

Deed Book 17 page 376-381

This Indenture, made the Eighth day of February in the twelfth year of the Independence of the people of the State of New York, and in the year of our Lord one thousand Seven hundred and Eighty nine, Between Stephen Van Rensselaer of the west district of the Manor of Rensselaerwyck in the County of Albany and State of New York Esquire proprietor of the Manor of Rensselaerwyck of the first part, and John Glen of the Town of Schenectady, in the County of Albany and the State aforesaid Esquire and Catherine his wife Luykas Veeder, Volkert S. Veeder, Volkert Veeder, Abraham Veeder, John M. Veeder, Jacob Veeder, John LaGrange, Christian LaGrange, John LaGrange the Younger, Omie LaGrange the Younger, Jacobus LaGrange, Omie LaGrange (son of Isaac LaGrange), Isaac LaGrange, and Coenradt LaGrange of the Normans Kill in the County aforesaid farmers, and Arie LaGrange of the City of Albany in the State aforesaid Mariner of the second part, Whereas by letters patent under the Great Seal of the late Colony 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 described to wit, a certain parcel of Land near Schenectady, lying or being near the creek called by the Indians Tawalsontha, otherwise the Normans Kill the said land stretching from the Sandy hills north west, on to an out hook of land, the which it also includes, containing in breadth and length on both sides of the Kill all the land as it lies in a square together with the wood land valley or meadow ground, kills and Creeks, therein included, And Whereas by letters patent under the great Seal of the said late Colony of New York, bearing date the forth day of November in the year of our Lord one thousand six hundred and eighty five the Manor of Rensselaerwyck was granted in fee to Kilian Van Rensselaer, the son of Johannes Van Rensselaer and to Killian Van Rensselaer, son of Jeremiah Van Rensselaer comprehending two different tracts of land in the out lines of one of which said last mentioned two tracts of land so as aforesaid, granted as and for the manor of Rensselaerwyck, the said tract of land granted as aforesaid, to the said Jan Hendricksie Van Baal, is included and the said Manor of Rensselaerwyck, surrounds and adjoins the said tract of land granted as aforesaid to the said Jan Hendricksie Van Baal, in every part thereof. And Whereas a controversy hath long subsisted between the proprietors of the above mentioned and described tract of land granted to the said Van Hendricksie Van Baal and the Proprietors of the said Manor of Rensselaerwyck, respecting the bounds of the said tract of land, granted as aforesaid to the said Jan Hendricksie Van Baal, for the determining and finally ending whereof the Claimants of the said respective tracts of land did 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 became reciprocally bound to each other in the sum of fifty thousand pounds current money of the late Colony of New York, with conditions thereunder respectively written submitting the said matters in dispute concerning the premises to the determination of Thomas Hicks of Queens County, on Long Island Esquire Counsellor at Law, Samuel Johnson of Sheffield in the Colony of Connecticut Doctor of Laws, John Smith of Perth Amboy in the province of New Jersey Esquire, the Honorable George Duncan Ludlow of Queens County aforesaid, in the province of New York Esquire, and Goldsbrow Banyar of the City of New York Esquire and in case of death, neglect or refusal of all, or either of the above mentioned referees, then and in such case, the place and stead of such of the five referees, as should die, neglect or refuse to act concerning the premises should be supplied from out of the following persons in the order in which they are next hereafter mentioned, that is to say the honourable Daniel Coxe, of Trenton in the Province of New Jersey Esquire, William Peartrie Smith, of Elizabeth Town in the same province Esquire, Samuel Jones of the City of New York, Esquire John Slose Hobart of Eatons Neck, in the County of Suffolk Esquire, Colonel William Floyd of the said County of Suffolk, Esquire and Richard Cochrane of Princeton, in the province of New Jersey Esquire and in case any of the said six last mentioned persons should also die, refuse, or neglect to attend the said service, the place of him, or them should be supplied by the next f them in order as aforesaid until five of the persons above named should have taken upon themselves the said reference and three or more of them should have completed their award thereupon and that their award or the award of any three of them should be obligatory to the

said Claimants respectively in the manner in the said bonds mentioned with conditions thereunder further written on the part of the Claimants of the tract of land, granted in and by the first above mentioned letters patent, to deliver up to the Claimants under the letters patent, granting the said Manor of Rensselaerwyck within six months after the 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 ascertained by the said award to be the bounds of the land granted, in and by the said first above mentioned letters patent to the said Jan Hendricksie Van Baal, which then was or should be held under the same letters patent or be in possession of the said Claimants under the said Letters Patent, or any or either of them or any, or either of their tenants or assigns (excepting such persons as held under the representatives of the said Jan Hendricksie Van Baal) provided the said award was made on or before a certain day in the said condition, limited and appointed and with further conditions that the said parties should, keep, observe execute or perform abide and fulfill all and singular the covenants articles matters and things whatsoever mentioned and contained in certain articles of agreements hereinafter in part recited and did in, and by certain Articles of agreements indented, made and concluded upon the said fifth day of July in the year of our Lord one thousand seven hundred and seventy four by, and between Catherine Van Rensselaer, widow and relict of Stephen Van Rensselaer late of the Manor of Rensselaerwyck Esquire deceased, Philip Livingston of the City of New York Esquire and Abraham Ten Broeck of the City of Albany Esquire (on behalf of the proprietors of the said Manor of Rensselaerwyck) and Simon Johannes Veeder of the City of Albany Merchant, the said Arie LaGrange, John M. Veeder, Volkert Veeder, Abraham Veeder, Christian LaGrange, Omie LaGrange (son of Isaac LaGrange), Isaac LaGrange, Coenradt LaGrange, Omie LaGrange, the Younger, John LaGrange the Younger, and Myndert LaGrange (the parties to these presents, and Bernardus LaGrange of New Brunswick in the then Province of New Jersey Esquire, and John LaGrange of the County of Bergen in the province last aforesaid, Yeoman of the second part, after reciting that for the prevention of expence to the said parties and for settling the disputes between them, they had mutually, referred the same to arbitration by the said bonds (among other things) covenant and agree for each of them their heirs, executors administrators and assigns to and with each other, their heirs executors, administrators and assigns, that the award of the said Arbitrators should bind the possession of the lands in controversy only, but not the title of either of the parties to any part, or parcel thereof unless an act of the Legislature of the Province of New York, should be passed within two years from the date of the said articles of agreement, either confirming the said submission, and authorizing the said Arbitrators [handwritten, unreadable word] to determine the title of the lands in question, and the bounds of the said patent granted to the said Jan Hendricksie Van Baal, as aforesaid, or confirming such award as the said Arbitrators should before that time, have made concerning the premises nor unless such act, should in four years from the date thereof be confirmed by the King of Great Britain, And the said parties did further in and by their said agreement recite, that the owners of the tract of land, granted to the said Jan Hendricksie Van Baal had granted and leased in writing on rents reserved parts of the premises in Controversy to the persons following to wit Andrew Mahans, Christopher Yates, Johannes Van Der Willegen, John Oliver, Epphraim Hudson, Daniel Hingerford, and Frederic Warner, and thereupon the owners of the said tract of land, granted as aforesaid, to the said Jan Hendricksie Van Baal, who were parties to the said articles of agreement, their heirs, executors, administrators, and assigns, that in case the liens, which should be adjudged, by the said referees to be the boundaries of the lands granted to the said Jan Hendrickse Van Baal should not include the land so as aforesaid leased and granted, or any part thereof, that then the said owners of the said tract of land, granted to the said Jan Hendrickse Van Baal, who were parties to the said articles of agreement, should pay to the said Claimants of the Manor of Rensselaerwyck parties to the said Articles of agreement, such consideration money, as had been received for the said lands, so leased or granted by them and awarded, not to be included in the said tract of land granted, as aforesaid to the said Jan Hendrickse Van Baal, with lawful Interest, and all such rents, as had been received thereon, and should also deliver, and assign to the said Claimants of the said Manor

of Rensselaerwyck the respective leases, and grants aforesaid, made of such lands, not included within the bounds of the said tract of land granted to the said Jan Hendrickse Van Baal and the rents then in arrear, and thereafter to become due thereon respectively, as in, and by the said bonds and articles of agreement, reference being thereunto had may among other things therein contained more fully appear. And Whereas pursuant to the said Submission the Honorable George Duncan Ludlow Esquire, Thomas Hicks Esquire, Samuel W. Johnson Doctor of Laws, Samuel Jones and Goldsbrow Banyar Esquires, five of the said referees did take upon themselves the burthen of the said award and after viewing the lands in Controversy and having fully heard the proofs and allegations of all the parties thereto and of their witnesses respectively, four of the said referees to wit: Samuel Jones, Goldsbrow Banyar, George Duncan Ludlow, and Thomas Hicks did within the time for that purpose limited, in, and by the said Submission, that is to say, on the twenty seventh day of May, in year of our Lord, one thousand seven hundred and seventy five, make their award in writing, of and concerning the premises, and therein and thereby, they did award, order and determine, that the bounds of the said tract of land so as aforesaid, granted to the said Jan Hendrickse Van Baal, were and forever thereafter should 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 then pointed, from the south east corner of the dwelling house at the Normans Kill aforesaid formerly possessed by Myndert Veeder, but then or late in the possession of Volkert Veeder, Seymon 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, thence north fifty degrees west one hundred chains, thence south forty degrees west, one hundred chains thence south fifty degrees east one hundred chains, and thence north forty degrees east fifty chains to the place of beginning, all the said lines to be run as the Magnetic needle then pointed. And Whereas, the said parcels of land granted, or released by the proprietors of the said tract of land granted to the said Jan Hendrickse Van Baal, to the persons above particularly for that purpose named, were not included, nor was either of them included in the said bounds. And Whereas the legislature of the late Colony of New York, did at the instance of the parties to the said Articles of Agreement, did on the first day of April in the said year of our Lord one thousand seven hundred and seventy five, pass an act to confirm the said Submission and for binding the title of the respective Claimants, agreeable to the award of the said referees, but the act not having been affirmed, or approved by the said King of Great Britain, within the time limited for that purpose, the possessory right, of the said parties, was according to the true intent and meaning of the said parties only, bound by the said award. And Whereas the said Simon Johannes Veeder, one of the said parties to the said articles of agreement, is since the making of thereof deceased, and the said Catherine the wife of the said John Glen, and the said Luykas Veeder & Volkert S. Veeder are become entitled to the said share held by the said Simon Johannes Veeder, in his life time, being one fourth part of, and in the said tract of land, granted as aforesaid to the said Jan Hendrickse Van Baal, and the said Catherine, the wife of the said John Glen, and the said Luykas W. Veeder, and Volkert S. Veeder are respectively entitled to eight undivided ninety sixth parts, or shares (the whole into ninety six equal parts to be divided) of the said tract of land granted as aforesaid, to the said Jan Hendrickse Van Baal, And Whereas the said John M. Veeder, Volkert Veeder, Abraham Veeder, and Jacob Veeder, together with Simon J? Veeder and Myndert Veeder are respectively entitled to other four undivided ninety sixth parts or shares (the whole into ninety six equal parts to be divided) of the said tract of land, granted as aforesaid, to the said Jan Hendrickse Van Baal. And Whereas the said Johannes LaGrange and Christian LaGrange, are respectively entitled to other eight undivided ninety sixth parts or shares (the whole into ninety six equal parts to be divided) of the said tract of land, granted as aforesaid to the said Jan Hendrickse Van Baal. And Whereas the said Barnardus LaGrange, Omie LaGrange the Younger, John LaGrange the Younger, Arie LaGrange and Jacobus LaGrange are respectively entitled to other three undivided ninety sixth parts, or shares and one fifth part of a ninety sixth part (the whole into ninety six equal parts to be divided) of the small tract of land, granted as aforesaid to the said Jan Hendrickse Van Baal. And Whereas the said Omie LaGrange son of Isaac LaGrange, Isaac LaGrange, and Coenradt, are

respectively entitled to five equal undivided ninety sixth parts, or shares, and one equal third of one equal undivided ninety sixth part (the whole into ninety six equal parts to be divided) of and in the said tract of land, granted as aforesaid to the said Jan Hendrickse Van Baal. And Whereas the said Stephen Van Rensselaer, the party of the first part, to these presents, is become seized in his demesne as of fee, of and in that part of the manor of Rensselaerwyck aforesaid, which surrounds and adjoins the said tract of land granted as aforesaid to the said Jan Hendrickse Van Baal. And Whereas the parties to these presents to prevent an accumulation of expense, in the prosecution of their respective claims and for the final and amicable? settlement of the said controversy respecting the boundaries of the said tract of land, granted as aforesaid to the said Jan Hendrickse Van Baal have agreed that certain parts and portions of the tract of land, claimed by the proprietors of the said tract of land granted as aforesaid to the said Jan Hendrickse Van Baal, as included in the bounds thereof, should be assigned to and accepted by them in lieu and in extinguishment of all their right, estate, title claim or pretence of, in and to the lands claimed by the said proprietors of the said tract of land granted as aforesaid, to the said Jan Hendrickse Van Baal, and that said Stephen Van Rensselaer [handwritten unclear word] retain the residue of the said lands free and discharged of and from all right, estate title or claim which the said parties of the second part to these presents or any of them, might or could have in to, or out of the same. Now Therefore this Indenture witnesseth, that for the purpose of carrying the said agreement into full, and complete effect, the said Stephen Van Rensselaer, Hath granted bargained sold, released and confirmed and by these presents Doth freely, fully & absolutely grant, bargain, sell, release and confirm to the said party of the second part, their heirs and assigns forever, eighty one full and equal undivided ninety sixth parts or shares, and three equal undivided fifth parts of one other one undivided ninety sixth part, or share (the whole into ninety six equal parts to be divided) of All that certain tract of land situate lying and being in the County of Albany aforesaid adjoining to and surrounding the said tract of land awarded by the referees as aforesaid as and for the bounds of the said tract of land, granted as aforesaid to the said Jan Hendrickse Van Baal, and comprehended in the following boundaries, to wit: Beginning at a point one hundred and sixty chains distant in a course north forty degrees east from the south easternmost corner of the bounds of the said tract of land, awarded as aforesaid, as and for the bounds of the said tract of land, granted as aforesaid, to the said Jan Hendrickse Van Baal, and running thence north forty degrees west, two hundred and sixty chains, thence south forty degrees west four hundred and twenty chains thence south forty degrees east, four hundred and twenty chains, thence north forty degrees east four hundred and twenty chains, and thence north forty degrees west one hundred and sixty chains to the place of beginning, all which courses to be run as the Magnetic needle pointed, at the time of making the award aforesaid, the said tract of land herein last before described being intended to comprise a tract of land included in lines parallel to the bounds of the said tract of land granted to the said Jan Hendrickse Van Baal two miles distant from the said bounds as ascertained in and by the said Award (excepting and always reserving from and out of the said tract of land last aforesaid all such farms, lands and tenements as have heretofore been leased or granted by the said Stephen Van Rensselaer, or any other person or persons whatsoever claiming or deriving title under the said letters patent, granted as aforesaid for the said Manor of Rensselaerwyck, and all such farms, lands or tenements now held of possessed by any person or persons whatsoever, as tenant, or grantors of the said Stephen Van Rensselaer, a particular designation of which farms, lands or tenements are contained in a Map to these presents annexed and excepting also from and out of the said last described, and in part granted tract of land, all such farms, lands, and tenements by these presents herein after granted to some or one of the said parties of the second part to these presents. Together with all and singular the woods underwoods, creeks, runs and streams of water liberties, hereditaments and appurtenances to the said eighty one full equal undivided ninety sixth parts or shares and three undivided fifth parts of one other undivided ninety sixth part or share of the said tract of land hereby intended to be granted by the said Stephen Van Rensselaer belonging or in any wise appertaining and also all the estate right, title, interest property claim and demand whatsoever to him the said Stephen Van Rensselaer, belonging or in any wise appertaining To

Have And To Hold the said eighty one full and equal undivided ninety sixth parts or shares and three equal undivided fifth parts of one other undivided ninety sixth part or share (the whole into ninety six equal parts to be divided) of the said tract of land hereby intended to be granted by the said Stephen Van Rensselaer (excepting as aforesaid) with their, and every of their rights members and appurtenances as unto the said parties of the second part their heirs and assigns to the only proper use benefit and behoof of the said parties of the second part, their heirs and assigns forever. And this Indenture further witnesseth that for, and in consideration aforesaid and for the purpose of carrying out the said agreement into full and complete effect, they the said parties of the second part Have and each of them Hath granted, bargained, sold released and confirmed, and by these presents do and each of them doth fully, freely and absolutely grant, bargain, sell, release and confirm unto the said Stephen Van Rensselaer his heirs and assigns forever. All the rest residue and remainder (not herein before particularly granted and released by the said Stephen Van Rensselaer to them the said parties of the second part) of the said tract of land, granted as aforesaid to the said Jan Hendrickse Van Baal and not included in the Bounds of the said tract as awarded by the said Arbitrators as aforesaid, or which are claimed as parcels of the said tract of land, granted as aforesaid to the said Jan Hendrickse Van Baal by the said parties of the second part, or any of them, or which they the said parties of the second part or any of them are entitled to in the manner, and in the proportions herein before mentioned or in any other manner or proportion howsoever. Together with all and singular the woods, underwoods, Creeks, Runs and Streams of water, liberties, hereditaments and appurtenances to the said herein last mentioned and granted premises belonging or in any wise appertaining and also all the Estate, right, title, interest, property, claim and demand of the said parties of the second part, of in & to the said premises last above granted and released or intended to be as aforesaid, last above granted & released and of in & to every part & parcel thereof, with the appurtenances. To Have & To Hold the said premises last above granted and released, or intended to be so granted and released unto the said Stephen Van Rensselaer, his heirs and assigns to the only proper use Benefit & behoof of the said Stephen Van Rensselaer his heirs and assigns forever. In Witness Whereof the parties to these presents have hereunto interchangeably set their hands & seals the day and year first above written.

Sealed and delivered

Stephen Van Rensselaer L.S.

The words February on the first line, nine on the 2nd line
Jacobus on the 4th line; one of on the 10th line and described on
12th line first sheet Jacobus on the 13th line part on the 14th line
the words for the purpose of carrying the said on last line first sheet
note on Razure, and a Razure from those words to the bottom
of the second sheet, and a Razure on the 42 line first page
from the word by them to the words an award the words
among other things between the ?? & ??lines, to the said Jan
Hendrikse Van Baal with the lawful interest between the 41 &
42 lines first page and Symon Veeder above the first line second
page, interlined before execution in the presence of
Sanders Lansing

John Lansing Junr.

Be it Remembered that on the thirteenth day of March one thousand eight hundred appeared before me Jeremiah Lansingh one of the Masters in Chancery for the State of New York Stephen Van Rensselaer to me known, he acknowledged he signed sealed and delivered the within instrument for the purposes therein mentioned and I having examined the same and finding no Razures or Interlineations therein (except those noted) do allow the same to be recorded.

Jerh. Lansingh

I do Certify the foregoing to be a Copy of the original examined with the same this 13th day of March 1800.

R. Lush Clk.