

Budd Hardin Part 1 docs transcribed by SKH

01

Notice of Letters Testamentary

4 Jun 1875

Letters testamentary of the last will and testament of Julia Elmendorf of the Town of Red Hook granted and issued by DC Surrogate, to Thomas Elmendorf.

Signed 4 Jun 1875 John M. Dorland, clerk to Peter Dorland, Surrogate

02

Letter of Administration

9 Sep 1876

To Andrew K Pitcher and Thomas Elmendorf husband and friend of Mary Ann Pitcher deceased.

Mary Ann Pitcher late of the Town of Red Hook deceased died intestate. Administration of the late Mary Ann Pitcher's goods, chattels etc granted to Andrew K Pitcher and Thomas Elmendorf.

Signed Peter Dorland, Surrogate 9 Sep 1876 ("in the year of our Lord one thousand eight hundred and seventy six and of our independence the 101st.")

Book No. 14 of Letters Testamentary and Administration

03

Letter of Administration

9 Sep 1876

To Mary J Potts daughter of Cornelius E. Elmendorf deceased

Cornelius E. Elmendorf late of the Town of Red Hook deceased died intestate. Administration of the late Cornelius E. Elmendorf's goods, chattels etc granted to Mary J. Potts.

Signed Peter Dorland, Surrogate 9 Sep 1876

Book No. 14 of Letters Testamentary and Administration

04

Notice of letters of Administration

9 Sep 1876

Letters of administration of the goods, chattels etc of Cornelius Elmendorf late of the Town of Red Hook were granted to Mary J. Potts.

Signed 6 Nov 1876 John M. Dorland, clerk to Peter Dorland, Surrogate

05

Letter of Administration

9 Sep 1876

To Thomas Elmendorf Brother of Amelia Elmendorf deceased

Amelia Elmendorf late of the Town of Red Hook deceased died intestate. Administration of the late Amelia Elmendorf's goods, chattels etc granted to ~~Andrew K Pitcher and~~ [Andrew's name is written and crossed out] Thomas Elmendorf.

Signed Peter Dorland, Surrogate, 9 Sep 1876

Book No. 14 of Letters Testamentary and Administration

06

Notice of letters of Administration

9 Sep 1876

Letters of administration of the goods, chattels etc of Amelia Elmendorf late of the Town of Red Hook were granted to Thomas Elmendorf.

Signed 9 Nov 1876 John M. Dorland, clerk to Peter Dorland, Surrogate

07a & 7b

Will of Jane E. Pitcher

13 Dec 1878

I Jane E. Pitcher of the town of Red Hook, County of Dutchess and State of New York, being of sound and disposing mind and memory, but ever mindful of the uncertainty of human life, do make this my last will and testament in manner following, that is to say -

First I give and bequeath to my beloved husband John L. Pitcher the sum of one thousand dollars to be paid him by my executor hereinafter named, out of my estate in case of his death then to his children share and share alike. So that if I should survive my said husband it is my will that his children shall receive the amount hereby bequeathed to my said husband -

Second I also bequeath all my household property to my said husband for his use, and after his death to go to my step daughter Eliza M. Pitcher.

All the rest and residue of my property both real and personal of which I may be possessed at the time of my death, except as hereinafter named, I give bequeath and devise to my brother Thomas Elmendorf and my sister Rachel Elmendorf share and share alike, but if either dies without heirs, then the whole of said residue to go to the longest lives of them.

Fourth My personal wearing apparel I give and bequeath to my sister Rachel Elmendorf and my step daughter Eliza M. Pitcher.

Fifth I hereby constitute and appoint my brother Thomas Elmendorf the executor of this my last will and testament, hereby revoking all former wills by me made.

In witness whereof I hereunto set my hand this 13th day of December 1878

Witnesses

Angelina Hermance Jane E. Pitcher

Julia Hermance

[Attestation by Angelina and Julia follows.]

Recorded Liber No 6 Page 122

08

Notice of Proven Will of Jane E. Pitcher

5 Jun 1879

Will and testament of Jane E. Pitcher late of the Town of Red Hook deceased. Administration granted to Thomas Elmendorf, executor.

Signed Collins Sheldon, Surrogate, 5 Jun 1879

Book No. 15 of Letters Testamentary and Administration

09a

Handwritten note

30 Jun 1880

Thomas Elmendorf, executor of Jane E. Pitcher orders payments:

To Aaron P. Pitcher "the amount due to us as heirs of Estate above mentioned" \$250 for "each of us" and \$750 "in the aggregate". Signed L. Allen Pitcher, L.M. Pitcher E.P. Pitcher

09b

Cover of note 09a

10a

Handwritten note

16 Jul 1880

Received Upper Red Hook July 16th 1880 of Thomas Elmendorf executor of the Estate of Jane E. Pitcher deceased the sum of one thousand dollars according to the following bequest in her last will and testament. (quote from will (doc 7) follows, 1K to husband John, unless he died then to his children. Children listed: Aaron P. Pitcher, L. Allen Pitcher, L.M. Pitcher, E.P. Pitcher

10b

Cover of note 10a

11a & 11b

Will of Thomas Elmendorf

12 Aug 1881

I Thomas Elmendorf of the Town of Red Hook County of Dutchess and State of New York, being of sound and disposing mind and memory but ever mindful of the uncertainty of human life do make this my last will and testament in manner following that is to say -

I give bequeath and devise all my real and personal property of whatever name or kind of which I may be possessed at the time of my death to my kind and loving sister Rachel Elmendorf to be used and disposed of by her as she may see fit for her comfort and convenience during her life and what is left after her death after paying funeral and all necessary expenses i give and bequeath and devise to my only niece Mary Jane Elmendorf the wife of Peter F. Potts. She the said Mary Jane Potts to give her daughter Maria Elmendorf Potts when she becomes of age the sum of one thousand dollars and her son Thomas Elmendorf Potts the sum of two thousand dollars when he arrives at the age or twenty one years - provided herein that if the behaviour of either such daughter or son be unbecoming she may in her discretion withhold the gift.

I hereby constitute and appoint my sister Rachel Elmendorf and my niece Mary Jane Potts executrixes and my nephew Peter P. Potts executor. (all of the Town of Red hook) of this my last will and testament -

In witness whereof I hereunto set my hand this twelfth day of August 1881, Thomas Elmendorf
Witnesses

Angelica Hermance Upper Red Hook NY

Julia Hermance Upper Red Hook NY

[Attestation follows]

Liber 13 page 463

Card over this page states his will was proved 7 Dec 1896, Cyrenus P. Dorland, Surrogate

12a & 12b

Well, sugar. This is a typed version of 11.

12c

16 Sep 1897

Note stating that a copy of Thomas Elmendorf's will was compared to that on file and was determined to be legit. Signed A.W. Irish, surrogate clerk 16 Sep 1897

12d

Cover of Thomas Elmendorf will

14a

Receipt/note RE Estate of Andrew K. Pitcher, deceased
15 Apr 1887

Whereas by a decree Of the Surrogate of said County in this matter entered April 15th 1887 Laura Vignes administratrix of said deceased was ordered and directed to pay to the undersigned the sum of \$15424 [there is no decimal-sk] Now I do hereby acknowledge the receipt of the said sum from said admx and release her from all further liability & accountability - as such admx after or on ac--[obsured by hole torn in paper] of the Estate of said deceased [obsured by hole torn in paper] the surrogate of said County to enter this as a discharge of said decree. Witness my hand this 15th day of April 1887 A.H. Pitcher

13b

Reverse side of 13a, Attestation of appearance of Anthony H. Pitcher to 17 signed by Notary.

14a & 14b

Handwritten note

Same as above, same date, same Laura Vignes, different dollar figure. \$254.24, signed Hoffman Pitcher. 14b is similar to 13b.

15a & 15b

Same as above, same date, same Laura Vignes, different dollar figure. \$164.24, signed William Pitcher. 15b is similar to 13b.

16a & 16b

Same as above, same date, same Laura Vignes, different dollar figure. \$254.24, [larger void in a similar place as other docs] signed Sarah J. Elting. 16b is similar to 13b.

17a, 17b, 18a

Rental Agreement b/w J.F. Potts & Sylvester Feller

11 Feb 1889

This agreement made this 11th day of February 1889 between J F Pott of the Town of Red Hook State of New York County of Dutchess of the first part and Sylvester Feller of the same place of the second part witnesseth that the party of the first part agree to let the party of the second part work the farm upon which the party of the first part now resides for the term of one year from the first of April next (1889) upon the following terms

The party of the second part in compensation for the work he does upon the farm by himself or other in his employ is to have the avails of ($\frac{1}{3}$) one third of the rye sold the seed for fall sowing is to be taken from the undivided portion ($\frac{1}{3}$) on third of the hay and oats and corn sold seed for sowing oats and planting corn is to be furnished by the party of the first part. The party of the second part is to have milk to use for his family from the cows the remainder of the milk he is to make butter from each party to reserve one half ($\frac{1}{2}$) he is also to have one half of the color the refuse milk to be fed to the pigs on the farm he is also to have ($\frac{1}{2}$) one half of the pork raised and fatted and to leave as many sows on the place at the end of the year as he reserved and as near as possible the same size and condition.

The party of the second part is to have one half of the increase of the fowls and one half of the eggs therefrom. And is to leave as many at the end of the year as he receives should he bring any fowls on the farm they are to be considered the same as the other fowls with the privilege to take them at the end of the year. The party of the second part is to have one half ($\frac{1}{2}$) of the buckwheat and potatoes raised and is to leave the same amount sewn and planted for seed for another year two third of the rye straw to be sold the part of the second part to reserve one third ($\frac{1}{3}$) of the avails. The horses stock hogs and poultry is to [be] kept from the product of the farm from the undivided hay and grain. Each party contributing their share. The party of the second part is to have one half ($\frac{1}{2}$) of the fruit of the farm, be furnishing one half of the Ble [assume that

stands for bushel] for that which is sold. The party of the first part reserves for himself the south half of the garden also the yard in which his dwelling house is situated except as to the fruit in the hard and the grass that he may leave standing for hay. The party of the second part is to work out the road tax of the farm. He is also to have the benefit of the fall sown grain and to sow as many bushels or acres the coming fall. If there is more grain sown said Feller is to have one dollar per bushel for the excess. The party of the second part is to have for his own use the house now occupied by John DuBois with garden attached. Should however the party of the first part conclude to give him @ portion of the house he now occupies than the former house and garden is not to be considered @ part of the farm. Should there be any young stock kept on the place the party of the second part is to have one third of the increase oats straw and corn stalks to be fed on the farm. The receipts of all the produce from the farm at the place of delivery are to be taken in the name of the first part and to be settled for by him. The party of the first part reserves the right of direction as to sending the produce to market and as to ploughing the different lots and fields. The party of the second part is to have the privilege of getting fire wood for one fire under the direction of the party of the first part and is to get out the following winter as much fire wood to leave on the wood pile as he receive on his taking the farm. The party of the second part is to leave as much hay, grain, stalks & straw on the premises at the end of the year as he receives and of as good quality. The party of the second part is to put and keep the fences in good order and cut and draw rails and stakes necessary for the same also to cast out and spread all the manure from the yard as directed by the party of the first part sow all the clover and timothy seed necessary on the farm cut and burn all the weads [sic] and bushes along the fences in the month of August once do all the work upon said farm necessary to be done faithfully and in @ workman like manner and in seasonable time and take good care of all the love stock tools wagon harness sleighs implements &c placed in his charge and house them when not in use.

In witness thereof we have hereunto set our hands this eleventh day of February one thousand eight hundred & eighty nine (1889) P.F. Potts Sylvester Feller

[additional notes about words crossed out] Signed March 27th PF Potts S Feller

19a, 19b & 19c

Rental Agreement b/w P.F. Potts & Isaac Smith

1 Feb 1892

This agreement made this 1st day of Feby 1892 between P F Potts of Red Hook NY of the first part and Isaac Smith of Rhinebeck NY of the second part.

Witnesseth that the party of the first part agree to let the party of the second part work the farm on which Sylvester Feller now resides together with the farm owned by Mrs. Potts known as the Moore Farm for the term of one year from the first day of April 1892 until the first day of April 1893 upon the following terms. The party of the second part in compensation for the work done ipin the farm by himself and others in his employ is to have the avails ($\frac{1}{3}$) one third of the rye oats corn buckwheat hay potatoes apples pork, straw, and produce raised and sold from the places. The horned sheep & stock hogs are to be kept and fed from the proceeds of the places. The party of the second part claiming no avails or $\frac{1}{3}$ interest in the produce & grain used for keeping the same stock. The party of the first part is to furnish two cows. The party of the second part is to have the whole benefit of said cows he to furnish the grain for the same. The party of the first part is to furnish not less than [space for # is blank] fowls. Each party to receive $\frac{1}{2}$ of the eggs $\frac{1}{2}$ of the increase raised. The party of the second part is to have the benefit of the fall sown grain and to sow as many bushels or acres the coming fall. The seed rye is to be taken from the undivided portion not to be consumed or sold. The party of the second part is to have one third $\frac{1}{3}$ of the increase of the sheep, $\frac{1}{2}$ of the wool and is to work out all the road taxes assessed on said farms. The oats straw corn stalks and $\frac{1}{4}$ of the rye straw is to remain on the place for the benefit of the farms and stock and the same amount of hay grain potatoes straw &

to be left on the farm at the end of the year that the party of the second part receives on taking possession or may be given him after. The party of the second part is to occupy that portion of the house occupied by Sylvester Feller consisting of rooms as follows kitchen dining room, room & pantry off kitchen two rooms up stairs over kitchen and large room over dining room. The party of the second part is to have the privilege of fire wood for one fire. The receipt of all the produce from the farms at the place of delivery are to be taken in the name of the first party and to be settled for by him. The party of the first part reserves the right of directing as to sending the produce to market and as to ploughing the different lots and fields. The house and yard now occupied by Phillip Simmons is not to be considered as a part of the farm as in this contract. The party of the second part is to put and keep the fences in good order and cut and draw posts & rails & stocks necessary for the same also to cart out and spread all the manure from the yard as directed by the party of the first part sow all the clover & timothy seed necessary on the farms cut and burn all the weeds & bushes along the fences in the month of August and do all the work on said farms necessary to be done in a workman like manner and in seasonable time and take good care of all the live stock tools wagon harness sleighs implements &c placed in his charge and house them when not in use.

The party of the second part is to furnish one horse to be worked and kept the same as the other farm horses.

Signed the first day of Feby 1892 P F Potts Isaac Smith [Smith's signature is child-like-skx]
[addendum follows that 1st part to furnish 100 bushels oats for farm use, 20 Mar 1893]

20a

28 Jul 1897

Notary form vouching that Peter F Potts and Mary J Potts were who they said they were regarding 20b.

20b

Mortgage estate of Thomas Elmendorf/Mina Elmendorf/Almon Bryant, estate of Milton Bryant...
30 Mar 1891

Mortgage b/w Peter F Potts & Mary J Potts executors of the late Thomas Elmendorf deceased party of the first part in consideration of the sum of two thousand dollars to us in hand paid by Mina Elmendorf Potts of Red Hook NY of the second part [legal boilerplate follows]

Indenture of Mortgage bearing date the 30th day of March in the year one thousand eight hundred and ninety one made by Almon* Bryant to Benjamin F. Sheldon as executor of xe of Milton Bryant deceased. And by said Benjamin F. Sheldon as such executor duly assigned to Horton Bryant by assignment dated April 1st 1891 and which said Mortgage was duly assigned by said Horton Bryant to said Thomas Elmendorf in his life time by assignment dated October 20th 1891 and recorded in the Clerk's office of the County of Columbia October 20th 1891 in Liber 8 of assignments mortgages page 214.

Recorded Columbia County 1 Apr 1891 Book 71 mortgages page 364 [more boiler follows]

*1870 Census Livingston Col. Co. NY

Milton Bryant 49, Lucinda 54, William 26, Almon 22, Edgar 19, Emma 17, Martha 12, & Horton 8

21a, 22b, & 22d [there is no 21b or 22a]

Will of Julia Elmendorf

6 Nov 1894

I Julia Elmendorf of the Town of Red hook in the County of Dutchess State of New York being in feeble health and mindful of the ___ of human life & being of sound and disposing mind & memory do make publish & declare this my last will and testament in manner following that is to say...

First I give and bequeath to my brother Cornelius E. Elmendorf the sum of three hundred dollars
Second I give and bequeath to my sister Jane Pitcher wife of John H. Pitcher the sum of three hundred dollars

Third I give and bequeath to the Reformed Church of Upper Red Hook for the use and benefit of said church the sum of five hundred dollars

Fourth all the rest and residue of my property of every name and kind I give bequeath and devise to my brother Thomas elmendorf and sisters Rachel Elmendrof & Amelia Elmendorf share and share alike to have the entire use and benefit thereof as long as they or either of them may live and after the death of the last survivor of said brother & sister I give devise and bequeath to the Reformed Church of Upper Red Hook the sum of five thousand dollars if so much of my property remains unexpended. It being my wish & intention that my said brother Thomas & sisters Rachel & Amelia & the long longest lives of them shall have the use management & control of all the residue of my property the same as th_ a_[?] as long as they may live & if necessary to use the same or any part thereof but not dispace[?] of the same by will to the amount of said five thousand dollars.

Lastly I herby [sic] constitute & appoint my brother Thomas Elmendorf the executor of this my last will & testament hereby revoking all former wills by me made.

In witness whereof I hereunto set me hand this sixth day of November 1894, Julia Elmendorf [shaky signature]

In Person: A.L. Martin Upper Red Hook NY

Jane K. Elmendorf [shaky signature] Schenectady, NY
[attestation follows, continued on 22d]

22c

Cover of Julia Elmendorf will 22a,b, &d, Liber 2 page 296

23

17 Dec 1896

Document regarding will proven for Thomas Elmendorf of Red Hook deceased. Administration granted to Mary J. Potts & Petter F. Potts. Witnessed by A.W. Irish, clerk to Cyrenus P. Dorland, Surrogate Book 25 Letters Testamentary/Administration 7 Dec 1896.

24a

December 1896

Notice of Appraisement to the legatees and next of kin of Thomas deceased of Red Hook. Date and time of appraisal is blank. Signed Mary J. Potts & Peter F. Potts executors.

24b

Appears to be the reverse of 24a, undated, unsigned, but addressed to Maria Potts [not 100% sure on the name].

25

Notice of letters testamentary of the will of Thomas Elmendorf deceased of Red Hook
7 Dec 1896

Mary J. Potts & Peter F. Potts executors

Signed 11 Jan 1897 A.W. Irish clerk to Cyrenus P. Dorland Surrogate

26a

Same sort of document as 20b

20b

Mortgage estate of Thomas Elmendorf/Mina Elmendorf/Almon Bryant, estate of Milton Bryant...
30 Mar 1891

Mortgage b/w Mina Elmendorf Potts of Red Hook Dutchess Co NY party of the first part in consideration of the sum of two thousand dollars to me in hand paid by Mary J. Potts of the same town of the second part [legal boilerplate follows] Indenture of Mortgage bearing date the 30th day of March in the year one thousand eight hundred and ninety one made by Almon Bryant to Benjamin F. Sheldon as executor of xe of Milton Bryant deceased. And by said Benjamin F. Sheldon as such executor duly assigned to Horton Bryant by assignment dated April 1st 1891 and which said Mortgage was duly assigned by said Horton Bryant to said Thomas Elmendorf in his life time by assignment dated October 20th 1891 and which said mortgage was this day (July 28th 1897) duly assigned by Peter F. Potts and Mary J. Potts as executors of the estate of Thomas Elmendorf deceased to me.
Recorded Columbia County 1 Apr 1891 Book 71 mortgages page 364 [more boiler follows].

26b

Reverse of or attached to 26a

Attestation of Mina Elmendorf Potts signed by notary.

27

Letter to F.S. Ornsbee dated 1 Jul 1899 from "PFP" [Peter F. Potts]

Dear Sir

I have been over the correspondence between Mrs. Wendell & Mr. Elmendorf I send to you all I find of interest in the matter they explain themselves and through some light on the subject not as much as I wish they did. That Mrs. Knickerbocker & her sister may find some clause in the will not covered and give us some trouble Mr. Elmendorf might have been satisfied she had a right to sell. He wasn't that kind of man to be caught in a trap.

Yours truly PFP