

The New Circular

Showcasing historic writings and photographs of the Oneida Community and its legacy.

June 2016

Issue 8

The Oneida Community's Agreement Not to Sue: A Newly Discovered Document

by Anthony Wonderley

In 1864, the attention of the Oneida Community was fixed on a series of unpleasant incidents John Noyes called the "Mills War." William Mills, about the same age as Noyes,

had joined in 1857. Seceding shortly after, he demanded the return of his money with interest and the Community complied. Somehow he obtained re-admission on a probationary basis about 1859. Over the succeeding five years, he made "a nuisance and a stench" of himself endlessly importuning the females for sex (unsuccessfully, they said) "by boring, goading and forcing." Noyes detested Mills as "the meanest human parasite we have ever encountered." (*Circular*, November 14 and December 26, 1864 and February 6, 1865)

Eventually, Mills "was carefully set out of doors" (*Circular*, December 19, 1864). "I heard sudden angry shouts and a struggle," young Jessie Kinsley remembered years later. "Then from the window came into view the sight of a man thrown by other men into a snow drift--violently thrown, without excuses. I saw the man emerge, pick up the things that had been thrown out with him, and walk away

sending back loud, angry words and burning glances, shaking his fist as he shouted. That was the last act, I believe, of 'The Mills War'" (Rich, *A Lasting Spring*, 18). Mills was the only person forcibly expelled from the Community and even this ejection could only be effected with a substantial cash settlement for the miscreant (*Circular*, Feb. 27, 1865).

The Mills War caused the Community to tighten admission policies and to rethink the nature of legal protection for the organization. Since the beginning, it had been understood that all members ceded all property to the associative whole. If the individual seceded, his or her property would be returned. "This practice, however," it was explained in the Community's first annual report, "stands on the ground, not of obligation but of expediency and liberality; and the time and manner of refunding must be trusted to the discretion of the Association. While a person remains a member, his subsistence and education in the Association are held to be just equivalents for his labor; and no accounts are kept between him and the Association, and no claim of wage accrues to him in case of subsequent withdrawal" (*First Annual Report*, 1849, 16).

That arrangement, it was now clear, did not afford adequate protection from suits for back wages. Nor did it discourage the efforts of former members more inclined toward blackmail and extortion. To better protect the organization, the Bible communists now constituted the Oneida Community into a legal entity owned by four individuals: John Noyes, Erastus Hamilton, William Woolworth, and Otis Kellogg. "It was understood at all times that this arrangement was merely one of convenience," according to Holton Noyes. "Really every member had equal ownership in the property under communism" ("A History of the Oneida Community, Ltd.", ca. 1930, 7-8).

As the years passed, increasing disagreement within the Community crystallized into dissent and, in the late 1870s, a party opposed to Noyes and his policies came into existence. The disloyalists were called Townerites after one of their leaders, James Towner, an Ohio lawyer who had joined the Community about 1874. The Townerite position called for representative government lodged in a president freely chosen by all. The Townerites also asked



Grace Mills: William's wife who remained in the Community after the expulsion of her husband.



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that social life be returned to the "old principles of the Community," a situation in which "every member is to be absolutely free from the undesired sexual familiarity, approach, and control of every other person" (Robertson, *The Breakup*, 126).

Disagreements between Townerites and those loyal to Noyes ("Noyesites") intensified. "There were scenes in the Evening Meetings," Jessie Kinsley recollected. "The disaffected began to sit in the gallery and from there hurl words upon the loyalists. Open scorn, hatred and rebellion were shown in many places" (Rich, *A Lasting Spring*, 50).

Even under these rancorous conditions, the factionalized Community found enough common cause to abandon the practices regarded by the outside world as objectionable. In August 1879, they consented to end complex marriage. A year later, the Perfectionists agreed to disband as a commune and to reorganize themselves into a joint stock-holding business called the Oneida Community, Ltd.

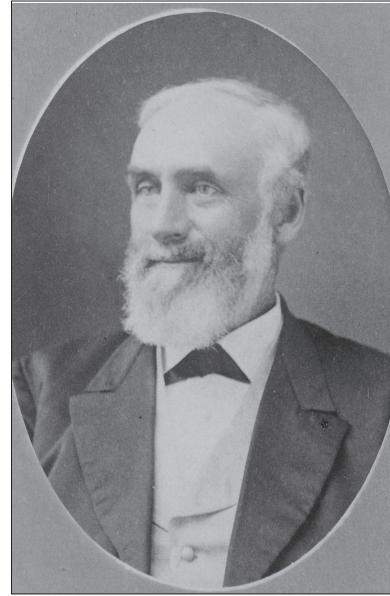
The new business would be a legal corporation keeping the Community's lucrative trap and thread businesses intact but equitably dividing common property into stocks and dividends. The corporation would care for the young, elderly, and disabled. It would give employment to all Community members desiring it while guaranteeing a lifetime of support for those who did not. It would maintain the Mansion House as residence at a low rate of rent for those desiring to live there.

The agreement to reorganize, in August 1880, was unanimous. "It must certainly be conceded that the peaceable accomplishing of this division was in itself an astonishing thing," stirpicult Holton Noyes observed wondringly. "Specially is this the case when we consider that there has never been a lawsuit, or even the threat of one, instituted by a member from that time to this" ("A History of the Oneida Community, Ltd.", 12).

How, in this bitterly divisive period, did they find the good will to agree on such profound and complicated issues? They may have

been influenced by a pledge, signed by all, not to seek individual enrichment by lodging a court suit against the Oneida Community.

Back in 1875, Towner had drawn up a document affirming that none of them would ever "bring any action, either at law or in equity, or other process or proceeding whatsoever against said Community...nor make any claim or demand...of any kind or nature whatsoever" (see below).



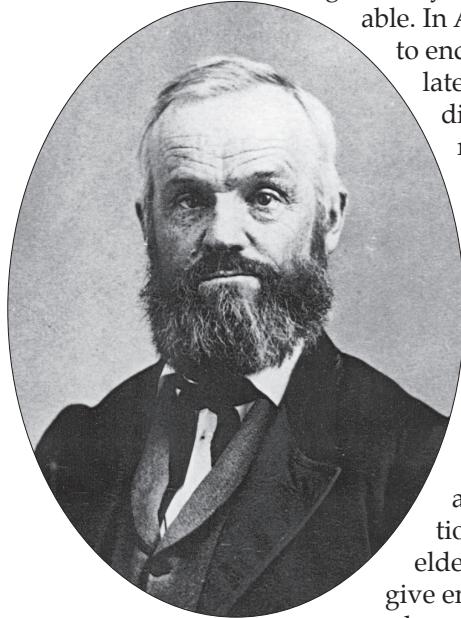
Erastus Hamilton, one of four owners of the OC

Someone, presumably Towner, solicited the agreement of every adult and then continued to update and collect signatures through 1880. Theodore Noyes, for example, was asked to sign a second time after he seceded and rejoined in 1878. Altogether, there are about 250 signatures beginning with John Noyes and ending with Jessie Kinsley. Married in early 1880, Kinsley was being asked to affirm her consent in her new adult capacity.

The document is not, to my knowledge, mentioned in Community writings. Whatever the force of law in such an agreement, it was regarded by former Bible communists and their offspring as important enough to be deposited for safekeeping in the fireproof vault of the Sales Office sometime after 1926. As the years passed, it was forgotten.

Pody Vanderwall found this document in 2014 when EveryWare Global, Inc., then owners of the former Sales Office, permitted Mansion House staff to search that building for artifacts of historical interest. EveryWare Global subsequently gifted those found items to the Mansion House collections, for which we thank them.

John H. Noyes, one of four "owners" of the Oneida Community



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The 1875 Agreement

(Transcription of untitled document [OCMH 2014.004.008] by AW; transcription and original compared by Pauline Caputi)

Whereas, the society called the Oneida Community, having its headquarters at or near the village of Oneida, County of Madison, and State of New York, and branches at Wallingford, State of Connecticut, and other places, was founded by John H. Noyes and others for the purpose of religious fellowship and discipline; and

Whereas, it has been and is the agreement of the members of the said Oneida Community, and of all its branches, by and with each other, that on the admission of any member all property belonging to him or her becomes the joint property of the Community, and of all its members, and the education, subsistence, clothing, and other necessities of life furnished to members and their children in the Community are agreed and held to be just equivalents for all labor performed, and services rendered, and property contributed, no accounts being kept between any member and the Community, or between individual members, and no claim for wages accruing to him or her in case of subsequent withdrawal; and

Whereas, it has heretofore been the practice of the Community to keep a record of the estimated amount or value of the property put in by every member joining the Community, and to refund the same or an equivalent amount or value, without interest, use, or increase, in case of the subsequent voluntary withdrawal of the member

Yet, as this practice stands, and has always stood on the ground, not of obligation, but of goodwill and liberality, the time and manner of refunding such property or its value resting entirely in the discretion of the Community through the voice of its members, who may also discontinue this custom of refunding at any time they see fit, or refuse in any case to refund all or any part of such property contributed by any member, upon or after his or her withdrawal, at their pleasure; and

Whereas, it is also agreed that on the death of a member, or his or her expulsion for just cause, the Community, its trustees, officers, or other representatives are not bound to refund all or any part of the property contributed by such member, to his heirs, executors, administrators, or assigns;

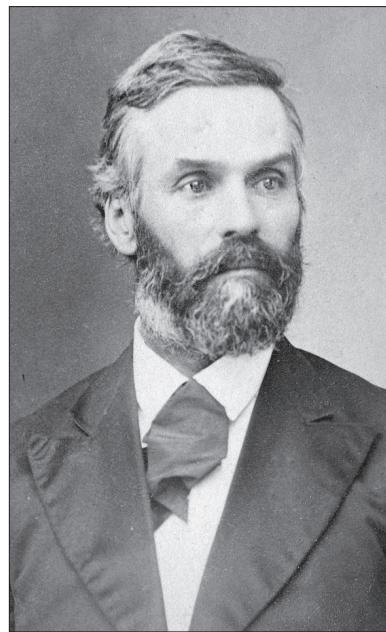
Therefore, we, the undersigned, acknowledge the above as the terms of our connection with and membership in the Oneida Community and all its branches now existing or that may hereafter exist

and we severally for ourselves, our heirs, executors, administrators, and assigns do agree and covenant with it, and with its members, and with each other, and with the present property holders thereof, and their successors in office,
[end of first page]

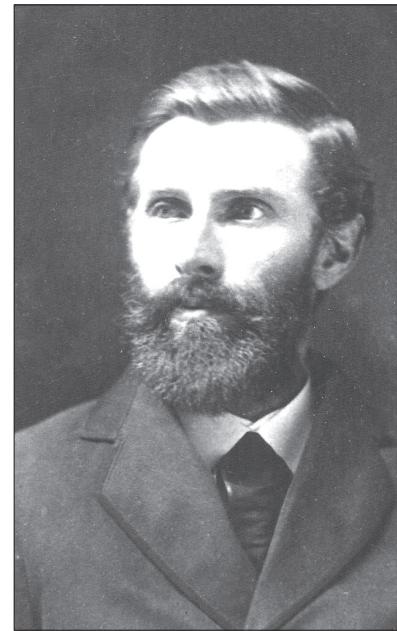
that neither we nor our heirs, executors, administrators or assigns, will ever bring any action, either at law or in equity, or other process or proceeding whatsoever against said Community or its branches, or against the agents or property-holders thereof, or any person or corporation, for wages or other compensation for service, nor for the recovery of any property by us or either of us contributed to the funds or property of said Community or its branches, on or before our entering the same, or at any subsequent time, nor make any claim or demand there-for [sic?], of any kind or nature whatsoever.

In witness whereof, we have hereunto set our hands and seals this Eighteenth day of August 1875.

Signed and sealed in presence of J. W. Towner



*William Woolworth, one of
four owners of the OC*



*Otis Kellogg, one of
four owners of the OC*

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*John H. Noyes
Harriet H. Skinner
Erastus H. Hamilton
Seymour W. Nash
Fanny M. Leonard
Helen C. Miller
Lemuel H. Bradley
Theodore R. Noyes (withdrawn May 1 1878)
Daniel M. Kelly
James B. Herrick
Enos Kellogg (Deceased 1879)
Abel Easton (withdrawn Jan. 1878)
Stephen R. Leonard
Sarah M. Mallory
Hannah W. Hatch
Alfred Barron
George N. Miller
George W. Hamilton
Candace J. Bushnell
C. S. Joslyn
Harriet M. L. Worden
Laura Ann Abbott
Dolly H. Norton
Alvah Barron
Margaret Langstaff
Lorinda A. Burt[?]
James W. Towner
Emily _ [?] Otis
Lucy Ann Thayer
A E Van Velzer
Charlotte Reid [?]
Eunice Joslyn
Susan Underwood (deceased)
Emily H. Allen
Elizabeth Whitfield
Almira De Wolfe
Julia C. Ackley
J. Van Velzer
William A. Hunter (withdrawn)
Charles Ellis
Constance B. Noyes
Harriet A. Noyes
George D. Allen
Mary D.[?] Pomeroy
John F. Sears
William R Inslee
Mary L. Blood
Freeman Sears
Henry J. Seymour
Sarah B. Campbell
Hattie Mallory
Henrietta Sweet
Sarah H. Dunn
Betsey T Thayer*

*Harriet Sibley [?]
John H. Cragin
William H. Woolworth
Albert Kinsley
Elmyra Higgins
Edward P. Inslee (withdrew Sept [?] 1876)
Maria Barron
Louisa Marks
Sarah Story
[end of second page]*

*Alice M. Ackley
F. Wayland-Smith
Frederic A. Marks
James Reynolds (died)
Mary L. Bolles
S. Frances Smith
Charles A. Burt
Susan L[?] Dunn
Sarah A. Bradley
Laura B. Smith
Cornelius Higgins (deceased)
Marion A. Dunn
John Leonard
Cinderella S. Towner
George E. Cragin
Gaylord W. Reeve
Mary S. Whatley
Harriet E. Allen
Louisa Easton
Charles B. Underwood
Louisa T. Waters
J. P. Hutchins
Jane A. Kinsley
Cornelia J. Worden
Susan L. Worden
George Campbell
Jane F. Kinsley
R. M. C.[?] Bolles
Chester W. Underwood
Delight Bristol
John L. Skinner
J. S. Freeman
Erastus H. Hamilton
Orrin L. Aiken (withdrawn May 1878)
John Wm Randolph
John Abbott
Abbie S. Burnham
L.[?] Joslyn (deceased)
Sarah E. A. Dascombe
Olive Conant
Alice E. Nash
Ellen F. Hutchins*

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Tryphena E.[?] Freeman
Fanny P. Hutchins
Joseph C. Ackley
Emma E. Jones
Alfred E. Hawley
D. Edson Smith
Mary V. Baker
Sidney Y. Joslyn
Manly [?] Aiken
Roswell [?] Hawley
Rosamond Underwood
Mary L. Prindle
Sarah E. Johnson
Henry Wales Thayer
Henry A. Warne
Gerogiana F.[?] Sears
-----[? name illegible]
Minerva S. Barron
Florence S. Clark
Martha J.[?] Hawley
Ann C.[?] Sears
Ellen [?] Nash
Tirzah C. Miller
Mary S.[?] Jones (withdrawn 1877)
Elizabeth G.[?] Mallory
Charles M. Leonard
Charles R. Marks
Sophia J[?] L[?] ____?
R. Victor Hawley (withdrawn 1877)
Harriet A. Hall
Birdsey Bristol
Tryphena H. Seymour (died)
Harriet F. Mallory
Chloe Seymour
Ellen A. Miller
Jerusha Thomas
Philena B. Hamilton
Jane L. Abbott
Harriet N. Olds
Henry W. Burnham
Caroline A. Macknet
Sophronia J. Clark
Martin E. Kinsley
William S. Kelly
H. T. Clarke
Henry Thacker
Elizabeth Hawley
Mehetabel Hall (deceased)
Portia M. Underhill
Edwin S.[?] Burnham
Wm A. Hinds
W. H. Perry
Arthur J. Towner (withdrawn in April 1877)

Myron H. Kinsley (withdrew
June[?] 1877; rejoined same year)
Henry G. Allen
{end of third page}

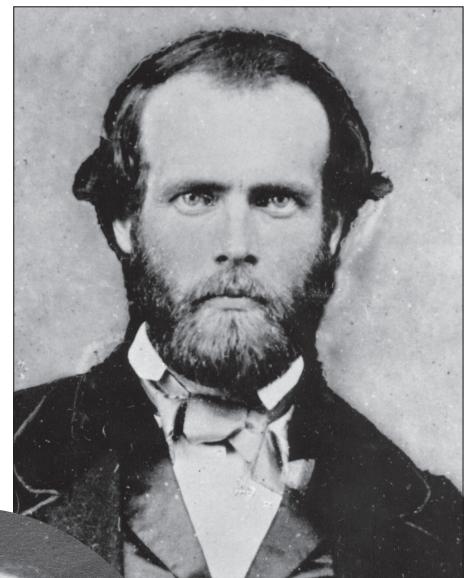
Lyman Van Velzer
Arabelle C. Woolworth
Phoebe A.[?] Sibley
Mary E. Van Velzer
J. W.[?] Perkins
S.[?] Newhouse
G. R.[?] Kellogg
Orrin D. Wright
Milford J. Newhouse
Abram L. Burt
Harriet F. Howard
Charles A. Cragin (died Jan. 1878)
George H. Burnham (withdrawn 1875)
Catherine Baker
Charles C. Hatch
Lavinia C.[?] Kelly
Lorenzo Bolles
James S. Vaill
Charles Olds
Laura E. Aiken (withdrawn May 1878)
A. H. Bloom (withdrawn July 1878)
M. E. Newhouse
J. Homer Barron
Mary P. Beach
Augusta E. Hamilton
Ella R. Underwood (withdrawn April 1878)
Olive A.[?] Nash
Otis[?] Kellogg
Mary J. Loveland
Mary E. Kellogg
Helen C. Noyes
Grace B.[?] Mills
Anna C. Robinson[?]
Harriet H. Kinsley
John R. Lord
Ann M. Hatch
William Jones
Ann S. Hobart (withdrawn Nov.[?] 1878)
Edwin S.[?] Nash
Charlotte M. Thayer
Harriet D.[?] Matthews
Victor C. Noyes
Eliza M. Burt
Julius Hawley
Daniel A. Abbott
Erastus Van Velzer
James H. Hatch
Clara Wait

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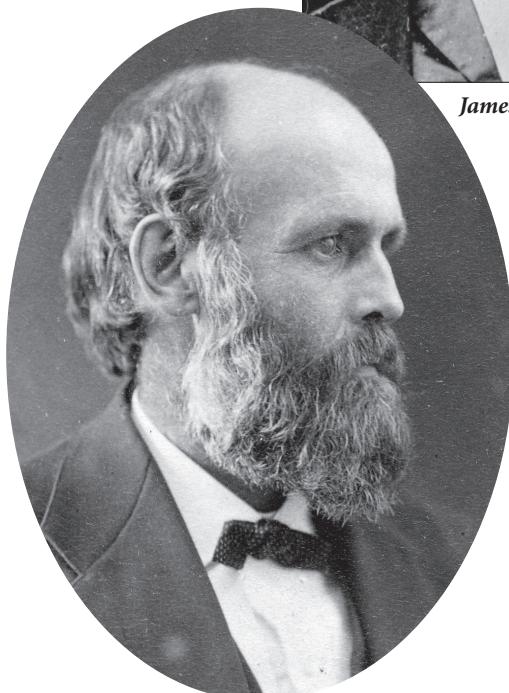
*Anna E. Kelly
Flora J. Whiting
John D. Conant
Frances Hillerman
Martha T. Reeve
Frank W. Tuttle
George Cragin
Elizabeth H. Hutchins
Lorinda L. Burt
Beulah Hendee
Sophronia S. Higgins
Jonathan Burt
Leonard J.[?] Dunn
J. N. Norton
Otis H.[?] Miller
Eliza L. Whitney
Theodore L.[?] Pitt
Jos. H. Bradley (12th August 1876;
Homer Smith (June 31/77) withdrawn same month)
Mary M. Smith (June 31/77)
Mary W.[?] Bradley (12th August 1876;
C.[?] E.[?] Bloom (July 22/78) withdrawn same month)
M. H. Kinsley (Dec. 9-78)
Harriet A. Ackley (Jan. 31/77)
Ida M. Loveland (Dec. 11 1878)
Isabelle H. Brooks (Aug. 1878)
Augusta E. Towner (Dec. 15 1878)
Deborah Hale
Theodore R. Noyes (Dec 16th 1878)
Lily D. Hobart (Dec. 9th 1878)
Marion B. Noyes (Sept 10 1880)
Ida K. Kelly (Dec. 10th 1878)
Carrie B. Cragin (Sept. 29 1880)
Arthur J. Towner (Dec. 15/78)
Leonora E. Noyes (Sep 10 1880)
Mabel H. Joslyn (Sep 16, 1880)
Jessie C. Kinsley (Oct. 11th 1880)*



Jessie Kinsley, 1874



James Towner



Towner later in life

Whereas, the society called the Oneida Community, having its headquarters at or near the village of Oneida, County of Madison, and State of New York, and branches at Wallingford, State of Connecticut, and other places, was founded by John H. Noyes and others for the purpose of religious fellowship and discipline; and

Whereas, it has been and is the agreement of the members of the said Oneida Community, and of all its branches, by and with each other, that on the admission of any member all property belonging to him or her becomes the joint property of the Community, and of all its members, and the education, subsistence, clothing, and other necessities of life furnished to members and their children in the Community are agreed and held to be just equivalents for all labor performed, and services rendered, and property contributed, no accounts being kept between any member and the Community, or between individual members, and no claim for wages accruing to him or her in case of subsequent withdrawal; and

Whereas, it has heretofore been the practice of the Community to keep a record of the estimated amount or value of the property put in by every member

Text of the 1875 agreement



170 Kenwood Avenue

Oneida, NY 13421

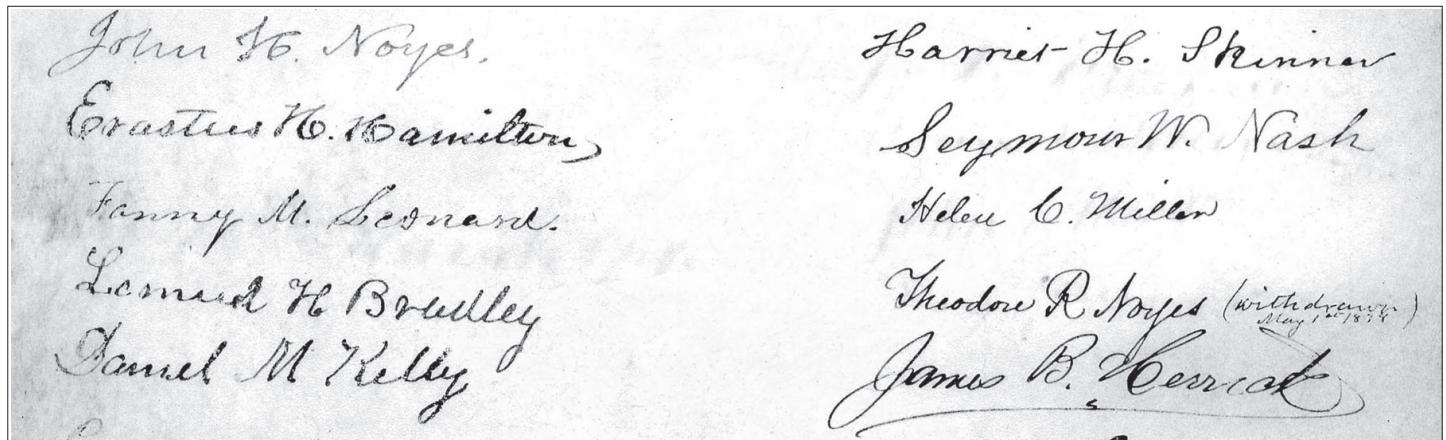
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Oneida Community signatures, 1875 agreement