

STATE OF RHODE ISLAND

NEWPORT, SC.

SUPERIOR COURT

(FILED: May 12, 2026)

CONGREGATION SHEARITH ISRAEL, :

Plaintiff, :

v. :

CONGREGATION JESHUAT ISRAEL, :

Defendant, :

and :

C.A. No. NC-2025-0216

JAMES DIOSSA, in his official capacity as General Treasurer of the State of Rhode Island; CHARLES M. HOLDER, LYNN UNDERWOOD CEGLIE, XAYKHAM KHAMSYVORAVONG, JEANNE MARIE NAPOLITANO, STEPHANIE SMYTH, ELLEN PINNOCK, and DAVID CARLIN, III, in their official capacities as Members of the Newport City Council, :

Nominal Defendants. :

DECISION

TAFT-CARTER, J. Before the Court for decision are Congregation Shearith Israel’s (CSI) Motion for Partial Summary Judgment and Congregation Jeshuat Israel’s (CJI) Objection to CSI’s Motion for Partial Summary Judgment and Cross-Motion for Partial Summary Judgment. (Docket.) Jurisdiction is pursuant to Rule 56 of the Superior Court Rules of Civil Procedure and G.L. 1956 §§ 8-2-13 and 8-2-14.

I

Facts and Travel

The instant dispute between the parties is the latest in “a complex history that stretches back to the mid-eighteenth century[.]” *Congregation Shearith Israel v. Congregation Jeshuat Israel*, 333 A.3d 488, 489-90 (R.I. 2025). These motions seek a determination of the allocation and appropriation of the Abraham Touro Fund, G.L. 1956 § 35-9-1, and the Judah Touro Fund, § 35-9-2 (collectively, the Touro Funds).

In 1823, the Rhode Island General Assembly enacted the Abraham Touro Fund pursuant to a bequest to the Legislature of the State of Rhode Island from the last will and testament of Abraham Touro. The bequest reads as follows:

“I give ten thousand dollars (\$10,000) to the legislature of the state of Rhode Island for the purpose of supporting the Jewish synagogue in that state; in special trust to be appropriated to that object in such manner as the said legislature, together with the municipal authority of the town of Newport, may from time to time direct and appoint[.]”
Section 35-9-1 (preamble).

The State of Rhode Island accepted the legacy and trust. Section 35-9-1(1). Upon its enactment, the Abraham Touro Fund vested authority regarding the administration of the fund in Rhode Island’s general treasurer (the General Treasurer) and the Newport city council (the Newport Council). The General Treasurer is directed to invest the bequest and report on the state of the fund yearly. P.L. 1823, ch. 61, § 1. Furthermore, a duty is imposed on the Newport Council “to cause all repairs to be made upon [Touro Synagogue and the premises], which in their opinion may be necessary and proper” and “to recommend to the General Assembly such disposition of the profits of said fund, and such measures and provisions as in their opinion shall be best calculated to promote and fulfil the object and intention of the donor . . . in supporting and advancing said Jewish institution.” *Id.* at 62, §§ 2, 3. The Newport Council’s authority to make expenditures from the

funds were subject to approval by the General Assembly: “[A]ll accounts and charges for expenditures of every kind out of said fund shall be presented to the General Assembly, and if approved of by them shall be paid by the general treasurer upon their order[.]” *Id.* at 62 § 2. The statute also provided that “nothing in this act shall be construed to authorize said town-council, or any other persons whatever, in any manner . . . to interrupt the possession, control and management with which the proprietors of said synagogue and premises . . . may be invested.” *Id.* In 1834, the Abraham Touro Fund was amended to authorize the Newport Council to make expenditures directly from the fund “as may be necessary to keep said synagogue and the premises in complete repair[.]” P.L. 1834, June 66.

Almost fifty years later, in 1879, the General Assembly enacted the Judah Touro Fund in accordance with the provisions of the last will and testament of Judah Touro. *See* § 35-9-2. The statute provides that the Judah Touro Fund is “for the purpose of paying the salary of a reader or minister to officiate [at Touro Synagogue], and to endow the ministry of the same, as well as to keep in repair and embellish the Jewish cemetery in Newport” *Id.* It further provides that the City of Newport hold, oversee, and distribute the Judah Touro Fund. *Id.*

CJI was incorporated in the early 1880s and began worshiping in Touro Synagogue around that time. Mem. of Law in Supp. of Def. CJI’s Obj. to Pl. CSI’s Mot. for Partial Summ. J. and CJI’s Cross-Mot. for Partial Summ. J. (CJI’s Mem.), Ex. 1; Aff. of Michael J. Pimental (Pimental Aff.) ¶ 2.

Conflict arose between CSI and CJI in the early 1900s regarding each congregation’s interest in Touro Synagogue, which dispute they elected to settle in 1903. *See Congregation Shearith Israel*, 333 A.3d at 490. “CJI accepted ‘without qualification’ the CSI trustees’ title to the Touro Synagogue land, building, and fixtures.” *Congregation Jeshuat Israel v. Congregation*

Shearith Israel, 866 F.3d 53, 59 (1st Cir. 2017). In 1903, CSI agreed to lease the premises to CJI for five years for an annual rent of one dollar. *Id.* Five years later, the congregations entered into a second five-year lease. *Congregation Shearith Israel*, 333 A.3d at 490; CSI Mem. in Supp. of Mot. for Partial Summ. J. (CSI’s Mem.), Ex. 4. In 1913, the second lease expired, and the parties did not agree to another lease; however, CJI continued to hold services in Touro Synagogue. *Congregation Shearith Israel*, 333 A.3d at 490 (citing *Congregation Jeshuat Israel*, 866 F.3d at 55-56).

In 1914, the General Assembly again amended the statute relating to the Abraham Touro Fund. It authorized the General Treasurer to allocate five thousand dollars from the Abraham Touro Fund “towards the purchase of a parcel of land in the city of Newport and the construction of a building and other improvements thereon to be used in connection with [Touro Synagogue].” Section 35-9-1(6), as amended by P.L. 1914, ch. 1066, § 1. The 1914 amendment also commanded

“title to the said premises and the improvements thereon shall be vested in five trustees, consisting of the [G]eneral [T]reasurer . . . , the mayor of the city of Newport, and three other persons to be selected by [CJI], a religious and educational corporation created under the laws of the State of Rhode Island, and now worshipping in said synagogue.” P.L. 1914, ch. 1066, § 2.

The five trustees holding title to those premises are subject to the approval of this Superior Court and are commanded to “hold the said premises for all time hereafter in accordance with the provisions, objects and purposes expressed in the said last will and testament of said Abraham Touro[.]” *Id.* § 3.

The Levi Gale House was purchased on December 1, 1914 pursuant to authorization by the Rhode Island General Assembly. (CSI’s Mem., Ex. 10 (Levi Gale House Deed).) The deed provided that Max Levy, “in consideration of the sum of five thousand dollars . . . paid out of the

Abraham Touro Fund . . . and for one dollar and other valuable consideration . . . from the Congregation Jeshuat Israel,” conveyed the Levi Gale House unto

“Walter A. Read, in his . . . capacity [as General Treasurer], Patrick J. Boyle . . . in his capacity of Mayor of [Newport], Isaac Levy, Israel J. Josephson and Alexander S. Weiss . . . in their capacity of Trustees selected by the Congregation Jeshuat Israel (a religious and educational corporation created under the laws of said State and now worshipping in the Jewish Synagogue, known as ‘The Touro Synagogue’ in said Newport” *Id.* at 1.

According to the deed, the property was conveyed “in fee simple but in trust for the uses, objects and purposes and with all powers contemplated by the provisions of [Chapter 1066 of the Public Laws] and contemplated, expressed or referred to in the last will and testament of Abraham Touro, deceased.” *Id.* at 1-2. At the time of purchase it was located on the site of the present Florence Murray Courthouse in Newport. In 1926, it was condemned by the State of Rhode Island and later purchased by CJI and moved to its current location. *See Newport Restoration Foundation v. Zoning Board of Review of Newport*, Nos. NC920194, NC920199, NC920205, 1993 WL 853777, at *1 (R.I. Super. Jan. 28, 1993).

The General Assembly in 1929 again amended the statute relating to the Abraham Touro Fund to support the Levi Gale House—referred to in the statute as the “community building”—with funds from the Abraham Touro Fund. Section 35-9-1(2), as amended by P.L. 1929, ch. 1410, § 1. The Newport Council’s original duty to “cause all repairs to be made, which in their opinion shall be necessary and proper,” to Touro Synagogue was the first priority; “and thereafter, so far as funds may be available,” it was now the Newport Council’s duty “to apply the same toward the maintenance of that part of the synagogue premises known as the community building and to pay such other expenses as said city council may deem necessary and proper[.]” *Id.* The 1929 amendment also provided “that all said expenditures shall be first approved by [the board of

officers of CJI], worshipping in said synagogue, and by . . . the trustees selected by [CJI.]” *Id.* In 1971, the requirement for approval of expenditures by the “board of officers” of CJI was replaced with approval by specific officers of CJI, namely “the president or vice president and by the secretary or treasurer of the board of officers of [CJI], worshipping in said synagogue, and by any one (1) of the trustees selected by said congregation under the provisions of § 7 of this act[.]” Section 35-9-1(2), as amended by P.L. 1971, ch. 292, § 1.

The most recent amendment to the statute relating to the Abraham Touro Fund occurred in 1995. This amendment added § 10, which reads, in relevant part:

“Notwithstanding any provision of chapter 9 of title 35 to the contrary, . . . the president or vice president and the secretary or the treasurer of the board of officers of [CJI] worshipping in said synagogue are hereby authorized from time to time, as occasion may require, to draw on the [G]eneral [T]reasurer . . . an amount . . . to pay for expenditures authorized by said Congregation in conformance with its charter and bylaws, without the necessity of first obtaining the approval of the city council of Newport. The aforementioned officers of the Congregation shall annually make a detailed report of said expenditures to the city council of Newport.” Section 35-9-1(10), as amended by P.L. 1995, ch. 204, § 1.

“Eventually, [CSI] decided that it would evict [CJI] from Touro Synagogue[.]” *Congregation Shearith Israel*, 333 A.3d at 491. Notably, the First Circuit held, in a separate action adjudicating the parties’ rights to the Synagogue and religious paraphernalia, that CSI was the fee owner of Touro Synagogue, including the building, appurtenances, fixtures, and land and that CJI’s interest in Touro Synagogue was solely that of a holdover lessee. *Congregation Jeshuat Israel*, 866 F.3d at 61-62. The Rhode Island Supreme Court ultimately affirmed an eviction judgment, upholding CSI’s “right to take immediate possession of the premises together with the appurtenances and paraphernalia belonging thereto[.]” *Congregation Shearith Israel*, 333 A.3d at 498 (internal quotation marks, brackets, and deletions omitted). Following the eviction, CJI began

holding regular worship services in the Levi Gale House. (Pimental Aff. ¶ 4.) On May 1, 2025, CSI initiated this action against CJI. (Compl. 1.)

CSI maintains that it conducted inspections of the Synagogue to determine the condition of the structure and inventory the Synagogue's appurtenances and paraphernalia, and it alleges that these inspections revealed a failure by CJI to maintain and repair the Synagogue during its possession. *Id.* ¶¶ 31-32. CSI further alleges that CJI breached its obligation to use disbursements from the Touro Funds to maintain and repair the Synagogue and Cemetery, and that CJI wrongfully removed or failed to account for certain appurtenances and paraphernalia owned by CSI as owner of the Synagogue. *Id.*

In this action, CSI seeks an equitable accounting relating to the Touro Funds (Count I), and it alleges breach of trust (Count II), breach of lease (Count IV), conversion (Count V), injurious falsehood (Count VII), and trademark infringement (Count VIII). *Id.* ¶¶ 30-36. CSI also seeks declaratory relief (Counts III and VI).

On July 10, 2025, CSI filed the instant motion for partial summary judgment with respect to Counts III and VI. (Docket.) On September 5, 2025, CJI objected to that motion and filed a cross-motion for partial summary judgment with respect to Counts I, II, and III of CSI's Complaint. *Id.* CSI objected to CJI's cross-motion and replied in support of its own motion on September 19, 2025. *Id.* CJI replied in support of its cross-motion for summary judgment on October 17, 2025. *Id.* Defendant Diossa, in his capacity as General Treasurer, has not submitted any filings in relation to these motions. *See id.* The members of the Newport Council "admit that the City of Newport is presently the trustee or custodian of the Judah Touro Ministerial and Cemetery Fund from which disbursements in the past have been made to [CJI] but deny any liability or breach of fiduciary

duties relating to the same.” (Answer of Members of the Newport City Council (Council Answer 2.)

II

Standard of Review

“A motion for summary judgment is designed to decide in an expeditious fashion cases presenting groundless claims.” *Town of Exeter by and through Marusak v. State*, 226 A.3d 696, 700 (R.I. 2020) (quoting *Hexagon Holdings, Inc. v. Carlisle Syntec Incorporated*, 199 A.3d 1034, 1038 (R.I. 2019)) (further internal quotation omitted). However, “summary judgment is a drastic remedy, and a motion for summary judgment should be dealt with cautiously.” *Cruz v. DaimlerChrysler Motors Corp.*, 66 A.3d 446, 451 (R.I. 2013) (quoting *DeMaio v. Ciccone*, 59 A.3d 125, 129 (R.I. 2013)). “Summary judgment is appropriate when no genuine issue of material fact is evident from the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, and the motion justice finds that the moving party is entitled to prevail as a matter of law.” *Swain v. Estate of Tyre ex rel. Reilly*, 57 A.3d 283, 288 (R.I. 2012) (quoting *Beacon Mutual Insurance Co. v. Spino Brothers, Inc.*, 11 A.3d 645, 648 (R.I. 2011)) (further internal quotation omitted); see Super. R. Civ. P. 56. “In deciding a motion for summary judgment, [a] [c]ourt views the evidence in the light most favorable to the nonmoving party.” *Mruk v. Mortgage Electronic Registration Systems Inc.*, 82 A.3d 527, 532 (R.I. 2013); see *Beauregard v. Gouin*, 66 A.3d 489 (R.I. 2013).

The moving party “bears the initial burden of establishing the absence of a genuine issue of fact.” *McGovern v. Bank of America, N.A.*, 91 A.3d 853, 858 (R.I. 2014) (internal quotation omitted). The burden then shifts to the “nonmoving party [who] bears the burden of proving by competent evidence the existence of a disputed issue of material fact and cannot rest upon mere

allegations or denials in the pleadings, mere conclusions or mere legal opinions.” *Mruk*, 82 A.3d at 532 (internal quotation omitted). “[C]ompetent evidence’ . . . is generally presented on summary judgment in the form of . . . depositions, answers to interrogatories, . . . admissions on file, . . . [and] affidavits[.]” *Flynn v. Nickerson Community Center*, 177 A.3d 468, 476 (R.I. 2018) (quoting *Leone v. Mortgage Electronic Registration Systems*, 101 A.3d 869, 872, 874 (R.I. 2014)).

III

Analysis

In its motion for partial summary judgment, CSI seeks declarations that “(i) CJI is not entitled to receive the Touro funds, (ii) [CSI] is entitled to receive the Touro funds going forward, and (iii) the General Treasurer and the Newport city council must disperse the Touro funds to [CSI] for as long as it owns the Touro Synagogue for use in compliance with the bequests of the Touro brothers.” (Compl. ¶ 166.)

CSI also seeks declarations that “(i) the Cemetery, 85 Touro Street, and other real and personal property are appurtenant and associated to Touro Synagogue, (ii) [CSI] is the owner of all property appurtenant and associated to Touro Synagogue including, without limitation, the Cemetery and 85 Touro Street, [and] (iii) CJI has no interest in Touro Synagogue’s appurtenances and paraphernalia and legally appurtenant property including, without limitation, the Cemetery and 85 Touro Street.” *Id.* ¶ 180.

CJI filed its cross-motion for summary judgment with respect to Counts I (Equitable Accounting), II (Breach of Trust), and III (Declaratory Judgment) of CSI’s Complaint on grounds that CSI lacks standing to challenge the administration of the Touro Funds. (CJI’s Mem. 12-13.) As a threshold matter, this Court will first address the issue of whether CSI has standing to challenge the administration of the Touro Funds.

A

Standing

CJI maintains that CSI does not have standing to dispute the receipt and use or distribution of the Touro Funds as alleged in Counts I, II, and III of its Complaint because CSI has not suffered any injury in fact. *Id.* at 15-16. Furthermore, according to CJI, neither the Abraham Touro Fund Statute nor the Judah Touro Fund Statute provides for a private right of action. *Id.* at 13.

1

Injury in Fact

It is well settled that “[a] party acquires standing either by suffering an injury in fact or as the beneficiary of express statutory authority granting standing.” *Tanner v. Town Council of Town of East Greenwich*, 880 A.2d 784, 792 (R.I. 2005). “Th[e] ‘injury in fact’ requirement has been described as ‘an invasion of a legally protected interest which is (a) concrete and particularized . . . and (b) actual or imminent, not ‘conjectural’ or ‘hypothetical.’” *Id.* at 792 n.5 (quoting *Ahlburn v. Clark*, 728 A.2d 449, 451 (R.I. 1999)). “‘The line is not between a substantial injury and an insubstantial injury. The line is between injury and no injury.’” *Apex Oil Co., Inc. v. State by and through Division of Taxation*, 297 A.3d 96, 110 (R.I. 2023) (quoting *Pontbriand v. Sundlun*, 699 A.2d 856, 862 (R.I. 1997)). “‘The part[y] bringing the action must demonstrate that [it has] a stake in the outcome that distinguishes [its] claims from the claims of the public at large.’” *Id.* (quoting *Benson v. McKee*, 273 A.3d 121, 129 (R.I. 2022)) (further internal quotation omitted). “[T]he essence of the question of standing is whether the party seeking relief has alleged such a personal stake in the outcome of the controversy as to ensure concrete adverseness that sharpens the presentation of the issues upon which the court depends for an illumination of the questions presented.” *Id.* (quoting *Narragansett Indian Tribe v. State*, 81 A.3d 1106, 1110 (R.I. 2014)).

In addition to injury in fact, standing requires causation and redressability. *Id.* “[T]he injury has to be fairly . . . trace[able] to the challenged action of the defendant, and not . . . th[e] result [of] the independent action of some third party not before the court.” *Id.* (quoting *Mruk*, 82 A.3d at 535). And “it must be likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision.” *Id.* (quoting *Mruk*, 82 A.3d at 535).

In Count I of its Complaint, CSI asserts that it “is entitled to a full, detailed, and complete accounting” of all monies CJI received from the Touro Funds as well as a showing of how CJI spent those funds. (Compl. ¶ 144.) In Count II, CSI claims that CJI breached its duty to use Touro Funds to benefit the Synagogue and has thus frustrated the purposes of the Touro brothers’ bequests. *Id.* ¶¶ 150-60. Count III seeks declarations that CJI is not entitled to receive the Touro Funds, that CSI is entitled to the funds, and that the General Treasurer and Newport Council must disperse the Touro Funds to CSI as it is the owner of the Synagogue. *Id.* ¶¶ 162-66.

A plaintiff’s allegation that a defendant’s actions have damaged its property, decreased its property’s value, or diminished its use and enjoyment of the property constitutes a particularized injury in fact sufficient to confer standing. *Key v. Brown University*, 163 A.3d 1162, 1170 (R.I. 2017) (citing *Town of Coventry v. Hickory Ridge Campground, Inc.*, 111 R.I. 716, 723, 306 A.2d 824, 828 (1973)). Our Supreme Court held in *Key v. Brown University* that the plaintiffs had alleged a particularized injury and thus had standing to seek declaratory relief. *Id.* In that case, Brown University renovated an athletic field that abutted the plaintiffs’ home in the Stimson Avenue Historic District. *Id.* at 1164. The plaintiffs alleged a violation of the Providence zoning ordinance and sought declaratory relief, among other remedies. *Id.* at 1166-68. The trial justice found that the plaintiffs did not have standing, but the Supreme Court reversed that finding. *Id.* at 1171. The Court explained that the plaintiffs suffered particularized injury as a result of the field’s

construction and subsequent use, “including physical damage to their home, a decrease in their home’s value, and a diminished use and enjoyment of their property.” *Id.* at 1170. The Court also reasoned that the plaintiffs had standing to seek declaratory relief because the alleged economic damages stemming from the construction constituted an injury in fact. *Id.* (citing *Rhode Island Ophthalmological Society v. Cannon*, 113 R.I. 16, 22, 317 A.2d 124, 128 (1974)).

CSI maintains that it has alleged a particularized injury in fact sufficient to establish standing. The Court agrees. First, CSI is the owner of Touro Synagogue. *Congregation Jeshuat Israel*, 866 F.3d at 61-62. Furthermore, based on the plain language of Abraham Touro’s will, Touro Synagogue is the beneficiary of the Abraham Touro Fund. Section 35-9-1 (preamble). Finally, CSI has alleged that the Synagogue is in need of several hundred thousand dollars of repairs because of CJI’s alleged misappropriation of the Touro Funds. Compl. ¶¶ 6, 7; Louis Solomon Aff. ¶ 9 (Docket). These allegations of physical damage to its property, coupled with the allegation that the property is the beneficiary of the Abraham Touro Fund, constitute an alleged injury in fact sufficient to confer standing upon CSI to assert its Counts I, II, and III.

This conclusion is buttressed by the plain language of the statute, as well as the fact that CSI’s interest is not shared by members of the public. The clear language of § 35-9-1(2) states that “nothing in this act shall be construed to authorize said city council or any other person whatever in any manner . . . to interrupt the possession, control and management with which the proprietors of said synagogue and premises . . . may be vested.” Section 35-9-1(2), as enacted by P.L. 1823, June 62 § 2. Furthermore, the Third Restatement of the Law on Trusts states that “[a] suit against a trustee of a private trust to enjoin or redress a breach of trust or otherwise to enforce the trust may be maintained only by a beneficiary or by a co-trustee, successor trustee, *or other person acting on behalf of one or more beneficiaries.*” Restatement (Third) *Trusts* § 94(1) (2012)

(emphasis added). CSI's interest is thus not shared by members of the public, including members of the Jewish community residing in Newport, because CSI is the proprietor and owner of the Synagogue and has therefore alleged a unique and particular injury. As proprietor of Touro Synagogue, CSI has standing to seek a declaration with respect to the interpretation of the Touro Fund statutes.

2

Private Right of Action

CJI also asserts that CSI does not have standing to maintain its Counts I, II, and III because neither § 35-9-1 nor § 35-9-2 provides for a private right of action. (CJI's Mem. 13.) CSI maintains that because it has demonstrated an injury in fact, CJI's argument concerning private rights of action does not raise standing issues. (CSI's Reply Mem. in Further Supp. of its Mot. for Partial Summ. J and in Opp'n to CJI's Cross-Mot. for Partial Summ. J. 9.)

In support of its argument, CJI relies on cases where the plaintiff sought monetary damages, which are inapposite here because Counts I, II, and III seek declaratory and injunctive relief. *See Bandoni v. State*, 715 A.2d 580, 585 (R.I. 1998) (holding that the Victim's Bill of Rights did not create a cause of action for damages); *Tarzia v. State*, 44 A.3d 1245, 1257-58 (R.I. 2012) (holding that statute governing sealing of records did not create a cause of action for damages); *Heritage Healthcare Services, Inc. v. Marques*, 14 A.3d 932, 939 (R.I. 2011) (holding that workers' compensation fund statute did not create a cause of action for damages); *Stebbins v. Wells*, 818 A.2d 711, 716 (R.I. 2003) ("[D]eclin[ing] to imply the existence of a private right of action in favor of buyers to sue for damages under [G.L. 1956 § 5-20.8-5]."); *Cummings v. Shorey*, 761 A.2d 680, 685 (R.I. 2000) (holding that tax assessment certification statute did not provide taxpayer with private right of action for damages); *Accent Store Design, Inc. v. Marathon House*,

Inc., 674 A.2d 1223, 1226 (R.I. 1996) (holding that public works bonding statute did not create private right of action for damages). In addition, CJI also relies on another distinguishable case. *See Great American E & S Insurance Co. v. End Zone Pub & Grill of Narragansett, Inc.*, 45 A.3d 571, 575 (R.I. 2012) (quoting G.L. 1956 § 27-9.1-1) (explaining that the Unfair Claims Settlement Practices Act “explicitly states that ‘[n]othing contained in [the act] shall be construed to create or imply a private cause of action for violation of [the act]’”). Lastly, CJI relies on cases where a statute provided a specific remedy, which are inapposite here because neither statute establishes means of legal redress for violations thereof. *See Pontbriand*, 699 A.2d at 868 (“In the case at bar we have already determined that a specific remedy exists for legal redress . . . [i]t is therefore unnecessary and inappropriate for this court to seek or find an implied right of action[.]”); *In re John*, 605 A.2d 486, 488 (R.I. 1992) (holding that parent may not petition for termination of noncustodial natural parent’s rights under G.L. 1956 § 15-7-7 because, *inter alia*, § 15-7-5 provides that remedy); *Citizens for Preservation of Waterman Lake v. Davis*, 420 A.2d 53, 57 (R.I. 1980) (holding that the Fresh Water Wetlands Act did not provide private right of action for injunctive relief because the act expressly vested all enforcement powers in the Department of Natural Resources director).

In any event, CSI here does not assert that it has standing pursuant to a statutory provision; instead, it maintains that it has suffered an injury in fact as the proprietor of Touro Synagogue, as discussed *supra*. Here, because suffering an injury in fact is sufficient to confer standing and CSI does not assert standing pursuant to a statutory right, this Court’s analysis of CSI’s standing to maintain its Counts I, II, and III is at an end. *See Tanner*, 880 A.2d at 792 (“A party acquires standing *either* by suffering an injury in fact *or* as the beneficiary of express statutory authority granting standing.”) (emphases added).

Accordingly, CJI’s motion for partial summary judgment is denied because CSI has standing to assert Counts I, II, and III.

B

Entitlements to the Abraham Touro Funds and the Judah Touro Funds

1

The Abraham Touro Funds

CSI argues that as owner of the Touro Synagogue it is entitled to receive the distributions from the Abraham Touro Fund based on the plain language of the statute. (CSI’s Mem. 8.) CJI, on the other hand, maintains that the Abraham Touro Fund designates CJI and not CSI as the proper recipient of disbursements from the Abraham Touro Fund. (CJI’s Mem. 22.)

“‘When the language of a statute is clear and unambiguous, [Rhode Island courts] must interpret the statute literally and must give the words of the statute their plain and ordinary meanings.’” *Montaquila v. Flagstar Bank, FSB*, 329 A.3d 490, 494 (R.I. 2025) (quoting *Newport and New Road, LLC v. Hazard*, 296 A.3d 92, 94 (R.I. 2023)). “‘Statutory construction begins with the plain text, and, where the statutory language provides a clear answer, it ends there as well.’” *In re Request for Advisory Opinion from House of Representatives (Coastal Resources Management Council)*, 961 A.2d 930, 935 (R.I. 2008) (quoting *Raila v. United States*, 355 F.3d 118, 120 (2d Cir. 2004)). “If, however, [this Court is] presented with an ambiguous statute—one that contains ‘a word or phrase . . . susceptible of more than one reasonable meaning[,]’—then ‘[it] will employ [the] well-established maxims of statutory construction in an effort to glean the intent of the Legislature.’” *Balmuth v. Dolce*, 182 A.3d 576, 580 (R.I. 2018) (first quoting *Drs. Pass and Bertherman, Inc. v. Neighborhood Health Plan of Rhode Island*, 31 A.3d 1263, 1269 (R.I. 2011); and then quoting *In re Proposed Town of New Shoreham Project*, 25 A.3d 482, 505 (R.I. 2011)).

Similarly, this Court’s “primary objective when construing language in a will or trust is to ascertain and effectuate the intent of the testator or settlor as long as that intent is not contrary to law.” *Lazarus v. Sherman*, 10 A.3d 456, 462 (R.I. 2011) (quoting *Steinhof v. Murphy*, 991 A.2d 1028, 1033 (R.I. 2010)). “In doing so, [this Court] initially examine[s] the will or trust’s plain language.” *Id.* (internal quotation omitted). “However, the language of a phrase ‘should be interpreted with reference to the whole trust’ or will.” *Id.* (quoting *Steinhof*, 991 A.2d at 1033). “Additionally, [the Rhode Island Supreme] Court has stated many times in effect that each will must be considered in the light of its particular language and the circumstances surrounding its making.” *Id.* (quoting *Rhode Island Hospital Trust Co. v. Thomas*, 73 R.I. 277, 281, 54 A.2d 432, 434 (1947)). Our Supreme Court “also adhere[s] to the principle that, when that intent can be determined from within the four corners of the will, resort to extrinsic evidence is unnecessary and improper, and the invocation of rules of construction is uncalled for.” *Id.* (quoting *Hayden v. Hayden*, 925 A.2d 947, 951 (R.I. 2007)). “[I]t is when the language under consideration is susceptible of being read as disclosing alternate or contrary intentions that the rules of construction properly may be invoked.” *Id.* (quoting *Steinhof*, 991 A.2d at 1033).

The Abraham Touro Fund provides two avenues for distributing funds for the benefit of Touro Synagogue. These avenues are set forth in G.L. 1956 §§ 35-9-1(2), (4), and (10). Taken together, §§ 2 and 4 of the Abraham Touro Statute provide that the Newport Council has a duty to “cause all repairs to be made, which in their opinions shall be necessary and proper” to Touro Synagogue. The Newport Council is authorized pursuant to § 4 of the Abraham Touro Statute to draw on the General Treasurer to pay for expenditures authorized under § 2. Section 35-9-1(4). Furthermore, § 2 imposes a duty on the Newport Council to cause those repairs. Section 35-9-1(2). The Newport Council’s expenditures “shall be first approved by [officers of CJI], worshiping in

said synagogue[.]” *Id.* These provisions, when read in harmony, authorize the Newport Council to accept distributions from the General Treasurer for the benefit of Touro Synagogue, subject to the approval of “officers of [and one trustee selected by] the Congregation Jeshuat Israel, worshipping in said synagogue[.]” *Id.*

The Abraham Touro Statute authorizes “officers of the Congregation Jeshuat Israel worshipping in said synagogue . . . to draw on the [G]eneral [T]reasurer . . . to pay for expenditures authorized by said Congregation in conformance with its charter and bylaws, without the necessity of first obtaining the approval of the city council of Newport.” Section 35-9-1(10). It is the clause “worshipping in said synagogue” that CSI argues imposes a condition to which CJI’s entitlements under the Abraham Touro Fund are subject.

The phrase “Congregation Jeshuat Israel, worshipping in said synagogue,” is used several times throughout the statute. The phrase is clearly ambiguous. The phrase may be reasonably interpreted either as describing the state of affairs at the time of the enactment or as a condition rendering CJI’s entitlements under the statute contingent upon its continued status as worshipping in Touro Synagogue. The canon against surplusage guides this Court’s resolution of this ambiguity. Pursuant to this canon, “[t]he Legislature is presumed to have intended each word or provision of a statute to express a significant meaning, and the Court will give effect to every word, clause, or sentence, whenever possible.” *Lang v. Municipal Employees’ Retirement System of Rhode Island*, 222 A.3d 912, 915 (R.I. 2019) (quoting *In re B.H.*, 194 A.3d 260, 264 (R.I. 2018)).

Applying this canon here, the Court observes that the statute, when referring to CJI by name, consistently includes the clause “worshipping in said synagogue.” Section 35-9-1(2), (7), and (10). To interpret this clause as a mere description would render it ineffective surplusage. If the General Assembly intended to confer entitlements upon CJI independent of whether it is

worshipping in Touro Synagogue, it could have simply omitted the clause. Instead, it included the clause each time it mentioned CJI. Accordingly, this Court concludes that the General Assembly intended that CJI, as the congregation worshipping in Touro Synagogue, be authorized to approve distributions from the Abraham Touro Fund upon application by the Newport Council in accordance with § 35-9-1(2) so long as it continues to worship in the Synagogue. Similarly, CJI would be authorized to seek funds pursuant to § 10 if it were “worshipping in said synagogue.” *See* § 35-9-1(10).

CJI argues that this Court should reject this interpretation because to adopt it would unlawfully read a condition into the statute that its drafters did not intend. Clearly, this Court cannot rewrite statutes. *See In re J.T.*, 252 A.3d 1276, 1281 (R.I. 2021). However, the case cited by CJI involved the rejection by a court to impose a condition into a statute that was not supported by the text of the statute. *Fitzgerald Truck Parts and Sales, LLC v. United States*, 132 F.4th 937, 946 (6th Cir. 2025). In that case, the Sixth Circuit rejected the argument that a federal statute contained a so-called “prior-ownership” condition because the statute nowhere indicated that prior ownership was a condition to the statute’s application. *Id.* The court explained that it would not read such a condition into the statute because “[c]ourts cannot add to statutes.” *Id.* (quoting *In re Mountain Glacier LLC*, 877 F.3d 246, 248 (6th Cir. 2017)). Here, this Court is not adding language to the statute, but reading it in accordance with a well-settled canon of construction.

It is undisputed that CJI is no longer worshipping in Touro Synagogue. (CJI’s Answer ¶ 163.) Therefore, its authorizations under the Abraham Touro Fund are now a nullity because the condition imposed by the General Assembly is unsatisfied. Accordingly, this Court grants CSI’s request for partial summary judgment seeking a declaration that CJI is not entitled to the Abraham Touro Funds.

However, the Court disagrees with CSI's assertion that it is entitled to distributions from the Abraham Touro Fund because it is the owner and proprietor of the Synagogue. Nowhere in the statute did the General Assembly ever authorize CSI to draw funds from the General Treasurer; rather, the Legislature authorized the Newport Council to draw on funds and make expenditures pursuant to §§ 35-9-1(2) and (4) and CJI pursuant to § 35-9-1(10). Thus, the Newport Council is the only entity authorized to draw on and expend funds for the benefit of the Synagogue pursuant to §§ 35-9-1(2) and (4). Accordingly, this Court denies CSI's request for partial summary judgment seeking a declaration that it is entitled to disbursements from the Abraham Touro Fund.

2

The Judah Touro Funds

CSI asserts that it should receive distributions from the Judah Touro Fund because it presently employs a rabbi to officiate services at Touro Synagogue and stands ready to perform the other purposes of the Judah Touro Fund, "as soon as CJI stops blocking [CSI's] attempts to do so[.]" (CSI's Mem. 9.) Judah Touro's bequest was "for the purpose of paying the salary of a reader or minister to officiate in [Touro Synagogue] . . . as well as to keep in repair and embellish the Jewish cemetery[.]" Section 35-9-2. Section 1 of the Judah Touro Fund statute states:

"The said city of Newport, by its city council, is hereby empowered to demand, recover and receipt for and take and hold [Judah Touro's bequest] . . . and to use and apply the same to and for the said trusts, with power to appoint and employ such officers and agents as may be needful or desirable for the care of [the bequest] and the proper performance of said trusts." Section 35-9-2(1).

Much like the Abraham Touro Fund statute, the Judah Touro Fund statute does not authorize CSI to receive distributions, even as owner and proprietor of the Synagogue. *See id.* Instead, the Judah Touro Fund "empower[s]" the Newport Council to "invest," "use," and "apply" the bequest, with power to "appoint and employ" officers and agents for the performance of the

trust duties. *Id.* Thus, a plain reading of the Judah Touro Fund indicates that the testator and Legislature authorized only the Newport Council and its duly appointed agents to draw on and expend its funds. Accordingly, the Court denies CSI's request for partial summary judgment seeking a declaration that it is entitled to disbursements from the Judah Touro Fund.

Additionally, the Court denies CSI's request for partial summary judgment seeking a declaration that CJI is not entitled to the Judah Touro Funds because the Newport Council is authorized to "appoint and employ" agents for "the proper performance of said trusts" and the Newport Council has denied any liability stemming from its disbursements of funds from the Judah Touro Ministerial and Cemetery Fund to CJI. (Council's Answer 2.)

C

The Levi Gale House

In its motion, CSI argues that the Levi Gale House is trust property to be used in connection with the Synagogue and CJI has no claim to that property. (CSI's Mem. 16.)

In 1914, the General Assembly amended the Abraham Touro Fund statute and authorized the General Treasurer to spend five thousand dollars out of the Abraham Touro Fund "towards the purchase of a parcel of land in the city of Newport and the construction of a building and other improvements thereon to be used in connection with [Touro Synagogue]." Section 35-9-1(6), as amended by P.L. 1914, ch. 1066, § 1. The 1914 amendment vested title to the premises in five trustees: the General Treasurer, the mayor of Newport, and three other persons to be selected by CJI, now "worshiping in said synagogue." *Id.* § 2. The five trustees were commanded to "hold the said premises for all time hereafter in accordance with the provisions, objects and purposes expressed in the said last will and testament of said Abraham Touro[.]" *Id.* § 8.

The Levi Gale House Deed recites the language of the 1914 amendment and purports to convey 85 Touro Street to five trustees as described in the statute. “Whenever possible, the terms of a deed are construed according to their plain meaning.” *Sakonnet Point Marina Association, Inc. v. Bluff Head Corp.*, 798 A.2d 439, 442 (R.I. 2002). “When interpreting a deed, this Court will consider all of the facts and circumstances existing at the time of its execution and effect will be given to the intention of the parties whenever that intent can be ascertained.” *Carpenter v. Hanslin*, 900 A.2d 1136, 1147 (R.I. 2006) (internal quotation omitted). The plain meaning of the terms of the deed, coupled with the command of the 1914 amendment that the property purchased be held in trust, support the inference that the Levi Gale House is trust property. In other words, this deed is competent evidence of ownership of the Levi Gale House and is sufficient to shift the burden to CJI to demonstrate the existence of a genuine issue of fact regarding the ownership of the Levi Gale House by introducing competent evidence.

CJI submitted a document to this Court, its exhibit 2, and argues that this document shows that “[t]he City’s assessor identifies [CJI] as the owner of the property at 85 Touro Street on which the Levi Gale House is situated.” (CJI’s Mem. 28, Ex. 2.) Indeed, there is a line of text within this document that reads: “Owner: Congregation Jeshuat Israel.” *Id.* CSI argues, however, that CJI’s exhibit 2 is not competent evidence because it has not been authenticated. (CSI’s Mem. 14.)

The Rhode Island Supreme Court “ha[s] cautioned litigants that ‘unauthenticated documents . . . are not usually ‘competent evidence’ worthy of consideration by the court in ruling on a motion for summary judgment. Documents typically must be properly authenticated in order to qualify as admissible evidence.’” *McGovern*, 91 A.3d at 860 (quoting *Superior Boiler Works, Inc. v. R.J. Sanders, Inc.*, 711 A.2d 628, 632 n.3 (R.I. 1998)). “Authentication is not a high hurdle to clear: Rule 901(a) [of the Rhode Island Rules of Evidence] (a) merely requires ‘evidence

sufficient to support a finding that the matter in question is what its proponent claims.” *Id.* (quoting R.I. R. Evid. 901(a)). “For summary-judgment purposes, the ‘task [of authentication] can be accomplished in the usual course by submitting an affidavit of a person with personal knowledge of the documents who can attest to their authenticity and qualify them as admissible evidence.’” *Id.* at 860-61 (quoting *Superior Boiler Works, Inc.*, 711 A.2d at 632 n.3).

Like the unauthenticated document the Court dealt with in *McGovern*, CJI’s exhibit 2 is not competent evidence for summary judgment purposes. CJI seems to argue that this document is a tax assessor’s report which indicates that CJI is the owner of 85 Touro Street and the property situated thereon, including the Levi Gale House. This Court has no reason to believe that this document is what CJI suggests that it is because it has not submitted an affidavit by a person with personal knowledge of the document who can attest to its authenticity. *See id.* Thus, although this Court takes “a flexible and pragmatic approach to Rule 901 by allowing ‘a document’s authenticity [to] be established in any number of different ways,’” *id.* (quoting *Rhode Island Managed Eye Care, Inc. v. Blue Cross & Blue Shield of Rhode Island*, 996 A.2d 684, 691 (R.I. 2010)), CJI has availed itself of none of those avenues of authentication. Thus, CJI’s exhibit 2 is not competent evidence for summary judgment purposes.

CJI also attempts to establish a genuine issue of fact as to the ownership of the Levi Gale House by pointing to language in a decision of this Superior Court from 1993, which stated in part that the Levi Gale House was purchased by CJI at some time during or after 1926. *Newport Restoration Foundation*, 1993 WL 853777, at *1. CJI asks this Court to take judicial notice of the decision’s statement that CJI purchased the Levi Gale House and thereby find a genuine issue of material fact as to the ownership of the Levi Gale House. The Court will not do so.

This Court should only take judicial notice of an adjudicative fact “not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.” R.I. R. Evid. 201(b). The ownership of this parcel of land is not generally known within this Court’s territorial jurisdiction. As noted, CSI has provided evidence in the form of the Levi Gale House Deed which is sufficient to shift the burden to CJI to put forward competent evidence to establish a genuine issue of fact. Thus, the statement of “fact” within the 1993 decision of this court is in fact not capable of ready determination because it contradicts the evidence offered by CSI. Additionally, the statement is not accompanied by any citation. Thus, this court’s 1993 decision is not competent evidence establishing a genuine issue as to the ownership of the Levi Gale House.

Finally, CJI directs this Court to copies of selected portions of a trial transcript for a trial conducted in the United States District Court for the District of Rhode Island between CJI and CSI for the purpose of establishing a genuine issue of fact as to the ownership of the Levi Gale House. Reply Mem. in Supp. of Def. CJI’s Cross-Mot. for Partial Summ. J. (CJI’s Reply Mem.) 17; Pimental Aff. Ex. 1; *see Congregation Jeshuat Israel v. Congregation Shearith Israel*, 186 F. Supp. 3d 158 (D.R.I. 2016). Assuming that this exhibit is properly authenticated, it nonetheless does not establish a genuine issue of fact. This Court has reviewed the exhibit and finds no assertions of fact that create a genuine issue of fact as to the ownership of the Levi Gale House. Accordingly, CJI has not presented any competent evidence on this issue.

Thus, the only competent evidence before this Court as to ownership of the Levi Gale House is the Levi Gale House Deed. Accordingly, this Court concludes that the Levi Gale House is trust property because it was purchased in accordance with the provisions of the Abraham Touro

Fund statute as evidenced by the plain language of the Levi Gale House Deed. Thus, CSI is not entitled to a declaration that it owns the Levi Gale House because the property is trust property as a matter of law: According to the statute, title to the property is vested in five trustees. Section 35-9-1(7).

However, CSI is not entitled to a declaration that CJI has no interest in the property because CJI's lack of ownership does not preclude it from enjoying some other interest in the Levi Gale House. For example, CJI is presently worshipping in the Levi Gale House, and nothing in the statute or the record precludes CJI from enjoying that use of the Levi Gale House so long as it is consistent with the testator's intentions. The plain language of Abraham Touro's will makes clear his intent not only to support Touro Synagogue, but also to support Jewish worship in Newport. *See* § 35-9-1 (preamble). On the record before it, this Court is unable to determine that CJI has no interest in the Levi Gale House. Accordingly, the Court denies CSI's request for partial summary judgment seeking a declaration that CJI has no interest in 85 Touro Street.

Finally, it is clear that the Cemetery is appurtenant to the Synagogue because section 2 of the Abraham Touro Fund uses that term: the Newport Council has the duty to repair "the walls enclosing the Jewish burying ground in Newport *appertaining* to the synagogue[.]" Section 35-9-1(2) (emphasis added). However, CSI requests other declarations which this Court cannot grant as a matter of law because the statute does not indicate by its plain language that the Levi Gale House or "other real and personal property" are appurtenant to the Synagogue. Therefore, the remainder of CSI's motion is denied.

IV

Conclusion

In summary, for the reasons set forth, CJI's motion for partial summary judgment is **DENIED**; CSI's motion for partial summary judgment is **GRANTED** as to Count III, part (i) insofar as it relates to the Abraham Touro Fund, but not as it relates to the Judah Touro Fund; and CSI's motion is **DENIED** as to Count VI. Counsel shall submit the appropriate order.



RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE: Congregation Shearith Israel v. Congregation Jeshuat Israel, et al.

CASE NO: NC-2025-0216

COURT: Newport County Superior Court

DATE DECISION FILED: May 12, 2026

JUSTICE/MAGISTRATE: Taft-Carter, J.

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