

STATE OF NEW YORK
SUPREME COURT: NIAGARA COUNTY

In the matter of the application
of

NEW YORK STATE CONVENTION OF UNIVERSALISTS
for leave to sell real property

TO THE SUPREME COURT OF THE STATE OF NEW YORK, 8th Judicial District

1. The name of your petitioning corporation is NEW YORK STATE
CONVENTION OF UNIVERSALISTS. Its officers are:

President - Rev. John M. Atwood, D.D. - Canton, New York

Vice-Pres.- H.W.Luttenton, - Albion, New York

Treasurer - Fay C. Parsons, - 12 Central Ave., Cortland, New York

Secretary - Rev.Fred C.Leining D.D.-526 Cumberland Ave.,Syracuse,New York

Trustees:

Louis Annin Ames, 85 Fifth Ave., New York City

George H. Bowers, Canton, New York

Rev. Cornelius Greenway, 961 Ocean Ave., Brooklyn, New York

Rev. Robert Killam, 1304 Genesee St., Utica, New York

Alfred L. Koup, 260 State Street, Watertown, New York

Harold J. March, Middleport, New York

That the said organization was incorporated under the provisions of Chapter 188 of the Laws of 1862 of the State of New York as amended by Chapters 356 of the Laws of 1880; 398 of the Laws of 1902; 48 of the Laws of 1905; 33 of the Laws of 1907 and 231 of the Laws of 1918.

2. That your petitioner is a religious corporation incorporated for the diffusion of Christian knowledge by means of missionaries, publications and other agencies, with power and authority to hold real and personal property to the value of Ten million dollars, to be devoted to the Universalists denomination in the State of New York.

3. That the real property which your Petitioner desires to sell is described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Lockport, County of Niagara and State of New York, being part of farm lot number twelve (12) in the fourteenth (14th) Section of Township number fourteen (14) and sixth (6th) range, and bounded and particularly described as follows: BEGINNING at the intersection of the south bounds of Ontario Street with the east bounds of Church Street in said City of Lockport, according to a certain map or survey of a part of the Village (now City) of Lockport, made for the proprietors thereof by Jesse P. Haines, Surveyor, and filed in the Office of the Clerk of the County of Niagara, being the northwest corner of Village (now City) lot number four (4) on the south side of Ontario Street, according to said map, and running thence south along the east line of said Church Street about eight (8) rods to land conveyed by deed to "The Society of the First Free Congregational Church of Lockport" by Darius Comstock; thence east parallel with said Ontario Street and along the lands so deeded to said last mentioned Society, to the northwest bounds of Village (now City) lot number six (6) of Canal Street; thence north-easterly along the said northwest bounds of said Village (now City) lot number six (6) to the southeast corner of said lot number four (4); thence north along the east bounds of said lot number four (4) to said Ontario Street; and thence west along said Ontario Street to the place of beginning, containing more or less. Being and intended to be the same premises conveyed by deed by James Griswold and others to "The First Universalist Church and Society of the Village of Lockport" which deed bears date the 24th day of December, 1844 and is recorded in Niagara County Clerk's Office in Book of Deeds No. 44 at Page 483.

4. That the interests of the corporation will be promoted by the sale of the real property specified for the reason that the services of the Universalist denomination are no longer held in the City of Lockport nor in the Village of Olcott, which was formerly served by the minister in charge of the Lockport society. That the petitioning corporation has under the provisions of its Charter taken title to and now owns the property which formerly belonged to the Lockport society and has so held the same for over twenty years last past. That the Board of Trustees of your petitioning corporation has been unable to obtain a suitable income from said property or enough to pay the charges against said property and to keep the same in proper repair. That it is proposed to sell this property set forth in the petition for the sum of \$5,000.00, which sum less expenses will bring a larger net income than the property now produces

and save much trouble and expense in handling the same.

5. That such sale has been authorized by the vote of at least two-thirds of its Directors or Trustees and as its charter provides.

6. The fair market value of its other real and personal property is \$500,000. and the amount of its debts and liabilities does not exceed \$ Has no debts. ~~and the same~~
~~are secured by~~

7. The disposition proposed to be made from the moneys realized from the sale is that the same will be kept with the other funds of the corporation and invested from time to time, the income only being used unless the sum shall be repaid to the Society from which the same came or as may be provided in its Charter of Incorporation.

8. That Section 8 of the Articles of Incorporation of your petitioner as amended by Chapter 33 of the Laws of 1907 provide that your petitioner "shall have full power and authority and such power and authority is hereby given to sell and convey any real estate that may be acquired by this Act or pursuant to power vested in it by the Religious Corporations Law or otherwise - without any previous application to any Court or Judge thereof," - but as the Religious Corporations Law of the State of New York provides in Section 12 thereof that a religious corporation shall not sell any of its real property without applying for and obtaining the leave of the Court therefor, pursuant to the provisions of Article 5 of the General Corporation Law, this application is made to the Court, and

Your petitioner prays that the necessary authority required by law be given your Petitioner to sell and deed said property to the First Presbyterian Church Society of Lockport, New York for the price of \$5,000.00, which has been offered for the same.

Dated - September 18 , 1941 NEW YORK STATE CONVENTION OF UNIVERSALISTS
BY
JOHN M. ATWOOD, Pres.

STATE OF NEW YORK

COUNTY OF St. Lawrence

SS.:

John M. Atwood, being duly sworn, deposes and says: that he is the President of NEW YORK STATE CONVENTION OF UNIVERSALISTS, the corporation named in and which executed the foregoing Petition; by him as such officer; that he has read said Petition and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, he believes it to be true.

Sworn to before me this

18 day of September, 1941

John M. Atwood, Pres.

Geo. H. Bowers

Notary Public

SUPREME COURT: NIAGARA COUNTY

In the matter of the application

of

NEW YORK STATE CONVENTION OF UNIVERSALISTS
for leave to sell real property

State of New York)

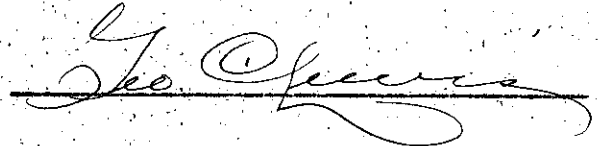
SS.:

County of Niagara)

GEO. C. LEWIS, being duly sworn, deposes and says: that he resides in the City of Lockport, New York, is a practicing attorney in said city and has been employed by the New York State Convention of Universalists to take charge of the transfer of certain property owned by it in the City of Lockport to the First Presbyterian Church Society of Lockport. That deponent has prepared an offer of sale of said property, which is located at the southeast corner of Church and Ontario Streets in said City of Lockport to the First Presbyterian Church Society of Lockport, for the sum of \$5,000.00 cash; that the offer was in the form of a contract which the officers of said purchaser have advised deponent was accepted. That deponent is also one of the attorneys for the estate of the late MABEL T. HAMILTON, who left a bequest of \$5,000.00 to said Presbyterian Church Society and the same has been duly paid to the latter and deponent is informed by the officers of said organization that this bequest is to be used for the purpose of purchasing the property in question. That the property to be acquired is a plot of land upon which is located a church edifice, formerly occupied and owned by the Trustees of the First Universalist Church and Society of the Village of Lockport and was conveyed by it to the present owner - the New York State Convention of Universalists. That the local Universalist Society

was unable to keep up its meetings and had suspended the same and said property is no longer used for religious services by the Universalists denomination and it seems desirable to sell the same and use the money for the purposes of the State organization of Universalists. By this conveyance the property will be transferred to another and larger religious organization with its principal church edifice and properties devoted to religious work directly across the street from the properties to be acquired. That a complete description of this property by metes and bounds is found in the petition herein.

Sworn to before me this
20th day of September, 1941



Kathryn J. Holley (Martin)
Notary Public

AT A SPECIAL TERM OF THE SUPREME COURT,
in and for the Eighth Judicial District
of the State of New York, held at the
Court House in the City of Lockport,
New York on the 20th day of
September, 1941

PRESENT: HON. WILLIAM A. GOLD, Justice presiding

SUPREME COURT: NIAGARA COUNTY

In the matter of the application

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NEW YORK STATE CONVENTION OF UNIVERSALISTS
for leave to sell real property

On reading and filing the accompanying Petition of the New York State Convention of Universalists, executed by John M. Atwood, its President, duly verified on the 18th day of September, 1941, by which it appears that the said Petitioner is a religious corporation duly incorporated under the Laws of the State of New York by special Act of the Legislature thereof; that said corporation is the owner of certain real property hereinafter described, for which it has received an offer of \$5,000.00; that the interests of said Petitioner will be promoted by the sale of said property and the use of its proceeds; said petitioner is desirous of accepting said offer and executing a deed therefor and has been duly authorized by a vote of at least two-thirds of its Directors or Trustees and as its Charter provides to sell and convey said property;

And the Court having proceeded to hear such application and it appearing to the satisfaction of the Court that the interests of such corporation would be promoted by the acceptance of said offer and the execution and delivery of said deed;

NOW, ON MOTION of Geo. C. Lewis, counsel for petitioner, it is ORDERED that said New York State Convention of Universalists be, and it hereby is authorized, to execute and deliver to the First Presbyterian Church of Lockport, New York a deed of the real property, hereinafter described, being the same premises set

forth in the Petition herein for the sum of \$5,000.00 in cash,
the proceeds to be used for the purposes of the purchasing
corporation as its Charter and Rules provide.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City
of Lockport, County of Niagara and State of New York,
being part of farm lot number twelve (12) in the
fourteenth (14th) Section of Township number fourteen
(14) and sixth (6th) range and bounded and particularly
described as follows: BEGINNING at the intersection
of the south bounds of Ontario Street with the east
bounds of Church Street in said City of Lockport,
according to a certain map or survey of a part of the
Village (now City) of Lockport, made for the proprietors
thereof by Jesse P. Haines, Surveyor, and filed in the
Office of the Clerk of the County of Niagara, being the
northwest corner of Village (now City) lot number four
(4) on the south side of Ontario Street, according to
said map, and running thence south along the east line
of said Church Street about eight (8) rods to land
conveyed by deed to "The Society of the First Free
Congregational Church of Lockport" by Darius Comstock;
thence east parallel with said Ontario Street and along
the lands so deeded to said last mentioned Society, to
the northwest bounds of Village (now City) lot number
six (6) of Canal Street; thence north-easterly along
the said northwest bounds of said Village (now City)
lot number six (6) to the southeast corner of said Lot
number four (4); thence north along the east bounds of
said lot number four (4) to said Ontario Street; and
thence west along said Ontario Street to the place of
beginning, containing more or less. Being and
intended to be the same premises conveyed by deed by
James Griswold and others to "The First Universalist
Church and Society of the Village of Lockport" which
deed bears date the 24th day of December, 1844 and is
recorded in Niagara County Clerk's Office in Book of
Deeds No. 44 at Page 483.

WILLIAM A. GOLD

ENTER:

J.S.C.

STATE OF NEW YORK
SUPREME COURT: NIAGARA COUNTY

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UNIVERSALISTS
for leave to sell real property

PETITION, AFFIDAVIT AND ORDER

LEWIS and LEWIS,
attorneys
51-54 Savings Bank Bldg.,
Lockport, New York

GEORGE CURTIS LEWIS
GEORGE CURTIS LEWIS, JR.

LEWIS & LEWIS
LAWYERS
SAVINGS BANK BUILDING
LOCKPORT, NEW YORK

October 9th, 1941

OCT 10 1941

Mr. Fay C. Parsons, Treasurer
12 Central Avenue
Cortland, New York

Dear Sir:


The sale of the church property on the corner of Church and Ontario Streets in this city from your organization to the First Presbyterian Church Society of Lockport was completed yesterday and I am sending you herewith enclosed a statement of the account, our receipted bill for services and disbursements, the receipted bill for broker's commissions and a certified check for the balance due your association. We also enclose a copy of the papers submitted to the Court for leave to sell and the court order for sale.

While your Charter would seem to permit you to sell real property without application to the Court and in one of your letters the statement was made that you never before had applied to the Court for permission, the grantee wished it and we felt it was more satisfactory to obtain the court's permission. The Supreme Court Judge to whom we submitted the papers agreed with us. We also found when we came to make the transfer that an old Lis Pendens filed when an action was begun to foreclose a mortgage against the church, had never been discharged and on the request of the attorney for the Presbyterian Church, we secured such a discharge.

We trust the whole transaction has been satisfactory.

Also enclosed find policy of fire insurance, which grantee did not take over. There is some rebate.

Very truly yours,


of LEWIS and LEWIS

GCL:KHL
encs

A Lease,

Made and executed ~~Between~~ *The Missionary Board of the*
New York State Convention of Universalists
 of the _____ of _____ County of _____ and
 State of *New York* of the first part, and *The Church of Christ*
Scientist
 of the *City* of *Lockport* County of *Niagara* and
 State of *New York*, of the second part, the *first* day of
May, in the year of our Lord one thousand eight hundred and ninety *nine*

In Consideration of the rents and covenants hereinafter expressed, the said party of the
 the first part has DEMISED AND LEASED, and does hereby demise and lease to the said
 party of the second part the following premises, viz: *The Universalist Church*
of Lockport New York, on the following terms. 1st The use
of the Church Building for Sunday forenoons, 2^o the
exclusive use for Wednesday evenings, 3^o the privileges of
the church at any time when it is not in actual
use for gatherings under the directions of the party
of the first part 4th the right of renting or sub-leasing
for meetings and occasions of dignity fitting for
the place dedicated to sacred worship, providing
that renting or sub-leasing does not conflict with
meetings and gatherings under the auspices of the
party of the first part, notice of which meetings
must be given to the President or Secretary of
the party of the second part at least ten
days prior to said meetings, but in case
no such questions of sub-leasing is pending
no notice is required on the part of the party
of the first part. The party of the first part reserves
the right, to use the church on Sunday evenings
and Sunday afternoons or at any other time when
not in actual use by the party of the second
part. Janitor services to be paid by the party of
the first part. Each party to bear their own expense
in heating and lighting the church. Stoves used
in heating the church are to be kept in good
repair by party of the first part

with the privileges and appurtenances, for and during the term of Six months with
the privilege of one year from the first day of May 1899

which term will end

And the said party of the second part covenants that they will pay to the party of the first part,
for the use of said premises, the Monthly rent of ten and 50/100
Dollars (\$10⁵⁰), to be paid Monthly

And Provided said party of the second part shall fail to pay said rent, or any part thereof
when it becomes due, it is agreed that said party of the first part may sue for the same, or re-enter
said premises, or resort to any legal remedy.

The part of the _____ part agree to pay all _____ taxes to be assessed
on said premises during said term.

The part of the second part hereby covenant not to sub-let or re-let said premises, or any
portion thereof, without the written consent of said party of the first part, and that in case
violate this covenant, it is hereby expressly agreed that the said part of the second part shall,
at the option of the party of the first part, thereupon become a tenant of said premises holding
over after expiration of _____ said term without permission of said landlord, subject to
removal under the Statute.

It is hereby further mutually covenanted and agreed that in case the buildings or tenements on said premises shall be so destroyed or injured by fire as to become untenable, then this Lease shall become thereby terminated, if said second party shall so elect, and in such case they shall vacate said premises and give immediate written notice thereof to said landlord, and in such case rent shall be due and payable up to and at the time of such destruction or injury.

The part of the second part covenant that at the expiration of said term he will surrender up said premises to the party of the first part in as good condition as now, necessary wear and damages by the elements excepted.

Witness the hands and seals of the said parties, the day and year first above written.

Ase Sage
President Missionary Board [L. S.]

Annis R. Michael [L. S.]
President of Church of Christ
Scientist.

Lease.

Missionary Board
of
the New York State
Convention of Universalists
TO
The Church of Christ
Scientist Lockport
New York

Premises, Church Building

Begins, May 1st 1899

Expires, I

Rental, per Month \$

Payable, Monthly