



Paraphrase

J. C. Murray.

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PAPERS

READ BEFORE

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The General Assembly of the Presbyterian Church,

ON

RESIGNING HIS OFFICE

AS

PROFESSOR OF THEOLOGY

IN THE

WESTERN THEOLOGICAL SEMINARY.

With a few Notes,

SINCE APPENDED.

✓
BY J. J. JANEWAY.

PHILADELPHIA:

PRINTED BY CLARK & RASER, 33 CARTER'S ALLEY.

July—1829.

ADVERTISEMENT.

Unfounded reports of an injurious character, circulated in regard to the author's conduct, east and west of the mountains, have induced him to publish these papers for *the use of his friends*. Many heard them read before the General Assembly, and many others did not. He thinks, and so he has been told, that a perusal of them will be a gratification to his friends.

It is a satisfaction to the writer to know that not a *single fact* stated in his papers was disputed. Had any been denied, he was prepared, as he observes in the close of his communication, to furnish additional evidence. It was unnecessary.

In consequence of something in the report of the Board of Directors, he was induced to read the two first papers.

He has no wish to see these papers in the public prints. But the publication of them in this form he deems due to his own character.

PAPERS,

&c.

Copy of a Letter from John M. Snowden, Esq.

The following paper was read in the General Assembly, by Dr. Janeway,
May 28th, 1829. E. S. ELY, *Stated Clerk.*

Pittsburgh, May 7th, 1829.

Dear Sir,—The enclosed resolutions were passed by the Board of Directors* at their sessions this day, and Mr. Samuel Thompson and myself were appointed a committee to present them to you. Having learned on inquiry at your late residence, that you had removed to the country, I have taken the liberty of presenting them to you in this form, and of requesting of you to signify your determination by letter to the Rev. Mr. Swift, Secretary of the Board.

I am, very respectfully,

Yours, &c.

JOHN M. SNOWDEN.

P. S. It may not be amiss to state, that a modification of the report of the Board will be made, should your answer require such modification.

Whereas some difficulties are likely to arise in consequence of the ignorance on the part of this Board of the reasons (if special reasons are to be assigned) for the resignation of the

* One was a vote of thanks for books, &c.

Professor, and this Board, while they declare it not their intention to take it upon them to decide the question to whom Dr. J. should render his resignation and reasons; yet being of the opinion that this Board does constitute the body to whom such documents should be offered, and through them to the General Assembly :

Therefore, Resolved, That Messrs. Snowden and Thompson be a committee to wait upon Dr. Janeway, and respectfully inquire whether it be consistent with his views to lay this matter before the Board; and if not, to inquire whether he intends to assign any special reasons for his resignation; and if so, whether they are such as will be calculated to affect the character and proceedings of the Board, or the interests of the Seminary.

A true copy of the Minute.

May 6th, 1829.

E. P. SWIFT,
Secretary.

Copy of a Letter to the Rev. Mr. Swift, in reply.

The following paper was read in the General Assembly, by Dr. Janeway, May 28th, 1829. E. S. ELY, *Stated Clerk.*

Latshaw's, Pittstownship, May 8, 1829.

Dear Sir,—The resolution of the Board I have received. In reply, I send the following remarks.

A professor, in resigning his office, may use the Board of Directors as the organ of communication to the Assembly or not, and either assign reasons, or not, as he may choose. But when the case is special, and there exists a difference between his views and theirs, it is proper that the communication should be made directly to the Assembly; and in my case it is the more proper, as I wish to give information which the Board would be unwilling to impart. The plan of the Seminary requires, that a professor, intending to resign his office, should give six months' previous notice to the Board of Di-

rectors of such intention. This I have done; but the Board seem to have overlooked the fact that I cannot at present resign.

You know, that as soon as I had discovered the invalidity of the title to the Seminary ground, I communicated the fact to you and three other directors; that I freely conversed with you on the subject, and with other directors; and that, at a meeting of the Executive Committee, called at *my request*, for *the express purpose*. I gave at large my views on this subject. You know that I was willing to present my views to the Board; and you know that they had no desire to receive them.*

When, in consequence of Dr. Herron's sickness, I informed your Vice President of my intention to resign, I stated that, in due time, I would assign my reasons; and that, for the present, it would suffice to mention one—the invalidity of the title. A similar statement was afterwards made to your President. I informed Dr. Herron, at the meeting of the Board in April last, when he was talking with me, in private, about my reasons, that I was willing to communicate verbally with the Board. I have mentioned to you and Dr. Herron, and other directors, my reasons, or the chief of them, at sundry times. I have told them freely to other persons. Indeed, on reviewing them, I do not see one reason which I have not, in one form or other, spoken of to more than one director. And yet, after all this free communication, and although two of my reasons have been the subject of conversation with many in Pittsburgh, the Board speak of their “ignorance of the reasons for the resignation of the Professor!”

But Mr. Snowden has informed me, that a modification in the report of the Board will be made, if my answer should require such modification; and has requested me to write to you. I am wholly ignorant of the nature of your report.

* At a meeting of the Board of Directors, in April last, Dr. Andrew Wylie observed, that they had heard the superintendent give his views, and he would be pleased to hear my statement. I arose and said I was ready to give my views to the Board at any time. I was not invited to present them.

Mr. S. could give me no information about it. As the Board have been unwilling to acknowledge any defect in the title, I may presume the Executive Committee have no power to insert such an acknowledgment in their report in consequence of my answer. But that the Board may no longer say they are ignorant of my reasons, I will now state the heads of them in writing.

1. The invalidity of the title, connected with its consequences.

2. Regard to the dignity and purity of the Presbyterian church, and a regard to my own character.

3. The high price of living in Allegheny town.

4. The change in the prospects of the Seminary.

These are the reasons why I deem it my duty to resign my office as Professor, and think I am not required to continue to make the sacrifices I have voluntarily made, and others which I contemplated.

My reasons are based on facts with which the Board are, or ought to be, familiar. Will you pardon me, if I remind you, that the plan of the Seminary expressly requires, that you should lay before the Assembly the minutes of the Board, or a copy of them, for the free inspection of every member; and that, in my opinion, as the Executive Committee have been invested with all the powers of the Board for particular purposes, their minutes should be sent also: a full account, too, of your expenditures, and an accurate account of your funds, are required by the Assembly.

We differ in opinion about the validity of Mr. Denny's signature to the deed of conveyance. *A probate of the will* of the late James O'Harra will settle the difference. Dr. Herron can get one with perfect ease, and free of expense, from the family. I hope he will not fail to take it with him to Philadelphia. I had hoped that this matter would not assume a *personal* complexion. I have endeavoured to prevent it. But I am disappointed. The Board have put me on my defence; and I will defend myself. Yet I will still endeavour to avoid personalities, and confine myself to an exhibition of *facts*.

Fairness, I think, to me, will make it the duty of the Executive Committee to send up this letter, in connexion with your minutes, to the Assembly, as well as to present it to your Board at their next meeting.

Affectionately yours,

J. J. JANEWAY.

P. S. It occurs to mention, that if any other good reason shall in any way be presented to my mind, between this and the time of my actual resignation, for confirming me in my determination, it will be fair to state it.

Statement of the Author's Reasons for resigning his Office as Professor of Theology.

The following document was read by Dr. Janeway in the General Assembly, May 28th, 1829.

E. S. ELY, *Stated Clerk.*

In resigning an office so recently accepted, I feel that I owe to the General Assembly a statement of my reasons.

It will be readily believed, that my mind could not be brought to its present determination without experiencing some painful reflections. Nor did I dare to come to a decision on a point of so great importance, until I had frequently, seriously, solemnly and prayerfully contemplated the subject, connected with all the consequences that I could bring into view.

When I removed my family from Philadelphia, it was my intention, if my life were spared, to spend some years in discharging my duties as a Professor in the Western Theological Seminary. A corresponding disposition of my property in this city was made. But occurrences wholly unexpected have altered my views, and led me to believe it to be my duty to resign my office.

The Assembly will allow me to state my reasons *fully* and *frankly*. In doing so I exercise my right; and no one whose views may differ from mine, can justly be offended: for while I have a regard to my own justification, I wish to

lay before this body *information which they ought to possess.*

1. *The prominent reason of my resignation, is the INVALIDITY of the Assembly's title to the Seminary ground.* The consequences connected with this reason will appear under subsequent particulars.

When I left this city I believed (as the General Assembly who fixed the location of the Seminary at Allegheny town did) the title to be perfectly good. All parties interested in the ground had, it was stated by individuals acquainted with facts, conveyed their rights to the General Assembly. In this belief I remained, after the removal of my family to Pittsburgh, more than *three months* before I had any suspicion to the contrary. I had heard, it is true, of an individual having warned the superintendent to desist from his work; but as he was represented as an *out-lot-holder*, who had no right to interfere, I paid no regard to this circumstance.* But when the superintendent informed me, in a private conversation, that only *one-fifth* of the commoners had signed the deed of conveyance; that he was sometimes discouraged and thought of applying to them for a better title; and that the deed he had prepared for procuring other signatures had not been used; I became alarmed, and instantly determined to investigate the real state of the title. Such information, so contrary to my belief, could not but surprise me greatly. I procured the necessary documents; and it required but a *single reading* of them to convince me that the Assembly's title was *essentially* defective. To guard against mistake I stated the case in a letter to an emi-

* The above statement was written in consequence of a report circulated in Pittsburgh, that I knew the title to be defective, when I accepted my appointment, and that I had been informed of the fact when I visited Pittsburgh in the autumn of 1827. Now, Providence has so ordered it, that I am not left to defend myself by a simple contradiction; for my letter to the Board, after my return to Philadelphia, in which I assign *my reasons* for declining the appointment of the General Assembly, contains not *a word* about the title; and there doubtless I should have assigned as one reason the defect of the title, if I had known the fact. Who originated this unfounded report is unknown to me.

ment legal character in this city; who, after examining the several acts of the Legislature and a decision of the Supreme Court on an analogous case, to which I had referred him, kindly gave his opinion, that not only confirmed my opinion, but enlarged my views of the rights of the commoners.

The history of the matter is this: The town of Allegheny is built upon what has been denominated "the reserved tract," containing 3000 acres, lying along the Allegheny and Ohio rivers. In conformity with acts of the Legislature, passed, in 1783, 1787, this tract was laid out in lots and out-lots. Around the town, and adjoining the out-lots, a *common* was laid out, consisting of 100 acres, for the benefit of purchasers. The use of this common belongs to the lot-holders; but the right of reversion is vested in the commonwealth.

In the year 1825, certain lot-holders signed a deed, by which they conveyed their right and title to a defined portion of the common, containing 18 acres, to trustees, for the use and benefit of the General Assembly; provided the Western Theological Seminary should be established in Allegheny town, and the Seminary erected on the said ground.

In 1827, the Legislature transferred to the same trustees for the General Assembly, the Commonwealth's right and title to the same, or nearly the same, defined portion of the common.

Now, it is perfectly plain, that the lot-holders who signed the deed could not convey the rights of lot-holders who had not signed: and it is equally plain, that the Legislature, by conveying the reversionary right of the Commonwealth to the Assembly, did not, and *could not*, by their act, convey a right which the Commonwealth did not possess; that is, a right to build on the common.

So defective was the title of the General Assembly.

But what sets this matter in the clearest light, is the fact, that, in the year 1824, only *three* years before the grant to the General Assembly, by a decision of the Supreme Court, made in the city of *Pittsburgh*, the trustees of the Western University, in a suit in which they were plaintiffs, were eject-

ed from 40 acres of the same common, of which they had taken possession by the authority of the State.

It has been said, that the trustees had no conveyance from any of the lot-holders, but that the Assembly had; and that this fact makes a great difference in the two cases. The fact is admitted, but the inference denied. It is worthy of remark, that the deed of conveyance of the lot-holders forms the preamble to the act, by which the Legislature have conveyed to the Assembly the right of the Commonwealth, and consequently, the act of the Legislature is accompanied with an *explicit* recognition of the right of the commoners to the common: and that, in the case of the Western University, without recognising the right of commoners, the Legislature, as if the Commonwealth possessed an *absolute* right to the common, granted to the trustees of the Western University 40 acres of the common in fee simple, and ordained that a patent should be granted to them free of expense.

In such strong circumstances, the case of the University came into court. The trustees appeared with their *patent* from the State in hand. Yet, appreciating, as the court did, "the noble design of the Legislature in erecting a university in the western part of the state," the late venerable Chief Justice Tilghman says: "I have not been able to *entertain a doubt* that the defendants' right of common is UNEXTINGUISHED and UNEXTINGUISHABLE, but with their *own* CONSENT."

This decision was matter of public notoriety in Pittsburgh; well known, as well as the preceding facts, to some of the Directors of your Western Seminary; for three of them were trustees of the University, and one a defendant in the suit. It is to be regretted that these facts had not been stated to the General Assembly; and that the Directors determined to occupy the ground, when but a *small* number of lot-holders had signed the deed of conveyance. I hazard nothing when I say, that no educated lawyer could, after investigating the subject, fail to be convinced of the invalidity of the Assembly's title; and that no sound and discreet one would have advised the occupancy of the ground in such circumstances. He would

have told them that the title could not be perfected, unless *all* the commoners united in the deed of conveyance; that buildings erected on the ground would lie at the mercy of *every* lot-holder whose signature was not given; and that, if in present circumstances, the ground should be occupied, and the Assembly's title should come to trial, the Directors would be considered as having contravened the commoners' known rights, and acted in direct opposition to a decision of the Supreme Court in an analogous case, so recently made in the city of Pittsburgh, by which the law on the subject of common was clearly laid down.—See Sergeant and Rawle's Reports, vol. xii. pp. 29, 34.—Pamphlet Laws, vol. ii. pp. 498–9, for 1826–7.

The deed of conveyance to the Assembly has but *thirty-one* signatures; and from this number must be deducted the name of one gentleman, who has signed in behalf of a large estate. I have inspected the will; and it is perfectly clear to my mind, and every lawyer will say so, that his signature is of no avail, and cannot bind the estate.

The superintendent, who was educated as a lawyer, well knew the defect of the title; for, in the winter preceding the meeting of the Directors in 1828, when they determined to occupy the ground, and to commence their work, he had prepared a bill, and sent it to the Legislature to be passed into a law; the object of which was, to compel dissatisfied commoners to sue for damages, and not for ejection. Any one acquainted with the rights of citizens to their property, and the constitutional powers of the Legislature, will, I think, pronounce that such a law would have been *unconstitutional*, and consequently, that the bill was *justly* rejected.

In confirmation of the views stated above, I present the opinions of *professional* characters. An eminent lawyer of this city, whose opinion I requested, says, in a letter: “It does not appear to me, that it is necessary that a proprietor should give notice of his claim, inasmuch as the right of common, in the proprietors of the lots, is a part of the title itself; or rather, the title of the trustees is plainly subject to that

right. It is not a case of *dormant* or *dubious* claim, in relation to which the trustees may be considered as being without notice; but is a case of *clear, certain, and well-known* right, to which the trustees' title is confessedly subject; and in direct opposition to which they must be considered as acting, if they proceed to erect their buildings."

"The right being appurtenant to each lot, the acts of one proprietor cannot affect other proprietors; and, therefore, if the individual alluded to were to release his right, it would not affect the rights of other proprietors."

"I may add, that I see no sort of safety in erecting buildings, until the whole right of common is extinguished; I mean so far as relates to the land within the boundaries of the grant to the Seminary, by the act of Assembly."

Thus stood the title, when, after giving due notice of the facts to several members of the Executive Committee, I felt it to be my duty to determine on resigning my office as soon as the plan of the Seminary would allow.

Subsequently to my determination being known, additional signatures have been procured. How far an advance toward perfecting the title has been made the Assembly must decide; and I may add, that, if this should ever be accomplished, it will be owing to my determination to resign.* It

* Certainly no obstruction was thrown in the way of perfecting the title by my determination. It served to rouse the directors to action. "I have placed you," was my language to one, "in the most favourable situation for securing a good title, if it can be obtained. Now is the time for gaining releases from lot-holders. 'Our professor,' you may say to them, 'has determined to resign on the ground of the invalidity of the title. If you wish to have the Seminary on the hill, you must give us a better title.'" And I added, "there ought to be a fair understanding with the commoners in regard to the use to which you intend to apply a part of the ground; because, unless you can have the right of applying it so as to raise from it a fund, it will not be worth accepting; for in that case, the *grading* of the hill will make it a *dear purchase*."

"You have done us good," said a director to me, a day or two after I had read my statement to the Assembly. "We admit all your facts. We were asleep, and you have roused us. We are willing to have a restriction laid on us, not to proceed in erecting the buildings till the title is perfected"

is however my duty to ask, whether sufficient pains have been taken to ascertain whether all who have signed had a right to sign; and whether, if wills were examined, it would not be found that some signatures were of no avail. Have females no right of dower in the common? Are no females owners of lots? Have females signed the deed of conveyance?

In regard to the estate of James O'Harra, it is proper to observe, that the trustees may so convey the property to one of his children, that she and her husband may release her right of common; but as the property of the other two must remain in trust, their right of common cannot be conveyed to the Assembly.* For minors no one can sign. Beside I know of two lots for which an inhabitant has for years paid the taxes, the owner of which is unknown.

The right of *out-lot-holders* to common is unsettled. As a determination of this question was unnecessary in deciding the case of the University, the court left it undetermined. The right however of proprietors of out-lots originally bought in connexion with town-lots, but afterwards separated by sale, cannot be disputed; because one and the same patent was given for these lots thus sold by the State in connexion. As this class of out-lots, or many of them, lies at the extreme part of the reserved tract, and has the right of common, does it not seem probable, that the right was originally attached to the intervening out-lots, which are in situation nearer to the common? An eminent legal gentleman in Pittsburgh told me in conversation, that he knew that the out-lots had the privilege of common. The Secretary of the Land Office informed me, as I passed through Harrisburgh in my return to this city, that a legal gentleman of Washington, now deceased, had a few years ago examined the question,

* To his daughter Mary, whose child survives her, Mr. O'Harra bequeathed, beside other property, several *out-lots* and *town-lots*; and to his son, two *out-lots*. Mary died before any conveyance was made to her; and the son's whole portion was put in trust during his natural life. Who can tell what will be the disposition of the heirs when they come into possession of this property?

and was fully persuaded that the out-lot-holders had a right to the common.

Were the Assembly to submit this question to the judgment of professional gentlemen, they would learn, that, if but a *single lot-holder*, who had not released his right, were to bring the question into court, judgment must be given against the Assembly; and that the Legislature itself could not, by the exercise of any constitutional power, afford protection.

A legal gentleman in this city wrote to me, under date March 10, thus: "Before receiving your letter, which is now on my table, and indeed before your decision was known here, I had examined, for my own satisfaction, the question of the Assembly's title to the ground in Allegheny, and had arrived at the conclusion, that the Seminary would be at the mercy of every lot-holder in the town. I was aware, indeed, that releases had been executed to a certain extent, but I felt assured that in this case, as in every other that I have known of a similar character, some one, or some half a score would be found at last to have retained an interest; and that, in the end, the title would be quieted only by a long series of compromises. I fully agree with you, that it would ill become the General Assembly to occupy land under an imperfect, or even a doubtful, and, therefore, litigated title."

Under date of March 18, an intelligent and respectable member of the Legislature says, in a letter from Harrisburgh: "I have already informed you, that not having turned my attention particularly to the law, it would be presumption in me to give an opinion on principles that are not well understood even among lawyers. I have, however, mentioned the matter to several gentlemen of good legal acquirements, who seem to be unanimous in saying, that the commoners could not release, except they would all join in the deed."

In the close of this particular, it is my duty to add, that it were easy to prove, before a court of justice, or a bench of lawyers, that the title is not now valid, and that it cannot, by

any exertions, be perfected for years to come; and to remark, that no period of possession can afford security to the Assembly, while the title remains defective. For many years, the city of Pittsburgh had been in possession of a strip of land lying along the Monongahela, from Grant street to the point at the junction of the two rivers. They believed their title to be good, and had for years derived a considerable revenue from this ground. But other claimants appeared, and submitted their claim to the judgment of the Circuit Court of the United States. The cause was very recently heard and tried in this city; and judgment has been given in favour of the new claimants. A serious loss to the city of Pittsburgh; and a heavier one to owners of property on Water street; for, eventually, it may destroy the beautiful prospect now enjoyed by the houses along the Monongahela.

2. *My second reason is, regard to the DIGNITY and PURITY of our church, as well as regard to my own character.*

Circumstanced as the title was last May, it is plain the ground ought not to have been occupied; and had the facts been known to the last Assembly, they would, it is presumed, have deemed the occupancy inconsistent with the dignity and the purity of the Presbyterian church. To me it appeared proper to be known, that the supreme judicature of our church were ignorant of any defect in the title; and consequently, not liable to reflections some might wish to cast on them, for occupying ground to which they had no legal title.

Nor have I been unmindful of what was due to my own character. As a Professor of Theology in the institution, I am not, it is true, responsible for the doings of the Directors, or of the Executive Committee. Intelligent men, however, sometimes fail to make the necessary distinction; and, had I continued my connexion with the Seminary, without giving some public declaration of the defect in the title, I should have merited a share in any censures due to the holding of ground without a legal title. I am unwilling to participate in such censures; and the easiest way to avoid them is to resign

my office, though, in so doing, I may incur other censures, which I am conscious I do not deserve.

It has been said, that had I been silent, the title would not have been disturbed. The assertion is altogether *unfounded*; for, before I had any knowledge of its defect, a lot-holder had, at two different times, warned the superintendent to desist, and had taken legal advice in regard to his rights. Had he chosen to do so, he might have ejected the Assembly. His opposition has been removed only by complying with his demands, and larger ones than he at first made. If, however, nothing of the kind had happened, and I had become fully satisfied in my own mind of the invalidity of the title, and the consequent danger of erecting buildings on the ground, surely the duty I owe the church would not have allowed me to be silent. Had I acted such a *timid* part, and the buildings been erected and afterwards lost, I should have reproached myself, and others would have reproached me, for concealing a fact I was bound to make known.

It was my duty to speak. I did so; and even before my views had been confirmed by the opinion of an eminent legal character in this city, I expressed to three members of the Executive Committee and another director, my decided conviction of the invalidity of the title, and that no lawyer of reputation in Pittsburgh would, in *writing*, give a favourable opinion. Subsequently I urged the propriety of perfecting the title, if it could be done, and expressed a wish that the Board of Directors might be convened. But finding my brethren did not feel the apprehensions I felt; that they were disposed to prosecute the erection of buildings on the hill; and that a meeting of the Board was not likely to be called; it appeared duty to determine on resigning my office. As the plan required six months' previous notice, I embraced the earlier opportunity of signifying my intention to the proper officer of the Board.

The Executive Committee, however, were afterwards convinced of the illegality of the title; and felt the necessity of looking out for other ground. Yet, if I am not mistaken,

nothing can be found, either on their minutes, or on those of the Board, the meeting of which was not called till the 10th of March, that will indicate the fact. And here my brethren and I have differed in our views. They wished to conceal the defect of the title; but I thought the honour and purity of the church required a frank and open acknowledgment of the truth.

3. *The HIGH PRICE OF LIVING at Allegheny town furnishes another important reason for my resignation.*

During my visit to Pittsburgh in the autumn of 1827, I was led to believe that the students could be supported at a very low rate. This was, in my view, a strong recommendation of the place selected as the location of the Seminary. It would be vain to look for many students of the west, to resort for education to a place where a large expenditure of money would be needed. In the winter of 1828, a considerable rise in the price of provisions took place; but as this was attributed to temporary causes, it was believed that the price would soon fall again. But after the settlement of my family in Pittsburgh, I felt greatly disappointed at the expense of living, and the continuance of the high price of provisions; and early expressed to a brother my apprehensions of the injurious effect it would have on the growth of the Seminary, and fears that it was unfortunately located. As far as I have been able, by inquiries and observation, to obtain information, it appears to me probable there will be no very material diminution in the expense of living.

The discouragement, however, arising from this circumstance, was abated by the prospect of a large fund to be raised from leasing building lots connected with the Seminary ground; a part of which might be applied toward reducing the students' expense in living. But this expectation is gone. No prudent man would build on them; and if any should be willing to run the risk, they would give but little for them. Besides, I have sufficient evidence to convince me that the inhabitants of Allegheny town would oppose such a use of

the ground, as not comports with their intention in their releases.

If no fund can be derived from such a use of the ground, of what value will it be to the Assembly? The grading of the middle section of the hill has already cost \$2500, and would have cost much more, if the superintendent had not relinquished his salary of \$1000. The completion will require \$500, which, it is *supposed*, will be repaid by the sale of stone dug out of it. Two-thirds remain to be graded; and it is easy to calculate what the whole will cost. Thus the ground, instead of being a *valuable donation*, is likely to become, in the end, a *dear purchase*.

It has not been ascertained whether water can be obtained by sinking a well on the top of the hill.

4. *The great change in the PROSPECTS of the Seminary, is another important reason.*

To the Assembly of 1827, the ground was stated to be worth \$18,000; and a subscription amounting to \$36,000, obtained by hasty efforts within the bounds of the Synod of Pittsburgh, was reported for the Western Seminary; provided it should be located in Allegheny town. In the printed report to the last Assembly, it is stated, that "the amount originally subscribed in Pittsburgh and Allegheny town exceeds \$12,000, and may be very considerably increased; and that at the foot of the hill there is "an entire range of building lots eligibly situated:" and from these lots, it was understood, might be derived, in a few years, an income sufficient to support one, if not two professors. A professor of ecclesiastical history and church government was chosen last May; and a young man of promise, it was known, would be appointed by the directors, as teacher of oriental and biblical literature. The Seminary, it appeared, might go into speedy and full operation. Living too, it was believed, would be cheap and inviting to students of slender means for support.

In circumstances so flattering, I accepted my appointment as Professor of Theology. I cherished the hope, that any unfriendly feelings excited in the breasts of some by its location,

would speedily die away; and that it would become, what the Assembly intended it to be, *The Western Theological Seminary of the Presbyterian Church*.

To show how materially these prospects are changed, it is hardly necessary to add to what has been said about the title to the ground, and its consequences, that, after repeated inquiries in regard to the subscription papers of \$36,000, I could learn nothing more, than that they were scattered among the congregations, and some lost; and that there is no encouragement to hope that the Western Synods will patronise the Seminary in its present location.*

I am of opinion, that the institution will not answer the Assembly's design; and that although it may retain the name of the *Western Theological Seminary*, it will be merely *Synodical* in its operations.

A frank and full exhibition has been given of the reasons that brought me to a determination to resign my office, and have kept my mind in that determination. I have often reviewed them, and frequently prayed I might not mistake the path of duty. I have seen no reason to change my intention. I still think, that in these circumstances, Providence does not require me to persevere in sacrifices voluntarily made, and to make others that I contemplated; to deprive my family of

* Reported as subscribed, - - - - -	\$ 36,000
Subscribed afterwards, in Philadelphia, nearly \$6,000, say	5,800
Mr. Hughes' agency was reported as being successful, and therefore may be set down as yielding, additional, -	8,000
Total, - - - - -	\$ 49,800

But the Board reported only \$30,000. Here I must speak from recollection. The report of the Directors has not come into the hands of the Stated Clerk.

As an inducement to accept my appointment, one Director told me I would immediately have 15 students; and another, that I would have 20; and urged this as a consideration for entering on my office just after my appointment.

When I arrived in Pittsburgh I found *four* students, who had been studying there during the year past. When I began to instruct them, *four* more were added; but one of the former retired. So that we had *four* in one class, and *three* in the other; all from Presbyteries belonging to the Synod of Pittsburgh: the fruit of one year and nine months.

comforts and conveniences to which they have been accustomed; and to subject my children to disadvantages and temptations that may be avoided.*

Respectfully, therefore, I tender to this General Assembly my resignation of the office of Professor of Theology in the Western Seminary.

For this long communication I must beg pardon; and yet solicit indulgence, while, in the close, I remark, that, being conscious of having endeavoured to ascertain and do the divine will, I *feel no regret* at having accepted my appointment. It is not for us to determine duty with a *prophetic eye*. Ours is a humbler task; to learn present duty from present circumstances. Israel, by following the guidance of the heavenly cloud, made their journeys, and not unfrequently retrograde ones. They returned and pitched their tents in places they had formerly left. We need not complain; for He who knows the *future* as perfectly as the *past*, has said: "In all thy ways acknowledge him, and he shall direct thy paths."

For all the facts stated in this communication I hold myself responsible, and stand ready to produce further evidence, if needed. The opinions expressed will go for what the Assembly may think them worth. I will, however, observe, that they have been carefully and prayerfully formed; and add,

* The reader is now prepared to decide on the sufficiency of my reasons, and to appreciate the truth of a report circulated in Pittsburgh and on this side of the mountains, that the *true* reasons of my resignation were of a *domestic nature*. In leaving a large and important congregation, to whom I was attached, and of whose cordial and united attachment I had no reason to doubt; in exchanging a liberal support for a very precarious one; in removing my family from the circle of their friends and relatives to that of strangers, and from Philadelphia to Pittsburgh; no one will doubt there was a sacrifice made to duty. Had it not been *felt*, it would have been *no sacrifice*. It was felt; and if the pressure of it on my family had been so severe as to require my resignation, I should have frankly acknowledged it, and felt myself justified in assigning this reason. But this was not the cause of my determination. In the statement presented to the Assembly, I have fairly and honestly exhibited, in their proper connexion, the reasons that induced that determination, and kept my mind from swerving from it.

that I could not withhold what is contained in this communication consistently with what I deem duty.

Very respectfully,

J. J. JANEWAY.

Philadelphia, May 26, 1829.

The Rev. Moderator of the General Assembly.

Minutes of the Assembly on the Case.

The Directors of the Western Theological Seminary, made their annual report, which was accepted, and committed to Dr. Martin, Mr John Johnston, and Mr. Denny.

Rev. Andrew Wylie, D.D. resigned his office as a Director in the Western Theological Seminary.

Nominations were made, to fill the vacancies in the Board of Directors of the Western Theological Seminary.

The Rev. Jacob J. Janeway, D.D. resigned his office of Professor of Theology in the Western Theological Seminary, and gave at length, in writing, his reasons for so doing.

The resignation of Dr. Janeway was accepted; and his written reasons, with accompanying papers, were committed to the same committee to which was referred the report of the Directors.

Mr. Boyd, Mr. Beman, Mr. Cushman, and Mr. Strong, were added to this committee.

The committee to whom was referred the report of the Directors of the Western Theological Seminary, together with the reasons assigned by Dr. Janeway for his resignation of the office of Professor of Theology in that Institution, made the following report, which was adopted, viz:—

The Directors of the Western Seminary having reported to the General Assembly, that they have had under their care, during the past year, eight students in the said Seminary; that there remained, at the close of the last session, seven students; that preparation has been made for the commence-

ment of the erection of suitable buildings for the said Seminary, on a site selected for that purpose in the town of Allegheny, but that the title to the land is not yet perfected; your committee recommend the adoption of the following resolutions, viz:—

1. Resolved, That the sum of \$3000 be appropriated and paid to the Directors of the Western Seminary, for the support of teachers for the present year.

2. Resolved, That the sum of \$8000 be appropriated for the erection of the necessary buildings for the accommodation of the Western Seminary; and that the same be paid, so soon as the Directors of the said Seminary have satisfactory evidence that all objections to the title of the land, on which the said buildings are to be erected, shall have been removed.

