

THE STATE OF NEW HAMPSHIRE

TRUST DOCKET, 6TH CIRCUIT – PROBATE DIVISION – CONCORD

TRUST U/W/O MARY BAKER EDDY – CLAUSE 6

TRUST U/W/O MARY BAKER EDDY – CLAUSE 8

CASE NO. 317-1910-TU-0001

**MEMORANDUM OF THE SECOND CHURCH OF CHRIST, SCIENTIST,
MELBOURNE (AUSTRALIA), CONCERNING APPLICATION OF THE
FIRST AMENDMENT CHURCH AUTONOMY DOCTRINE TO THE
TRUSTEES OF THE CLAUSE 8 TRUST UNDER WILL OF MARY BAKER G. EDDY**

Second Church of Christ, Scientist, Melbourne (Australia) (“Second Church”), by and through its undersigned attorneys, respectfully submits the following memorandum regarding the application of the autonomy principles of the First Amendment to the United States Constitution in the matters presently pending and brought contemporaneously herewith before the Court and pertaining to the Clause 8 Trust under the Will of Mary Baker Eddy and its Trustees.

I. Procedural History

At the November 3, 2017 hearing, it became apparent that concerns about the application of the U.S. Constitution’s First Amendment and the so-called “church autonomy” doctrine loomed large in the posture of the Director of Charitable Trusts (“DCT”). This is evidenced by DCT’s investigation into certain matters raised in his April 11, 2016 Memorandum Concerning Standing of Second Church, and in the various matters pending before the Court concerning the current Trustees’ administration of the Clause 8 Trust. Those Trustees are five individuals who also serve as the Directors of “The Mother Church” (the latter being the common reference to the congregation of the First Church of Christ, Scientist, in Boston). The DCT had hinted at his concern over the application of First Amendment autonomy principles to these “Director-Trustees” in his Memorandum in Support of Trustees’ Motion to Amend 1993 Order and to

Convert Trusts to Unitrusts (“DCT August 2017 Memo”) at 1-2, and emphasized his concern at the November 3 hearing as a primary reason for not restoring an independent Trustee for the Clause 8 Trust. *See* Nov. 3, 2017 Hearing Tr. at 20:20-21. The Director-Trustees have been more forceful in asserting the First Amendment as a shield to their accountability to this Court, suggesting in their recent Memorandum of the Trustees Under the Will of Mary Baker Eddy, Clauses 6 and 8, in Support of Assented-to Motion to Amend 1993 Order, dated November 2, 2017 (“Trustees’ November 2, 2017 Memo”) that the First Amendment church autonomy doctrine precluded this Court from appointing an independent Trustee. *See* Trustees’ November 2, 2017 Memo at 7-9.

The Trustees grossly misstate the application of the First Amendment to themselves and this Trust, grounding their misstatement in a misunderstanding of the First Amendment and the flawed conflation of the religion of Christian Science and the institution of The Mother Church. By conflating the two, the Director-Trustees seek to equate their role as Trustees in New Hampshire with their role as Directors of The Mother Church, and more significantly by ignoring the longstanding exception of churches and religious organizations formed by deeds of trust, wills or similarly enforceable legal instruments from application of the First Amendment autonomy principles, the Director-Trustees seek to have both The Mother Church and the Clause 8 Trust deemed immune from any meaningful oversight by this Court.

II. The Religion of Christian Science Is Distinguishable from the Institution of The Mother Church

The distinction between the *religion* of Christian Science and the *institution of The Mother Church*, and the distinct relationship with each to this New Hampshire Trust, is addressed in Second Church’s contemporaneously-filed Memorandum Concerning Standing to make the point that the Director-Trustees do not serve here (that is, in New Hampshire) as

Directors of The Mother Church; rather, each individual serves as an individual in the capacity as a trustee appointed at the discretion of this Court and subject to the terms of Mrs. Eddy's Will and the laws of New Hampshire. This was the entire point of the earliest decisions of the Courts of New Hampshire and Massachusetts holding that the gift under Clause 8 was not to The Mother Church, but to a Trust to be administered in New Hampshire by Trustees appointed by and accountable to this Court. See *Fernald v. First Church of Christ, Scientist*, 77 N.H. 108 (1913); *Glover v. Baker*, 76 N.H. 393 (1912); see also *Chase v. Dickey*, 212 Mass. 555 (1912). The Trustees have been supervised by and have answered to this Court since the inception of the Trust.

A. The Legal Structure of The Mother Church: A Deeds-Based Church

The legal structure of The Mother Church itself involves the interaction of three entities: (i) the congregation—being a voluntary association of individuals qualified and admitted as members of The Mother Church;¹ (ii) the Trusts endowing the Church with much of its property, under various deeds of trust executed between 1892 and 1906 (“The Mother Church Trust Deeds”) and incorporating the bylaws and tenets of the *Church Manual* as permanent conditions of The Mother Church Trust Deeds and rules for governance of The Mother Church;² and (iii)

¹ See for example, the 1892 Church Trust Deed, attached as Exhibit 1, at ¶ 6: “The congregation which shall worship in said church shall be styled “The First Church of Christ, Scientist.” See also the 1903 Church Trust Deed, attached as Exhibit 2, second “WHEREAS,” reciting that The Mother Church “a voluntary association of individuals, the title to the Church property being vested in a board of trustees named in the deeds of trust by me conveying the land upon which is situated the edifice in which said Church worships....” Further, see *Church Manual*, Article IV, § 1, on becoming “a member of The Mother Church, the First Church of Christ, Scientist, in Boston, Mass...” and Article XXXIII, generally, reflecting the independent governance and membership of The Mother Church and branch churches, available at <http://www.christianscience.org/index.php/other-published-writings-of-mary-baker-eddy/415-manual-of-the-mother-church>.

² Documents believed to be accurate representations of The Mother Church Trust Deeds are attached hereto as Exhibits 1 through 4, including the initial September 2, 1892 Church Trust Deed, conveying the land for erection of the “church edifice” for worship, teaching and preaching by the congregation of The Mother Church (Ex. 1); a March 20, 1903 Church Trust Deed conveying additional property to the Directors, as trustees, “on the further trusts that no new Tenet or By-Law shall be adopted, nor any Tenet or By-Law amended or annulled by the grantees (Continued)

the Board of Directors, formed under the 1892 Deed of Trust as a perpetual body corporate under Massachusetts law, responsible for managing the affairs of The Mother Church Trust Deeds and congregation of The Mother Church.³

Within this legal structure, the Directors of The Mother Church are not autonomous, but bound, as trustees under The Mother Church Trust Deeds, not only to the express conditions set forth in the deeds, but to the bylaws of The Mother Church set forth in the *Church Manual* incorporated therein by reference as additional trust conditions, without waiver. This legal structure, sometimes referred to as a “deeds-based” church, is treated differently for purposes of application of First Amendment autonomy principles. Even more clearly, autonomy principles have no application to the Trustees of the Clause 8 Trust administered before this Court, because neither the Trustees nor the Trust are a “church” or other autonomous religious association governed by such principles.

B. The Religion of Christian Science and the DCT’s Incorrect Conflation of the Religion with the Institution

This background contrasts sharply with that presented by the DCT in his August 2017 Memo, which erroneously conflates the religion of Christian Science with The Mother Church as part of a “hierarchical denomination” with central authority vested in the Board of Directors of

unless the written consent of said Mary Baker G. Eddy...”(Ex. 2), and subsequent Church Trust Deeds, dated December 1, 1903 (Ex. 3), dated March 3, 1904 (Ex. 4), and dated December 19, 1906 (Ex. 5), each surrendering additional valuable rights and property and affirming the additional conditions of the bylaws of the *Church Manual*.

³ See 1892 Church Trust Deed at ¶ 1:

Said grantees shall be known as the “Christian Science Board of Directors,” and shall constitute a perpetual body or corporation under and in accordance with section one, Chapter 39 of the Public Statutes of Massachusetts.

[The Mother Church]...[,]” citing *Weaver vs. Wood*, 680 N.E. 2d 918, 920-21 (Mass. 1997) (“*Weaver*”).⁴

The cited section of *Weaver* clearly speaks to the organizational structure of The Mother Church, and not the *religion* of Christian Science. The words “hierarchical” and “denomination,” moreover, are not to be found in the *Weaver* decision.⁵ The Mother Church is a *congregation*, not a denomination. There are over a thousand other Christian Science congregations—branch churches, like Second Church. They are connected to The Mother Church by shared membership and tenets, but are explicitly (as proclaimed by the *Church Manual*) independent in their governance.⁶ The Directors, moreover, are a perpetual body corporate formed under The Mother Church Trust Deeds to hold property, as trustees under same, for use in the worship, teaching and preaching of the doctrines of Christian Science as taught by Mrs. Eddy by the congregation of The Mother Church and to manage the business of that congregation and exercise other authority as set forth in, and subject to the provisions of, the bylaws of the *Church Manual*. None of that has any direct relevance to their service as Trustees of the Clause 8 Trust, where they serve as individual trustees, by the discretionary appointment

⁴ The *Weaver* Case arises from certain members’ challenges involving the same facts and circumstances relating to the huge losses sustained from the Directors’ cable television experiment resulting in the 1993 Order that is the subject of the pending Assented-to Motion to Amend the 1993 Order.

⁵ The Director-Trustees present the Court with the same erroneous picture of The Mother Church and their role as its Directors as the central authority of an autonomous hierarchical denomination. See Trustees’ November 2, 2017 Memo at 7-9. Second Church disputes this characterization of The Mother Church and its Directors. The Mother Church is a “deeds-based church” and the Directors are its fiduciaries and trustees of the assets committed to that congregation under The Mother Church Trust Deeds and *Church Manual*.

⁶ “The Mother Church of Christ, Scientist, shall assume no general official control of other churches, and it shall be controlled by none other. Each Church of Christ, Scientist, shall have its own form of government. No conference of churches shall be held, unless it be when our churches, located in the same State, convene to confer on a statute of said State, or to confer harmoniously on individual unity and action of the churches in said State.” *Church Manual*, Art. XXIII § 1, available at <http://www.christianscience.org/index.php/other-published-writings-of-mary-baker-eddy/415-manual-of-the-mother-church>.

of this Court, subject to the terms of Clause 8 of Mrs. Eddy's Will and the laws of New Hampshire.

III. Enforcement of the Clause 8 Trust Is Not Precluded By First Amendment Autonomy Principles

Similarly misplaced is the DCT's concern—and the Director-Trustees' argument—that enforcement of the Clause 8 Trust as sought by Second Church is somehow precluded the First Amendment autonomy principles.

A. The History of the Church Autonomy Doctrine

While sometimes related to concerns about establishment of religion, the church autonomy doctrine is rooted primarily in a concern for the religious freedom guaranteed by the free exercise clause of the First Amendment to the United States Constitution. *See Kedroff v. St. Nicholas Cathedral of the Russian Orthodox Church in North America*, 344 U.S. 94, 116 (1952). In *Kedroff*, the Supreme Court was asked to resolve a property dispute between two factions of the Russian Orthodox Church, and decided that dispute in favor of the hierarchy established by the Russian Orthodox Church itself, finding a state statute granting control to a new hierarchy to be unconstitutional under the free exercise clause of the First Amendment. Noting the “contrariety of views between jurists as to civil jurisdiction over church adjudications . . . [.]”⁷ the Court in *Kedroff* adopted a view more deferential to the organic law and governance of voluntary religious associations. The Court drew on earlier, non-constitutional principles for this rule of deference, referring particularly to *Watson v. Jones*, 80 U.S. 679 (1871), for this reasoning:

The *right to organize voluntary religious associations* to assist in the expression and dissemination of any religious doctrine, and to create tribunals for the decision of controverted questions of faith within the association, and for the ecclesiastical government of all the individual members, congregations, and officers within the

⁷ 344 U.S. at 114.

general association, is unquestioned. All who unite themselves to such a body do so with an implied consent to this government, and are bound to submit to it.

Kedroff, 344 U.S. at 114 (quoting *Watson*, 13 Wall. 679, 728-29) (emphasis added)).⁸ The decision in *Kedroff* was the first to apply these non-constitutional principles of deference to voluntary religious associations as a federal constitutional rule of religious freedom guaranteed by the free exercise clause of the First Amendment. *See id.* at 154-55; *see also Presbyterian Church in the United States v. Mary Elizabeth Blue Hull Mem'l Presbyterian Church*, 393 U.S. 440, 449 (1969) (“*Blue Hull*”).

In *Blue Hull*, the Supreme Court declined jurisdiction over a property dispute between factions within the Presbyterian Church. It cited establishment clause concerns:

[F]irst Amendment values are plainly jeopardized when church property litigation is made to turn on the resolution by civil courts of controversies over religious doctrine and practice. If civil courts undertake to resolve such controversies in order to adjudicate the property dispute, the hazards are ever present of inhibiting the free development of religious doctrine and of implicating secular interests in matters of purely ecclesiastical concern. Because of these hazards, the First Amendment enjoins the employment of organs of government for essentially religious purposes, *School District of Township of Abington, Pa. v. Schempp*, 374 U.S. 203, 83 S.Ct. 1560, 10 L.Ed.2d 844 (1963); the Amendment therefore commands civil courts to decide church property disputes without resolving underlying controversies over religious doctrine. Hence, States, religious organizations, and individuals must structure relationships involving church property so as not to require the civil courts to resolve ecclesiastical questions.

393 U.S. at 449. As indicated by this language, the concern in *Blue Hull* was involving a court in the adjudication of disputes over religious doctrine. This is a “free exercise” concern to the

⁸ The emphasis is added to highlight the “organic” nature of the authority deferred to in these cases. The freedom exercised here is the organic freedom of the organization to chart its own religious path free of extrinsic authority or restraint. This, it is submitted, is the essence of the “church autonomy” protected by the First Amendment. As discussed below, the Trustees cannot claim such organic autonomy, as their authority is extrinsically defined—derived from, and subject to the restraints imposed by, Mrs. Eddy in the Governing Documents.

extent a court is intruding upon the church's organic processes for developing and applying its own religious doctrine, but also an "establishment" concern to the extent the court's resolution of that doctrinal dispute inevitably risks judicial endorsement of one doctrinal position over another. *See id.*

One solution to the establishment concern endorsed by the Supreme Court is to circumscribe the court's inquiry to non-doctrinal matters and apply "neutral principals of law." *Blue Hull*, 393 U.S. at 449.⁹ In addition, it was generally assumed that even in cases involving the application of religious doctrine, "marginal civil court review of ecclesiastical determinations would be appropriate" to assure such determinations were free of "fraud, collusion, or arbitrariness." *Gonzalez v. Roman Catholic Archbishop of Manila*, 280 U.S. 1 (1929).

In 1976, the Supreme Court limited the "marginal civil court review" of ecclesiastical decisions. *See Serbian Eastern Orthodox Diocese v. Milivojevich*, 426 U.S. 696, 96 (1976) ("Serbian"). *Serbian* was an appeal from a judgment entered by the Illinois Supreme Court invalidating the removal of a bishop of the church as "arbitrary," because the removal proceedings were not conducted according to the court's interpretation of the Church's constitution and penal code. *Id.* at 708. The United States Supreme Court overturned the judgment, and explained:

The fallacy fatal to the judgment . . . is that it rests upon an impermissible rejection of the decisions of the highest ecclesiastical tribunals of this hierarchical church upon the issues in dispute, and impermissibly substitutes its own inquiry into church polity and resolutions based thereon of those disputes.

⁹ "Civil courts do not inhibit free exercise of religion merely by opening their doors to disputes involving church property. And there are neutral principles of law, developed for use in all property disputes, which can be applied without 'establishing' churches to which property is awarded."

Id. Significantly, however, the *Serbian* Court did not eliminate the prospect of “marginal court review” of ecclesiastical decisions altogether. It rejected only the review of an ecclesiastical decision for “arbitrariness . . . in the sense of an inquiry whether the decision of the highest ecclesiastical tribunal of a hierarchical church complied with church laws and regulations.” *Id.* at 713. It reserved judgment on whether it would be permissible for courts to engage in, “‘marginal civil court review’ under the narrow rubrics of ‘fraud’ or ‘collusion’ when church tribunals act in bad faith for secular purposes.” *Id.*

B. The Church Autonomy Doctrine’s Relation to The Mother Church Trust Deeds

The foregoing authority demonstrates four things about the church autonomy doctrine:

First, the constitutional dimension of the church autonomy doctrine was an innovation of the mid- to late 20th century. It was born by the Supreme Court’s application in *Kedroff* of the formerly non-constitutional rule of deference to voluntary religious associations as a now constitutional rule limiting the jurisdiction of courts in the review of ecclesiastical decisions. This point is explicit in the Court’s own decision in *Kedroff*, 344 U.S. at 116; *see also Serbian*, 426 U.S. at 730 (Rehnquist, J., dissenting).¹⁰ This is significant because The Mother Church Trust Deeds, as well as Mrs. Eddy’s Will, were declared between 1892 and 1906—and the Will probated in 1912; all decades before these constitutional principles were applicable to state courts or state official action at all.

A *second* point, also explicit in the seminal decision of *Kedroff*, is that prior to the decision in that case to elevate the deferential principles of *Watson v. Jones* to a constitutional

¹⁰ “The year 1952 was the first occasion on which this Court examined what limits the First and Fourteenth Amendments might place upon the ability of the States to entertain and resolve disputes over church property.” *Serbian*, 426 U.S. at 730 (discussing *Kedroff*). Arguably the more significant innovation in this regard was the 1976 *Serbian* case that prompted Rehnquist’s dissent. Prior to *Serbian*, the rule had been applied in church property disputes that involved the need to resolve doctrinal disputes. In *Serbian* the Court declared, “This principle applies with equal force to church disputes over church polity and church administration.” *Serbian*, 426 U.S. at 710.

right of voluntary religious associations, there had been a “contrariety of views between jurists as to civil jurisdiction over church adjudications. . . .” *Kedroff*, 344 U.S. at 114. Indeed, the very source of the principles relied upon in *Kedroff* to define this new constitutional right of church autonomy, *Watson v. Jones*, recognized limits to that autonomy:

Religious organizations come before us in the same attitude as other voluntary associations for benevolent or charitable purposes, and their rights of property, or of contract, are equally under the protection of the law, and the actions of their members subject to its restraints.

Watson, 80 U.S. at 714; *see also Moustakis v. Hellenic Orthodox Society of Peabody and Salem*, 261 Mass. 462 (1928); *Taylor v. Neal*, 260 Mass. 427 (1927); *Canadian Religious Association of North Brookfield v. Parmenter*, 180 Mass. 415 (1902); *Gray v. Christian Society*, 137 Mass. 329 (1884); *Hawes Place Congregational Society v. Trustees of Hawes Fund*, 59 Mass. 454 (1850) (finding that trustees’ judgment was not subject to the review of a court where their discretion was used *in good faith*). These earlier cases represent the legal context that must have informed Mrs. Eddy’s intentions at the time of her formation of The Mother Church Trust Deeds and the Clause 8 Trust under her Will.

The *third*, and perhaps most relevant, point to be gleaned from the history and origins of the church autonomy doctrine is that the freedom of exercise doctrine is intended to protect and is rooted in the rights of people to “organize voluntary religious associations.” *Watson*, 80 U.S. at 728; *see also Kedroff*, 344 U.S. at 114. This is critical to understanding why the doctrine has no application to the issues now presented to this Court: The Directors are not volunteers exercising their own religious freedom to organize their own church or religious association. They, as Trustees of the Clause 8 Trust appointed by this Court, are bound (not autonomous) to

act in compliance with the declared intentions of Mrs. Eddy in the applicable governing documents.¹¹

A *fourth* point, to be noted here, is that if the church autonomy doctrine applies at all to the individuals acting as Trustees, or to the Directors—here or in Massachusetts—it would not preclude this Court from applying neutral principles of law or engaging in marginal court review of their actions for compliance with express by-laws and trust provisions and to assure they did not act fraudulently, collusively or in bad faith, as such inquiries do not entangle this Court in any doctrinal debates or intrude upon any religious freedom of congregation of The Mother Church.

C. The First Amendment's Religious Clauses Belong To The Congregation and Founder of The Mother Church, Not To The Trustees Bound by Fiduciary Duties

This is not to say that The Mother Church does not enjoy the benefits of protection of the free exercise and establishment clauses of the First Amendment. It is to say that the Directors cannot claim that freedom for themselves. That freedom, it is submitted, belongs primarily to the members of the association – the congregation - of The Mother Church as a whole and to its founder, Mrs. Eddy, who exercised her religious freedom to structure that Church in a legal form that made the Directors fiduciaries, and not autonomous overseers.

It is fundamental that the intentions of Mrs. Eddy, as expressed in The Mother Church Trust Deeds and the *Church Manual*, as well as the provisions of her Will, must be enforced unless contrary to some positive rule of law. *See Fernald*, 77 N.H. 108 (1913); *Eustace v. Dickey*, 240 Mass. 55, 72 (1921). It is likewise fundamental that the individual Trustees are bound by these intentions. *See Eustace*, 240 Mass. at 83. The earliest decisions of the Courts of

¹¹ As Directors and as Trustees under The Mother Church Trust Deeds are bound by the dictates of the *Church Manual*.

Massachusetts applied these same fundamental rules to the Directors, finding no reason why the courts could not interpret and enforce the provisions of The Mother Church governing documents, including the *Church Manual*, to resolve a dispute placed before them by one with proper standing. *See, e.g. Eustace*, 240 Mass. 55; *see also Chase v. Dickey*, 212 Mass. 555, 566 (1912).

In *Chase v. Dickey*, the court rejected an argument that the Clause 8 Trust was void, because the terms requiring the application of the Trust to “promoting and extending the religion of Christian Science as taught by me [Mary Baker Eddy]” were unenforceable on grounds of public policy or vagueness. *See Chase*, 212 Mass. at 566-67. After affirming the purpose as an appropriate one for a charitable trust and not contrary to public policy, the Court responded as follows to the claim of vagueness:

It is argued, however, that because the testatrix confined her benefaction to the spread of Christian Science as taught by her, there is thereby involved an inquiry into oral utterances of such vagueness and dependent upon such uncertainty of recitals by hearers that indefiniteness in a legal sense must be inevitable. *Certainly this cannot be presumed in advance of a determination of what her teachings in fact were. It is not to be assumed that they are more difficult of ascertainment than those of most other sects of Christendom, nor that a court of equity would encounter any insurmountable difficulty in administering the trust.*

Id. at 567 (emphasis supplied). As the italicized language shows, the Supreme Judicial Court assumed without difficulty that the Directors would be accountable to the courts, and that the courts were not incompetent or precluded by any positive rule of law from the interpretation and enforcement of those intentions, even if that required review of her teachings. Indeed, the Court appears to have assumed judicial competence to review religious teachings and writings of Mrs. Eddy if necessary to ascertain her intentions. *See id.* Implicit in this holding of *Chase v. Dickey* is the understanding that Mrs. Eddy intended judicial accountability of the Trustees/Directors.

The New Hampshire Supreme Court clearly found the same intention in insisting on the enforcement and administration of trustees appointed here, in New Hampshire, under the supervision of this Court. *See Glover*, 76 N.H. 393; *Fernald*, 77 N.H. 108.

As noted above, this is also consistent with what must have been Mrs. Eddy's understanding of the prevailing legal context that allowed the courts to review the actions of even autonomous religious associations. *See, e.g., Gray v. Christian Society*, 137 Mass. 329 (1884). That legal context, it must be assumed, informed Mrs. Eddy's intentions in declaring The Mother Church Trust Deeds and the *Church Manual*. That intention is all the more obvious in her selection of the Clause 8 Trust—a gift to a trust and not an autonomous church or association—to give her intentions for promoting and extending the religion of Christian Science legal efficacy in New Hampshire.

Similarly misplaced is the DCT's reference (*see* DCT August 2017 Memo at 1) to the famous “church autonomy” principles of *Watson v. Jones*, cited in *Berthiaume v. McCormack*, 153 N.H. 239, 247 (2006). As the *Watson* case itself made clear, those principles have no application where (as here):

[T]he property which is the subject of controversy has been, by the deed or will of the donor, or other instrument by which the property is held, by the express terms of the instrument devoted to the teaching support, or spread of some specific form of religious doctrine or belief.

Watson, 80 U.S. at 722.¹² These “church autonomy” principles are doubly inapplicable here, in New Hampshire, where the Directors do not serve as directors of, or trustees for, The Mother

¹² The *Berthiaume* case applied those principles to a property dispute in a parish of the Roman Catholic Church—the epitome of a hierarchical denomination. The Mother Church itself is the epitome of a deeds-based church to which *Watson* and its progeny do not apply and whose trustees—the Directors—are not autonomous members of a voluntary association, but fiduciaries bound and restricted by the terms of The Mother Church Trust Deeds and *Church Manual*. The voluntary association within the structure of The Mother Church is its members, and the Directors are fiduciaries for their benefit.

Church, but as individuals appointed to serve as trustees of the Clause 8 New Hampshire charitable Trust. That the DCT even refers to church autonomy principles in this matter is troubling and suggests his office is inclined to defer too much to these Director-Trustees and the interests of The Mother Church. Such deference is contrary to the principles of fiduciary accountability laid down in *Fernald*.

CONCLUSION

Based on the foregoing, the autonomy principles of the First Amendment to the United States Constitution are inapplicable in the matters presently pending and brought contemporaneously herewith before the Court and pertaining to the Clause 8 Trust under the Will of Mary Baker Eddy and its Trustees.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I have on this 17th day of November, 2017, sent a copy of the foregoing to the following by electronic mail and first class mail:

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EXHIBIT

“1”

James Seed Co.

Wm. Baker & Eddy
70

San Francisco

Wm. A. Eddy

U.S. Registry of Seeds
SEP 2 1892
RECEIVED FOR RECORD
4.15 PM

125

Maid to
San Francisco
Hoskins
Mass

KNOW ALL MEN BY THESE PRESENTS.

That I Mary Baker G. Eddy of Concord in the County of Merrimack and State of New Hampshire in consideration of one dollar to me paid by Ira O. Knapp of Boston Massachusetts, William B. Johnson of Boston Massachusetts, Joseph S. Eastaman of Chelsea Massachusetts, and Stephen A. Chase of Fall River Massachusetts, the receipt whereof is hereby acknowledged, and also in consideration of the trusts and uses hereinafter mentioned and established, do hereby give, bargain, sell and convey to the said Ira O. Knapp, William B. Johnson, Joseph S. Eastaman, and Stephen A. Chase as trustees as hereinafter provided and to their legitimate successors in office forever, a certain parcel of land situate on Falmouth street in said Boston, bounded and described as follows: Beginning at the junction of Falmouth street and a forty foot street now called Caladonia street: thence running Southwest on said Falmouth street one hundred and sixteen and 88/100 feet: thence Northwest at a right angle to a point where a line drawn at right angles to said forty foot street at a point thereon one hundred and sixteen and 88/100 feet Northwest from the point of beginning meets the said boundary at right angles to Falmouth street, sixty six and 78/100 feet: thence at an obtuse angle on said line at right angles to said forty foot street sixty seven and 35/100 feet to said forty foot street: thence Southeasterly on said forty foot street one hundred and sixteen and 88/100 feet to the point of beginning: ~~containing seven thousand eight hundred and twenty eight~~ square feet more or less, and subject to the agreements and restrictions mentioned in a deed recorded in Suffolk Registry of Deeds Lib. 1710, Fol. 83 so far as the same are now legally operative:

This deed of conveyance is made upon the following express trusts and conditions which the said grantees by accepting this deed agree and covenant for themselves and their successors in office to fully perform and fulfill.

1. Said grantees shall be known as the "Christen Science Board of Directors" and shall constitute a perpetual body or corporation under and in accordance with section one, Chapter 39 of the Public Statutes of Massachusetts. Whenever a vacancy occurs in said Board the remaining members shall within thirty days fill the same by election: but no one shall be eligible to that office who is not in the opinion of the remaining members of the Board a firm and consistent believer in the doctrines of Christian Science as taught in a book entitled "Science and Health" by Mary Baker G. Eddy beginning with the seventy first edition thereof.

2. Said Board shall within five years from the date of hereof build or cause to be built upon said lot of land a suitable and convenient church edifice, the cost of which shall not be less than fifty thousand dollars.

3. When said church building is completed said Board shall elect a pastor, reader or speaker to fill the pulpit who shall be a genuine Christian Scientist; they shall maintain public worship in accordance with the doctrines of Christian Science in said church and for this purpose they are fully empowered to make any and all necessary rules and regulations.

4. Said Board of Directors shall not suffer or allow any building to be erected upon said lot except a church building or edifice, nor shall they allow said church building or any part thereof to be used for any other purpose than for the ordinary and usual uses of a church.

5. Said Board of Directors shall not allow or permit in said church building any preaching or other religious services which shall not be consonant and in strict harmony with the doctrines and practice of Christian Science as taught and explained by Mary Baker G. Eddy in the seventy-first edition of her book entitled "Science and Health", which is soon to be issued, and in any subsequent edition thereof.

6. The congregation which shall worship in said church shall be styled "The First Church of Christ Scientist".

7. Said directors shall not sell or mortgage the land hereby conveyed; but they shall see that all taxes and legal assessments on said property are promptly paid.

8. Said church building shall not be removed from said lot except for the purpose of rebuilding thereon a more expensive or a more convenient structure in which said doctrines of Christian Science only shall be preached and practised; If said church building is removed for either of the purposes above set forth, any and all tablets and inscriptions which are or shall be upon said church building at the time of removal shall be removed therefrom and placed upon the walls of the new edifice. If said building is burned the directors shall forthwith proceed to rebuild the Church.

9. Said directors shall maintain regular preaching, reading or speaking in said church on each Sabbath, and an omission to have and maintain such preaching reading or speaking for one year in succession shall be deemed a breach of this condition.

10. Whenever said Directors shall determine that it is inexpedient to maintain preaching, reading or speaking in said church in accordance with the terms of this deed, they are authorized and required to reconvey forthwith said lot of land with the building thereon to Mary Baker G. Eddy, her heirs and assigns forever by a proper deed of conveyance.

11. The omission or neglect on the part of said Directors to strictly comply with any of the conditions herein contained shall constitute a breach thereof, and the title hereby conveyed shall revert to the grantor Mary Baker G. Eddy, her heirs and assigns forever, upon her entry upon said land and taking possession thereof for such breach.

To have and to hold the above granted premises with all the privileges and appurtenances thereon belonging to said grantees and their successors in office to the uses and trusts above described forever.

And the said grantor for herself and her heirs, executors and administrators covenants with the said grantees and their successors in office that she is lawfully seized in fee simple of the aforesaid premises, that they are free from all incumbrances not herein mentioned or referred to; that she has good right to sell and convey the same to the said grantees and their successors in office as aforesaid, and that she will and her heirs, executors and administrators shall, warrant and defend the same to the said grantees and their successors in office forever against the lawful claims and demands of all persons:

In witness whereof I the said Mary Baker G. Eddy have hereto set my hand and seal this *first* day of *September* 1892:

Signed, sealed and delivered
in presence of

Wm. E. Sargent

R. B. Walker

Mary B. Eddy



STATE OF NEW HAMPSHIRE.

Herrimack ss.

August Sept 1st 1892.

Then personally appeared the above named Mary Baker G.
and acknowledged the foregoing instrument to be her free act
and deed.

Before me,

R. G. Walker

Notary Public.



Witness my hand and seal at
Boston..... September 2..... 1892 ..
at..... 4..... o'clock and 15..... minutes..... P.m.,

Received and Entered with Suffolk Deeds,
Libro 2081 Page 257

Attest (M. J. Dwyer)
Register.

EXHIBIT

“2”

**Deed Conveying Land for
Church Purposes**

METCALF to KNAPP *et al.* Trs.
Libro 2886, Fol. 521.

KNOW ALL MEN,

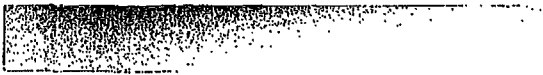
That I, Albert Metcalf, the grantor in a certain deed given to Ira O. Knapp and others dated October 23, 1896, and recorded with Suffolk Deeds, Book 2591, page 398, do hereby declare that the land conveyed by said deed was conveyed to the grantees therein, as they are the Christian Science Board of Directors, upon the trusts, but not subject to the conditions mentioned in the deed creating said Board given by Mary Baker G. Eddy to Ira O. Knapp and others, dated September 1st, 1892, and recorded with Suffolk Deeds, Book 2081, page 257. In addition to the trusts contained in said deed of September 1, 1892, from Mary Baker G. Eddy,

Deed Conveying Land for Church Purposes 137

this property is conveyed on the further trusts that no new Tenet or By-Law shall be adopted, nor any Tenet or By-Law amended or annulled by the grantees unless the written consent of said Mary Baker G. Eddy, the author of the textbook "SCIENCE AND HEALTH WITH KEY TO THE SCRIPTURES," be given therefor, or unless at the written request of Mrs. Eddy the Executive Members of The First Church of Christ, Scientist, (formerly called the "First Members,") by a two-thirds vote of all their number, decide so to do. And that the same inscription which is on the outside of the present church edifice shall be placed on any new church erected on said lot. And in consideration of one dollar to me paid by said Ira O. Knapp, William B. Johnson, Joseph Armstrong and Stephen A. Chase, the receipt whereof is hereby acknowledged, I do hereby confirm the deed as above mentioned, and do grant and release unto them, their heirs, successors and assigns in trust as aforesaid, the premises therein described.

In Witness Whereof I have hereunto set my hand and seal this nineteenth day of March, A. D. nineteen hundred and three.

ALBERT METCALF. [Seal]



COMMONWEALTH OF MASSACHUSETTS }
SUFFOLK } ss. MARCH 20th, 1903.

Then said Albert Metcalf acknowledged the foregoing instrument to be his free act and deed.

Before me

MALCOLM McLOUD.
Justice of the Peace.

MARCH 20, 1903, at twelve o'clock and sixteen minutes P. M.
Received, Entered and Examined.

Attest: THOS. F. TEMPLE, *Reg.*

A true copy from the RECORDS OF DEEDS for the COUNTY
OF SUFFOLK, Lib. 2886, Fol. 521.

Attest: CHAS. W. KIMBALL, *Asst. Reg.*

EXHIBIT

“3”

of the Peace _____ January 7, 1904 at nine o'clock and
thirty five minutes. *Wm. O. Thompson* *Wm. O. Thompson*
Wm. O. Thompson

Eddy
to

Thompson
sales

The word made
inserted in 10th.
Wm. O. Thompson
Ref.

Know all Men by these Presents
That whereas Mary Baker Eddy of Concord in the County
of Merrimack in the State of New Hampshire dids on the
twenty-fifth day of January one thousand eight hundred
and ninety eight convey two parcels of land with the build-
ings thereon being lots 3 and 4 on a plan ^{made} by William de
Whitney dated December 30, 1896 and recorded in the Suffolk
Deeds Book 1756 page 17 the grantee named in said convey-
ance being "The First Church of Christ Scientist in Boston
Mass. a corporation duly established under the laws of
the Commonwealth of Massachusetts," And whereas it has
now been brought to my attention that said grantee was
not a corporation, but said Church is a voluntary associa-
tion of individuals the title to the Church property being
vested in a board of trustees named in the deeds of trust by
me conveying the land upon which is situated the edifice
in which said Church worships, said deed of trust be-
ing dated September 1st 1892 and recorded in Suffolk Reg-
istry of Deeds Book 2081 Page 57 and whereas said deed
of January 25, 1892 conveying said lots 3 and 4 was deliv-
ered to and accepted by said Board of Trustees and said
Trustees have been in the actual possession of the prop-
erty since the date of said conveyance and are now about
to build an additional church edifice upon said two
lots and adjoining property held by them. And whereas I
now desire to modify the reservation to me contained in
said deed of a right of occupation of a portion of said prem-
ises, and I further desire to correct the error in the descrip-
tion of the grantee named in the said deeds and to add
to the trust upon which this property is to be held. Now
Therefore I the said Mary Baker Eddy in consideration
of one dollar and other good and valuable considerations
to me in hand paid by Thos. O. Thompson William B. Johnson
and Joseph Armstrong all of Boston in the County of Suf-
folk and Commonwealth of Massachusetts and Stephen A.
Chase of Fall River in the County of Bristol and said Com-
monwealth as they are the present Trustees known as the
Christian Science Board of Directors under said deed of

Recorded
Supp. Deed of Trust
Adding Trusts to Deed of Jan. 25, 1898
Dec. 21, 1903

trust hereinbefore referred to as dated September 1st 1892 the receipt whereof is hereby acknowledged, do hereby release, remise and forever quitclaim unto the said trustees, their successors in said trust and assigns forever, the parcels of land hereinbefore referred to being lot 2 and 2b on said plan, for a more particular description of which reference is hereby made to said deed by me of January 25, 1895. With reference to the reservation in said deed of January 25, 1895 of which the following is a copy, namely: Reserving however the right to have and occupy so much room conveniently and pleasantly located in the publishing house as may be necessary to carry on the publication and sale of the books of which I am or may be the author and other literature connected therewith. I for myself my executors and assigns do hereby agree in the said Deed of January 25, 1895 that the right so reserved in said deed of January 25, 1895 shall be suspended and unenforceable so long and for such times as said Christian Science Board of Directors and their successors shall provide, free of expense to me my executors and assigns for rent and storage, suitable rooms conveniently and pleasantly located in the Christian Science publishing house as may be necessary to carry on the publication and sale of books of which I am or may be the author and other literature connected therewith. In addition to the trusts contained in said deed of September 1, 1892 this property is conveyed on the further trusts that no new tenet or By Law shall be adopted nor any tenet or By Law amended or annulled by the grantee unless the written consent of said Mary Baker Eddy, the author of the text book "Science and Health, with Key to the Scriptures" be given therefor, or unless at the written request of Mrs. Eddy the Executive Members of "Mary Baker Eddy's Church The First Church of Christ Scientist" (formerly called the First Members) by a two-thirds vote of all their number decide so to do. And that the same inscription which is on the outside of the present church edifice shall be placed on any new church erected on said lot. To have and to hold the said remise premises and said reservation to the said Dr. O. Knapp.

The following
written after
in the 1st line

My Obedience

William B. Johnson, Joseph Armstrong and Stephen A. Chase, as they give the Christian Science Board of Directors their successors in said trust and assigns forever, upon the trusts aforesaid and upon the trusts but not subject to the conditions mentioned in said deed creating said Board, dated September 1, 1892, with all the powers therein contained, including the power to appoint new trustees by filling vacancies in said Board as in said deed expressed. In witness whereof I have hereunto set my hand and seal this twenty-first day of December in the year of our Lord one thousand nine hundred and three. Mary Baker Eddy and a seal signed sealed and delivered in the presence of J. W. Calver, Arthur, Geo. W. Keister, State of New Hampshire, Massachusetts, December 21, A.D. 1903. Personally appearing, the above named Mary Baker Eddy acknowledged the foregoing instrument to be her voluntary act and deed before me, Fred N. Board, Notary Public and his notarial seal.

January 7, 1904 at ten o'clock and forty minutes A.M. Received by Fred N. Board, Notary Public.

My Obedience

Given
to
Kelliker

Know all Men by these Presents That D. Robert Levee, assignee of a certain mortgage given by Isaac S. Cohen and Rosa Cohen to Aaron Cohen dated October 30th A.D. 1901 and recorded in the Suffolk Deeds Book 176 folio 66 in consideration of Four thousand (\$4000) dollars paid by John R. Kelliker the receipt whereof is hereby acknowledged, do hereby assign, transfer and set over unto the said John R. Kelliker the said mortgage deed the real estate thereby conveyed and the note and claim thereby secured without recourse to me in any event. I have and do hold the same to the said John R. Kelliker and his heirs and assigns to their uses and behoof forever, subject nevertheless to the conditions therein contained and to redemption according to law and without recourse to me either at law or in equity and without covenants expressed or implied. In witness whereof I hereunto set my hand and seal this sixth day of January, A.D. 1904. Robert Levee and a seal signed and sealed in presence of J. W. Calver, Notary Public of Massachusetts Suffolk ss. Boston, January 6, 1904. Then personally appeared the above named Robert Levee and acknowledged the foregoing instrument to him his free act and

EXHIBIT

“4”

146 Anna

Mary Baker Eddy

5507

Letter to Kenneth and others

Mar. 2, 1904

ORIGINAL

Office Registry of

MAR 11 1904

RECEIVED FOR RECORD

3.30 PM

125

KNOW ALL MEN BY THESE PRESENTS

That WHEREAS, I, MARY BAKER G. EDDY, of Concord, in the County of Merrimack and State of New Hampshire, on the first day of September, 1892, by deed recorded in the Suffolk Registry of Deeds, Book 2081, page 257, did convey to Ira C. Knapp, William B. Johnson, Joseph S. Eastman, and Stephen A. Chase, as trustees, under the designation of the "Christian Science Board of Directors", a certain parcel of land situated on Falmouth Street, in Boston, in said County of Suffolk and the Commonwealth of Massachusetts, bounded as described in said deed, - said conveyance being subject to certain trusts and conditions therein stated, - and it was therein provided that, under certain contingencies, said grantees would be authorized and required to reconvey said land, with the buildings thereon, to the grantor, her heirs and assigns, and that the omission or neglect on the part of said grantees strictly to comply with any of the conditions therein contained, should constitute a breach thereof, and that the title conveyed by said deed should revert to the grantor, MARY BAKER G. EDDY, her heirs and assigns; and

WHEREAS, I, the said MARY BAKER G. EDDY, on the twenty-fifth day of January, 1898, by deed recorded in said Suffolk Registry of Deeds, Book 2504, page 79, did convey to the "First Church of Christ, Scientist, in Boston, Massachusetts, two certain parcels of land, with the buildings thereon, situated in said Boston and bounded as described therein, reserving to myself the right to have and occupy so much room conveniently and pleasantly located in the publishing house as may be necessary to carry on the publication and sale of books of which I am or may be the author and other literature connected therewith; and

WHEREAS, I, the said MARY BAKER G. EDDY, on the twenty-first day of December, 1903, by deed recorded in said Suffolk Registry of Deeds, Book 2843, page 3, did correct certain errors in the

description of the grantee named in said deed of January 25, 1898, and modified the reservation to myself contained in said last named deed and added to the trusts upon which the property in said last named deed was to be held; and

WHEREAS I now desire to reaffirm all the trusts and conditions as the same are now established by the foregoing conveyances, but also to provide that no event or contingency provided for in said deeds, or any of them, shall require a reconveyance of said lands or buildings, or any of them, to my heirs, and that no breach of any of said trusts or conditions and no omission or neglect on the part of said directors strictly to comply with any of the conditions set forth in said deeds, shall operate by law or otherwise to revert the title of any of said lands or buildings in my heirs, or to cause the said title to revert to my heirs;

NOW, THEREFORE, I, the said MARY BAKER G. EDDY, in consideration of One Dollar and other good and valuable considerations to me in hand, paid by Ira O. Knapp, William B. Johnson, and Joseph Armstrong, all of Boston in the County of Suffolk and Commonwealth of Massachusetts, and Stephen A. Chase, of Fall River in the County of Bristol and said Commonwealth, as they are the present trustees known as the "Christian Science Board of Directors", under said deed of trust hereinbefore referred to as dated September 1, 1892, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim unto the said trustees, their successors in said trust and assigns forever, all the rights at law, in equity or otherwise, which my heirs may, or at any time hereafter might, have to require a reconveyance of said lands or buildings, or any of them, or to enter upon, have, receive or demand any of the lands or buildings described in said deeds of September 1, 1892, January 25, 1898, and December 21, 1903, by reason of any omission or neglect on the part of said directors,

or their successors in trust or assigns strictly to comply with any of the conditions contained in said deeds, or by reason of the breach of any duty or trust therein created; also all contingent rights of reversion which my heirs may at any time hereafter have in or to said lands and buildings, or any of them, because of any provision contained in any of said deeds above mentioned.

Nothing in this deed contained shall ever be construed as a waiver or as permitting a modification in any degree of any of the trusts and conditions as the same are now established and exist under and by virtue of the deeds above described;

I do further declare that nothing herein contained shall ever be construed as a waiver or as permitting a modification in any degree of the further trusts set forth in deed of Albert Metcalf to Ira O. Knapp and others, dated March 19, 1905, and recorded in said Suffolk Registry of Deeds, Book 2886, page 581, whereby it is provided that no new tenet or by-law shall be adopted, nor any tenet or by-law amended or annulled, by the grantees, unless the written consent of said MARY BAKER G. EDDY, the author of the text book, "Science and Health, with Key to the Scriptures", be given therefor, or unless at the written request of MRS. EDDY, the executive members of the First Church of Christ, Scientist, known and designated as "Mary Baker G. Eddy's Church, The Mother Church", or The First Church of Christ, Scientist, in Boston, Mass."; and whereby it is further provided that the same inscription which, on said nineteenth day of March, 1905, was on the outside of the church edifice, shall be placed on any new church erected on said lot;

But all said trusts and conditions as now established by all said deeds, shall be performed and carried out as fully and effectually as though this deed had not been executed.

TO HAVE AND TO HOLD the said remised premises and the said contingent rights of reversion and reconveyance as above described,

with all the privileges and appurtenances thereunto belonging, to the said Ira O. Knapp, William B. Johnson, Joseph Armstrong, and Stephen A. Chase, as they are the Christian Science Board of Directors, to themselves and their successors in trust and their assigns forever.

And I, the said MARY BAKER G. EDDY, for my heirs and assigns, do hereby covenant and warrant that my heirs shall not make any claim or demand with reference to, or have any rights in, said lands and buildings, or any of them, inconsistent with the provisions of this deed; and I do further covenant with said grantees, their successors in trust and assigns that I will warrant and defend the premises and rights hereby conveyed, to the said grantees, their successors in trust and assigns, against the lawful claims and demands of any person or persons claiming by, from or under me.

IN WITNESS WHEREOF I have hereunto set my hand and seal this third day of March in the year of our Lord 1904.

Signed, sealed and delivered
in the presence of us:

Geo H Kinter
August Mann

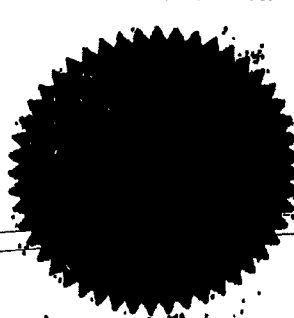
Mary Baker G. Eddy

STATE OF NEW HAMPSHIRE, Merrimack, ss.

Personally appearing, the above named MARY BAKER G. EDDY acknowledged the foregoing instrument to be her voluntary act and deed -- Before me:

Dated the third day of March, 1904.

Frederick W. [Signature] Notary Public.



March 11 1904
Boston, at *2* o'clock and *20* minutes *P*
Received in & Entered with Suffolk Deeds.
Libro *2984* Page *1156*
Attest *Mary B. [Signature]* Register.

EXHIBIT

“5”

and
Mrs. O. Knapp.
— 94124

Deed yr 1906

Official Registry of Deeds
DEC 20 1906
RECEIVED FOR RECORD
338821

2081
— 257
1.11

7

THIS INDENTURE made this *19th* day of *December*
in the year one thousand nine hundred and six, between Mary
Baker G. Eddy, of Concord, in the County of Merrimaack and
State of New Hampshire, of the first part, and Ira O. Knapp,
Joseph Armstrong and William B. Johnson, all of Boston, in
the County of Suffolk, Stephen A. Chase, of Fall River, in
the County of Bristol, and Archibald McLellan, of Brookline,
in the County of Norfolk, and all in the Commonwealth of
Massachusetts, at present constituting the Christian Science
Board of Directors, a body corporate duly existing under the
provisions of the thirty-seventh chapter of the Revised Laws
of said Commonwealth and especially of the first section
thereof, of the second part.

WITNESSETH:

THAT WHEREAS the said party of the first part
by her deed dated September 1, 1892, and recorded with Sur-
folk Deeds, Lib. 2081, page 257, conveyed to Ira O. Knapp
and others, thereby constituted the Christian Science Board
of Directors, a certain lot of land containing seventy-eight
hundred and twenty-eight (7828) square feet situate at the
corner of Falmouth Street and Norway Street (formerly called
Caladonia Street) in said Boston, said conveyance being
therein stated to be made subject to certain trusts and
conditions in said deed set forth, providing among other
things for the erection upon said lot of a suitable and con-
venient church edifice and for the maintenance therein of

regular preaching, reading or speaking on each Sabbath; which said edifice was duly completed on said lot and public worship was therein maintained in accordance with the requirements of said deed;

AND WHEREAS a new church edifice has lately been erected on adjoining land, and it becomes appropriate that public worship should henceforth be maintained in said new edifice in accordance with the doctrines of Christian Science, and it is probable that weekly services will cease to be held with regularity in the original edifice;

AND WHEREAS the said deed contains further provisions, trusts and conditions;

AND WHEREAS the said party of the first part while hereby re-affirming all the trusts and agreements in said deed contained except as herein modified, desires also and hereby provides that no event or contingency mentioned in said deed or deemed to occur or arise upon any construction thereof, shall require a reconveyance of said lot of land or of said edifice to her or to her heirs or assigns, and that no breach of any of said trusts or conditions and no omission or neglect on the part of said Directors to comply with any of the trusts or conditions contained in said deed shall operate by law or otherwise to revert the title, legal or equitable, of said lot or edifice in her or in her heirs or assigns, or to cause or give rise to any forfeiture of any grant made by said deed, and that in no event shall the said title revert to her or her heirs or assigns;

AND WHEREAS she desires also to remove all other doubts which except for this indenture might arise in regard to the construction of said deed dated September 1, 1892;

NOW THEREFORE, it is hereby agreed by and between the said party of the first part and the said parties of the second part, that the provisions contained in said deed shall be henceforth construed not as technical conditions or as involving a possible forfeiture of the grants made by said deed dated September 1, 1892, but only as trusts and agreements to be duly observed so far as consistent with present or future circumstances or as required for the welfare of The First Church of Christ, Scientist, and among other things that the regular preaching, reading or speaking in said original edifice on each Sabbath provided for in said deed shall be no longer required.

And it is further agreed that said original church edifice and the lot upon which it stands, being the lot described in said deed, shall not be sold nor shall said Board of Directors or their successors allow its use for any other purpose or purposes than those of reading, instruction, worship and service, in accordance with the doctrines of genuine Christian Science.

And the said party of the first part, in consideration of the premises and of one dollar to her paid by said parties of the second part, the receipt whereof is hereby acknowledged, doth hereby remise, release and forever quitclaim unto the said parties of the second part, and their heirs, successors and

assigns, the land described in said deed, with the buildings thereon, but subject to the trusts in said deed contained, except as herein modified.

TO HAVE AND TO HOLD the above released premises to the said Ira O. Knapp, Joseph Armstrong, William B. Johnson, Stephen A. Chase and Archibald McLellan, at present constituting the Christian Science Board of Directors as aforesaid, their heirs, successors and assigns, to their own use and behoof forever, but subject to the said trusts except as herein modified.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written, said parties of the second part having adopted no particular form of seal as a corporation.

Mary Baker G. Eddy

STATE OF NEW HAMPSHIRE.

Merrimaack, ss.

December

19th 1908.

Then personally appeared the above-named Mary Baker G. Eddy and acknowledged the foregoing instrument to be her free act and deed, before me.

Joseph E. Fernald
Notary Public.