

Argument in the Church Case, in Equity.

Reported by B. F. Schweier.

Last week, William Selbert, Master in Equity, in the case between John N. Moore, President of the Board of Trustees of the Presbyterian Congregation of Cedar Spring...

Mr. Barnett, of Bloomfield, opened the argument on behalf of Lost Creek congregation, the plaintiffs in the case.

He said that it is only a question of property right, an impertinent question at all times. It is a source of regret that the same people, but the plaintiffs are not in court of their own free will; they are before the court because they have been driven there because their property rights have been questioned, and yet it is not proposed to inflame the question. It is not proposed to enlarge the breach between the parties. It shall be their endeavor to pour oil on the troubled waters. In meeting the trouble they have recourse to a case in equity, which the defendants allege in their answer is not the correct method of procedure.

The second section may be said to reach the foundation of the question on the equity point; it is the authorization of the work of the Trustees of the church, and we do maintain that the Trustees of Lost Creek are the proper authority to see to the temporal wants or requirements of the congregation. There is nothing in the Bill in Equity to prevent exact justice from being done between the parties. No complaints have been made by any one who is not a party to the bill. The answer is simply a technical answer. Technical answers will no longer do; the time has gone by when courts may be held down to technicalities.

Equity, justice, stands high above a technicality. What is wanted here is justice. It is immaterial whether the bill was signed by E. D. Parker and George Wilson or not. Trustees will be always compelled to give their names to any and all movements in a congregation to secure justice between all members, and whether the names of Mr. Parker and Mr. Wilson was on the bill is not material. Here the plaintiffs claim the right to maintain the rights of the congregation, or the church. The remedy is a Bill in Equity. Mr. Barnett read from many books to maintain the position that he took on this point. He continued: They discard the bill, on purpose to do so, and say that a writ of ejectment should be our remedy. They maintain that ejectment would be the proper remedy. They are in great error. A bill in equity is our remedy, and the board of trustees are the legal officers of the church and congregation to see to the application of the remedy. A bill of ejectment would not be our remedy in a case like this.

They put great stress on the action of the Ecclesiastical or Church courts; but all of their action is entirely outside of the case. The action of the Ecclesiastical courts cannot interfere with the operations of the civil courts. The laws of astronomy, laws that govern the moon and stars, might as well have been brought in here and an effort made to apply them to the case. The Ecclesiastical courts have no civil powers, and consequently have no application in this case. When a man withdraws from a corporation, or partnership, he leaves behind him all the laws by which the corporation or business was conducted. He may join another corporation, or form a new partnership, but that is a new concern and has laws of government that have no connection whatever with the one from which he withdraws. Illustrations were introduced to prove the point of withdrawal, and that withdrawal or secession does in no way affect the laws that govern the body withdrawn from. Where then are the parties of the other side? They are outside of the corporation. Ecclesiastical courts cannot sever corporation rights. The property right is a question of law, and the Ecclesiastical court has nothing to do with the law—Reports read—Ecclesiastical courts can only advise.

At this point the court adjourned for dinner. After dinner Mr. Barnett resumed the argument, and re-stated the points of the morning speech. Resuming—The action of the Ecclesiastical court is impertinent in one point. It is an important fact that it has departed from the prescribed duties of the trustees in this corporation. They do not as they used to do. Instead of the regular action, they have a Committee of Ways and Means—a body not recognized by the corporation, a committee, or body outside, and entirely unknown to the corporation. They have added a new congregation to Presbytery. Dr. McLean in his testimony said there is one more new congregation on the roll of Presbytery—a

separate and independent congregation, gotten up by your committee. A separate and independent organization was established at Millintown by the Ecclesiastical court...

What are the chartered rights? In answer to the inquiry Mr. Barnett read the charter. The charter contemplates that the six trustees—four of which shall constitute a quorum—shall provide for the temporal requirements of the corporation or church. The parties were held together by the charter, and when a number of the membership was cut away by the action of ecclesiastical bodies, it was a violation of the charter.

The notice was signed by eleven members of the Millin congregation, and was the cause of a meeting being held by the Lost Creek congregation to take action on the question. From the preliminary meetings, Mr. Parker followed the proceedings in the case of separation through the several Ecclesiastical bodies up to the time when the Bill in Equity was framed and issued. From the actions thus had he concluded that Lost Creek understood the movement in the light of a separation, and not as a secession movement.

It is a well established principle that an Ecclesiastical court should be the best judge of the action of the church and its officers—Read records on this point—Presbytery has power to make a division, on the petition of a majority or on the petition of a minority, when notice has been served. It seems to be clear that regular notice was served upon both parties. There had been a violation of chartered rights to a certain degree. Certain members of Lost Creek participated in the preliminary steps looking to separation, prominent among whom are Mr. Doty and Mr. North. They also worshipped with the Millin people, and by reason of this conduct they sanctioned the work of separation, and they should be estopped from coming in here to complain. He spoke of the order of preaching in the old order of things.

The question of abandonment. There was nothing to show that the Millin congregation thought of abandoning the church property after the storm. On the contrary, there is evidence in abundance that the question of abandonment was not thought of. The walls of the abandoned church showed that the building was not in a property safe condition, and the Millin congregation were justifiable in leaving the building. There is nothing to show that when the storm came along and unroofed the building that the thought of abandonment had ever been entertained.

Mr. Barnett's argument is based on the assumption that this people had seceded. All the evidence cited from the books by him shows that a schism existed to a certain degree; that is what they say. It has not been shown that a schism exists here. If the people of the congregation could live so long under the charter, where is the offering to complain of? Where is the injury? If the action complained of is outside of church rules and regulations, where is the just thing to complain of? If it is not schism, it should be dismissed.

largement of the grave-yard in this place, and yet they claim the grave-yard. They talk about outraging the charter. Rev. Hutchinson collected his own salary; the trustees did not do it for him. What a terrible violation of charter rights that was, and it was of 40 years' standing. Oh, it was dreadful! After his death, pew rents the salary was collected by other officers of the church. The point of all the financial and historical history is to show that for 70 years the congregations were separate in their action, and that has something to do with the consideration of the question.

On the point of separation. Lost Creek expressed themselves as opposed to separation of charter, and ecclesiastical union. The Lost Creek congregation asked Presbytery not to grant a new church, and it was not Millin that got up the impression of a new church. The organization of the committee by Presbytery, to examine into the question of separation, before the Synod, before the General Assembly, were interesting and highly important movements that in the main went up on appeal from Lost Creek, and yet my learned friend says they have nothing to do with Ecclesiastical Law. Was that pouring oil on?

Mr. Doty was spokesman for the commissioners of Lost Creek that appeared in the General Assembly, in New York. He asked the Assembly to reverse the action in favor of separation that had been passed in the lower bodies, Presbytery and Synod, and he would guarantee that separation would be made with consent of Lost Creek in less than three months. They complain of a want of spiritual warmth in the church, but who ever heard of men going to a corporation charter for spiritual comfort? Spiritual want? Why, Huntington Presbytery supplied Lost Creek with 19 different preachers, who preached for nine since the action of the General Assembly, and that was service by more preachers than they ever had before.

It is also noteworthy that James North, Judge Burdick, E. S. Doty, and others, have attended upon the worship of the Millin congregation in the church in this place since separation. We have seven points of facts to present. The first is, that the bill in equity is not the right remedy for the plaintiffs. Their remedy is by ejectment. A bill in equity will lie in such cases as were cited by Barnett. Equity is the remedy in the cases that he quoted from 17 books, but the cases are not like this case. The trouble was in congregations that worshipped in one building; the trouble was not among people that had two separate congregations, and two separate meeting houses. In the cases cited by Barnett, there was no schism, and here Lost Creek comes in and claims that they never seceded. The case would lie where the learned counsel applied it, where there was a joint occupancy of a building.

If their rights have been invaded their remedy is by ejectment. Doty and Burdick and North could come in with a bill as in the cases cited, but they are not Lost Creek congregation; they could come because they attended in the church building here, but they are not Lost Creek congregation. If you have no right in law by bill in equity, you have no standing.—Read some reports as read by Barnett.—The case does not apply here, because the trouble was about the one and same building.—Other cases were cited.—How will you get us out excepting by ejectment.—Reference to reports.

A second fact, that of the Ecclesiastical bodies separating the congregation, installing preachers at Millintown, is within the jurisdiction of the civil judicial tribunal. I meet you broadly, unless it affects the title of property. On the right of an Ecclesiastical standpoint you have no right to touch it. On the property question tear it up by the roots. The installation of a preacher beyond the court. Lost Creek appealed to every tribunal from Presbytery to the General Assembly, yet in section 6, they declare it was in violation of the constitution of the church.—Parker here read from court records.

to give Lost Creek title to property that they never occupied. It is true that trustees have control of the temporalities of the church; they see that the temporalities are properly conducted. All other officers that they may exercise is usurpation. They claim that they have abandoned the church; that we seceded; that we departed from the corporation. It is a fact that Lost Creek has been accepting the situation; it has been accepting a preacher for a period of four years, and that is accepting the situation. If they accept the situation for six months why not forever?

It is a fact that the charter is not the original grant or government; that the original grant is the Glebe land grant; that's the original document that controls when in trust. It is the original grant, and not the charter. If there is a conflict between the charter, then we fall back on the Glebe land claim. It is a fact that we have not abandoned the church. A certain preliminary meeting in the church building in Millintown, Lost Creek people would not meet with us in the same room. We are not in possession of our property because of the certain acts and events over which we have no control.

The right of property cannot be affected by the mistakes of Ecclesiastical bodies. If they suffer, whose fault is it? Therefore there is no probability of a decision against us; the bill must be dismissed. The principles of the books are with us, and can't apply in their case, for all the case mentioned have reference where the church building was used in common, and the trouble was a schism in the congregation; the principles are in our favor, and as solid as the floor of the old church. It is not true that we are Christian believers, as was indicated by an editor who is now sitting by, when we agreed that preaching be held in the old church. We were not doing more than the old form did when he posted notices on his farm forbidding men from hunting and trespassing on his property. We were only trying to protect, as he was trying to protect his property rights. Mr. Parker spoke strongly on the question of the effort to take the property right of the grave-yard away, and concluded by saying—

We have then on our side an impregnable front or position. First, that their Bill in Equity is a mistake. Second, that the action of the Ecclesiastical Court is invalid. Third, the action of the Ecclesiastical Court is binding, final, unless the title of the property is affected. Fourth, the charter is not violated by the employment of two preachers, for it is silent on that point. Fifth, Lost Creek has accepted the situation. If a conflict exists between the charter, then we fall back on the Glebe land claim. Sixth, there was no abandonment of church property in the case. Seventh, there was no abandonment of church property in the case.

Wm. A. Spensler, Esq., followed Mr. Parker, in the discussion. He said: Order is Heaven's first law; antagonism results in friendship to peace and harmony. I shall speak of the case only as the records reveal it. What is the subject matter between the parties? The great mass of the record is not applicable; it is ruled out. It is of no account where the church sprang from, but the fact is that a corporation was started in 1807—the Cedar Spring Congregation. That was the manner; what was the object? It was of a spirit, who desired to worship God; that was the object. It was a Christian act, and from 1807 to 1875, it existed as a Christian unity. But in 1875 seeds of discord were sown, and sprang forth, and grew, and unfolded itself till it permeated the whole community. Was it Father Hutchinson, or Father Allison? No seeds of discord were sown by them, and whenever the poisonous plant appeared while they were among us, they pinched the morsel, and when they could be here to-day they would send you back to your first love.

The gentlemen on the other side have mistaken the facts of the case as to the distribution of the Glebe land fund. You have had a history and data of the churches, that the Glebe lands were sold and the proceeds divided between the congregations, and they wind up their nicely woven history by telling that their congregation got its proportion of the funds arising therefrom. The testimony of the old records show no such thing. My hand—(showing book)—that proves that one thousand dollars is due Lost Creek since the year 1822, with interest. That covers a period of over fifty years. The fact is, the churches existed before the building of the brick churches, which were built by the common congregations, and that is where the one thousand dollar indebtedness comes in. The Glebe land grant does not cover the money that has been so nicely set over to their side by counsel for the defendants. Lost Creek complained of the acts of the Ecclesiastical bodies. Their complaint is set forth in the legal papers before the Master in this case. They complain of a prayer by the Millintown people, that declared that the unity of the congregation no longer exists; a prayer that declared that Lost Creek by herself can support a preacher; a prayer that declared that the field or charge is too large for one man to work; a prayer that the unity of the congregations must be broken because the interest of the Master's kingdom demands it. They complained of all that, because if such a remarkable prayer as that could be heeded and answered, it would put suffering and death upon Lost Creek.

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“Was clear” for the committee that was sent by Presbytery? Who did the committee meet? The plaintiffs are in court to save their life. How they have set Lost Creek adrift to wither and die. That is what the committee did. They say the committee had the right to do what they did, under the Ecclesiastical powers. Perhaps they had, but was it discreet? Presbytery have the right, if they believe the interest of religion will be promoted, to separate a congregation, if the “way be clear.” Did the committee do that? If they found John N. Moore, and E. S. Doty in the way, the committee should have returned and reported to the committee of Presbytery. They did not report on the question of a “clear way.” Here Mr. Spensler read from books, showing that Presbytery has in a number of cases refused to divide congregations because division would be death to a portion of the congregation. He arraigned Huntington Presbytery for indiscretion. The committee came in the interest of Millintown; shall they strike the match of life here and smother the dagger in the heart of Lost Creek? Was that the spiritual mission of the committee of Presbytery? They did not report on the question of a “clear way.” No! They separated the congregations. They established the church in accordance with the several propositions that was voted for, and set the Millintown congregation in the old place. They cared nothing for Lost Creek; they considered their old fogies, whose Sabbath days begin on Saturday at noon and last till Sunday evening. Go out! You may starve and die on the cold hills of Pennsylvania. Oh! go back to God and pray for forgiveness for your bad acts of severance.

They try to make a point by declaring that Lost Creek has more preaching than it had before the perpetration of the acts that they complain of. If they have more preaching, it is not owing to the men who separated them. Let no one get such a mistake into their mind; let no one get it into their mind that they want to have preaching without limit to the Lost Creek people, for that mistake would have to be got rid of in the light of the fact, that when Huntington Presbytery sends a preacher to preach, they set the watch dogs all around to give notice that he shall not preach anywhere but at Lost Creek.

The corporation had two objects. The primary object was to worship God; it is that which gives life and vitality to the church. It is a fact that they later broken under the cord that bound the congregations together. It is a fact that Rev. Sherman ceased to be the preacher of the common congregation, not because he was not wanted, but because Millintown severed or cut the cord. The congregation here is a new and distinct organization, and is no part of Lost Creek. Where would Rev. Sherman get his salary, in case it should not be paid? Do the trustees of Lost Creek provide for the payment of his salary? Under the charter the trustees have the controlling of the temporal powers of the church. Mr. Spensler drew a pencil drawing to illustrate the strangulation process that had been put upon Lost Creek. The edicts of Ecclesiastical courts cannot affect the lawful work of the trustees. If the Master in this case, or if he, Spensler, should turn infidel, or should declare that there is no God, then they would become subjects for excommunication by the Ecclesiastical courts, but so long as they are orthodox in their doctrine the Ecclesiastical courts affect only spiritual things. Millintown says, get out. But you cannot blow hot and cold. No, no, you cannot say, we are with you in the property, but we are against you ecclesiastically, and just there is the point in the case. We are all sorry. Barnett is full of oil and he poured oil over brother Parker, but brother Parker is full of powder; if he had followed the Christian spirit as expressed by McWilliams, and others when they asked Ecclesiastical bodies not to separate the congregations, that the “way was not clear,” we would have no sorrow. The committee was ordered to come here and organize a new congregation, but lawyers told them that would sever the corporate interests of them. Lost Creek could not have prevented the organization of a new congregation. Look at the work of the committee, in Presbytery at Port Royal, see the railroad speed with which the case was there put through, look at the record in the case for that. I call particularly on the Master to examine the action of the Committee and Presbytery on the case at Port Royal. The people of Lost Creek have only put up their hands to save their face.

They gave Lost Creek notice that they would organize a new congregation, that was the notice Lost Creek got, and instead of that they divided the congregation. It was saying, I'll take off your foot and then proceed to take off your head. The Master here interrupted Mr. Spensler, and asked him what he meant when he said there was nothing to prevent the organization of a new church. Mr. Spensler said that Mr. Doty or any other member of the Presbyterial church, could withdraw on certificate from a congregation, and then organize a new congregation and ask to be recognized by Presbytery. A minister can give certificate of withdrawal to members in good standing but he cannot divide a congregation. The Millintown people seemed at first to go into a movement to withdraw on certificate, and organize in that way. They did not do that, however, very long. They were instructed against the certificate business. When they commenced drawing the certificates for a new organization, they failed to notify Lost Creek that they proposed to divide the congregations. They did divide the congregations through the instrumentality of the Ecclesiastical Courts without having served notice on Lost Creek. They did that which the law forbids. The attention of the Master was particularly directed to the law that Parker spoke to, which was relative to the legal quality of the Glebe land grant as prescribed in the charter under certain circumstances. It is old law. He pronounced the Holsberg charter, to which Parker referred, as not a parallel charter, excepting in one or two unimportant particulars.

Register's Notice. NOTICE is hereby given that the following persons have filed their accounts in the Register's Office in Millintown, and that the same will be presented to the Court for confirmation and allowance, on TUESDAY, MARCH 16, 1880. 1. The first and final account of Christian G. Shelly, guardian of Henry A. Bennett, minor child of Nancy Bennett, dec'd, late of Delaware township, deceased. 2. The first and final account of Abraham Partner, Administrator of John Partner, deceased, late of Milliford township. 3. The first and final account of I. D. Wallace, Executor, dec'd, of Joseph Holman, deceased, late of Waterloo township. 4. The final account of Erna Smith, Administrator of Nancy Coffman, deceased, late of Fayette township. 5. The first and partial account of David G. Shellenberger, Executor, dec'd, of Christian Sjollenberger, deceased. 6. The account of Samuel Stineland, Administrator of Jacob Stineland, deceased, late of Greenwood township. 7. The account of J. Porter Holman, Administrator of John S. Corgill, late of Greenwood township deceased. 8. Account of Rebecca E. Smith Ad. Administrator, and James North Administrator of J. M. Keppner deceased. February 16, 1880.

Administrator's Notice. NOTICE is hereby given that letters of administration, on the estate of R. E. Thompson, late of Delaware township, deceased, have been granted in due form of law to the undersigned, all persons knowing themselves indebted to said estate are requested to make immediate payment, and those having claims will present them properly authenticated. URSIA SHUMAN, Administrator. Feb. 11, 1880.

Administrator's Notice. NOTICE is hereby given that letters of administration, on the estate of Peter Beshear, late of Fayette township, dec'd, have been granted in due form of law to the undersigned, all persons knowing themselves indebted to said estate are requested to make immediate payment, and those having claims will present them properly authenticated for settlement. ANDREW BESHEAR, Administrator. Feb. 11, 1880.

Traveler's Guide

Table with columns: LEAVE WESTWARD, STATIONS, LEAVE EASTWARD. Includes Pennsylvania Railroad and Time-Table.

Pennsylvania Express leaves Philadelphia at 11:50 a.m.; Harrisburg 4:20 a.m.; Dunncannon 4:50 a.m.; New York 6:14 a.m.; Millin 6:56 a.m.; Lewisdown 6:58 a.m.; McVeytown 6:41 a.m.; Mt. Union 7:06 a.m.; Huntington 7:28 a.m.; Petersburg 7:44 a.m.; Spruce Creek 7:55 a.m.; Tyrona 8:18 a.m.; Bell's Mills 8:23 a.m.; Altoona 8:50 a.m.; Pittsburg 1:45 p.m.

Fast Line leaves Philadelphia at 11:50 a.m.; Harrisburg 4:45 a.m.; McVeytown 5:25 p.m.; Lewisdown 5:27 p.m.; Huntington 6:25 p.m.; Tyrona 7:08 p.m.; Altoona 7:40 p.m.; Pittsburg 11:45 p.m.

Fast Line West, on Sundays, will stop at Dunncannon, Newport, McVeytown, Petersburg and Bell's Mills, when flagged.

Philadelphia Express leaves Pittsburg at 4:50 p.m.; Altoona 10:00 p.m.; Bell's Mills 10:18 p.m.; Tyrona 10:33 p.m.; Spruce Creek 10:48 p.m.; Huntington 11:16 p.m.; Lewisdown 12:30 p.m.; Millin 12:54 p.m.; arrives at Philadelphia at 2:40 p.m., and Philadelphia at 7:30 p.m.

Pacific Express leaves Pittsburg at 1:10 p.m.; Altoona 6:15 p.m.; Tyrona 6:51 p.m.; Huntington 7:18 p.m.; Mt. Union 8:03 p.m.; McVeytown 8:25 p.m.; Lewisdown 8:50 p.m.; Millin 9:12 p.m.; Spruce Creek 9:27 p.m.; Altoona 10:20 p.m.; Harrisburg 10:55 p.m.; arrives in Philadelphia 3:00 a.m.

Pacific Express leaves Philadelphia at 3:15 a.m.; Altoona 7:41 a.m.; Tyrona 8:14 a.m.; Harrisburg 8:45 a.m.; McVeytown 9:30 a.m.; Millin 10:16 a.m.; Dunncannon 11:19 a.m.; Harrisburg 11:50 p.m.; arrives in Philadelphia 3:40 p.m.

Pacific Express East on Sundays will stop at Bell's Mills, Newport, McVeytown, Petersburg and Bell's Mills, when flagged.

Atlantic Express on Sundays will stop at Mill Creek, Mifflin and Marysville, when flagged.

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CAUTION. ALL persons are hereby cautioned not to allow their dogs to run, or themselves to hunt, gather berries, break open fences or cut wood or young timber, or in any way trespass on the lands of the undersigned. J. H. WALLACE, LEMUEL RAUSBY, J. H. WALLACE, MATHIAS CLARK, JOSEPH A. ROSS. [Jan 28, 1880-ly]

CAUTION NOTICE. ALL persons are hereby cautioned against trespassing on the lands of the undersigned in Delaware township, dec'd, for the purpose of cutting timber, fishing, cutting timber, or for any other purpose. LEVI LIGHT, HARRISON MEDICK. sept. 2, 70-ly

NOTICE is hereby given that all persons found trespassing on the lands of the undersigned in Delaware township, dec'd, by fishing, hunting, cutting timber, building fires, or in any way whatever, will be dealt with as the law directs. R. W. HUMPHREY, GEORGE SPEAKMAN, MRS. C. FARRE, MRS. MARY KECH. may 14, 1879-4f

Advertisement for Sentinel and Republican newspaper, including subscription rates and contact information for J. E. Wooten, General Manager.