A

REVIEW

OF THE LATE

CONTROVERSIES

BETWEEN THE

REV. ISAAC LEESER

AND THE

CONGREGATION MIKVEH ISRAEL.

PHILADELPHIA:

1850.
REVIEW.

The late controversies between the Rev. Isaac Leeser, Hazan of the congregation Mikveh Israel in Philadelphia, and the officers and members of that body, are now brought to a close, by the voluntary withdrawal of the former, and his authorized announcement that he will not be a candidate for re-election. At the same time, Mr. Leeser and his friends are endeavoring to make an impression that he is an ill-used man; and many well-disposed persons, in ignorance of the facts, have brought themselves to believe that the congregation have treated him badly. To correct these erroneous impressions, and to diffuse the light of truth, is the object of this publication.

It is proposed to give the reader a brief review of the late controversies between Mr. Leeser and the congregation, which, if read without prejudice or passion, but with a sincere desire to arrive at the truth, will satisfy any candid person not only how groundless are the complaints of the reverend gentleman, but that the congregation and its officers are the parties aggrieved, and, under the repeated provocations they have received from him, have manifested no small degree of forbearance.

It is not a pleasant duty to be under the necessity of putting such matters in print; but as Mr. Leeser has not hesitated editorially to review and censure the congregation through the columns of a periodical, he cannot complain if those aggrieved by his course shall seek, through the Press, to disabuse the minds of the members of our congregation and our co-religionists elsewhere.
The principal subjects of dispute between him and the congregation were threefold.

1. That he insisted upon being elected Hazan for what he called during good behaviour,—or in other words, for life.

2. His expressed determination not to sign a contract for the faithful performance of his duties, as required by the by-laws.

3. His disrespectful and uncourteous bearing towards the officers of the congregation, and towards the congregation themselves.

I.

AS TO THE TENURE OF THE OFFICE.

The regular Hazanim of the congregation who preceded Mr. Leeser, were, the Rev. Gershom Mendes Seixas, Jacob Cohen, Emanuel Nunes Carvalho, and Abraham Israel Keys—all men of unaffected piety, great moral worth, learned in our laws, thorough-bred Portuguese Hazanim, familiar with all the duties of their office, which they so exercised as to deserve and win the love and respect of the congregation. Of them it might truly be said, "There were giants in those days." Yet no one of these pious and learned divines was ever elected for life. Some of them held their offices at the will of the congregation, or from year to year, and others for limited periods. Our congregation always repudiated the life tenure of the office, and the correctness of the doctrine is at this time sustained throughout the length and breadth of the land. We have seen State after State cast off the life tenure of their Judges, because those Judges felt themselves wholly irresponsible; and no matter how gross their official or personal misconduct might be, if it was not such as to consign them to the Penitentiary, the idea of an impeachment was a burlesque,—it seldom or ever amounted to anything. So would it be with any other officer with a like tenure; it is at best but frail human nature, and the sacredotal character of the office would not tend to make the incumbent less arrogant or presuming. This principle of the limited tenure of office, was not first called in requisition towards Mr. Leeser, but was acted on by the congregation before he was born. The early records
of the congregation are imperfect; but we all know that the
good behaviour, or life tenure, was never recognised; and the
records of the congregation for more than thirty years, shew
the constant assertion of the opposite principle. A few extracts
will shew this:

1815. July 30. At a meeting of the congregation, (Hyman Marks, Parnas,) a
communication was received from A. H. Cohen, offering to serve for one year, or
from year to year, at $600 per annum, if regularly invested with the office of Hazan;
but this proposition was refused, the congregation not being willing to consider him
a regular Hazan.

1815. Oct. 29. The Rev. E. N. Carvalho was engaged as Hazan, at a salary of
$800 per annum, with a dwelling-house, and the usual perquisites. Nothing was
said about the term of service.

1824. April 25. Mr. Hyman Marks moved that the Committee on the subject of
a Hazan, should be authorized to engage such person as may be elected by the con-
gregation at their next meeting, for any term not exceeding two years, at a salary
not exceeding per annum, free of perquisites. While this motion was under
consideration, the meeting adjourned until May 2.

1824. May 2. This resolution was adopted, and the blank filled with $700. Mr.
A. M. Cohen, seconded by Mr. Isaiah Nathans, moved a reconsideration, so as to
reduce the term to one year.—Lost. The meeting then went into a ballot, when
Mr. E. S. Lazarus, of New York, was unanimously elected.

1824. May 23. Mr. Lazarus declined the office; but a resolution was adopted,
authorizing the Committee to engage him on such terms as they shall think proper,
not exceeding two years. Carried—yeas 21, nays 4.

1824. June 6. The Committee reported that Mr. Lazarus declined any engage-
ment, except during good behaviour, and at a fixed salary, and recommended the
following resolution, which was adopted:

Resolved, That it is inexpedient to engage any person as a Hazan, except for a
stated number of years.

1824. June 26. The Rev. A. I. Keys was elected Hazan; and after his election,
a resolution was adopted to take him up for five years, at $1000 per annum, his
salary to commence from the time of his leaving the island of Barbadoes.

1828. Oct. 26. The death of Mr. Keys being announced, resolutions of condo-
lence were adopted, and the sum of $1000 was voted to his widow.

1829. April 12. The congregation voted a pension of $8 per month to the widow
of Hazan Carvalho; and at the same meeting, the following resolution was adopted:

Resolved, That the salary which shall be allowed to the Hazan who may be
elected by this congregation, shall not exceed $1000 per annum, and that his engage-
ment shall not be for a longer period than five years.

1829. Sept. 6. A ballot being taken, Mr. Leeser was elected Hazan. After his
election, a resolution was passed to engage him for two years, at $800 per annum.

1829. Sept. 20. A letter of acceptance was read from Mr. Leeser, in high terms
of compliment, and containing no allusion to the tenure of his office.

1831. May 15. A Committee was appointed to confer with Mr. Leeser on the
subject of a re-engagement for a period not exceeding five years, at $800 per annum,
with power to engage him accordingly.
1831. Sept. 4. The Committee reported that Mr. Leeser could not serve at that salary, and laid his letter to them before the congregation, when it was

Resolved, That the Parnas be requested to engage the services of I. Leeser as Hazan for the term of five years, at a salary of $1000 per annum.

1836. Sept. 4. A ballot being gone into, Mr. Leeser was elected Hazan.

1836. Oct. 2. A resolution was passed, fixing his term at one year, at same salary.

1837. Sept. 24. Isaac Leeser and Jacques Lyons presented themselves as candidates for the office of Hazan. The following resolution was first adopted:

Resolved, That the Hazan to be elected shall serve for three years, and at a salary of $800 per annum, payable quarterly.

A ballot was then gone into, and Mr. Leeser was elected.

1840. May 17. A resolution was adopted to re-engage Mr. Leeser for ten years from September 29, 1840, at $1250 per annum.

1840. Sept. 26. The Committee reported Mr. Leeser's acceptance of his re-engagement.

1842. Nov. 20. The Committee on the subject of certain complaints against the Shohet, made a report, in which they recommended that the tenure of his office, which before that time was during the pleasure of the congregation, should be turned into an annual term. This report was adopted without a division, and, it is believed, unanimously. The following extracts from it are in point:

"A frequent recurrence to elections of their [the congregation's] officers, is the best check upon them, and the best guarantee for good conduct."

Again—

"It has always been the policy of the congregation to elect the Hazan for a stipulated period, and the principle is the same as to the Shohet."

1850. March 24. The following resolution, after many amendments were previously disposed of, was adopted:

Resolved, That a special meeting be held on the third Sunday of June next, for the purpose of electing a Hazan to serve for ten years, at a salary of $1300 per annum, if a single man, or $1700 per annum if a married man; that the Hazan so elected shall execute a contract similar to the existing one, with this addition, that he shall in all things conform to the Jewish law; and that the Parnas give notice of this election in the Asmonean, and such other Jewish publications as he may think proper.

Before this resolution was adopted, an unsuccessful effort was made to strike out the words, "for ten years," and insert the words, "during good behaviour;" and pending the discussion of this amendment, Abraham Hart, Esq., Parnas, announced from the Chair that he was authorized by Mr. Leeser to state to the congregation, that if they adopted any other tenure of office
than during good behaviour, he would not be a candidate for re-election; but adding, in substance, that if he were elected during good behaviour, he was willing to hand in a written resignation of his office, to take effect whenever called for by the congregation. He also stated, that Mr. Leeser was willing to remain with the congregation for six months after the expiration of his present term, in order to afford them an opportunity of selecting a successor.

From this it will be seen that the congregation acted throughout with the utmost good faith in the assertion of a principle sound in itself, and peculiarly applicable to the present state of society. The predecessors of Mr. Leeser acted under it; he himself took five engagements under it without complaint on that score; and no better evidence of the good disposition of the congregation could be shewn than this, that with many provocations induced by the reverend gentleman himself, they, during five successive terms, retained him for twenty-one years, and it is believed that a majority of the members would have been willing to have elected him for ten years longer, if the other causes of complaint on their part had not induced the same state of feeling towards him that he continually appeared to manifest towards them.

He assigned two reasons for insisting on the life tenure, first, because the congregation could and ought to trust him, to which the answer was obvious, that he also might safely have trusted them, the bond that could most closely have bound him and them together, would have been on his part, attention and fidelity to the duties of his office, courtesy, kindness and good feeling towards his flock, and the capacity to think that those who differ with him on questions of policy or principle, might honestly differ, and that such difference was not of itself an act of personal hostility towards him; this line of conduct would have ensured him a voluntary and not a coerced life tenure, and what is better, would have carried with it the love, respect and confidence of those under his pastoral charge. His other reason was this, that most other congregations elected their Hazanim for life, and that he being the only exception, would be degraded
by being chosen for a term of years; all this is sophistical and unsound, even admitting, as we do not, that other congregations choose their Hazanim for life, it does not follow that we should on that account give up the assertion of a sound principle working well in practice, we believe that some congregations who elected a Hazan for life, have regretted it, and would gladly undo that which they are now convinced they ought not to have done. But the inconsistency of Mr. Leeser is here very glaring, he was willing to hold himself out to the world as elected for life, and yet take the office under a secret written engagement with the congregation, converting its tenure into a tenancy at will, subject to be determined at any time by a bare majority vote;—which was the more degrading position, an open honorable engagement for ten years, or a false representation to the world of an engagement for life, with the reality of a secret understanding, that it was but a tenure at will? The congregation very properly refused to become a party to such a hypocritical proceeding.

II.

Mr. Leeser's Refusal to Sign a Contract.

The 27th by-law directs that "the Hazan and Shohet, shall enter into written contracts under a penalty for the faithful performance of their respective duties, which shall be particularly expressed in each said contract."

This is a very harmless by-law, and in the opinion of any right-thinking person a very useful one, it was adopted in the year 1824, and through negligence or inadvertence, was not sought to be enforced until the year 1837; Mr. Leeser himself, fulfilled three terms without being required to enter into a contract, and but for his own conduct the by-law might to this day have remained a dead letter; but after his election in 1837, he was in the habit of denouncing this by-law, and avowing his determination never to obey it; and the Board of Managers charged with the enforcement of the by-laws were bound to compel obedience; accordingly a meeting of the Board was held on the 10th of December, 1837: present, Lewis Allen, Parnas, A.
Hart, J. A. Phillips, and J. L. Hackenburg, *Adjunta*, when the *Parnas* informed the Board that he had presented to Mr. Leeser a draft of a contract for his signature according to the 27th by-law, which Mr. Leeser had refused to sign, and in reply addressed a letter to the Parnas, which being read, it was

Resolved, That the Parnas convene the congregation this day four weeks, and lay the whole matter before them.—This decisive movement, aided by the proximity of Mr. Leeser's late competitor, had the desired effect, he signed the contract on the 27th December, 1837, and the meeting of the congregation was not held.

His re-engagement in 1840 was the signal of a fresh outbreak; no competitor was now at hand, and he peremptorily refused to enter into the contract, having as afterwards appeared, taken a VOW to that effect; accordingly a stated meeting of the Board was held on December 13th, 1840, at which Messrs. L. Allen, *Parnas*, J. L. Moss, J. L. Hackenburg, and A. Hart, *Adjunta*, were present; the Parnas reported that he had handed Mr. Leeser for his signature a contract similar in all respects to the one he had previously executed, except as to the term of office and rate of compensation, both of which had been increased by the congregation, and that Mr. Leeser refused to sign it—whereupon it was

Resolved, That a communication be addressed to him on the subject.—And accordingly a most respectful letter was prepared on the spot, and signed by the members present, tendering him the contract for execution, and requesting him, if he did not sign it, to give a written reply setting forth his reasons for such refusal, that the same might be laid before the congregation. To this respectful and kind letter, Mr. Leeser returned a long, indecorous and disrespectful answer, giving the most flimsy reasons for his disobedience, and casting the grossest imputation on the honor and veracity of the lamented Allen, then Parnas of the congregation. The contract and the Board's letter to him and his answer, were laid before the congregation at a special meeting, held January 3d, 1841, the following being a copy of the contract which he refused to execute.
ARTICLES of agreement between Isaac Leeser of the one part, and the Portuguese Jewish Congregation, of the City of Philadelphia, incorporated by the name, style and title of "Kahl Kadosh Mikveh Israel," of the other part, made and entered into, at the City of Philadelphia, on the Eleventh day of the month of December, 1840, corresponding with the as follows, to wit:

First. The said Isaac Leeser doth covenant on his part to serve, act, and officiate as Hazan or reader to the said Congregation, from the 29th (twenty-ninth) day of September, 1840, last past, for and during the full term of Ten years thence next ensuing, and to be fully complete and ended; during all which period, he will well, and truly and diligently, and faithfully perform all the duties, usually belonging and incident to said station.

That he will on every Sabbath Eve, Morning and Night, and on all Holydays and Festivals, attend at the Synagogue, and then and there, in a devout manner, read the prayers in the "Original Hebrew Language," according to the custom of the "Portuguese Jews." That he will attend all funerals that take place in the burial ground of the Congregation, and perform the funeral and subsequent mourning service. That he will not at any time perform any marriage or funeral rites without the consent of the Parnas or of the Adjunta. That he will support and abide by the Charter and By-laws of the Congregation, and implicitly obey them, so far as they may be properly applicable to him. That he will obey all lawful orders of the Parnas for the time being, so far as is consistent with Jewish laws and usages.

Second. In consideration of said services, the said Congregation agrees to pay the said Isaac Leeser, as a full compensation therefor, the sum of twelve hundred and fifty dollars per annum, during each of the ten years before mentioned, in equal quarterly payments of three hundred and twelve dollars and fifty cents each, on the days and times that the same may grow due, and payable respectively, or when lawfully thereafter by the said Isaac Leeser required.

And for the due and faithful performance of the foregoing covenants, each party doth hereby bind himself unto the other, in the penal sum of one thousand dollars.

In witness whereof, the said Isaac Leeser hath hereunto set his hand and Seal, and the said "Kahl Kadosh Mikveh Israel," have caused their Common or Corporate Seal to be hereunto affixed, attested by their Parnas and Secretary, the day and year first herein before written.

[Seal.] [Seal.]

For his disrespectful behaviour he, on that occasion, received a sharp vote of censure in the adoption of the following resolutions:

On motion of H. M. Phillips, seconded by E. L. Moss,
Resolved, That in the opinion of this meeting the Rev. I. Leeser has been guilty of disrespect towards the Parnas and Adjunta of this congregation, in his communication with the Parnas, in relation to the contract of re-engagement as Hazan.

Yeas 12—Nay 1—excused from voting 4.

On motion of A. Hart, seconded by D. Pessa,
Resolved, That in the opinion of this meeting the contract tendered to the Rev. Isaac Leeser, by the Parnas and Adjunta for signature, is in strict accordance with by-law 27 of this congregation, and as such is by this meeting deemed correct.

Yeas 15—Nay 1—excused 1.
On motion of H. M. Phillips, seconded by B. B. Hart,
Resolved, That unless the Rev. I. Leeser shall and do, on or before the 29th March, 1841, execute and deliver to the Parnas the bond as tendered by the Board of Adjunta, and approved by a meeting of this congregation, for his re-engagement for ten years, made with him in May, 1840, said bond or his re-engagement be annulled and made void, and that the Parnas pay him for his services at the rate of $1,250 per annum.

Yeas 16—Nays none—excused 1.

Resolved, That there be sent to Mr. Leeser a copy of all the resolutions passed at this meeting.

Notwithstanding these proceedings, he clung to the office, but refused the contract; matters had now grown very serious, and the forbearance of the members was severely tried; the 29th of March arrived, but the contract remained unexecuted; a stated meeting of the congregation was held on April 4th, 1841, when Mr. Leeser sent to the meeting the form of a contract dictated by himself, which Mr. Hackenburg moved should be accepted in lieu of the other, this was negatived, and then

On motion of D. Samuel, seconded by H. M. Phillips,
Resolved, That the contract offered by Mr. Leeser, not being according to the one adopted at the meeting of the members on the 3d of January last, cannot be accepted.

Yeas 13—Nays 4—excused 3—retired 2.

On motion of A. Hart, seconded by J. A. Phillips,
Resolved, That the time for signing the contract by Mr. Leeser as passed at a special meeting on the 3d of January, be extended till the 1st of July next, inclusive, and that the Parnas be authorized to continue his engagement in the mean time.

Yeas 13—Nays 7—retired 2.

Still the troubles thickened, the congregation would not relieve the Hazan from the dilemma in which he had placed himself by his rash vow; he now turned his attention to the Parnas and Adjunta, whose authority he had previously contemned and whom he had treated with contumely; accordingly, Mr. Allen, the Parnas, convened the Board on May 11, 1841, when the whole Board, consisting of Messrs. L. Allen, J. L. Moss, A. Hart, J. A. Phillips and J. L. Hackenburg were present. The Parnas stated that he had convened the Board in consequence of a number of letters received from Mr. Leeser, and proceeded to read them, being four in number, with the Parnas’s replies; but the Board declined interfering and passed the following significant resolution.
Resolved, That the Board are of opinion that they have no cognizance of the subject matter of said letters, in consequence of the proceedings of the Corporation at their stated meeting of 4th of April last, and that this Board declines taking any action on said letters, or giving any advice or opinion thereon.

The agitation continued until a special meeting of the congregation was called, on the requisition of ten members, to take into consideration the differences existing in relation to the Bond of the Rev. I. Leeser. This meeting took place on the 16th May, 1841, when the various communications from him to the Board were read, as also a letter to the congregation of the most unbecoming character, winding up with an offer to sign a Bond if the penalty were reduced to five hundred dollars. This letter elicited much debate and angry feeling, and after several resolutions and amendments were offered the following was adopted—(the words in italics being offered by A. Hart, Esq.)

Resolved, That the Parnas be requested to tender to the Rev. I. Leeser, for his signature a Bond, in conformity with his engagement as Hazan by this congregation, under a penalty of eight hundred dollars, for the faithful performance of the duties of his station; and in consideration of the Rev. I. Leeser having taken a vow that he would not sign a contract which this congregation at a meeting held the 3d of January, 1841, decided was the correct and only contract to be entered into between them and the Reverend Isaac Leeser, and that in order that he may conform to the spirit of said contract without invalidating his vow, therefore Resolved, that the words "sickness or accident excepted," be inserted in said contract.

Yea 17.—Nay 11.

This is the whole history of the "contract" controversy, showing on the part of Mr. Leeser, a determination to set up his unbridled will as a standard, regardless of the wishes of the congregation or the existence of a law which could not be repealed but by a vote of two-thirds of the members present. There never was any oppression in the contract, he was not asked to give security, and the penalty in itself not large, became null and void, if he performed his duties with fidelity. The time-honoured Gabay of the congregation, (who under annual elections has now held his office for nearly twenty-six years, discharging its duties in a manner to make all regret the day when they may have to look for a successor,) is obliged to give Bond with approved security and under a heavy penalty; yet who ever heard a murmur from this venerable man whose solid-
ity, integrity, punctuality and devotion to his duties are universally acknowledged?

III.

The last and by far most unpleasant division of this subject relates to the deportment of Mr. Leeser, towards the constituted authorities of the congregation and towards the congregation. This has been of such a character as to have brought upon him votes of censure from the Board of Managers and from the congregation on three different occasions, which will be alluded to in the order of time in which they occurred.

In the latter end of the year 1831, a seat-holder of the congregation having been guilty of misconduct and disturbance in the Synagogue during worship, and of an affront to the late Jacob Phillips, Esq., one of the Adjunta, standing as Segan in the absence of the Parnas, and of indecency and indignity to our Holy Religion, was at a Board meeting on the 13th of November, 1831, unanimously placed in Harem, and the Hazan directed to announce this censure from the Tebah for three successive Sabbaths, as a warning to all evil doers.

1832. Feb. 12. At a meeting of the Board, it was stated that the Hazan had not complied with the directions to announce this censure from the Tebah; whereupon it was

Resolved, That the Parnas inform the Hazan of the great dissatisfaction of the Board, at his not having complied with the directions of said resolution, and to enquire of him what reasons, if any, he had for non-compliance with the orders of the Board of Managers.

Resolved, That this Board will adjourn to meet on Sunday, 11th March, at 10 A. M., at which time the Hazan is required to attend before the Board, on the subject of the foregoing resolution.

An adjourned Board meeting was held March 11, 1832. Present the whole Board, to wit: Z. Phillips, Parnas; Jacob Phillips, Lewis Allen, Simon Gratz and J. A. Jacobs, Adjunta.

The Parnas informed the Board that agreeably to their resolution of last meeting, he had informed the Hazan thereof, and required him to be and appear this day before the Board, and that the Hazan had addressed a letter to him denying the authority of the Board of Managers and refusing to appear before them, and expressly declaring that he will not by any
act of his, acknowledge the Board of Managers to be his constituted judges—which letter being read, it was on motion

Resolved, That the Board of Managers have by the Constitution and By-laws of the Corporation, full power and authority to manage the affairs of the congregation, and that all the officers are bound by the orders of the Board and the directions of the Parnas, and that this Board will exact from the officers of the congregation a strict compliance with all their orders.

Resolved, That the Parnas make a full report of all the facts connected with the Hazan's conduct, and lay the same before the congregation at their next stated meeting.

These proceedings were laid before the congregation on the 8th of April, 1832, and the following resolutions were adopted in relation thereto.

Resolved, That it is the opinion of the congregation, that the salaried officers always have been, and are under the control of the Parnas and the Board of Managers.

Resolved, That this meeting approve of the proceedings of the Board of Managers.

And thus ended this matter, producing to the Hazan two votes of censure from the Board of Managers, and one from the congregation at its meeting. The writer is unable to divine Mr. Leeser's motive for refusing to obey a plain duty; he did not appear to put it upon any footing except a determination not to recognize the authority of the Board; with how little foundation may be seen by reference to the second section of Article first of the Charter of the congregation, setting forth that "the Parnas and Adjunta shall form a Board of Managers; they shall be entrusted with the management of the affairs of the congregation, they shall see that the provisions of this Constitution and of such By-laws as may hereafter be adopted are properly observed and administered, they shall have the control of the annual income of the Corporation," &c.

The next vote of censure came from the congregation on the 3d of January, 1841, and has been already referred to, it related to the Hazan's disrespectful letter to the Board, and to his pertinacious refusal to sign the contract which was declared to be the correct and only one.

During the whole period of Mr. Leeser's sojourn among us, various unpleasant emeutes were constantly taking place; he
set a particularly high value on his English discourses, so much so as to render nearly all his official duties subordinate to this one engrossing fancy; it was the theme of constant remark in what an undignified and unimpressive manner he hurried through our beautiful Hebrew ritual, how unintelligibly he mumbled the offerings, and with what impatience he bore with any one who he thought detained him too long with offerings; this produced on the part of himself and his friends repeated attempts to abolish the free-will offerings; this subject was often discussed, the members having no particular attachment to the system of free-will offerings, but looking upon it as a financial measure, did not wish to throw away this source of revenue without providing a substitute, as the expenses of the congregation were heavy; the substitute was tried and failed, and the congregation on several occasions refused by decided votes to abolish free-will offerings; many other matters might be stated, but they would unnecessarily swell this publication; the free-will offerings are alluded to in order to elucidate what is to follow.

It is matter of notoriety that Mr. Leeser, is the editor and publisher of the Occident, a monthly periodical published in this city, in which the editorial and communicated articles can be distinguished apart with as much facility as in a daily newspaper. In the last October number of this magazine, there appeared under the editorial head an article too long to publish entire, but from which the following extract is given as applicable to the congregation.

NEWS ITEMS.—PHILADELPHIA.—At the last annual election of the congregation Mikveh Israel, the gentlemen composing last year's Board were re-elected, Mr. A. Hart as Parnas, and Messrs. J. A. Phillips, M. Arnold, A. S. Wolf, and I. J. Phillips, as Adjuntas; Mr. H. Gratz was re-elected Treasurer, and Mr. Simeon W. Arnold, elected Secretary. We regret at not being able to announce that some wholesome legislation with respect to the office of Hazan, and the commutation of the money offerings, has not taken place; both the by-laws affecting the subjects not having met with the approbation of the members. They seem to be afflicted with a sort of nervousness whenever any measure somewhat new in its tendency is proposed; they go into meeting with the resolve of the English iron-clad barons, "not to change the laws" of their order, however useful, expedient, or even necessary the measure proposed may be, or however wrong and oppressive the old rule may have proved in practice. At present we do not think it requisite to say more; but a time may come, especially if a contingency should arise, which now seems possible enough,
when we may deem it requisite to appeal to the public judgment for our own justification, when we shall have to lay some circumstances before the people which we now mean to let pass in silence, as it is probable that before many months some slight changes may be made in an obnoxious law; a consummation devoutly to be wished. Some may believe it imprudent in us to say even this little; but since, as said already, it may affect our personal standing in the community, in case that something is not done in the premises before the expiration of another year, we hold it right to forewarn our distant friends not to throw any blame on us if we do not submit to a usage peculiar to our congregation, although we were twice over-persuaded to do so before this.

There could be no mistake as to the character of the article. Mr. Leeser undertook to hold up the congregation to public censure, because they would not abolish free-will offerings, and pass a very ridiculous by-law which had been offered by a member, but was believed to have been framed by himself; and it is not difficult to understand his threat of appealing to the public in case the congregation refused to elect him for life, or dispense with the Bond. He himself, a professed opponent of innovations and reforms, could see no sincerity in his congregation thinking on that subject as he did; and his sneering expression, "that they seem to be afflicted with a sort of nervousness," was in the very worst spirit. His allusion to the iron-clad Barons was, as was afterwards remarked by a member in debate, "singularly unfortunate, as those old feudal Barons were, in the early days of England, the conservators of the public liberty, who resisted King John at Runnymede, and wrung from the reluctant tyrant MAGNA CHARTA. Their memorable declaration—*that they would not change the laws of the realm, was a bold defiance to the power of PRIESTCRAFT, that endeavoured to force on them a portion of the canon law tending to licentiousness and immorality.*"

It is not to be supposed that the constituted authorities of the congregation would pass over in silence an article like this; absolute impunity would have only emboldened him, and the future numbers of the Occident would have teemed with similar attacks upon the congregation. Accordingly, a Board meeting was held on October 21, 1849, when the whole Board were present, consisting of A. Hart, Esq.; *Parnas*; J. A. Phillips, M. Arnold, A. S. Wolf, and I. J. Phillips, Adjunta. The following
preamble and resolutions, offered by J. A. Phillips, and seconded by I. J. Phillips, were unanimously adopted, the whole five members voting for them:

Whereas, There appeared in the last number of the Occident—a periodical published here by the Hazan of this congregation—an editorial article, reviewing, in terms of censure, the business proceedings of the congregation, and containing a threat to appeal to the public, unless certain things were done which the editor wishes done: And whereas, such misconduct on the part of an officer of the congregation, deserves the severest animadversion and reproof. Therefore—

Resolved, That it is the opinion of this Board, that the conduct of the Rev. Isaac Leeser in the premises, is highly censurable, as tending to provoke irritation, create bad feeling, and as interfering in matters with which he hath no rightful concern.

Resolved, That his threat to appeal to the public, shews an absence of the good feeling that should exist on the part of the Reader towards his congregation.

Resolved, That the Parnas transmit a copy of this preamble and these resolutions to Mr. Leeser, and also report the same to the congregation at their next meeting.

This preamble and these resolutions were officially communicated to Mr. Leeser, who never to the Board or congregation offered any explanation, palliation, or apology. They were laid before the congregation on the 24th of March, 1850, and would have been read, and filed away in silence, and without further action, but for an onslaught on the Board, made by one or two of the Hazan’s indiscreet friends. This brought the members to their feet, and the following resolution was adopted:

Resolved, That the action of the Board be approved.—Yeas, 20; Nays, 7; Excused, 2.

This brings to a close the unpleasant review we have felt it our duty to make. It is matter of painful notoriety, that during the long sojourn of Mr. Leeser among us, his personal and official career has been signalized by repeated outbreaks similar to those already sketched. Our business, however, has been with him as a Hazan, and not as a man, and it has been no part of our purpose to dilate upon the numerous objections to his personal deportment, they will readily occur to all who know him; and his best friends are always obliged to admit, that he is an indiscreet, imprudent man. It is certain that he never loved his congregation, and in turn they could not love him. His office was a respectable one, the salary liberal, and
his position one that would have enabled him, if rightly disposed, to have done much for his flock, and for the Jewish community. That the congregation has flourished, in spite of their past withering connexion with him, is to be attributed to the high respectability of the members, and seat-holders generally, the good dispositions of the elective officers, and the influences of education upon the rising generation.

But the connexion between Mr. Leeser and the congregation is ended—severed by his own voluntary act. His errors were fatal, but might have remained unnoticed but for the ceaseless attacks of himself and his friends upon the congregation and its officers, rendering necessary this review of his official career, and shewing, as it must, to every unprejudiced mind, that the minister, and not the congregation, has been invariably in the wrong. It is hoped that this example will be a salutary one, and that his successor will learn that he will best promote a life tenure of office by a single-minded and faithful discharge of his duties—by obedience to the constituted authorities in the exercise of their legitimate functions—by deference to the will of the majority—by non-interference in the business proceedings of the congregation—and by cultivating kindly feelings and agreeable intercourse with the members. This line of conduct will be appreciated, and the connexion between the Pastor and his flock will be happy and instructive, bringing back the agreeable reminiscences of the earlier days of the congregation.

*Philadelphia, April 9, 1850.*