

Observations on New Covenant.  
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# Defects of the Covenant of 1830.

In the decision of Judge Nichols in the  
Court of Appeals in the Shaker Case of  
Gass and Banta against Wilhite & Als.  
— The Shaker Trustees at Pleasant Hill, Ky.  
On May 5<sup>th</sup> 1834.

Judge Nichols said, in his deciding argument,  
"The principal, if not the only question for  
our determination, is, therefore, whether this  
be a Charitable Use, such as a Court of Chan-  
cery would support, and enforce, under  
the 4<sup>th</sup> Elizabeth (An Old English law  
in the reign of Queen Elizabeth) "For, if  
it be, it will conclusively show that the  
court ought not to assist any one ~~to~~ in  
breaking up, and dividing out the  
charitable fund. — And, if it be  
not, it will go far to sustain the argu-  
ment which insists upon a right of ~~de-  
cision~~ partition among the founders of  
the fund, from the want of capacity,  
any where to enforce the trust according  
to the intention of its creators."

"If the Society be really charitable in its

ends and objects, it cannot be any the less so because its founders, or the most of them are its members, also. The donation is not to each other, in the nature of a community of goods among individuals, but to the society. They do not hold as individuals, but, as members of the society. Their proprietaryship of the usufruct continues so long only as they continue members!! When they cease to be members, they cease to be proprietors!!

This important decision for the sustaining of the validity of our Covenant of 1830, rested on the basis, that the Shaker Community, was, virtually, an Alms-house under the interpreted reeling of H<sup>3<sup>rd</sup></sup> Elizabeth, Judge Underwood dissenting.

This we have publicly denied in all our publications for 30 or 40 years past. But, it was this little falsehood that was the lone pivot upon which the Covenant of 1830 was sustained in that important law suit of Gass & Banta of 1834, at Pleasant Hill, 1864.

All these weaknesses are avoided in New Covenant.

3<sup>rd</sup>

The Covenant of 1830, Though an immense improvement on the first written Covenant, ~~so~~ and the Covenant of ~~1830~~ 1814, and, though it has been sustained in many Courts of law, is very lacking in perspicuity in several important points so that lawyers and judges frequently fail to understand it alike. In the New Covenant all these points are made plain & easily understandable.

1<sup>st</sup> The "One faith" mentioned in Covenant of 1830, is not defined, And Gass & Banta claimed they had same faith they always had, &c.

In the New Covenant this "One faith" is defined.

2<sup>nd</sup> The term "Church" in Covenant of 1830 is not understandably used. This corrected in New Covenant.

3<sup>rd</sup> Gass & Banta claimed the Covenant of 1830, plainly stated that the "Body" (of Covenant Members) "held the property as their natural as well as religious rights"

4. "That the property was the property of the society who signed the Covenant; that they were among the signers." &c.

5. "That the Covenant did not tell how this property was consecrated to God so that any body could understand it."
6. "That there was nothing in the Covenant that took the property out of the hands of the signers, and one had no more right than another seeing there was no defined faith."
7. "There was no clause depriving them of their natural rights, &c &c."
8. "From its face and tenor, they could not agree as to its meaning." &c

All the foregoing points are made so clear in the New Covenant, there is no misunderstanding of them, and no loop holes left for any such capricious arguments.

## A cursory Digest of the Essential Improvements of the New Covenant, over the Covenant of 1830.

1st "It has more method, consequently,  
more perspicuity."

- 2<sup>nd</sup> The New Covenant is shorn of the abundant tautology & numerous repetitions of the same sentiments, by which means the New Covenant is considerably over one thousand words shorter than the Old, at same time conserves all the good in the Old, and nearly double the amount of ideal matter.
3. It is adapted to any country, or language, The Old, in this deficient.
4. It defines the One faith stipulated in the Covenant.
5. It explains what is meant by the term "Church" the Old does not.
6. It makes the heading of Article 1<sup>st</sup> and other sections, agree with what is under them; this deficient in the Old.
7. It makes One Head, to the Body of all Liou.
8. It relieves the Ministry of the First Bishopric, from going to other Bishopricks only as they may feel a gift among themselves to do so.

9. It Binds all the Members to receive whomsoever the Central Ministry may send. Not in Old Covenant.
10. Section III, is made plain and consistent, and, added to it, how the money of Novitiates should be used. Not in the Old Covenant, and many trials in relation to the manner this has been done.
11. All of Article III, Section 2<sup>nd</sup> Omitted the substance of it is in Section 1<sup>st</sup>.
12. A Better Arrangement of Covenant Articles.
13. Method of confirming the Covenant is given. This not in the Old.
14. The Obligations of Officials, added to duties This not in the Old Covenant.
15. Trustee, and Troster; Consecrate, and Consecrator explained! Not in the Old.
16. Sisters made Trustees same as Brethren equal voice in all important matters, In the Old they are only associated with the Trustees; not made equals.
17. The arrangement such that Trustees may be removed as easily as Elders or others,

without a written legal document. This  
a great improvement.

18. Duties and Obligations of Trustees made  
much plainer than in the Old, and their  
limits defined. Not clear in the Old.
19. Males and females equal voice and priv-  
ilege in the use of money; but not to hold  
it as an exclusive and separate interest,  
Duties made plain. Not in the Old.
20. Trustees prohibited from disposing of any  
portion of the homestead lands or build-  
ings, except on conditions prescribed! Not  
in Old Covenant.
21. Forbids borrowing money ~~for value received~~  
~~received~~, or giving note for value received,  
or going in debt in any way except on  
specified conditions. Not in Old Covenant.
22. Tells objectionable conditions under which  
Trustees may not buy nor sell! Not in Old.
23. Forbids all Lottery Speculations, or games  
of chance, of any kind! Not in Old.
24. Forbids any one putting money in Bank in  
his or her single name. Not in Old.



- 25. Declaration of Trusts Omitted, not needed by laws of New Covenant, Has been miserably overlooked & neglected, by appointees under Old Covenant,
- 26. Section VII. Omitted, All contained in other sections,
- 27. Right of appeal to Ministry granted to members, Not in Old Covenant,
- 28. It makes provision for keeping all the consecrated property and estate in the possession of Covenant Keepers as Usufructaries of families or Societies who might fail, and wish to convert it to selfish uses. Not in Old Covenant.

Everything noted in the foregoing sections is considered as improvements on the Covenant of 1830, by the best Lawyers and Judges in Kentucky. And, they say this New Shaker Covenant would be an honor to them in any Court.

But, it has been very difficult for any two Lawyers or Judges to understand the Covenant of 1830 alike. But, with the New Covenant there is no difficulty about it.

In the Case of <sup>2<sup>d</sup></sup> Gass and Banta, in  
the Court of Appeals, in Kentucky,  
in 1834.

Judge Underwood stood opposed to  
sustaining the Shaker Covenant of  
1830, on the basis that the Statute 4<sup>3<sup>rd</sup></sup>  
of Elizabeth, does not embrace the Cove-  
nant of the Shakers, and the trust and  
uses thereby created; that their property is not  
in fact, devoted to charitable uses, within  
the meaning of that Statute. That if the  
Covenant be construed as an agreement to  
forfeit the estate of the Covenanter, upon his  
changing his religion, it is an agreement  
without a consideration, ~~and is false,~~  
contrary to the spirit of the Constitution  
and void."

Now, Although, in this case, the Covenant  
of 1830, was sustained, by the Chief Justice &  
Judge Nicholas, on the basis that the Cove-  
nant constituted a Charitable Institution  
under the Statute of 4<sup>3<sup>rd</sup></sup> Elizabeth; Yet  
this was not the fact. Such a decision  
could not now be obtained, in any Court,

Among persons not thoroughly acquainted with the stipulations, spirit, and consecrating character of our Covenant, there sometimes arises the inconsistent idea, that, in case of the dissolution of a Covenantal Shaker Society, should such a dissolution ever occur, there could be a division of the property to the few surviving members of the Covenantal compact, and, that they would be, individually entitled to shares of said Covenantal Estate.

This is a very grave mistake. Because No member of any Shaker Society, nor seceder therefrom, or as a consecrated contributor to the property thereunto belong<sup>ing</sup>, as commonly expressed, ever was, is, or ever can be an owner of any portion of said property, only as an usufructuary; because every item of said property is an entire consecration to God, for religious, and such charitable purposes as the spirit of humanity & Christianity demands; and each one, and all the members of the several Shaker Com-

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munities, are simply enjoying the property in usufruct only!

And, let it be kept constantly before the people, that the property of any Shaker society, should such society be broken up could never be divided, legally, to the individual members who had composed said society, because it is a consecration to the support of a cause, and that cause the most noble of any ever engaged in by the interests of man, namely, the planting, establishment and perpetuity of the ~~interests of man~~ Kingdom of Christ.

A Kingdom set up by the God of Heaven, and never to be destroyed, whatever momentary defection of members or reverses of fortune, for a time it may suffer. It is a tree whose branches will get extended throughout the earth, because its roots permeate the soil of human necessities, and of God's purpose for human salvation and redemption.

And millions of souls who are not satisfied

with the husks of empty professions of Christian righteousness, and the legitimate fruits of human creedal dogmatism, are reaching out their spiritual hands to find the fruits of the tree of life - Salvation from the sins that curse humanity; which salvation is found as the fruits of the Christian doctrine of the first Great Shaker, - Jesus Christ. And every true and honest Shaker finds the same fruit, and, by the strength thereof, overcomes the world within themselves, and helps to build up the Kingdom of Heaven upon earth; To this end; all Shaker property is consecrat<sup>ed</sup>

Giles B. Avery,

### Observations concerning Democracy.

There is a class of persons among Believers, some of which, if not all are well meaning, who think that the Shaker Covenant ought to be constituted on a Democratic, instead of a Theocratic basis.

These persons refer to the prophecy of Jeremiah which predicts a New Covenant with God by the House of Israel, & with the House of Judah, when "God would put His law in their inward parts, and write it in their hearts." x x x

"And they shall teach no more every man his neighbor, and every man his brother, saying, Know the Lord; for they shall all know me, from the least of them unto the greatest of them, saith the Lord; for I will forgive their iniquity, and will remember their sin no more, Jeremiah xxxvi<sup>th</sup> 31 to 34.

And such persons apply this prophecy, which refers to the state of the Church of God triumphant when all souls in it shall have found full redemption; to the state of the Church militant, while she is yet continually wrestling with the powers of the evil worldly nature, which is the state of the Christian Church upon the earth.

It is the Christ Spirit - The Lamb of God, that taketh away the sins of the world, that is the Leading, ruling, and appointing & availing

power in the Kingdom of Christ. The Church of Christ, constitutes a Kingdom as Christ said "not of this world," Of course the constitutional authorities of this Kingdom are not appointed according to any worldly pattern, <sup>n</sup> either as a monarchy, whose rulers are appointed by hereditary descent, nor yet by vote of majorities of numbers, Said Jesus, "We have not chosen me, but I have chosen you and ordained you!"

When Mother Ann Lee was asked if she was not a leader, or Ruler in her Church, she replied, as did Father William Lee, "We suffer neither man nor woman to lead in the Chh. (that is, in the capacity of the natural man & woman.) But when baptized and overshadowed with the spirit of Christ, then either man or woman could lead." At the same time the body of Christ is not all head, but, it has a God appointed & God anointed head to lead its holy consecrated body.

Were the Leaders of Christ's Church appointed by votes and majorities of numbers, it

would transfer the leading authority from the head to the body, and, in some cases, to the hinder parts, for, it is often the case, that "they are not all Israel, that are of Israel," Not all numbered in Zion that have yet gained the one uniting spirit of Christ, and, <sup>some</sup> ~~of~~ times even the largest number in a family would be of the clasp, not pure Israelites. A leader appointed by a majority of voters of this clasp, ~~and~~ and a government instituted on this basis, would be a worldly, not a Christian government! Thus left to votes for the appointment of Leaders, instead of the spirit of Christ, would let in contention, strife, electioneering, or, what is called among politicians, "Wore pulling" the result of which would be corruption & demoralization & final desolation, & dissemination. It would be a man-made government; not a government appointed by God.

Relative to a Revision of Covenant,  
for at least thirty years there has been many



suggestions and solicitations manifested to the Ministry of Mt Lebanon desiring a revision of the Covenant of 1830. There have been presented from every society of Believers in the country; these numerous suggestions were all carefully filed and considered by the Lebanon Ministry, and eventually presented to Elder Hervey L. Eads of South Union, Ky, requesting him to analyze the same and <sup>arrange &</sup> embody them in Covenant form in combination and revision of the Covenant of 1830. No other person now living, at least among the Shakers, having had such extensive acquaintance with the legal trials and issues of our Covenantal stripes as Elder Hervey, he was deemed, by Lebanon Ministry the most eligible person to perform the task of revising the Covenant. He was also personally acquainted with many lawyers & Judges of renowned wisdom in legal matters with whom he could counsel with little cost compared with what a



on the two or more former Covenants, yet, in some points it was quite foggy, even though the highest Courts could arrive at its spirit, intention, and general meaning.

The New Covenant was revised and rewritten four times before it was printed; and, were it revised and rewritten very many times more by any person within, or without the bounds of Lion, there doubtless would be some persons to fault it.

The time, arduous labor of the revision, also the entire cost of printing and binding has been gratuitously borne by Elder Hervey, of South Union, N. C. and, in the estimation of the Ministry of Mt Lebanon, All our Lion owes him a debt of gratitude and thanks.

There has been no omission of any good feature of the Covenant of 1830, but the true spirit and intent thereof scrupulously retained, while many essential improvements have been added, which have been the suggestions of the different societies.