

This Indenture made the Twenty ninth day of September in the year of our Lord one thousand seven hundred and eighty eight between William Duer of the City of New York in the State of New York Gentleman of the one part and Hugh Peebles of the district of Argyle in the County of Washington in the said State Gentleman of the other part Witnesseth that for and in consideration of the rents reservations covenants and agreements herein after expressed and contained on the part of the said Hugh his executors administrators or assigns to be paid done and performed. The said William hath granted demised set and to Farm let unto the said Hugh his executors administrators or assigns the Grist Mill Saw Mill Store House & dwelling House and all the Buildings and edifices with the utensils apparatus members Hereditaments and appurtenances to the same belonging or appertaining of him the said William Duer Situate near the Falls of Fort Miller in the said district of Argyle in the said County of Washington (except the Mansion House of him the said William Situate near the said Falls of Fort Miller in the said district in the said County of Washington) together with a quantity of Land of him the said William adjoining the said Mills and Store House Buildings and edifices and also together with two lots of ground of him the said William Situate near the Stony Kill in the said district of Argyle in the said County of Washington and the hereditaments and appurtenances to the same belonging or appertaining which said quantity of Land and two lots of ground comprehend in the whole thirty five Acres of Land to have and to hold the said Grist Mill Saw Mill Store House and dwelling House Buildings and edifices (except the Mansion House before mentioned) with the utensils apparatus members hereditaments and appurtenances to the same belonging or appertaining

appertaining together with the said quantity of land and
 two lots of ground above particularly mentioned and the
 hereditaments and appurtenances to the same belonging or
 appertaining unto the said Hugh his Executors adminis-
 -trators or assigns from the ~~fifteenth~~ day of October - next
 ensuing this date for and during the full end and term
 of two years from thence next ensuing and fully to be
 complete and ended yielding and paying therefor yearly
 and every year during the said term unto the said William
 his executors administrators or assigns in the said City of
 New York the rents or sum of seven hundred and fifty ^{spanish milled} dollars that is to say the rent or sum of seven hundred
 and fifty ^{spanish milled} dollars upon the ~~fifteenth~~ day of October in the year of
 our lord one thousand seven hundred and eighty nine and
 the further rent or sum of seven hundred and fifty spanish
 milled dollars upon the ~~fifteenth~~ day of October - which will
 be in the year of our lord one thousand seven hundred and
 ninety, or the real true and full Value of the said several
 sums of seven hundred and fifty spanish milled dollars
 in the current money of the said State of New York so that
 the said William Duer his executors administrators or
 assigns may not suffer or sustain any loss by reason of
 any depreciation of the said current money or of any
 difference in Value between the said spanish dollar and the
 said current money, And the said Hugh Peebles for
 himself his executors administrators or assigns doth
 hereby Covenant and agree to and with the said William
 his executors administrators or assigns in manner following
 to wit that he the said Hugh his executors administrators
 or assigns shall and will well and truly pay or cause to
 be paid unto the said William his executors administrators
 or assigns in the said City of New York the said several
 rents or sums of seven hundred and fifty spanish milled

spanish milled dollars or the Value thereof in current money as
above particularly mentioned on the said several days herein
before mentioned and appointed for payment of the same
according to the several reservations thereof as aforesaid and
the true intent of these presents And also that he the said
Hugh his executors administrators or assigns shall and
will from time to time and at all times during the said
term sustain uphold maintain and keep the said Grist Mill
and Saw Mill Store House Buildings and edifices hereby
demised or intended to be demised together with the Utensials
apparatus members hereditaments and appurtenances to the
same respectively belonging or appertaining. In the same
state and condition of repair in which the same Grist Mill
Saw Mill and Store House Buildings and edifices and the
Utensials apparatus members hereditaments and appurtenances
to the same belonging or appertaining, shall actually be found
to be at the time the said Hugh shall enter upon and take
possession of the said Grist Mill Saw Mill & Store House Building
and edifices and the Utensials and apparatus members hereditaments
and appurtenances to the same belonging or appertaining
By Virtue of this demise the Casualties of Wind
Water and the common wear and decay always excepted
And in order to ascertain with precision the state and
condition of repair in which the said Grist Mill Saw Mill
and Store House Buildings edifices, and the Utensials apparatus
members hereditaments and appurtenances to the same
belonging or appertaining, shall be at the time the said
Hugh shall enter upon and take possession of the same by Virtue
of this demise. It is covenanted and agreed by and between
the said Hugh and the said William severally, and their
several executors administrators or assigns That an
Inspection of the said Grist Mill Saw Mill and Store House
Buildings

Buildings and edifices and the utensils apparatus members hereditaments and appurtenances to the same belonging or appertaining, shall be made (before the said Hugh shall enter upon and take possession of the same by virtue of this demise) by two indifferent persons the one to be chosen by the said Hugh his executors administrators or assigns and the other to be chosen by the said William his executors administrators or assigns, which inspectors so chosen shall after inspecting the state and condition of repairs in which the said Grist Mill Saw Mill Store house Buildings and edifices and the utensils apparatus members hereditaments and appurtenances to the same belonging or appertaining, shall be at the time the said Hugh his executors administrators or assigns shall enter upon and take possession of the same as aforesaid, make and deliver to the said Hugh and the said William severally and to their several executors administrators or assigns a report in writing of such their inspection, and subscribe the same report with their names respectively, on which report the said Grist Mill and Saw Mill respectively and the utensils apparatus members hereditaments and appurtenances to the same belonging or appertaining and the then state and condition thereof and also the then state and condition of the said Store house and also the number of the other edifices and buildings hereby demised or intended so to be and the then state and condition thereof respectively shall be particularly mentioned and described and further that the said report so made in writing shall hereafter be considered as the rule for ascertaining the state and condition of the said Grist Mill and Saw Mill respectively and the number state and condition of the utensils apparatus members hereditaments and appurtenances to the same respectively belonging or appertaining and also the state and condition of the said Store House and also the number state and condition of the other buildings and edifices hereby demised or intended so to be in case of any future difference or misunderstanding between the said

Hugh and William or their several executors administrators
or assigns respecting the same, And further that the said
Hugh his executors administrators or assigns shall from time
to time and at all times during the said term saw for the
said William his executors administrators or assigns all the
Logs which the said William his executors administrators or
assigns may receive for Outstanding Debts now due to the said William
at and after the rate of one equal half part of the boards & planks
which shall be produced from the said Logs, which allowance shall
be and is hereby declared to be in full Satisfaction of all charges
of labour maintenance and every other kind of expence for sawing
the said Logs And further that the boards and plank so sawed
shall always be divided by two indifferent persons the one to be
chosen by the said Hugh his executors administrators or
assigns and the other to be chosen by the said William his
executors administrators or assigns to the end that a fair &
equal division thereof both in quantity and quality may be
made And further that the said boards & plank so sawed
shall be delivered by the said Hugh his executors administra-
tors or assigns properly piled to the said William his executors
administrators or assigns or to his or their order at the said
Saw Mill hereby demised or intended so to be And further
that the said William his executors administrators or assigns
shall always bring or cause to be brought all the Logs which
he or they may receive for Outstanding debts as aforesaid to
the said Saw Mill hereby demised or intended so to be, so
that the said Hugh his executors administrators or assigns
may not sustain or be put to any labour trouble charges
or expences whatsoever in bringing or causing to be brought
the said Logs to the said mill Provided always nevertheless
And these presents are upon this express condition And it is
the true intent and meaning of these presents that if it shall
happen that if the said yearly rent of seven hundred and

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fifty spanish milled dollars or the Value thereof in current money as aforesaid herein before reserved shall be behind and unpaid in part or in all by the space of thirty days next after the said fifteenth day of October - in the year of our Lord One thousand seven hundred and eighty nine on which the same ought to be paid as aforesaid (being lawfully demanded) according to the reservation thereof in manner aforesaid that then and in such case it shall and may be lawfull to and for the said William his Heirs or assigns at any time thereafter into and upon the said hereby demised premises or any part thereof in the name of the whole to re-enter and the same and every part thereof to have again re-possest and enjoy as in his former Estate any thing herein contained to the contrary notwithstanding in any wise And the said Hugh for himself his executors administrators or assigns doth further covenant and agree to and with the said William his executors administrators or assigns that if the said William his Heirs or assigns should after such re-entry as aforesaid demise and let the said Grist Mill Saw Mill Store House Buildings and edifices and the utensils apparatus members hereditaments and appurtenances to the same belonging or appertaining together with the land and two lots of ground hereby demised or intended so to be during the remainder of the said term for a less rent than is hereby reserved and appointed to be paid as before mentioned then and in such case the said Hugh his executors administrators or assigns shall upon demand being lawfully made for the same pay satisfy and make good to the said William his executors administrators or assigns all such damages and losses as he or they may sustain or be put to by reason of such demise of the remainder of the said term as before stated for a less rent than is hereby reserved and appointed to be paid as aforesaid

And further that he the said ~~William~~ Hugh his executors
administrators or assigns shall and will at the end and
expiration of the term hereby demised peaceably and quietly
leave surrender and yield up unto the said William or his
assigns all and singular the said premises hereby demised
or intended so to be in the same state and condition of
repair in which the same shall be actually found to be
at the time the said Hugh his executors administrators
or assigns shall by virtue of this demise enter upon and
take possession of the same The Casualties of Wind Water
and the common wear and decay always excepted and
the said William for himself his Heirs and assigns doth
further covenant and agree to and with the said Hugh his
executors administrators or assigns that he the said Hugh his
executors administrators or assigns (paying the said rent of
seven hundred and fifty Spanish milled Dollars or the value
thereof in current money aforesaid on the respective
periods as stipulated in this agreement
in manner and according to the reservation thereof aforesaid and
also performing fulfilling and keeping all and every the covenants
and agreements herein and hereby mentioned and contained
on his and their parts to be paid performed fulfilled and kept
according to the true intent and meaning of these presents)
shall and may lawfully peaceably and quietly have hold
occupy possess and enjoy all and singular the premises hereby
demised or intended so to be (except as above excepted) for and
during the said term of two years hereby demised without
any let suit trouble eviction hindrance interruption or
disturbance whatsoever of or by the said William or any
other person or persons whomsoever lawfully claiming or to
claim by from or under him or by or with his consent hereunto

privily — means or procurement In Witness whereof the Parties to these presents have hereunto Interchangeably set their hands and Seals the day and year first above written

Sealed and delivered
in the presence of }

Wm. Mathews

Thomas Hicks

Wm. Duer

Hugh Peebles

1789 November 18th Received from W. Hugh Peebles by the hands of Messrs. Glen & Blechers Three Hundred Pounds being for one Years rent due the 15th Octo^r last as p^d. the within Lease, a Receipt of this Tenor & date endorsed on the Lease in the possession of Corn^r. Ray by —

Corn^r. Ray
Agent to the Estate
of John Dellint

William Duer } Lease
Hugh Peebles }