

Cedarville, Herkimer Co. NY

This indenture, made the twenty-fourth day of May in the year of our Lord one thousand eight hundred and thirty between Henry Devendorff and Christina his wife of the town of Litchfield[,] County of Herkimer and State of New York, of the first part, and Samuel Fish [and] Chauncey Brainard of Litchfield, Hezekiah W. Wilcox & Robert Corbett of Winfield and Henry S. Easton & Bonaparte Philleo of Columbia County & state aforesaid as Trustees of the Universalist Society of Cedarville of the second part[.]

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Twenty Dollars to them in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed; and by these presents, do grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, in their actual possession now being, and to their heirs and assigns and successors in office forever, All that certain piece or parcel of land situate lying and being in the town of Litchfield[,] County of Herkimer [and] State of New York[,] being part of lot number ten of the subdivision of a tract of land granted to Messrs. Dedrick Staley, John Jost Herkimer Jr. and others and is bounded as follows[:] Beginning on the North boundary of the Utica and Minden turnpike rout[e] on a westerly line of land now owned by Timothy C. Taylor[,] hence Westerly in the northern boundary of said turnpike rout[e], seven and a half rods[,] thence Northerly at an angle of ninety degrees eight rods, thence Easterly parallel within the said northern boundary of said turnpike rout[e] to the line of Timothy C. Taylor[,] thence Southerly along the line of said Taylor to the place of beginning containing sixty-four squire rods the same more or less—

The conditions and considerations of this indenture is [sic] for the express purpose of the Trustees of the Universalist Society of Cedarville, Herkimer County to build a house upon for public worship and to be theirs at any time and at all times where they or their successors in office shall occupy the same for that purpose and no other[.] Otherwise this indenture shall be null and void. The said Henry Devendorff is to have the privilege of driving through on the east side of said piece of land joining Taylors in order to get to his farm by his building and keep up his own gate[,] the fence to be built and kept in repair around said premises by the said society[.]

Together with all and singular hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and demand, whatsoever, of the said parties of the first part, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, To Have and to Hold the said above described premises to the said parties of the second part, their heirs and assigns, and their successors in office, to the sole and only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, and their successors in office, forever.

And the said Henry Devendorff and Christina his wife of the first part, for themselves and their heirs, executors, and administrators, do covenant, grant, bargain, promise and agree, to and with the parties of the second part, their heirs and assigns, and their successors in office, the above bargained premises, in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, and their successors in office, against all and every person or persons, lawfully claiming or to claim the whole or

any part of the above mentioned and described premises, will forever Warrant and Defend.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Henry Devendorff

her

Christina X Devendorff
mark

Signed, Sealed and Delivered in the presence of

John W. Beckwith
Jacob Seckner

Herkimer County SS

On this 5th day of March 1868, before me personally came John W. Beckwith and Jacob Seckner[,] subscribing witnesses to the within conveyance[,] to me known[,] who being by me duly sworn did depose and say that they resided in the town of Columbia in said county, that they knew Henry Devendorff [sic] and Christina Devendorff[,] the individuals described in and who executed the said conveyance, that they was [sic] present and saw the said Henry Devendorff and Christina Devendorff sign, seal and deliver the same as and for their and deed[,] and that the said Henry Devendorff and Christina Devendorff acknowledged the execution thereof, whereupon the said John W. Beckwith and Jacob Seckner became the subscribing witnesses thereto.

Wm. Hosford
Justice of the Peace

Recorded March 27, 1868 at 11½ A.M.

Herkimer County Deeds, Liber 90, p.210

April 8th 1854

Donald H. Beebe, Treas,
373 Argonne Drive
Kenmore 23

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Dear Mr. Beebe

On behalf of the few
remaining members of the
Universal Church of Cedarville
N.Y., we are writing to inform
you. Church has been broken
into (lock pick) by known
party, who claim the Church
as their property and trying
to sell it. As we before
when Christian & Missionary
Alliance was looking it over
and wanting to buy
the land upon which Church
stands has been sold to
Arthur Slaughter Cedarville
N.Y. I think you will

receive letter in regard to
having you remove this "eye
sore" from the village. His
property advises it
You the members object to
this procedure, but seem
helpless to stop it. They say
church belongs to universalist
association no one has right
to church or contents
Will you please come or send
some in authority to put
a stop to razing or pulling
the church.

Mrs. Mary Klippel, charter
member living here in
Cedarville N. Y., requests you
to come and talk with her.
She is Aunt to Kenneth Jones
of Cedarville N. Y. also member
of whom you have had
previous contact

will you kindly give this
your immediate attention
members feel their rights are
being imposed upon by
daily when is determined
this church is coming
down. I might say because of
a judge,

Yours truly
Mrs. Flora Daughton
P. O. # 1 Leon
No. 4

Please address any
correspondance to

Mrs. Mary Kleffel
P. O. # 2 Leon
No. 4

Kenneth Jones
P. O. # 2 Leon
No. 4

April 16, 1937.

Mr. Kenneth E. Jones,
R. D. #1,
Alton, N. Y.

Dear Mr. Jones:

Thanks for the Quota check just received.

Last week a letter came from Mrs. Slaughter advising that one Slaughter of your town has just purchased as he claims the property on which the Universalist Church stands and that he is apparently going to tear the building down or something. From this I take it that the successors to Henry Davendorf have no doubt given him a deed of their interest in the property.

From a strictly legal standpoint this would not seem to affect the title of your Church to the property or to limit in any way your right to use it for your Church purposes.

Your deed is recorded in the Herkimer County Clerk's Office in Book 90 of Deeds at page 210 and contains the following clause:

"The conditions and considerations of this Indenture is for the express purpose of the Trustees of the Universalist Society, Cedarville, Herkimer County, to build a house upon for public worship and to be theirs at any time and at all times when they or their successors in office shall occupy the same for that purpose and no other, otherwise this Indenture shall be null and void."

From this it would seem reasonable to me to claim as you have done all these years that your Society is still in existence and still occupying the property, keeping it in repair, etc. The deed that Arthur Slaughter has it would seem could only cover such interest if any as the original Grantor kept, which interest is most certainly subordinate to the use by your Church. I think your Society should so inform Mr. Slaughter and possibly consult a local attorney if he interferes with the property in any way.

As you know your Church did not deed it's property to the Convention so that as a result the Convention has no title or standing in the matter. Please let me know what develops.

I am sending a copy of this letter to Rev. Gilman.
Very truly yours,

June 25, 1957

The Rev. Howard B. Gillman
2 Cotty Drive
East Syracuse, New York

RE: Cedarville

Dear Howard:

I wrote Kenneth Jones last April 18th about the title of the Cedarville Church, advising him that they might want to consult a local attorney in the event that Mr. Slaughter interferes with the property.

Regarding the \$1,000.00 bequest under the Will of William Miller, I find that it provides that the principal is to remain intact and the income can be used as long as the Cedarville Church is in existence as a Universalist Church, and that:

"if at any time it should cease to exist or to be controlled by the Universalist society of Cedarville then the above(\$1000.) shall be equally divided between my residuary legatees, as named in the 6th clause of this, my last will and testament -"

I find that on June 24, 1949 the Surrogate's Court of Herkimer County ordered and decreed that said Trust Fund of \$1,000 be retained by the trustees of the Cedarville Church pursuant to said Trust.

It would seem to me that when the Universalist Society of Cedarville ceases to exist that the \$1,000 will have to be turned back into the Surrogate's Court at Herkimer and that there is not much use of the Convention getting into the matter.

It would not seem that the possible losing of the church building necessarily means that the Society has ceased to

Howard Gillman

June 25, 1957

exist and that just when that occurs, if ever, is something yet to be decided.

I shall be very glad to hear from you about this and to consider comments that you will have in regard to it.

Sincerely,

DONALD W. BEEBE
Treasurer

DWB:r

NEW YORK STATE CONVENTION OF UNIVERSALISTS

THE UNIVERSALIST CHURCH

New York State

OFFICE OF SUPERINTENDENT

Phone: East Syracuse HEMPSTEAD 7-3711

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3685 Monroe Avenue
Pittsford

MRS. CHARLES DAVIS
26 Rowley Street
Gouverneur

MR. ASHLEY STRONG
Schuyler Lake

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

June 28, 1957,

Dear Don:

Since I could not find Mrs. Wright's first name, I have written to her to ask you to send you her correct name and address. So you should get it soon.

It seems to me that from you letter that the Cedarville situation will about end. The few persons left hardly make a society, but I suppose it could be so recognized as such, and I gather they could continue to hold the \$1,000 and pay the interest in as a quota payment if it was desired.

I hope to get down soon to Cedarville and see Mr. Slaughter about the church. All I can see is that it will be his responsibility to remove the building if he wishes. It is not ours certainly, and the local society or few left will not do it. They are bitter against him I judge because he bought the property and thus prevented the small church group from getting it which our own few would have preferred.

I will tell Mr. Jones about your feeling on the \$1000.00 so that he can decide what he wants to do.

All that we can get for the credit of the church will be the few dollars which they have in the interest account and which would bear the local church's name.

Guess this is all on this for the moment, but will let you know if anything turns up.

Best wishes,

Sincerely,


Howard B. Gilman

NEW YORK STATE CONVENTION OF UNIVERSALISTS

THE UNIVERSALIST CHURCH
New York State

OFFICE OF SUPERINTENDENT

Phone: East Syracuse HE 7-3711

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REV. ROBERT W. STERLING
95 West Gansevoort Street
Little Falls

MR. LEON BENNET-ALDER
81 Park Street
Gouverneur

MRS. EDWIN K. HAAS
3685 Monroe Avenue
Pittsford

MR. LYNN H. SMITH
31 Crestmont Road
Binghamton

October 12, 1959,

Dear Don:

I have had a communication from Mr. Slaughter of Cedarville.

Interestingly enough he made an offer for the church building with the intent of tearing it down. His offer was \$5.00 for the building and a \$200 gift to the church society. This would allow him a gift for tax deduction anyway.

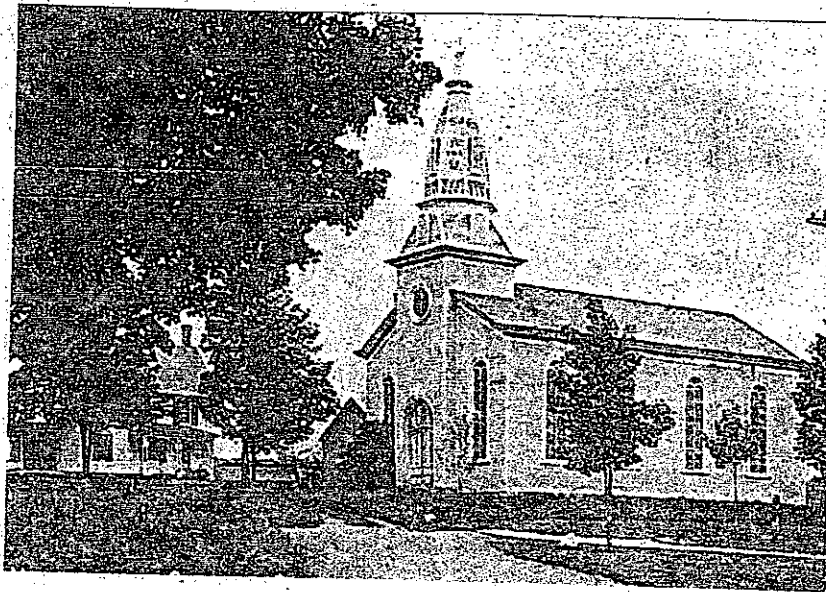
I wrote to Mr. Jones and told him about it and suggested that they take it from there and decide whether they would sell it or plan to hold one service a year, or else ask him for more money since the assessors put a value of \$660 on the building.

I have not heard from Mr. Jones so they may be dickering or deciding a price. My own feeling is that the group ought to get rid of the building because of its bad state of repair, but will let them decide what they wish to do. Mr. Jones is apparently feeling much better than he had been.

Best wishes,

Sincerely,

Howard B. Gilman
Howard B. Gilman



**FORMER UNIVERSALIST CHURCH
CEDARVILLE, HERKIMER COUNTY, NY**