

Compliments of
Lauriston L. Scaife.

THE SUFFOLK RESOLVES HOUSE

By Lauriston L. Scaife

A movement has recently been made to secure and permanently preserve, as an historic relic, the so-called "Suffolk Resolves House" situated on Adams street adjoining the Railroad property. This movement was based, of course, upon the assumption that the house in question was in fact the house in which the Suffolk Resolves were adopted. That assumption was denied in your columns by Miss Eleanor P. Martin in a forceful and well written article, in which she referred to a paper written by Miss Vose and herself, for the Milton Historical Society and which was published in the Milton Record December 14, 1912. In her article published November 17, 1923, she says that Miss Vose and herself

"—reached the conclusion that the house of Daniel Vose, where the Resolves were passed, stood on the corner of Adams St. and the way to the Town Landing, and unfortunately was destroyed by fire January 15, 1861."

Of course, if the building where the Resolves were passed was destroyed by fire in 1861, the present so called Suffolk Resolves Building is not what the tablet thereon declares it to be. In the original paper (1912) considerable space is devoted to argument for the conclusion thus stated above. She treats the matter as one to be determined by circumstantial evidence, for example:

*She closes her article in the Milton Record of Nov. 17, 1923, as follows:

"Up to the present time the identity of the building has been veiled in more or less uncertainty. Strong *circumstantial evidence

*[Note—she here relies upon circumstantial evidence.]

led to a theory which, while never abandoned, yet has lacked complete proof until recently. It may interest those unprejudiced minds, who value historic accuracy, to know that this house, about which the movement has been made, was built by Milton's early physician, Dr. Amos Holbrook, eleven years after the passing of the Suffolk Resolves."

Here is an unqualified statement that the house in question "was built by Dr. Amos Holbrook, eleven years after the passing of the Suffolk Resolves."

When treating the subject in 1912, she and Miss Vose gave considerable space to show the basis for the conclusion of less certitude. Here, although she makes the unqualified statement that this house was built eleven years after the passing of the Suffolk Resolves, she offers no evidence whatever in support of the statement, although in the above quotation she impliedly claims that she has obtained "complete proof," which, however, she does not disclose. Thus she leaves the public to rely simply upon her assertion.

Apparently her "complete proof" was requested in a communication printed in the Milton Record January 19, 1924. In the Record of January 26, 1924, she says

"I would say that the real story of the so called Suffolk Resolves House appears to be as follows": Examination of the details of that article is deferred for the moment; but it may be noted that the conclusion here reached has been modified from the statement of a certainty, to the following:

"After his" [Dr. Holbrook's] "marriage to Patience Vose, Dr.

Holbrook, in 1785, sold his Milton Hill estate and the same year, *we seem justified in believing, he built the house under discussion.*

(the italics are ours)

It may be inferred that if the evidence, which she has acquired "recently," had come to her notice before the lengthy article of 1912 was written, that article would have been greatly shortened.

The question at issue is simply whether, or not, the statement on the tablet—"In this mansion—the Suffolk Resolves were adopted"—is true, or false.

Obviously the establishment of the fact that that building was not built until eleven years after the Suffolk Resolves were passed, would establish absolutely the falsity of the inscription on the tablet, and should and would stop all further movement on the part of citizens of the Town of Milton to perpetuate such falsity.

Miss Martin says in effect that this inscription is false. She has not lightly taken this position. Moreover she is recognized as particularly well versed in the History of Milton, and her work and writings show a high degree of both ability and accuracy. What she has written on this subject deserves, and should receive, serious examination and consideration.

It will be noted that she has two independent lines of attack:

First, that the house in which the Suffolk Resolves were passed was destroyed by fire in 1861.

Second, that the so called Suffolk Resolves House did not exist when the Suffolk Resolves were passed, but was built eleven years after that date.

As the house now standing and known as the Suffolk Resolves House is the real subject of attack, it seems preferable to take up this subject first.

Was the so-called Suffolk Resolves House built after those Resolves were passed?

It seems a fair claim that, as the present house has carried on its front the marble tablet declaring that

"In this mansion—the Suffolk Resolves were adopted,"
this house may be regarded as having become a Milton institution; and

that any attack upon it should throw upon the attacking party the burden of proof. Apparently Miss Martin recognizes this position; for when called upon, as shown above, for the evidence upon which she based her conclusion in regard to the identity of the house, she responds promptly in the next issue with the statement of her evidence, saying—

"In 1781 a lot of land adjoining the estate of Daniel Vose was bought for his two year old boy, Daniel Thomas Vose. In 1783 the latter's sister Patience was married to Dr. Amos Holbrook, who was then living in the house, which stood on or near the present site of Mrs. J. Malcolm Forbes' cottage. After his marriage to Patience Vose, Dr. Holbrook, in 1785, sold his Milton Hill estate and the same year, we seem justified in believing, he built the house under discussion. An account-book of William Babcock for 1785 shows debits against Dr. Holbrook for stoning the cellar and chimney of a house somewhere in Milton. The census of 1790 indicates Dr. Holbrook's residence as the house next north of Daniel Vose's, and the Milton Tax Lists of 1801 to 1809 bear witness that Dr. Holbrook owned the house occupied by H. M. Lisle, while deed of the same period proves that H. M. Lisle lived in the house, which stood on the land of Daniel Thomas Vose."

We have taken the trouble to examine the William Babcock (Badcock) account-book.

[Incidentally it may be said that this is much more than a mere account-book. It contains memoranda and records of services in the Revolution which, we think, would give this book a place of honor on the files of any Massachusetts Historical Society, —indeed of any Colonial Historical Society.]

This book is in the possession of one of William Badcock's descendants, Mrs. Frederick M. Hamlin, who kindly furnished me with a copy of the entries referred to by Miss Martin, as follows:

1785			
June 23	to Myself one Day & oxen half Day	0/8/0	
June 25	to Myself & oxen one Day to Stone Seller	0/9/0	
June 25	to five Loads of Stones you had	1/6/0	
June 30	to one Load & half of Stones	0/6/0	
Sept. 12	to a load of Stone for Chimney	0/6/0	

It may be observed that Miss Martin is here resorting to circumstantial evidence. Before going further into the evidence itself, it may be of advantage to note some maxims and rules for the use of such evidence, written several centuries ago, and still put forth and used by teachers, scientists and others in our own day.

From THE PORT-ROYAL LOGIC translated by Thos. S. Baynes. (p. 352).

"It must therefore be laid down as a certain and indubitable maxim on this subject, That the simple possibility of an event is no sufficient reason for our belief of it,—and that we may also have reason to believe it, although we do not judge it to be impossible for the contrary to have happened; so that, of two events, I may have ground for believing the one, and disbelieving the other, although I believe both possible."

(P. 353)

"In order for me to judge of the truth of an event, and to be determined to believe it or not to believe it, it is not necessary to consider it abstractly, and in itself, as we should consider a proposition in geometry; but it is necessary to pay attention to all the circumstances which accompany it, internal as well as external. I call internal circumstances those which belong to the fact itself, and external, those which belong to the persons by whose testimony we are led to believe it. This being done, if all the circumstances are such that it never or rarely happens that the like circumstances are the concomitants of falsehood, our mind is led, naturally, to believe that it is true;

and it is right to do so, especially in the conduct of life, which does not demand greater certainty than this moral certainty, and which must often rest satisfied in many circumstances with the greatest probability."

For modern authority concerning the use of Historical evidence, see appendix hereto.

It is to be remembered that Miss Martin is using this circumstantial evidence to prove that the so called Suffolk Resolves House was built by Dr. Holbrook. It is also to be remembered that any one piece of circumstantial evidence should be considered in reference with other circumstances relating to the same case. If there were nothing more, the evidence offered by Miss Martin might possibly justify her inference. But it is to be remembered that the house in question has borne upon its face, at least half a century, the solemn declaration—"In this Mansion," etc.

Moreover, Miss Martin herself has noted (Milton Record, Jan. 26, 1924) a statement in Teele's History of Milton, Page 150, in regard to the house. She notes as follows:

"The old house was removed and enlarged, and now stands next to the Milton Depot, memorable as the building in which the Suffolk Resolves were passed."

Whatever inaccuracies may exist in Teele's History, it is to be noted that the public is there thus informed that the old house had been removed from its original location, and *now stands in its present position memorable as the building in which the Suffolk Resolves were passed.*

In the paper carefully written by Miss Vose and Miss Martin, and published in 1912, we do not recall any suggestion that any claim had been definitely made in Teele's History or elsewhere that *the house in question had been removed from its original location to its present site.* On the contrary, Miss Martin's argument, as already shown, was in fact (1) that the original Suffolk Resolves House remained in its original location until it was burned in 1861; and (2) that the so called Suffolk Resolves House was built eleven years after the Suffolk Resolves were passed.

It is true that, no direct evidence of such removal has been shown. We have been searching for it diligently, but so far without success. In the absence of direct evidence, we must resort to circumstantial evidence, as Miss Martin has already done in her presentation of the question.

If, notwithstanding strong circumstantial evidence to the contrary, the one definite fact which she originally asserted, be true, viz., that the house in question was not built until 1785, circumstantial evidence to the contrary would be useless. She, herself, however, appears to have abandoned her original statement in its absolute form, and to have reduced her unqualified statement, to the moderate conclusion—that "after his marriage to Patience Vose, Dr. Holbrook, in 1785, sold his Milton Hill estate, and the same year, we seem justified in believing, he built the house under discussion." (The italics are ours.)

We have shown that in judging of the truth of an event, and whether to believe it or not to believe it, "it is necessary to pay attention to all the circumstances which accompany it, internal as well as external."

All such circumstances discovered, or discoverable, should therefore be produced and considered. Instead of doing this item by item, it would seem to render the situation more intelligible to treat these circumstances connectedly, as indeed, Miss Martin herself has done; only we beg to go into them somewhat more fully.

Consideration of the Circumstantial Evidence

As neither Miss Martin, nor anybody else, so far as we know, has questioned the statement that the original Resolves were passed in the house of Daniel Vose, and that this house stood on the land where the Milton Banks are now located, there is no occasion for any argument upon that point. Furthermore, Miss Martin has argued that the original building, built by Fenno and Vose, on the 40 ft. corner lot, had been added to, by the purchase, by Daniel Vose's wife, of the adjoining lot having 50 ft. frontage on Adams Street, and that owing to the increase in Daniel Vose's business and possessions, a house had been built there, circumstances indicating that such building was erected

in 1773. In her paper of 1912 she says,

"From all the evidence which can be gathered, it appears that it was then that he built what he called (a) his "Mansion House," which stood on the land belonging to his wife Rachel, and which was apparently attached to the earlier structure—the Fenno and Vose house of 1763. This would have been in accordance with the custom of the time. When a dwelling had been outgrown, the owner, as need occasioned, or circumstances allowed, built on an addition, relegating the older portion to the more menial use." Her paper continues,

"In the enlarged building, in all probability, the Suffolk County Convention made and passed the famous Suffolk Resolves." (The italics are ours.)

Here she apparently treats the old building and the new building, as one enlarged building.

It may be noted that the historical article written by Miss Vose and Miss Martin in 1912 is entitled "Daniel Vose and his Inn"; and in the paper itself, stress is laid upon the "Inn" side of the matter.

Obviously the Suffolk Convention was held in the "house" and not in the *torc*.

The official publication of the Suffolk Resolves in the "Journals of the Continental Congress 1774" as originally published* is as follows:

"At a meeting of the delegates of every town and district in the county of Suffolk, on Tuesday, the 6th of Sept., at the house of Mr. Richard Woodward, of Deadham, and by adjournment, at the house of Mr. (.....) Vose, of Milton, on Friday the 9th instant." etc.

A later edition of these Journals edited by Worthington Chauncey Ford, and published in 1904, inserts the name "Daniel" before Vose. But the point to which attention is here called, is that the word describing the building where the Suffolk Resolves were passed, was neither "Inn" nor "Store" but was "house." And it is submitted,—upon the internal evidence of such buildings, and their uses,—the store being filled with objects for sale, and also because a

meeting there would be liable to interruption from those who were not delegates,—that of these two buildings, the house or the store, the meeting of the Convention must obviously have been held in the "house" rather than the "store."

(a) We do not recall that he or anybody else used the term "Mansion House" until it was placed in his will in Dec. 1807.

*A copy of this original, official and limited edition is kept under lock and key in the Milton Library.

Evidence tending to show that the "house" was, and is, the present so-called Suffolk Resolves House.

Assuming then that it is sufficiently shown that the Suffolk Resolves were passed in the house of Daniel Vose "built in 1773 on land owned by his wife," we shall offer circumstances, which tend to show that this house was, and is, the so called Suffolk Resolves House, now under consideration.

Miss Martin's evidence as to Dr. Holbrook's activities does not conflict with our claim.

It is not necessary to contest Miss Martin's argument that the items mentioned from the account-book of William Badcock, related to this house; for at most they relate only to the cellar of the house, and possibly one of its chimneys. All she has shown in the way of direct evidence regarding her claim to establish her original assertion that the house was built "eleven years after the Suffolk Resolves were passed" is that Dr. Holbrook was charged June 23, 1785, for "one day Myself and oxen half day." Two days later to "one day Myself and oxen" "to Stone Seller." On the same day to "five loads of Stone" and five days later to "one load and a half of Stones." All these charges amounted to 2 pounds and 3 shillings:—in other words, about \$10.75. The following September there is also a charge for "a load of stone for Chimney" 6 shillings,—another \$1.50,—making the total charges about \$12.25. Here, perhaps, is enough to infer the building of the cellar of the house in question, and later furnishing stone at the cost of \$1.50, for a chimney, or more probably, as it seems to us, for repairs to, or foundation for the chimney.

Obviously these facts are not inconsistent with the statement in Teele's history that the house in question was removed from its original location to its present location; the evidence adduced by Miss Martin only goes to indicate that in the new location the house was placed upon a cellar procured by Dr. Holbrook, who also supplied stone for a chimney,—possibly a new, additional chimney, possibly only for chimney repairs.

Thus we are left free to consider circumstantial evidence tending to show such removal.

Circumstances indicating that the "House" in which the Suffolk Resolves were passed, was removed from its original location to the lot whereon it now stands, and there served as a residence for Dr. Amos Holbrook and his wife.

Miss Martin has shown that Dr. Holbrook married Daniel Vose's daughter, Patience. She was his second wife. He had had four children by his first wife, and the indications from the records are, that two of these four children were alive. He was a practicing physician, and according to what has come down to us about the matter, his practice must have been growing at that time, when he was 31 years old. According to Miss Martin, at that time he was living at some little distance from the corner of Adams and Wharf Sts.; and it seems to have been obviously desirable for him to be located, if possible, in so central a position as that where the house in question now stands,—between the bridge and the corner of the great highway between Boston and Plymouth and the road leading down to the wharf. Miss Martin has also indicated something of the development in the business and possessions of Daniel Vose. Starting with his cousin Joseph Fenno in 1762, (a) in a few years thereafter he had been able to buy out all Fenno's part in the business, and its real and personal property; thenceforward he carried on the business himself. In 1773, only eleven years after starting with his cousin, his business and affairs had so increased as to make it desirable to build the additional house, in which the Suffolk Resolves were passed in 1774.

Come down now eleven years more,

and the records will show that he had still been increasing his business and his means.—just as he had increased them in the first eleven years. He was, therefore, well able financially, to let his daughter and her husband, Dr. Holbrook, take the "house" then standing, and use it and live in it, on Daniel Thomas' lot, while he himself would replace it by a somewhat more commodious structure, more suited to the important position to which he had attained, and to the new requirements of his expanding business.

Moreover, his eldest daughter, Patience, was married in 1783 to this promising young physician, and the next year her daughter Clarissa had been born.

As Miss Martin has shown, it appears that the lot whereon the house in dispute now stands, had in 1781 been deeded to Daniel Vose's infant son, Daniel Thomas Vose, then only two years of age. As Miss Martin says, the lot seems to have been vacant up to 1781; that is, at the time it was conveyed. She also suggests that some family arrangement was probably made in regard to the placing or building of a house upon this lot, then owned by the infant Daniel Thomas. In this connection she speaks of a certain bond, which she says is mentioned by Daniel Vose in his will, *which was dated December 1st, 1807, and by which will he leaves certain real estate to his son, Daniel T. Vose, on condition that Daniel T. Vose shall give a deed of the house and land in question to his sister, Patience (Vose) Holbrook. Before considering these two instruments, let us consider for a moment other circumstances indicating the possibility and probability that the present house in dispute was moved from the location further up the street to its present location. It is of course, in a sense, not important who built the house in question, or if it was removed, who paid for its removal. The only question which concerns us here, or which concerns the public, is whether or not the house in question was the original Daniel Vose house, in which the Resolves were passed. But all the circumstances help toward the truth of any conclusion in the matter. We have so far shown,

(a) That in all probability there

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were good business reasons, as well as reasons of personal convenience, why Daniel Vose wished to change the building, built on his wife's lot adjacent to the original house built by himself and Fenno, on the corner.

(b) That there were good family reasons why Daniel Vose should let Dr. Holbrook and his wife have the use of the house (built in 1773 on Mrs. Daniel Vose's land) upon the new location, where the house in question now stands.

(c) That, as that location was then (1785) owned by Daniel T. Vose, a minor, then only 6 years old, it was necessary, or at least desirable that, (as has been noted by Miss Martin) some family arrangement in regard to the future ownership of the house should be made. As already noted, and as will be shown more fully hereinafter, such provision was made and finally carried out.

Such removal seems to have been a common affair in the Milton of those days.

Turning once more to Teele's History of Milton, we find abundant records of such moving and removing of houses. On pages 157 and 158 we find that "in the latter part of the last century, the Hobson house, which was moved to its present position from near Gun Hill street, was occupied by Josiah Vose, as a summer residence." Page 159 says that the house built by Isaac D. Vose, and later occupied by Seth D. and Mrs. A. D. T. Whitney, on Canton avenue and Vose's lane, originally stood near the Barnard Mansion, and was moved upon the Whitney land when purchased by Mr. Whitney. On the same page (159) we find that "North-east of the Unitarian Church was a red store, removed sixty years ago, to the land of Charles Stone, on Randolph Turnpike, where it now stands." On pages 159 and 160—"After the red store was moved away, Capt. Charles Taylor built a store about where the old Town House used to stand, for his brother Joseph. This, too, was moved, and now forms the front portion of Mr. Charles Breck's house." Page 160 also records the removal of a house by Mr. Silsbee. On page 163—"When the present Gilbert mansion was built by William H. Davis, the buildings were removed; the main house now stands on the southwest corner of Canton avenue and Har-

land street and the wing on Harland street." On page 177 it is recorded that the house of George Tucker was removed, notwithstanding the fact that its removal seems to have been a particularly up-hill job, the account saying that it was

"—removed to the Capen estate, on some of the highest land of the hill, where it now stands, near the Capen driveway."

Page 178 shows two removals. Page 181 shows the removal of the bakery of Nathaniel Tucker from a street to the avenue of Col. Russell, and its change from a bakery to a dwelling-house. The same page shows the removal of the Copeland house to Randolph avenue near Pleasant street. Page 185 shows the removal of the old Murray house. The same page shows the removal of the old Talbot house on the westerly side of Pleasant street; that "it was removed farther north, and now forms the rear of the Pierce house."

If the removing of so many houses was recorded in history, how much greater, probably, was the number of houses so moved, yet thus not re-

* We do not find it mentioned in Daniel Vose's will, but in the deed of T. S. Vose to Clarissa Holbrook.

(a) Miss Vose and Miss Martin in their paper of 1912 say: "The original Fenno and Vose house. . . was built between the years 1760 and 1763." It is immaterial in the present discussion to determine the precise year within that period.

corded. The indications are that such moving was not deemed a difficulty, a hardship, or as involving any untoward expense. Moreover, such movings still continue. Very recently, at least two houses on the Carey Estate on Adams street have been moved,—one to another position on the same estate, the other from its original place, near and fronting upon Adams street, across Adams street, and is now located on Pleasant street. Its color has been changed from red to white; and no one seeing it now would be apt to suspect that it was the red house which formerly stood on the Carey Estate on Adams street.

It is true that we do not find any direct evidence that the so-called

Suffolk Resolves House was thus moved. Well—that is hardly to be wondered at, and especially in the present case. It is to be remembered that both these locations,—the corner where the original store was, or the next door lot on which the "house" was built in 1773, and the lot on which the present house stands,—were all portions of the same lot, which the father-in-law of Daniel Vose, Jeremiah Smith, originally owned. Also apparently it was a simple down-hill job, to slide, or drag the house the few feet of distance intervening between its original and present locations.

To show how easy it would be for Daniel Vose to have the house moved, and how natural it would be that there should be no record of such removal, we beg to quote the following from Teele's History of Milton, Page 184:

"Daniel Vose was engaged in an extensive grocery and shipping business at the village, having a large wholesale grocery store, and employing many men. The idle men from the section of the town in the region of Pleasant street were accustomed to congregate at his store for the extra work which Mr. Vose furnished."

Moreover, as bearing upon the property of Daniel Vose, whose increase of prosperity from his beginning in 1762, has already been indicated, it seems worth while to insert here the following from pages 398-399 of the same:

"Through the last half of the eighteenth century, Daniel Vose was conspicuous in the civil and military affairs of the town.—He was a true friend and a genial host, entertaining with generous hospitality. His house was furnished handsomely for those days. Rich and valuable articles of his furniture are still in possession of Henry L. Pierce"—

"Through his whole mature life Mr. Vose was, perhaps, the leading business man in Milton. He carried on a large and varied trade, and was a medium of exchange for the producers of this town and of many interior towns. In this he furnished occupation to many citizens and families

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of Milton dependent on their labor for subsistence."

Here is evidence furnishing both the motive and the means for moving the building built on his wife's lot in 1773, to its present location on the lot which then belonged legally to his son, young Daniel T. Vose, and replacing it on the old location belonging to his wife, by a more commodious mansion, better suited to the wider, broader life to which he had attained, and better fitted for the entertaining and hospitality which, as shown, it pleased him to dispense.

Moreover, in performing this act,—removing the one house, and replacing it by a more commodious one,—he accomplished a double purpose, first, to furnish a suitable and convenient home for his son-in-law (the then young Dr. Holbrook), his wife, and baby Clarissa, and at the same time obtaining for himself, his wife, and the rest of the family, a place better suited to his then more generous mode of living.

And the ease with which Daniel Vose could have effected the removal and the frequency of such acts furnish reasons for the absence of a definite record of the removal.

The evidence from the will of Daniel Vose and the later conveyance by Daniel T. Vose to Clarissa Holbrook.

It does not seem that any apology is needed for going at length into the connection of Daniel Vose with the house in question. The various writings by Miss Vose and Miss Martin upon this subject printed in the Milton Record indicated as the first great cause for doubt thrown upon what we may call the authenticity of the so-called Suffolk Resolves House, was that the land whereon it stands was never owned by Daniel Vose. Moreover, it is to be remembered that Miss Martin asserted that this house was built by Dr. Holbrook eleven years after the Suffolk Resolves were passed. No surrounding or qualifying circumstances were then given; but the statement was left with its plain implication, according to the ordinary use of language; namely, that being built by Dr. Holbrook, it was built at his own expense upon land owned by him.

As the vital question is whether the house in question was the Daniel Vose

house in which the Suffolk Resolves were passed, we think it justifiable to furnish all possible details showing the interest and connection of Daniel Vose both in and with the house itself, and particularly with the house in its present location.

It is true that Miss Martin states the bequest to Daniel Vose's son, Daniel T. Vose; but she makes no mention of the devise or bequest to Daniel Vose's daughter Elizabeth Baker; *Vose's daughter Elizabeth Baker; nor does she call attention,—in connection with the bequests to Daniel T. and to Elizabeth Baker,—to the fact that in this part of the will the grand-daughter, Clarissa Holbrook, is ignored,—a fact of great significance when considered in connection with the other facts involved.* Finally Miss Martin makes no mention of the residuary clause, in which Clarissa Holbrook is treated on an equality with Daniel T. Vose and Elizabeth Baker. In order that those interested may have the fullest possible opportunity for consideration, a copy of the entire will, (taken from what is furnished to us as a complete copy of the Will) is hereto annexed.

The Will was dated December 1, 1807. According to the History of Milton, Daniel Vose died December 7, 1807; and his Will was proved and allowed January 5, 1808. The date of the Will and the date of his decease, taken in connection with his solemn preliminary statement, show that he realized death was near, and that it was his intention and desire to do everything that was right, and just and fair.

In the first item he gives to his son Daniel Thomas Vose the whole of his Codman's Wharf property in Boston; also half of his paper mill with half of the land on which said mill stands, and half the land adjoining the same situated below the bridge in Milton.

This devise, or bequest, is "on condition that he gives to my grand-daughter Clarissa Holbrook, a deed of his house and land now occupied by Henry Maurice Lisle, attorney at law, situated between my Mansion House, and my Daughter's Store."

So far the Will has been noted and treated by Miss Martin. In the next item he gives to his daughter Elizabeth Baker "the other half of my paper mill with one half of the land

under and adjoining the same, as described above."

Note that so far he has treated the property by giving his son outright the whole of Codman's Wharf property, and dividing equally between his son and his daughter Elizabeth, the rest of the property so far devised. *These two items contain all the particular devises or bequests.* There is but one more item;—in that item he gives to his wife Rachel Vose "the rest of my estate both real and personal." If the will stopped there, this would give to his wife the absolute title to all the rest of his real estate. But the Will proceeds—"to be improved by her during her natural life, and my will is that at the decease of my dear wife, that my whole remaining Estate shall be equally divided between my children and heirs, and my grand-daughter, Clarissa Holbrook." He then provides that, in the case of the decease of Clarissa Holbrook, her share shall go to his son Daniel T. and his daughter Elizabeth and their heirs.

Miss Martin's inference from the bond mentioned, (which nobody has been able to find) and from the Will, is that by the Will Daniel Vose was "giving to his son other property in lieu" of the house and lot which, in a certain sense, he, the elder Daniel, was, by the terms of his Will, forcing his son to convey to Clarissa Holbrook. But it should be noted that in this part of his Will, Daniel divides part of his property in two equal parts between Daniel T. and Elizabeth, and gives Daniel the whole of the Codman's Wharf property; and, *in so doing completely ignores Clarissa; although in his residuary clause he treats Clarissa as fully equal to Daniel and Elizabeth.* Clearly, the effect of the first two items is, in a particular sense, to make Clarissa pay to Daniel T. for all, or a very great part of the value of the house and lot in question. What we have called here a payment by Clarissa is that she is deprived of the portion of these specifically devised properties which she obviously would have received if the Holbrook family had equitably owned the house in question. Considering that the final treatment of Clarissa in the residuary clause shows Daniel Vose's intention of treating her upon an equality with each of his

two children it seems clear that if Dr. Holbrook, or his wife, had originally built that house, at their own expense, and if Daniel Vose had decided to use his will to enforce the performance of justice between the parties, he would have required Clarissa to sacrifice to him, or pay to him, only the value of the lot. But a careful consideration of the then relative values of all the details of property in the first two items shows that, by the provisions of his Will, Clarissa was being forced to pay (by sacrificing what she would otherwise receive under the will) for the house as well as for the lot.

These details could be argued at great length, but we consider such arguments unnecessary in this paper.

Considering all these circumstances, it is plain that:—although, as stated by Miss Martin and Miss Vose, Daniel Vose never owned the land where the house in question is now standing,—although Dr. Holbrook may have paid for the stones for the cellar of that house, and for one of the chimneys, or a part of a chimney in that house,—Daniel Vose considered to the end of his life, that, in a certain sense, morally, if not legally, *that house was his to dispose of*, or at least to determine how it should be disposed of, and to arrange equitably between the claimants to the house, both of whom were heirs of his, how the consideration for that house should be adjusted. Such action on his part is clearly not in consonance with the theory that the house was built by Dr. Holbrook, and was Dr. Holbrook's house, or his wife's house. On the contrary it leads to the conclusion that Daniel Vose believed he had a right to "meddle," not only with the daily control, but with the final disposition of that house; and, under all the circumstances, such attitude on his part naturally points to the conclusion which is implied in the statement on the Tablet, "In this Mansion . . . the Suffolk Resolves were adopted"; to wit: that he had moved it, or caused it to be moved, from its original location on land owned by his wife, to its present location on land he had bought for his son, when his son was a baby.

The masterfulness of Daniel Vose

in matters of this kind is shown by the fact, that in his will he calls the house in which he was residing "My mansion," although it stood on his wife's land, and his will did not affect it any more than it affected the so called Suffolk Resolves House standing on his son's land.

Further—we have not been able to find that Daniel T. Vose paid any taxes on the disputed premises, or indeed, upon any real estate in Milton, so long as his father, Daniel Vose, lived. The father, Daniel Vose, was, of course, taxed right along upon real estate, but the tax records do not show the particular property, or properties, upon which the taxes were levied. It is probable, however, that the disputed premises were included in the taxes assessed upon Daniel Vose from the time the land was acquired, when Daniel T. was only two years old, up to the time when Henry Maurice Lisle, the tenant of the premises, paid the taxes. This seems to have been about the time of, and after, the decease of Daniel Vose.

We can find no record that Dr. Holbrook ever paid any taxes upon this property.

In fact, everything that we have found indicates that, although as shown by his will, Daniel Vose realized that the legal title to the disputed property was his son's (Daniel T.'s) nevertheless, he considered that morally, and practically the property was his to manage and dispose of while he lived, and even, as shown above, (indirectly) by the coercion of his will after his decease.

The above examination of the whole will, including the items omitted by Miss Martin, shows also that, while Daniel T. was coerced into conveying the house to Clarissa, she, in effect, was made to pay for it out of what would otherwise have been her share of Daniel's estate.

As to Miss Martin's claim, in effect, that the disputed house was still standing on its original location in 1808.

It may be recalled that Miss Martin treats the subject not only upon her claim that the disputed house was built eleven years after the Suffolk Resolves were passed, but also upon her claim that the original House itself, where the Suffolk Resolves were

passed, remained upon its original location until it was destroyed by fire in 1861.

Upon this point she says (Milton Record, Jan. 26, 1924).

"—The Norfolk Registry contains contemporary records of deeds and wills which show that the old house was still standing at the corner of the road to the wharf in 1808, and that the present house, the so called Suffolk Resolves house, was then standing where it stands today."

We understand that by the above she means:

(1) deed from Rachel Vose, widow of Daniel to her son, Dan'l T. Vose, signed Feb. 18, 1808;

(2) Deed from Henry and Clarissa Gardner to Daniel T. Vose, signed June 15, 1821,

(3) Will of Dan'l Vose, signed Dec. 1, 1807, proved and allowed Jan. 5, 1808.

(1) In deed (1) the material part of the description is—

"A certain piece or parcel of land with the dwelling house thereon wherein she now lives,* bounded as follows, beginning at the corner of a dwelling house formerly built by Messrs. Joseph Fenno and Daniel Vose, now deceased."

At first glance this seemed to definitely support Miss Martin's claim that by recorded deed it was shown that the original building erected by Fenno & Vose was still standing in 1808 upon its original location. But careful re-reading raised the question of the use and meaning here of the word "formerly." If that word had been omitted we think it clear that the statement meant that the original building was still there.

But the use of the word "formerly" raises a question which can be answered more satisfactorily if at all after considering points (2) and (3).

(2) In the deed* of the Gardeners to Daniel T. Vose the important words are "land with the buildings thereon, situate in Milton, adjacent to the late residence of the aforesaid deceased," [Daniel Vose] "bounding westerly

upon the country road and upon the Mansion House aforesaid."

This deed does not tell or even indicate when, where, how or by whom any of the buildings there described were or was built.

* An abstract of the description in this deed, signed June 15, 1821, recorded Norfolk Deeds, vol. 60, p. 253, —was kindly furnished us by Miss Martin.

(3) The material words in the will of Daniel Vose are "I give and bequeath unto my son Daniel Thomas Vose . . . on condition that he gives to my Granddaughter Clarissa Holbrook a deed of his house and land now occupied by Henry Maurice Lisle, Attorney at Law, situated between my Mansion House, and my daughter's Store."

This gives no indication whatever that the house he calls "My Mansion House" is the house he originally built there in 1773. On the contrary, noting that here, (Dec. 1807) for the first time we find the word Mansion or Mansion House and taking into consideration the other evidence herein presented, we think this will tends strongly to confirm our conclusion that the original residence built by him on his wife's lot in 1773 had been removed in or about 1785 for the benefit of the Holbrooks and had been replaced by a more commodious structure which, as shown in his will, he called "My Mansion House."

The evolution of the houses built in 1763 and 1773 respectively is not clear. Miss Martin, as already noted, thinks that the Resolves were passed in "the enlarged building" comprising both of them.

Coming down to the time of the fire in Jan., 1861, we have found it difficult to get from persons then living, a clear, dependable, description of the premises as then standing.

Of course memory will dim, more or less, during so long a period as sixty-three years. Several persons then and still living have given us their best recol-

lections, which naturally vary somewhat. But on one point they all agree:—the premises burned, (aside from outbuildings) constituted but one house. At all events it is obvious from the description of these still living witnesses, (including sketches, made recently from memory by one still living) that what was burned in 1861 was not either or both of the two buildings (1763 and 1773) as originally constructed; that alterations or reconstructions had taken place; and especially that the final building was "higher studded" than the so-called Suffolk Resolves House, and, generally speaking, had more commodious rooms.

In short we find nothing in the evidence adduced by Miss Martin which, in the light of the other evidence adduced, shows either conclusively or probably that the original house on the corner lot was still standing there in 1808 and was burned in 1861, or that the house of 1773 was still in 1808 in its original position.

We have been shown nothing and have found nothing which conflicts necessarily, or even probably, with the statement on the tablet—"in this Mansion—the Suffolk Resolves were passed." We have the clearest evidence as to the possibility that the house in which the Resolves were passed was moved to the present location of the Suffolk Resolves House, and stands there today as the true Suffolk Resolves House. We have also shown certain circumstantial evidence indicating the probability that such is the case, but the strongest evidence remains yet to be considered, viz.:—*The evidence from tradition and from what occurred at the Centennial Meeting, September 9, 1874, celebrating the adoption of the Suffolk Resolves in 1774.*

This evidence Miss Martin seems to have ignored. In her article of January 26, 1924 (Milton Record) she says,

"On page 150, Milton History, is the following statement: 'The old house was removed and enlarged, and now stands next to the Milton depot, memorable as

the building in which the Suffolk Resolves were passed."

"This statement of 1887 and the earlier statement carved on the tablet shortly before 1874 seem to be the sole basis for the more or less prevalent view that the house now standing was the old Daniel Vose house."

Instead of these two statements being the sole basis for the more or less prevalent view, those statements themselves are circumstantial evidence of the existence at the time of such statement of a firmly established tradition of the truth of the statement. However distrustful any unfriendly person might be as to the statement of Mr. Nathaniel Safford, the owner of the premises, when he caused the tablet to be put up on that house, he was so well versed in affairs and was so widely known, that to erect on his premises a tablet containing false statements thereon, would have been incredibly foolish.

As Miss Martin herself says,

"When the present building was first hailed as the historic spot, there were men living who must have known the facts."
(Milton Record, Dec. 14, 1912.)

Of course Mr. Safford realized that such was the fact; and if he had had any good reason to doubt the truth of the inscription upon the tablet, he never would have dared, while so many men who knew the facts were still living, to have placed that inscription upon the house. The strength of the position upon this matter, however, does not by any means rest upon Mr. Safford's statement upon the tablet. Mr. W. L. W. Field, Head Master of the Milton Academy, in an article published in the Milton Record, Feb. 9, 1924, shows the tradition as it existed for generations in the Vose-Holbrook-Harris family, viz.; that the so called Suffolk Resolves House is the veritable house in which the Suffolk Resolves were passed. He speaks especially of Miss Elizabeth Harris, a member of the family, now living at a great old age. Of her he says,

"Miss Elizabeth Harris, his daughter, deposited with me many years ago various family memoranda dealing with the residence of the Harris family in Milton, and containing frequent

allusions to the house in which they had lived, as the house in which the Suffolk Resolves were adopted. Miss Harris, herself, spoke to me about the matter at the time when the identification of the house as the place of the famous meeting was first questioned, and assured me that from her earliest childhood her parents had told her that this house was the Suffolk Resolves House, and that many a time they had pointed out to her the room in which the Resolves were adopted.

Here is evidence of the existence, long preceding the erection of the tablet, of the tradition corresponding with the statement on the tablet.

Mr. Alexander Hobbs has made a statement of his recollection in the matter.

He was born in 1841 in New Brunswick, and came to Milton in 1859. For many years he occupied a portion of the building under discussion, carrying on a jewelry business there. Concerning the premises he says:

"During the life of Mr. Nathaniel F. Safford, I went to him several times, to see if he would lease me, for my store purposes, the building now known as the Suffolk Resolves Building,—the building on which is erected the Suffolk Resolves tablet. In talking the matter over with him, I stated that I desired to make another doorway into the large room on the ground floor, and also to put in a large new plate glass window, for the purpose of making an attractive window display of my jewelry stock. I quickly found that I could make no headway with him, as he said it would be sacrilege to let that building be used for business purposes, and stated there and then that that was the building where the Suffolk Resolves had been signed, and that he could not afford to allow it to be used for commercial purposes, and would not think under any circumstances of allowing a doorway to be cut through and a modern store window to be placed in that historic building. I tried him more than once on that subject,

going for that purpose, to see him at his home, which is still standing, on Morton Road, but as I have already said, I could get no lease from him for my purposes.

"At the time that I went to see him, he had reserved the large front room on the north side of the building, as an office for himself, although his principal office was in Boston. He always kept a desk, safe and other office furniture there, but I do not remember that he ever let this particular room, (which he said was the room where the Suffolk Resolves were signed,) to anybody else, or for any other purpose. The rest of the house he let for the purpose of residence."

Mr. Hobbs also shows that the tradition which, according to Miss Martin, arose after the Centennial Meeting in 1874, existed in Milton years before that time.

He says,

"From the time I first came to Milton, right along, whenever the matter was spoken of, it was understood by everybody, so far as I know, that that house had been originally placed further up Adams Street, on, or next to the corner of Adams Street and Wharf Street, but that the necessities of Daniel Vose's growing business had caused him to remove what is now called the Suffolk Resolves Building, and in its place to build a commercial building, more suited to the size and needs of his business.

"So far as I can recall, until I saw the comparatively recent articles, which I understood were written by Miss Vose and Miss Martin, in the Milton Record, I never had any question or doubt about the fact that the present building on Adams Street, to which the Suffolk Resolves Tablet is now affixed, was the original building in which the Suffolk Resolves were passed and signed."

He also remembers attending the Centennial Meeting held in that house in 1874. Of it he says,

"I well remember the meeting at that building in celebration of

the centennial anniversary of the signing of the Suffolk Resolves. Mr. Safford (Sr.) invited his friends generally to come there upon that occasion. The Tablet at present upon the house had already been placed there. I do not remember how long it had been there, but I have the impression that he had had it placed there in anticipation of the coming event of the Centennial Celebration. The records show that this was on Sept. 9, 1874. The house was decorated somewhat, several speeches were made, and Mr. Safford, Sr. explained to those present, that this was the house in which the Suffolk Resolves were passed."

Here then we have direct evidence of the existence half a century ago of the then tradition that the house in dispute was the identical house in which the Suffolk Resolves were passed.

The Centennial Celebration, Sept. 9, 1874

It remains to consider the Centennial Celebration on September 9, 1874, of the passing of the Suffolk Resolves, and the necessary and probable implications from what occurred there.

The place of the celebration was the house involved in the present discussion. It was then, as it is now, marked by the conspicuous marble tablet, as the house in which the act celebrated took place.

Bearing this in mind, note who were there taking part in the celebration.

The meeting was presided over by Henry L. Pierce.

His brother, Edward L. Pierce, gave point to the meeting, reading to the assembled company the Suffolk Resolves,—reading those Resolves in a house decorated for the occasion, as Mr. Hobbs has said, and labelled in marble as the mansion in which the Resolves were passed.

James M. Robbins made an address at that meeting.

Nathaniel F. Safford, of course, was present and spoke.

Edward L. Pierce not only read the Resolutions, but before the meeting adjourned he offered a motion, which was passed,

"That a copy of the proceedings of the Meeting be sent by the Sec-

retary to the Massachusetts Historical Society, and also a copy be deposited with the Clerk of the Town of Milton."

Mr. Huntoon of Stoughton was also present and made a speech.

Edmund J. Baker also made a speech.

Miss Martin claims to have shown that the house where the Suffolk Resolves were passed had been destroyed by fire in 1861.

If this were true, is it thinkable that these men named above,—who participated in the Centennial Celebration, in the house labelled as the identical house where the celebrated Resolves were passed,—would have stood forth there, conscious, as they must have been, that by their action they were helping to impose and perpetuate an unpardonable deception?

Miss Martin, herself, has stated in substance, that there must have been living then persons who knew the truth.

It is not too much to say, that these men named above—some, or all of them,—must have known people of the preceding generation, who had heard and who knew the truth of the statement on the tablet.

The lack of evidence to support the truth of the inscription has been commented upon. But here is evidence of a high order. It is, in effect, just the kind of evidence which Miss Martin says should exist. We do not envy the state of mind of any citizen of Milton who can believe that the men named above were either so ignorant as to have been lead to believe, without proper evidence upon the subject, in the truth of the inscription, or were so unspeakably base and contemptible as, by their actions upon this great occasion, to testify falsely.

The value of this evidence can, and if desirable, should be enlarged upon; but the significance of the evidence is so obvious, that in effect it attested for all time, to the reasonable-minded, that the house in question was, and is, the veritable house in which the Suffolk Resolves were passed. To go farther afield for support for this conclusion is to encounter an anti-climax; but it seems to me that justice to Dr. Teele and his History of Milton requires something further at this point.

The identification of the house in Teele's History of Milton

It may be readily inferred that Miss Martin has all along, during the time of her published writings upon this subject, been aware of the statement already quoted from Teele's History of Milton, Page No. 150, thus

"The old house was removed and enlarged, and now stands next to the Milton depot, memorable as the building in which the 'Suffolk Resolves' were passed Sept. 9, 1774."

If we remember rightly, her earlier papers do not even mention this fact. In her writing it seems to have been intimated, as a matter of wonderment, how anybody could have suggested, or started the rumor, that the house in question was the real Suffolk Resolves House. We do not find justification for this treatment of Teele's History. Nobody would have been more ready than Dr. Teele himself to have admitted errors and inaccuracies. Indeed, he does this in the Preface to his history, where he speaks of it as "these imperfect annals." But if, as may be admitted, there are errors in this history, what was stated by a great philosopher may still be applied to them,

"There is a soul of truth in all error."

For instance, in the paragraph from which the above extract is quoted, is found the statement that the building was burned in 1860. More definite evidence shows it was burned in January, 1861. The "soul of truth" in the error is that *the building was burned*, and this occurred in, or somewhere near the date mentioned,—1860. The statements in the paragraph in which we are more particularly interested at this time, are first, as to the identity of the building; second, that the building was removed and enlarged, and third, that Dr. Holbrook occupied the old house before its removal, and also, for a time, this house in its present location. Dr. Teele gives no evidence in support of these statements. He merely makes the statements. But in his Preface, he does give some explanation as to how these, and other similar statements, were arrived at. In his preface he says:

"The sources from which early facts and essential information have been derived can hardly be enumerated; chief among them are the following: Town Records; State Archives; Massachusetts Historical Society; New England Historic Genealogical Society; early files of Boston newspapers at the Boston Athenaeum. We are greatly indebted to many citizens of Milton for useful suggestions and practical help. Even non-residents and strangers have courteously responded to applications for information."

"The blank forms for genealogical records, left with every family four years ago, have been returned in many cases, and make up a rich collection of genealogical matter, too voluminous for our annals, but furnishing data and facts used all through these pages."

(The italics are ours.)

One further point. We have noted that James M. Robbins was one of those, who by their acts at the Centennial Meeting attested the truth of the inscription on the tablet, identifying the house in question as the true house of the Suffolk Resolves.

Dr. Teele in his Preface also notes that James M. Robbins was one of the committee for procuring, writing and publishing the History of the Town. On the first page of the Preface we find the following:

"To bring together the material thus scattered, and to collate from contemporaneous history the matter that ought to pass on to those who follow us, has been the work of the committee selected by the town."

"While engaged in this work, their associate, Hon. James M. Robbins, who was versed above others in the early history of the town, was removed by death. Before the prostration of his powers, the first nine chapters of our history, then written, were in his possession for three months, and received his careful examination and approval. He also furnished the committee with valuable notes, memoranda, and statistical information not found in his bi-centennial address; and his ex-

ecutors have kindly placed in our hands all Milton documents falling into their custody at his decease. But, for all this, it is fully believed that the unwritten history lost by his death far exceeds in value what he has written."

(The italics are ours.)

Finally, so far as Teele's History is concerned, it should be noted, as quoted above, that the first nine chapters of that history were in the possession of Mr. Robbins for three months and "received his careful examination and approval." What has been quoted above from page 150 is in Chapter V. The attestation of the veracity of the tablet identification of the house was the attestation of Mr. Robbins, as well as of Dr. Teele. Mr. Robbins, like Dr. Teele, may have been in error upon certain small points, but the passing of the Suffolk Resolves was the greatest event that has ever occurred in the history of the town of Milton and must have been in his mind when he read and approved the statement on page 150 of the history.* [See footnote.] What we have quoted from the Preface shows that both Dr. Teele and Mr. Robbins had extensive data for their statements,—data, however, which nobody deemed it necessary to set forth in the History to prove what was then known to be an already accepted and well attested historical tradition. To spend time and labor to prove what practically everybody believed would have been a work of supererogation.

Moreover we have shown that Mr. Robbins was one, (probably the principal one,) of those who by their active participation in the Centennial Celebration in 1874 had attested the truth of the inscription: "In this mansion . . . the Suffolk Resolves were adopted."

* "The old house was removed and enlarged, and now stands next to the Milton Depot, memorable as the building in which the Suffolk Resolves were passed Sept. 9, 1774."

Brief General Summary

In opposition to the movement recently made to secure and permanently preserve as an historic relic the Suf-

folk Resolves House, Miss Martin appealed to the Public, by means of *The Milton Record* (Nov. 17th, 1923), referring to a paper written by Miss Vose and herself, published Dec. 14th, 1912.

Her conclusion was, in effect, that the real Suffolk Resolves House was destroyed by fire Jan. 15th, 1861.

In a later article she asserted, in effect, that she had conclusive proof that the present so-called Suffolk Resolves House was not built until eleven years after the Resolves were adopted.

Of course, if the real Suffolk Resolves House was destroyed by fire, the present Suffolk Resolves House is a fake, and the inscription upon it,—“In this Mansion . . . the Suffolk Resolves were adopted” is untrue.

Also: if the present so-called Suffolk Resolves House was not built until after the Resolves were adopted, the inscription is untrue.

Miss Martin's high reputation for historical accuracy and ability justifies, if it does not require, an examination of the grounds for these claims thus publicly made by her.

But it is not required to examine the entire subject. Her claims and all her grounds therefor should receive full and due consideration; but when they are disposed of we are justified in ascertaining the situation prior to her attack (in 1912) and determining whether or not we should go behind that.

Before her attack in 1912 three major facts appear.

1. The inscription proclaiming the identity of the house has conspicuously marked its front for more than half a century.

2. On Sept. 9th, 1874, the centennial anniversary of the adoption of the Suffolk Resolves was celebrated in that house; and the men who participated,—leading men of Milton,—by their participation attested the truth of the inscription.

3. Teele's *History of Milton*, published in 1887, confirms (page 150) the truth of the inscription. It also goes further: it admits that the house is not now upon the very spot it occupied when the Resolves were adopted,

and states expressly that the house had been “removed” to its present location. The question at issue (is the inscription true or untrue?) is an historical question.

It is not a question of law or of science.

We have shown by authorities, old and new, that historical evidence necessarily differs from legal and scientific evidence; none the less, however, does it require knowledge of what is evidence and how it is to be applied.

In the foregoing examination the attempt has been made to keep fairly within the lines so marked out.

The conclusions reached are:

1st. That the evidence adduced by Miss Martin fails to prove that the present so-called Suffolk Resolves House was built after the Suffolk Resolves were adopted. At most it shows only that Dr. Holbrook may have built the cellar and three months later may have put in one chimney.

But her evidence leaves it open to be shown from other sources that the real Suffolk Resolves House was removed from its original to its present location.

2d. That the evidence adduced by Miss Martin fails to prove that the original Suffolk Resolves House was destroyed by fire.

The situation upon this point was confusing and her treatment was likewise confused.

There were in fact, two adjoining houses, one the store first built on the corner of Adams and Wharf Streets, and the other the residence built by Daniel Vose upon his wife's land.

We show that Miss Martin, although realizing these two properties as separate, treats them as one; saying—“In the enlarged building, in all probability, the Suffolk Convention met, and passed the famous Suffolk Resolves.”

We have shown that the composite building burned in 1861 was, in important respects, different from either and both of the original buildings erected—one on the corner in 1763, and the other adjacent thereto in 1773. There had been, upon one or more oc-

casions, a removal or removals, reconstructions, and alterations or replacements, in whole or in part; but when, where, or by whom is without evidence, except that relating to the Holbrook episode.

Above this dearth of detailed evidence, we have shown the attestation at the Centennial Celebration in 1874, confirmed and amplified by Teele and Robbins in the *History of Milton* in 1887.

We have shown that Teele and Robbins had copious data which may have, and presumptively had given them the details which justified both the attestation and the later historical statement.

Under the principles of historical evidence, these major facts render unnecessary any attempt, in this discussion, to show the time or times and the change or changes of construction upon the original location after the removal of the disputed house to its present location.

For it remains that,—under and guided by these principles,—taking into consideration all the evidence adduced by Miss Martin and Miss Vose and obtained also from other sources,—it is sufficiently established that the house which has been the subject of this discussion had been removed from its original to its present location, and is entitled to be held and honored, now and hereafter, as the true Suffolk Resolves House.

Lauriston L. Scaife

Appendix

A modern book entitled “*Historical Evidence*,” by H. B. George,* contains suggestive material upon the treatment of subjects like the present. From it we beg to quote the following:

“Everything conveying information is evidence: Law, Science, History.

Law, its business being to settle disputes, lays down rules.

Science and History, seeking to ascertain truth, can accept any testimony, *quantum valeat* “[for what it may be worth] and former tentative judgments.”

[Note: Such judgments are only “tentative,”—they cannot be conclusive.]

“*Sources of Historical Information.*”

1. Direct-actual narratives, documents not narrative.

2. Indirect.”

See page 5.

* Published—“Oxford at the Clarendon Press, 1909.”

Although the author holds, as above, that everything conveying information is evidence, he also holds that “No intelligent appreciation of history, and a fortiori no investigation of an historical question is possible without some grasp of the principles of evidence.”

Same:—Page 12.

* * * * *

“In fact, every man, who is not totally indifferent to current events, does practice for himself daily, in a haphazard way, what the historian does methodically. He reads in the newspapers eyewitness narratives are believed by the writers to be correct, except in the comparatively rare instances where things are misrepresented, and even such misrepresentations are rather of the import than of the facts themselves.”

Same:—pp. 16-17.

* * * * *

At times “it becomes important to . . . take care that the evidence on which we found our inferences is correctly stated and rightly understood. And history is of all studies that in which it is most necessary to get a firm grasp of the principles of evidence,* because it is that in which . . . the largest use is made, and properly, indeed necessarily made, of inconclusive evidence.”

Same, page 18.

* See quotations from *The Port-Royal Logic*, *Milton Record*, Mar. 1, 1924, p. 9, column 2.

[COPY OF WILL OF DANIEL VOSE]
No. 19061

Norfolk Probate

In the name of God, Amen, the first day of December Anno Domini one thousand eight Hundred and Seven, I, Daniel Vose of Milton, in the County of Norfolk and Commonwealth of Massachusetts, Esquire, being weak and infirm of Body, but of sound and perfect memory, Praises be Almighty God for the same, knowing the uncer-

tainty of the present Life, and being desirous to settle that outward estate the Lord hath lent me, do make and ordain this my last will and testament, in manner and form following (that is to say) first and principally, I recommend my Soul, into the hands of Almighty God my Creator, hoping to receive full pardon and remission of all my sins, and salvation through the merits of Jesus Christ my redeemer, and my Body to the earth to be buried in such decent manner, as my Executor hereafter named shall think proper, and as touching such worldly estate as the Lord hath lent me, my meaning and will is, the same shall be employed and bestowed as hereafter in and by this my will is exprest, Imprs. I do hereby revoke, renounce, and make void all wills by me formerly made, and declare and appoint this my last will and testament. Item. I will that all the debts that I justly owe to any manner of Person, or Persons whatsoever, shall be well and truly paid, or ordained to be paid in convenient time after my decease, by my Executor hereafter named. Item. I give and bequeath unto my son Daniel Thomas Vose, my store and Land situated on Codman's Wharf in Boston, also one half of my Paper Mill with one half the Land on which said Mill stands, and one half of the Land adjoining the same, situated below the bridge in Milton, on Condition that he gives my Granddaughter Clarissa Holbrook, a deed of his house and land now occupied by Henry Maurice Lisle, attor-

ney at Law, situated between my Mansion House, and my Daughter's Store. Item. I give unto my Daughter Elizabeth Baker the other half of my Paper Mill, with one half of the Land under and adjoining the same, as described above. Item. I give unto my dear wife Rachel Vose, the rest of my Estate both real and personal, to be improved by her during her natural life, and my will is that at the decease of my dear wife, that my whole remaining Estate, shall be equally divided between my children and their heirs, and my Granddaughter Clarissa Holbrook, but if my Granddaughter Clarissa Holbrook, shall die without leaving any children of her body lawfully begotten, then her share in my Estate shall return to my Son and Daughter and their heirs. Item. I do hereby nominate constitute and appoint my son Daniel Thomas Vose the sole executor of this my last will and testament

.....
In witness whereof I the said Daniel Vose have hereunto set my hand and seal the day and year above written. Signed, Sealed, and what is contained in these two Pages was published by the above named Daniel Vose as his last will and testament in the presence of each and all of us.

Daniel Vose
(signed)

Elijah Vose (signed)
Jacob Gill (signed)
Sam'l K. Glover (signed)

(Proved Jan'y 5, 1808)