

COMMUNICATION

FROM

COMMISSIONERS OF THE KENTUCKY CONFERENCE

TO THE

LEGISLATURE OF KENTUCKY,

IN REPLY TO A MEMORIAL

FROM THE

TRUSTEES OF AUGUSTA COLLEGE.

—

LEXINGTON.

OBSERVER AND REPORTER PRINT.

.....

1843.

This page in the original text is blank.

TO THE
HON. THE SENATE AND HOUSE OF REPRESENTATIVES,
OF KENTUCKY.

With a view to enable the legislature to judge correctly of the merits of a Memorial recently presented to your honorable body, from a portion of the Trustees of Augusta College, the undersigned, Commissioners in behalf of the Kentucky Conference, with full right and authority to act in the premises, would respectfully represent: That some twenty years since, the Kentucky and Ohio Conferences of the Methodist Episcopal Church, united in an application to the Legislature of Kentucky, for the charter of a College, which by agreement between the two bodies, had been located at Augusta, Bracken County, Ky., pledging themselves, in the usual form, to use their utmost exertions to endow and sustain the institution, as a respectable seat of learning; and the long continued exertions of the Conferences to this effect, have become matter of history, and must be well known to the Legislature of Kentucky. It is material to state, what is susceptible of the most conclusive proof, and without proper reference to which, the true position of the Kentucky Conference cannot be understood, that the location of the College, immediately on the boundary line between the two Conferences, proved unfortunate, and failed to secure the approval of the Church within the limits of either Conference, and the result was, it has always been with great and increasing difficulty, and only in a very limited degree, that the patronage of either has been secured, whether in the shape of funds, students, or otherwise. And this has been especially the case, for several years past, since the well known division of opinion and feeling in Kentucky and Ohio, in relation to the existing controversy on the subject of slavery, without being in any way attributable to either of the Conferences. Apart however from this last item, entirely, the Church in Ohio has, for years, and not, we believe, without good and sufficient reasons, demanded a College or University upon her own soil and within her own limits, and has long been resolved upon having one. And accordingly, *her proper representations* have repeatedly, in public and in private, as well as through the medium of the press, avowed such determination in behalf of the church.

And, on the other hand, the Church in Kentucky, equally dissatisfied, has demanded a College or University more centrally and otherwise eligibly located. Under these circumstances, it has long been felt by both bodies,

that the College at Augusta was not likely to accomplish the purposes of its establishment in the instance of either of the Conferences pledged to its support, and the attention of both has been separately directed to some other point presenting superior facilities for the purposes of collegiate education. And in accordance with such views and convictions; and in furtherance of what the Ohio Conference found to be her true interest and policy, she has for the last seven or eight years, been establishing successively, in various parts of her territory, high schools and academies in which the course of instruction has not materially varied from that in Augusta College, and in which she has been annually training at least *quadruple* the number of young men she has sent to Augusta. It is also well known, that for the last four years, the Ohio Conference has been engaged in the establishment of a University, now duly chartered, the President (a gentleman of distinguished ability,) and part of the Faculty appointed, with one of its departments already in operation, and to the support of which the Conference has publicly pledged its utmost exertions—that is, the precise support, in kind and amount, originally pledged to Augusta College. It is due to the Ohio Conference to state, that she has not withdrawn from Augusta College in any *other form or sense than the above*, and that she disavows the intention of any such movement at present; but with a University and several important high schools under her immediate patronage and control, whose effective management, in accordance with official announcement, will require the disbursement annually of at least \$10,000, and with an education fund yielding only a few hundred dollars per annum, what is the patronage of that body, even with the kindest intentions, likely to amount to, in favor of Augusta College? It is further true, and has been matter of notoriety within the limits of both the Conferences, that a large majority of the people of the county in which the College is located, have always been decidedly hostile to the Institution. They have even made it a question at the polls, and have formally attempted to wrest from the College the Bracken Academy Fund, the transfer of which has always been a source of dissatisfaction with the County. And when, a few years since, the Board of Trustees applied to the Legislature for a loan of \$5,000, the present representative from Bracken, then in the Legislature, *and a member of the Board of Trustees*, refused to sustain the application or vote for the loan, on the alleged ground that he had been instructed by the people of his county not to vote for such loan. This fact, and the effect it had upon the application, must be within the recollection of many gentlemen now members of the Legislature. And it is scarcely necessary to add, that the hostility of the county has always operated most injuriously upon the interests of the College, and

has greatly tended to produce indifference and alienation in other parts of the State, and particularly in Ohio and at distant points, where such opposition has been looked upon as strange, if not unaccountable. The indifference and alienation, and especially the discouragement, of which we speak, have been but too common and universal. It is as true as strange, that the actual endowers of the College, after giving liberally, and among them Trustees of the College, and even *Presidents of the Board*, have at different periods sent son and ward elsewhere, to be educated. We intend no censure; we speak of the fact only, and merely to show that what we assume was not confined to the ignorant and uneducated, who might be supposed to have groundless prejudices against the College. All these facts existed, as they now exist, with scarcely any exception, when the Kentucky Conference, in the autumn of 1841, first entertained the question of turning its attention to some point—some theatre, upon which its influences could be brought to bear more successfully than at Augusta. A variety of circumstances, however, essentially similar in character and bearing, in addition to the facts alluded to, operated as motives with the Conference, in the action then had upon the subject. This action was contingent, not final, and was in character, *the same kind of action had on the subject by the Ohio Conference, two years before*, and for which that body was denounced at Augusta, as the Kentucky Conference now is, and by the same persons. Among the additional reasons to which we refer, the following may be regarded as those most likely to fix attention upon the more important facts in controversy between the parties.

The Board of Trustees of Augusta College had failed to comply with an express written stipulation, to give the Conference security for funds raised by the Conference, and placed in their hands, and which by the original terms of the instrument, were to *revert* to the Conference upon a dissolution of the College, and it had been very plainly intimated that such security as that stipulated never would be given, and no such reversion, under any circumstances, ever take place. To understand the business character, together with the legal and moral bearings of the whole transactions, it will be necessary to premise, that the contract in question, can only be understood by reference to the appropriate original documents, two in number, one originating with the Board, and agreed to by the Conference, and the other originating with the Conference, and receiving the public sanction of the Board, at the time, through their special Agent, and a special deputation appointed by the Board, to attend to this specific matter, in conjunction with him. In the plan of endowment proposed to the Conference by the Board, is the following language: "The subscriptions shall be obtained, and the monies collected *by*

agents of the Conferences, and placed in the hands of the Trustees of Augusta College, to be funded safely and profitably, and the interest *only* applied faithfully, agreeably to the design of the donors, and not otherwise, the Board being responsible to the Conference, for the security and proper application of the capital and interest. And should the Institution ever be dissolved, by the withdrawal of the charter or otherwise, the endowment *shall revert to the Conference*, to be disposed of in any way they may see proper." It will be seen, that it was in response to the proposition from the Board, that the Conference after protracted deliberation and debate, in which the authorized representatives of the Board took an active part, adopted and its members gave their signatures to an instrument, by which they bound themselves to raise, and through their Treasurer, place in the hands of the Trustees, a given sum of money, upon specified conditions. The conditions to be fulfilled by the Board, in order to render the contract binding on the part of the Conference, are 1st. *Proper security* must be given for the safety of the fund. 2d. This security includes, also, a faithful application of the interest, to the support only of the Professorship endowed, and 3rd. In this way, the reversion of the fund, was to be secured, in the event the College is ever dissolved, from whatever cause. This is the only instrument, by which either Conference ever bound itself to raise or pay money. These are the only conditions on which they agreed to do it. On these terms the Trustees accepted the money, and without having complied with a single condition of the contract, claim it as their own. It should be borne in mind too, that the contract is denied by the President and Trustees of the College. The Board have published and explained their denial at length. The President has stated explicitly, that he knew of no document or instrument, binding the Board to give security for the funds in question, and yet his signature is found to both the original documents from which we quote, the one emanating from, and the other receiving the constitutional sanction of the Board, in the manner stated. This view of the subject will present the true issue between the parties, so far as this matter is concerned, which has been a principal ground of action with the Kentucky Conference, and was once ground of grave negotiation between the Board and the Ohio Conference.

The plan of endowment was first submitted to the Ohio Conference, and by a *joint committee* from the Conference and Board of Trustees, the Conference subscription paper was adopted, as the completion of the outline plan submitted by the Board, and through its proper organs, was as fully accredited by the Board as by the Conference. The committee was numerous and intelligent. In behalf the Conference, were Rev. A. W. Elliott, Rev. T. A. Morris, Bishop, and Reverend John Collins. The Board was repre-

presented by Rev. J. S. Tomlinson, President of the College, Rev. J. B. Finley, Marshall Key, Esq., and S. G. Shropshire, Trustees, and Treasurer of the College. Of this committee, J. B. Finley was chairman, and J. S. Tomlinson, Secretary. The instrument agreed upon, after the most minute inquiry, was reported to the Conference, in the following words: "The committee having met and examined the plan, submitted by the Trustees of the College, for endowing Professorships in said College, resolved, that the said plan, *with the amendment thereto made by said committee*, be submitted to the Conference for their consideration and approval."

J. B. FINLEY, *Chairman.*

J. S. TOMLINSON, *Sec'ry.*

What the committee added, by way of "amendment" was simply to throw the plan of endowment into the shape of a subscription paper, and render the item respecting security as the Board had previously authorized, if necessary, more explicit and binding, as without it the Conference refused to subscribe. The question of security was debated in the Conference at great length. The agent of the College, H. B. Bascom, was called upon to know what *kind* of security would be given. He replied he was not authorized to say *what* kind, but was authorized to pledge the faith of the corporation, that good and sufficient security would be given.

Judge McLean was called upon, as a member of the Board of Trustees, and in an address to the Conference, assured them, that after what had taken place, he considered the Trustees bound in law and honor, to give what is usually understood to be good security for the funds they might raise. Bishop Soule and Rev. O. M. Spencer, members of the Board of Trustees, sustained the statements of Judge McLean and Mr. Bascom, and the Conference immediately subscribed \$10,000. We appeal to more than fifty living witnesses in the Ohio Conference, to sustain the statement, that but for the explanations and assurances of Judge McLean and Bishop Soule, in support of those of Mr. Bascom, the Ohio Conference would not have subscribed at all. The manner of proceeding at the Kentucky Conference, a few days after, was precisely the same. The Ohio Conference subscription paper was adopted without the change of a word, as it regarded the terms of subscription, the Agent and deputation from the College, Messrs. Bascom, Landrum and Hawkins, acted the same part performed by the Agent and deputation at the Ohio Conference, and the Kentucky Conference followed the example of Ohio, and subscribed \$10,000 also, as the endowment of a separate Professorship. The Rev. G. C. Light, a member of the Board of Trustees, was also present, and one of the original subscribers. The Conference, the Agent and the deputations, all understood the subscription paper, as simply

embodying in the form of an obligatory instrument, *the terms proposed* by the Board, and it was agreed to by all accordingly. At any rate, it is the only instrument upon the basis of which either Conference ever promised to pay money to the Board of Trustees, and from it, we quote the following: "The money subscribed is to be paid to *the treasurer of the fund in behalf of the Conference*, who shall place it in the hands of the Board of Trustees, to be safely and profitably funded, and the *interest faithfully applied to the support of the Professorship endowed*, the Board giving to the Conference," through their Treasurer, "PROPER SECURITY for the capital, and should the College ever be dissolved, by the withdrawal of the charter or otherwise, then this fund shall revert to the Conference, to be disposed of, in any way they may see proper." "We therefore agree to pay to any *authorized agent of the Conference*," "agreeably to the terms stated." The inquisition with regard to security, was severe and extended in both Conferences, and we are confident, that nearly all the original subscribers, in both conferences, will sustain us in the statement, that but for the security pledged in the contract, the 20th part of the sum, would not have been obtained from either Conference. The undersigned were themselves subscribers, to the amount of largely over a thousand dollars, and they certainly would not have subscribed at all, but for the security pledged by the board. When the committee of investment from Ohio, in 1836, consisting of Rev. Messrs. Elliott, Wright and Christie, proposed paying over the Ohio fund, they required security by mortgage upon real estate. This the Board refused to give, but offered *personal* security, which was refused, and the money was taken back to Ohio. The matter was in controversy for several months, and when finally the Board was satisfied, they could not get the fund on personal security, in 1837, they waived all right, and proposed to the Ohio Conference to invest it in the Book concern at Cincinnati, and simply draw the interest. The first payment by the Kentucky Conference was made by the Rev. Wm. Adams, then Treasurer. He claimed the security of the contract, which it was alleged at the time, could not then be given, as the President of the Board was absent. Security was promised, however, at a subsequent period, but this was refused, by Mr. Adams, who, instead of paying the money to the College Treasurer, left it with H. B. Bascom, upon personal assurance from him, that he would indemnify Adams against all liability. The Treasurer of the College pledged himself, both to Mr. Adams and Mr. Bascom, that the security should be given, and proposed to Mr. Bascom, that he would bind himself, in a receipt to that effect. A receipt was presented, drawn, it was said, by M. Marshall, Esq. Mr. Bascom objected to the receipt, as not sufficiently explicit. Mr. Shropshire frankly admitted it, but pledged himself to Mr. Bascom, that the

security should be given in due form, upon which assurance, the money was paid over. Mr. Bascom succeeded Mr. Adams as 'Treasurer, and made his first payment in 1835, when Mr. Shropshire proposed to him, as the payments were not large in amount, to receipt to him in the form he had before, and assured him that so soon as the amount became considerable, he would see that security was given. Mr. Bascom only required good personal security, and on the basis of this arrangement, continued to pay out to the College Treasurer. In Mr. S's. receipt is the following language, which he said, Mr. Marshall had dictated, as recognizing the obligation to give security: "Which amount, is to be invested, and in all respects used, agreeably to the *stipulations* existing between the Kentucky Conference, and the Board of Trustees of Augusta College." As by the stipulations alluded to, the right of investment accrued to the Board only upon the condition that they *give security*, it must have been the design of the receipt to recognize this principle and the College Treasurer individually not less than the Board is in equity bound for the whole amount. These are the facts in the case, and present the subject in its original and proper light. Before dismissing the topic, however, it may be proper to add, that the plan of endowment in question, was presented in outline to the Board, at their February meeting, in 1833, and Mr. Bascom was appointed their agent to carry it into effect. At this meeting, the subject of security was discussed at length, but left unsettled, except that all agreed, that the Conferences were not likely to act without security. At this time Johnston Armstrong, of Maysville, was 'Treasurer of the Board of Trustees, and so perfectly satisfied was he, that the Conferences would require, and the Board give security, that he made a formal proposition to the Kentucky Conference in writing, proposing to take the whole fund himself, and give security for it by mortgage upon real estate, in behalf of the Board of Trustees. Is it conceivable, that *two hundred well informed men* could have misunderstood the Board of Trustees, under the whole train of consecutive circumstances detailed in this communication? On the Journal of the Ohio Conference for 1836, will be found the following entry: "*Resolved*, That a committee be appointed, to pay over the monies collected for the McKendree Professorship, to the Board of Trustees of Augusta College, and *take from them PROPER SECURITY for the same.*" The committee appointed, and the result of their visit to Augusta, have been already noticed. It is susceptible of proof, that the committee performed the duty assigned them, and that the facts were, as stated before, the published denial of the Board, notwithstanding. The offer to pay over the money according to contract, was called a "transfer," but was such only in accordance with the preceding statement, and the Journal of the Ohio Conference, for 1837, reports: "*Resolved*,

That the Conference accede to the *proposition of the Board of Trustees of Augusta College, to invest the funds of the McKendree Professorship. in the Book Room at Cincinnati.*" And as confirmatory of this whole view of the subject, when in February, 1833, the Board directed Mr. Bascom to use all necessary exertions to accomplish the endowment project, and the fear was strongly expressed, and generally consented to, that he would have to pledge security in order to secure the zealous action of the Conferences, the Board to meet the contingency, gave him the following general, yet special commission:

"AUGUSTA COLLEGE, Feb. 5, 1833.

"The Rev. Mr. Bascom, is authorized duly, by the Board of Trustees of Augusta College, *to act at discretion, as general and permanent agent of the Institution.* Signed in behalf of the Board.

JOHN ARMSTRONG, *President.*"

This unlimited authorization, continuing in force from date, until the hour of Mr. Bascom's resignation, the 5th of March, 1842, is quite sufficient to protect him and the Conferences from the insinuations, ungenerous as they are unfounded, with which they have been assailed at Augusta. Moreover, had the Conference subscription paper, originated with Mr. Bascom alone, which we have seen was not the fact, his action would have bound the Board of Trustees, as effectually, as they *could* have bound themselves, had they all been personally present and consenting, instead of a special deputation acting conjointly with the agent in behalf of the Board. At the time the subscription paper was adopted by the Ohio Conference, the President and Treasurer of the College and at least seven members of the Board of Trustees were present, and at the Kentucky Conference three more were present, with the agent and yet the Board say by formal publication they never heard of it. Mr I. Collard, a trustee, lends his name to this statement, and yet his name is on the original document, as one of the subscribers. Three hundred and fifty copies were printed and distributed throughout the length and breadth of the Conferences, and yet it was never heard of, by the showing of the very men who gave it legal existence and sanction, in behalf of the Board. Besides, the plan of endowment submitted by the Board, proposed the very step, the specific form of action on the part of the Conferences, to which they *except.* In this plan the Trustees say "Let a subscription be opened," and the agent was directed to propose one. The whole subject was canvassed in the Board at length. He asked of the Board express instructions, as to the language he should employ respecting security. Real estate security was advocated by some. This was decidedly opposed by M. Marshall, Esq. and others, and was rejected. The agent proposed the terms, "good and sufficient security," but finally, upon the suggestion of some one, the terms "*proper*

security” were agreed upon. If then, after all this, it be true, as now affirmed by the President and Trustees of Augusta College, that they *never intended* giving security, did they or did they not, by their own showing, seek to obtain money from the Conferences, under false pretences? It will readily occur to all, what effect such a state of things must have had upon the Conferences and the church in Kentucky.

Nearly the whole amount of the Bracken Academy fund, transferred by the Legislature to the Trustees of Augusta College, and appropriated as the endowment of the “Bracken Professorship of Languages,” except the unrecovered part, in the hands of the defaulting Treasurer, had been recently consumed, principal and interest, to meet the current expenses of the College, and the permanent resources of the Institution, were thus reduced in amount, some ten thousand dollars, more or less. To indemnify themselves against liability, in the instance of this consumption, the Trustees, without the knowledge of the Conferences, had procured a lien upon the College property by legislative enactment, to the amount, say of \$13,000, and the property thus liable, was alienated from the Kentucky and Ohio Conferences and placed beyond their use or control, except at the will of others, and the Institution was not only so much poorer, but property which the Conferences had regarded as their own, was now held and occupied by a tenure, depending entirely upon the management of the Board, without remedy by the Conferences, and the bonus consideration, originally influencing the Conferences in the selection of Augusta, now ceased to exist.

The interest of the funds raised by the Conferences has never been applied as expressly stipulated in the contract, but in direct violation of it, has been applied to any and every purpose, connected with the disbursements of the Board, without reference to the Professorships endowed by the Conferences, to the support of which only it is declared applicable by contract.

The President and Treasurer of the College, had both assured members of the Kentucky Conference, that without an increase of funds, beyond what we had any reason to expect, the College could not be kept in operation more than one or two years longer.

The President had in form, proposed to the Faculty, to remain for such term, say two years, until the funds of the Institution were consumed in fact, and then leave the College to its fate, and the Trustees, in his own language, “without the means of carrying it on,” when its abandonment could afford no right of complaint.

For the College year 1841-2, an arrangement was actually entered into with the Treasurer, at the instance of the President, as the best that could be done, to pay the Faculty, one half their salaries in goods and groce-

ries, and the balance in money, and even this arrangement was not met by a large amount.

The President had proposed borrowing money, belonging to the Kentucky Conference, before paid over to the Board of Trustees, in the fall of 1841, to be divided among, and held by the Faculty, as indemnity against the strong probability of the non-payment of their salaries by the Board, and this too, the specific sum of money, for which the Conference Treasurer, H. B. Bascom, has since been sued by the Board.

The President and many of the Trustees resident in Augusta, had frequently expressed the opinion, that in view of the policy adopted by the Ohio Conference in establishing a University of her own, indirectly but seriously affecting the hopes and interests of the College, it would be best for the College to dissolve with Ohio, provided the funds of the Conference could be retained by the College, and the propriety of proposing a dissolution to that body, had been repeatedly urged. The President moreover alleged, that many students from the South, were annually prevented from entering the Institution, because of its connection with Ohio.

The President had proposed the dissolution of Augusta College, at the instance of the Conferences, by repeal of its charter, or its reduction to a Grammar School, should more favorable auspices be presented to the church elsewhere, and he had especially urged it both in the West, and at the General Conference in Baltimore, in 1840, in relation to Transylvania University.

Moreover the President of the College, had repeatedly assured members of the Kentucky Conference, that a large minority of the Board of Trustees—a minority constituting the usual acting majority, at the meetings of the Board, were so decidedly and even overtly, inimical to the church and its interests, that unless they were removed from the Board, the Conference would be compelled to abandon the Institution, and he declared solemnly, at different times, that unless they were removed, he would resign his place and leave the College. And to show how deeply in earnest the President was, in relation to this measure, it is only necessary to state a single, but well known fact. A member of the Board, as the Bracken Academy Treasurer, was a defaulter to a large amount. The Board employed two of its members, a legal firm, to bring suit against him. The suit was brought, but before trial, the Board compromised with the delinquent, and by relinquishing a part of the debt, secured the balance and discontinued the suit. The legal advisers of the Board, Messrs. M. & W. C. Marshall, presented a claim of \$500 for services rendered. The claim was pronounced shamefully exorbitant, and was not admitted. The President and many of the Trustees took the ground, that even \$100 was more than full compensation for all the service

rendered, and that the claim was so manifestly unjust, it would be an outrage in itself, and especially upon the claims of others, to admit it. The aggrieved claimants were unyielding, and were about to sue. At this stage of the business, the President informed those concerned, that if the claimants were paid, he was authorized to say they would immediately resign their seats in the Board, and to secure a result so desirable, and relieve the Board of men so hostile to the interests of the church, as he regarded these to be, he proposed giving them \$500 of the College funds to get rid of them, and the appropriation, which had been several times negatived before, was made accordingly.

Before the Conference had taken any decisive step, or proceeded to any conclusive action, in relation to Transylvania, the President of the College had declared, that the funds the Conference had raised, would be liable for the *Bracken Academy fund*, and other debts of the Institution, and that the Trustees, instead of giving security for the funds, would, by legal process, take them out of the hands of the Conference entirely.

The President stated to members of the Conference immediately before the session of that body, in 1841, that he had nothing to propose to the Conference respecting the College, as he had come to the conclusion, that the Institution must cease operations, in the course of two or three years, at the farthest.

Not only the President, but W. C. Marshall, counsel for the Board, had threatened suit in the instance of the Kentucky Conference fund, before the date of the note of Mr. Bascom, refusing to account to the Board until instructed by the Conference, and the allusion of Mr. Bascom to legal process, was in reply to such threats. The statement, therefore, that he courted legal adjudication, is not true to the facts in the case, and misrepresents both his conduct and motives. His note merely alludes to legal adjudication, in failure of an amicable adjustment. These movements, opinions and indications, could not have been without their influence, and under these circumstances, and numerous other developments, kindred in character, and equally grave and important with those adduced, it was felt by the Conference, that it would be well nigh useless, as well as manifest injustice to the character and interests of the Conference, to continue the struggle any longer. It was the purpose of the Conference, however, in the event of a transfer of patronage and support, in whole or in part, from Augusta to some other point, to consult the rights of all concerned, and meet all its obligations, and the Conference acted with due regard to the claims of Augusta, and its obligations to the State of Kentucky.

By the contract, as shown, between the parties, notes and obligations were

payable only to agents of the Conference, and this had been the practice from 1833 to 1838, but in 1838, the agent of the Conference, on a visit to Augusta, was induced, from want of correct information, or perhaps from inadvertence, to make notes payable directly to the Board of Trustees.—The object of this change will be perhaps sufficiently explained by the circumstances which have followed, that is, that the board might bring suit and coerce payment. This movement which originated with members of the Board, the agent of course consenting, was a violation of the contract, by which, the Board have no claims to money, until paid over by the Conference Treasurer, and this single fact, will give birth to numerous chancery suits, already determined upon. The donors, as nineteen in twenty will depose, gave their money, by intention, to the Kentucky Conference for College purposes, and not to the Board of Trustees; and although in form, promising to pay to the Trustees, did so under the distinct impression, which was true to the facts, that the fund was *secured to the Conference* by contract.—Had the Trustees taken the ground they now occupy, before the notes and subscriptions were secured, not one in forty of the donors, would have given a cent, and the most of those who have given largely, will only submit to the imposition, by legal compulsion, as the fund has been diverted from the original intention of the donors. The true reason why the Conferences had been able to accomplish so little comparatively, in the course of twenty years, is the fact, well known to all concerned, that the people were not with the Conferences, (the ministry,) in the support of Augusta College, for reasons heretofore assigned, and as the means of support must come from the people, how were the Conferences to accomplish the object they had in view, in this first experiment, to establish a College in the West? It has been felt for years, by both bodies, that a separation must take place, and that Augusta was not a suitable location for a College sustained by either. In the debates on this subject in the Ohio Conference in 1839, it was ably and eloquently shown, that the determination of the church in Ohio, to educate her children upon her own soil, could not be resisted by the ministry or Conference. The strong and stirring speeches of Rev. Messrs. Finley, Elliott, Hamlin, Sehon, Walker and others, to this effect, must be remembered.—Not one word was said in relation to Augusta, and each speaker took the ground, that in obedience to the will of the people, whose servants they were, they were obliged to establish a College of their own, within their own bosom. That a corresponding state of things existed in Kentucky, is known to all, and cannot be disputed. It should be distinctly understood, that the Kentucky Conference had taken no action in relation to Augusta College, until twelve months after the Conference had been spoken of and construc-

tively denounced by the President and Trustees of the College, as faithless and unworthy of confidence. The offence of the Kentucky Conference was the expression of opinion, unanimously, that the General Conference should accept the offer of Transylvania University, upon specified terms. Nothing had been done or said adverse to Augusta College. In fact, it was not the purpose of any one to abandon Augusta. Mr. Bascom, both at the General, and at the Kentucky Conference, had advocated making Augusta as a College either auxilliary to Transylvania, or a substantive part of it, by Legislative enactment—a case expressly provided for in the charter of Transylvania. The commissioners and education committee of the General Conference, Bishop Soule, and others, will bear witness that such was Mr. B's. plan until so causelessly assailed at Augusta.

The proposition to dissolve Augusta College, or reduce it to a high school, did not originate with the friends of Transylvania. Nor has the Kentucky Conference sought to dissolve the College, in any form. The Conference is simply resolved to dissolve its connection with the College, for the various reasons glanced at in this communication, as well as many others of a similar character. Nor is it true that the Conference wishes to remove funds from Augusta. The Conference placed funds there, in good faith, believing the Trustees would, as they had promised, legally secure them in the ownership. In this they have been deceived, and they are unwilling to relinquish their equitable right to the funds, believing it would be an act of gross injustice to themselves and the church. The first action of the Kentucky Conference was six months after the Commissioners of the General Conference had accepted the offer of Transylvania, and which action of the Commissioners was as binding on the Kentucky Conference as any other portion of the church in the United States. The Kentucky Conference was silent, as to Augusta College until they found themselves arraigned and condemned without a hearing, and their Treasurer prosecuted by the Board, for funds, to which, in the judgment of the Conference, they had no right, except that derived from infidelity to the obligations of a plain contract. About the funds in question, they are not solicitous. But they cannot consent to remain in connection with men manifestly resolved upon the injury and humiliation of the Conference. The Trustees, taking advantage of their own wrong, may deprive the Conference of its funds. On this subject, the Conference is without hope or fear. Law is not always a presumption of right, by any means; and whatever may be the fate of the funds, in law, it is not difficult to foresee what the verdict of public opinion will be, and how it will be brought to bear upon the parties in the controversy.

In the instance of their own liability, the Trustees take a lien upon prop-

erty which they say belongs to the Conferences; but in the instance of the Kentucky Conference placing a fund of \$10,000 in their hands, they regard the idea of security as preposterous. The true question at issue, however, is, *did the Trustees fairly authorize the Conferences to believe they would give security, in order to induce them to furnish the funds in question?* Both Conferences have always believed they did, and the refusal to fulfil the obligation has become a ground of action with the Kentucky Conference. And it was on this ground solely, in view of what they regarded so gross a violation of the faith of contracts, that the Treasurer and agent of the Conference, Messrs. Bascom and Ralston, pursued the course they did, in the premises. The Conference Treasurer had been paying over funds under *promise* of security. By resolution of the Board, he had been directed to invest funds in a given way. Suddenly he learns, for the first time, that security is refused, and he declines accounting to the Board or Conference, as Agent of the one and Treasurer of the other, until the question of ownership is settled, when he declares himself ready to settle immediately. Would not every man of upright and independent feeling have done the same. He could not obey the Board without violating his primary and paramount obligations as Treasurer. The funds he had invested are, in his judgment, and in the judgment of those for whom he acted as Treasurer, forfeited by the Board, not merely by the non-fulfilment, but by denial of the contract publicly and formally acknowledged and ratified, as we have seen. It remained for him, therefore, to control the funds in jeopardy, until further instruction from the owners. What honest man, under the circumstances, would not have acted in the same way? Mr. Ralston was not the agent of the Board, in any sense, nor had he ever been. He was the agent of the Conference, and responsible to the Conference only. Neither Mr. Bascom nor Mr. Ralston regarded his action as final, and both gave notice that they were only awaiting an adjustment of difficulties. Mr. Bascom was sued only six weeks before the meeting of the Conference, when he expected the matter to be adjusted. Why this malignant, unbecoming haste? Why so prompt to insult a body of Christian ministers, through their principle officer in relation to the College?—an officer too, *but for whose exertions* the endowments in controversy never would have been raised, and if the Trustees of Augusta College are to be believed, the institution would have ceased operations long since? Both these gentlemen, therefore, after the breach of faith and trust shown above, and shown too by the only allowable evidence in the case, were bound by the obligations of honor and office, to secure the Conference in its rights, when thus invaded by the other contracting party. The defamatory statements of the Board of Trustees in

relation to the conduct of Messrs. Bascom, Ralston and Kavanaugh, and that of the Conference, mixed up with charges of bad faith, breach of trust, repudiation, &c., will be best replied to by leaving the facts detailed to show where these charges *properly belong*.

The late resolution of the Ohio Conference, in relation to Augusta College, sustains the position of the Kentucky Conference on the same subject. We have seen that the original pledge of each Conference was undivided support. In the resolution so much relied upon by the Board at Augusta, the Ohio Conference say, simply, we will abide by the pledge, "so far as our means will justify, and so long as the original design can be secured"—leaving themselves, in language too explicit to be misunderstood by any one, at perfect liberty to assume any position they may deem just and honorable, in regard to the College, without committing themselves to any particular course of conduct. Instead of renewing the original pledge of undivided support, it is explained away entirely, by the qualifying intimations with regard to her means, and how far Augusta College may answer her purposes. The true position of each Conference however is, they are bound by the original pledge to give their undivided support to Augusta, and they can never be honorably released unless able to show, that the reasons and motives by which they were originally influenced, (or rather their predecessors in the Conferences,) no longer exist, owing to causes and occurrences over which they have had no control. It is upon this ground the Kentucky Conference bases her vindication against the imputations of the President and Trustees of Augusta College. At the session of the Kentucky Conference in 1841, the affairs of Augusta were disposed of in the usual form, before the arrival of a deputation from Transylvania University, proposing to place the University under the management and auspices of the Methodist Episcopal Church, and the customary report of the visiting committee, with accompanying resolutions, were adopted. That the Conference was not satisfied, however, with the state of things at Augusta, is evident from the adoption of two separate and independent resolutions, one calling for information respecting the safety of the funds belonging to the Conference, and the other having reference to a mal-appropriation of the interest of these funds.

The argument derived from the fact, that the citizens of Augusta have given liberally to the College, is entitled to respect. The fact is readily admitted. But the question has other aspects equally interesting. It is a low estimate to assume that upon an average, since 1825, the College has been the means of disbursing in the little town of Augusta, with a population of less than 700 some \$15,000 annually; and here is the indemnity. Can it

be supposed that nearly \$300,000, or even \$200,000 could be disbursed in that village during an extended term of years, without most amply reimbursing the local contributors to the College? This opinion has been avowed and reiterated by the President and Trustees of the College, and urged upon the citizens as a reason why they should be liberal in supporting the College in time of need. One of the Trustees has avowed, the College was worth to him annually, at least \$3,000, and had been for a term of years.— Allow a nominal equivalent to have been given by the place for this amount of money, yet who does not know, that by the common law of exchange, ample indemnity, and in many instances ten fold, must have been realized, by the donors. The investment has been a profitable one, and the same persons would be glad to repeat it under the same circumstances. In the statement of facts, with accompanying remarks, which the commissioners have felt themselves compelled to submit, it affords them the sincerest pleasure to be able to except from the application of their statements and reasoning, a large number of the Trustees of Augusta College. The Board consists of twenty-three members in Kentucky and Ohio, and only about one half resident in the vicinity of Augusta. At the several meetings of the Board, in which they proceeded against the Kentucky Conference, they have had a bare majority, representing the local interests of the place, but not the very different and more comprehensive interests of the Conferences. Some ten worthy influential members of the Board, have had no participation in the acts of the Board, of which we complain, and until we learn, that they approve them, it would be unjust to blend them with the balance of the Board. The most offensive proceedings of the Board, have emanated from a small minority of the whole Board; say seven or eight. This statement is made upon the authority of the President of the College. It is moreover true, that this minority consisted of the very men, he had fixed upon, and detailed by name, as those, whose removal from the Board, on the several grounds of hostility to the church, demoralizing influence of character and habit, and utter ignorance of College interests, was essential to the salvation, and the only condition upon which he would remain in the Institution. How far the improved state of moral science as recently realized there, and brought to the notice of the Legislature, may have superceded the necessity or varied the condition in question, it does not become us to speak.

The object of the memorial from Augusta, beyond all doubt, is to impair public confidence, in the successful reorganization of Transylvania University, now with *one hundred and eighty academical, and two hundred and fifty professional students in her halls*. On this subject, we cannot possibly feel it is necessary for us to enlarge. It is important, however, to discriminate,

that the offer of Transylvania, was not to the Kentucky Conference. Nor was the acceptance of the tender by the Kentucky Conference. The Kentucky Conference had no jurisdiction of the question, and the repeated and abusive assaults upon the Kentucky Conference, based upon such an assumption, presents an *utterly false issue*, as it regards the parties. Will the Legislature of Kentucky regard it as in place, to interpose action in relation to Transylvania University and the Kentucky Conference, when it is known that the Kentucky Conference is not a party to the contract, by which Transylvania has been placed under the patronage of the Methodist Episcopal church? The Faculty of Arts of Transylvania were nominated by the General Conference, of the Methodist Episcopal church, and are all officers of that body, not of the Kentucky Conference. The Kentucky Conference has no contract with the Trustees of Transylvania. She has simply resolved, that she will, for reasons she deems good and sufficient, withdraw her support and influence from Augusta, and transfer them to Transylvania. She published her intention, however, of doing so, on terms just and honorable to all concerned.

If, as indicated by their course up to this date, the Trustees of Augusta College decline an amicable adjustment, let them select any other mode they prefer. The proposition made by the Trustees of Transylvania University, to place that institution under the charge and control of the Methodist Episcopal Church, in a way not affecting its chartered rights or corporate relations, and yet securing to the Church the use of its means and facilities, for purely literary purposes, was in fact a proposition to the General Conference, as the organ of the whole Church in the U. States; and although the part of the Church in Kentucky was specially included in the tender, yet it was not competent for the Kentucky Conference to entertain the question in any form, except as a part of the Church General. When the offer of the Trustees of Transylvania was accepted by the Commissioners of the General Conference, appointed for the purpose of negotiating with the Trustees of the University, the Kentucky Conference was, by the very structure and constitution of the Church, as truly and effectually bound as though the act of acceptance had been that of the Kentucky Conference alone. If then the Kentucky Conference had continued nominally to sustain Augusta College, it must be perceived at once what must have been the value of such support. It could have been little more than nominal at best.

We wish it distinctly understood, however, that in view of the reasons already assigned, and others not less serious in character and bearing, the Kentucky Conference, in 1841, entertained the proposition from Transylva-

nia, with favor and approval; and in 1842, when the offer of Transylvania had been accepted in due form by the Commissioners of the General Conference; and the treatment meanwhile received from the President and Trustees of Augusta College, had determined the Conference to dissolve all connection with that institution;—it was resolved with almost perfect unanimity to sustain Transylvania University; and, among other things, the Conference resolved upon the endowment, immediately, of a Professorship of English Literature or Belles Lettres Department in the University, upon which endowment some \$16,000 are already secured, and its completion may be confidently expected in a very short time, when it is the purpose of those entrusted with the matter, promptly to commence the endowment of another Professorship, upon the same terms.

It is not the wish of the Commissioners to say more on this subject, than is strictly necessary to vindicate those they represent from false and injurious imputation, and place the conduct of the Kentucky Conference in its true and proper light. From other sources, the Legislature will be furnished with all necessary information respecting the condition and prospects of the University; and it is believed this very brief survey of the ground occupied by the Kentucky Conference, and the motives of its action in the premises, from time to time, will satisfy the Legislature, that the Conference, after due and protracted deliberation, has acted with a view not only to its own honor and obligations, but with just regard to the claims of the State and the interests of education throughout its limits.

B. T. CROUCH, *Chairman*,
H. H. KAVANAUGH,
G. W. BRUSH,
WM. HOLMAN,

Commissioners in behalf of the Kentucky Conference.