

SPECIAL MEETING
JEWISH COMMUNITY CEMETERY ASSOCIATION
DECEMBER 23, 1951

A special meeting of the Jewish Community Cemetery Association was held pursuant to a call of the President on Sunday, December 23, 1951, at 11:30 A.M. at the offices of the Jewish Federation of Delaware, 100 E. Seventh Street, Wilmington, Delaware.

The following directors were present.

Joseph Braiger
Julius A. Chester
Herbert L. Cobin
Ben V. Codor
Phillip Cohen
Louis Feldman
I. B. Finkelstein
Samuel Keil
Louis Platensky

In addition Mr. Benjamin Stolper and Mr. Nathan Michlin were permitted to attend the meeting as the representatives of the Moses Montefiore were not present.

Mr. Ben V. Codor as President presided and Mr. Herbert L. Cobin acted as Secretary.

Mr. Codor explained that at the previous meeting of the Cemetery Committee it had been agreed that a Committee be appointed consisting of Messrs. Joseph Braiger, J. A. Chester, Herbert L. Cobin, and Samuel Keil to negotiate with Mr. Kenneth Emmons of the Lombardy Cemetery Company regarding the purchase of property at the Lombardy Cemetery.

Mr. Cobin reported that following a meeting of the Cemetery Committee he had immediately contacted Mr. Emmons and entered into negotiations with him including the drawing up of a contract of sale and purchase.

Mr. Cobin reported that he prepared a Charter for a new corporation in conjunction with Messrs. Chester, Keil and Braiger and that Messrs. Chester, Braiger and Nathan Michlin were the incorporators of the new company in the name of Jewish Community Cemetery Association. Mr. Cobin reviewed some of the provisions of the Charter. Mr. Cobin reported that the Charter had been filed in the Secretary of State's office in Dover, Delaware and in the Recorder of Deed's office at Wilmington, Delaware. He reported that he had prepared by-laws for the corporation, which had been adopted by the incorporators at their first meeting, portions of the minutes of the first meeting and incorporators and of the by-laws were read to the directors.

Mr. Phillip Cohen objected to one of the provisions in the Charter which included the Federation as a member of the corporation. He could see no reason for the Federation to be included as it was not a member which contributed any money. Mr. Cobin stated it was his understanding the Federation was to be a member only until the property was purchased and the corporation generally started on its objectives, after which the Federation was to withdraw. Mr. Cohen continued to object to having the Federation included as a member of the corporation, particularly as it was going to withdraw anyhow. There was considerable discussion concerning Mr. Cohen's opposition.

Mr. Codor stated very emphatically that the Federation has no ax to grind in this matter and that its sole purpose is to get the corporation started and the property bought. He pointed out that the Federation entered the picture at the suggestion of

certain members and he gave a resumé of the few negotiations had by various members with Mr. Emmons regarding the purchase of the property prior to the Federation stepping into the picture. Mr. Cobin pointed out that he was able to negotiate with Mr. Emmons only after Mr. Emmons had been assured that the Federation was interested in the matter, since Mr. Emmons refused to discuss the sale of the property until he was assured that a representative and trustworthy organization in the community was an interested party due to the fact that his previous experiences with various members of the community who had attempted to purchase the property in question had been unsatisfactory.

Mr. Finkelstein moved that as soon as the contract for the sale of the property adjoining the Lombardy Cemetery was signed the Federation would officially withdraw as a member of the Association. The motion was seconded by Mr. Samuel Keil and passed.

It was agreed that rather than attempt to consider all the provisions of the by-laws a copy be sent to the directors for discussion at future meetings.

Mr. Cobin then reviewed the contract of sale, the purchase price being \$35,000, with a \$5,000 deposit to be made upon signing the contract with a forfeiture clause of \$1,000. The seller is to take a purchase money mortgage of \$25,000, or less, at five percent interest per annum with interest to run from January 1, 1952. The seller would have the right to open graves in the old cemetery for eighteen months. The contract had to be signed by the parties by December 31, 1951 or negotiations terminated.

Other provisions included rights of way.

Upon motion it was unanimously resolved that the proposed contract between this corporation and the Lombardy Cemetery Company for the purchase of the land in Lombardy Cemetery be approved and that the officers of this company are authorized and directed to execute said contract on behalf of the company, to pay the deposit of \$5,000 and to do any and all things necessary to execute said contract and to consummate the same.

Upon motion the meeting was adjourned.