

September 18, 1957

Mr. Benjamin M. Pettengill  
Holley, New York

Dear Mr. Pettengill:

I trust that you will remember our correspondence in the spring of 1954 about the Deed which your church gave to the Convention covering its church and parsonage at Clarendon.

Since that time the Executive Board of the Convention has decided that it is in the best interests of all concerned to deed all such properties back to the local church with the provision, however, that in case the local society does not maintain Universalist services then the title to the property shall revert to the Convention. This seemed advisable for several reasons, one being so that the insurance can be more correctly carried by the local society in its own name, etc.

With this in mind I have prepared a Deed from the Convention to your Church as per the enclosed copy. Before having this executed by the Convention however, I would like to have the approval of your Church and I thought that you might be the one to contact in this respect.

Once I have such approval I will then have it executed by the Convention and recorded in the Orleans County Clerk's office without any expense to your Church.

Please let me hear from you when convenient.

Very truly yours,

DONALD W. BEEBE  
Treasurer

DWB:r  
Encl.

Holley, N.Y., Mar. 13, 1958.

R.F.D. 1

Mr Donald W. Beebe,  
373 Argonne Dr.,  
Kinnelon N.Y.

Dear Mr. Beebe:

Please accept my apologies for the delay in answering your letter.

The deed was discussed at our October parish meeting. At that time it was thought best to consult the original deed to see what would become of the land in case the property was used for any other purpose except religious purposes. We don't want it used for anything else. Also we shall be unable to keep the property in repairs to any great extent. This worries us. I think we shall be able to re-roof the church.

The church reopens May 4, (It has been closed for the winter) At that time we shall put the motion to a vote and will let you know immediately.

EARLE D. SMITH  
R. F. D. NO. 1  
HOLLEY, NEW YORK

Yours truly

Earle D. Smith,  
Chairman of Board

Holley, N.Y., May 12, 1958.

Mr Donald Beebe,  
373 Argonne Dr.,  
Kenmore, N.Y.

Dear Mr Beebe:

We had a parish meeting May 4, 1958.  
At this meeting a motion to accept  
title to the Clarendon Universalist Church  
was unanimously passed. Therefore you  
may proceed to transfer title to us.  
You may have the deed sent to me.

Yours truly,

Earle D. Smith.

Chairman of the Board  
of Trustees of the  
Clarendon Universalist  
Church.

EARLE D. SMITH  
R. F. D. NO. 1  
HOLLEY, NEW YORK

NEW YORK STATE CONVENTION OF UNIVERSALISTS

THE UNIVERSALIST CHURCH  
New York State

OFFICE OF TREASURER

May 23, 1958

OFFICERS

President

REV. DONALD B. F. HOYT, D.D.  
248 Rockingham Street  
Rochester 20

First Vice-President

MR. EDMUND W. PEASE  
7 West 87th Street, Apt. 3-C  
New York 24

Second Vice-President

REV. MYLES D. BLANCHARD  
42 N. Main Street  
Carthage

Treasurer

MR. DONALD W. BEEBE  
373 Argonne Drive  
Kenmore 23

Secretary-Superintendent

REV. HOWARD B. GILMAN  
2 Cotty Drive  
East Syracuse

Trustees

MRS. EDWIN K. HAAS  
3685 Monroe Avenue  
Pittsford

MRS. CHARLES DAVIS  
26 Rowley Street  
Gouverneur

MR. ASHLEY STRONG  
Schuyler Lake

MR. RAY E. HOMAN  
216 Hillcrest Manor  
Utica

MR. THEODORE C. MARTIN  
606 Charmouth Drive  
Syracuse

REV. JOSEPH SULLIVAN, Th. D.  
113 South Main Street  
Albion

The Rev. Donald B. F. Hoyt, D.D.  
248 Rockingham Street  
Rochester 20, New York

Dear Don:

At the June, 1957 meeting of the Executive Board a deed to the Clarendon Society covering their church property containing the conditions theretofore passed by the Board, was authorized, the Convention holding a full fee title to the property. I have been in correspondence with that church since June, 1957 and have finally received their approval to our making of such deed. Mr. Earle D. Smith is chairman of the Board and he writes that the matter was duly authorized at their parish meeting on May 4, 1958.

I have therefore prepared and enclose herewith a deed in the matter which I would like to have you sign as President and before a Notary Public. As you will then send the deed to Howard Gilman to whom I am sending a copy of this letter he will attest the seal and return it to me for recording.

After the deed is recorded I will make a conformed copy for the Convention records and then send the original recorded deed to Mr. Smith of the Clarendon Church for safekeeping.

Very truly yours,

*Donald W. Beebe*

DONALD W. BEEBE  
Treasurer

Encl.  
c.c. H. Gilman

P.S. Please be sure and fill out the date at the head of the Deed.

DWB.

*Received  
with Deed  
6/13/58*

263 Sherwood Avenue  
Rochester, New York 14619  
March 16, 1964

Reverend Max A. Coots  
New York State Convention of Universalists  
Canton, New York

Dear Sir:

I am writing this letter because of a communication which I received from Mr. Lewis Case of the law firm of Warren, Case, Weingartner and Yorks located in Rochester, New York. After talking with Mr. Case on the phone I discovered that your organization apparently is preparing to dispose of the Universalists Church and parsonage at Clarendon, New York. Mr. Case states that you can legally do this; I have no reason to doubt his opinion. While not conceding the point, I shall proceed upon that assumption.

This property was turned over to you some time in the 1920's if my information and childhood memory are correct. The purpose of such conveyance as I understand it was to keep the church, which is a landmark with tradition, from possibly falling into the hands of persons to whom tradition and landmarks mean little. During the ensuing years the church property has maintained its place in the community. For the period from 1946 to approximately 1958 there was substantial religious and social activity there. Many of us think that in time there may well be a demand for further use of the property for religious and social functions. In any event we are adamant in our position that the property be maintained as a landmark with tradition. We will fight any attempt to have it used for other purposes, which to us would be sacrilegious. As I view the situation you may agree with this thinking, you may disagree, or you may consider the problem a troublesome statistic which you desire to get cleaned up rapidly with some financial gain to your organization.

If you agree with "landmark and tradition" theory, what plan of action do you propose which is better than the present situation? We have sufficient means to maintain the property in a good state of repair during the foreseeable future. We have the desire to do so.

If you do not care what happens to the property or if your desire is to realize financial gain from the property, please let us know what financial amount will satisfy you. I can almost

guarantee that either individually or collectively a few of us will be glad to pay you off to get you off our backs and put an end to this uncertainty. We will not allow the property to become an onion storage, a bingo hall or to be used in any similar way, commercial or otherwise. I respectfully request that you take no action without keeping me informed and giving me a chance, either as a representative of the trustees or as an individual, to acquire title to the property. I am sending a copy of this letter to the other trustees and to certain other interested persons. Mr. Case gave me his word that he would keep me fully informed of developments and that nothing would be done behind my back. I hope and trust that your attitude is the same. This uncertainty is having a very disturbing effect upon some of the elderly, life-time, members of the church. It must come to an end.

I shall have practically no time before April 15, 1964 to devote to these matters. I have tax work to keep me very busy until that date. Also I am flying to Florida on March 26, 1964 to look after the interests of all relatives there and, I hope, to get some rest and relaxation. I shall appreciate a written reply from you before that date to the effect that no moves will be made before I return. Such a reply will ease not only my anxiety but that of many other persons. After April 15, 1964 we can get down to brass tacks. I hopefully await your reply.

Yours truly,

Harland A. Smith  
Member of Board of Trustees  
Clarendon Universalist Church

HAS:lv

cc  
Mr. Paul D. Smith  
Miss Elma Ventress  
Mr. Harold E. Hardenbrook  
Mrs. Herbert G. Salisbury  
Reverend Warren Lovejoy  
Mrs. Earle D. Smith  
Mr. Lewis Case  
Mr. Louis B. Cartwright  
Mr. Cleon G. Wait

*Agree Com*  
THIS INDENTURE, made the 10 day of June, nineteen hundred and fifty-eight

BETWEEN NEW YORK STATE CONVENTION OF UNIVERSALISTS, having an office at  
373 Argonne Drive, Kenmore, Erie County, New York, a religious

corporation organized under the laws of the State of New York party of the first part, and

FIRST UNIVERSALIST SOCIETY OF CLARENDON AND SOUTH MURRAY, of the town  
of Clarendon, Orleans County, New York, a religious corporation organized  
under the laws of the State of New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of one and no more (\$1.00 and  
no more) Dollars,

lawful money of the United States,

paid by the party of the second part does hereby grant and release unto the party of the second part, its

successors

and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the said town of Clarendon and  
known and distinguished as parts of Lots Numbers one hundred thirty-two and one  
hundred fifty-five (132 and 155) in Township Number Three (3) in the 100,000 acre  
Connecticut Tract, and being more particularly described as being the Meeting House  
Lot on which the Meeting House belonging to said Society has recently been erected,  
and which is known on a map or plot of a Survey made by Joseph Pratt for the said  
Eldredge Farwell of a part of said Lots first above mentioned into nine Village  
Lots, as Lot Number First, Bounded as follows to wit: Beginning at the North West  
Corner of the last mentioned Village Lot, and thence running South on the Barre Road  
fifty-eight degrees and forty-five minutes East two chains and fifty links; thence  
South twenty-six degrees West two chains and twenty-five links; thence north fifty-  
eight degrees and forty-five minutes West two chains and fifty links; thence North  
twenty-six degrees East two chains and twenty-five links; containing fifty-six  
hundredths of an acre of land, and being the same premises conveyed by Eldredge  
Farwell and Subit, his wife, of the town of Clarendon to the First Universalist  
Society of Clarendon and South Murray under deed dated June 14, 1937, and recorded  
in the Orleans County Clerk's office March 16, 1939 in Book of Deeds No. 17 at  
Page 235.

This deed is executed upon the condition that in case the said party of the second  
part shall not maintain services in the Church building standing on the premises, by a  
clergyman in fellowship with said party of the first part for the period of any two  
consecutive years, or shall not itself continue in such fellowship for a like period  
of time, the premises hereby conveyed with all improvements thereon shall revert to said  
party of the first part, to be held in trust for the following purposes:

First, To manage, sell, lease, or otherwise dispose of said premises in the dis-  
cretion of the Executive Board of the party of the first part.

Second, To apply any income from said premises, or any income from the proceeds of  
the sale thereof, to missionary, educational and charitable purposes of the party of the  
first part, under the direction of the Executive Board of said party of the first part.

Third, To apply the principal sum realized from any sale of said premises within  
twenty years of the receipt of said premises only to the building of a Universalist  
Church in said town of Clarendon or in some place in the vicinity thereof when in the  
judgment of said Executive Board of the party of the first part, it shall be advisable  
to do so.

Fourth, After the expiration of said twenty years to apply said principal sum to  
the missionary, educational and charitable work of the party of the first part.

This conveyance is made and delivered by the party of the first part herein without  
any previous application to any Judge or Court pursuant to the authority and provisions  
of Chapter 188 of the Laws of 1862, as amended by Chapter 356 of the Laws of 1880, by  
Chapter 298 of the Laws of 1902, by Chapter 48 of the Laws of 1905, by Chapter 33 of  
the Laws of 1907 and by Chapter 231 of the Laws of 1918.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer on the day and year first above written.

In presence of:

(L.S.)

New York State Convention of Universalists

By (S) Donald B. F. Hoyt  
President

Attest

(S) Howard B. Gilman  
Secretary

STATE OF New York COUNTY OF ss.:

On the 10 day of June 1958 before me came DONALD B. F. HOYT to me known, who, being by me duly sworn, did depose and say that he resides in 248 Rockingham Street, Rochester, New York

that he is the President of New York State Convention of Universalists the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Executive Board of said corporation; and that he signed his name thereto by like order.

(S) Jacob Cusimano

Notary Public in the State of New York  
Monroe County, No 559, N.Y.  
Commission Expires March 30, 1960.

Copy

New York State Convention of Universalists

to

First Universalist Society of Clarendon and South Murray

DEED

Dated, June 10, 1958

The land affected by the within instrument lies in

RECORD AND RETURN TO

Reserve this space for use of Recording Office.

Recorded Orleans  
County Clerk's Office  
June 23, 1958  
at 10:19 AM  
Book 285 of Deeds  
at page 443  
Denton R. Clark  
Dep. Clerk



THIS INDENTURE, made the 10 day of June, nineteen hundred and fifty-seven

BETWEEN NEW YORK STATE CONVENTION OF UNIVERSALISTS, having an office at  
373 Argonne Drive, Kenmore, Erie County, New York, a religious

corporation organized under the laws of the State of New York party of the first part, and

FIRST UNIVERSALIST SOCIETY OF CLARENDON AND SOUTH MURRAY, of the town  
of Clarendon, Orleans County, New York, a religious corporation organized  
under the laws of the State of New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of one and no more (\$1.00 and  
no more) Dollars,

lawful money of the United States,

paid by the party of the second part does hereby grant and release unto the party of the second part, its

successors

and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the said town of Clarendon and  
known and distinguished as parts of Lots Numbers one hundred thirty-two and one  
hundred fifty-five (132 and 155) in Township Number Three (3) in the 100,000 acre  
Connecticut Tract, and being more particularly described as being the Meeting House  
Lot on which the Meeting House belonging to said Society has recently been erected,  
and which is known on a map or plot of a Survey made by Joseph Pratt for the said  
Eldredge Farwell of a part of said Lots first above mentioned into nine Village  
Lots, as Lot Number First, Bounded as follows to wit: Beginning at the North West  
Corner of the last mentioned Village Lot, and thence running South on the Barre Road  
fifty-eight degrees and forty-five minutes East two chains and fifty links; thence  
South twenty-six degrees West two chains and twenty-five links; thence north fifty-  
eight degrees and forty-five minutes West two chains and fifty links; thence North  
twenty-six degrees East two chains and twenty-five links; containing fifty-six  
hundredths of an acre of land, and being the same premises conveyed by Eldredge  
Farwell and Submit, his wife, of the town of Clarendon to the First Universalist  
Society of Clarendon and South Murray under deed dated June 14, 1837, and recorded  
in the Orleans County Clerk's office March 18, 1839 in Book of Deeds No. 17 at  
Page 235.

This deed is executed upon the condition that in case the said party of the second  
part shall not maintain services in the Church building standing on the premises, by a  
clergyman in fellowship with said party of the first part for the period of any two  
consecutive years, or shall not itself continue in such fellowship for a like period  
of time, the premises hereby conveyed with all improvements thereon shall revert to said  
party of the first part, to be held in trust for the following purposes:

First, To manage, sell, lease, or otherwise dispose of said premises in the dis-  
cretion of the Executive Board of the party of the first part.

Second, To apply any income from said premises, or any income from the proceeds of  
the sale thereof, to missionary, educational and charitable purposes of the party of the  
first part, under the direction of the Executive Board of said party of the first part.

Third, To apply the principal sum realized from any sale of said premises within  
twenty years of the receipt of said premises only to the building of a Universalist  
Church in said town of Clarendon or in some place in the vicinity thereof when in the  
judgment of said Executive Board of the party of the first part, it shall be advisable  
to do so.

Fourth, After the expiration of said twenty years to apply said principal sum to  
the missionary, educational and charitable work of the party of the first part.

This conveyance is made and delivered by the party of the first part herein without  
any previous application to any Judge or Court pursuant to the authority and provisions  
of Chapter 188 of the Laws of 1862, as amended by Chapter 356 of the Laws of 1880, by  
Chapter 398 of the Laws of 1902, by Chapter 48 of the Laws of 1905, by Chapter 33 of  
the Laws of 1907 and by Chapter 231 of the Laws of 1918.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer on the day and year first above written.

In presence of:

New York State Convention of Universalists

By \_\_\_\_\_  
President

Attest

Secretary

STATE OF New York COUNTY OF ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ 1958 before me came DONALD B. F. HOYT to me known, who, being by me duly sworn, did depose and say that he resides in 248 Rockingham Street, Rochester, New York

that he is the President of New York State Convention of Universalists the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Executive Board of said corporation; and that he signed his name thereto by like order.

Notary Public

New York State Convention of Universalists

to

First Universalist Society of Clarendon and South Murray

DEED

Dated, \_\_\_\_\_, 1958

The land affected by the within instrument lies in

RECORD AND RETURN TO

Reserve this space for use of Recording Office.



**FORMER UNIVERSALIST CHURCH  
CLARENDON, ORLEANS COUNTY, NY  
PAGE 1 OF 2**



FORMER UNIVERSALIST CHURCH  
CLARENDON, ORLEANS COUNTY, NY  
PHOTO 1973  
PAGE 2 OF 2