

# Memorandum

Date: May 13, 2004  
To: Jim Nagle  
From: Parish Lentz  
Re: Deed Restrictions on Lloyd Avenue Campus of Moses  
Brown School

The original deed from Moses Brown (the individual) to certain trustees which was recorded in the Providence Land Records April 24, 1819 grants the property “In trust and to their successors and assigns forever to have and to hold and for the intentions and purpose of the aforesaid People, Friends or Quakers of the Yearly Meeting for New England to erect suitable buildings thereon for a School House or Houses for the purpose of instruction in guarded education of the rising generations in a Boarding School or schools according to the original minutes of the intentions of the said Yearly Meeting and hereafter set forth for the most effectual government thereof by the grantor and grantees herein expressed.” This deed further recites: “It being always hereafter to be understood that the whole of the said granted premises is and are to be at the sole disposal of the said meeting best in such manner that the said interest property, rents, profits, income and use is to be forever hereafter held and proved by the said meeting for the purpose of keeping up and maintaining a School or Schools for the education of the rising generation as aforesaid and is never at any time hereafter to be divested or applied to any other use or purpose whatsoever.”

The trustees then transferred the property to the newly incorporated (by act of Rhode Island Legislature) Yearly Meeting of Friends for New England by deed recorded August 15, 1828. This transfer was subject to the restrictions of the deed from Moses Brown.

I personally reviewed these deeds in the Providence City Archives and have discussed the language with John Murphy who is the attorney who helped us on the title work for the bond issue. Although this is not a formal opinion, our initial conclusion is that the restrictions recited in these deeds limited the use of the property primarily and would not serve as an impediment to transferring it to a separate incorporated subsidiary of the New England Yearly Meeting of Friends. The deed from the trustees to the newly incorporated Yearly Meeting of Friends for New England conveys the property to the said “incorporated society of the Yearly Meeting of Friends for New England and to their successors forever”. The fact that the property was also transferred from the original trustees to the newly incorporated entity is also an indication that the restriction runs primarily to the use of the property as a school in the tradition of the Friends.

Please let me know if a formal opinion letter should be required.