

Articles of Agreement Indented had made and
Concluded upon the Second Day of March in the twenty sixth
Year of the reign of our Sovereign Lord George the second by the
Grace of God of great Britain France and Ireland King defender
of the Faith &c Annoq Domini one thousand seven hundred and fifty
three Between Stephen van Cortlandt Junr of Breda in the County
of York and Eastern Division of the province of New Jersey Merchant
of the first part Samuel van Cortlandt of the same place Merchant
of the second part John van Cortlandt of the City of New York Gent of the
third part and Philips van Cortlandt of Breda aforesaid Merchant
of the fourth part, In manner ~~and~~ following Viz =

Imprimis It is agreed by and between the said parties to these presents And the
said Stephen van Cortlandt Samuel van Cortlandt John van Cortlandt and Philips van Cortlandt
Have Joined and by these presents Do Join themselves to be Copartners together
in the art trade and business of manufacturing of wheat and baking Cornell and
all things therunto belonging which said Copartnership is to continue between them from the
first day of April next ensuing the date hereof for during and untill the full end and
term of two years from thence next ensuing and fully to be completed and ended and to
that end and purpose be the said Stephen van Cortlandt Shall and will on the first
day of April next ensuing Deliver in as a Stock the sum of two hundred pounds Current
Money of New York and the said Samuel van Cortlandt the like sum of two hundred
pounds and the said John van Cortlandt the like sum of two hundred pounds
and the said Philips van Cortlandt the like sum of two hundred pounds to be used
laid out and employed in common between them in about and for the supplying and
Carrying on of the said business of manufacturing of wheat and baking the Cornell
and all things necessary and requisite thereto It is also further agreed by and
between the said parties to these presents and the said Copartners each for himself
Respectively and for his own particular part his Executors and Administrators Both
severally and Not Jointly Covenant promise and agree to and with each other
and their and each of their Executors and Administrators by these presents in Manner
and Form following that is to say that they the said Copartners Shall and will from time
to time and at all times during the said term of two years if they shall so long Live
do their and each of their best Endeavours in and by all means possible to the utmost of
their power Skill and Cunning for their Joint Interest profit Benefit and Advantage
and truly Employ buy sell Merchandise and apply the Stock aforesaid and the
Increase thereof in the business aforesaid without any sinister Intentions or
Fraudulent Endeavours whatsoever And also that they the said Copartners Shall and will
from time to time and at all times hereafter during the said term pay to and
discharge Equally and proportionably between them all the Charge and Expenses thatt
shall and may reasonably Arise and arise by reason of and on account of said business
And that all such Gain profit and Increase that shall come grow or arise for or by

Reason of the said business and Joint Occupying be Equally and proportionably
Divided between them the said Copartners Share and Share alike and all such loss as
shall happen in the said Joint Occupying by bad debt, ill commodities or otherwise
without fraud or Guilt shall be paid and born Equally & proportionably between them
Share and Share alike And it is further Covenanted and agreed by and between the said
parties to these presents for the better Carrying said business that they the said Stephen
Van Cortlandt Samuel Van Cortlandt and Philip Van Cortlandt shall be and remain at
Secordruet in the County of Essex and province of New Jersey and there Manage and
Carry on said business of Manufacturing of wheat and baking the Cornell and that
there shall be had and kept from time to time and at all times during the said Term
and Joint Occupying and Copartnerships by them the said Stephen Samuel and Philip
Van Cortlandt perfect Just and true books of account wherein each of them shall duly
and truly Enter and Set down as well all monies by them Received paid Expended and
Paid out in and about the said business as also the Quantity of wheat flour Cornell
bread and brand by them Bought and Received and Sold and Delivered by reason or
means or upon account of said Copartnerships and all other matters and things whatsoever
relating thereto And also that he the said John Van Cortlandt shall be and remain at the
City of New York and shall there purchase wheat and send the same up to Secordruet
and sell the flour bread Cornell and brand that shall be sent from Secordruet by
the said Stephen Samuel and Philip Van Cortlandt to New York and transact and Manage
or cause to be transacted Managed and done all other matters and things that shall be
requirite and necessary to be acted and done at New York aforesaid touching and
concerning said business and that he the said John Van Cortlandt shall there keep
books and Just accounts of all monies by him Received and paid out as also of all
the wheat by him purchased and sent up to the mill and of the flour bread and brand
and other commodities by him Received and Sold and all other particulars whatsoever
to the said Joint business and Copartnerships in any wise belonging or appertaining
And also that the said Copartners one in six Months or oftner if need shall require
upon the reasonable request of one of them shall make yield and render each to the
Other a true Just and perfect account as well of all profits and increase by them
or either of them so made as aforesaid and of all losses by them or either of them
sustained as also of all payments Receipts Disbursements and all other things whatsoever
by them made Received disbursed acted done or suffered in their said Copartnerships and
Joint Occupying as aforesaid and the same account so made shall and will clear
adjust pay and deliver each unto the Other at the time of making such account
and settlement their Equall Shares of the clear profits so made as aforesaid and at
the end of the term of two years or other sooner determination of these presents
be it by the death of any or either of them or otherwise they the said Copartners shall
and will in case of the Death of any or either of them the Surviving party or parties
to the Executors or Administrators of the party or parties so deceased shall and will
make a true final and Just account and settlement of all things between them
as aforesaid and divide the profits as aforesaid and in all things adjust the same
well and truly And also that upon such final settlement and reparation of the Copartners
or the debts or demands that shall be due from said company or Copartners to any
person or persons whatsoever shall be first paid Discharged before any Division
of

of the profits be made between the parties And that then all and every
the Stock and the Gains and Increase thereof which shall then appear to be
remaining after the Debts are paid whether Consisting of house or Marine or some
Monys Debts or of what Nature Quality or Denomination soever shall be equally
and Indifferently parted and divided between the said Partners their Executors
and Administrators Share and Share alike And Lastly for the true performance
of all and singular the Covenants Articles and Agreements in these presents Contained
on the part and behalf of each of them the said Partners to be performed said fulfilled
kept and done they bind themselves their and each of their Heirs Executors and
Administrators unto each other in the penal sum of five hundred pounds firmly
by these presents In witness whereof the parties to these presents have Interchangeably
set their hands and seals the Day and Year first above written, & & & &

Sealed and Delivered
In the presence of
Geertruyd Van Cortlandt
Sarah Van Cortlandt

Philip Cortlandt
Sept 12 1709
Samuel Cortlandt

John Cortlandt

Articles of Agreement
Between Joseph Saml & Philip
Van Hookland