

To the LESSEES and other OCCUPANTS, or POSSESSORS of such of the Lands claimed by, and devised to CATHARINE, the Wife of the Subscriber, PHILIP SCHUYLER, by her late Father JOHN VAN RENSSELAER, deceased, as lay to the eastward of the east Bounds of the Lands now belonging to JOHN I. VAN RENSSELAER, Esq.

FELLOW CITIZENS,

THE distresses occasioned by the late war to the citizens in general, my public avocations, and the necessary arrangements that were to be made with the other devisees in regard to the devised estate, have hitherto induced me to delay the prosecution of such measures, as the situation of the estate seemed to render indispensable. The estate devised to my wife is held by many of you by virtue of leases from the late John Van Rensselaer, deceased, and generally already seven years rent due, others have taken possession of part thereof without either his consent, or since his decease without mine. An adjustment is necessary, and it is time that it should be effected, and on principles which an honest man dare to expose to public animadversion, principles which have induced me (to determine for the sake of peace and to prevent that trouble to me, and distress to you, which must inevitably result from a litigation in the courts of justice) to make a considerable sacrifice of my interest, what that sacrifice will be, the subjoined propositions, which I shall state for your acceptance, will exhibit, and I trust will convince our fellow citizens that if they are not acquiesced in by you, I shall hereafter be fully justified, in pursuing every measure for the recovery of my property which the laws of our country will countenance and authorize, and that if I obtain verdicts, and dispossess my opponents, it will not, in the most remote degree, be incumbent on me to make any retribution for the labor which may have been bestowed in the improvement of the estate they now occupy, except in cases of minority, or extreme indigence, in which a strict exertion of my right would be cruelty, and inconsistent with my feelings.

The terms and conditions which I propose, and which I will strictly and honorably fulfil, and from which I will not in any event deviate are.

FIRST, That in every case where the original lessee, or his legal representative, is in possession of the leased lands, he shall have all the lands so leased, which belong to me and my wife, together with such other lands as have not been leased and which he possesses, and also all lands which he possesses, although leased to others, if the same has been assigned or devised to him by the original lessee or by his legal representative.

SECONDLY, That in every case where no lease has been granted the person in possession shall have all the land he possesses, and where lands are not leased nor possessed by any person the same shall be annexed to the adjoining farms and purchased therewith.

THIRDLY, That the subscriber will relinquish all arrears of rent due to him from the premises which shall be so purchased.

FOURTHLY, That for the lands to be purchased, the purchaser shall pay the subscriber, at the rate of eighteen shillings, current money of the state of New-York, per acre, for every acre contained within the tract he shall purchase, with an allowance to him of two acres out of every hundred for highways.

FIFTHLY, That the premises to be sold and conveyed, shall be surveyed at the joint expence of the purchaser and subscriber, and the surveys shall commence as early after the first day of March next, as the season and unavoidable accidents will permit.

SIXTHLY, That as soon as the survey of one lot is completed, the deeds for each separate purchase therein, will be executed, and shall contain a warrantee of the premises against all persons whomsoever.

SEVENTHLY, That for the security of the purchase money, each purchaser shall execute a bond and mortgage to the subscriber for the whole of the purchase money of the premises by him purchased, to bear an interest of five per cent. and the principal sum, or purchase money, with the interest thereon, shall be paid in five payments, to wit, One fifth part of the purchase money, on the first day of May in the year one thousand seven hundred and ninety-three, with interest from the first day of May one thousand seven hundred and ninety-one. One other fifth part thereof, on the first day of May one thousand seven hundred and ninety-four, with interest from the first day of May one thousand seven hundred and ninety-one. One other fifth part thereof, on the first day of May one thousand seven hundred and ninety-five, with interest from the first day of May one thousand seven hundred and ninety-one. One other fifth part thereof, on the first day of May one thousand seven hundred and ninety-six, with interest from the first day of May one thousand seven hundred and ninety-one. And the remaining fifth part thereof, on the first day of May one thousand seven hundred and ninety-seven, with interest from the first day of May one thousand seven hundred and ninety-one.

EIGHTHLY, That any lands which the late John Van Rensselaer has set apart for religious societies, or charitable uses, and which are within the subscriber's claim, shall not be sold by him to any person, but a deed thereof shall be given gratis to the trustees of such religious society, or charitable institution for whom it was originally intended.

NINTHLY, And if any of the persons who hold of the lands aforesaid, by lease, do not incline to purchase the same, the subscriber will relinquish all the arrears of rent due to him from them, provided they pay one year's rent, of the rents due to him previous to the first day of January next, and deliver the same to Elihu Chauncey Goodrich, Esq. in the town of Claverack, in the county of Columbia, on, or before the first day of February next, and if such persons occupy or possess any lands, not included in their respective leases nor leased to others, they may purchase the same on the conditions herein before mentioned and proffered to other purchasers. This generous offer is made in full confidence, that future rents will be discharged with such punctuality that the subscriber may not be driven to the disagreeable necessity of prosecuting for the same.

TENTHLY, Those who incline to purchase, on the terms aforesaid, must signify the same by writing under their hands to be delivered to the said Elihu Chauncey Goodrich, at the place aforesaid, on, or before the first day of March next ensuing the date hereof.

LASTLY, That no advantage shall be taken of these propositions, or offers, or any of them, nor shall they, or any of them, be binding on the subscriber in any degree whatsoever, unless by and with respect to such person or persons as shall agree to accept thereof in manner aforesaid, and shall carry the same into execution so far as it shall depend on him or them to do and perform the same.

Copy of this writing, subscribed in the presence of three witnesses, is filed in the office of the clerk of the county of Columbia, and in that of the clerk of the town of Hillsdale, to the intent that all concerned may have recourse thereto.

If, after the moderation I have evinced, if, after the sacrifice I am willing to make of my interest to bring about a final adjustment of a controversy which has too long existed, any of you should be so inattentive to your own interest as not to improve and benefit by the terms above stated, but should, on the contrary, still attempt to deprive me of what I deem incontrovertably my just right; you must abide the consequences; for my part, I hereby solemnly pledge myself, in that case, without delay to institute suits for the recovery of my property, and to prosecute them, with unremitting attention, to a final decision, not doubting but that in a state and under a constitution, where laws, and not men, are to govern, I shall ultimately find the protection of, and efficacy of those laws exerted in a constitutional manner.

Town of Claverack, in the county
of Columbia, November 12, 1790.
STEPHEN HOGBOOM,
PETER B. TEN BROECK,
WILLIAM CANTINE.

I am, fellow citizens,
your well-wisher
and humble servant,
PHILIP SCHUYLER.

Proposals to the
people on the
Presidential of
Caucus
Nov: 12. 1890