



## There is a romantic image of the life of a Cemetery Caretaker.

In 2016 the decision was made to remove the caretaker's house from Oak Hill Cemetery. This decision was met with anger and comment from several commissions and groups who felt it was important to keep the structure as part of the history of cemetery life. Demolition by neglect was a term that was used. This photo was taken at the time work began on the National Register nomination.

Our people and their stories are the history of Oak Hill Cemetery. The building does nothing to reflect who these people were and what their role in cemetery life was like.

On the following pages you will find the agreement contract to be the sexton of Oak Hill Cemetery in 1896. This search for a new sexton was the result of a lawsuit by the previous employee. The document is full of party of the first/second part language as well as several old English terms for grounds keeping.

This document does not begin to cover the lives of the other caretakers or the family members who resided in the house and maintained the grounds.

- Many of the wives grew the plants that were sold to help support the income of the cemetery.
- Living on the grounds meant you were expected to assist families in need 24/7 seven days a week.
- This document does not even begin to cover the work required during influenza and tuberculosis years, which the McCosh family experienced firsthand as their daughter had the disease.
- Nor does it tell the story of financial issues of the Great Depression, or the struggles Joseph Powers endured during the WW2 era of no manpower and rationing. That is a history lesson for another day.

Memorandum of agreement made this 4th day of March A.D. 1896\*, by and between the Oak Hill Cemetery Company of Cedar Rapids, Linn County, and State of Iowa, party of the first part, and Judson A. Kramer of said City, County, and State aforesaid, part of the second part.

WITNESSETH:

The party of the first part agrees with the party of the second part to rent for farming purposes, that portion of the Cemetery Company's land not laid out and platted into burial lots, with the buildings thereon, for a period of one year from April 1st, A.D. 1896. The dwelling house for residence of the party of the second part and his family, or of such person he selects as his deputy. The barn for the keeping of his stock, and storage of hay, grain, wagon, tools, etc.

It is further agreed that said party of the second part shall have the full control and benefit of the fruit which is grown on said premises.

Now in consideration of the use of the above named land, the buildings thereon, and the fruit so named, the said party of the second part agrees with the party of the first part, to take charge and care of the Oak Hill Cemetery Company's grounds, to act as sexton and perform the duties as such, to show lots to parties wishing to purchase, and when a lot is selected to send to the secretary a memorandum of the lot or lots selected, to keep the fences and gates in repair, to fill grade and sod lots, to put in all foundations for monuments and head stones and to build brick vaults on lots when required, to mow and take care of individual lots, and to perform such other work and duties as are hereinafter more particularly named, classified and specified and which are made part of this agreement. All the work to be done and the duties performed in accordance with the rules and regulations of the said Cemetery Company which now exist, or which may hereafter be adopted, and under the special direction of the Committee on grounds, for said party of the first part, and in a manner satisfactory to a majority of said committee.

Interments, disinterments, foundations for monuments and head stones and brick vaults, are to be made only on the orders of the secretary of some officer of the company.

#### **Article 1.**

##### **Around the Buildings**

To thoroughly clean off all dead leaves, sticks, stones and rubbish from off the ground on the east side of the drive from the gate to the dwelling house, around all buildings. To thoroughly clean up all manure, loose straw and hay, from in and around the barn and put the same on the Company's ground, where the Committee on Grounds may direct.

To keep the grounds around the buildings at all times in a clean and respectable condition. All wood to be cut up and neatly piled up or places in the wood house. All loose lumber to be neatly piled up where it will not be unsightly. All manure made by the stock of said second party is not to be sold or carried off but to be left on the place for the use and benefit of said Cemetery Company.

#### **Article 2**

##### **Fences and Gates**

To keep all fences and gates in and around the Cemetery Company's grounds in good repair, the Company furnishing the necessary materials for doing the same. To keep the large gates at the Northwestern and Southeastern entrances locked, when not in actual use. The large gates near the house to be kept closed and always locked for the night at sundown. The party of the second part to be held strictly responsible to the Company for the locks and keys to the gates and in case of loss will furnish them at his own expense. In no case is he to furnish keys to anyone other than the Committee on Grounds.

#### **Article 3**

##### **Trees**

To trim the apple trees and all ornamental trees (except evergreens), to keep all sprouts cut at the roots of trees, remove all brush resulting from such trimming or cutting and burn same. To cut and remove all dead trees and such other trees as the Committee on Grounds may direct.

#### **Article 4**

##### **Macadam Drives**

To keep the macadamized drives clear of all sticks and rubbish, all weeds and grass in them to be cut down and cleared off and in case any portion of the macadam is washed or gullied out of its proper place to immediately and carefully replace the same.

#### **Article 5**

##### **Ornamental Ground**

To keep the following pieces of ornamental ground lawn mowed as often as necessary to preserve a nice smooth lawn. The plat of ground in front of receiving vault, the plat of ground around the receiving vault, the plat of ground adjoining block sixty-seven, the plat of ground between blocks 68 and 71, the plat of ground between blocks 73 and the ground and ornamental plat in block 76.

#### **Article 6**

##### **Water Works**

To exercise a general care over the water works and see that unauthorized persons do not meddle with them. To regulate the flow of the water under the direction of the Committee on Grounds.

#### **Article 7**

##### **Sale of Lots**

At any time (under the rules and regulations of the Company) when persons wish to purchase lots, the said party of the second part will show them, giving the price and explaining in brief the conditions of the sale, and the rules in regard to interments.

#### **Article 8**

The party of the second part must be on the ground each day (Sundays included) from sunrise to sunset and always hold himself in readiness to dig graves and to attend to the interment of the dead, to show lots and to answer all proper inquiries of persons asking for information on any matter concerning their own interests in the cemetery, who are always to be treated in a polite and respectful manner.

To see, as far as it is in his power, that all the rules and regulations of the Company are observed by visitors to the grounds. If for any cause the said party of the second part finds it necessary to be personally absent from the cemetery, during the time mentioned, he must provide some competent person to act for his and in his place. And the party of the second part is to exercise police control over the grounds and to that end be sworn in as a police officer.

#### **Article 9**

##### **Filling, Grading and Sodding Lots**

In filling, grading and sodding lots for the individual owners of the same, the party of the second part shall furnish dirt and sod, to fill and cover the same, of suitable kind from outside the Cemetery Company's ground, at his own expense and to perform all labor in doing the same. The grade of the lot to conform to the grade of the other lots in the same block. When a lot is filled it is to be allowed a sufficient time to settle to insure an even surface when sodded. The whole work to be done in accordance with the rules and regulations of the Cemetery Company in a first class manner and to the satisfaction of a majority of the Committee of the Grounds.

As an additional compensation for doing this work the said party of the second part is to receive one-half of the amount received by the Company for doing this work the price for doing this work to be mutually agreed upon between the parties to this agreement.

#### **Article 10**

##### **Care of Individual Lots**

On the order of the Secretary of the Company or one of the Committee on Grounds, the said party of the second part shall take the care of individual lots in the cemetery, shall keep the lots and the margins, lawn

mowed as often as necessary to keep and preserve on the same a good and even green sward, to keep the same from stick, stone and rubbish. The whole work to be done to the satisfaction of a majority of the committee on grounds. The price for doing this work to be mutually agreed upon between the parties to this agreement. As an additional compensation for doing this work, the party of the second part is to receive one-half of the amount received by the Company for doing the same.

## **Sec. 11**

### **Foundations for Monuments and Headstones**

In the building of foundations for monument and headstones, the said party of the second part, is to dig the pits for the foundations, to furnish good river sand delivered on the grounds, to haul the stone for said foundations either from the depot or quarry, and to the cement from the city or depot and deliver the same on the ground. The cement to be placed where it will be free from wet and dampness and said party of the second part is to lay and build the said foundations in a first class manner, using sufficient cement to make the work first class, the whole work to be done in accordance with the rules and regulations of the said Cemetery Company and to the satisfaction of a majority of the Committee of the Grounds. When foundation is completed, all surplus dirt to be removed to such place as the committee on grounds may direct and the ground around cleaned of all dirt, stone and rubbish.

The Cemetery Company is to pay for stone at the quarry or the depot and for the cement in the city or at the depot and are to be at no other expense in the building of said foundations. As additional compensation the party of the second part is to receive one-half of the amount received by the Company for doing this work. The price for doing the same to be mutually agreed upon by the two parties to this agreement.

## **Article 11 1/2**

### **Brick Vaults**

For the building of brick vaults on individual lots the party of the first part shall furnish the brick on the Cemetery Company's ground and the cement at some warehouse in the city. The party of the second part to do and perform all labor in the building of said brick vaults and for his compensation he is to receive one-half of the whole amount received by this Company for building said vaults.

## **Article 12**

### **Interments**

The said party of the second part is to dig all graves, to meet the funeral cortege at the entrance gate and conduct the same to the grave and after the service at the grave to conduct the funeral cortege to the entrance gate, so as to insure their keeping in the streets. To fill the grave and as soon as practicable afterwards to remove all surplus dirt to such place as the Committee on Grounds may direct, and to thoroughly clean off all dirt from around the grave. To fill the grave whenever from settling the grave needs fillin; also the said party of the second part is to fill all graves that have settled and now need filling, or that may settle during the season embraced in this contract and in case of deep snows shall so break the roads to the graves that the same can be comfortably reached by vehicles on runners.

As additional compensation the party of the second part is to receive from the Company the sum of one dollar for each interment made.

## **Article 13**

### **Disinterring and Re-interring Bodies**

For the disinterring and reinterring of bodies, the said party of the second part is to receive as additional compensation from the Cemetery Company one-half of the amount received by them for doing the work.

## **Article 14**

### **Receiving Vault**

In the placing of bodies in the receiving vault the said party of the second part is to observe the same rules of conduct as in the case of interments but for which he is not to receive any additional compensation.

## **Article 15**

### **Cleaning the Grounds**

The said party of the second part is to commence as soon as practicable and thoroughly clean off and remove all dead leaves, sticks, stones and rubble from off of all the ground platted and laid out as cemetery lots in both the old and new parts of the cemetery also including streets, alleys and ornamental ground and after once cleaned off to keep them clean and free from rubbish. This work to be done to the satisfaction of a majority of the Committee on Grounds, and for doing his work the said party of the second part is to be paid the sum of Fifty dollars.

## **Article 16**

### **Mowing the Grounds**

The said party of the second part is to mow the streets and the alleys in the old ground and all the lots and ornamental ground in the new parts which are not mowed with a lawn mower, twice or more times during the season at such times as the Committee on Grounds may direct, to carefully rake up and remove the grass so cut as soon as the same cured and place it in the barn or stack. The said party of the second part to have the use and benefit of the grass. The work to be done to the satisfaction of the Committee on Grounds. And for doing this work the party of the second part is to be paid the sum of one hundred dollars. (That is \$50.00 for each mowing and clearing.

## **Article 17**

### **Live Stock**

The said party of the second part is to be allowed to keep two horses in the barn during the season and may keep three cows in the barn during fall and winter but is not to keep or allow anyone to keep more stock in or around the buildings without the consent of the Committee on Grounds, and in no case is any stock allowed in the undivided portion of the Company's grounds on which the burial lots are platted.

## **Article 18**

### **Cutting of Wood**

It is also agreed and understood that no wood is to be cut off the grounds belonging to the party of the first part.

## **Article 19**

### **Settlements**

Settlements are to be made between the contracting parties to this agreement on the first days of each month.

## **Article 20**

The party of the first part expect and it is hereby made a stipulation in this agreement, that the party of the second part shall have due regard to the sacredness of the cemetery grounds, and that he will not himself or permit anyone in his employ to use obscene, profane, unnecessarily loud or boisterous language on the cemetery grounds, and that he will not (unless unavoidable) absent himself from the company's grounds during the time named in article 8, and that he will not frequent saloons or make intemperate use of liquors, wine or beer.

If the said party of the second part shall fail to perform or carry out any of the articles or stipulations in this agreement, the party of the first part, may, through its Committee on Grounds, at any time, by giving said party of the second part twenty days previous notice in writing, terminate this agreement, and said party of the second part hereby agrees that he will upon the expiration of the time of such notice, so received from a majority of the said Committee on Grounds, quit and surrender the possession of said premises and every part thereof to said Oak Hill Cemetery Company, and he hereby waives all claims of damages, in consequence of so surrendering and quitting said premises on said notice. Otherwise he will quit and surrender the possession of said premises at the expiration of the time states in the first part of this agreement.

*In witness whereof we hereunto subscribe ourselves this Fourth day of March, A.D. 1896*

*The Oak Hill Cemetery Company*

*by John S. Ely, Chairman, Committee of Grounds*

*Judson A Kramer*

*Executed in Duplicate.*

**Editors Notes:**

*\*This was the year the Lake was drained. The Cemetery was experiencing an upheaval as the minutes of the meeting stated it was necessary to employ an attorney in the case of S. B Card. The attorney named was John Redmond. There was an instruction to engage a sexton in place of S. B Card, and this contract may have been the result of that search.*

*In a special meeting later in the year the recommendation was to remove the barn and the barn yard and the space cleaned up and sodded down. The present barn to be moved or a new one constructed east of the house, beyond the orchard, for horses needed and for tools used about the cemetery and for no other purpose. The outhouse around the residence to be taken away and the space cleaned up.*

*In 1899 the minutes read the Committee on Grounds was to produce plans for a barn and ascertain costs for the same.*

*In October 1904 minutes of a special meeting indicate Oak Hill Cemetery is now in debt for about the sum of Sixteen hundred dollars for the construction of a new dwelling on the property. It was to be paid off in a period of 3 yearly installments. (Using an inflation calculator this may have been a 2016 dollar value of \$41,163.25 )*

*The Trustees and Committee on Grounds included Charles Weare, Lawson Daniels, John S. Ely, George B and Walter Douglas, Wellington and Mortimer Higley C. G. Greene and J. M. Dinwiddle.*

*Finally the next page will contain newspaper accounts of the Card vs. Oak Hill Cemetery issue. We assume it was resolved to the satisfaction of both parties as the Card Family are buried at Oak Hill Cemetery.*

*Finally the records for 1915 show a disbursement of \$2 339.00 for a tool house and barn. Exact construction details and dates are still unknown.*

News items related to the Sexton S. Card

May 8, 1894 Oak Hill Pasture

Card's Oak Hill pasture will be ready to receive cattle Thursday, May 10th.

March 9, 1897

**IN SUPERIOR COURT.**

**Judge Giberson will Begin the Trial of Jury Cases Thursday Morning.**

Judge Giberson has much of the work of his court, in the way of motions, demurrers, etc., cleaned up, and will on Thursday morning begin the trial of jury cases.

The first case to be taken up will be the now famous case of S. B. Card versus the Oak Hill Cemetery company, wherein the plaintiff asks judgment for \$387 in commissions on sale of lots in the Oak Hill cemetery and for several hundred dollars more for extra services rendered and agricultural implements sold by him to the defendant company. It is expected that some interesting developments will be made upon the presentation of testimony by the plaintiff.

**Famous Cemetery Controversy Comes Up on a Motion.**

A motion in one of the most interesting cases that will be heard at the March term of superior court was argued before Judge Giberson this morning. The case is entitled S. B. Card vs. Oak Hill Cemetery company, and the petition recites:

That on or about the first day of March, 1882, the plaintiff made a written contract with the defendants whereby he entered their employ to look after and care for and do certain work in and about the Oak Hill cemetery and the lots therein, which contract was continued until its final expiration on March 1, 1896, covering a period of fourteen years.

That the original contract is not in the possession of the plaintiff nor in his control and he is therefore unable to set out an exact copy thereof or attach it to this petition.

That by the terms of the said contract this plaintiff was to take care of the individual lots of the purchasers thereof in the cemetery and do certain work in the way of keeping them lawnmowed, keeping them clean of all sticks, stones and rubbish, etc., for which work this plaintiff was to receive one-half the price thereof, which when collected by the defendants was to be paid to him.

That he did and performed such work on various lots in said cemetery at different times, for which he never received any compensation, to the amount of \$596, one-half of which belongs to him, to-wit, the sum of \$298, and is due from the defendants and unpaid.

That by the terms and conditions of said contract it was the duty of the defendant to collect from the various persons owing the same the various sums of money due for labor performed by this plaintiff for them in and about their lots in the cemetery grounds; at their instance and request this plaintiff collected for the defendant the following sums in the terms hereinbefore specified, to-wit: In 1883, \$300; 1884, \$300; 1885, \$300; 1886, \$350; 1887, \$350; 1888, \$400; 1889, \$523; 1890, \$430; 1891, \$453; 1892-3, \$917; 1894, \$474 and 1895, \$391, making in all \$3,188, which was well worth 10 per cent of the full sum for collecting, or \$381.

The plaintiff also states that a number of articles, tools and implements enumerated in the petition, were purchased by him and sold to the defendants and left on their premises at their request and appropriated by them; that he performed certain specified labor at the instance and request of plaintiff, for which he never received any compensation, to the total value and amount of \$756.88, and asks judgment for the two amounts, \$381 and \$756.88.

Defendant by its counsel, John M. Redmond, filed a motion for a more specific statement of the items set out in the petition, and a number of other acts upon the part of the plaintiff, but the court overruled the plaintiff to file a more specific statement of the dates on which the various extra items of labor were performed and also as to the tools, implements, etc., sold by plaintiff to defendant.