

This Indenture made the Nineteenth day of May in the year of our Lord One thousand seven hundred and Eighty nine Between Pierre Van Cortlandt of the County of West Chester Esquire of the first Part And Abraham Catts, Richard D. Cantillon, Daniel Lafferts, Nicolas J. Gaberell, Jacob Marquat and John Grist ^{and their heirs} All of the County of Dutchess in the State

of New York of the second Part. Witneseth that the said Party of the first part for and in Consideration of the rents and Covenants hereinafter mentioned doth grant bargain and Lease unto the said Parties of the second Part All the Right Title Interest Property Claim and demand of him the said Party of the first part of in or to any Silver mine or Silver mines heretofore discovered by the said parties of the second part or any one of them situate lying and being on the Nose Lot in the manor of Cortlandt for the term of Seven years from the Date of these presents to open and work the same at the proper Cost charge and Expence of them the said Parties of the second Part yielding and delivering to the said Party of the first part his heirs or Assigns at the expiration of every two months or oftener if thereto required by the said Party of the first Part his heirs or Assigns One equal sixth part without any deduction of the produce thereof either in bar or metal refined as the Party of the first part may from time to time prefer, the whole to be brought and refined near the mill at Beekskill belonging to the said Party of the first part and at no other place whatsoever. And the said Party of the first Part doth further Covenant and agree that such wood and Timber

as may be necessary to carry the same into Execution
may be procured by the said Parties of the second Part
on the unappropriated land west of the Bone Mill
Creek on the said Nos. lot. And it is further Cove-
nanted and agreed by and between the said Par-
ties that the said Parties of the second part or any
one of them shall not assign or transfer any
or a part thereof in the said premises hereinbefore
expressed without the approbation of the said Part
of the first part first had and obtained in writing
Nor shall the said parties of the second part
neglect working the same for two months together
And it is further covenanted and agreed that the
said Parties of the second part may after the ex-
piration of the term aforesaid remove any Build-
ings that the said Parties of the second part may
have erected at the place aforesaid for the smel-
ting or refining the Ore aforesaid. And it is fur-
ther covenanted and agreed by and between the
said Parties that if at any time the said Parties
of the second Part or any one of them shall
not comply with the Covenants herein expressed
and every matter article and thing therein
that then in such Case this Lease shall be
void and of no effect and that the said Party
of the first part may re-enter and take possession
of all and singular the premises hereinbefore
expressed without any let hindrance or inter-
ruption from the said Parties of the second
part or any one of them. In Witness Whereof

the Parties to these presents have hereunto. set
their hands and seals and have also in exchange-
ably set their hands and seals to a Counter
part of these presents for the faithful perform-
ance thereof the day and year being first
above written.

Sealed & delivered

In the presence of

It is also further Covenanted and agreed by all the Parties
aforesaid before the signing and Sealing hereof That
John Grist above named shall be intitled to an Equal
Share for his services with the parties of the second part
without any Cost and Charge in Smelting and Refining
the Ore Either in a forge or furnace he the said John
Grist faithfully performing his part of the business afores-

without any fraud or over-act or otherwise during this
Lease

Sealed & delivered

In the Presence of

Henry Cooper

Jarvis Dunsbury

Pierre Van Cortlandt,

Abraham Jells

Dan: Lifferts

Nich^s C. Goddard.

John Grist

Beni Van Britton

to
Abraham in O.T.

Richard D. Cantillon

Daniel Lafferty

Nicholas & Edmund

Robert Mangin

John Grant

1789

Deen for Abner Muri