

Milwaukee
March 10th, 1869.

My dear Sir,

The accompanying form of conveyance was inadvertently left out of my letter to you the other day. It may be of service, and save time.

Respectfully yours,

William E. Armitage.

Cyrus Curtiss, Esq.,
New York.

Pursuant to your request which I should have complied with sometime ago, I now send you a form of deed which I have drawn for the conveyance of the property to the Trustees of the funds and property of the P. E. Ch. in Wisconsin, but it is necessarily incomplete in two respects. 1st, the name of the party of the first part is not inserted because the land was entered in the name of John David Wolfe, Trustee, and not in the name of the Missionary Society, as you will see by the enclosed copy of the Receiver's Receipt for the purchase money; and because I do not know whether this Trustee has ever conveyed to the Society by name. Strictly speaking the entry should have been made in the name of the Society as the act of Congress required. The conveyance must of course be made now by the party in whom the legal title is vested and if the equitable title is in another party, then the deed should come from both. For the protection and safety of the interests of the Church here, I think Mr. Wolfe the Trustee (if he has not already done so) should convey the legal title to the Society first, then our deed may come directly from the Society. This I think would leave the title free from any objection, while if we get a conveyance from Mr. Wolfe alone we might in case of any difficulty about the possession of the land be put to trouble, and expense of proving Mr. Wolfe's authority to convey the Land. You will see therefore how important it is to have the title come from the proper party.

2nd, I have left a blank wherein should be expressed the trusts and conditions upon which the Missionary Society makes the conveyance - the language employed in their resolutions (no copy of which I have) should be substantially if not literally followed. Further, the last clause of the deed (commencing with the words "In witness whereof") should be filled according to the forms used in corporation deeds if the corporation conveys. If Mr. Wolfe conveys, then the form given in the convention Journals for this Diocese will do. It would be well to have the deed executed in the presence of two witnesses - the number required in this State, tho' in N. Y., I believe one is sufficient. The acknowledgement of the Deed may be taken before a Notary Public using an official seal or before a Commissioner of Deeds for Wisconsin residing in N. Y. City and using a seal - no further certificate is necessary unless the acknowledgement be taken before a Justice of the Peace in which case a certificate from the Clerk of the Court showing his authority, the genuineness of his signature and that the deed is executed and acknowledged according to the laws of the State of N. Y. would be necessary, but all this extra work can be avoided by calling a Notary or Wis. Comr.

The conveyance will require a stamp or stamps according to the actual value of the Land - the rate being 50 cts. for every \$500. or \$1. per \$1,000.-

Milwaukee
March 8th, 1869.

My dear Sir,

The conveyance of the Green Bay Mission property to the Trustees of the Diocese of Wisconsin has not yet been accomplished. I suppose that Dr. Irving is too busy to attend to it, and I venture to address you on the matter as you were the other member of the sub-committee to which it was referred by the Domestic Committee.

The property, it seems, is held by Mr. Wolfe as Trustee. I enclose a copy of the Receiver's Receipt, Feb. 6th, 1862, showing the tenure. Also the portion of a letter from a member of the Parish at Green Bay, containing instructions about the conveyance - said instructions, intended for a clergyman, being "adapted to the meanest comprehension" by the kindness of the lay-writer. I venture however, in spite of my clerical ignorance, to give you the corrected title of our Diocesan Trustees, copied from the Act ~~for~~ their Incorporation, approved March 1st, 1848. - "The trustees for the management and care of the funds and property belonging to the Prot. Epis. Church in Wisconsin."

Will you do me the favor to see that the conveyance is made, according to the resolution of the Domestic Committee with the conditions specified, on which they decided?

I am, my dear Sir,
Faithfully yours,
William E. Armitage,
Ass't Bishop of Wisconsin.

Cyrus Curtiss, Esq.,
New York City.

Copy of Receiver's Receipt showing
entry of the "Mission Farm." 6 Feb. 62.

See Act of Congress Chap. 64, 1st June 1860.

No. 2617. Receiver's Office at Menasha, Wis.
6th February 1862.

Received from John David Wolfe, Trustee of the Domestic
and Foreign Missionary Society of the Protestant Episcopal
Church in the United States, of New York City, County of New
York, the sum of one hundred and sixteen dollars and one cent,
being in full for the "Mission Farm" numbered Lot eighteen on
the East bank of Fox River near Green Bay, State of Wisconsin,
having a front on Fox River of six chains and running Eastward-
ly back from the river between parallel lines, one hundred and
fifty four, sixty nine hundredths chains, containing ninety two
acres and eighty one hundredths at \$1.25 per acre.

(Duplicate)
Francis A. Ryan,
Receiver.

\$116.01

To the Domestic Committee of the Domestic and Foreign Missionary Society of the Protestant Episcopal Church in the United States of America,

The subcommittee appointed to inquire whether it is expedient to transfer the Green Bay Missionary establishment, together with all property appertaining thereto, to the Education and Missionary Society of New York,

Reports that in their opinion such transfer is inexpedient. The Committee think that this Society if proper caution be made, can and will be placed in the possession of means, adequate to the support, not only of this, but of all the missionary establishments under their charge. Among the reasons which have influenced the Committee, they would state the following, to wit:

1st. That the Society was established for general purposes, and that it was deemed an important object to unite the whole Episcopal Church throughout the United States in this, as a common cause in which all were equally interested. That if one important field of usefulness be relinquished to one portion, with equal reason another might be claimed by a different part and thus this object be defeated. As a consequence it would follow that each part would confine its support to the particular establishment of which it had assumed the charge and its aid and interest in general purposes be thus lost. That in the case in question the force of this remark is illustrated.

2dly. Because each diocese is entitled to the control and management of all diocesan Missions, and because an interference on the part of any other diocese, or of any Society established therein, would tend directly to interfere with the ecclesiastical discipline of such diocese.

3dly. Because this Society has no reason to believe that the Green Bay Mission will be better sustained, or its interests promoted, by the proposed transfer; and because it does not feel justified in devolving on any other Society a trust strictly within the objects of its own jurisdiction.

4thly. Because it is very doubtful whether the aid which the General Government has extended to this Mission, while under the charge of this Society, would be continued in the event of the proposed transfer.

5thly. Because the diocese of Michigan is now organized and admitted into union by the General Convention, and because this Society without any knowledge of what may be its views or wishes on this subject, would subject itself to just complaint if it should proceed to transfer the Green Bay Missionary establishment to any diocese or body, without affording it an opportunity of considering the subject and its sentiments on a matter which may affect its harmony.

The Committee would urge the importance of appointing without delay either a general agent or such other agents as may draw the attention of the Church to the situation of this Society and they cannot doubt that abundant resources will be furnished whenever an appeal is made.

James V. Biddle } Committee.

November 22d 1832.

The executive committee of the Board of Directors of the Domestic and Foreign Missionary Society, acting under the authority of the Constitution and by-Laws of the Society, directed their agent at Green Bay, (a missionary establishment for the benefit of the Indians founded at Green Bay, Michigan Territory) to cause additional buildings to be erected, and to receive as many Indian children into the establishment, as it could accommodate.

The Revd. Mr. Cadle, the mission agent, immediately attended to the order, and for the debt thus contracted he has drawn upon our Treasurer, Jacob Low, Esq., who has no funds.

The committee relied principally, if not entirely, upon an expectation of funds from the Diocese of New York. Mr. Cadle probably knew of the promise from New York. Perhaps the builders and contractors at Green Bay know of them. But the executive committee gave their instructions to Mr. Cadle without referring him to any particular fund as a source for payment.

The Society as per the account of its proceedings, and its Constitution, in a printed pamphlet*, accompanying this statement, is a religious and charitable institution of the character that its name imports. The treasurer's report, dated 10 May, 1831, affords an illustration of its ordinary means of support.

The Society is unincorporated. We are not prepared to say that Mr. Cadle received any particular directions to draw, but the Mission is of some years' standing, and the honouring of his drafts has been our constant course, until the present embarrassment, of carrying on the institution. We know of nothing, and do not believe that there is anything to be objected to the regularity of his course.

Our present amended constitution as adopted in August 1829 was immediately published, and extensively distributed. This was long before the origin of the particular contracts from which the drafts in question emanated. The proceedings of the Board of Directors, and of the executive committee in relation to Green Bay have always been the subject of publication. We do not know that there has ever been any expressed negative or protest against individual liability, by the committee or any member of it, in any minute, publication or contract, with this exception, that our Treasurer has been accustomed to declare, that he would not pay unless in funds.

We have a permanent fund, which at present amounts to \$3,795. per value, the interest of which we have been accustomed to use for the current purposes of the Society. There is no restriction or direction prescribed in reference to the interest of this fund.

The questions respectfully submitted are:

1. Is there personal liability upon those drafts from Green Bay by the members of the Committee, or such liability for the debts upon which said drafts are founded?
2. If any individual of the committee, or a stranger should lend to the Treasurer the means of payment, can the executive committee pledge the interest of the permanent fund for the indemnity of the lender?

* Pamphlet entitled Proceedings of the Bd. of Directors of the Dom. & For. Miss'y Soc. held at Phil. on 10 & 11th May 1831. - Phila. Printed by Wm. Staveland 1831.

I have considered the foregoing statement and questions, and am of opinion,

1st. That upon the Drafts themselves, no trial could be maintained against the members of the Executive Committee only, unless they personally and individually authorized the Drafts to be drawn, or accepted them when drawn; and that unless they exceeded their authority or personally engaged to pay the Debts upon which the Drafts are founded, there is no liability by the Committee, or its members exclusively, for the payment of the said debts. But the Domestic and Foreign Missionary Society not being an incorporated Company, all the members may be sued jointly, for debts contracted or incurred by the agent appointed by the Directors in pursuance of instructions given to him, unless by the terms of the Contract made by the agent, it was expressly understood that payment was to be made solely from the joint funds of the Society, or the liability to pay was otherwise expressly limited. To render any member (merely as such) liable for the debts of the Society, a suit must be brought against all the members of the Society - but the omission to join any, could be taken advantage of, only by a plea in abatement, in which the names of all the members must be given, to enable the Plaintiff to bring a second suit correctly. After Judgment obtained in a suit brought against all, the separate property of any one or more of the members, may be taken in execution.

2nd. The object of the Permanent Fund, or the purposes to which the Interest of it is to be applied, are not stated in the Constitution. The Fund is vested in three Trustees, and by them only, or by their attorney, can, I presume, the Interest be received. The appropriation of money is by the 6th Article confined to the Board of Directors. The Executive Committee, by the Constitution, are to exercise such powers as may be given to them by the Board of Directors. By the 6th By-Law which states the powers and duties of the Executive Committee, there is not, I think, vested in that Committee any power which would authorize them specially to pledge the Interest of the Permanent Fund. I deem it proper however to add, that this opinion is founded solely upon the printed Constitution and By Laws, not having seen the minutes of or Resolutions adopted by the Board of Directors.

James S. Smith

Philad'a August 28, 1832.

Aid from the U. S. Government.

The Committee regret to state that during the past year \$500.- only have been obtained from the U. S. Government to aid the operations of the Society at Green Bay. A short time previous to the last meeting of the Board, P. H. Nicklen, Esq. visited Washington as an agent of the Society and received from the War Department an order for \$1,200.- on account of the buildings erected at Green Bay and likewise a donation of \$500.-. From Mr. Nicklen's report to the Com. founded on conversations with the Hon. Secretary of War, they were led to expect that the annuity of \$1,500.- per an., would unquestionably be continued to the Society, and that it would also receive about \$3,500.- for 2/3ds cost of the Miss'n edifices erected since 1831.

Mr. Nicklen stated that the Hon. Secretary of War had assured him nothing was wanting to secure to the Society the immediate payment of this sum but the certificate of the Indian Agent at Green Bay in relation to the character and cost of the buildings.

In Nov. last the Com. having understood that such certificate had been forwarded to Washington by the Indian Agent appointed the Hon. Horace Binney to present the claims of the Soc'y at the War Department and to obtain the payment of such sums as might be due the institution.

Soon after his arrival at Washington Mr. Binney addressed to the Com. the following letter:

(Letter) (s)

This communication having been read at a special meeting of the Exec. Com. held on the 8th of Jan. a Com. was appointed to confer with former Com's on the subject of the G. B. M., to address a respectful memorial to the Governor of Michigan in relation to the annual appropriation, and to present Mr. Binney as soon as possible with all attainable information with regard to the points in question.

About the middle of February a memorial was transmitted to Gov. Porter but as yet no reply has been received by the Com.

Funds received from Government.

The Com. deem it proper to lay before the Board a statement of the different sums received from Government since the establishment of the Mission:

On the 23rd of July 1830, \$2,000.- being Nov. annuity from Feb. 1829, the period of the ratification of the treaty of Butte des Morts. Octr. 24th, 1831, \$500.- 1/2 of the annuity for 1831.
 Jan. 11, 1832 \$250.- 1/4 of the annuity for 1831,
 12, 1832 250.- 1/4 " " " " 1831,
 March 13, 1832 \$1,000.- on account of 2/3ds. cost of buildings erected prior to 1831.
 May 4, 1833 \$1,200.- on account of 2/3ds. cost of buildings erected prior to 1831.
 May 4, 1833 \$500.- a donation
 1834 \$500.- " "

From the foregoing it will be seen that there is due the Society the amount of annuity for 1832 & 33, and as the Treaty of Butte des Morts provides for an annual appropriation of \$1,500.- per an. after the expiration of three years, it would appear that the Society has a right to expect an

#00009 continued

this account the sum of \$3,000.-.

The whole amount paid by the Society for the buildings at Green Bay is \$9,135.61. As but \$2,200. have been paid by Government for 2/3ds cost of them, it would also seem that there is due from the United States on this account \$3,890.40, making the whole expectations of the Society \$6,890.40.

Contemplated Reduction
of the
Mission.

In the month of March the Committee on Domestic Missions were instructed

(apparently two pages missing)

Lord's Supper, 4 children were also baptized. On Christmas day Mr. Cadle preached to the Oneidas at Duck Creek, baptized one Adult & 3 children and administered the Communion to about 40 persons.

Between his second and third visit to Duck Creek, Mr. Cadle reports having married an Oneida couple & baptized an Oneida child.

On Sunday the 2nd of Feb. he preached to the Oneidas at Duck Creek and administered the Lord's Supper to 50 Communicants.

On Sunday 16 March he preached twice to the Stockbridge Indians at the Grand Kakelen & on the 30th of the same month to the Oneidas at Duck Creek; baptized 3 children of the same tribe & administered the Holy Communion to 49 persons.

Produce of the Mission Farm.

About 13 acres of the ground belonging to the Mission were put into cultivation last year which produced crops to the estimated value of \$532.25, viz. 8 bushel peas, 15 do. oats, 12 do. buckwheat, 26 do. corn, 172 do. turnips and 1,110 do. potatoes.

Deed, Made the *tenth* day of *November*
 A.D. 1883, the *third* day of *November*
 1883, between *Daniel A. Kimball*

party of the first part and *The Right Rev. J. H. H. Brown,*
S. Richey, The Rev. Mr. E. Wright, Mrs. James B. Perry, Mr. Geo. L. Field,
Thomas J. Reeve, all Ministers of the Diocese of Fond du Lac, Wis. party of the second part
 of the first part, for and in consideration of the sum of *Twenty Six* dollars
and fifty cents (\$26.50) to him in hand paid by
 the second part, the receipt whereof is hereby confessed and acknowledged, has Granted,
 Released and Quit-Claimed, and by these presents does Grant, Bargain, Sell, Remise, Release
 unto the said party of the second part, *his* ^{successors in office} ~~heirs and assigns~~, all the estate, right,
 amount of the party of the first part, either at Law or in Equity, as well in possession as
 not to all *that* certain tract piece or parcel of said, situate, lying and being in the
 State of Wisconsin, and particularly described as follows, to wit:

A lot of land lying on the northeast side of the Mission. Lot
 situated in Section 3 Town 23 Range 19 E. the boundary of
 said lot commences at a white oak stake standing on
 the west bank of Duck Creek where the north boundary line fence
 of said lot intersects the same, from which the stake in the center of
 a west 1/4 of said section 3 bears S. 65° N. 70 links, and running thence
 down the right bank of said creek, thence nearly east
 (to the Green Bay road) to the Green Bay road to point on the
 side of said road eleven (11) rods north east of the north
 corner of said lot containing 2 1/2 acres more or less