

Albany County Deed Book 10 pages 168-173 transcription  
Decision of the referees of the Van Bael Patent arbitration 1775  
[168]

TO ALL TO WHOM these presents shall come we Thomas Hicks, George Duncan Ludlow, Goldsborough Banyar and Samuel Jones send Greeting Whereas by Letters Patent under the Great Seal of the Province of New York bearing date the twenty first day of August in the year of our Lord one thousand six hundred and seventy two a certain parcel of land was granted to Jan Hendrickse Van Baal, in fee to wit: A certain parcel of land near Schenectady lying & being by the Kill or creek called by the Indian name Tawalsontha otherwise the Normans Kill the said lands stretching from the Sandy Hills northwest onto an out Hook of land the which it also includes containing in breadth and length on both sides of the Kill all the lands as it lies in a square. Together with the wood land, valley or meadow ground kills and creeks therein included which said lands are claimed by Seymour Johannise Veeder of the City of Albany merchant, Arie Legrange, of the same place, mariner, John M. Veeder of Schenectady in the County of Albany yeoman, Volkert Veeder of the Normans Kill in the same county yeoman, Abraham Veeder, Christian LeGrange, [O]mie LeGrange, Isaac LeGrange, Coenrad LeGrange, Omie LeGrange the younger, John LeGrange the [169] Younger, Myndert LeGrange all of the last mentioned place yeoman, Barnardus LeGrange of New Brunswick in the Province of New Jersey Esquire, and John LeGrange of the County of Bergen in the said Province of New Jersey yeoman, as assignee of the said Jan Hendrickse Van Baal or his descendants. And WHEREAS by letters Patent under the Great Seal of the Province of New York bearing date the fourth day of November in the year of our Lord one thousand six hundred and eighty five the Manor of Rensselaer was granted in fee to Killian Van Rensselaer the son of Johannes Van Rensselaer and to Killian Van Rensselaer the son of Jeremiah Van Rensselaer, comprehending two different tracts of land the one of which is described in the same Letters Patent as follows: That is to say, Beginning at the south end or part of Berrent Island on Hudsons River and extending northwards up along both sides of the said Hudsons River unto a place called Kahoos of the Great Falls, of the said river, and extending itself east and west all along from each side of the said river into the woods twenty four english miles. To have and to hold the same (except as therein excepted) unto the said Killian the son of Johannes Van Rensselaer and Killian the son of Jeremiah Van Rensselaer their heirs and assigns forever in trust to and for the only use & behoof of the right heirs and assigns of Killian Van Rensselaer their grandfather which same Manor of Rensselaer is claimed by Catherine Van Rensselaer, widow and relict of Stephen Van Rensselaer, late of the Manor of Rensselaerwyck, Esq. deceased, and others under the last will and testament of Stephen Van Rensselaer deceased, late husband of the said Catherine Van Rensselaer under the said last mentioned letters patent. and WHEREAS the said tract of land so granted to the said Jan Hendrickse Van Baal is surrounded by the outlines of the said Manor and a controversy hath arisen between the said Catherine Van Rensselaer, Philip Livingston of the City of New York Esq. and Abraham Ten Broeck of the City of Albany Esq., claimants of the said Manor for themselves and others under the said last in part recited Letters Patent of the one part and the said claimants under the said first mentioned letters Patent of the other part respecting the boundaries of the land so as aforesaid granted to the said Jan Hendrickse Van Baal, whereby the improvement of the lands so in controversy is greatly prevented and the claimants are put to great expense which is likely to increase [i]f not prevented by a settlement of the said disputes to accomplish which the said parties above named mutually agree to submit the matters in dispute as aforesaid concerning the premises to the determination of [170] Thomas Hicks of Queens County in Long Island, Esq. counsel at law, Samuel Johnson of Stratford in the Colony of Connecticut, doctor of laws, John Smith of Perth Amboy in the Province of New Jersey, Esq. the Honble. George Duncan Ludlow of Queens County aforesaid in the province of New York, Esq. Goldsbrow Banyar of the City of New York Esq. and in case of death, neglect or refusal of all any or either of the above mentioned referees that then and in such case the place and stead of such of said five referees as should so die, neglect or refuse to act concerning the

premises should be supplied from and out of the following persons in the order in which they are next thereafter mentioned, that is to say The Honorable Daniel Coxe of Trenton in the Province of New Jersey, Esquire, William Peartree Smyth of Elizabeth Town in the same Province Esq. Samuel Jones of the City of New York Esq. John Sloss Hobart of Eatons Neck in the County of Suffolk, Esquire, and Richard Cochran of Princetown in the Province of New Jersey Esq. And in case any of the said six last mentioned persons being so appointed as aforesaid should also die, refuse or neglect to attend the said service the place of him or them shall should be supplied by the next of them in order as aforesaid until five of the persons above mentioned should have taken upon themselves the said reference and three or more of them should have compleated their award thereupon and that their award or the award of any three of them should be obligatory to the said claimaints respectively in manner mentioned in the bonds or obligations or articles of agreements hereinafter mentioned; and the said parties to wit Seymour Johannise Veeder, Arie Legrange, John W. Veeder, Volkert Veeder, Abraham Veeder, Christian LeGrange, Omie LeGrange, Isaac LeGrange, Coenradt LeGrange, Omie LeGrange the younger, John LeGrange the Younger, Myndert LeGrange, Barnardus LeGrange, and John LeGrange, claimants under the said first mentioned Letters Patent of the one part and the said Catherine Van Rensselaer, Philip Livingston and Abraham Ten Broeck claimants of the said Manor for themselves and others under the said last in part recited Letters Patent of the other part have by their mutual bonds or obligations bearing date the fifth day of July in the year of our Lord one thousand seven hundred and seventy four become reciprocally bound to each other in the sum of fifty thousand pounds current money of the Province of New York with conditions thereunder respectively written on the part of the said claimants under the said first mentioned Letters Patent to deliver up to the said claimants under the said [171] Patent for the Manor of Rensselaerwyck within six months after delivery of the said award full peaceable and quiet possession of all and singular such lands, tenements hereditaments and appurtenances as should not be included within the lines adjudged or as[c]ertained by the said award to be the bounds of the lands granted in and by the said first above mentioned Letters Patent to the said Jan Hendrickse Van Baal, which then was or should be held under the same Letters Patent or be in possession of the said claimants under the same Patent or any of either of them their or any of either of their tenants or assigns except such persons as hold under the representatives or assigns of the said Jan Hendrickse Van Baal by grant or lease in writing with respect to whose possession provision is made by the Articles of Agreement in the said bonds referred to provided the said award be made in writing under the hands and seals of the said arbitrators taking upon themselves the burthen of the said award as aforesaid or under the hands and seals of any three or more of them on or before the first day of July then and now next ensuing. And with condition on the part of the said Catherine Van Rensselaer, Philip Livingston and Abraham Ten Broeck their heirs executors, administrators and assigns within six months next after the delivery of the said award to them or any of them well and truly to deliver up to the said Seymour Johannise Veeder, Arie Legrange, John M. Veeder, Volkert Veeder, Abraham Veeder, Christian LeGrange, Omie LeGrange, Isaac LeGrange, Coenradt LeGrange, Omie LeGrange, the younger, John LeGrange the younger, Myndert LeGrange, Barnardus LeGrange, and John LeGrange full peaceable and quiet possession of all and singular such lands, tenements hereditaments and appurtenances as should be included within the lines awarded or ascertained by the said award to be the bounds of the lands granted in and by the said first mentioned Letters Patent to the said Jan Hendrickse Van Baal which then was or should be held as of the said Manor of Rensselaerwyck or be in possession of the said Catherine Van Rensselaer, Philip Livingston and Abraham Ten Broeck or any or either of them their or either of their tenants or assigns except such persons as hold under the said Manor by grant or lease in writing with respect to whose possession provision is made by the Articles of Agreement aforesaid provided the said award be made in writing under the hands and seals of the said arbitrators taking upon themselves the burthen of the said award as aforesaid or under the hands and seals of any three or more of them on or before the first day of July then and now next. And by which said bonds the said parties are also reciprocally bound to each other to keep observe execute do and

perform abide by and fulfill all and singular the covenants articles, matters and things [172] whatsoever mentioned and contained in the articles of agreement aforesaid which on their parts respectively ought to be kept observed executed done, performed, abided by and fulfilled according to the true intent and meaning of the said Articles of Agreement And WHEREAS in and by the said Articles of agreement referred to in & by the said bonds or obligations it was among other things agreed in order to expedite the determination by the arbitrators aforesaid and in order to strengthen the security of the parties aforesaid that rules of reference should be severally entered by the consent of the parties of the then next Supreme Court of Judicature of the Province of New York in two several actions of ejectment brought for part of the premises in question and then pending undetermined, the one at the suit of James Jackson on the demise of the said Catherine Van Rensselaer against Seymour Johannes Veeder, Volkert Veeder, Simon M. Veeder, and Abraham Veeder and the other at the suit of James Jackson on the demise of Barnardus LeGrange against Robert Freeman and the said Catherine Van Rensselaer, by which rules the said causes should be severally referred to the determination of the arbitrators mentioned in and according to the true intent and meaning of the bonds of arbitrators mentioned aforesaid. And it was also agreed in and by the said Articles of Agreement that the said arbitrators before the making of their said award should have a view of the premises in question and further that the costs in the action of ejectment aforesaid should follow the determination of the arbitrators according to the lands controverted therein respectingly should appear to be within the said tract of land granted to Van Baal, or not as the boundaries thereof should be adjudged by the said arbitrators the said parties should accordingly pay the said costs to the other in such case to be taxed and that the only point to be settled by the said referees should be to fix the boundaries of the said Patent of Van Baal as by the said bonds or obligations and the condition thereof and the said Articles of agreement reference therunto being had more fully may appear. And WHEREAS rules of reference were entered in the said Supreme Court in the said action of ejectment according to the said agreement and WHEREAS the said John Smyth refused to take upon himself the burthen of the said award and the said Daniel Coxe and William Peartree Smith also refused to act concerning the premises. But the said Thomas Hicks, Samuel Johnson, George Duncan Ludlow [,] Goldsbrow Banyar, and Samuel Jones agreed to act concerning the premises and meet at the City of Albany and viewed the premises in [173] question and fully heard the proofs and allegations of all the said parties and their witnesses Now Know Ye, that we the said Arbitrators whose names are hereunto subscribed and seals affixed taking upon us the burthen of the said award having fully examined and duly considered the proofs and allegations of both the said parties do make and publish this our award, order, adjudg[e] and determine that the bounds of the said land so as aforesaid granted to the said Jan Hendrickse Van Baal are and forever hereafter shall be and remain as follows to wit: Beginning at a place eighty four chains distant on a course south fifty degrees east as the magnetic needle now points from the southeast corner of the dwelling house at Normans Kill aforesaid formerly possessed by Myndert Veeder but now or late in the possession of Volkert Veeder and Abraham Veeder or some or one of them and running from the said place of beginning first north forty degrees east fifty chains then north fifty degrees west one hundred chains then south forty degrees west one hundred chains then south fifty degrees east one hundred chains and then north forty degrees east fifty chains to the place of beginning all the said lines to be run as the Magnetic needle now points. And we do further award, adjudge agree and determine that the lands controverted in the said several actions of ejectment are not nor in any part thereof within the said tract of land granted as aforesaid to the said Jan Hendrickse Van Baal.

IN WITNESS WHEREOF we have hereunto set our hands and seals the twenty fourth day of May in the year of our Lord one thousand seven hundred and seventy five.

Signed, sealed and published in the presence of  
John Willett, Robt Hinchman

Tho. Hicks L.S.  
Geo. D. Ludlow L.S.  
G. Banyar L.S.  
Samuel Jones L.S.

Be it remembered that on the seventh day of March one thousand seven hundred and seventy six, personally appeared before me Hugh Wallace one of the Council of his Majesties Province of New York, Robert Hinchman and made oath that he saw the subscribers of the within award sign, seal and deliver the same as their award and that he the said Robert Hinchman and John Willett signed their names as witnesses thereto I do therefore allow the same to be recorded.

Hugh Wallace

I do hereby certify the foregoing copy of an award to be a true one compared with the original the 26 day of March 1776.

vr. Step. De Lancey