

DEEDS, LEASES AND AGREEMENTS,

AND

TRANSACTIONS

OF THE

"WYNANTS KILL ASSOCIATION."

ALSO, THE

ACT OF INCORPORATION,

DEEDS AND AGREEMENTS,

BY-LAWS,

RULES, REGULATIONS, RESOLUTIONS,

AND

PROCEEDINGS

OF THE

"Wynants Kill Improvement Association."

COMPILED BY

BURTON A. THOMAS, SURVEYOR.

BY DIRECTION OF THE ASSOCIATION.

TROY, N. Y.:

A. W. SCRIBNER, BOOK AND JOB PRINTER, CANNON PLACE.
1863.

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AND
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OF THE
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1863.

ACT OF INCORPORATION.

LAWS OF NEW YORK, 69TH SESSION, 1846.

CHAP. 73. PAGE 75.

*AN ACT authorizing trusts for the benefit of the owners
and occupants of Mill Privileges on the Wynant's Kill.*

Passed, April 21, 1846.

*The People of the State of New York, represented in Senate
and Assembly, do enact as follows :*

1. Trusts of real property may be created for the benefit of persons owning or occupying mill privileges on the creek or stream called the Wynant's Kill, in the county of Rensselaer, and the legal title and estate of any property so held in trust shall be vested in the trustees to be named in the conveyances or declarations of trust, and in those, who, from time to time, shall be substituted or designated as trustees, in the manner to be provided in such conveyances or declarations of trust.

2. The annual value or income of the property so to be held in trust shall not exceed two thousand dollars; and the sole objects of the trusts shall be the improve-

ment of said stream, by increasing the head of water and regulating the flow thereof for the supply of the mills and establishments on said stream, by forming reservoirs, connecting lakes and ponds with said streams, and constructing dams and gates at and below the outlets of such reservoirs, lakes and ponds, and by such other works and improvements as will increase the usefulness of said stream for milling purposes.

§ 5. The trusts authorized by this act may be continued for such time as may be necessary to accomplish the purposes for which they may be created.

§ 6. The Legislature may alter, modify or repeal this act.

DEEDS.

<p>SOLOMON TAYLOR, TO JACOB D. MERRITT, STEPHEN WARREN, AURETUS LYMAN, H. C. ARNOLD, WAR- REN SARGENT, HENRY BURDEN, JOHN F. WINSLOW, ANDREW ULIN, GEORGE CIPPERLEY, MICHAEL CIPPERLEY, HEN- RY CIPPERLEY, NICHOLAS CIPPERLEY, G. C. VAN SCHAICK, THOMAS HOW- ARD, JONATHAN RICHARDSON.</p>	}	DEED.
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An article of agreement made and concluded this first day of May, 1841, between Solomon Taylor, of the town of Sand Lake, in the County of Rensselaer and State of New York, of the first part; and Jacob D. Merritt, Stephen Warren, Auretus Lyman, H. C. Arnold, Warren Sargent, Henry Burden, John F. Winslow, Andrew Uline, George Cipperley, Michael Cipperley, Henry Cipperley, Nicholas Cipperley, G. C. Van Schaick, Thomas Howard, Jonathan Richardson, members of the Sand Lake Kill water association, of the said County of Rensselaer, of the second part, Witnesseth: that for and

in consideration of One Hundred Dollars, to me in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, I have bargained, granted and sold, and by these presents do bargain, grant and sell, to the said parties of the second part, and to their successors the right and privilege of entering in and upon my lands, and erecting a dam at the outlet of lake commonly called Sand Lake, in the town of Sand Lake, and to raise said dam so as to flow the water twenty inches higher than it now flows; which high water mark is known and described by a hole in a rock, commonly known by the big rock, lying on the eastern shore of said Lake near the northern line of Stephen Gregory's lands.

And it is also agreed between the said parties, that the said parties of the second part, shall at all time have the privilege of passing to and from the said dam upon the lands of the said party of the first part, for the purpose of building, keeping in repair, and letting off the water from said dam, with themselves, their servants and teams at some convenient place, where it will be the least injury to the said party of the first part.

And it is also further agreed upon between the said parties, that in case of a fresher, so as to raise the water in said Lake, so as to flood the lands of the said party of the first part, higher than the high water mark, as aforesaid, then the said parties of the second part are to hoist their gate at said dam and let off the water so as to reduce it to the high water mark as aforesaid, so soon as it can be conveniently done without injury to the public on the stream below.

And I, the said Solomon Taylor, party of the first part, do hereby covenant, and agree, to and with the

said parties of the second part, and their successors, each severally, to keep and perform the above agreement, so long as the said parties of the second part, shall wish to keep the said dam erected and in repair.

In witness whereof we the said parties to these presents have hereunto set our hands and seals the day and year above written.

SOLOMON TAYLOR. [L. S.]

*Signed, Sealed and delivered,
in presence of*

JESSE TRACY,

State of New York, }
Rensselaer County, } ss.

On the 6th day of June 1845, personally appeared before me Solomon Taylor, to me known to be the same person named and described in, and who executed the within Instrument and acknowledged the due execution thereof.

MARCUS PECK, *Justice Peace.*

Recorded March 19th, 1846, at Four o'clock P. M. in Rensselaer County Clerk's office, in book of Deeds No. 65 Page 97.

A. H. SHELDON, *Clerk.*

HENRY MOUL, TO STEPHEN WARREN, ERASTUS CORNING AND JOHN TOWNSEND.	}	DEED.
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This Indenture made the Twenty-sixth day of December in the year of our Lord one thousand eight hundred and forty-five, between Henry Moul of the town of Sand Lake, County of Rensselaer, and State of New York of the first part, and Stephen Warren of the City of Troy and County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany, and

State aforesaid, of the second part, WITNESSETH: that the said party of the first part, for and in consideration of the sum of Thirty Dollars, lawful money of the United States of America, to him in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the said parties of the second part, and to their heirs, and assigns forever, ALL The right and privilege of flowing by the waters of the pond called Sand-Lake, situate in the town of Sand Lake, County of Rensselaer and State aforesaid, all the lands bordering on said Lake, beginning at the line of Samuel Wilkinson, and extending along the shores of said Lake, through all its various windings to the line of Alexander Thompson, and which land is now occupied by said Moul which is now flowed or hereafter may be flowed by the waters of said Lake, by retaining the Dam at the outlet of said Lake the present height thereof.

In testimony whereof I have hereunto set my hand and seal, this Twenty-sixth day of December in the year of our Lord, one thousand eight hundred and forty-five.

HENRY MOUL. [L. S.]

Signed, sealed and delivered,
in presence of
WILLIAM MOUL.

State of New York, }
Rensselaer County, } ss.

On the 26th day of December 1845, personally appeared before me Henry Moul, to me known to be the same person described in and who executed the within instrument, and acknowledged the due execution thereof.

MARCUS PECK. *Justice Peace.*

Recorded March 19th. 1846, at Four o'clock P. M. in
Rensselaer County Clerk's Office, in Book of Deeds. No.
64, Page 180.

A. H. SHELDON, *Clerk.*

-----	SAMUEL WILKASON	}	DEED.
	TO		
	STEPHEN WARREN, ERASTUS CORNING.		
	AND		
	JOHN TOWNSEND.		

This Indenture made the Twenty-sixth day of December in the year of our Lord. one thousand eight hundred and forty-five, between Samuel Wilkason, of the Town of Sandlake, County of Rensselaer, and State of New York of the first part, and Stephen Warren of the City of Troy and County and State aforesaid, and Erastus Corning and John Townsend, of the city of Albany, and County of Albany, and State aforesaid, of the second part. WITNESSETH, that the said party of the first part, for and in consideration of the sum of Fifty Dollars, lawful money of the United States of America, to him in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents, do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the said parties of the second part, and to their heirs and assigns forever. All the right and privilege of flowing by the waters of the Pond called Sand Lake, situated in the Town of Sand Lake, County of Rensselaer, and State aforesaid, all the lands bordering on said Lake, beginning at the line of Solomon Taylor, and extending along the shores of said Lake, through all its various windings, to the line of Henry Moul, and now owned and occupied by said Wilkason.

which is now flowed, or may hereafter be flowed by the waters of said Lake, by retaining the Dam at the outlet of said Lake, at the present height thereof.

In testimony whereof, I have hereunto set my hand and seal this Twenty-sixth day of December, in the year of our Lord, one thousand eight hundred and forty-five.

SAMUEL WILKASON. [L. S.]

Witness

HENRY MOUL.

State of New York, }
Rensselaer County, } ss.

On the 26th day of December 1845, personally appeared before me, Samuel Wilkason, to me known to be the same person named and described in, and who executed the within Instrument, and acknowledged the due execution thereof.

MARCUS PECK. *Justice Peace.*

Recorded March 19th. 1846. at Four o'clock P. M. in Rensselaer County Clerk's office. in book of Deeds, No. 65, Pages 97 and 98.

A. H. SHELDON, *Clerk.*

A. V. P. GREGORY.	}	DEED.
TO		
STEPHEN WARREN, ERASTUS CORNING,		
AND JOHN TOWNSEND.		

This Indenture, made the Twenty-sixth day of December, in the year of our Lord, one thousand eight hundred and forty-five, between A. V. P. Gregory, of the town of Sand Lake, County of Rensselaer, and State of New York of the first part, and Stephen Warren, of the City of Troy and County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany, and State aforesaid, of the second part. WITNESSETH: that the

said party of the first part, for and in consideration of the sum of Fifteen Dollars, lawful money of the United States of America, to him in hand paid, by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the said parties of the second part, and to their heirs and assigns forever, All the right and privilege of Flowing by the waters of the Pond called Sand Lake, situate in the Town of Sand Lake, County of Rensselaer and State aforesaid, all the lands bordering on said Lake, beginning at the line of Alexander Thompson, and extending along the shores of said Lake through all its various windings to the line of Solomon Taylor, and which land is now owned and occupied by the said Gregory, which is now flowed or hereafter may be flowed by the waters of said Lake at the present height thereof.

In testimony whereof, I have hereunto set my hand and seal, this Twenty-sixth day of December, in the year of our Lord, one thousand eight hundred and forty-five.

A. V. P. GREGORY. [L. s.]

*Signed, sealed and delivered
in presence of
SAMUEL STOVER.*

State of New York, }
Rensselaer County, } ss.

On the 26th day of December, 1845, personally appeared before me, Abraham V. P. Gregory, to me known to be the same person named and described in, and who executed the within Instrument and acknowledged the due execution thereof.

MARCUS PECK, *Justice Peace.*

Recorded March 19th, 1846, at Four o'clock. P. M. in
Rensselaer County Clerk's office, in Book of Deeds. No.
64, Page 183 and 184.

A. H. SHELDON, *Clerk.*

WILLIAM HAUGHTON TO STEPHEN WARREN, ERASTUS CORNING AND JOHN TOWNSEND.	}	DEED.
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This Indenture, made the twenty-seventh day of December in the year of our Lord one thousand eight hundred and forty-five, between William Haughton of the town of Sand Lake, and county of Rensselaer and State of New York of the first part, and Stephen Warren of the City of Troy, and County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany and State aforesaid of the second part. WITNESSETH, That the said party of the first part, for and in consideration of the sum of one hundred dollars lawful money of the United States of America to me in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever quit claimed, and by these presents do hereby remise, release and forever quit claim, unto the said parties of the second part, in their actual possession now being, and to their heirs and assigns forever, All that right and privilege of flowing by the waters of the pond commonly called Crooked Lake, situated in the Town of Sand Lake, County of Rensselaer and State aforesaid, all the lands bordering on said Lake, beginning at the line of Ezekiel Upham and extending along the shores of said Lake through all its various windings to the line of Mathew Huntley, and which land is now owned and occupied by said William Haughton, which is

now flowed or hereafter may be flowed by the waters of said Crooked Lake, by retaining the dam at the outlet of said Lake at the present height thereof, or at its original height at the building of said dam, or at the height sufficient to sustain the water in said Lake at high water mark.

In testimony whereof, I have hereunto set my hand and seal, this twenty-seventh day of December, in the year one thousand eight hundred and forty-five.

WILLIAM HAUGHTON. [L. s.]

Signed, sealed and delivered,
in presence of
SAMUEL STOVER.

State of New York. }
Rensselaer County. } ss.

On the 27th day of December, 1845, personally appeared before me William Haughton, to me known to be the same person named and described in, and who executed the within instrument and acknowledged the due execution thereof.

MARCUS PECK. *Justice Peace.*

EDGAR M. WILLIAMS.
TO
STEPHEN WARREN, ERASTUS CORNING,
AND
JOHN TOWNSEND.

RELEASE OF MORTGAGE.

Know all men by these presents, that I, Edgar M. Williams of the Town of Nassau, County of Rensselaer and State of New York, do hereby relinquish unto Stephen Warren of the City of Troy, and County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany and State aforesaid, all my right and privileges vested in me by virtue of a certain mortgage, executed to me by William Haughton and Fanny his wife, in the Spring of one thousand eight hun-

dred and forty-five, and consent unto all the privileges and rights granted unto the said Warren, Corning and Townsend, of flowing all the lands now owned and occupied by William Haughton, and on which land the above referred to mortgage is given, which is granted in the within Deed.

In testimony whereof, I have hereunto set my hand and seal, this twenty seventh day of December, one thousand eight hundred and forty-five.

EDGAR M. WILLIAMS. [L. S.]

*Signed, sealed and delivered
in presence of
SAMUEL STOVER.*

State of New York, }
Rensselaer County, } ss.

On the 27th day of December, 1845, personally appeared before me Edgar M. Williams, to me known to be the same person named and described in, and who executed the above assignment and acknowledged the due execution thereof.

MARCUS PECK, *Justice Peace.*

Recorded March 19th, 1846, at Four o'clock P. M. in Rensselaer County Clerk's office, in book of Deeds No. 64, Pages 184 and 185.

EZEKIEL UPHAM TO STEPHEN WARREN, ERASTUS CORNING, AND JOHN TOWNSEND.	}	DEED.
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THIS INDENTURE, made the twenty-seventh day of December in the year of our Lord one thousand eight hundred and forty-five, between Ezekiel Upham of the Town of Sand Lake, County of Rensselaer and State of New York, of the first part, and Stephen Warren of the City

of Troy and County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany and State aforesaid of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of one hundred dollars, lawful money of the United States of America, to me in hand paid by the said parties of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever. All the right and privilege of Flowing by the waters of the Pond commonly called Crooked Lake, situated in the Town of Sand Lake and County of Rensselaer and State aforesaid, all the lands bordering on said Lake, beginning at the line of Joseph Belknap and extending along the shores of said Lake through all its various windings to the line of William Haughton, and which land is now owned and occupied by the said Ezekiel Upham, which is now flowed or hereafter may be flowed by the waters of said Crooked Lake, by retaining the dam at the outlet of said Lake at the present height thereof, or at its original height at the building of said dam, or at the height sufficient to sustain the water in said Lake at high water mark.

In testimony whereof, I have hereunto set my hand and seal, this twenty-seventh day of December, in the year one thousand eight hundred and forty-five.

EZEKIEL UPHAM. [L. S.]

*Signed, sealed and delivered
in presence of*
SAMUEL STOVER.

State of New York, {
 Rensselaer County, } ss.

On the 27th day of December, 1845, personally appeared before me Ezekiel Upham, to me known to be the same person named and described in, and who executed the within instrument and acknowledged the due execution thereof.

MARCUS PECK, *Justice Peace.*

Recorded March 19th. 1846, at Four o'clock P. M. in Rensselaer County Clerk's Office, in book of Deeds No. 65, Pages 98 and 99.

A. H. SHELDON, *Clerk.*

ALEXANDER H. THOMPSON TO STEPHEN WARREN, ERASTUS CORNING. AND JOHN TOWNSEND.	} DEED.
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This Indenture, made the Twenty-seventh day of December, in the year of our Lord, one thousand eight hundred and forty-five, between Alexander Thompson of the town of Sandlake, County of Rensselaer, and State of New York of the first part, and Stephen Warren of the City of Troy, and County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany and State aforesaid, of the second part. WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five dollars, lawful money of the United States of America, to him in hand paid, by the said parties of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do hereby grant, bargain, sell, alien, remise, release, convey and confirm, unto the said parties of the

second part, and to their heirs and assigns forever, all the right and privilege of Flowing by the waters of the Pond called Sand Lake, situate in the Town of Sand Lake, County of Rensselaer and State aforesaid, all the lands bordering on said Lake, beginning at the line of Henry Moul, and extending along the shores of said Lake through all its various windings, to the line of A. V. P. Gregory, and which land is now owned and occupied by said Thompson, which is now flowed or hereafter may be flowed by the waters of said Lake, by retaining the Dam at the outlet of said Lake at the present height thereof.

In testimony whereof, I have hereunto set my hand and seal, this Twenty-seventh day of December, in the year of our Lord one thousand eight hundred and forty-five.

A. H. THOMPSON. [L. S.]

*Signed, sealed and delivered
in presence of
SAMUEL STORER.*

State of New York. }
Rensselaer County. } ss.

On the 27th day of December, 1845, personally appeared before me Alexander H. Thompson, to me known to be the same person named and described in, and who executed the within instrument and acknowledged the due execution thereof.

MARCUS PECK, *Justice Peace.*

Recorded March 19th, 1846, at Four o'clock P. M., in Rensselaer County Clerk's Office, in book of Deeds No. 65, Page 96.

A. H. SHELTON, *Clerk.*

ELIJAH HUNTLEY, TO STEPHEN WARREN, ERASTUS CORNING, AND JOHN TOWNSEND.	} DEED.
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This Indenture, made the Twenty-seventh day of December, in the year of our Lord, one thousand eight hundred and forty-five, between Elijah Huntley of the town of Sand Lake, County of Rensselaer and State of New York of the first part, and Stephen Warren of the City of Troy, County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany, and State aforesaid of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Dollars, lawful money of the United States of America, to me in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quit-claimed, and by these presents, do hereby remise, release, and forever quit-claim, unto the said parties of the second part, in their actual possession now being and to their heirs and assigns forever, All that right and privilege of Flowing by the waters of the Pond commonly called Crooked Lake, situated in the town of Sand Lake, County of Rensselaer, and State aforesaid, all the lands bordering on said Lake, beginning, at the line of William Snyder, and extending along the shores of said Lake through all its various windings to the line of Richard J. Knowlson, and which land is now owned and occupied by the said Elijah Huntley, which is now flowed, or may hereafter be flowed, by the waters of said Crooked Lake, by retaining the Dam at the outlet of said Lake at the present height thereof, or at its original height at

the building of said Dam, or at the height sufficient to sustain the water in said Lake at high water mark.

In testimony whereof, I have hereunto set my hand and seal, this Twenty-seventh day of December, in the year one thousand eight hundred and forty-five.

ELIJAH HUNTLEY, [L. S.]

*Signed, sealed and delivered
in presence of*
SAMUEL STOVER.

State of New York,)
Rensselaer County,) ss.

On the 27th day of December, 1845, personally appeared before me, Elijah Huntley, to me known to be the same person named and described in, and who executed the within instrument, and acknowledged the due execution thereof.

MARCUS PECK, *Justice Peace.*

Recorded March 19th, 1848, at Four o'clock P. M. in Rensselaer County Clerk's Office, in book of Deeds No. 64, Pages 180 and 181.

A. H. SKELDON, Clerk.

GILBERT BAILEY, TO STEPHEN WARREN, ERASTUS CORNING AND JOHN TOWNSEND.	DEED.
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This indenture, made the Twenty-seventh day of December, in the year of our Lord one thousand eight hundred and forty-five, between Gilbert Bailey of the town of Sand Lake, County of Rensselaer, and State of New York, of the first part, and Stephen Warren of the City of Troy, and County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany and

State aforesaid, of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Twenty Dollars, lawful money of the United States of America, to me in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever quit claimed, and by these presents do hereby remise, release, and forever quit claim, unto the said parties of the second part, in their actual possession now being and to their heirs, and assigns forever. ALL That right and privilege of flowing by the waters of the Pond commonly called Crooked Lake, situated in the town of Sand Lake, County of Rensselaer and State aforesaid, all the lands bordering on said Lake, beginning at the line of Thomas Upham, and extending along the shores of said Lake, through all its various windings to the line of Joseph Belknap, and which land is now owned and occupied by said Gilbert Bailey, which is now flowed or may hereafter be flowed by the waters of said Crooked Lake, by retaining the Dam at the outlet of said Lake at the present height thereof or at its original height, at the building of said Dam, or at the height sufficient to sustain the water in said Lake at high water mark.

In testimony whereof I have hereunto set my hand and seal, this Twenty-seventh day of December in the year one thousand eight hundred and forty-five.

GILBERT BAILEY. [L. S.]

Signed, sealed and delivered,
in presence of
 SAMUEL STOVER.

State of New York, }
 Rensselaer County, } ss.

On the 27th day of December 1845, personally appeared before me Gilbert Bailey, to me known to be the same

person named and described in, and who executed the within instrument, and acknowledged the due execution thereof.

MARCUS PECK, *Justice Peace.*

Recorded March 19th, 1846, at Four o'clock p. m. in Rensselaer County Clerk's Office, in Book of Deeds, No. 64, Pages 180 and 181.

A. H. SHELTON, *Clerk.*

JOSEPH BELKNAP,	}	DEED.
TO		
STEPHEN WARREN, ERASTUS CORNING,		
AND		
JOHN TOWNSEND,		

This Indenture, made the ninth day of January, in the year of our Lord, one thousand eight hundred and forty-six, between Joseph Belknap of the town of Sand Lake, County of Rensselaer, and State of New York of the first part, and Stephen Warren of the City of Troy, and County and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany and State aforesaid, of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States of America, to me in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever quit-claimed, and by these presents do hereby remise, release, and forever quit-claim, unto the said parties of the second part, in their actual possession now being and to their heirs and assigns forever. All that right and privilege of flowing by the waters of the Pond, commonly called Crooked Lake, situated in the Town of

Sand Lake, County of Rensselaer, and State aforesaid, all the lands bordering on the shores of said Lake, beginning at the line of Gilbert Bailey, and extending along the shores of said Lake through all its various windings, to the line of Ezekiel Upham, and which land is now owned and occupied by the said Joseph Belknap, which is now flowed or hereafter may be flowed by the waters of said Crooked Lake, by retaining the Dam at the outlet of said Lake at the present height thereof, or at its original height at the building of said Dam, or at the height sufficient to sustain the waters in said Lake, at high water mark.

In testimony whereof, I have hereunto set my hand and seal this ninth day of January, in the year one thousand eight hundred and forty-six.

JOSEPH BELKNAP. [L. S.]

*Signed, Sealed and delivered
in presence of
MARCUS PECK.*

State of New York, }
Rensselaer County, } ss.

On the 9th day of January, 1846, personally appeared before me Joseph Belknap, to me known to be the same person named and described in, and who executed the within instrument and acknowledged the due execution thereof.

MARCUS PECK, *Justice Peace.*

Recorded April 7th, 1847, at 9 o'clock A. M. in Rensselaer County Clerk's office, in Book of Deeds No. 66, page 419.

A. H. SHELDON, *Clerk.*

RUMSEY THOMPSON, TO STEPHEN WARREN, ERASTUS CORNING, AND JOHN TOWNSEND.	} DEED.
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This Indenture, made the tenth day of March, in the year of our Lord one thousand eight hundred and forty-six, between Rumsey Thompson, of the city and County of Albany and State of New York of the first part, and Stephen Warren of the City of Troy and County of Rensselaer, and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany, and State aforesaid, of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of Five Dollars, lawful money of the United States of America, to me in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever quit-claimed, and by these presents do hereby remise, release, and for ever quit-claim, unto the said parties of the second part, in their actual possession now being and to their heirs and assigns forever. All that right and privilege of Flowing by the waters of the Pond commonly called Sand Lake, situated in the Town of Sand Lake and County of Rensselaer and State aforesaid, all the lands bordering on said Lake, beginning at the line of Henry Moul, and extending along the shores of said Lake through all its various windings to the line of A. V. P. Gregory, and which land is now owned and occupied by said Thompson, which is now flowed or hereafter may be flowed by the waters of said Lake, by retaining the dam at the outlet of said Lake at the present height thereof.

In testimony whereof, I have hereunto set my hand and seal, the day and year above written.

RUMSEY THOMPSON. [L. s.]

*Signed, sealed and delivered
in presence of
WM. GOULD.*

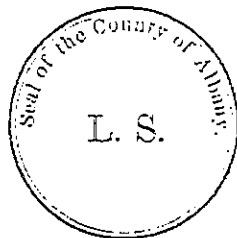
City and County of Albany, ss.

On the 10th day of March, 1846, personally appeared before me, the subscriber, Rumsey Thompson, known to me to be the same person described in, and who executed the within indenture and acknowledged the same to be his act and deed.

WILLIAM GOULD, *Com. of Deeds.*

State of New-York, City and }
County of Albany, *Clerk's Office.* } ss.

I, William Mix, Clerk of the said City and County, do hereby certify that William Gould, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument in writing, and endorsed thereon, was at the time of taking such proof or acknowledgment a Commissioner of Deeds, &c. in and for the county aforesaid, dwelling in the said county, and duly authorized to take the same, and that I am well acquainted with the handwriting of the said Commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.



In testimony whereof, I have hereunto set my hand and affixed my official seal, this 16th day of April, 1846.

WILLIAM MIX, *Clerk.*

Recorded August 13th, 1846, at Eleven o'clock A. M., in Rensselaer County Clerk's office, in book of Deeds. No. 65, Pages 338 and 339.

A. H. SHELDON, *Clerk.*

THOMAS UPHAM TO STEPHEN WARREN, ERASTUS CORNING AND JOHN TOWNSEND.	}	DEED.
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This Indenture, made the Seventh day of July, in the year of our Lord, one thousand eight hundred and forty-six, between Thomas Upham, of the town of Sand Lake, County of Rensselaer, and State of New York of the first part, and Stephen Warren, of the City of Troy and County of Rensselaer and State aforesaid, and Erastus Corning and John Townsend of the City and County of Albany, and State aforesaid, of the second part. WITNESSETH: That the said party of the first part, for and in consideration of the sum of Fifty Dollars, lawful money of the United States of America, to me in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quit-claimed, and by these presents do hereby remise, release, and forever quit-claim, unto the said parties of the second part, in their actual possession now being, and to their heirs and assigns forever, all that right and privilege of flowing by the waters of the Pond commonly called Crooked Lake, situate in the town of Sand Lake and County of Rensselaer and State aforesaid, all the lands bordering on said Lake, beginning at the line of Gilbert Bailey, and extending along the shores of said Lake, through all its various windings, to the line of Willard Foster, and which land is now owned and occupied by said Upham, which is now flowed or hereafter may be flowed by the waters of said Lake, by retaining the Dam at the outlet of said Lake, at the present height thereof.

In testimony whereof, I have hereunto set my hand and seal, the day and year above written.

THOMAS UPHAM. [L. S.]

*Signed, sealed and delivered
in the presence of*

A. A. LAPE.

State of New York, }
Rensselaer County, } ss.

On the 6th day of January, 1847, personally appeared before me Thomas Upham, to me known to be the same person named and described in, and who executed the within Instrument and acknowledged the due execution thereof.

MARCUS PECK. *Justice Peace.*

Recorded January 26th, 1847, at 30 minutes past Three o'clock p. m., in Rensselaer County Clerk's office, in book of Deeds No. 67, Pages 11 and 12.

A. H. SHELDON. *Clerk.*

ERASTUS CORNING AND OTHERS

TO

JOHN F. WINSLOW,

JOSEPH M. WARREN, and

JOHN KERR, Trustees &c.

Deed in Trust.

To all to whom these presents shall come or may concern: Whereas, the following conveyances have been heretofore executed and delivered to Erastus Corning and John Townsend, of the City of Albany, and Stephen Warren, late of the City of Troy, deceased, to wit: One conveyance by Rumsey Thompson, dated 10th March, 1846, recorded in Rensselaer County Clerk's office 13th August, 1846; one other conveyance by Gilbert Bailey, dated 27th December, 1845, recorded in the same office March 19th, 1846; one other conveyance by William Haughton, of the same date, and recorded in the same

office on the same day ; one other conveyance of the same date and recorded on the same day in the same office by Elijah Huntley ; one other conveyance of the same date recorded in the same office on the same day by Alexander Thompson ; one other conveyance executed by A. V. P. Gregory, dated 26th December, 1845, recorded in the same Clerk's office on the 19th day of March, 1846 : one other conveyance of the same date, recorded in the same office on the same day last mentioned by Henry Moul ; one other conveyance of the same date, recorded in the same office on the same day last aforesaid, by Samuel Wilkinson : one other conveyance dated 27th December, 1854, recorded in the Clerk's office aforesaid on the 19th March, 1846, by Ezekiel Upham ; one other conveyance, dated 7th July in the year 1845, recorded in the Clerk's office aforesaid the 26th January, 1847, by Thomas Upham : one other conveyance dated 9th January, 1846, recorded in the Clerk's office aforesaid the 7th day of April, 1847, by Joseph Belknap : one other conveyance dated 27th day of December, 1845, by Autus Lyman, of his interest in a certain ditch and privileges mentioned in an agreement dated 29th October, 1829, between said Autus Lyman and Wright Thorn, which last mentioned conveyance is not recorded as by the said several conveyances or the records thereof in the Clerk's office aforesaid, reference being thereunto had will more fully and at large appear : and whereas, the said conveyances, when made and executed to the said Erastus Corning, John Townsend, and Stephen Warren for the use and benefit as well of themselves as others, owners and occupants of mill privileges on the Stream called the Wynants Kill, in the County of Rensselaer, who are associated for the objects and purposes expressed in their articles of association, called the Wynants Kill Improvement Association, of which articles of association a copy is hereto an-

nexed, as a schedule to this conveyance, and to be deemed part and parcel thereof.

And whereas, an act was passed by the Legislature of the State of New York 21 April, 1846, entitled "An Act authorizing Trusts for the benefit of the Owners and Occupants of Mill Privileges on the Wynants Kill," and the property, rights and privileges described in the several conveyances hereinbefore mentioned and referred to, were conveyed to the said Erastus Corning, John Townsend, and Stephen Warren for the objects and purposes mentioned in this act, and the associates for whose use and benefit the same were conveyed have nominated John F. Winslow, Joseph M. Warren, and John Kerr as the Trustees to receive conveyances upon the trusts and for the objects mentioned and authorized by said act, and have requested said Erastus Corning and John Townsend, together with the executors of Stephen Warren, deceased (who by his will are empowered to convey real estate), to grant, release, and convey to the said Trustees the premises, rights, privileges, and franchises granted to the said Erastus, John, and Stephen, in and by said conveyances, and to be held by said Trustees upon the trusts and for the objects mentioned in, and authorized by said act.

And whereas, the said owners and occupants of mill privileges on the Wynants Kill, associated under the name of the Wynants Kill Improvement Association (for whose use and benefit said property, rights, and privileges in said conveyances mentioned are held), have agreed and in their articles of association directed that the Trustees nominated by them as aforesaid, or the survivors of them, shall relinquish the trust and execute a transfer of the property held by them to other Trustees, whenever other Trustees shall be nominated by the said Association, pursuant to their articles of association.

Now, in consideration of the premises, and of one dol-

lar paid to the said Erastus Corning, John Townsend, Martha C. Warren, Executrix, and Joseph Warren, William H. Warren, and John Paine, Executors of Stephen Warren, deceased, parties of the first part, they do by these presents grant, release, and convey to the said John F. Winslow, Joseph M. Warren, and John Kerr, Trustees for the owners and occupants of mill privileges on the Wynants Kill, associated under the name of the Wynants Kill Improvement Association, all and whatever right, title, interest, or estate they or either of them have in and to property, premises, privileges, and franchises described in and which are conveyed or granted in and by the several conveyances hereinbefore mentioned and referred to, to have and to hold the same, to them, the said John F., Joseph M., and John, the survivors and survivor, and to their successors upon the trusts and for the objects mentioned and allowed in and by the aforesaid act, and the said John F., Joseph M., and John hereby declare their acceptance of the trusts, and agree that they and each of them will execute a transfer of the trust property hereby conveyed to said person or persons, as shall be nominated Trustees in their places and stead, pursuant to the articles of association of the Wynants Kill Improvement Association, whenever required to do so.

In testimony whereof, the parties of the first part have hereunto set their hands and seals this day of in the year of , and the said Trustees have also subscribed their names and affixed their seals, to express their acceptance of the trusts aforesaid.

Sealed and delivered
in presence of

WM. H. WARREN,	[L. S.]
J. M. WARREN,	[L. S.]
ERASTUS CORNING,	[L. S.]
JOHN TOWNSEND,	[L. S.]
MARTHA C. WARREN,	[L. S.]
JOHN PAINE,	[L. S.]

State of New York, }
 City and County of Albany, } ss.

On the twenty-fourth of March, 1851, personally appeared before me Erastus Corning and John Townsend, to me known to be the persons described in and who executed the above instrument, and severally acknowledged the execution of the same for the uses and purposes therein mentioned.

JAMES HENRY, *Com. of Deeds.*

State of New York, City and }
 County of Albany, *Clerk's Office,* } ss.

I, Robert S. Lay, Clerk of the City and County, do hereby certify that James Henry, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument in writing, and endorsed thereon, was at the time of taking such proof or acknowledgment a Commissioner of Deeds in and for the county aforesaid, dwelling in the said county, and duly authorized to take the same; and that I am well acquainted with the handwriting of the said James Henry, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine, and that the said instrument is executed and acknowledged according to the laws of the State of New York.



In testimony whereof, I have hereunto set my hand and affixed my official seal, this 20th day of October, 1851.

R. S. LAY, *Clerk.*

State of New York, }
Rensselaer County, City of Troy, } ss.

On this 22d day of April, A. D. 1851, before me came William H. Warren, Joseph M. Warren, and John Paine, to me known to be the same persons described in, and who executed the foregoing instrument, and each severally acknowledged that they had executed the same as their act and deed.

JAMES FORSYTH, *Com. of Deeds,*
Troy.

State of Pennsylvania, }
City and County of Philadelphia, } ss.

I, George Griscom, a Commissioner for the State of New York, residing in the City of Philadelphia, in the County of Philadelphia, in the State of Pennsylvania aforesaid, do certify that on this twenty-third day of April, in the year one thousand eight hundred and fifty-one, at the said City and County of Philadelphia, personally appeared before me Martha C. Warren, who is to me personally known to be the individual described in, and who has executed the within instrument, and she then and there acknowledged to me that she executed the said instrument.



In witness whereof, I have hereunto set my hand and affixed my official seal at the City and County of Philadelphia, in the State of Pennsylvania, the 23d day of April, A. D. 1851, aforesaid.

GEO. GRISCOM,

*A Commissioner for the State
of New York.*

[Office No. 119 Walnut street, Phil.]

State of New York. }
 Secretary's Office. } ss.

I hereby certify that George Griscom, of Philadelphia, County of Philadelphia, and State of Pennsylvania, was at the time of taking the annexed acknowledgment a Commissioner for the State of New York, to take the proof and acknowledgment of deeds and other instruments to be used or recorded in this State, and to administer oaths and affirmations, pursuant to Chapter 270, Laws of 1850; and that such Commissioner was, at the time aforesaid, duly authorized to take the same; and that I have compared the signature of the said Commissioner to the certificate subjoined to the annexed instrument with the signature of such Commissioner deposited in this office, and have also compared the impression of the seal affixed to such certificate with the impression of the seal of such Commissioner deposited in this office, and I verily believe the signature and the impression of the seal to the said certificate to be genuine.



Witness my hand and seal of office, at the City of Albany, this sixteenth day of October, one thousand eight hundred and fifty-one.

A. G. JOHNSON,
Deputy Secretary of State.

Recorded October 21st, 1851, at 11 o'clock A. M., in Rensselaer County Clerk's Office, in Book of Deeds No. 81, page 36.

HENRY A. CLUM, *Clerk.*

WILLIAM SMITH 20 JOHN F. WINSLOW, JOSEPH M. WARREN AND JOHN KERR, TRUSTEES OF THE WYNANTS KILL IMPROVEMENT ASSOCIATION.	} DEED.
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This Indenture, made this 22d day of December, in the year of our Lord one thousand eight hundred and fifty-six, between William Smith, of the town of Sand Lake in the County of Rensselaer and State of New York, of the first part, and John F. Winslow, Joseph M. Warren, and John Kerr, Trustees for the owners and occupants of mill privileges on the Wynants Kill, associated under the name of the Wynants Kill Improvement Association, and their successors in office of the second part, WITNESSETH: That the said party of the first part, in consideration of the sum of two hundred dollars, to him duly paid, hath sold, and by these presents doth grant and convey to the said parties of the second part, and their successors in office, all that certain lot, piece, or parcel of land, situate, lying, and being in the town of Sand Lake, in the County of Rensselaer, being a part of the farm that Stephen Van Rensselaer conveyed to David Howe, and is bounded and described as follows, to wit: Beginning at a pile of stones placed where a soft maple tree formerly stood, the beginning point in the survey of the said "Howe Farm," and runs thence due south seventy-five links; then north eighty-eight degrees, west one chain; then south thirty-four degrees and fifteen minutes, west four chains and fifteen links; then south thirty-five degrees and fifteen minutes, east four chains and thirty-three links; then south seventeen degrees and thirty minutes, west seventy links; then north thirty-five degrees and fifteen minutes, west three chains and twenty links: then north forty-two de-

grees, west two chains and eighty links; then north sixty-three degrees and forty-five minutes, west three chains and seven links to the highest point of a large rock; thence due west two chains and eighty links; then south sixty-four degrees, west one chain and sixty links; then south forty-three degrees, west two chains; then north forty-five degrees, west one chain; then north twelve degrees, east one chain and thirty-six links; then north forty-seven degrees and fifteen minutes, east four chains and thirty-three links; then north eighty-five degrees and thirty minutes, east one chain and ninety-five links; then south seventy-two degrees, east seventy-five links, and then due east seven chains and eighty links to the place of beginning: Containing four acres of land—reserving the privilege to get muck whenever said Company shall draw off the water so that he can get it.

To have and to hold the said above described premises unto them, the said John F. Winslow, Joseph M. Warren, and John Kerr, Trustees as aforesaid, and the survivor and survivors, and to their successors in office, upon the trusts and for the objects mentioned and allowed in and by their act of incorporation.

With the appurtenances, and all the estate, title, and interest therein of the said party of the first part. And the said party of the first part doth hereby covenant and agree to and with the said parties of the second part, and their successors in office, that the premises thus conveyed, in the quiet and peaceable possession of the said parties of the second part, and their successors in office, will forever warrant and defend against any person whomsoever, lawfully claiming the same, or any part thereof, subject to the reservations aforesaid.

In witness whereof, the party of the first part hath hereunto set his hand and seal the day and year first above written.

WM. SMITH. [L. s.]

*Sealed and delivered
in the presence of*

State of New York, }
Rensselaer County, } ss.

On this ninth day of January, in the year one thousand eight hundred and fifty-seven, before me, the subscriber, appeared William Smith, to me personally known to be the same person described in and who executed the within instrument, and acknowledged that he executed the same.

THOMAS NEWELL, *Justice Peace.*

Recorded in the Clerk's office of the County of Rensselaer, the 10th day of February, 1857, at five hours and five minutes p. m., in Book No. 101 of Deeds, on page 300 and

JOHN P. BALL, *Clerk.*

MARGARET KNOWLSON, EXECUTRIX, AND	}	EXECUTORS' DEED.
JAMES S. KNOWLSON, THOMAS KNOWLSON,		
THEODORE KNOWLSON,		
EXECUTORS OF COL. RICHARD J. KNOWLSON,		
DECEASED, TO THE		
WYNANTS KILL IMPROVEMENT ASSOCIATION.		

This Indenture, made the fourth day of July, in the year of our Lord one thousand eight hundred and fifty-nine, between Margaret Knowlson, Executrix, and James S. Knowlson, Thomas Knowlson, and Theodore Knowlson, Executors of the last will and testament of Richard J. Knowlson, late of the town of Sand Lake, in the County of Rensselaer, deceased, parties of the first part, and the Trustees of the Wynants Kill Improvement Association, and their successors in office, parties of the second

part, WITNESSETH: That the said parties of the first part, by virtue of the power and authority to them given by the said last will and testament of the said Richard J. Knowlson, and for and in consideration of the sum of four thousand and five hundred dollars to them paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, and convey unto the said parties of the second part, and to their successors in office and assigns forever, all that certain farm, piece, or parcel of land and Lake, commonly called the "Glass Lake," situate, lying, and being in the town of Sand Lake, County and State aforesaid, being a part and parcel of the farm that said Richard J. Knowlson died seized and possessed, and is bounded and described as follows, to wit: Beginning at an iron bolt set in the easterly end of a large rock in the south line of the Glass House lot, now or formerly owned by A. R. & S. H. Fox, and runs thence south twelve degrees and fifteen minutes, east three chains and sixty-three links to a stake and stones: thence south thirty-three degrees, east three chains and seventy-five links to a marked hemlock tree; thence south nineteen degrees and forty-five minutes, east one chain and forty-four links, to a marked beech tree; thence due south one chain and thirty-eight links, to a marked white pine tree: thence south eighteen degrees, west one chain and forty-two links, to a stake and stones; thence south forty-four degrees and fifteen minutes, west four chains and fifty-four links, to a marked rock oak tree; thence south forty-seven degrees and fifteen minutes, west six chains and fifteen links, to a marked white pine tree; thence south thirty-seven degrees and forty-five minutes, west three chains and thirty links, to a stake and stones: thence south fifty-nine de-

grees and thirty minutes, west one chain and twenty links,
 to a marked pitch-pine tree; thence south eighty-five
 degrees and fifteen minutes, west three chains and fifteen
 links, to a stake and stones in a little run of water;
 thence south twenty degrees and forty-five minutes, east
 two chains and sixty links, to a stake and stones; thence
 south nine degrees and twenty minutes, west two chains,
 to a stake and stones; thence south thirty-six degrees
 and forty-five minutes, west three chains and fifty links,
 to a stake and stones; thence south six degrees, east
 three chains and fifteen links, to a stake and stones;
 thence south forty-six degrees and thirty minutes, east
 one chain and thirty-nine links, to a white pine tree;
 thence south five degrees and fifteen minutes, east two
 chains and eight links, to a black oak sapling and pile of
 stones; thence south eighteen degrees, west four chains and
 thirty links, to a stake and stones; thence south ten de-
 grees and thirty minutes, east two chains and fifty links,
 to a stake and stones; thence south four degrees and fif-
 teen minutes, west two chains and twenty-five links, to a
 stake and stones; thence south fifty-nine degrees and fif-
 teen minutes, east three chains and thirty links, to a stake
 and stones; thence south seventy degrees, east two chains
 and eighty-six links, to a marked hemlock tree; thence
 south fifty-nine degrees and forty-five minutes, east four
 chains and seventy-five links, to a marked ironwood sap-
 ling and stones; thence south eighty-two degrees and
 thirty minutes, east two chains and twenty links, to a
 stake and stones; thence south fifty-one degrees and fif-
 teen minutes, east ninety links, to a stake and stones;
 thence north two degrees, west three chains and thirty
 links, to a marked hickory tree; thence south eighty de-
 grees and thirty minutes, east four chains, to a stake and
 stones; thence south fifty-eight degrees, east two chains

and eighty-five links, to a stake and stones; thence south forty degrees and forty-five minutes, east three chains and sixty-four links, to a stake and stones; thence south twenty-one degrees and fifteen minutes, west one chain and six links, to a stake and stones; thence south seven degrees, east three chains and fifty-eight links, to a stake and stones; thence due east three chains, to a stake and stones; thence south sixty-seven degrees, east one chain and seventy-five links, to a marked elm tree; thence south forty-one degrees and forty-five minutes, east three chains and fifty links, to a stake and stones; thence south forty-nine degrees and twenty minutes, east two chains and thirty-three links, to a stake and stones; thence south twenty-eight degrees, east two chains and eighty links, to a stake and stones; thence south thirty-five degrees, east three chains and twenty links, to a stake and stones; thence south thirteen degrees and thirty minutes, east four chains and twenty-five links, to a stake at the north-west corner of Robert H. Lester's farm; thence along the same, south eighty-six degrees and forty-five minutes, east six chains and twenty links, to a marked chestnut tree standing west of the Albany and Sand Lake Plank Road; thence north four degrees and forty-five minutes, east two chains and sixty links, to a stake and stones in the west line of said Plank Road; thence along the west line thereof northerly, as it winds and turns till it intersects the lot now owned by Isaiah Knowlton; thence southwesterly along his lot, to the said Glass Lake at high water mark; thence westerly along said Glass Lake at high water mark, as it winds and turns along and in rear of the lots respectively owned by said Isaiah Knowlton, Thomas Newell, George Gabler, The estate of said Richard J. Knowlson, Widow Fox, District School lot, William Gabler, The estate of William Gabler, deceased,

Anthony Rush, Estate of Richard J. Knowlson, and A. R. & S. H. Fox, to the south side of "The Glass House Road;" thence westerly along the south side thereof, crossing the outlet of said Lake to the east side of the Glass House lot aforesaid; thence along the same southerly and westerly, and along said Glass Lake at high water mark, as it winds and turns to the place of beginning, containing about one hundred and fifty acres, be the same more or less, always excepting and reserving the right to fish in said Lake, and get ice and muck out of the same: also the right of way and passage across said premises to get wood and timber from their wood lot. And the said parties of the first part hereby grant and convey to the said Wynants Kill Improvement Association, parties of the second part, the right and privilege at all times to make, maintain, and repair the dam at the outlet of said Glass Lake. The term "*high water mark*" shall not be construed to mean any higher than the rights of the parties of the first part extend. The said parties of the first part also reserve the right and privilege, at all times, for their stock to graze and feed, and get water along the westerly shore of said Lake.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof.

All the estate, right, title, interest, property, possession, claim, and demand whatsoever, which the said testator had in his lifetime and at the time of his decease, and which the said parties of the first part have, by virtue of the said last will and testament, or otherwise, of, in, and to the above described premises, and every part and parcel thereof, with the appurtenances, to have and to hold forever. And the said parties of the first part, for them-

selves severally and not jointly, and for their respective heirs, executors, and administrators, do severally and not jointly covenant, promise, and agree, to and with the said parties of the second part, their successors in office, and assigns, that they have not made, done, committed, executed, or suffered any act or acts, thing or things whatsoever, whereby, or by means whereof, the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or encumbered, in any manner or way whatsoever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

MARGARET KNOWLSON, [L. S.]

JAS. S. KNOWLSON. [L. S.]

THOS. KNOWLSON. [L. S.]

THEODORE KNOWLSON. [L. S.]

*Scaled and delivered
in the presence of*

WILLIAM M. HORTON.

[The words "Links," "Oak," "Four chains and seventy-five links," and "Ice and" were interlined before execution.]

State of New York, }
Rensselaer County, } ss.

I certify that on the 8th day of July, 1859, before me appeared Margaret Knowlson, James S. Knowlson, Thomas Knowlson, and Theodore Knowlson, to me personally known to be the persons described in, and who executed the within deed and acknowledged the execution thereof.

WILLIAM M. HORTON, *Justice Peace.*

Recorded in the Clerk's office of the County of Rensselaer the 18th day of November, 1859, at 3 hours and 40 minutes P. M., in Book No. 110 of Deeds, on page 192 and

JOHN P. BALL, *Clerk.*

MARGARET KNOWLSON
TO THE
TRUSTEES OF THE
WYNANTS KILL IMPROVE-
MENT ASSOCIATION.

QUIT CLAIM DEED.

This Indenture, made this fourth day of July, one thousand eight hundred and fifty-nine, between Margaret Knowlson, widow of Col. Richard J. Knowlson, late of the town of Sand Lake, in the County of Rensselaer, deceased, party of the first part, and the Trustees of the "Wynants Kill Improvement Association," parties of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of ten dollars, to her duly paid, by the said parties of the second part, has bargained, sold, remised, and quit-claimed, and by these presents does bargain, sell, remise, and quit-claim unto the said parties of the second part, in their actual possession now being, and to their successors in office and assigns forever, all that certain Lake, commonly known and called by the name of the "*Glass Lake*," and lands surrounding it, being a part of the farm and premises that said Richard J. Knowlson died seized and possessed, situate, lying, and being in the town of Sand Lake aforesaid, and more particularly bounded and described in a certain indenture of deed made and executed by the said Margaret Knowlson as Executrix, and James S. Knowlson, Thomas Knowlson, and Theodore Knowlson as Executors, of the last will and testament of the

said Col. Richard J. Knowlson (now deceased) to the Trustees of said "*Wynants Kill Improvement Association*," and their successors in office, reference to said executors' deed which bears even date herewith, will more fully and at large appear, containing about one hundred and fifty acres, be the same more or less, always excepting and reserving the right to fish in said Lake, and get ice and muck out of the same: also the right of way and passage across said premises to get wood and timber from the wood lots belonging to said estate, lying southerly and westerly from said Lake, and the said party of the first part hereby grants and conveys to the said Wynants Kill Improvement Association, parties of the second part, the right and privilege at all times to make, maintain, and repair the Dam at the outlet of said "Glass Lake." The said party of the first part also reserve the right and privilege at all times for the stock to graze and feed and get water along the westerly shore of said Lake, with the appurtenances, and all the estate, title, and interest therein of the said party of the first part.

In witness whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

MARGARET KNOWLSON. [L. s.]

*Scaled and delivered
in presence of*

WILLIAM M. HORTON.

State of New York, }
Rensselaer County, } ss.

On this eighth day of July, in the year one thousand eight hundred and fifty-nine, before me, the subscriber, appeared Margaret Knowlson, to me personally known to be the same person described in, and who executed the

within instrument, and acknowledged that she executed the same.

WILLIAM M. HORTON, *Justice Peace.*

Recorded in the Clerk's Office of the County of Rensselaer the 18th day of November 1859, at 3 hours and 40 minutes P. M., in book No. 110 of Deeds, on Page 194, &c.

JOHN P. BALL, *Clerk.*

✓ ROBERT C. LESTER AND WIFE }
TO THE TRUSTEES OF THE } DEED.
WYNANTS KILL IMPROVEMENT }
ASSOCIATION. }

This Indenture, made this seventh day of September, one thousand eight hundred and fifty-nine, between Robert C. Lester and Hannah his wife, of the town of Sand Lake, in the County of Rensselaer and State of New York, parties of the first part, and The Trustees of "The Wynants Kill Improvement Association," parties of the second part. WITNESSETH: That the said parties of the first part, for and in consideration of the sum of twenty-five dollars, to them duly paid, by the said parties of the second part, hath bargained, sold, remised and quit-claimed, and by these presents, doth bargain, sell, remise and quit-claim, unto the said parties of the second part, in their actual possession now being, and to their successors in office and assigns forever, the right and privilege at all times hereafter to dig, trench, excavate, repair, and improve the ditch or outlet of the Lake, commonly called and known by the name of the "*Crooked Lake*," where the said ditch now passes through the lands of the said Lester, commonly known as the "*Johnson Farm*," and to have and enjoy all the rights and privileges, as the said Association have heretofore, in improving said ditch and

outlet: but the stones that shall and may be thrown out of said ditch in repairing or making the same shall be removed and taken off the premises by the said Trustees or their successors in office, so that the mowing or cultivation of the same shall not be obstructed thereby.

With the appurtenances, and all the estate, title, and interest therein of the said parties of the first part.

In witness whereof the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

ROBERT C. LESTER, [L. S.]

HANNAH LESTER. [L. S.]

*Scaled and delivered
in presence of*

WILLIAM M. HORTON.

State of New York,)
Rensselaer County. } ss.

On this first day of October, in the year one thousand eight hundred and fifty-nine, before me, the subscriber, appeared Robert C. Lester and Hannah his wife, to me personally known to be the same persons described in and who executed the within instrument, who severally acknowledged that they executed the same; and the said Hannah, on a private examination by me, apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

WILLIAM M. HORTON, *Justice Peace.*

Recorded in the Clerk's Office of the County of Rensselaer the 18th day of November, 1859, at 3 hours and 40 minutes P. M. in Book No. 110 of Deeds, on Page 191 and

JOHN P. BALL, *Clerk.*

✓ FRANCIS FOSTER AND WIFE,
AND
ROBERT C. LESTER AND WIFE,
TO THE
TRUSTEES OF THE WYNANTS KILL
IMPROVEMENT ASSOCIATION. } DEED.

This Indenture, made this seventh day of September, one thousand eight hundred and fifty-nine, between Francis Foster and Sarah his wife, and Robert C. Lester and Hannah his wife, of the town of Sand Lake, in the County of Rensselaer and State of New York, parties of the first part, and the Trustees of "The Wynants Kill Improvement Association," parties of the second part, WITNESSETH: That the said parties of the first, for and in consideration of three hundred dollars, to them duly paid, by the said parties of the second part, hath bargained, sold, remised, and quit-claimed, and by these presents doth bargain, sell, remise, and quit-claim unto the said party of the second part, in their actual possession now being, and to their successors in office and assigns forever, the right and privilege at all times hereafter to use and overflow so much of the farm now owned by the parties of the first part, and occupied by Willard Foster, Esq., with the waters of that certain Lake commonly called and known by the name of "The Crooked Lake," as shall be inundated by the waters of said Lake, to the height of the present Dam. That is to say, the Trustees of said Association, and their successors in office, shall have the right and privilege to overflow, use, and occupy so much of the lands and premises with the waters of said Crooked Lake as they heretofore have, with the privilege at all times to build, rebuild, and repair the Dam and race-way where they now are, at the outlet of said Lake, and also the right and privilege at all times to

excavate, dig, and trench and improve the outlet of said Lake, where the present ditch is; with the privilege of drawing down the waters of said Lake as low as they, the parties of the second part, may see fit.

With the appurtenances, and all the estate, title, and interest therein of the said parties of the first part.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

FRANCIS FOSTER, [L. S.]

SARAH E. FOSTER, [L. S.]

ROBERT C. LESTER, [L. S.]

HANNAH LESTER. [L. S.]

*Sealed and delivered,
in presence of*

WILLIAM M. HORTON.

State of New York. }
Rensselaer County. } ss.

On this 1st day of October in the year one thousand eight hundred and fifty-nine, before me, the subscriber, appeared Francis Foster and Sarah his wife, and Robert C. Lester and Hannah his wife, to me personally known to be the same persons described in, and who executed the within instrument, who severally acknowledged that they executed the same; and the said Sarah and Hannah, on a private examination by me apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

WILLIAM M. HORTON, *Justice Peace.*

Recorded in the Clerk's Office of the County of Rensselaer, the 18th day of November, 1859, at 3 hours and 40 minutes p. m., in Book No. 110 of Deeds, on page 195 &c.

JOHN P. BALL, *Clerk.*

WILLIAM E. GABELER AND WIFE	}	DEED.
TO		
JOHN F. WINSLOW, JOSEPH M. WARREN,		
AND JOHN KERR.		
TRUSTEES OF THE "WYNANTS KILL IMPROVEMENT ASSOCIATION."	}	

This Indenture, made this fifteenth day of April, one thousand eight hundred and sixty-one, between William E. Gabeler and Elizabeth Gabeler his wife, of Glass House Village, in the town of Sand Lake, in the County of Rensselaer and State of New York, parties of the first part, and John F. Winslow, Joseph M. Warren, and John Kerr, Trustees of the Wynantskill Improvement Association, parties of the second part. WITNESSETH: That the said parties of the first part, for and in consideration of the sum of one hundred and ten dollars, to them duly paid, by the said parties of the second part, have bargained, sold, remised, and quit-claimed, and by these presents do bargain, sell, remise, and quit-claim unto the said parties of the second part, in their actual possession now being, and to their successors in office and assigns forever, all that part of the lot now owned, occupied, and possessed by the said William E. Gabeler, situate, lying, and being in Glass House Village, in the town of Sand Lake aforesaid, and adjoining the "*Glass Lake*," which will be overflowed by the waters of said "*Glass Lake*," by the making and forever maintaining by said Association and their successors, a Dam at the outlet of said "*Glass Lake*," the apron or top thereof, over which the surplus waters are to flow and be discharged from said "*Glass Lake*," is to be the same height, horizontal to, and to correspond with the line or level run by Burton A. Thomas in the year 1860, which said sum of one hundred and ten dollars is in full satisfaction and payment

of all damages heretofore sustained, or hereafter to be sustained by the said William E. Gabeler, his heirs and assigns, on, in, or to the said lot now owned by said William E. Gabeler, or to the appurtenances or hereditaments thereunto belonging, or in any wise appertaining, or in any wise howsoever, by the erecting and forever maintaining a dam at the outlet of said "*Glass Lake*" as aforesaid. The said William E. Gabeler, his heirs or assigns, are to forever make and maintain a good and sufficient line or division fence between the lot and premises hereby conveyed, and the lot still owned by him, the said William E. Gabeler.

A stone post or monument five feet long is to be set on the "*Island*," perpendicular, and located under the direction of Burton A. Thomas, and is to stand in a flagging stone imbedded in the Island, and resting upon mason-work to render it substantial and permanent; the top of which post or monument is to be same height that said Association shall have a right to make and forever maintain the said dam or apron thereof, at the outlet of said Lake, according to the true intent and meaning of this writing.

With the appurtenances, and all the estate, title, and interest therein of the said parties of the first part.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

WILLIAM E. GABELER, [L. S.]

ELIZABETH GABELER. [L. S.]

*Sealed and delivered
in presence of*

BURTON A. THOMAS.

[The words "*and ten*" were interlined before execution.]

State of New York, }
Rensselaer County, } ss.

On this first day of May, in the year one thousand eight hundred and sixty-one, before me, the subscriber, appeared William E. Gabeler and Elizabeth Gabeler his wife, to me personally known to be the same persons described in, and who executed the within instrument, who severally acknowledged that they executed the same: and the said Elizabeth Gabeler, on a private examination by me apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

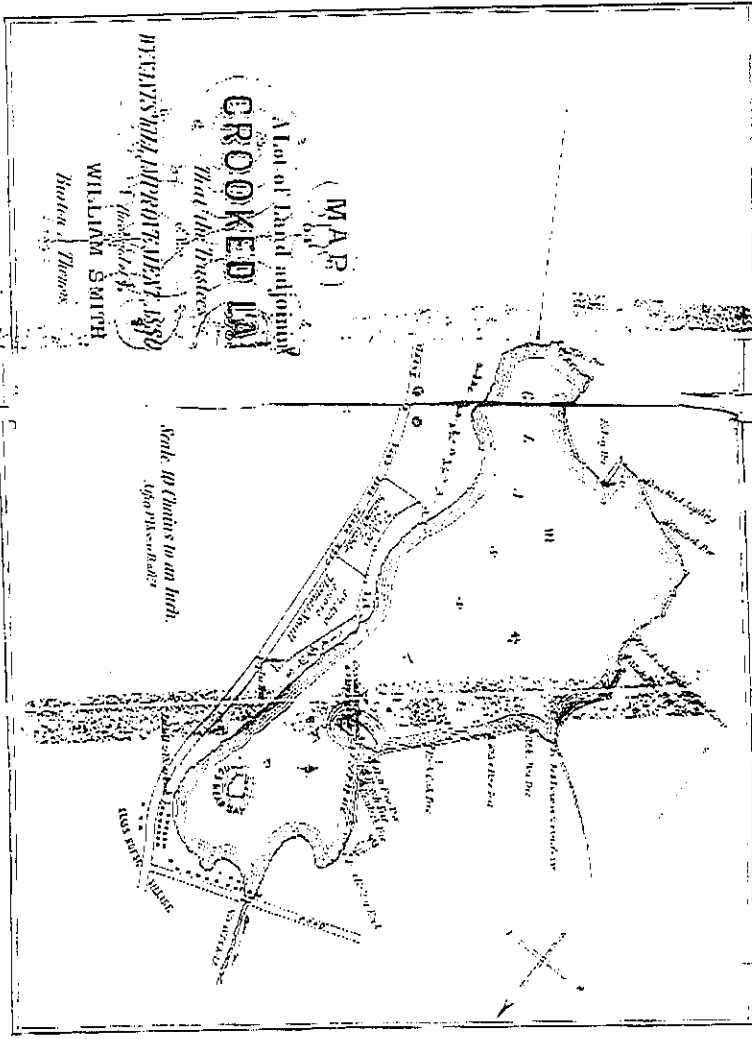
BURTON A. THOMAS, Notary Public,
Rensselaer County, N. Y.

THOMAS NEWELL AND WIFE	}	DEED.
TO		
JOHN F. WINSLOW, JOSEPH M. WARREN,		
AND		
JOHN KERR,		
TRUSTEES OF WYNANTS KILL	}	
IMPROVEMENT ASSOCIATION.		

This Indenture, made this fifteenth day of April, one thousand eight hundred and sixty-one, between Thomas Newell and Emeline Newell his wife, of the Glass House Village, in the town of Sandlake, in the County of Rensselaer and State of New York, parties of the first part, and John F. Winslow, Joseph M. Warren, and John Kerr, Trustees of the Wynants Kill Improvement Association, parties of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of two hundred dollars, to them duly paid by the said parties of the second part, have bargained, sold, remised, and quit-claimed, and by these presents do bar-

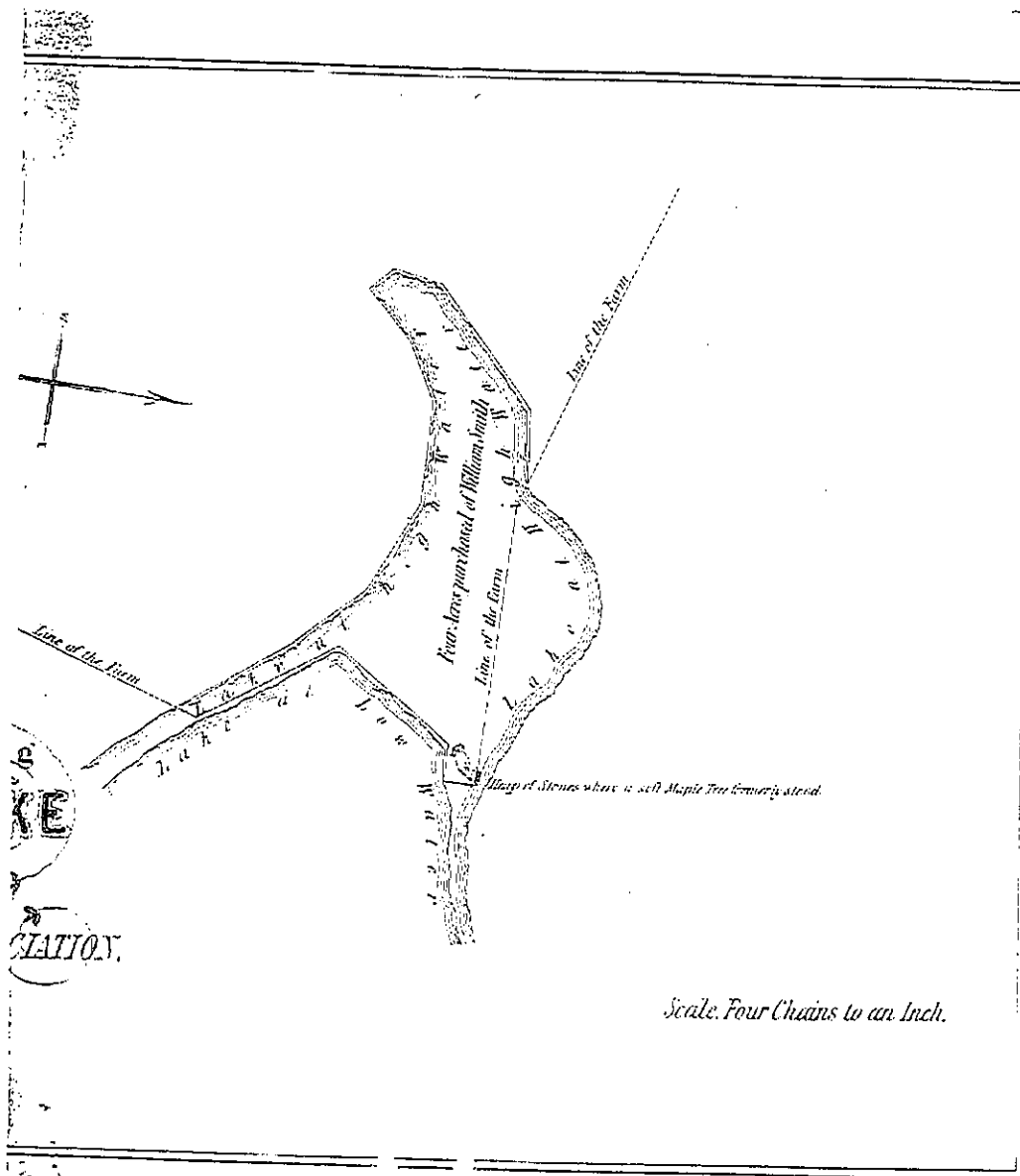
gain, sell, remise, and quit-claim unto the said parties of the second part, and to their successors in office, heirs, and assigns forever, all that part of the lot now owned, occupied and possessed by the said Thomas Newell, situate, lying and being in the *Glass House* Village, in the town of Sand Lake, in the County of Rensselaer aforesaid, and adjoining the "*Glass Lake*," which will be overflowed by the waters of said "*Glass Lake*," by the making and forever maintaining, by said Association and their successors, a Dam at the outlet of said "*Glass Lake*," the apron or top thereof, over which the surplus waters are to flow and be emptied and be discharged from said "*Glass Lake*," is to be the same height, horizontal to, and to correspond with the line or level run by Burton A. Thomas in the year 1860; which said sum of two hundred dollars is in full satisfaction and payment of all damages heretofore sustained, and hereafter to be sustained by said Thomas Newell, his heirs and assigns, on, in, or to his said lot, the buildings thereon, and the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, or in any other wise howsoever, by the erecting and forever maintaining a Dam at the outlet of said Glass Lake as aforesaid. The said Thomas Newell, his heirs or assigns, is to make and forever maintain a good and sufficient line fence between the lands and premises hereby conveyed, and the remainder of the lot and premises still owned by him, the said Thomas Newell, the party of the first part.

A stone post or monument five feet long is to be set on the "*Island*" perpendicular, and located under the direction of Burton A. Thomas, and is to stand on a "*flag stone*" imbedded in the Island, and resting upon mason-work to render it substantial and permanent: the top of which post or monument shall be the same height that the said



(MAP)
A lot of Land adjoining
CROOKED LAKE
that the Trustees
of the
WILLIAM SMITH
Bristol, Phoenix

Note: 10 Chains to an Inch.
Scale 10 Chains to an Inch.



Association shall have a right to make and forever maintain the apron of said Dam at the outlet of said "Glass Lake," according to the true intent and meaning of this writing.

With the appurtenances, and all the estate, title, and interest therein of the said parties of the first part.

In witness whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

THOMAS NEWELL, [L. S.]

EMELINE NEWELL. [L. S.]

*Sealed and delivered
in the presence of*
BURTON A. THOMAS.

[The words "*his heirs or assigns*" were interlined before execution.]

State of New York,)
Rensselaer County, } ss.

On this first day of May, in the year one thousand eight hundred and sixty-one, before me, the subscriber, appeared, Thomas Newell and Emeline Newell, his wife, to me personally known to be the same persons described in, and who executed the within instrument, who severally acknowledged that they executed the same; and the said Emeline Newell, on a private examination by me, apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

BURTON A. THOMAS, Notary Public,
Rensselaer County, N. Y.

✓ CEDONIA A. GABELER TO JOHN F. WINSLOW, JOSEPH M. WARREN AND JOHN KERR, TRUSTEES OF "WYNANTS KILL IMPROVEMENT ASSOCIATION."	} DEED.
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This Indenture, made this fifteenth day of April, one thousand eight hundred and sixty-one, between Cedonia A. Gabeler, of Glass House Village, in the town of Sand Lake, in the County of Rensselaer and State of New York, party of the first part, and John F. Winslow, Joseph M. Warren and John Kerr, Trustees of the Wynantskill Improvement Association, parties of the second part. WITNESSETH: That the said party of the first part, for and in consideration of twenty dollars to her duly paid, by the said parties of the second part, has bargained, sold, remised, and quit-claimed, and by these presents does bargain, sell, remise and quit-claim unto the said parties of the second part, and to their successors in office and assigns forever, all that part of the lot now owned, occupied and possessed by the said Cedonia A. Gabeler, situate, lying and being in said Glass House Village, in the town of Sand Lake aforesaid, and adjoining the "Glass Lake," by the making and forever maintaining by said Association and their successors, a Dam at the outlet of said "Glass Lake," the Apron or top thereof, over which the surplus waters are to flow and be discharged from said "Glass Lake," is to be the same height, horizontal to, and to correspond with the line or level run by Burton A. Thomas, in the year 1860. Which said sum of twenty dollars, is in full satisfaction and payment of all damages heretofore sustained or hereafter to be sustained, by the said Cedonia A. Gabeler, her heirs and

assigns, on, in or to her said lot or cellar thereon, or any other cellar that may, hereafter, be made thereon, or in any otherwise howsoever, by the erecting and forever maintaining a Dam at the outlet of said Glass Lake as aforesaid. A stone post or monument five feet long, is to be set on the "Island" perpendicular, and located under the direction of Burton A. Thomas, and is to stand on a "flagging" stone imbedded in the Island and resting upon mason work, to render it substantial and permanent, the top end of which post or monument is to be the same height that the said Association shall have a right to make, and forever maintain the Dam at the outlet of said Glass Lake; and the apron thereof, according to the true intent and meaning of this writing.

With the appurtenances, and all the estate, title, and interest therein, of the said party of the first part.

In witness whereof, the said party of the first part, has hereunto set her hand and seal the day and year first above written.

CEDONIA A. GABELER. [L. S.]

*Sealed and delivered
in the presence of
BURTON A. THOMAS.*

State of New York, }
Rensselaer County, } ss.

On this first day of May, in the year one thousand eight hundred and sixty-one, before me, the subscriber, appeared Cedonia A. Gabeler, to me personally known to be the same person described in, and who executed the within instrument, and acknowledged that she executed the same.

BURTON A. THOMAS, Notary Public,
Rensselaer Co., N. Y.

✓ GEORGE GABELER AND WIFE TO JOHN F. WINSLOW, JOSEPH M. WARREN, AND JOHN KERR, TRUSTEES OF THE "WYNANTS KILL IMPROVEMENT ASSOCIATION."	}	DEED.
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This Indenture, made this fifteenth day of April, one thousand eight hundred and sixty-one, between George Gabeler and Emily Gabeler his wife, of Glass House Village, in the town of Sand Lake, in the County of Rensselaer and State of New York, parties of the first part, and John F. Winslow, Joseph M. Warren, and John Kerr, Trustees of the Wynants Kill Improvement Association, parties of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of thirty dollars, to them duly paid, by the said parties of the second part, have bargained, sold, remised, and quit-claimed, and by these presents do bargain, sell, remise, and quit-claim unto the said parties of the second part, and to their successors in office and assigns forever, all that part of the lot now owned, occupied, and possessed by the said George Gabeler, situate, lying, and being in Glass House Village, in the town of Sand Lake and County of Rensselaer aforesaid, and adjoining the "*Glass Lake*," which will be overflowed by the waters of said "*Glass Lake*," by the making and forever maintaining by said Association and their successors, a Dam at the outlet of said Glass Lake; the apron or top thereof, over which the surplus waters are to flow and be discharged from said "*Glass Lake*," is to be the same height, horizontal to, and to correspond with the line or level run by Burton A. Thomas in the year 1860, which said sum of thirty dollars is in full satisfaction and payment of all damages heretofore sustained, and hereafter to be sustained by said

George Gabeler, his heirs and assigns, on, in, or to his said lot and hereditaments and appurtenances thereunto belonging, or in any wise appertaining, or in any wise howsoever, by the erecting and forever maintaining a Dam at the outlet of said "*Glass Lake*" as aforesaid. The said George Gabeler, his heirs and assigns, are to make and forever maintain a good and sufficient line, partition, or division fence between the premises hereby conveyed, and the remainder of the lot still owned by the said party of the first part. A stone post or monument five feet long is to be set on the *Island*, perpendicular, and located under the direction of Burton A. Thomas, and is to stand on a flag stone imbedded in the *Island*, and resting upon mason-work to render it substantial and permanent, the top of which post or monument shall be the same height that the said Association shall have a right to make and forever maintain the apron of said Dam, at the outlet of said "*Glass Lake*," according to the true intent and meaning of this writing.

With the appurtenances, and all the estate, title, and interest therein of the said parties of the first part.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

GEORGE GABELER. [L. S.]

EMILY GABELER. [L. S.]

*Sealed and delivered
in the presence of*

BURTON A. THOMAS.

State of New York, }
Rensselaer County, } ss.

On this first day of May, in the year one thousand eight hundred and sixty-one, before me, the subscriber, appeared George Gabeler and Emily Gabeler his wife,

to me personally known to be the same persons described in and who executed the within instrument, who severally acknowledged that they executed the same; and the said Emily Gabeler, on a private examination by me apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

BURTON A. THOMAS, Notary Public,
Rensselaer County, N. Y.

EZRA W. KNOWLTON AND WIFE
 TO
 HENRY S. RANKIN,
 WILLIAM F. BURDEN, AND
 JOSEPH W. SMART,
 TRUSTEES, &c.

DEED.

This Indenture, made this eighteenth day of ^{January} February, in the year of our Lord one thousand eight hundred and sixty-three, between Ezra W. Knowlton and Elizabeth A. Knowlton his wife, of Glass House Village, in the town of Sand Lake, in the County of Rensselaer, and State of New York, parties of the first part, and Henry S. Rankin, William F. Burden, and Joseph W. Smart, Trustees of the Wynants Kill Improvement Association, parties of the second part, WITNESSETH: That the said parties of the first part, in consideration of the sum of fifty dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have bargained, sold, remised, and quit-claimed, and by these presents do bargain, sell, remise, and quit-claim unto the said parties of the second part, and to their successors in office and assigns forever, all that part of the lot now owned and occupied by said Ezra W. Knowlton, situate, lying, and being in the

"Glass House Village," in the town of Sand Lake and County of Rensselaer aforesaid, and adjoining the "Glass Lake" (being the same lot that said Ezra W. Knowlton purchased of Albert R. Fox and wife by deed dated the first day of August, 1862), that will be overflowed by the waters of said "Glass Lake," by the making and forever maintaining by said Association and their successors and assigns, a Dam at the outlet of said "Glass Lake," the apron or top thereof and over which the surplus waters are to flow and be discharged from said "Glass Lake" shall be of a height horizontal with the top of a granite monument erected on the Island in said Glass Lake, and set up under the direction of Burton A. Thomas, corresponding with and on a level with a survey made by said Burton A. Thomas, in the year 1860, which said sum of fifty dollars is in full satisfaction and payment of all damages heretofore sustained by said Ezra W. Knowlton, his heirs or assigns, on, in, or to the whole of his said lot and the cellar thereon, or any other cellar, excavation, or erection that may hereafter be made thereon, or to the buildings now on, or that may hereafter be erected thereon, or to any appurtenances or hereditaments unto said lot belonging or in any wise appertaining, by the erecting and forever maintaining a Dam at the outlet of said Glass Lake of the height aforesaid. The said Ezra W. Knowlton, his heirs or assigns, is to make and forever maintain a good and sufficient line or partition fence between the lands hereby intended to be conveyed, and the remainder of the lot still owned by the said Ezra W. Knowlton. It is, however, provided that the storehouse now standing on a portion of said lot, and the lands under it, belong to said Ezra W. Knowlton, his heirs and assigns, although the water may flow into the cellar thereof. Together

with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever, of the said parties of the first part, either in law or equity, of, in, and to the above bargained premises, with the said hereditaments and appurtenances, to have and to hold the said described premises and privileges, to the said parties of the second part, their successors and assigns, to the sole and only proper benefit and behoof of the said parties of the second part, their successors and assigns forever.

In witness whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

E. W. KNOWLTON. [L. s.]
ELIZABETH A. KNOWLTON, [L. s.]

*Sealed and delivered
in the presence of*
BURTON A. THOMAS.

State of New York, }
Rensselaer County, } ss.

On this eighteenth day of February, in the year one thousand eight hundred and sixty-three, before me appeared Ezra W. Knowlton and Elizabeth A. Knowlton his wife, to me personally known to be the same persons described in and who executed the foregoing instrument, who severally acknowledged that they executed the same; and the said Elizabeth A. Knowlton, on a private examination by me, apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

BURTON A. THOMAS, Notary Public,
Rensselaer County, N. Y.

SAMUEL RUSH AND WIFE TO HENRY S. RANKIN, WILLIAM F. BURDEN, JOSEPH W. SMART, TRUSTEES OF WYNANTS KILL IMPROVEMENT ASSOCIATION.	}	DEED.
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This Indenture, made this sixteenth day of March, in the year of our Lord one thousand eight hundred and sixty-three, between Samuel Rush and Rebecca Rush his wife, of the town of North Greenbush, in the County of Rensselaer and State of New York, parties of the first part, and Henry S. Rankin, William F. Burden, and Joseph W. Smart, Trustees of the Wynants Kill Improvement Association, parties of the second part. WITNESSETH: That the said parties of the first part, in consideration of the sum of fifty dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have bargained, sold, remised, and quit-claimed, and by these presents do bargain, sell, remise, and quit-claim unto the said parties of the second part, and to their successors and assigns forever, all that part of the lot now owned by the said Samuel Rush, situate, lying, and being in the Glass House Village, in the town of Sand Lake and County of Rensselaer aforesaid, and adjoining the "*Glass Lake*," that will be overflowed by the waters of said Glass Lake, by the making and forever maintaining by said Association, and their successors and assigns, a dam at the outlet of said Glass Lake, the apron or top thereof, and over which the surplus waters are to flow and be discharged from said Glass Lake, shall be of a height horizontal with the top of a granite monument erected on the Island in said Glass Lake, and set up under the direction of Burton A. Thomas, corresponding

with and on a level with a survey made by said Burton A. Thomas in the year 1860, which said sum of fifty dollars is in full satisfaction and payment of all damages heretofore sustained by said Samuel Rush, his heirs or assigns, on, in, or to the whole of said lot and the cellar thereon, or any other cellar, excavation, or erection that may hereafter be made thereon, or to the buildings now on, or that may hereafter be erected thereon, or to any appurtenances or hereditaments unto said lot belonging or in any wise appertaining, by the erecting and forever maintaining a Dam at the outlet of said Glass Lake, of the height aforesaid. The said Samuel Rush, his heirs or assigns, is to make and forever maintain a good and sufficient line or partition fence between the lands hereby intended to be conveyed and the remainder of the lot still owned by the said Samuel Rush. Together with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever, of the said parties of the first part, either in law or equity, of, in, and to the above bargained premises, with the said hereditaments and appurtenances, to have and to hold, the said described premises and privileges, to the said parties of the second part, their successors, heirs, and assigns, to the sole and only proper benefit and behoof of the said parties of the second part, their successors, heirs, and assigns, forever.

In witness whereof, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

SAMUEL RUSH, [L. S.]
REBECCA RUSH, [L. S.]

*Sealed and delivered
in the presence of*
BURTON A. THOMAS.

State of New York, }
Rensselaer County, } ss.

On this sixteenth day of March, in the year one thousand eight hundred and sixty-three, before me appeared Samuel Rush and Rebecca Rush his wife, to me personally known to be the same persons described in and who executed the foregoing instrument; and the said Rebecca Rush, on a private examination by me, apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

BURTON A. THOMAS, Notary Public,
Rensselaer County, N. Y.

HENRY S. RANKIN, WILLIAM F. BURDEN, JOSEPH W. SMART, TRUSTEES, &c., TO THOMAS NEWELL.	DEED.
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This Indenture, made this tenth day of March, in the year of our Lord one thousand eight hundred and sixty-three, between Henry S. Rankin, William F. Burden, and Joseph W. Smart, Trustees of the Wynants Kill Improvement Association, parties of the first part, and Thomas Newell, of the town of Sand Lake, in the County of Rensselaer and the State of New York, party of the second part. WITNESSETH: That the said parties of the first, in consideration of the sum of two hundred dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have bargained, sold, remised, and quit-claimed, and by these presents do bargain, sell, remise, and quit-claim unto the said party of the second part, and to his heirs and assigns, forever, all that certain lot, piece, or parcel of land situate, lying and being in the

town of Sand Lake, in the County of Rensselaer aforesaid, being a part of the same premises that said Association purchased of James S. Knowlson and others, Executors of the last will and testament of Col. Richard J. Knowlson, late of the town of Sand Lake, in the County of Rensselaer, deceased, by deed dated the fourth day of July, 1859, and recorded in the Rensselaer County Clerk's office, in Book of Deeds No. 110, on page 192, &c., and is bounded and described as follows, to wit: Beginning at a post in the wall at the west side of the Albany and Sand Lake Plank Road, standing at the south side of a little run of water, which said post bears south seventy-seven degrees, and fifteen minutes east, distant twelve links from a poplar tree: and runs thence north seventy-seven degrees and fifteen minutes, west ninety-three links, to a stake and stones standing south of said run of water, which said stake and stones bears south thirty-eight degrees and thirty minutes, east twenty-six links from a large elm tree: thence south nineteen degrees and ten minutes, west two chains and seventy links, to a stake and stones that bears south seventy-nine degrees and thirty minutes, east distant eighty-eight links from another large elm tree; thence south thirty degrees and fifteen minutes, west seven chains and thirty links, to a stake and stones: thence south fourteen degrees, east four chains and sixteen links, to a stake and stones: thence south eighty-three degrees, east three chains and eighty-five links, to a stake in the wall at the west side of said Plank Road: thence along the west side thereof, north five degrees and forty-five minutes, east three chains and ninety-five links; thence north three degrees, east six chains and eighty-three links; and thence north one degree and forty-five minutes, west two chains and forty links, to the place of

beginning, containing four and a half acres of land, subject to the saturation and soakage of the waters of the Glass Lake, when dammed and raised to any height that said Association may see fit to raise the same, but not to be overflowed by the waters of said Lake.

Also, that certain other lot, piece, or parcel of land, being part of the premises that said Association purchased of the Executors of Col. Richard J. Knowlson, deceased, and is bounded and described as follows: Beginning at the west side of said Albany and Sand Lake Plank Road, and in the south line of the Philo Clark lot (now owned by Jacob A. Carr), eighteen feet westerly from his southeast corner, and runs thence south fourteen degrees, east sixty feet; thence south sixty-one degrees and forty-five minutes, west forty feet; thence north fourteen degrees, west sixty feet, to said Jacob A. Carr's south line; and thence north sixty-one degrees and forty-five minutes, east forty feet, to the place of beginning; subject to be overflowed by the waters of said Glass Lake, when dammed and raised to any height that said Association may see fit to raise said Lake.

This conveyance is made upon the express understanding and agreement by and between said parties, that, so long as the said Association owns the lands adjoining the above described lots, or either of them, he, the said Newell, his heirs or assigns, shall make and maintain a good and substantial line or partition fence between the said lots and the adjoining lands of said Association.

Together with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand what-

soever, of the said parties of the first part, either in law or equity, of in and to the above bargained premises, with the said hereditaments and appurtenances, to have and to hold the said described lots of land, to the said party of the second part, his heirs and assigns, to the sole and only proper benefit and behoof of the said party of the second part, his heirs and assigns, forever.

In witness whereof the parties of the first part have hereunto set their hands and seals, the day and year first above written.

HENRY S. RANKIN, *Trustee*. [L. s.]

JOSEPH W. SMART, *Trustee*. [L. s.]

WM. F. BURDEN, *Trustee*. [L. s.]

*Sealed and Subscribed
in the presence of*

BURTON A. THOMAS.

State of New York,)
Rensselaer County,) ss.

On this tenth day of March, one thousand eight hundred and sixty-three, before me appeared Henry S. Rankin, William F. Burden, and Joseph W. Smart, Trustees, to me personally known to be the same persons described in, and who executed the foregoing instrument and acknowledged that they executed the same.

BURTON A. THOMAS, Notary Public,
Rensselaer County, N. Y.

HENRY S. RANKIN,
 WILLIAM F. BURDEN, JOSEPH W. SMART,
 TRUSTEES, &c.,
 TO
 WILLIAM E. GABELER.

DEED.

- This Indenture, made this tenth day of March, one thousand eight hundred and sixty-three, between Henry S. Rankin, William F. Burden, and Joseph W. Smart, Trustees of the Wynants Kill Improvement Association, parties of the first part, and William E. Gabeler, of Glass House Village, in the town of Sand Lake, in the County of Rensselaer and State of New York, party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of one hundred and ten dollars, to them duly paid by the said party of the second part, have bargained, sold, remised, and quit-claimed, and by these presents do bargain, sell, remise, and quit-claim unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece, or parcel of land, situate, lying, and being in the town of Sandlake, in the County of Rensselaer aforesaid, being a part of the same premises that the said Association purchased of James S. Knowlson and others, executors of the last will and testament of Col. Richard J. Knowlson, late of the town of Sand Lake, in the County of Rensselaer, deceased, by their certain indenture of Deed, by them severally executed, bearing date the fourth day of July, 1859, and recorded in the Rensselaer County Clerk's Office, in book of Deeds No. 110, on page 192, &c., and is bounded and described as follows, to wit: Beginning at a stake in the wall at the west side of the Albany and Sand Lake Plank Road, and at the

southeast corner of the lot this day conveyed to Thomas Newell, and runs thence along his south line north eighty-three degrees, west three chains and eighty-five links to a stake and stones; thence south fourteen degrees, east two chains and eighty-four links, to a stake and stones; thence south three degrees and thirty minutes, west four chains, to a stake and stones; thence south twenty-nine degrees, west three chains and ten links, to a stake and stones; thence south eighty-six degrees and fifty minutes, east three chains and ninety links, to a stake in the wall at the west side of said Plank Road; thence along the west side thereof north four degrees, east three chains and twenty-five links; and thence north seven degrees and thirty minutes, east six chains to the place of beginning, containing two and three-fourths acres of land. The said William E. Gabeler, his heirs or assigns, are to make and forever maintain a good and substantial line or partition fence, between the lot hereby conveyed and the adjoining lands still owned by said Association, with the appurtenances and all the estate, title, and interest therein of the said parties of the first part.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

HENRY S. RANKIN, *Trustee*. [L. s.]

JOSEPH W. SMART, *Trustee*. [L. s.]

WM. F. BURDEN, *Trustee*. [L. s.]

Scaled and delivered
in the presence of
 BURTON A. THOMAS.

State of New York. }
Rensselaer County, } ss.

On this tenth day of March, in the year one thousand eight hundred and sixty-three, before me, the subscriber, appeared Henry S. Rankin, William F. Burden, and Joseph W. Smart, Trustees, &c., to me personally known to be the same persons described in and who executed the within instrument and acknowledged that they executed the same.

BURTON A. THOMAS, Notary Public,
Rensselaer County, N. Y.

<hr/> PETER MOUL with NATHANIEL ADAMS, Agent, &c. <hr/>	}	AGREEMENT.
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Know all men by these presents, that I, Peter Moul, for and in consideration of ten dollars, in hand paid and received, do for myself, heirs, and assigns, covenant and agree to grant unto Nathaniel Adams, agent of the Troy Iron and Nail Factory, or his successors, the right and privilege at all times hereafter of drawing the Pond on the land now in my possession down to a level with the water in the Pond on the land now occupied by Andrew Finch, and at all times to dam the same so as to raise the water in said Pond to the same height it was before drained.

In testimony whereof, I have this eighteenth day of December, one thousand eight hundred and eighteen, hereunto set my hand and seal.

PETER MOUL. [L. S.]

In the presence of
 PHILIP FORD.

✓ HARMAN SNYDER
WITH
NATHANIEL ADAMS.
AGENT, &c. } AGREEMENT.

Received. Troy. 15th September. 1820. of Nathaniel Adams. seventy-five dollars. in full. for making a Dam and flume at the outlet of the Lake in the town of Greenbush, commonly called Orrey's or Snider's Lake. the said Dam and flume being erected at the expense of the mills called Merritt & Hart's. John Brinckerhoff and the Troy Iron and Nail Factory : is in future to be kept solely for the purpose of holding back in said Lake a reservoir of water. to be used under their directions for their mutual benefit. which privilege I agree for myself and heirs to renounce to them hereafter, so far as I have the right. on their paying annually the sum of five dollars for attending to the gate of the said flume. and giving or withholding the water as they may direct. as witness my hand and seal. the day and year above mentioned.

HARMAN SNYDER. [L. S.]

Witness.

PHILIP FORD.

Greenbush, May 1st, 1824.—I hereby agree to allow the above mentioned Dam to be removed from where it now stands to the back of my house. subject to the same conditions above mentioned.

HARMAN SNYDER.

NATHANIEL ADAMS, AGNT., & CO.,
 WITH
 HARMAN SNIDER.

COPY OF AGREEMENT.

We, the subscribers, agents for the mills commonly called Merritts & Hart's, John Brinkerhoff, and Troy Iron and Nail Factory, agree to pay Harman Snyder, or his heirs annually, the sum of five dollars, on condition of the said Snider or his heirs so attending to the flume and gate on the outlet of the Lake in Greenbush, commonly called Orrey's or Snider's Lake, as to withhold or give the waters in the said Lake, as it may be required by the agents or owners of said factories: the said Snider or heirs at all times reserving to themselves the right to have a hole through the said gate half inch diameter, for the purpose of furnishing water below on the said outlet, sufficient to water cattle. Witness our hands and seals the day above mentioned.

[Copy of an Instrument given Herman Snider 15th September, 1820. Signed]

NATH. ADAMS,

Agent for Troy Iron and Nail Fa.

MERRITTS & HART,

HENRY SEDAM.

"ARTICLES OF ASSOCIATION."

*Articles of an Association agreed upon and Subscribed by
the Undersigned this 17th day of Sept., 1829.*

I. The object of this Association is to get control, and to draw and to drain the Lakes that discharge their waters into the Wynants Kill, in a way that will make them most useful to the undersigned.

II. Jacob D. Merritt, Henry Burden, Gilbert Reiley, Jedediah Tracy, George Sipperley, Aretus Lyman, Warren Coleman, and Richard J. Knowlston are hereby appointed a Committee whose duty it shall be to organize by the appointment of one of their members Chairman, another Treasurer and Secretary.

III. The Chairman shall call meetings of the Committee as often as he may be requested by any two members, or as often as he may deem it necessary, and preside thereat. The Treasurer shall have charge of the funds that may be raised from time to time, and shall act as Secretary to said Committee, recording their proceedings in a book to be provided for that purpose.

IV. The undersigned reserve to themselves the right of displacing any member of said Committee and filling any vacancies that may occur.

V. The Committee are hereby authorized and empowered to purchase such privileges and to procure the excavation of such ditches and the erection of such dams, and to apply such fixtures as they or a majority of them may deem necessary for procuring the most permanent supply of water from the Lakes which empty themselves

into the Wynants Kill, and to make such calls on the subscribers as may be required for perfecting the work herein contemplated.

VI. The Treasurer shall keep an accurate account of the money expended at each Lake, and will not only be held to account by vouchers, but will be required to hold the individual to whom he pays the money to account to him by vouchers, and shall make his report to the Chairman of the Committee, as often as required, of all his doings.

VII. It is agreed and understood by and between the undersigned that the expenditures at and above the Dam of the Glass House Lake, are to be assessed upon us in proportion to the share or shares, or part of a share annexed to our respective names.

Also that the expenditures on the outlet, or about the Sand Lake, is to be assessed as above, excepting Richard J. Knowlston therefrom.

Also that the expenditures on the outlet, or about Martin's Lake, is to be assessed as above, excepting Richard J. Knowlston's, Aretus Lyman, Caleb Finch, and the other mill property at the Sand Lake Village and neighborhood.

Also that the expenditures on the outlet, or about Snyder's Lake, is to be assessed as above excepting those persons before excepted, with Andrew Uline and George Sipperly.

VIII. Neither of the subscribers, as of the committee or otherwise, shall have any voice in voting upon the expenditures or improvements, when they do not contribute to the same—nor shall they be bound to contribute towards any expenditures, after they shall have



given written notice to the chairman, of his having ceased to occupy and use his present privileges of water.

IX. This Association shall continue until a majority of the undersigned shall meet and dissolve the same, each share being entitled to one vote on said question; and also within one year to meet and appoint a Committee in place of the present one. But in the event of a failure to do so, the present Committee will hold over and perform the duties assigned them until a new Committee shall be appointed.

X. The Committee shall not call on the undersigned for more than five hundred dollars, without a vote increasing the appropriation by the subscribers or a majority of them, each share being entitled to one vote.

Now be it known, that we, the subscribers, having examined the preceding Articles of Association, do approve of the same, and for the purpose of carrying the objects therein contemplated into full effect, do hereby promise and agree severally and not jointly to pay to the Treasurer of said Committee for the time being, on demand, the sum or sums assessed on each of us upon the terms set forth in the seventh article of this Association, as witness our hands the day and year above written.

MERRITT & HART,	One share.
GURDON CORNING, <i>for Troy Woolen Factory,</i>	One share.
JEDEDIAH TRACY, <i>for Troy Wool and Cotton Factory,</i>	One share.
ARETUS LYMAN,	One quarter of a share.
COONROD ALBRIDGE,	One quarter of a share.
HEMENWAY & COLEMAN,	Half a share.
CLARK, HOPKINS & CO.,	Half do. share.
JOHN VAN HOESEN,	One eighth of a share.

	HENRY BURDEN, <i>for Agt. of Troy Iron and Nail Factory,</i>	One share.
	THO. TURNER, Jun., <i>Agt. Albany Nail Factory,</i>	One share.
	ANDREW ULINE,	One share.
	GEORGE CIPPERLY, 2d,	} Half share.
	MICHAEL CIPPERLEY,	
	HENRY CIPPERLEY,	
	NICHOLAS CIPPERLEY,	
	CALEB FINCH,	Half a share.
	JONATHAN RICHARDSON,	One share.
G. G. V. S. signed 25 Sept. 1841.	G. G. V. SCHAICK,	One share.
March 18th. 1841.	RICHARD J. KNOWLSON,	One share.
June. 1841.	JOHN LADUE,	One quarter share.
June 18th. 1841.	DANIEL WIGHT, <i>for Arnold, Robinson & Co.,</i>	One quarter share.
June 18th. 1841.	THOS. HOWLAND,	One share.
July 23d. 1841.	JNO. F. WINSLOW, <i>Agt. for Albany Iron and Nail Works,</i>	One share.
Sept. 6th, 1841.	BERNHARD T. SHARP,	One quarter share.
	THE ALBIA COTTON FACTORY,	One share.
	<i>per E. A. Tinkham's Agt. Sept. 18. 1841.</i>	
	TROY WOOLEN COMPANY	three-quarters of one share. on condition that should we add to the amount of machinery now in the Factory, except looms, then we are to be considered as holding one full share, and not to be taxed for any expenses previous to this date, Feby. 17th. 1842.
	JOHN RANKIN, <i>Agt.</i>	

WHEREAS, Jacob D. Merritt, Jedediah Tracy, Gurdin Corning, Gilbert Rielay, J. Richardson, Joseph Howland, Andrew Uline, George Cipperly, George Cipperly, 2d, Michael Cipperley, Henry Cipperley, Nicholas Cipperley, Troy Iron and Nail Factory, and Albany Nail Factory, owners and occupants of mill seats and privileges on the Wynants Kill, are desirous to improve said stream by ditching the outlets of the several Lakes which are the sources of the said kill or stream, and by erecting a Dam or Dams at the outlets of said Lakes, so as to make a reservoir for the water when it abounds, in order that it may be conveyed into said kill in dry seasons, and drawn off as occasion may require, and whereas, the ditching to accomplish the above named objects will greatly improve the farms through which such ditches require to be made, now, in consideration of the premises and of one dollar to us whose names are hereto signed and seals affixed, in hand paid by the several persons and manufacturing companies hereinbefore named, the receipt whereof is confessed, we, the undersigned, do by these presents grant to the above named persons and manufacturing companies, jointly and severally, and to their heirs and assigns and successors, owners of the mill seats and privileges on the Wynants Kill aforesaid, the right and privilege of entering on the lands of the undersigned, whenever and wherever it shall be requisite for the purposes of constructing the ditches and Dams above mentioned; and we, the undersigned, do for ourselves and our heirs and assigns, covenant and agree to and with the above named persons and manufacturing companies respectively, their heirs, assigns, and successors, that they, the said persons and manufacturing companies above named, their heirs and assigns and successors, and

their agents, may at all times and forever hereafter quietly and peaceably enjoy the right and privilege of entering on to such part of the lands now owned by us respectively as shall be requisite for the purpose of making or repairing such ditches and Dams above mentioned, and for the purpose of letting down the water as occasion shall require, doing no unnecessary damage. In witness whereof we have hereunto set our hands and seals, this twenty-fifth day of September, in the year one thousand eight hundred and twenty-nine.

COENROUCHT TAYLOR.	PHILLIP TAYLOR.	[L. S.]
his	JONAS COON.	[L. S.]
JOEL X NORTON.	GERSHOM TABOR.	[L. S.]
att.		
LEMUEL HUNT.	PELEG F. TABOR.	[L. S.]
	LEONARD FORGISIN.	[L. S.]
HIRAM CIPPERLEY.	JOHN REICHARD.	[L. S.]

ARTICLE OF AGREEMENT
BETWEEN
WRIGHT THORN AND
ARETUS LYMAN.

An article of agreement made this twenty-ninth day of October, one thousand eight hundred and twenty-nine, between Wright Thorn, his heirs and assigns, of the town of Sand Lake, County of Rensselaer, of the first part, and Aretus Lyman, his heirs and assigns, of the town and county aforesaid, of the second part, for and in consideration of the sum of seven dollars, paid by the party of the second part annually to the party of the first part, for the privilege of cutting a ditch or canal across his lands, so as to lead the water running in the

hollow a little west of Martin Smith into Sand Lake, near the dwelling of the party of the first part, for the purpose of filling the said Lake: and likewise the said party of the first part gives the privilege to the party of the second part of flowing so much of his lands on the borders of said Lake as will be caused by building the Dam at the outlet one perpendicular foot higher than the cap of the old flume which was taken out this fall, and likewise the said party of the first part gives a right and privilege to the said party of the second part to build the said ditch or canal, and repair the same whenever it shall be necessary. The aforesaid seven dollars annual rent is to commence on the first day of January, one thousand eight hundred and thirty, and to continue with the aforesaid privileges of ditch or canal, and aforesaid flowing of lands, as long as the said party of the second part wishes to continue those aforesaid privileges, and whenever the party of the second part wishes to discontinue the aforesaid privileges of ditch or canal and flowing of lands which shall stop the payment of annual rent, he shall give a notice in writing to the party of the first part at least three months previous.

WRIGHT THORN. [L. s.]

ARETUS LYMAN. [L. s.]

*Signed, sealed, and delivered
in presence of*

GEORGE E. GREEN.

JOHN VAN HOSSEN.

I, Wright Thorn, do for and in consideration of five dollars, in hand paid, sign, sell, and set over to Henry Moul all the interest and benefit arising out of the within covenant and otherwise; him, the said Moul, to collect and use the same, to which I bind myself, my heirs and

assigns, as witness my hand and seal, this fourth day of February, 1837.

WRIGHT THORN. [L. S.]

In presence of

GIDEON BUTTS.

(A true copy of the original, now in the hands of Henry Moul.)

SAML. STOVER.

JOEL BRISTOL AND
OTHERS

TO

WYNANTS KILL
ASSOCIATION.

GRANT.

Whereas, Jacob D. Merritt, Jedediah Tracy, Jonathan Richardson, George Cipperley, The Troy Iron and Nail Factory, and others, owners and occupants of mill seats on the Wynants Kill, are desirous to improve said stream by erecting a Dam to retain the water in Martin's Lake to the usual high water mark, and ditching and drawing of the waters of the said Lake, in order that it may be conveyed into the said kill in dry seasons; now, in consideration of the sum of one dollar, to us whose names are hereto signed and seals affixed, in hand paid by the several persons and manufacturing company hereinbefore mentioned, the receipt whereof is confessed, we, the undersigned, do by these presents, grant to the above named persons and manufacturing company jointly and severally, and to their heirs and assigns, and successors, owners of the mill seats and privileges on the Wynants Kill aforesaid, the right and privilege of constructing a Dam and retaining the waters in the said Lake to the usual high water mark, and drawing the water of said Lake as occasion shall require, and we, the undersigned, do for ourselves and our heirs and assigns, covenant

and agree to and with the above named persons and manufacturing company respectively, their heirs, assigns, and successors, that they, the said persons and manufacturing company above named, their heirs and assigns, and successors and their agents, may at all times and forever hereafter quietly and peaceably enjoy the right and privilege of erecting a Dam and retaining the water in said Lake, and of drawing the water from the same as occasion may require. In witness whereof, we have hereunto set our hands and seals, this ninth day of June, in the year one thousand eight hundred and thirty-one. By high water mark herein named, it is understood the height of the water in the Lake this day, June 9th, 1831.

	JOEL BRISTOL,	[L. s.]
	MILLASEN VAN ALLSTYNE,	[L. s.]
	DAVID QUINBY,	[L. s.]
URIAH BETTS,	DANIEL CALKINS,	[L. s.]
	DANIEL QUINBY,	[L. s.]
	DANIEL TOWNSEND,	[L. s.]

[The words "and draw" in the fifth line and same as in the seventh line erased before execution.]

WYNANTS KILL ASSOCIATION. /
 AGREEMENT WITH
 RICHARD J. KNOWLSON. }

This agreement, made this ninth day of March, in the year one thousand eight hundred and thirty-five, between Richard J. Knowlson, of the town of Sand Lake, in the County of Rensselaer and State of New York, party of the first part, and Jacob D. Merritt, Henry Burden, Jedediah Tracy, Jonathan Richardson, George Cipperley,

Arenus Lyman and Richard J. Knowlson of the County of Rensselaer aforesaid, being a committee appointed by an association of owners of mill privileges on the Wynants Kill for drawing certain Lakes and ditching the outlets of the same, and otherwise improving the same for a more abundant and economical supply of water, therefore party of the second part. WITNESSETH:

That the said party of the first part, for and in consideration of the sum of seventy-five dollars, lawful money of the United States, to him in hand paid by the party of the second part, the receipt whereof is hereby confessed, doth by these presents authorize and empower the said party of the second part, and their successors at their own proper costs, charges, expenses and risque, to enter into and upon the lands and premises of him, the said party of the first part, in the town of Sand Lake aforesaid, and there at the outlet of Crooked Lake in said town, to erect and build necessary and sufficient Dam and Dams for retaining the water in said Crooked Lake, and from said outlet of said Crooked Lake to the inlet of Glass House Lake in said town, in and upon the lands and premises of the said party of the first part, to enter and make necessary and sufficient ditch, ditches and improvements to convey the water from said Crooked Lake to said Glass House Lake, and the same from time to time in the manner and at the risque aforesaid, to alter, repair, and remodel, for the purpose of securing a more abundant supply of water from the said Crooked Lake.

And it is further agreed by and between the parties aforesaid that the said party of the first part shall keep up and maintain his present Dam at the outlet of said Glass House Lake in good condition and repair, and that the party of the second part and their successors, may at

any time and all times hereafter, draw through the gate of the said Dam as many cubic inches of water as shall at the same time and times be let into said Glass House Lake from said Crooked Lake by means of the Dam, Dams, ditching, and improvements to be made and kept as aforesaid by the said party of the second part, provided the water so to be drawn may be used for running the mills and machinery now erected and built, or hereafter to be erected or built by the said party of the first part, his heirs and assigns—he or they in no wise preventing or hindering the use of the water to the party of the second part.

And it is further agreed by and between the parties aforesaid that the said party of the first part, his heirs and assigns, from and after the first day of September, in each and every year during the continuance of this agreement, may draw so much water from the Dam to be erected, built, and kept by the said party of the second part at the outlet of said Crooked Lake, as shall be necessary for the milling operations of the said party of the first part.

And it is further agreed by and between the parties aforesaid that the said party of the first part, his heirs and assigns, may at any time hereafter cancel, annul, and make void this agreement, and all and singular the matters, power, and authority herein contained, and again have, occupy, and enjoy the lands, premises, and privileges herein mentioned and contained, in the same manner as if this instrument had not been made, and from thenceforward all the rights, authority, powers, and privileges herein conveyed to the said party of the second part, shall cease and become null and void, and in such case, all and singular, the Dam and Dams, ditch, ditches, and improvements which shall have been made, erected, or built by the said party of the second part, or their succes-

sors, shall become the property of the said party of the first part, his heirs or assigns, he and they paying therefor to the said party of the second part, the costs, charges, and expenses thereof, but in no event shall the amount so to be paid exceed the sum of five hundred dollars, although the said Dam, Dams, ditch, ditches, and improvements, so to be made as aforesaid, shall have cost the said party of the second part any larger sums, and the said party of the first part, his heirs and assigns, shall also have a deduction made as and for liquidated damages for wear, tear, and decay from the said sum of five hundred dollars, if said Dam, Dams, ditch, ditches, and improvements shall cost so much or more, at and after the rate of five per cent. per annum, and if they shall cost any less sums than five hundred dollars, the said deduction of five per cent. per annum shall be so made on the said cost thereof.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

RICHARD J. KNOWLSON, [L. S.]

JACOB D. MERRITT.

H. BURDEN, *Ag't.*

JEDEDIAH TRACY.

GEORGE CIPPERLEY.

ARETUS LYMAN.

*Scaled and delivered
in the presence of*

SAMUEL H. WOOD,

Witness for R. J. Knowlson.

[The words "or their successors," "may be used for running," interlined previous to execution.]

[The following words interlined below the first line on the last page, viz.: "he or they in no wise preventing or hindering the use of the water to the party of the second part."]

RICHARD J. KNOWLSON TO. STEPHEN WARREN, JOHN RANKIN AND HEZEKIAH C. ARNOLD.	} LEASE.
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This agreement, made the tenth day of March, one thousand eight hundred and forty-two, between Richard J. Knowlson, of the town of Sand Lake, in the County of Rensselaer, State of New York, of the party of the first part, and Stephen Warren, John Rankin, and Hezekiah C. Arnold, of the city of Troy and town of Sand Lake, county aforesaid, parties of the first part, WITNESSETH:

That the said party of the first, for and in consideration of one dollar and the agreements of the parties of the second part, to be paid, kept, and performed, hereby agrees to and with the said parties of the second part forthwith to erect and build a good and sufficient Dam at the outlet of Glass Lake, situated on the premises of the said party of the first part in said Lake aforesaid, and lease and let the same, and the use and occupancy thereof, to the said parties of the second part, for the period and term of four years from the first day of April next, at which day the erection of said Dam is contemplated to be completed, fit for use, for the yearly rent of two hundred dollars per annum, payable on the 1 of October and 1 of April in each year, after the expiration of the two first years, but for the two first years the sum of four hundred dollars is to be paid by the said parties of the second part to the said party of the first part on the execution and delivery of these presents. And the said parties of the second part agree to take, use, and occupy said Dam and the water secured by the

same, at such time and times as they may choose, for Hydraulic purpose, for said term aforesaid, and shall and will deliver up the same to the said party of the first part, at the end and expiration of said term. On the following terms and conditions the said party of the first part agrees that all repairs on said Dam exceeding at one time two dollars shall be made and paid by the said party of the first part, but should the said Dam be carried away or destroyed any time previous to the first of April, 1843, the said party of the first part agrees to repair or rebuild the same at his own cost and charge, but should it be destroyed at any time during the continuation of this agreement after the said 1 of April, 1843, then the said parties of the second part shall cease to pay rent to the said party of the first part from and after the year 1844, unless the said party of the first part shall repair or rebuild the same at his own cost and charge. In such case the said parties of the second shall again pay rent to the party of the first part, in the manner aforesaid; that is, at the rate of two hundred dollars per annum, from and after the erection of the said Dam, by the party of the first part, during the continuance of this agreement.

And it is further agreed by and between the parties hereto that in case the said party of the first part shall choose to resume the use and occupation of the said Dam and water at any time before the expiration of the term of four years, as aforesaid, for hydraulic purposes, or let or dispose of the same for that purpose on his said premises, he shall be at liberty to do so, upon refunding to the said parties of the second part *pro rata* of the said sum of four hundred dollars, for the portion of said term of two years that shall remain unexpired at the time he shall make the said choice, but in case the

said choice should not be made until after the expiration of said two years, then the said parties of the second part are to pay rent from the expiration of said two years to the time the said party of the first part shall take the control of said Dam and water.

And this agreement shall be binding on the legal representatives of the parties hereto.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day first above written.

R. J. KNOWLSON.

*Signed and delivered
in presence of
THOS. BROWNING,
for R. J. Knowlson:*

JOHN RANKIN.

H. C. ARNOLD.

S. WARREN, *for the Albia
Cotton Factory.*

FRANCIS McHUGH,
for John Rankin, and H. C. Arnold.

AGREEMENT BETWEEN
ARETUS LYMAN
AND
STEPHEN WARREN, ERASTUS CORNING,
AND JOHN TOWNSEND.

This Indenture, made this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and forty-five, between Aretus Lyman, of the town of Sand Lake, County of Rensselaer and State of New York, of the first part, and Stephen Warren, of the city of Troy, and county and State aforesaid, and Erastus Corning and John Townsend, of the city and county of Albany, and State aforesaid, of the second part,

WITNESSETH: That for and in consideration of the sum of one dollar, lawful money of the United States of America, to me in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, have bargained, sold, and conveyed, and by these presents do hereby bargain, sell, and convey unto the said parties of the second part, all my right and privilege in a certain ditch or canal and flowing of lands, mentioned in a certain article of agreement, bearing date October twenty-ninth, A. D. 1829, and made and executed between Aretus Lyman and Wright Thorn, to have and to hold the said rights and privileges, to them, their heirs and assigns, forever.

In testimony whereof, I have hereunto set my hand and seal, this twenty-seventh day of December, A. D. 1845.

ARETUS LYMAN.

*Signed, sealed, and delivered
in the presence of*
SAML. STOVER.

SUBSCRIPTION.

" WHEREAS, there is an apprehension that the mills on
" Wynants Kill will be deficient in water the ensuing
" season, in consequence of the Dam at the outlet of
" Glass House Lake having been carried away, and the
" great necessity of immediate action on the subject:

" Now, therefore, we, the undersigned members of the
" Wynants Kill Association, do hereby agree and author-
" ize Hezekiah C. Arnold to make such arrangements to
" rebuild the aforesaid Dam as he in his discretion shall
" deem for the interest of the Association, provided that
" the expense of rebuilding said Dam shall not exceed

" the sum of seven hundred dollars, and that the annual
 " rent to be paid R. J. Knowlson shall not be more than
 " the sum of two hundred and fifty dollars, and we will
 " pay our respective proportions of said expense.

" *Troy, April 13th. 1846.*

" S. WARREN, *in behalf of the Albion Cotton Factory,*
 " E. CORNING, *in behalf of the Albany Iron Works,*
 " JOHN TOWNSEND, *Pres. Troy Iron & Nail Factory,*
 " THOS. HOWLAND,
 " JOHN KERR, $\frac{1}{2}$ share,
 " C. SCHERMERHORN, $\frac{1}{2}$ share,
 " ARNOLDS & CO., $\frac{1}{4}$ "
 " JOHN RANKIN, *Ag't. Troy Woolen Co., $\frac{3}{4}$ of one share."*

R. J. KNOWLSON TO WYNANTS KILL ASSOCIATION.	}	LEASE.
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This agreement, made the fourth day of May, 1846, between Richard J. Knowlson, of the town of Sand Lake, County of Rensselaer, of the first part, and Trustees of the Wynants Kill Association, of the second part,

WITNESSETH: The party of the first part hereby agrees to lease to the parties of the second part and their successors the right and privilege of controlling the water at the outlet of Glass Lake, owned by the party of the first part, with the right and privilege of erecting at their own cost, risk, and expense a good and sufficient Dam, for the purpose of retaining the water at Glass Lake for and during the full and just term of ten years from the first day of April last, on the following terms and conditions, viz.:

The Dam to be erected is not to be built to raise the water in the said Lake any higher than the apron of the late Dam, nor to be raised any higher during this lease without the consent in writing of the party of the first part.

And the party of the first part hereby consents that the timber, plank, &c., that remain of the old Dam, and all stone, gravel, or earth that may be required for the said Dam, free of any cost or charge, belongs to the party of the first part, may be taken for that purpose.

And for and in consideration of said privileges of erecting a Dam and controlling the water at the outlet of Glass Lake during the continuation of this agreement, the parties of the second part, for themselves and their successors, promise and agree to pay to the party of the first part, his heirs or assigns, the annual rent of two hundred and fifty dollars (\$250), payable semi-annually on the first days of October and April, each and every year during the continuation of this lease.

And it is further mutually agreed by and between the parties to these presents that the said party of the first, his heirs or assigns, may at any time during this agreement cancel, annul, and make void this agreement, and all and singular the agreements within contained, and again have and occupy the premises hereby agreed to lease, with all erections of Dam, &c., that may have been made by the parties of the second part, or their successors, on the following terms and conditions: Should the said party of the first part wish to use the water for hydraulic purposes, or lease or sell the same to be used for that purpose, then it may and shall become the property of the party of the first part, his heirs or assigns, he paying to the parties of the second part the costs and expenses thereof, but in *no event* shall the

amount so to be paid exceed the sum of five hundred dollars (\$500), although the said Dam and improvements may or shall cost a larger sum; and the said party of the part shall have a deduction made as for rent, damages, wear and tear of said Dam and decay from said sum of five hundred dollars (\$500), at the rate of one hundred dollars (\$100) per annum, should he assume the control and ownership of said Dam, but it is mutually agreed that the said party of the first part shall not have the right of assuming the control of said water after the expiration of said five years, unless the same shall be required for hydraulic purposes by the said party of the first part, his heirs or assigns.

And it is further mutually agreed by and between the parties that in case of non-payment of rent at the times aforesaid and thirty days thereafter, the party of the first part, his heirs or assigns, may have the right of taking possession of said Dam, &c., in the same manner as may be provided by law for taking possession of lands leased for term of years—re-enter and possess the same by non-payment of said rent.

The parties of the second part, for themselves and their successors, hereby promise and agree during the continuation of this lease to keep the Dam in good order, ordinary wear and tear excepted, and at the expiration of said lease to give up quiet and peaceable possession of the above premises, with Dam, fixtures, &c., to the party of the first part, his heirs or assigns.

In witness whereof, the parties have set their hands and seals, day and year above written.

R. J. KNOWLSON.

SUBMISSION
AND
AGREEMENT.

TO PAY ASSESSMENTS, &c.

Whereas, in order to carry out and effect the objects mentioned in the act entitled "An Act Authorizing Trusts for the Benefit of the Owners and Occupants of Mill Privileges on the Wynants Kill," passed 21st April, 1846, an Association of certain owners and occupants of such mill privileges has been heretofore formed, called The "*Wynants Kill Improvement Association*," and an Executive Committee appointed to carry into effect the objects contemplated by said law and by the articles of such Association; now, in order to provide for a proper apportionment of the expenses to be incurred from time to time, under the direction of such Committee, for the purpose of preserving and improving the supply of water in said stream, as contemplated in said law and articles of Association, the undersigned owners and occupants of mill privileges on said stream, hereby agree that such expenses as are already incurred or shall be hereafter incurred in making such improvements as said Committee shall authorize for carrying out the objects of said law and Association, shall be apportioned among the subscribers by Benjamin Marshall, Jacob D. Merritt, and Andrew White, who shall assess and apportion the same among the subscribers hereto in proportion to the benefits that they shall think the undersigned owners and occupants respectively will receive from such expenditures, such assessments or apportionments to be made in writing, under the hands of said three last named persons. And we severally promise and agree that we will

respectively, on demand, pay to the person who for this time being shall be Treasurer of said Association the sums so assessed or apportioned to us respectively.

Witness our hands, this first day of November, in the year 1849.

JNO. F. WINSLOW, *Albany Iron* THOS. HOWLAND.

Was. J. M. WARREN, *for the Albion*
BILLS & THAYER, to take effect *Factory.*
from and after April 1st, 1854, in J. L. MANNING, *for the Estate of*
place of Estate of R. P. Hart. R. P. Hart, *dec'd.*
J. W. & A. J. SMART, to take TROY WOOLEN CO., by John
effect from and after Jan'y 1st, *Ranbin, Agt.*
1859, in place of Thomas How- P. A. BURDEN, *Agt. for the Troy*
land. *Iron and Nail Factory.*

ARNOLDS & WIGHT, *for Sand*
Lake Cotton Factory.

JONATHAN RICHARDSON.

ROBERT T. SMART, to take ef-
fect from and after Jan. 1st, 1859,
in place of Jonathan Richardson.

BILLS, THAYER & USHER, in
place of Bills & Thayer.

TROY WOOLEN CO., in place of
Albion Cotton Factory, May 18th,
'54.

ARNOLD, HUNT & CO., in place
of Arnold & Wight.

ARNOLDS, HUNT & CO., in
place of Arnold, Hunt & Co.

ARNOLD & CO., in place of Ar-
nolds, Hunt & Co.

ARNOLDS CO., in place of Arnold
& Co.

AWARD OF B. MARSHALL,
J. D. MERRITT AND ANDREW WHITE,
PROPORTIONING THE ASSESSMENT
ON THE
MEMBERS OF THE
WYNANTS KILL IMP. ASSOCIATION.
Nov. 19th. 1851.

*To Thomas Howland and others,
of the Wynants Kill Improvement Association:*

GENTLEMEN:

By an article of agreement entered into on the first day of November, 1849, and signed by Thomas Howland, John F. Winslow, for the Albany Nail Works, J. L. Manning, for the estate of R. P. Hart, deceased, John Rankin, for the Troy Woolen Factory, P. A. Burden, for the Troy Iron and Nail Factory, Arnold & Wight, for the Sand Lake Cotton Factory, Jonathan Richardson and J. M. Warren for the Albia Factory, the object of which was to carry out and effect the provisions contained in the "Act Entitled the Act Authorizing Trusts for the Benefit of the Owners and Occupants of the Mill Privileges on the Wynants Kill," passed Apl. 21st. 1846.

And in accordance with a provision contained in said agreement, the undersigned, Benjamin Marshall and Jacob D. Merritt, of Troy, and Andrew White, of the city of Albany, were appointed and selected by the said Association to determine, assess, and apportion among the owners and occupants above referred to such "*expenses as were already incurred or may hereafter be incurred,*" in "*proportion to the benefits each owner and occupant may respectively receive*" from such expenditure, "*already made or hereafter to be made.*"

The undersigned deemed it proper, before entering upon the duty assigned them, to visit personally and examine all the mill privileges and water powers interested in the above mentioned apportionment, in order that they might be better able to judge of the relative benefits derived by the different establishments; besides, they have ascertained the power and extent of each waterfall and computed its relative value.

And now, without offering or presenting an argument for the correctness of our conclusions, or the equitableness of our apportionment, we have determined and do hereby make and recommend the apportionment contained in schedule marked A. herewith annexed.

All of which is most respectfully submitted.

BENJAMIN MARSHALL,
JACOB D. MERRITT,
ANDREW WHITE.

(SCHEDULE A.)

Estate of R. P. Hart, dec'd.....	$\frac{1}{16}$ ft. less $\frac{1}{8}$	Wheel. 28 ft.
		9
Albany Nail Works.....	$\frac{1}{16}$ ft. ".....	60
Troy Iron and Nail Works.....	$\frac{1}{16}$ ft. ".....	75
Thomas Howland,.....	$\frac{1}{16}$ ft. ".....	14 or 10
J. Richardson,.....	$\frac{1}{16}$ ft. ".....	14
J. M. Warren.....	$\frac{1}{16}$ ft. ".....	15
J. Rankin,.....	$\frac{1}{16}$ ft. ".....	8
Arnold & Wight,.....	$\frac{1}{16}$ ft. ".....	20

AGREEMENT OF OWNERS, &C.,
OF
MILL PRIVILEGES ON THE WYNANTS KILL,
RATIFYING AWARD OF
B. MARSHALL AND OTHERS.

Whereas, an instrument in writing was in the year 1849 duly signed and executed by the several persons hereinafter named, being owners or occupants, or the agents of owners or occupants, of certain mills and mill privileges on the Wynants Kill, to wit: By Thomas Howland, for his paper mill and privilege; by Joseph M. Warren, for the Albia Cotton Factory; by John Rankin, for the Troy Woolen Company; by John L. Manning, for the mill privilege owned by the estate of Richard P. Hart; by Arnolds & Wight, for Factory at Sand Lake; by Henry Burden, for the Troy Iron and Nail Factory; by John F. Winslow, for the Albany Iron Works, and by Jonathan Richardson, for the Grist Mill—which instrument in writing was of the tenor following, viz.:

“Whereas, in order to carry out and effect the objects
“mentioned in the act entitled an Act Authorizing Trusts
“for the Benefit of the Owners and Occupants of Mill
“Privileges on the Wynants Kill, passed 21st April,
“1840, an Association of certain owners and occupants
“of such mill privileges has been heretofore formed,
“called Wynants Kill Improvement Association, and an
“Executive Committee appointed to carry into effect the
“objects contemplated by said law, and by the articles
“of such Association; now, in order to provide for a
“proper apportionment of the expenses to be incurred
“from time to time under the direction of such Com-
“mittee, for the purpose of preserving and improving
“the supply of water in said stream, as contemplated in

“said law and articles of association, the undersigned
“owners and occupants of mill privileges on said stream
“hereby agree that such expenses as are already in-
“curred or shall be hereafter incurred in making such
“improvements as said Committee shall authorize for
“carrying out the objects of said law and Association,
“shall be apportioned among the subscribers by Benja-
“min Marshall, Jacob D. Merritt, and Andrew White,
“who shall assess and apportion the same among the
“subscribers hereto, in proportion to the benefits that
“they shall think the undersigned owners and occupants
“respectively will receive from such expenditures. Such
“assessments or apportionments to be made in writing,
“under the hands of said three last named persons, and
“severally promise and agree that we will respectively, on
“demand, pay to the person who for the time being shall
“be Treasurer of said Association, on demand, the sums
“so assessed or apportioned to us respectively.”

And whereas, said instrument has been lost or mislaid,
and the said Benjamin Marshall, Jacob D. Merritt, and
Andrew White, named therein, have heretofore made
under their hands an award or writing, in pursuance of
said instrument in writing, now, the subscribers hereto
do, by these presents, admit that the instrument hereinbe-
fore recited is of the same tenor as the one which was
heretofore executed, and has been lost or mislaid, and we
severally agree to abide by and perform the award and
decision of said Marshall, Merritt, and White, and that
the expenditures incurred or to be hereafter incurred in
making the improvements referred to in said instrument
in writing shall be apportioned among said mills and
privileges in the manner awarded by said Marshall, Mer-
ritt, and White.

Witness our hands, this fifth day of March, in the year 1852.

J. M. WARREN, *for the Albion Cotton
Factory.*

JOHN RANKIN, *for the Troy Woolen
Co.*

H. BURDEN, *for the Troy Iron and Nail
Factory.*

{ ISAAC MERRITT, *Exr., &c., of Estate*
} *of R. P. Hunt, dec'd. pr. J. L. Munning.*

ARNOLD, HUNT & CO., *for Sand Lake
Warp Factory.*

JOHN F. WINSLOW, *for Albany Iron
Works.*

ARTICLES OF ASSOCIATION
OF THE WYNANTS KILL IMP. ASS.,
SEPT. 20TH, 1859.

ARTICLES OF ASSOCIATION

OF

PERSONS OWNING OR OCCUPYING MILL PRIVILEGES ON
THE CREEK OR STREAM CALLED THE WYNANTS
KILL, IN THE COUNTY OF RENSSELAER.

First. The name of the Association shall be The Wynants Kill Improvement Association.

Second. Its object is the Improvement of the Wynants Kill stream by increasing the head of water, regulating the flow thereof for the supply of the mills and establishments on said stream, by forming reservoirs, connecting lakes and ponds with said streams, and constructing dams and gates at and below the outlets of such reservoirs, lakes, and ponds, and by such other works and

improvements as will increase the usefulness of said stream for milling purposes.

Third. The officers of the Association shall consist of an Executive Committee of five persons, to be chosen by the members of the Association at the annual meeting thereof, as hereinafter provided, who shall remain in office for the term of one year, and until others shall be chosen, and a Treasurer, who shall also be chosen at such annual meeting, for the term of one year, and until another shall be chosen in his place. Until the fifth day of April, 1853, and until others shall be chosen in their places, the following persons shall constitute such Committee, viz.: John Rankin, Henry Burden, George C. Arnold, J. M. Warren, and John F. Winslow; John Rankin to be Treasurer.

Fourth. The Executive Committee shall appoint their own Chairman and Secretary, and prescribe their duties, except in the cases provided for in these articles, and the Chairman of said Committee shall preside at the meetings of the Association.

Fifth. Meetings of the Association may be called at any time by the Chairman or Secretary of the Executive Committee, by written notice of such meeting and the time and place thereof, signed by such officer and delivered to the associates personally, or left at their places of residence or business respectively, at least three days before the time of meeting, and it shall be the duty of such Chairman or Secretary to call such meeting whenever requested in writing by any two of the associates. There shall also be an annual meeting of the Association for the election of Executive Committee and Treasurer, which shall be called by the Chairman of the Ex. Committee on the first Tuesday of April in each year, at such

time and place as they shall appoint in their notices of said meeting, which notices shall be served at least three days before such meeting.

But any vacancy in the Executive Committee or the office of Treasurer, occurring between two annual meetings, may be supplied at any regularly called meeting of the Association.

The meetings of the Executive Committee shall be held on the call of the Chairman, on notice of two days, served in the same manner as is above provided for service of notice of meetings of the Association, and the Chairman shall call such meetings either on his own motion, or whenever requested by two members of the Committee.

Sixth. The Treasurer shall keep accurate accounts, and shall keep an account with each of the Lakes separately, and his books shall be open to the inspection of all who contribute to the funds of the Association.

Seventh. The Executive Committee shall have power, and it shall be their duty to make any of the improvements enumerated in the second article, but they shall not expend in any one year a sum exceeding two hundred and fifty dollars over and above the annual rents now contracted, unless authorized by a resolution of the Association passed at a meeting regularly called, as hereinbefore provided, by votes of associates representing a majority in amount of the shares subscribed; and the expenses of such improvements shall be defrayed out of any funds in the treasury, or by assessments made as hereinafter provided.

Eighth. The associates, when regularly convened, may direct the Committee as to the improvements which shall be made during any current year, but no person who is in default for not paying any sum properly assessed upon him, agreeably to the provisions of these articles, shall be entitled to vote on any question relating to such improvements.

Subscribers to part or parts of share may, in conjunction with other such subscribers, vote on such parts of shares, but no more votes shall be given than one for each such share.

Ninth. All calls or assessments shall be made in accordance with an award made by Benjamin Marshall, Jacob D. Merritt, and Andrew White, Nov. 23d, 1850, for the purpose of regulating and apportioning between said associates the expenses incurred and to be incurred by them for the improvements hereinbefore referred to, the provisions of which award are hereby ratified and adopted as the basis of such assessments, and the associates severally agree to contribute for such improvements in the ratio therein fixed, as follows, viz.:

Isaac Merritt, Exr., &c., of R. P. Hart, dec'd, } for Flouring Mill,	.....	$1\frac{1}{4}\%$	parts.
Albany Iron Works, John F. Winslow, Agt.,	.....	$\frac{30}{100}$	"
Troy Iron and Nail Factory, } Peter A. Burden, Agent,	.....	$\frac{25}{100}$	"
Thomas Howland, for a Paper Manufactory,	.....	$\frac{2}{100}$	"
Jonathan Richardson, for a Flouring Mill,	.....	$\frac{2}{100}$	"
Albia Cotton Factory, Joseph M. Warren, Exr., &c.,	.....	$\frac{2}{100}$	"
Troy Woolen Company, John Rankin, Agent,	.....	$\frac{2}{100}$	"
Arnolds, Hunt & Co., } for Sandlake Cotton Factory,	.....	$\frac{2}{100}$	"

Tenth. Lands and real estate formerly held in the name of Erastus Corning and John Townsend, and of Stephen Warren, deceased, or now held in the name of any other

person or persons for the use and benefit of the persons representing the shares and parts of shares of those owners and occupants of mill privileges on the Wynants Kill who are parties to the Association bearing date the 17th day of September, 1829, and all real estate which may hereafter be acquired for the benefit of the Association hereby organized, shall be conveyed to three Trustees, upon the trusts authorized by the act entitled "An Act authorizing Trusts for the Benefit of the Owners and Occupants of Mill Privileges on the Wynants Kill," passed April 21st, 1846.

The first Trustees shall be John F. Winslow, John Kerr, and Joseph M. Warren, who shall continue such Trustees until others shall be chosen by the Association.

Eleventh. All owners or occupants of mill privileges on the Wynants Kill who have signed the old articles of Association, dated 17th September, 1829, and all others owning or occupying mills on said stream shall become members of the Association hereby organized on signing these articles, specifying opposite to their names the mill property which they represent, and specifying their shares and parts of shares.

All persons who may cease to be owners or occupants of the mill privileges, mills, or establishments in reference to which their subscription hereto is made, shall, upon a written notice given to the Secretary of the fact, be discharged from all further assessments, and the person or persons who may succeed such owners or occupants in said mills or establishments, shall on signing these articles for the like share or part of share, become members of the Association.

Twelfth. These articles may be altered or amended by the votes of the members representing a majority in amount of the shares, at any regularly called meeting of

the Association, except that part of the 9th article which relates to the apportionment of shares among the associates.

We, the subscribers, owners or occupants of mill privileges on the Wynants Kill, in Rensselaer County, do hereby associate ourselves together for the objects and purposes mentioned in the foregoing articles of association, and we severally promise and agree to pay our ratable proportion of all expenditures for the improvements made and to be made as hereinbefore specified, and to be assessed as hereinbefore provided; such payment to be made to the Treasurer of the Association, to be appointed pursuant to these articles, or to his order.

[NOTE.—One interlineation and one erasure on 2d page, one interlineation on 3d page, two interlineations on 4th page, and two erasures on 6th page, were made before executing this paper.]

Troy, September 29th, 1862.

J. W. & A. J. SMART, }
ROBT. T. SMART. }

J. F. WINSLOW, *Agt. Albany Iron Works.*

H. BURDEN, *President Troy Iron and Nail Factory.*

JOHN RANKIN, *Agt. Troy Woolen Co.*

J. M. WARREN, *for the Albia Factory.*

ARNOLD, HUNT & CO., *Sand Lake Cotton Factory.*

ISAAC MERRITT *Esq. for* } *Flouring*
pr. J. L. Manning, } *Mill.*

BILLS & THAYER.

BILLS, THAYER & USHER.

TROY WOOLEN CO., *for* } *May 18th,*
the Albia Cotton Factory, } *1854.*

ARNOLDS, HUNT & CO., *Sand Lake Cotton Factory.*

ARNOLD & CO., *Sand Lake Cotton Fac.*

ARNOLDS & CO.

TROY WOOLEN CO., *in place of* *Old Troy Woolen Co. and Albia Cotton Fac.*
org. by John Rankin, Agt.

MINUTES OF THE PROCEEDINGS
OF THE
COMMITTEE OF THE WYNANTS KILL ASSOCIATION.

At a meeting of the Committee of the Association of certain owners of mill privileges on the Wynants Kill, at the counting room of R. P. Hart, for the purpose of organizing agreeable to an article of the Association,

Troy, Oct. 20th, 1829,

Present: JACOB D. MERRITT,
ARETUS LYMAN,
WARREN COLEMAN,
GILBERT REILAY.
JEDEDIAH TRACY.

Resolved, That Henry Burden be Chairman, and J. D. Merritt be Secretary and Treasurer.

Resolved, That our Association shall be styled the Wynants Kill Association.

Resolved, That Aretus Lyman, George Cipperley, and Warren Coleman be and are hereby appointed to have the charge and oversight of Sand Lake and the works and fixtures appertaining thereto.

Resolved, That Gilbert Reilay, George Cipperley, Jonathan Richardson, and Henry Burden be and are hereby appointed to have the like charge of Martin's Lake.

Resolved, That Henry Burden, J. D. Merritt, J. Richardson, and Gilbert Reilay be and are hereby appointed to have the like charge of Snyder's Lake.

Resolved, That a call be and is hereby made of twenty-five dollars on each share subscribed to the Wynants Kill Association, for the improvement of Sand Lake and the water rising east of the same.

MINUTES OF THE PROCEEDINGS OF THE WYNANTS
KILL ASSOCIATION.

At a meeting of the members of the Wynants Kill Association at the counting room of Richard P. Hart, Troy, Feby. 5th, 1831,

Present:	HENRY BURDEN,
	RICHARD P. HART,
	JEDEDIAH TRACY,
	JONATHAN RICHARDSON,
	THOS. HOWLAND,
	GEORGE CIPPERLEY,
	CALEB FINCH,
	W. COLEMAN,
	J. VAN HOESSEN,
	O. HOPKINS.

The following resolutions were put and carried :

Resolved, That Henry Burden, Jedediah Tracy, Jonathan Richardson, J. Merritt, George Cipperley, Aretus Lyman, Warren Coleman, and Caleb Finch be and are hereby appointed the Committee of the Association for one year, and until others are appointed.

At a meeting of the members of the Wynants Kill Association at the counting room of Richd. P. Hart, Troy, Feby. 9. 1831.

Present: HENRY BURDEN,
JONATHAN RICHARDSON,
THOMAS HOWLAND,
RICHD. P. HART,
THOS. TURNER, JR., *Agt. by request.*

When the following resolutions were put and carried :

Resolved, That the Executive Committee be and hereby is authorized to make a call of five hundred dollars to defray the expenses incurred and which may hereafter accrue at Snyder's Lake.

Resolved. That the Executive Committee be and hereby is authorized to make a call of one thousand dollars for the purchase of land, making Dams and ditches, and such other improvements as they may think necessary at Martin's Lake.

Whereas, a Committee of the Wynants Kill Association were empowered to make a call of five hundred dollars, which sum being insufficient for the purpose contemplated, we the subscribers interested in Mill privileges in the Wynants Kill, west of Snyders' Lake, and members of said Association, hereby authorize and empower, the said Committee to make a further call of thirty-five dollars a share on each share subscribed to in the said Association by us.—*Troy, Jan. 20, 1830.*

G. REILAY & CO.
HOWLANDS & WILSON.
HENRY BURDEN, *for Agent.*
THOS. TURNER, JR., *Agent Albany Nail Factory.*
JONATHAN RICHARDSON.
JEDEDIAH TRACY, *for the T. W. & C. Factory.*
MERRITT & HART.

At a meeting of the Executive Committee of the Wynants Kill Association at the Counting Room of R. P. Hart, Feb. 9, 1831.

Present: HENRY BURDEN.
 JONATHAN RICHARDSON,
 JACOB D. MERRITT,

When the following resolution was put and carried:

Resolved. That a call be and hereby is made of fifty-seven dollars a share, (on those interested west of Snider's Lake) to defray the expenses incurred, and which may accrue at Snider's Lake.

At a meeting of the Executive Committee of the Wynants Kill Association, at the Counting Room of R. P. Hart, Feby, 5th, 1831.

Present:

HENRY BURDEN,	JEDEDIAH TRACY,
JNO. RICHARDSON,	W. COLEMAN,
CALEB FINCH,	J. D. MERRITT.

Resolved, That a call be and is hereby made of twenty dollars a share, to defray the expenses incurred, and which may accrue at Sand Lake.

At a meeting of the Wynants Kill Association at the counting room of Richard P. Hart, in the City of Troy, on Saturday, 4th August. 1832.

Present: HENRY BURDEN, *President.*
 THOS. TURNER,
 T. HOWLAND,
 C. FINCH,
 O. HOPKINS,
 R. P. HART.

Resolved. That the Treasurer is hereby directed to call on the persons that have not paid their call or calls, and if said calls are not forthwith paid on demand to report the same to the Association, that legal measures may be taken to enforce the collection of the same.

Resolved. That Henry Burden, Jacob D. Merritt, and Caleb Finch, be and hereby are appointed a Committee, with powers to employ some competent disinterested person to take charge and superintend the gates, canal and fixtures for letting in and letting out the waters of Sand Lake at such times and in such quantities as said Committee or a majority of them shall direct, also to follow the instructions of said Committee in making such repairs and alterations as they may deem necessary.

At a meeting of the Association at the counting room of Jedediah Tracy.

Troy, June 15, 1835.

Present :

HENRY BURDEN,	JEDEDAH TRACY,
THOS. TURNER,	THOS. HOWLAND,
DANIEL WIGHT,	ULINE,
GEORGE CIPPERLEY,	WM. COLEMAN,
ARETUS LYMAN,	R. J. KNOWLSON,
J. D. MERRITT,	

When the following resolutions were put and carried :

Resolved. That a call be and hereby is made of one thousand dollars to defray the expenses at Crooked Lake.

Resolved. That this Association relinquish all claims on Andrew Uline for his subscription of one share to the Association, provided he will pay the balance due at this

time on said share, and subscribe to the articles of this Association for half a share.

Resolved. That the Executive Committee have power to relinquish all claims of this Association on George Cipperley for his subscription of half a share, and on George 2nd, Michael, Henry and Nicholas Cipperley for their subscription of half a share, provided they pay the calls on the said half share to this time, and subscribe to the articles of this Association for half a share.

Resolved. That the Association assume Aretus Lyman's agreement with Wright Thorn, to pay said Thorn an annual rent of seven dollars for the privilege of a ditch through his land to Sand Lake.

MEETING OF THE ASSOCIATION, JUNE 15, 1835.

Resolved. That the Committee have a Trunk and fixtures put in Sand Lake similar to those at Crooked Lake.

Resolved. That Henry Burden, Jedediah Tracy, Thomas Howland, J. D. Merritt, ——— Uline, Aretus Lyman, and Richard J. Knowlson, be and hereby are appointed the Executive Committee of the Association, for one year.

Resolved. That the annual meetings be held the third Monday in June.

Resolved. That Henry Burden be Chairman, and J. D. Merritt, Secretary and Treasurer.

MINUTES OF THE PROCEEDINGS OF THE W. K.
ASSOCIATION.

At a meeting of the members of the Wynants Kill Association at the counting room of Thomas Howland, Troy, Nov. 14, 1889.

Present: HENRY BURDEN,
JONATHAN RICHARDSON,
THOMAS HOWLAND,
J. D. MERRITT,
DANIEL WIGHT,
H. C. ARNOLD,
ALFRED ROBINSON.

The following resolutions were put and were unanimously adopted:

Resolved. That the Executive Committee engage one or more men, whose duty it shall be to raise the gates at the outlets of the lakes and let out the water at such times and in such quantities as the Committee or a majority of the Committee shall direct, and shall, under the instructions of a majority of said Committee, shut the gates, keep the Dams, trunks, flumes, and fixtures in good repair, clear out the ditches, and when necessary, watch fishermen and others, to prevent their raising gates or otherwise wasting the water or injuring the fixtures.

Resolved. That Warren Coleman and H. C. Arnold be a Committee to call on R. J. Knowlson and ascertain his terms for building a Dam at the outlet of Glasshouse Lake, and what privileges he will grant the Association, and make an estimate of the probable expense of said Dam, and report to the Chairman of the Committee.

Resolved. That Jonathan Richardson, Thomas Howland, Henry Burden, J. D. Merritt, Warren Coleman, R. J. Knowlson, H. C. Arnold, and George Uline be and are hereby appointed the Executive Committee.

Resolved, That Henry Burden be Chairman, and Jacob D. Merritt be Treasurer and Secretary.

Resolved. That Henry Burden and Thomas Howland be a Committee to examine the accts. of the Treasurer, and report at the next meeting of the Association whether it be necessary to make a call on the stock, and if so, for what amount.

Minutes of the Proceedings of the Executive Committee at the Inn of———, Sand Lake, March 10, 1840.

Present: HENRY BURDEN,
 JONATHAN RICHARDSON,
 H. C. ARNOLD,
 J. D. MERRITT.

Resolved, That Jonathan Richardson engage Henry Beley to work for the Association, during this season.

Resolved. That H. C. Arnold may, during the pleasure of a majority of the Committee, direct the above named Henry Beley when to draw the water from the Lakes—the quantity to be drawn—and when to shut the gates at the Lakes, and give such directions for clearing out the ditches leading to and from the Lakes as he may think most to the interest of the Association.

MINUTES OF THE WYNANTS KILL ASSOCIATION.

At a meeting of the Wynants Kill Association, held at the office of J. D. Merritt, June 17th, 1840.

Present: HENRY BURDEN, J. F. WINSLOW,
 STEPHEN WARREN, THOMAS HOWLAND, &
 JONATHAN RICHARDSON. J. D. MERRITT.

The following resolutions were unanimously adopted:

Resolved, That a call be and is hereby made sufficient to pay the balance due to J. D. Merritt on the first of May last.

Resolved, That a call be and is hereby made of twenty-five dollars a share for defraying expenses at Sand Lake.

Resolved, That a call be and is hereby made of twenty-five dollars a share for defraying expenses at Crooked Lake.

MINUTES OF THE PROCEEDINGS OF THE WYNANTS KILL
ASSOCIATION, 1841, Sept. 6.

At a meeting of the members of the Wynants Kill Association held at the office of the Troy Iron and Nail Factory, Sept. 6, 1841.

Present : JONATHAN RICHARDSON.
 B. U. SHARP,
 HENRY BURDEN,
 J. D. MERRITT,
 JOHN FONDA.

The Chairman informed the meeting that the object for which it was called was to take into consideration the expediency of making the long contemplated improvement at Martin's Lake and vicinity. It appearing from the report of the Committee that the difficulty of purchasing land at the Lake, when the resolution was passed for the appropriation for that purpose some years since, no longer exists; and that the present owners of land express a willingness to sell at reasonable prices—as the business before the meeting was considered important and the expen-

diture must necessarily be large to accomplish the object. Owing to the absence of several members it was deemed advisable to adjourn the meeting to give the absent members an opportunity of uniting with those present in carrying out the wishes of the Association, when it was unanimously

Resolved, That in consequence of the absence from town of several members, viz.: Winslow and Howland, and the importance of the business before the meeting making it desirable to have a full attendance; this meeting adjourned to meet on Monday, 13th inst., at 3 o'clock P. M., at the office of Thos. Howland, No. 9 First Street, Troy.

MINUTES OF THE PROCEEDINGS OF THE WYNANTS KILL
ASSOCIATION.

At a meeting of the members of the Wynants Kill Association held by adjournment at the office of Thomas Howland the 13th Sept., 1841.

Present:

JOHN RANKIN,	JONATHAN RICHARDSON,
WM. FONDA,	THOMAS HOWLAND,
B. C. SHARP.	HENRY BURDEN,
J. D. MERRITT,	STEPHEN WARREN,

The minutes of the preceding meeting were read, corrected by the erasure of Mr. Warren's name, (as a member *at that time*.) and then approved.

The object of the meeting having been stated by the Chairman, when the following resolutions were unanimously adopted:

Resolved, That whereas, all the owners and occupants of Mill sites on the Wynants Kill, with the exception only of Wm. P. Van Rensselaer Esq., have associated for the purpose of improving the stream, by making reservoirs and otherwise, and as the improvements will benefit his Mill sites equally with our own, that a Committee be appointed to call on Mr. Van Rensselaer or his agent, to solicit his aid in forwarding said improvements by obtaining his release of quarter sales and rent on all lands which may be flowed by carrying out said improvements, or subscribe to the articles of the Associations such number of shares as may be in proportion to his interest in the improvements of said Wynants Kill.

Resolved, That Stephen Warren, J. D. Merritt, and David Buel, jr., Esq., be and hereby are appointed the above named Committee, to treat with Mr. Van Rensselaer.

Resolved, That Jonathan Richardson, J. D. Merritt, B. U. Sharp, H. Burden, and Thomas Howland, be and hereby are appointed a Committee to act for and have the authority of this Association to purchase with the least possible delay, the lands which may be flowed, and the entire Farms that may be partially flowed by the erection of a Dam ten or twelve feet high, below Martin's Lake, across the stream running from the said Lake, and at or near Mason's Bridge; and also obtain the privilege, by purchase or otherwise, of constructing a canal on the land from Carmichael's Pond to the east side of the said Dam, to be hereafter erected of sufficient capacity to convey the water of the Wynants Kill into the reservoir, to be hereafter made by the erection of said Dam, and of raising Carmichael's Dam, with such other fixtures as they may consider necessary to turn the water of the Pond into said Canal, and any other purchases that may be necessary to

complete the contemplated improvements at and near Martin's Lake.

Resolved, That the last above named Committee be and hereby are empowered to contract with some suitable person or persons to construct said Dam and Canal on such terms as they may deem proper, and sell on such terms as they may consider most to the interest of the Association. Any land which they may have purchased that will not be flowed by the erection of the contemplated Dam.

Resolved, That an appropriation of twelve thousand dollars be and is hereby made to defray the expenses consequent on making the aforesaid improvements and to pay for the purchases; and that the last above named Committee have power to make such call or calls from time to time on the members of this Association as may be necessary for the above purposes to the amount named above.

At a meeting of the Wynants Kill Association held at the office of Thos. Howland, in the city of Troy, on the 5th June, 1845.

Present :	H. BURDEN,
	J. D. MERRITT,
	H. DURKEE,
	J. F. WINSLOW,
	T. HOWLAND,
	H. C. ARNOLD,
	J. RICHARDSON,
	J. RANKIN,
	B. A. TILLINGHAST.

An election of officers was had when the following gentlemen were appointed :

HENRY BURDEN, *President.*

J. D. MERRITT, *Secretary and Treasurer.*

H. BURDEN.

H. C. ARNOLD.

THOS. HOWLAND.

J. F. WINSLOW.

} *Executive Committee.*

Resolved. That the Secretary and Treasurer is authorized to make statements of the disbursement for the past and for the current year for account of the Association, and assess the amount of arrearages on the parties on the stream in *pro ratio* proportion, and draw upon them for such amounts.

Resolved. That Messrs. Arnold, Rankin, and Avery be a Committee to treat with Upham senr., at Crooked Lake, with power to obtain title for lands flowed belonging to him, and also that they have power to close the agreement with Upham, junr., upon the terms proposed by him to J. D. Merritt, viz. : that if the Dam at Crooked Lake flows more land than the deed from Manning authorizes, then he (Upham junr.) be paid for such extra lands flowed, and also to arrange such other claims for damages at any of the Lakes as they may think equitable and proper.

Resolved. That J. D. Merritt and Jno. Rankin be a Committee to perfect all titles and contracts for property belonging to the Association, and that the same be legally executed and recorded in the Clerk's office.

Resolved. That J. D. Merritt be and he is hereby appointed to ascertain the terms on which the owners of land around Martin's Lake will dispose of the same for the use of the Association, and to report within ten days from this date, or as soon thereafter as possible.

MINUTES OF THE PROCEEDINGS OF THE WYNANTS
KILL ASSOCIATION.

At a meeting of the members of the Wynants Kill Association, held at the office of JOHN KERR & Co., Feb'y 23, 1848.

Present :

E. CORNING,	H. C. ARNOLD,
JNO. TOWNSEND,	JNO. KERR.
THOS. HOWLAND,	C. SCHERMERHORN.
JNO. RANKIN,	
WM. H. WARREN,	

On motion of W. H. Warren, John Townsend was appointed Chairman, and John Kerr Secretary, when it was—

Resolved. That a Committee of three be appointed to investigate the several accounts against the Association: ascertaining the balance due from the Association to individuals and companies, and make out a new Assessment.

John Rankin, John Kerr and J. D. Merritt, were appointed such committee.

Resolved. That the committee above named, have new articles of association prepared and make out a new assessment of shares and parts of shares to be subscribed by each of the associates, to the new Association, called the "*Wynants Kill Improvement Association.*"

MINUTES OF THE WYNANTS KILL IMPROVEMENT
ASSOCIATION.

At a meeting of the occupants and proprietors of mill privileges on the Wynants Kill, held at the office of John Kerr & Co., in the city of Troy, April 17, 1849.

Present:

HENRY BURDEN, *for "Troy Iron & Nail Factory."*
 JOS. M. WARREN, *for the "Albia Cotton Factory."*
 JOHN RANKIN, *for the "Troy Woolen Co."*
 J. L. MANNING, *for Estate of R. P. Hart, Deceased.*
 WILLIAM W. WIGHT, *for Arnolds & Wight.*
 CORNELIUS SCHERMERHORN, *for Hiram Schermerhorn.*
 THOMAS HOWLAND, *for Paper Mill.*
 JOHN KERR, *Sand Lake Woolen Factory.*

Jos. M. Warren, Esq., was called to the chair, and John Kerr appointed Secretary.

The Act, passed April 21st, 1846, "*Authorizing trusts for the benefit of owners and occupants of Mill privileges on the Wynant's Kill,*" was read and approved.

On motion, *Resolved*, That the name and style of this Association be known as the "WYNANTS KILL IMPROVEMENT ASSOCIATION."

On motion, J. F. Winslow, Jos. M. Warren, and Jno. Kerr, were appointed Trustees to hold the lands formerly belonging to the "*Wynants Kill Association,*" now held in the names of Erastus Corning, John Townsend and S. Warren, deceased.

On motion, an Executive Committee of five were appointed, viz.: J. D. Merritt, Thos. Howland, John Rankin, Jno. Kerr, and C. Schermerhorn.

On motion, adjourned to meet at this place on the 1st day of May next.

JOHN KERR, *Secretary.*

MINUTES OF THE WYNANTS KILL IMPROVEMENT
ASSOCIATION.

At a meeting of the occupants and proprietors of mill privileges on the Wynants Kill, held at the office of John Kerr & Co., in the city of Troy, April 17, 1849.

Present :

HENRY BURDEN, *for "Troy Iron & Nail Factory."*
 JOS. M. WARREN, *for the "Albia Cotton Factory."*
 JOHN RANKIN, *for the "Troy Woolen Co."*
 J. L. MANNING, *for Estate of R. P. Hart, Deceased.*
 WILLIAM W. WIGHT, *for Arnolds & Wight.*
 CORNELIUS SCHERMERHORN, *for Hiram Schermerhorn.*
 THOMAS HOWLAND, *for Paper Mill.*
 JOHN KERR, *Sand Lake Woolen Factory.*

Jos. M. Warren, Esq., was called to the chair, and John Kerr appointed Secretary.

The Act, passed April 21st, 1846, "*Authorizing trusts for the benefit of owners and occupants of Mill privileges on the Wynant's Kill,*" was read and approved.

On motion, *Resolved*, That the name and style of this Association be known as the "WYNANTS KILL IMPROVEMENT ASSOCIATION."

On motion, J. F. Winslow, Jos. M. Warren, and Jno. Kerr, were appointed Trustees to hold the lands formerly belonging to the "*Wynants Kill Association,*" now held in the names of Erastus Corning, John Townsend and S. Warren, deceased.

On motion, an Executive Committee of five were appointed, viz. : J. D. Merritt, Thos. Howland, John Rankin, Jno. Kerr, and C. Schermerhorn.

On motion, adjourned to meet at this place on the 1st day of May next.

JOHN KERR, *Secretary.*

At a meeting of the Wynant's Kill Improvement Association, held agreeable to notice, at the office of Jno. Kerr & Co., in the City of Troy, Sept. 18, 1851.

Present:

HENRY BURDEN, for "*Troy Iron & Nail Factory.*"
 J. M. WARREN, for "*Albia Cotton Factory.*"
 JOHN RANKIN, for "*Troy Woolen Co.*"
 J. L. MANNING, for *Estate of R. P. Hart, Deceased.*
 THOS. HOWLAND and JOHN KERR.

Henry Burden was called to the chair, and J. S. Knowlson appointed Secretary.

On motion of J. M. Warren, that John Rankin be authorized to return the articles of association, as passed upon at the meeting held April 17th, 1849, to Judge Buel, together with the award made by Benjamin Marshall, Jacob D. Merritt, and Andrew White, to prepare the necessary articles of Association for the members to sign.

Resolved, That John Rankin be authorized to call a meeting of the occupants and proprietors of Mill privileges as soon as the necessary papers are prepared and completed. Also that J. Rankin be empowered to place on record the deed from E. Corning, Jno. Townsend, and Stephen Warren's ex. to J. F. Winslow, John Kerr, and Jos. M. Warren, as Trustees of the "*Wynants Kill Improvement Association.*"

On motion, adjourned.

J. S. KNOWLSON, *Secretary.*

At a meeting of the Wynants Kill Improvement Association, held agreeable to notice at the office of Jno. Kerr & Co., in the City of Troy, Sept. 24th, 1852.

Present :

HENRY BURDEN, *for Troy Iron and Nail Factory.*
 J. M. WARREN, *for Albia Cotton Factory.*
 J. L. MANNING, *for Estate of R. P. Hart, Deceased.*
 JOHN RANKIN, *for Troy Woolen Co.*
 GEO. C. ARNOLD, *for Sand Lake Woolen Factory.*

Henry Burden was called to the chair, and J. S. Knowlson appointed Secretary.

John Rankin reported that in accordance with a resolution passed at the last meeting he had placed on record the Deed from E. Corning, John Townsend and Executors of the estate of S. Warren, deceased, to J. F. Winslow, John Kerr, and Jos. M. Warren, Trustees.

On motion adjourned, *sine die.*

J. S. KNOWLSON, *Secretary.*

At a meeting of the Wynants Kill Improvement Association, regularly called and held at the office of John Kerr & Co., in the City of Troy, Sept. 29th, 1852.

Present :

HENRY BURDEN, *for "Troy Iron & Nail Factory."*
 JOHN F. WINSLOW, *for "Albany Iron Works."*
 JOHN RANKIN, *for Troy Woolen Co.*
 JOSEPH J. ALDEN, } *for Sand Lake Warp Factory.*
 STEPHEN P. HUNT, }
 JOSEPH M. WARREN, *for Albia Cotton Factory.*

Henry Burden was called to the chair, and J. M. Warren was appointed Secretary.

The minutes of the two last meetings of Sept. 18th, 1851, and Sept. 24th, 1852, were read and approved.

John Rankin presented the award as made by Benjamin Marshall, Jacob D. Merritt, and Andrew White; John Rankin moved that the award be confirmed, which was done unanimously.

The Articles of Association, as prepared by Judge Buel were presented, and on motion of John F. Winslow were passed upon by sections and approved.

Mr. Winslow moved that the articles of association be signed by the parties interested now present, which was done.

A resolution was moved that the Treasurer at once make a call on the associates to pay the debts now due from this Association, which was passed.

Adjourned.

J. M. WARREN, *Secretary*.

Sept. 29th, 1852, Executive Committee met, and Jos. Warren was chosen Chairman, John Rankin was chosen Secretary.

Adjourned.

JOHN RANKIN, *Secretary*.

A meeting of the Wynants Kill Improvement Association, and others instructed, was held at the office of J. M. Warren & Co., in the City of Troy, Sept. 7, 1858.

Present:

HENRY BURDEN,	JOS. M. WARREN,
GEO. C. ARNOLD,	JOHN RANKIN,
DANIEL WIGHT,	JAMES AIKIN,
WM. F. BURDEN,	JAMES A. BURDEN.

JOS. M. WARREN, *Chairman*.

After some discussion on various matters connected with the Association.—on motion of Henry Burden it was *Resolved*, That the Secretary prepare or have prepared an abstract of the titles to lands now held by the Wynants Kill Imp. Ass., and employ some competent surveyor to give a map of the lakes and those parts of the lands around them which is owned by the Association, and have the Articles of Association printed in pamphlet form for the use of the several associates.

John Rankin stated, that executors of the estate of the late R. J. Knowlson would like to sell their interest in the "*Glass Lake*" and the lands around it on the east side, and proposed that the Association would take the matter into consideration. After some discussion on the subject it was resolved not to entertain, at present, the proposition made by John Rankin for the purchase of "*Glass Lake*."

Adjourned.

JOHN RANKIN, *Secretary*.

The annual meeting of the W. Kill Imp. Association was held at the office of J. M. Warren & Co., in the City of Troy, April 5th, 1859, (first Tuesday in April.)

Present:

WM. F. BURDEN, H. C. ARNOLD &

JOHN RANKIN. H. C. ARNOLD, *Chairman pro tem*.

The minutes of the last meeting read and approved.

The Secretary stated that as the purchase of "*Glass Lake*" was still in contemplation, he had deferred getting an abstract of titles to the property, and articles of association printed as directed by the Association at a former meeting, till the purchase of Glass Lake and other improvements be completed, which delay was approved by the meeting.

The Secretary also stated that the "*Albany Iron Works*" had refused to pay their last assessment; when, after some discussion, it was resolved that the Treasurer take legal counsel in relation to their neglect and refusal to pay their assessment, and report to the Association whether it can be collected by law.

After considerable discussion on the propriety of buying Glass Lake, it was unanimously *Resolved*, that the "Secretary" see the administrators of the estate of R. J. Knowlson, dec., and get their lowest terms for Glass Lake and the land surrounding it, contemplated to be purchased, and report at an adjourned meeting, and for which purpose we will adjourn to meet at the office of the Troy Woolen Co., in Albion, on the 9th of April, inst., at 10 o'clock, A. M., and that the other business of the meeting be deferred to that time.

Adjourned.

JOHN RANKIN, *Secretary*.

An adjourned meeting of the W. Kill Imp. Association was held at the office of the Troy Woolen Co., in Albion, on the 9th day of April, 1859.

Present:

H. C. ARNOLD, (*Chairman*.) WM. F. BURDEN,
ROBT. T. SMART, A. J. SMART, & JOHN RANKIN.

The minutes of the last meeting read and approved.

The Treasurer reported that he saw the administrators of the estate of R. J. Knowlson, dec., in relation to their lowest terms for the purchase of the "*Glass Lake, &c.*" and the lowest terms it can be bought for is \$4,500 cash, and recommend the purchase of the property at that price.

After the subject was fairly discussed, W. F. Burden moved, and Robt. T. Smart seconded the motion, which was unanimously carried, that the "Treasurer," J. Rankin,

proceed at once to consummate the purchase of the Glass Lake, including the outlet and all the lands on the east of the Lake from the Wagon Shop, bounded by the road on the east and the lake on the west to Lester's line, with the right to the lands on the west side of the Lake, sufficient to raise the water in the Lake three feet above the present high water mark, and sufficient land on the west side of the ditch from Glass to Crooked Lake, to throw out the dirt in keeping the ditch clear for an easy flow of the water, and to assess the cost on the associates, same as for other expenses of the Association.

On motion—it was unanimously

Resolved, To settle with Lester & Foster, and R. C. Lester for the lands flowed and damaged by the waters of Crooked and Glass Lakes, and owned by them, to pay Lester & Foster \$300, and R. C. Lester \$25, and to assess as for other expenses of the Association.

Resolved, That when the Glass Lake and lands around it is surveyed, that the Executive Committee be present, and that the Secretary give notice to the Committee of the time appointed.

The following persons were unanimously elected an Executive Committee to manage the affairs of the association for the ensuing year and until others are appointed in their stead, viz.: John F. Winslow, Mr. F. Burden, Robt. T. Smart, H. C. Arnold, and John Rankin.

John Rankin to be Treasurer.

Adjourned, *sine die*.

JOHN RANKIN, *Secretary*.

A meeting of the Executive Committee was held at the office of the "Troy Woolen Co." in Albion, April 5th, 1859.

Present:

W. F. BURDEN,	ROBT. T. SMART,
H. C. ARNOLD &	JOHN RANKIN.

Wm. F. Burden was chosen Chairman, and John Rankin Secretary.

Adjourned.

JOHN RANKIN, *Secretary.*

The annual meeting of the Wynants Kill Improvement Association was held at the office of John Kerr & Co., in the City of Troy, on the 14th day of May, 1860.

Present:

WM. F. BURDEN, (<i>Chairman.</i>)	A. J. SMART,
GEO. C. ARNOLD, JAMES AIKEN & JOHN RANKIN.	

The minutes of the last meeting were read and approved.

The Treasurer presented his account, when on motion a Committee of three, viz.: A. J. Smart, Geo. C. Arnold, and Jas. Aiken, were appointed to examine his account and report.

The Committee after examining the account reported it correct, and from which it appeared that the "*Albany Iron Works*" was in arrears the assessment of Decr. 31st, 1858, \$213.56, and also the assessment for March 1st, 1860, \$1578.34, with interest to this time, the account was ordered on file.

After some discussion, and it being stated by the Treasurer that he had frequently sent the Bills to Mr. J. F. Winslow, and had seen Mr. Winslow himself and told Mr. Winslow what the Association had directed him to do, when he, Mr. Winslow refused to pay any thing.

The following preamble and resolution was offered by A. J. Smart, and seconded by Geo. C. Arnold. viz. :—
Whereas, John Rankin, Treasurer of this Association, has reported to the associates, this day assembled, that Jno. F. Winslow, representing the "Albany Iron Works," has refused to pay his ratable proportion of the assessments made for the purposes of this Association, therefore

Resolved, unanimously :

That John Rankin, Secr., be fully authorized and empowered to take the necessary legal steps (in the name of the associates or otherwise) to enforce the payment and collection of the same, and to report from time to time to the Executive Committee, and for this purpose to call meetings of the said Committee when necessary to confer on the subject. The foregoing preamble and resolution were passed unanimously.

The Executive Committee were directed to get an abstract of the titles to the lands held by the Wynants Kill Imp. Association, printed, and the Lakes mapped, &c., as directed by a resolution at a meeting held at the office of J. M. Warren & Co., Sept. 7th, 1858.

Resolved, That the old officers, or Executive Committee be re-elected for the ensuing year, and until others are appointed in their stead, viz. : John F. Winslow, Wm. F. Burden, Robt. T. Smart, H. C. Arnold, and John Rankin.

John Rankin to be Treasurer.

Adjourned, *sine die*.

JOHN RANKIN, *Secretary*.

A meeting of the Executive Committee was held at the office of John Kerr & Co., on the 14th day of May, 1860.

Present:

W. F. BURDEN,	ROBT. T. SMART,
H. C. ARNOLD, and	JOHN RANKIN.

On motion Wm. F. Burden was chosen Chairman, and John Rankin, Secretary.

Adjourned.

JOHN RANKIN, *Secretary.*

A meeting of the Wynants Kill Improvement Association was held pursuant to notice at the office of Jno. Kerr & Co., in the City of Troy, April 14th, 1861.

Present:

WM. F. BURDEN, *Chairman.*
 JOHN RANKIN, *Sec.*
 A. J. SMART,
 JAS. A. BURDEN,
 GEO. C. ARNOLD and
 H. C. ARNOLD.

The minutes of the last meeting were read and approved.

The Chairman stated, that in raising the water to the height contemplated by the purchase of Glass Lake, that some damage was done to parties having lots running back to the Lake, by overflowing their Gardens &c., and that complaints had been made of said damage, and if not settled for, the water must be lowered in the Lake some three feet.

After some discussion it was moved by A. J. Smart and seconded by H. C. Arnold, that Wm. F. Burden, H. C. Arnold, and Jno. Rankin be a Committee and authorized to treat with all persons claiming damage by raising the

water in Glass Lake, to settle the same by either giving them a portion of land not flowed, or money as they may elect to settle the same, and that the Committee, should they think most advantageous to dispose of the remainder of the land owned by the Association and not flowed by the waters of the Lake, to sell the same to the highest bidder, and report their action to the next meeting.

Adjourned.

JOHN RANKIN, *Secretary*.

A meeting of the Wyannts Kill Improvement Association was held pursuant to notice at the Directors' room, in the Central Bank of Troy, April 4th, 1862.

Present:

WM. F. BURDEN, *Chairman*.
JOHN RANKIN, *Sec*.
H. C. ARNOLD,
GEO. C. ARNOLD.
JOS. W. SMART,
ROBT. T. SMART and JAMES AIXIN.

After the meeting was organized, it was suggested that the important object of the meeting not being sufficiently set forth in the notice, and being past the time for the annual meeting, that the old Executive Committee must hold over another year, and another meeting be called for the purpose of electing three Trustees in place of Jno. F. Winslow, Jno. Kerr, and Jos. M. Warren.

The Committee to whom was referred the subject of land damages and of disposing of the land not at present flowed with water, made a verbal report that they had negotiated with the persons who claimed damages, except two, viz., Mr. Rush and Mr. Fox, which was left for future consideration. They also reported that it was

inexpedient to dispose of the unflowed land at present, as the use of the land would pay the gate tender and partly keep the ditches clear.

On motion, it was *Resolved*, That Robert T. Smart and Geo. C. Arnold be appointed to examine the books of the Treasurer and report at the next meeting.

Adjourned, *sine die*.

JOHN RANKIN, *Sec.*

A meeting of the Wynants Kill Imp. Association was held pursuant to notice given, at the Directors' room of the Central Bank of Troy, Jany. 8th, 1863.

Present:

W. F. BURDEN, <i>Prest.</i> ;	JOHN RANKIN, <i>Sec.</i>
ROBT. T. SMART,	JOS. W. SMART and
	GEO. C. ARNOLD.

The minutes of the last meeting were read and approved. On motion—William F. Burden, Joseph W. Smart, and Henry S. Rankin, were unanimously elected Trustees to hold in trust and convey lands belonging to the Wynants Kill Imp. Association, in place of John F. Winslow, Jos. M. Warren, and John Kerr, and until others are appointed in their place.

The Committee to examine the Treasurer's Books made the following report, May 6th, 1862:

We find the Books kept correct, and the Association. on the 1st of April, 1862, stands as follows, viz. :

DR.		CR.	
Due Troy Iron & Nail Factory for Cash borrowed of them to balance Treasurer's account.	953 04	Due from Albany Iron Works.....	1833 47
" Troy Woolen Co., for Cash b'rr'w'd of them to balance Treasr's. account.....	353 97	" from Estate of J. Richardson.....	51 50
" Smart & Bros. (Howland's Paper Mill)...	163 38	" from Cash in hands of Treasurer.	13 86
" Smart & Bros. (Richardson's Mill).....	81 69		
" Arnolds Co. (S. Lake Cotton Factory)...	81 69		
" General Expense acc.	265 06		
	<hr/> \$1,898 83		<hr/> \$1,893 83

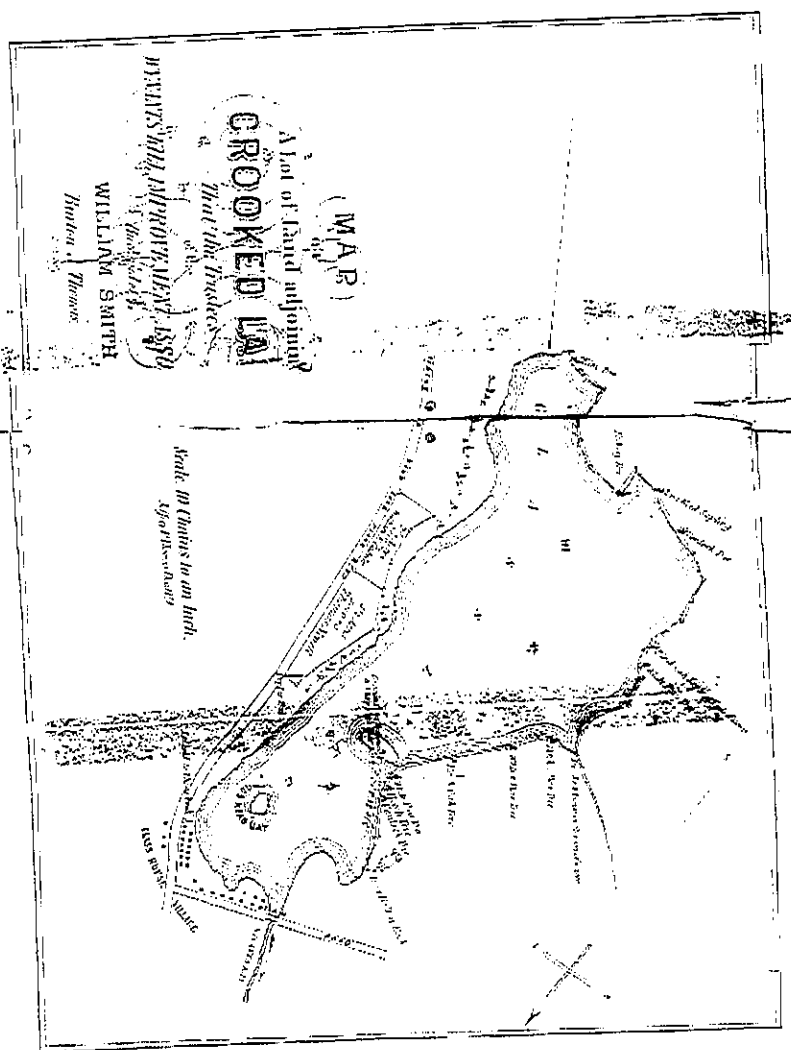
All of which is respectfully submitted.

Signed, ROBT. T. SMART, } Committee.
 G. C. ARNOLD, }

On motion—G. C. Arnold, and Burton A. Thomas were appointed to settle the claims of Mr. Rush and Mr. Knowlton, for damages said to be sustained by them, by reason of raising the water in Glass Lake, and report to the next meeting.

Adjourned, *sine die*.

JOHN RANKIN, *Secretary*.



The following Reports (Numbers 1 and 2) were made by Jacob D. in pursuance of a resolution passed at a meeting of said Association. Merritt a Committee "to investigate the several accounts against the and companies, and make out a new assessment."

Dr.			Wynants Kill Association		No.
FOR SNYDER'S LAKE.					
1840, May 1.	To Disbursements to date, per				
	Lake Book, 36 fol.	\$231	29		
1843, Jan. 1.	Do. do. 26 fol.	110	01		
1848, Feb. 23.	Do. do. 48 fol.	49	21		
					\$1,090 51

FOR MARTIN'S LAKE.				
1840, May 1.	To Disbursements to date, per			
	Lake Book, 26 fol.	\$36	33	
1843, Jan. 1.	Do. do. 25 fol.	30	73	
				76 06

FOR SAND LAKE.				
1840, May 1.	To Disbursements to date, per			
	Lake Book, 37 fol.	\$1,034	91	
1843, Jan. 1.	Do. do. 37 and			
	40 fol.	567	13	
1848, Feb. 23.	Do. do. 42 fol.	186	02	
				1,788 06

FOR CROOKED LAKE.				
1840, May 1.	To Disbursements to date, per			
	Lake Book, .....\$1	792	06	
1843, Jan. 1.	Do. do.	115	28	
1848, Feb. 23.	Do. do.	226	13	
				2,133 45
				\$5,088 05

1848, Feb. 23.	To Balance from account,			\$461 56
1848, Feb. 23.	To Balance due me in Lake Book			
	for Calls, viz:			
	Jonathan Richardson, per 5 fol.	\$139	97	
	John Rankin, per 7 fol.	27	49	
	B. W. Sharpe, per 10 fol.	8	36	
	Warren Coleman, per 14 fol.	84	06	
				259 88
				\$721 24
1848, Feb. 23.	To Balance,.....			\$572 53
1848, Feb. 23.	To Services,.....			

Merritt, Secretary and Treasurer of the "WYNANTS KILL ASSOCIATION," held Feb. 23d, 1848, appointing John Rankin, John Kerr, and Jacob D. Association, ascertain the balance due from the Association to individuals

I.		Cr.
in Acct. with J. D. Merritt.		
FOR SNYDER'S LAKE.		
1840, May 1.	By Cash rec'd for Calls, &c., to date, pr. Lake Book.....	\$808 04
1840, June 17.	By Cash rec'd, charged members Association,	123 25
1843, Jan. 1.	By Cash rec'd, charged members Association,	110 01
		<hr/> \$1,041 30
FOR MARTIN'S LAKE.		
1840, May 1.	By Cash rec'd of G. Relay & Co., for their proportion,	\$ 32
1840, June 17.	By Cash charged to members of Association,	36 01
1843, Jan. 1.	By Cash charged to members of Association,	39 73
		<hr/> 76 06
FOR SAND LAKE.		
1840, May 1.	By Cash rec'd for Calls, &c., to date,	\$710 02
1840, June 17.	By Cash, charged to members of Association,	324 89
1843, Jan. 1.	By Cash, charged to members of Association,	567 13
		<hr/> 1,602 04
FOR CROOKED LAKE.		
1840, May 1.	By Cash rec'd for Calls, &c., to date,	\$1,090 80
1840, June 17.	By Cash, charged to members of Association,	444 25
1843, Jan. 1.	By Cash, charged to members of Association,	72 27
		<hr/> 1,607 32
1848, Feb. 23.	By Balance to W. account,	461 36
		<hr/> \$5,088 08
1848, Feb. 23. By balance due from me on Lake Book, viz.:		
	Estate of R. P. Hart. 1 fol.	\$42 02
	Albany Iron & Nail Works, 2 fol.	11 91
	A. Lyman,	12 fol. 43
	Arnolds & Co.,	18 fol. 93 75
		<hr/> \$148 71
	Balance carried down,	572 31
		<hr/> \$721 24

NO. 2.

Dr.

Wyman's Kill Association in Account with J. D. Merrill.
FOR THREE DAM AT GLASS LAKE.

1812, Apr.

To H. C. Arnold, for amt. paid by him from April 13 to July 11, 1812, being two years' rent in advance, in compliance with agreement with H. J. Knowlson, to build Dam at Glass Lake, \$ 100 00

Interest on abov. 49

1814, Oct. 12.

To H. C. Arnold, for amt. paid H. J. Knowlson, 6 m. to 1 Oct., 1814, 100 00

1815, Apr. 2.

Do. do. do. Apr. 1, 1815, 100 00

1816, Mar. 11.

Do. do. do. Oct. 1, 1815, 100 00

1816, Mar. 21.

Do. do. do. on acct. recd. 50 00

1816, May 20.

To Stephen Warren, for amt. paid R. J. Knowlson in full, 6 m. rent to April 1, 1816, \$750 49

1816, May 20.

To H. C. Arnold, for expenses of lawsuit with Foster in 1812 and 1813, 50 00

1816, May 20.

Do. do. do. paid Union towing gate from 1812 to 1815, inclusive, 17 00

1816, May 20.

Do. do. do. disbursements per cell 1a. and per Column 1c. for Lake in 1815 and 1814, 62

1816, May 20.

To H. C. Arnold for horse and wagon to collect rents, Nov. 21, 1815, 4 00

1816, May 20.

Do. do. do. 40 87

1816, May 20.

To H. C. Arnold for horse and wagon to collect rents, Nov. 21, 1815, \$411 36

1816, May 20.

Do. do. do. 130

FOR PURCHASE OF LAND.

1815, Dec. 20.

To Stephen Warren for cash pd. survey persons for land, viz: Sand, Wilkison, \$50; Henry Allen, \$30; A. V. P. Gregory, \$45; Sand, \$95 00

1815, Dec. 27.

Alexander Thompson, \$5; Ramsey Thompson, from March to April 1816, 5 00

1815, Dec. 27.

Edith Hawley, \$100; Wm. Hawley, \$100; Pecked Thibault, \$100; Pecked, 300 00

1815, Dec. 27.

Gilbert Hawley, \$20; Jan. 6, 1816, do. Beckamp, \$100; 30 00

1816, Jan. 7.

Thomas Thibault, \$20; 50 00

1816, Jan. 7.

To Stephen Warren, per Knowlson's bill for advertising, \$1 50; Wood, Thibault & Charles bill, \$5; 86 50

1816, Jan. 7.

To Stephen Warren, per, receiving deeds Sand Lake, \$1 50; do. Crooked Lake, \$1 65, 9 15

NO. 2 (Continued).

Dr.

FOR PURCHASE OF LAND (CONTINUED).

Wynants Kill Association in Account with J. D. Merrill.

To Stephen Warren, pr. Wm. Pox services, \$2; acknowledging deeds, \$2, . . . 4 00
To Samuel Warren, pr. S. Slover, use of horse and writing deeds, \$5; horse-keeping, \$1, 6 00

25 65

Balance carried to rent account below,

505 65
147 60

FOR BUILDING SECOND DAM AT GLASS LAKE.

1846, June 6 To S. Warren, for cash pr. Arnold's orders to Jacob Hunt, in full for building Dam to July 20, pr. contract, \$ 2 31
1846, to Jan., 1846 To H. C. Arnold, for his bill labor and acknowledging deeds, 66 71
1846, June to 1848, Feb. To H. C. Arnold, for his bill labor, ratings, paving, drawing gravel, &c., 69 02

\$850 00

131

1845, Dec. to 1846, Oct. To G. Schermerhorn, for his bill lumber, labor, nails, and blacksmith work, To Jno. Kerry, for W. H. Wicks' bill, labor and lumber, 32 82
1845, Sept. Balance carried to rent account below, 13 50
146 69

Balance carried to rent account below,

FOR RENT OF SECOND DAM, GLASS LAKE.

1846, Oct. 6, S. Warren, for cash pd. R. J. Knowlson, 6 m. rent to Oct. 1, 1846, \$125 00
1847, Mar. 30, H. C. Arnold, for cash pd. R. J. Knowlson, 6 m. rent to April 1, 1847, 125 00
1847, Jno. Ranking, for cash pd. R. J. Knowlson, on acct. of rent, \$174 41
R. J. Knowlson, for rent due him, April 1, 1848, 75 59

\$174 41

Balance on 1st Dam,

250 00
54 11

1848, Feb. 23, Balance,

\$551 11
\$10 82

NO. 2 (Continued).

	Wynants Kill Association in Account with J. D. Merrill.	Cr.
	FOR PINEP DAM AT GLASS LAKE.	
1812, Apr.	By H. G. Arnold, for cash rec'd by him for subscription to 1st Dam, viz: A. Lyman, \$10; Arnold & Co., \$10; S. Warren, \$30; Rankin, \$30; Merrill, \$50; Budgey, \$30; Winslow, \$30; Howland, \$30; Richardson (Feb. 17, 18), \$30; 200 00	
1814, Oct. 8.	Merrill, \$25; Winslow, \$25; Budgey, \$25; Warren, \$25;.....	\$100 00
1814, Nov. 30.	Howland, \$25; Rankin, \$25; Arnold & Co., \$20; Sechenecton (5 July, '16), 75 00	
1815, Nov. 21.	Merrill, \$25; Winslow, \$25; Budgey, \$25; Rankin, \$25;.....	100 00
1816, Jan.	Arnold, \$20; Warren, \$25; Howland, \$25;.....	70 00
1812 to 1816.	Coleman, \$18 75; Harrington, \$13; Lyman, \$7; Kerr, \$6 50;.....	345 00
	Balance carried to rent account below,.....	42 25
		<u>\$811 36</u>
		12 12
	FOR PURCHASE OF LAND.	
1817, Dec. 21.	By Stephen Warren, for cash rec'd by him for subscriptions to pay for land, viz: H. P. Hart, est. \$100; J. Townsend, \$100; E. Canning, \$100;.....	\$300 00
	S. Warren, \$100; L. Rankin, \$75; J. Kerr, \$25;.....	200 00
1817, Oct. 27.	By T. Howland's note c. 5 m., for his subscription, and interest on do,.....	\$115 75
	Arnold & Co. for their subscription not paid $\frac{1}{2}$ share,.....	25 00
	C. Sechenecton do, $\frac{1}{4}$ share,.....	12 50
		<u>153 25</u>
		<u>\$653 25</u>
1816, July.	FOR BUILDING SECOND DAM, GLASS LAKE.	
	By S. Warren, for cash rec'd by him for subscriptions to 2d Dam Glass Lake, viz: J. Townsend, \$370; E. Canning, \$170; S. Warren, \$170; Rankin, \$127 50; Howland, \$170;.....	\$907 50

NO. 2 (Continued).

Wyminuts Kill Association in Account with J. D. Merrill.

FOR BUILDING SECOND DATA CLASS LARK (CONTINUED).

1316, Dec. 31.	H. G. Arnold, for cash, rec'd of Commonwealth, \$132 28; do, Jan'y. 9, 1814, 80	\$197 28
	(for use of Dart for livery),	\$12 50
Arnold & Co for their subscription not pd.,	do, 1 share,	42 50
John Kerr, his	do, do, 1 share,	21 25
C. Schenckman, for his	do, do, 1 share,	106 25

Cost of Dam to the Association and repairs of do.....	\$965 31	\$768 00 est., to Association.
Loss rec'd of Town Comm. for privilege of Dam for bridge.....	197 25	

FOR RENT OF SECOND DAM, CLASS TAKEN

1871.			
	Just Remind, for each rec'd by him on subscriptions to pay red, viz :	\$84 02	
	Albin Gordon Pociety, \$16 51 ; Albany Iron Works, \$16 51 ;		\$84 02
	Troy L. & Natl Pociety, \$16 51 ; Jno. Remind, \$11 88 ;		\$1 39
			\$174 41

	\$6	51
T. Hovekby, for his subscription and part,		
do.	11	63
Jos. Kvær,		
do.	11	63
Aronsd & Co. for their		
do.	5	82
E. Schumacher, for his		
share,		
	79	34

Balance of acct. for purchase of land	211 60
Balance of acct. building 2d. Bldg.	45 69
	<hr/> 257 29

1818, Vol. 23. Balance to new acct.,	10 82
	<hr/> \$561 11

The following entries, copied from the books of John Rankin, Secretary and Treasurer of the "*Wynants Kill Improvement Association*," will show the expenditures of the Association for each Lake, from April 29th, 1848, to April 1st, 1863, and also who were assessed to pay the same; and the amount assessed to each member respectively:

March 29th, 1849.

Sundries Dr. to J. D. Merritt:

Merritt & Hart, Flouring Mill,			
to balance old acct.,	\$ 58 75		Paid.
Albany Iron Works, do.	122 35		"
Troy Iron and Nail Factory, to bal. old acct.	118 27		"
Troy Woollen Co., to balance old acct.	166 91		"
Albia Cotton Factory, do.	23 45		"
Sand Lake Cotton Factory, do.	16 55		"
	<hr/>	\$562 29	
Sand Lake Cotton Factory, to General Ex-			
penses for balance of old acct.,	\$26 45	26 45	

Oct. 30th, 1852.

General Expenses Dr. to Sundries:

Glass Lake to balance acct.,	\$1,123 74	
Sand Lake do.	55 48	
Crooked Lake do.	132 19	
Jacob D. Merritt, do.	36 77	
	<hr/>	1,373 90

Sundries Dr. to General Expenses:

Merritt & Hart, Flouring Mill assessm't, ord. Sept. 29, 1852	171 38	Paid.
Albany Iron Works, do. do. do.	314 59	"
Troy Iron and Nail Factory, do. do. do.	600 82	"
Richardson's Flouring Mill, do. do. do.	51 50	"
Troy Woollen Co., do. do. do.	68 65	"
Albia Cotton Factory, do. do. do.	154 50	"
Sand Lake Cotton Factory, do. do. do.	51 50	"
	<hr/>	\$1,313 63

Nov. 1st, 1854.

General Expenses Dr. to Sundries:

Glass Lake to balance acct.,	\$855 22	
Sand Lake do.	55 48	
Crooked Lake do.	16 72	
	<hr/>	928 42

Nov. 1st, 1851.

Sundries Dr. to General Expenses:

Merritt & Hart, Fl'g Mill, assessmt this date	72 50	Paid.
Albany Iron Works, do. do.	217 77	"
Troy Iron and Nail Factory, do. do.	254 07	"
Howland's Paper Mill, do. do.	43 50	"
Richardson's Flouring Mill, do. do.	21 78	"
Troy Woolen Co. do. do.	94 37	"
Sand Lake Cotton Factory, do. do.	21 78	"

725 92

April 1st, 1850.

General Expenses Dr. to Sundries.

Glass Lake, to balance acct.,	\$272 00
Sand Lake, do.	12 47
Crooked Lake, do.	8 47

293 57

Sundries Dr. to General Expenses.

Merritt & Hart, Fl'g Mill, for assmt. Apl. 1, '50	30 00
Albany Iron Works, do. do.	90 00
Troy Iron and Nail Factory, do. do.	103 00
Howland's Paper Mill, do. do.	18 00
Troy Woolen Co., do. do.	30 00
Sand Lake Cotton Factory, do. do.	9 00
Richardson's Flouring Mill, do. do.	9 00

300 000

January 1st, 1850.

General Expenses Dr. to Sundries:

Glass Lake, to balance acct.,	\$535 00
Sand Lake, do.	20 53
Crooked Lake, do.	381 16

936 69

January 1st, 1853.

Sundries Dr. to General Expenses:

Merritt & Hart, Flouring Mill,	\$92 67	Paid.
Albany Iron Works,	281 00	"
Troy Iron and Nail Factory,	327 84	"
Howland's Paper Mill,	36 20	"
Richardson's Flouring Mill,	28 10	"
Troy Woolen Co.,	121 78	"
Sand Lake Cotton Factory,	28 10	"

936 69

January 1st, 1850.

General Expenses Dr. to Sundries:

Glass Lake, to balance account,	\$283 12
Sand Lake, do.	80 71
Crooked Lake, do.	341 11

710 94

Sundries Dr. to General Expenses:

Merritt & Hart, Flouring Mill,	assessment June 1, 1859	\$ 71 18	Paid.
Albany Iron Works, do.	do.	213 55	Not Paid.
Troy Iron and Nail Factory, do.	do.	248 16	Paid.
Howland's Paper Mill, do.	do.	42 71	"
Richardson's Flouring Mill, do.	do.	21 36	"
Troy Woolen Co., do.	do.	92 55	"
Sand Lake Cotton Factory, do.	do.	21 30	"
		<u>711 88</u>	

March 1st, 1860.

General Expenses Dr. to Sundries:

Glass Lake, to balance acct.,	\$4,845 41	
Sand Lake, do.	61 69	
Crooked Lake, do.	254 02	
	<u>5,261 12</u>	

James Aiken Dr. to General Expenses, to balance acct., the entry being made simply to make a record of the donation,.....

\$500 00
300 00

Sundries Dr. to General Expenses:

Merritt & Hart, Flouring Mill,	assessment March 1, 1860	\$ 526 11	Paid.
Albany Iron Works, do.	do.	1,578 34	Not Paid.
Troy Iron and Nail Factory, do.	do.	1,841 39	Paid.
Howland's Paper Mill, do.	do.	315 67	"
Richardson's Flouring Mill, do.	do.	157 83	"
Troy Woolen Co., do.	do.	683 95	"
Sand Lake Cotton Factory, do.	do.	157 83	"
		<u>5,261 12</u>	

April 1st, 1862.

General Expenses Dr. to Sundries:

Glass Lake, to balance acct.,	\$335 15	
Sand Lake, do.	62 09	
Crooked Lake, do.	17 75	
	<u>415 02</u>	

Sundries Dr. to General Expenses:

Merritt & Hart Flouring Mill,	assessment April 1, 1862	13 86	Paid.
Albany Iron Works, do.	do.	41 57	Not Paid.
Troy Iron and Nail Factory, do.	do.	48 50	Paid.
Smart & Bros. (Howland's Paper Mill) do.	do.	8 31	"
Smart & Bros. (Richardson's Mill) do.	do.	4 16	"
Troy Woolen Co., do.	do.	18 02	"
Arnolds Co. (Sand Lake C't'n Fact.) do.	do.	4 16	"
		<u>138 58</u>	

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