testimony which has been offered to them, and having carefully considered and weighed that testimony, did (after solemn prayer for Divine direction) proceed to take the question on the several charges of Mr. Rowan against his Consistory.

Whereupon it was Resolved, that Mr. Rowan's first charge, in the words following : " With the violation of a pledge given to him and the Congregation, that whatever additional sum should be given by the Congregation for raising his salary above \$1500, in the year 1816, should be given to him to the extent of \$2500," IS PROVED.

Resolved, that his second charge, being in the words following : " With unkindness, cruelty, and injustice in their vote refusing to add \$350 to his original salary of \$1150, for the year ending October 1818," IS PROVED.

Resolved, that as *no evidence* has been produced to substantiate the charges of the Consistory against the Rev. S. N. Rowan, this Classis consider said charges unfounded ; and also declare that he has fully exonerated himself from those charges in which the *onus probandi* must ultimately rest on him.

Whereas, *the case of the Consistory* of the Church at Greenwich, particularly as it respects their late communications to Classis, and as it respects their charges against the Rev. S. N. Rowan, and his charges against them, involves principles of primary importance to the welfare of the Church, and is thought to be attended with serious difficulties :

Resolved, that it be, and hereby is, referred to the Particular Synod, for advice as to the steps which it is proper for Classis to take therein.

Extract from the Minutes of Classis,

PASCHAL N. STRONG, *Stated Clerk.*

In relation to the above decision of the Classis of New-York. I have only to say,

" ————— I wish no other herald,
No other speaker of my living actions.
To keep mine honour from corruption,
But such an honest chronicler."

Shakspeare

THE Classis having thus disposed of the controversy, I shall make a few remarks upon those charges of the Consistory, on which no testimony was adduced. It was incumbent upon *them* to prove their own assertions ; and as they offered no proof upon any one of them, the Classis were bound to pronounce me innocent. I should have preferred an acquittal on the ground of testimony ; but as I had not the *privilege* of the *testimony* of my adversaries, I shall dispose of their charges in another way.

1. Their first charge is with declarations and insinuations. (See p. 12.)

In reply to this, I have only to say that I deny the first part, and admit the last. My Sermon contains no *insinuations* at all.

Its *declarations* relate to *matters of fact*, and these declarations were neither designed nor “calculated to make on the mind of the Congregation and the public, *erroneous* and *false* impressions,” because those *declarations are true*, as I am ready and willing to prove at any time and before any tribunal. I do, however, acknowledge that so much of the charge is true, as states that those declarations were calculated to injure the reputation of the individuals implicated by them. They were made, however, in *self-defence*. I was bound in duty to myself, my family, and the Congregation, to state my reasons for the contemplated disruption of our ties, and in justifying myself in the course designed to be pursued, I did intend to make upon the minds of the Congregation the impression, that the Consistory had treated me neither with candour nor with fairness. And all I affirmed on this subject has been proved.

2. The next assertion upon which the Classis received *no evidence*, there being none offered, is, that I did “promise early in 1808, that I would discontinue the practice of reading my sermons within one year.” On this point I admit, that at the time alluded to, I had frequent conversations with Mr. Wendover on the subject of my preaching from notes ; and that I did intimate to him my *then* intention of ultimately quitting the practice. But I do most positively and solemnly *deny* that I ever gave him, the Consistory, or any individual, a *promise* to that effect. The Consistory *never required* such a promise ; no individual had a right to ask it, I *never gave* it. The assertion carries on its face the evidence of being untrue. Had such a *promise* been given, would I

not have been reminded of it? would not *the* individual or the Consistory, at the end of the year, required its fulfilment? Would not the Consistory, when in 1813 they passed their *first* act, on the subject of my reading my sermons, (as published p. 37 of the Reply) have made *my own promise* the most prominent ground of their recommendation? But no such memento was ever given. And I never heard of the promise until I read the *Reply*; the author of which, must have *inferred* a promise from a mere declaration of *intention*.

3. The next unproved charge is "neglect of family visitation."

The Classis of New-York, at their regular meeting in October of every year, formally ask the minister and elder of each Church under their care this question: "Is family visitation regularly performed in your Congregation?" On those occasions there was never any thing like a charge of neglect brought against me by the delegate: I was generally found to have discharged my duty as well as most of my brethren, and the Classis were uniformly satisfied with our respective replies. I do not pretend to say that I might not have visited my people more, or that I have not come short in the discharge of this, as well as of other ministerial duties. But I do affirm, that there has been no ground for the formal charge of *neglect* in this particular; and the Consistory, if they ever expected to substantiate such a charge, were very unwise to make a concession, (p. 38 of their book) that I have lately performed, in "a few days, nearly what the Classis allow me *two years* to accomplish." But they *thought* they had a reason; and, in assigning it, they have faithfully adhered to their motto; "His neighbour cometh and *searcheth* him." When I do not visit, they complain: when I do, they ascribe to me improper motives. In this instance they have assumed the character described in the 64th Psalm: "They *search* out iniquities; they accomplish a diligent *search*." They looked for no *good*; they were in *search* for iniquities. To such persons the prophet administers a rebuke: "I, the Lord, search the heart;" and He who will disclose the secrets of all hearts at the great day, knows that my motives were not such as Consistory have ascribed to me! I visited because it was my *duty* so to do; and because I had a *desire* not to appear a delinquent before the Classis, which was

shortly to meet ; and of such motives I shall never be ashamed. I had nothing to do with the circulation of the memorial alluded to ; and I certainly visited many families, upon whom the gentlemen who did circulate it never called, and never meant to call.

4. Another unproved charge is, “with frequent delivery of party politics from the pulpit.”

On this point I repeat a declaration I have often made, that I *never* uttered a sentence of *party* politics from any pulpit. The Consistory have lowered their sails on this subject since the publication of the Sermon of the 9th of August. On p. 41 of their Reply, they state the preaching of *party* politics, not as a fact, but as mere matter of opinion. After asserting what they can never prove—that “in 1812, a number of persons, known to [me,] did withdraw from our Church, because [I] did utter from the pulpit warm party language”—the sentence ends in italics, “*at least in their estimation.*” The Consistory then refer the *public* to my “Fast-day Sermon, delivered in August 1812, as calculated to settle the controversy, at least in relation to that year.” How the *public* are to “judge” of the politics of a Sermon which they have never seen, I know not. The Sermon I delivered in August 1812, is not published. I *modestly* confess, however, that I should like to see it in print very much ; and if the Consistory are really confident that it contains party politics, I do think it would be worth their while, for the sake of proving at least *one* of their *fifteen* assertions which I deny, to have that Sermon published at their own expense. In that case, I promise them a copy, *verbatim et literatim*, as it was delivered. But, I give them fair warning, they will *be bitten* ; that Sermon contains no *party* politics. Or, if the Consistory meant to refer the public to my Fast-day Sermons, preached in *July*, and *published* in *August*, 1812, they have been rather unfortunate. One person, indeed, who *heard* the first of those Sermons, did not hear the second, because, I supposed *at the time*, it contained *party* politics, *in his estimation* ; but I question whether he thought so after he *read* it. Be that as it may, persons equally warm as himself on the same side, told me, *at the time*, that they could find no *party* politics in it. The politics of those Sermons were derived

from the *Bible*; and in that *party*, which the *Bible* supports, I shall always delight to be found.

5. The last unproved charge is, “with appearing to show a virulent opposition to the praying part of his Congregation, and charging them with slandering and backbiting.”

The author of the Reply has completely mistaken the point of my declaration, on which this charge is founded. It was this:

“It is a singular fact, in the history of the vital religion of this Congregation, that *some* of those who are most zealous for prayer-meetings, and who make the greatest clamour at their omission, are the most virulent opposers of a liberal support to their minister, and the most free in their *ensorious* remarks upon his conduct and his character. To such I say, Be not deceived: these things are utterly inconsistent with each other; and be advised by a friend to your growth in grace, either to quit praying or to quit slandering and backbiting.”

To prove this declaration, I shall have no necessity, on any occasion, to ask any person conversant with the facts more than two questions: 1. Who are *some* of those that are most zealous for prayer-meetings in the Dutch Church at Greenwich. 2. Who have been most free in their *ensorious* remarks upon my conduct and my character? The answers to these questions would designate *some* persons who do advocate prayer-meetings, and who do pray at those meetings; but neither their names nor their prayers would prove that they are *praying* people. Is it not possible for persons to *clamour at the omission of* prayer-meetings, and also to be *ensorious*? Is it not possible for the same person to *pray*, and to be guilty of slandering and backbiting? But will it therefore follow, that that person is, in a spiritual sense, a *praying* person? No: the same fire can never kindle devotion towards God and falsehood towards men. The truth of the matter is, that I said not a syllable about the “*praying* part of the Congregation;” but that my object was to call the attention of some who would pass for being the most pious among us to the inconsistency of such pretensions with their habitual rancour and *ensoriousness*. No! so far am I from “charging the *praying* part of any Congregation with slandering and backbiting,” that I acquit them from the possibility of such vile conduct; and so far have I been from “appearing to show a virulent opposition to the praying

part of the Congregation" at Greenwich, that, if I know any thing of my own heart, I have always loved them. I can moreover safely affirm, that I have spent some of the most delightful hours of my life in attendance upon prayer-meetings ; and all my hearers can testify, that I habitually make it a subject of request at a Throne of Grace, that the Lord would multiply the number of *praying people* in our Congregation.

The only thing in the Report of the Committee of Classis, which remains unnoticed, is my "appeal from a decision of Consistory, in which they determined not to send up to Classis a memorial on his behalf, when thereto requested by the memorialists." (See p. 13.)

The history of that appeal is this : On the 16th of October, 1818, the Consistory received the following letter, enclosing the following memorial :

"Rev. Stephen N. Rowan, President of the Consistory of the Reformed Dutch Church at Greenwich.

"REV. SIR,

"WE enclose you a memorial to the Reverend the Classis of New-York, signed by a number of members and pew-holders in the Reformed Dutch Church at Greenwich, on the subject of the dismissal of the Rev. Stephen N. Rowan from his present pastoral charge ; which, for ourselves and our associates, we request you will lay before the Consistory, for the purpose of having the same regularly transmitted to the Classis at their next ordinary meeting.

"We are, Sir, most respectfully,

"Your obedient servants,

**JOHN COWAN,
ALEX. PHOENIX,
HUGH WALLACE,
JOHN FRAZIER,
WILLIAM TORREY,
TIMOTHY WHITTEMORE."**

Greenwich, 16th October, 1818

TO THE REV. THE CLASSIS OF NEW-YORK.

The undersigned, Members and Pew-holders in the Reformed Dutch Church at Greenwich, under the Pastoral charge of the Rev. Stephen N. Rowan,

RESPECTFULLY REPRESENT,

That having sat under the Ministry of the Rev. Stephen N. Rowan, during their residence at Greenwich, with pleasure, and we hope not without profit, we still feel very desirous of a continuance of his pious labours ; and governed by these impressions, have secured seats in the said Church at a liberal price. That your Memorialists believed that the addition to the stipulated salary of their Pastor, of at least \$350, which had been made by the Consistory for several years, would have been continued during the present year ; nor could we anticipate the possibility of any deduction at the present time, considering that the means which are this year at the disposal of the Consistory are unusually large. That even if this were not the fact, and the funds of the Consistory were smaller this year than usual, your Memorialists are persuaded that the Congregation would readily have furnished additional means, if Consistory had intimated to them that without such aid they would be unable to give their Pastor his usual support. That your Memorialists have been grieved and disappointed, on finding that the Consistory in their wisdom, without any such appeal to the Congregation, have thought fit to refuse the usual addition to the salary of their Pastor ; and especially as the course which they have thus taken, threatens, if persisted in, to deprive us of his spiritual ministrations, and to introduce discord and division amongst a people hitherto remarkable for their unity and brotherly love. That the people at large are well satisfied with our worthy and beloved Pastor, your Memorialists think may be inferred from the avidity with which pews are bought, and the crowded state of the Church ; and your Memorialists do verily believe that no difficulty whatever will be found in raising for him such a salary as shall be sufficient for his support, provided the amount which may be required for that purpose were endorsed upon his call.

And your Memorialists respectfully suggest, that an eligible mode of raising such a salary, and one which we believe would be most agreeable to the feelings of the Minister and of the Congregation at large, would be, to assess upon the pews the full amount thereof. And in case the collections and other income of the Church, shall be insufficient to defray the expenses thereof, we would propose further, that an additional tax upon the pews in proportion to their assessed value, shall be laid from time to time. As therefore there can be no possible doubt, that the Congregation of the Reformed Dutch Church at Greenwich, is abundantly able and willing to support their Pastor. We, the undersigned, do seriously hope that neither the Consistory nor the Rev. Stephen N. Rowan will persist in applying to your Rev. Body for a dissolution of their present ties ; or if they should, that your Rev. Body will discountenance such application. Let the

Rev. Mr. Rowan continue to labour and dispense spiritual food amongst us. Let the Consistory, governed by a Christian spirit, second the wishes of the Congregation in yielding him a sufficient support; and may we all learn "how pleasant it is for brethren to dwell together in unity." Thus shall that spark which now threatens to become a blazing torch, be for ever quenched by the sweet operation of Christian forgiveness. That the Rev. Classis may unite with us in this labour of love, and by their influence and authority, dissipate the cloud which now hangs over our Zion, is the fervent wish and prayer of all whose names are hereunto subscribed.

(Signed by 43 Members, and 56 Pew-holders.)

After noticing the receipt of such letter, Consistory "Resolved, that said Letter and Memorial be returned to those who transmitted it, informing them that *we do not choose* to take any measures to send it to Classis."

I then entered on their minutes the following:—

"The undersigned appeals from the above decision to the Rev. the Classis of New-York.

(Signed)

STEPHEN N. ROWAN."

On said appeal Classis adopted the following minute:—

"In relation to the appeal of the Rev. Mr. Rowan, from a decision of the Consistory of Greenwich, not to transmit a Memorial in his favour to Classis, it was resolved by the Classis, that the said appeal be and hereby is sustained."

The foregoing memorial was signed by 43 members, and 56 pew-holders, in the Church at Greenwich. The fact that there were but 86 pews let in the Church in 1818, and that 56 pew-holders opposed my resignation, will give a tolerable view of the state of feeling in the Congregation, especially as it can be proved that members of the Consistory, and others, did endeavour to dissuade several persons from putting their names to the memorial. They have also, it can be proved, endeavoured to get some of the memorialists to strike their names off since; and have, I am informed, succeeded in getting papers from three persons expressive of their regret for having signed it at all. But if all their reasons for this regret are like that of the gentleman who addressed the Classis on the subject, they do not prove their minds are altered

as to the propriety of their act ; but that they have been deceived by the persons who have induced them to withdraw their names. The person I allude to, “ expresses his regret, that his name appears to that paper ; as it would be a source of lasting disquietude, should (he) in any way be instrumental in widening the unhappy schism which exists between the Rev. Mr. Rowan and the present Consistory of the Church at Greenwich.” Now if that gentleman will look at the memorial which he cordially signed under a correct view of its design and tendency, he will find that that instrument was not calculated to “ widen the unhappy schism.” It breathes throughout a *Christian* spirit, and was the overture of a *majority* of the *members* and *pew-holders* to the minority proposing *peace* : proposing it too on the only terms it ever can be secured, as the *Dutch Congregation is at present constituted*. If therefore those persons who have withdrawn their names from the memorial, have been made to believe, that if their signatures had remained the breach would be widened, they have been deceived. Or if they have been made to believe that my dismissal would heal the breach, they have been deceived. Peace is a desirable blessing ; but one which is never to be sought at the sacrifice of *principle*—and if the Consistory of the Church at Greenwich, and their adherents who are in the minority, think that the majority of the Congregation are going to give up all their attachments and their rights for the sake of *peace* with men, who their own Classis say have violated their pledge, and been guilty of injustice, and cruelty, and slander ; they are mistaken ! The peace which is secured to our Congregation, upon the terms of the Consistory, will be purchased at the expense of a much greater “ schism,” than at present exists.

While on the subject of the memorial in my favour, I would state, (lest I should be again charged with not telling the whole truth) that besides the request of the Consistory, there were two petitions sent to Classis for my dismissal from my present pastoral charge, one signed by 8 members of the Great Consistory ; and another signed by 7 male and 31 female members of the Church ; chiefly the wives, daughters, and relations of the Consistory, and Great Consistory.

When the proper time shall come I may assign my reasons why, notwithstanding my formal annunciation of a contrary intention,

and those petitions of the Consistory and Great Consistory, I still retain my present pastoral relation. Those reasons will be found to be much more honourable and *disinterested* than my enemies imagine.

Having noticed the prominent parts of the Reply, as *reviewed* in the Classis, I shall proceed to gather up the fragments scattered over this mountain-mouse of three months labour. I shall follow the order of the pages, this being the only *order* observable in the Reply.

The "advertisement" contains the following very extraordinary assertion :

"The following report and statement would have been prepared and made at an earlier date, had not the Committee and Consistory been made to believe that a suitable reparation would be made to a much injured Church and people in another way."

Who could possibly have led them to *believe* any such thing? Had it ever been *proved*, or *admitted*, that they had been injured? How could it be expected that I would make *reparation* for what I was not conscious was *an injury*? Or was it expected that I should make acknowledgments, *consciously insincere*, for the gratification of my enemies, and the injury of myself? I never did give the least encouragement to hope for any reparation; because I knew what I had said was true; and if the Consistory allude to what passed between them and the compromising Committee of Classis, they are equally out of their latitude. According to the representations of Consistory, that Committee led them to believe that I would accede to their humiliating proposition on p. 9 of this Review. The Committee, however, differ from the Consistory on this point; and they may settle the matter among themselves. But, admitting that some members of that Committee were incautious in what they said, and encouraged the Consistory to believe that they were right and I was wrong, and that I ought to lay down, and suffer them all to put their feet upon my neck; *did I authorize* them so to do? Would they, as *mediators*, receive instructions from me? But how long did they thus keep up, in Consistory, the hope of triumph? Not 24 hours! For I promptly rejected their dishonourable proposi-

tions ; and, within eight hours after they received my offers, they rejected them ! Now, the day on which this Committee met with them, was the 22d of October, nearly *three months* after the delivery, and almost *two* after the publication, of the Sermon which contained the alleged wrong. Surely they did not all this time delay the reply in expectation of reparation ! O no ; the reparation which they expected *in another way* was my dismissal, which they knew could not take place till the 20th of October, the time for the meeting of the Classis. Long *before this*, they announced the appearance of *a counter-statement* ; and the secret of the delay was, I believe, the hope of getting me out of the way of effectually meeting their contemplated charges : then would the Reply have appeared, having, no doubt, as an appendage and a *binder*, my concession to their proposition, if I could have been weak or wicked enough to have made it. And here I would do away an impression, which I have reason to fear has been made, that I rejected their proposition because it bound me to make my acknowledgment from *the pulpit*. This had nothing to do with the motives which led to that rejection. Had I been *convinced* that I had wronged the Consistory, I would unhesitatingly have made the concession from any pulpit, and from any press. I refused to acknowledge the wrong, because no wrong existed. Let not the Consistory, therefore, delay the publication of any other book, in the hope of reparation. Their best plan will be to show, not by *assertions*, but by *proof*, that they have been injured. Then, and not before, may they expect my acknowledgments.

On p. 5, there is a rare specimen of the *candour* of the Committee, or of their private secretary, on the subject of the difference between my *preached* and my *published* Sermon. The clause alluded to, in my letter to the Committee, is in these words : “ On the 9th page, between the 13th and 14th lines from the *top*, *nine words*, relating to Laban’s *prostitution* of his daughter, are omitted in the printed copy : ” and yet, with this distinct reference of the Committee to the *subject* of those words, it was “ not for them to determine how far they might, or might not, have been of importance in the examination ” of my Sermon !! The nine words were these : “ It will make a father prostitute his own daughter.”

The Committee, on the same page, "most seriously regret the prostitution of the Sabbath *for* the delivery of such a discourse, to a people who had assembled to hear the important truths of the Gospel."

Had this regret been accompanied by an acknowledgment of penitence on the part of the Consistory, for a similar offence, it might have been viewed as sincere. But, as matters stand, this reproof comes from *them* with a peculiarly bad *grace*. The Consistory did, in 1816, on the Sabbath, make nearly all the fiscal statements which I made in 1818. They requested the Rev. Dr. Romeyn to read, *from the pulpit*, my application for an increase of salary; their act upon it; their accompanying estimate; and to request the Congregation to remain, after service, to *subscribe*. All this he did; and several persons did come forward and subscribe; under the pulpit, and on the Lord's day: all this was authorized by the Consistory! Now, *if* the Consistory are really sorry for their own offence, or if they are sincerely grieved that I delivered my Sermon *on the Lord's day*, I cannot but express my regret, that I had not chosen some other opportunity; while, at the same time, I must, in justification, state that the *form* and *time* of making my *statements* were the only ones I could then think of, as practicable, or even seasonable. I must also insist upon it, that that Sermon contains some of the most "important truths of the Gospel:" an illustration of the scriptural principle, that the ministry is to be supported; and solemn exhortations to flee for refuge to Jesus, and to prepare for rendering in our final account. These are worthy the hearing of any Christian Congregation, and did not, at Greenwich, disappoint "a people who had assembled to hear the important truths of the Gospel."

The Committee declare, p. 6, that "they have, in the investigation, been *particularly careful* that the facts and statements they have brought forward are *well founded*." What a *strange* coincidence between this declaration and the evidence adduced in the Classis of New-York! How *wonderfully* confirmed by the *decision* of that Classis, upon all the prominent *facts* and *statements* in their Reply! This declaration will be further confirmed, *in the same way*, before I have done with their statements. In the mean time, I can only regret, for their sakes, that their whole book, beginning at the title-page, bears so strong a resemblance

to Curran's description of *error* ; it "is in its nature flippant and compendious ; it hops with airy and fastidious levity over *proofs* and *arguments*, and perches upon *assertion*, which it calls *conclusion*."*

On the 7th page the Committee kindly attempt to carry on the parallel between Jacob and Laban, which they say I have "not finished;" and in so doing mention the "*rods*" by which Jacob produced the spotted and speckled of Laban's flocks. I am perfectly content with the character of *Jacob*, so long as the Consistory, by running the parallel farther than I intended, have assumed the character of *generous Laban*. In relation to Jacob's *rods*, they were not, I believe, applied to *the back*, or any other part of the body ; nor at all in the way of *castigation* to Laban's flock ; and therefore the indelicate attempt of the private Secretary at wit, completely failed. The success of Jacob's plan was providential. As Laban refused to do Jacob justice in the matter of support, God in his goodness provided for him in another way. In this sense, Laban was indeed chastised, and chastised in righteousness. Thus, while this modern Laban, the Consistory of the Church of Greenwich, have attempted to starve the modern Jacob ; God in his providence has raised up friends in the house of his pilgrimage, through whose kindness, he has been kept from "cleanness of teeth." In this way have the Consistory and their adherents been chastised. They have lost the confidence of the Congregation, whom they are pleased to call "spotted and speckled members," and in this view they have a *rod*, which they will have to "kiss" for years. May they also kiss *Him* who has appointed it ; and may the fruit of his chastisements be, to take away *their sin* !

On p. 8, the Committee state, very incorrectly, the number of families in the Congregation about the time of the first three years of my settlement, (if I understand the time they do allude to at all.) I saw on the table of the Classis "the subscription list," on which they counted "upwards of ninety." And I can assure the public, that I could count but 40 of whom I had any knowledge or recollection as ever belonging to our Church. And I am assured, by persons who have belonged to this Congregation

* Phillips's Recollections of Curran, p. 134.

from its organization, that at the time of my settlement, there was not more than that number.

In this "CANDID Reply," there is a most *uncandid* omission of the *true* cause of the decrease of the subscription list *generally*. The deception begins on the 9th page, and is carried on through the whole pamphlet. The Committee ascribe the decrease of subscription, either directly or indirectly, to growing disaffection towards me; when they knew, or at least when every body else knew, that the true cause was the annual rise of pew rents. Candour would have dictated to the mind that did not mean to deceive, the statement, that while the *subscription* fell from \$1400 to \$400, the pew rents rose from \$500 to \$1450; and that the annual amount of receipts, instead of decreasing with the subscription, had increased from \$1782, in 1808, to \$2541 in 1817. But after all, it need not to have been expected that their *candour* would permit them to tell any tale which did not militate *against me!* and I would only remind the Committee of the sage remark of "Jedediah Cleishbotham, parish clerk of Gandercleugh," that their "scales of *candour* want to be cleansed from the *rust* of prejudice, by the hand of *modesty*."

The "AMOUNT of *receipts* into the Treasury of the Reformed Dutch Church at Greenwich, from 1808, (including part of 1807) till January 14, 1818," as given on page 11 of the Reply, needs a *small* correction. The *amount*, as there stated by the Committee, is \$21307 96. The *true* amount, as taken from the footing of the annual accounts, as added up by the respective Treasurers, and audited by Committees of Consistory, is \$28602 62, leaving the *small* omission on the part of the Committee of \$7294 65!!

Assuming the caption of the Committee, I give the following as the "AMOUNT of *receipts*, &c."

| Year. | Sum total. |
|------------------|------------|
| 1807-8 | 2073 88 |
| 1809 | 2290 82 |
| 1810 | 2594 03 |
| 1811 | 2470 16 |
| 1812 | 2239 44 |

Carried over

\$11668 33

| | |
|---------------------------|-------------|
| Brought forward | \$11668 33 |
| 1813 | 2615 18 |
| 1814 | 5828 60 |
| 1815 | 3576 00 |
| 1816 | 2372 73 |
| 1817 | 2541 77½ |
| <hr/> | |
| | \$28602 61½ |

On several of the pages of the Reply, there are *insinuations* that I have been faithless in the discharge of my ministerial duties. Against all such *insinuations* I protest as basely slanderous in their tendency. The one on page 15 is worthy of particular notice. The Committee think "a disposition has always prevailed to pay me, *not* as to the *quantum* of my services, but as far as possible in *proportion* to my wants." I certainly was not aware that I had failed in the discharge of any of the duties incumbent on me. I have preached from the time of my settlement, (times of sickness and absence excepted) regularly *twice* on the Lord's day, and for whole seasons together lectured once in the week. I have also rendered the usual quantum of services in family visitation, catechetical instruction, visiting the sick, and attending funerals. I think there has not been a disposition to pay me according to the *quantum* of those respective services. At least my Consistory have had a singular method of manifesting that disposition. Be this as it may, how would a certain honourable gentleman, the reputed author of a certain Reply, fare, if there was nothing more than a disposition to remunerate him according to the *quantum* of service he had rendered his country in the Congress of the United States. He has, it is said, made *one* speech; and succeeded too, either by his speech, or the propriety of the thing, in altering the number of stripes on our national flag. And for this he has received *three* years salary, the amount of which he could not *one* year leave *the people* to fix. He opposed all appeals of the representatives to their constituents on this subject; and was sure to be on the *right* side in exercising the *right* of paying himself as much as he could get. Verily I do not blame him for this. But think him a little inconsistent in blaming me for not leaving the amount of my compensation to *the Consistory* who pay me, while he re-

refused to abide by the voice of the *people* who hold his purse-strings in fixing the amount of his compensation. If he was right in wishing his salary raised to \$1500, on the ground of the inadequacy of a smaller sum to support his family, I was not far wrong in wishing mine raised to the same sum for similar reasons. If he was right in taking from Congress what the people might have refused him; I have not been wrong in receiving from the people what the Consistory refused me, they not having a disposition to pay me according to the quantum of my services.

Another rare specimen of the candour of the Committee, and of their particular care that "the facts and statements they have brought forward are well founded," is on the 18th page of their Reply. They there begin a report which fills nine pages, which *was made* to Consistory Jan. 1814. Their phraseology would certainly have led me to believe that said report is on the records of the Consistory, *had I not known the fact to be otherwise*. Several persons in our village did believe so till I undeceived them. And perhaps there may still be others under this *false* impression. I therefore hereby inform all whom it may concern, that said report is not, and never was, on the minutes of the Consistory. Mr. Wendover, on the behalf of the Committee, reported it; but being objected to by members of Consistory as well as myself, was postponed from time to time till it was finally rejected. The next meeting after it was introduced, I presented the following *protest*, which, as it will throw as much light on the allegations of the report as any thing I could now say, I shall give entire. I would previously remark, however, that this protest contains intrinsic evidence, that the Committee have not cited the report *in part*, but in *whole*, (perhaps with the alteration of some word) as I find it contains all which I at the time considered worthy of notice, as *affecting me*. And I am well assured that as I was the subject of the report, nothing that could have injured me would have been suppressed.

THE undersigned solemnly, and in the fear of God, protests against the reception and adoption of the above Report, on the following grounds :

I. Because it is totally irrelevant to the object for which the Committee who framed it were appointed.

They were appointed for the specific object of ascertaining the causes of the deficiency and inadequacy of the subscription list, which

was circulated in October '813 ; but instead of confining themselves to that object, they have gone into a tedious detail of the whole history of our Church, and of the supposed causes which influenced the increase or diminution of all the preceding subscriptions ; which, in reference to the present subscription, had as much relevancy as an inquiry into the causes why the moon influences the ebbing and flowing of the tide ; or as an inquiry into the causes of the present unhappy war would illustrate the causes of the war which preceded our happy revolution.

II. Because certain supposed facts, stated in that Report as influencing former subscriptions, never had so much weight as your Committee suppose, if they had any at all ; and, in their influence on the present subscription, are altogether unfounded.

1st. In that part of the Report which alludes to the calling of a Minister, is this paragraph : " When, in the year 1807, a subscription was set on foot for the salary of Mr. Rowan, it met with sufficient success to make it apparent to Consistory, that, on obtaining a prudent and faithful minister, they would always be able to keep their subscription equal to, if not greater than, the sum required for the salary."

Now, as the subscription has never since equalled the stipulated salary, the inference, in the opinion of your Committee, obviously is, that Mr. Rowan is both an imprudent and unfaithful minister.

As to the charge of imprudence, it has often been made against me by my enemies ; but the only reason assigned for it amounts to this : that I have had the firmness to think for myself ; and have had, on certain occasions, the rashness to express opinions different from theirs ; and all I have to reply to it is, that after the most mature consideration, I should uniformly act, under the same circumstances, as I did on those occasions, even though it should be falsely said I was imprudent ; and as to the charge of unfaithfulness, if the Committee have the effrontery to prefer it, and Consistory the injustice to adopt it, inasmuch as it is utterly false, they shall answer for it before the proper tribunal.

The deficiency of subsequent subscriptions is to be accounted for, not from these causes, but from the fact, (which was well known to that Committee) that half the original subscribers were never called upon a second time, though numbers of them have been and are still ready to subscribe.

2d. In that part of the Report which more specifically states the causes of the declension of the subscription list, and which are said to have " brought the Church into a sad dilemma," the first cause is said to be owing to the minister introducing the practice of reading his Sermons ; and, in the subsequent explanation, it is said, that " Consistory had declined to call ministers or candidates who followed the practice ;" and that, at its introduction by me, certain persons withdrew from our Church, and occasioned both " the loss of their persons and of pecuniary aid."

Whether Consistory have ever declined calling any person on the ground of reading his Sermons, is unknown to me ; but this I do know, that, previous to their calling me, they called the Rev. Nathaniel Todd, who, during the period of his itinerancy, and his subsequent settlement at Schenectady, used his notes more frequently and slavishly than I ever did.

And as to the circumstance of my using notes causing any persons to withdraw from our Church, I can only say that it requires proof ; that several persons who may have been supposed to withdraw on that account, withdrew on the settlement of the Rev. Mr. Bork in Sugarloaf-street, whose Church was more contiguous to them ; and that, even if the alleged fact is true, their places have been filled in a tenfold ratio, by persons who are much more able and much more willing to support the Gospel among us : for, whereas, on my settlement in this village, I had a mere handful of hearers, they have, through the good providence of God, and his blessing on my *preaching*, increased until our Church is full, and serious and well-founded apprehensions are entertained, that the present building will not long be able to accommodate the hearers.

Where, then, is the proof of the loss of persons, or of pecuniary aid, on account of my reading Sermons ? The existing state of our Congregation speaks more than volumes in contradiction to the statement of the above Report.

III. The Report states, that "the dissatisfaction expressed for a too general neglect of family visitation, have long and powerfully operated to the great disadvantage of the funds of the Church."

It is admitted, that during the first four years of my ministry, I did not, in a formal manner, attend to family visitation, as I know was my duty, and as my heart could have wished. But this was owing, the first part of the time, to the arduous and unremitting labour of regularly preparing two discourses a week for the pulpit, which occupied nearly all my time ; and during the remaining period, the state of my health was such as to render the discharge of the duty of family visitation impossible.

These are reasons, which, to my own conscience, are perfectly satisfactory. But how does this prove that my neglect of family visitation diminished the *present subscription* ? Family visitation has, for the two last years, with a few exceptions, been regularly and generally performed ; the people, therefore, have had no cause of complaint on this account ; and if "dissatisfaction has been expressed," it has been expressed on false grounds ; and therefore it is false, that "a too general neglect of family visitation" has powerfully influenced the present subscription list. And, even as to former subscriptions, the statement of your Committee is as unfavourable to the Congregation as it is to me.

Would not a reasonable and affectionate people have considered the circumstances in which I was placed a sufficient apology for the neglect of family visitation ? Could they expect the same parochial

duty from a young man, settled among them for the first time, as they would from one who had long been in the ministry? And if they were not prepared to make suitable allowances, why did they call a young man for their pastor? or is want of health to be viewed as no excuse? Then the Congregation of Greenwich, in their future calls, must choose men who are liable to no disease; who are clothed with immortality; or be prepared to submit to that hand of Providence which is laid upon them in the person of their minister.

IV. It is said, that "in the years 1811 and 1812, the frequent delivery of party politics from the pulpit, drove from our Church a *number of wealthy subscribers*,"—"the loss of whose pecuniary aid has caused a very considerable decrease to the subscription."

In reply to this charge, I deny that ever I uttered a sentence of party politics from any pulpit; and I deny that political preaching has ever driven away a number, either of indigent or wealthy persons, from our Church; the only person who, with his family, has left our Church, on account of alleged political preaching, is Col. William Few: so that the *number of wealthy subscribers* is literally a *few*; the loss of whose pecuniary aid has caused the *very considerable* decrease to the subscription of forty dollars!

V. The Report states, that in my communication to the Committee, I have brought a charge against the Consistory, by saying, that "however able or however willing the people were to raise my salary, *appeared* a matter of no moment to Consistory."

This is, in itself, no charge; nor was it stated as a charge: it is only stated as an *apparent* fact. Whether real or not is best known to the Consistory; and the circumstance of your Committee noticing that remark, is one of a series of proofs, given in their Report, of a disposition to construe my words and actions to my disadvantage.

VI. It is said, that my agreeing to receive money raised by a separate subscription, "appears indicative of a desire to coerce Consistory into a contract," &c. Whereas I can appeal to this Consistory, that whenever I have spoken to them on the subject of increase of salary, it has been in a manner which implied that all the power of making the desirable increase was vested in the Consistory; and I hereby declare, that my consenting to receive moneys raised in another way, was so far from being designed to *coerce* Consistory, that it was done under the full conviction that Consistory never would meet my views on the subject of an increase of salary; and that I must therefore look to those who would. In the present state of things, the Consistory surely cannot suppose that interested or coercive motives would induce me to wish for that increase, inasmuch as I shall receive it from another source; and if they do not accept the overture which, in the spirit of conciliation, I lately made to them, they will assuredly find, that any future steps towards procuring the money, by which that increase might be easily made, must be first taken by themselves; and that they will never have it in their power

to charge me again either with friendly or coercive measures on that subject.*

VII. The circumstance of my consenting to receive money from individuals in addition to the stipulated sum in the call, is considered by your Committee “without a parallel in the history of any other Church in this favoured country ;” when it was known to them that the late lamented Dr. Abeel did, for years, receive a sum of money from a few friends, in addition to the stated salary given him by the Consistory ; and when the Rev. Dr. Romeyn annually receives money in the same way. But what in them is deemed perfectly innocent, is in me considered criminal !!

VIII. The circumstance of my consenting to receive moneys in the form alluded to, is stated to be “inconsiderate :”—So far is it from being inconsiderate, that the measure was adopted after the most mature, deliberate, and prayerful *consideration*, into what would be the situation of my family, if I refused to accept it ; and of its being the means of releasing the Consistory from the responsibility of paying, and the trouble and expense of collecting, what they deemed inexpedient to give me.

IX. The report states, that the amount which has been withheld from Consistory in consequence of the other subscription is \$465—when therefore from this sum is subtracted the subscription of Mrs. Oothout, which she is ready to give the Consistory, amounting to \$40—and the \$350 which the Consistory have given me annually for three years, but which I now expect to get in another way, the remaining loss to the Consistory, according to their own statement, is only \$75—and when to this calculation is added the fact, that a number of persons had declared they never would subscribe to the Consistory until the salary was raised, the result is, that Consistory have not lost a single farthing by the other subscription.

X. The report states, that the Consistory have hitherto refused to raise the salary permanently on account “of dissatisfaction in the Congregation :” when it is notorious, that the real and only cause of the decrease of the present subscription, is dissatisfaction, because the Consistory will not raise the salary permanently !!

Finally. The report states, that the above causes have “brought the Church into a sad dilemma.”

What your Committee mean by this must be a secret to themselves. If they refer to the pecuniary concerns of our Church, their state-

* The overture was this ; that if they would endorse the \$350 on the call, and should at any time fail in raising the money to pay it, I pledged myself to give them a receipt *in full* for all they should fall short of \$1500: they having objected to the endorsement of that sum—the possibility that they might not be able to raise it.

ment is obviously incorrect ; for Consistory have still the same means of meeting all their engagements that they ever had ; and if the statement of your Committee be correct, that there is nearly \$1000 on the separate subscription, they have themselves furnished incontestable proof, that if they had raised the salary, and this sum had been added to the subscription of the Consistory, our pecuniary concerns have never been so prosperous. And if they refer to our spiritual concerns, the growing state of the Congregation, the visible increase of hearers, and the numbers that are, on every communion season, “ added to our Church of such as shall (we trust) be saved ;” proves, that instead of the language of complaint and of crimination, we ought to unite our hearts and voices in praise to that God who has done such great things for us.

The undersigned therefore solemnly, and in the fear of God, protests against the above report.

S. N. ROWAN.

Now, reader, suffer me not to deceive you ; this protest is not on the minutes of Consistory, *because the Report it refers to is not there*. A motion was made that the report and protest be thrown into the fire ! This amused me exceedingly, as I cared nothing about my protest if the report was rejected. But it was rather too *warm* a motion for Mr. Wendover ; and finding his report would not go down, he quietly put it in his pocket, and preserved it for the *use* of the Committee as a document too valuable to be lost. When the report appeared, it reminded me of my protest, which I found among *my* archives, and have given above.

By way of placing my *unreasonableness* on the subject of salary in a stronger light, the Committee refer, p. 28, to a generous offer of the late Rev. Mr. Hamilton to relinquish his additional salary during the war. Admitting the statement of the Committee to be correct, the cases were not parallel. While Mr. H's people were out of employment, there was one gentleman at least, whose circumstances were not “ less favourable during the late war ;” who was making a fortune, it is said, out of the government by a contract to supply the lake fleets with sails ! He surely would not have pleaded want of employment as an excuse for himself ! And as to those of my congregation who were actual losers by the war, they continued their liberality ; so that I had no occasion to be *magnanimous* from necessity.

Page 30 exhibits a fine specimen of the logical powers and the legal knowledge of the private secretary. I am there considered very “unfortunate in attempting *legal* demands, not founded on legal principles.” And by the note of admiration at the end of the sentence, I am considered as almost the only fool in the world who would “conclude that Consistory had consented to give a perpetual pledge, on a *temporary* subscription, taken up for a single year.” Now in extenuation, I must indeed plead *ignorance* of the fact, that the legality of any obligation depends upon the *permanency* of the income of him who gives it! What a world of trouble this *discovery* might have spared all the state legislatures in the enactment of their bankrupt laws! How foolish henceforth is the anxiety of debtors about the demands of their creditors! Their income was only *temporary*, therefore not one of their bonds or notes were founded on legal principles! To be serious, has my call ceased to be of *legal* obligation, because the subscription for the minister’s salary has been taken up, and the pews in the Church rented *for one year*? Is it not founded on legal principles, if there is no subscription or pew-rents at all? Did “the Consistory by that instrument give a *perpetual* pledge on a *temporary* subscription?”

The statement on pp. 33 and 4, of the Reply, viz.

“The funds for paying the Treasurer’s bond, were in part furnished by the Committee, who called to settle it, and who gave him the first intimation of an intention to pay it, when they called for that purpose, which he had not sought for, nor expected;”—

Lays me under the obligation of apologizing to Mr. Gilbert for the *incorrectness* of the statement as to his *agency* in the payment of his bond, which I made in the appendix to my Sermon, p. 46. and that apology I now most cheerfully make. I certainly was *ignorant* that the *Committee* had kept out of the Treasury moneys belonging to the Church, until they went to take up Mr. G’s bond. I say *money belonging to the Church*, for I affirm that the *Committee* did not loan the Consistory any *part* of the money with which the bond was paid. As Mr. Gilbert therefore was ignorant of the amount in the hands of the Committee, and of the design of Consistory in relation to his bond, *he* did not deserve the censure which I passed upon him. While Mr. Gilbert however is fully

exonerated, the clause alluded to in the Reply merely transfers the duplicity of that transaction to the Committee of Consistory, who, it is said, furnished the money *in part*. *That money was not their own*. I however congratulate Mr. Gilbert that his conduct was perfectly honourable; and regret that my *ignorance* of all the particulars led me into what I now acknowledge was an error. I had a right to suppose the *Treasurer* knew something about those moneys, until I was assured of the contrary. This is the *only instance* in which the Reply refutes any of the statements in my Sermon. And I only regret that that statement was not refuted in a way rather more honourable to *some* of the predecessors of the present Consistory.

The Committee on page 34 think it "proper" to state "the material facts," relating to the library, lest the subscribers to it should "have wrong impressions from my statement." Now of all instances of duplicity which I have ever known, this exceeds! All the *facts* they state are precisely those which I have published, and repeated in conversations with the subscribers. And all the *false facts* they commit with the statement, relating to the library being for *me*, and the relinquishment of interest, are beneath notice. The library was a sore business; and the only way of concealing their shame, was under cover of alleged mysteriousness on my part. The subscribers, I believe, can all testify, that the *mystery* is on the part of the Consistory.

The \$100 mentioned on page 40, which the Consistory claim from me, I would inform them I have not yet received. That \$100 was never *subscribed* to the Consistory at all; at least the gentleman's name is not on the book of Consistory in his own *handwriting*. That gentleman told me that he meant to *give* that \$100 to me, in addition to my stipulated salary of \$1150. I therefore refused to accredit it to the Consistory, lest they should deduct it out of my call. And the vote of the 4th of last August, proved that I acted wisely. Had I accredited that sum, I should have received out of the actual income of the last year only \$784. If the Consistory would have assured me that sum would go towards an increased salary above \$1150, I should have had no difficulty in conforming to their wishes, even in a case marked by so much meddling with my private concerns.

As the matter stands, Consistory, before they ask me to pay them \$100, had better determine whether their demand is *founded on legal principles* !

“ *Precisely* six months and *one day* after Mr. Rowan’s ordination, Consistory had an ample specimen of his natural temper and disposition,” p. 42. How exact the chronological table of my Consistory has been kept on the subject of my infirmities ! I wonder if there are any entries on that table of the aberrations of Consistory from strict propriety in their conduct. The circumstance so *precisely* noted was this ; I had been labouring hard the first eight months of my settlement, and was anxious, at the expiration of that time, to take a little relaxation, and, with my family, to visit our friends for three or four weeks at the North. I accordingly apprized the Consistory of it at one of our meetings. One of the members, with his characteristic bluntness, and on this occasion with, I thought, an air of authority, demanded—“ and dont you mean to supply the pulpit while you are gone ? ” The peculiar manner of the interrogation drew from me, in a becoming *spirit*, the answer, “ I certainly shall do no such thing.” The gentleman noticing my reply, said, he “ only meant to ask whether I *knew of any supply* to be had.” I then told him, “ if I had mistaken *his* meaning, there was no occasion to be offended at my reply ; and there I supposed the matter ended. When is ! what originated in the supposed insolence of another, is given as a specimen of *natural temper and disposition* ! But for that natural temper, I should long since have sunk beneath the level of a man, under the vulgar insults, and petty tyrannies of some of the men, with whom it has hitherto been my lot to act ! The good Lord give me grace always to keep it within the same proper bounds, it was kept *precisely six months and one day after my ordination* !

The closing scene of this Reply is truly admirable. The author, in the true order of eloquence, seems to have withheld his strength, and reserved his fire, till he was about to take leave of his readers ; and truly he was not disappointed ; the effects he produces are wonderful—tears—solicitations—acts of condescension—restoration of peace !

I am sorry to destroy the effect of such touching eloquence, by affirming, that the whole is an ingenious fabrication.

The "member of Consistory to whom I handed my laconic communication," never advised me "to bring the subject before Consistory in a different manner:" His advice was, that I should not bring the subject *before them at all*. I never *wept* on hearing the Report of the Committee, *tender* as it was. I no doubt felt hurt, to see the officers of a Christian Church manifesting so much indifference as to the comfort of their minister; but my *firmness* did not forsake me. On the contrary, I told the Consistory, "If you adopt that Report, you deprive yourselves of a Minister, and me of a Congregation." And I meant what I said, whether "the then *members at the time*, nor since believed me." Had not the Consistory modified the Report of their Committee, I should have adopted *other arrangements*, which I then had in view, and which I could then have accomplished very advantageously for my family. And so firmly did the Consistory believe this, that they did not venture to risk the consequences of adopting the original Report of their Committee. And what matters it who wrote the sentence which is inserted, so long as the *Consistory* made it their own act? Verily, if all the reports and resolutions which I have written were expunged from the records of the Consistory of Greenwich, those records would be rather blank!

With these notices I take my leave of the Reply. This consistorial libel contains, I venture to affirm, as much misrepresentation as any pamphlet, of the same number of pages, which was ever published; and for this misrepresentation a most awful responsibility rests *somewhere*. Whatever may be said of the manner in which I have exposed that misrepresentation, I shall cherish the consciousness of having done *my duty*, in holding up to public *reprobation* the *wickedness* of that man, whoever he may be, who, on such false and childish grounds, would make use of his influence over a few illiterate men, to ruin the character and destroy the prospects of a minister of Jesus; and the *cowardice* which induced him, in making his attack, to shelter himself behind the battery and under the cover of the Consistory of the Church of Greenwich.

As to the *form* of this individual consistorial attack, I certainly have no reason to complain. I have, from the beginning, considered the publication of the Reply as one of the many kind in-

stances of providential interposition, which I have had to record in the course of my life. But for this, I should have been forced to lay under false verbal imputations, without the possibility of counteracting them as extensively as they had been made; and the sincere wish of my heart is, that if my *adversary* has any other proof to give of his long-cherished malevolence, it may be the publication of just such a book as the Reply; a reply which *replies* to nothing I had said, but abounds with allegations altogether foreign to the original ground of controversy; and which have been disproved by unimpeachable testimony, *the records of Consistory*, and the decision of Classis. I have only to state, in conclusion, that I owe it to myself, my family, my friends, and the Church of God, to repel every attack that may be made upon my moral character. I have indeed been “cast into the furnace;” but “a redeeming Spirit” has hitherto been “seen to walk with the sufferer through the flames, and to preserve him unhurt by the conflagration;”* and I have the fullest confidence in God, that, in relation to any future attempt to injure me, I shall be able to say, what, owing to a kind Providence, I can say of the Reply:

“Yea, even that, which *mischief* meant most harm,
Shall, in the *happy trial*, prove most goodly;
Evil, on itself, shall back recoil.

Milton.

Greenwich, New-York, March 22. 1819.

ERRATUM.

On page 55, fourth line from the bottom, for “*I may have many*,” read “*May I have many*,” &c.
