

1799 Agreement By Landowners To Compensate Henry I. Zoller & Henry A. Zoller For A
Mistake In Certain Legal Descriptions Of Land Within The 1731 Patent Granted To Hartman
Windecker & Others

Montgomery County Book 19, Page 289-292

Recorded October 27, 1824

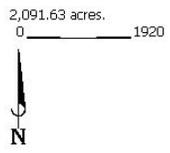
To all to whom these presents shall come or in anywise it may forever hereafter concern. Greeting. Whereas We Henry I. Zoller, Henry A. Zoller, Cornelius Van Campen, Nicholas F. Dockstader, Wilhelmus Dillenbach, Jacob A. Walradt, Henry Walradt, Esq., Adam Contreman, Adam M. Conterman, John Keller, Adam Timmerman, John D. Timmerman, Thomas Timmerman, George Conterman, Jacob H. Moyer, John D. Young, Henry H. Devendorf, Abraham Devendorf, Jacob H. Devendorf, William Timmerman, Peter Miller, Nicholas Dillenbach, and Jonas Dillenbach, all of the County of Montgomery and in the State of New York are possessed of and interested in a certain tract of land granted the 12th day of November in the year of our Lord one thousand seven hundred and thirty one unto Hartman Windecker, Conterman and Caspar Lype situate lying and being on the South side of the Mohawk River in the County aforesaid. Said tract is butted and bounded as follows. Begins at a certain marked tree standing on the Northeast corner of the lands granted to Peter Waggoner, Conrad Wyser, and Thomas Lawyer and runs thence along the line North 55 degrees West 231 chains & 1 rod then North 35 degrees East 105 chains then South 53 degrees East 183 chains then South 9 degrees West 109 chains to the place of beginning containing 2000 acres of land and the usual allowance for highways. Whereas it appears that a division hath been made of the tract and by the division a great mistake appears to have been committed by leaving a certain part of the said first mentioned tract lying in the lower or most Southeasterly part of said tract which mistake appears to have been committed by beginning at a wrong place of beginning of said tract first mentioned and by running from thence the said courses and distances of said tract it runs in upon a tract of land granted unto Philip Livingston and others. Now therefore it is known that in order to prevent trouble and dispute hereafter, we or some of us have bought part of the land which was run upon the said last mentioned tract by mistake as aforesaid. In order to make past satisfaction to those persons owning the upper or Northwest in the said first mentioned tract and we or some of us did on January 26, 1798 convey unto Peter Miller above mentioned and to his heirs and assigns all the lands lying between the lot of land at present in possession of Jacob H. Devendorf and Lot No. 2 of said first mentioned tract. So far as the courses and distances mentioned in said conveyance does include. Reference to said conveyance had will more fully appear and the said Peter Miller and and A_____ his wife did on the 27th day of said month of January convey unto John Henry Moyer and others part of Lot 2 of said first mentioned tract reference to said conveyances had may more fully appear. Which last mentioned conveyances were made in order to make satisfaction for the lands bought as aforesaid and full satisfaction is made to the said Henry I. Zoller and Henry A. Zoller for the lands they fell short by means of the mistake as aforesaid. They being the persons claiming the 2 Northwest lots Henry I./J. Zoller aforesaid claims the most Southwest lot of the said first mentioned tract, but by mistake as aforesaid the land at present in possession of Henry J. Zoller and part of the lands in possession of Henry A. Zoller aforesaid are claimed under the tract granted unto Philip Livingston and others for which reasons the lands are bought aforesaid and in order to establish the division of the said first mentioned tract to Prevent Trouble and lawsuits we have and by these presents do for each of us and such of our heirs executors administrators and assigns ratify and confirm the said division of

the land first mentioned tract as the same now stands and is to remain forever nevertheless it is not to be understood that the intent and meaning of these presents is to prevent either of us nor our heirs and assigns to obtain so much of the said first mentioned tract as and either of us are entitled to by virtue of a title or titles or the intent and meaning thereof but in such manner as the said division of the said first mentioned tract now stands. It is further the intent and meaning of us and either of us that each and either of us and our heirs and assigns shall forever hereafter have, hold use, occupy, possess the lot, lots, or part of a lot or lots as the same is at present in possession of wither of us according to the intent and meaning of one and each and either of our title or titles but not to have reference to the former numbers of lots or lot (except the two former intended upper or Northwest lots in said first mentioned tract, are neither to have reference to the former number of the last two mentioned lots, nor to the whole of the whole of the former given courses and distances. So many of the former given courses and distances as could be obtained without incroaching nor removing the present divisions of the said first mentioned tract or any part thereof as the same division now stands in manner aforesaid. Because full satisfaction or compensation is hereby confessed to have been made by some of us to the said Henry J. Zoller and Henry A. Zoller for the lands they fell short by means of the mistake as aforesaid by conveyances executed to them the said Henry J. Zoller and Henry A. Zoller for part of the lands bought as aforesaid and by other ways and means to their and each of their full satisfaction forever hereafter and it is further not to be understood that the intent and meaning of these presents is to deter (?) us either of us nor one nor either of our heirs and assigns from recovering any lands in possession of any other person or persons holding the same without a lawful right thereto; only as above mentioned so as to remove the division as aforesaid. In witness whereof we Henry I. Zoller, Henry A. Zoller, CVornelius Van Campen, Nicholas F. Dockstader, Wilhilmus Dillenbach, Jacob A. Walradt, Henry Walradt, Esq., Adam Contreman, Adam M. Conterman, John Keller, Adam Timmerman, John D. Timmerman, Thomas Timmerman, George Conterman, Jacob H. Moyer, John D. Young, Henry H. Devendorf, Abraham Devendorf, Jacob H. Devendorf, William Timmerman, Peter Miller, Nicholas Dillenbach, and Jonas Dillenbach have hereunto interchangeably set our hands and seals according to the true intent and meaning of these present with the express intent and meaning that these presents may at all times forever hereafter have effect in law and equity; and not otherwise for the want of form or expression this March 18, 1799.

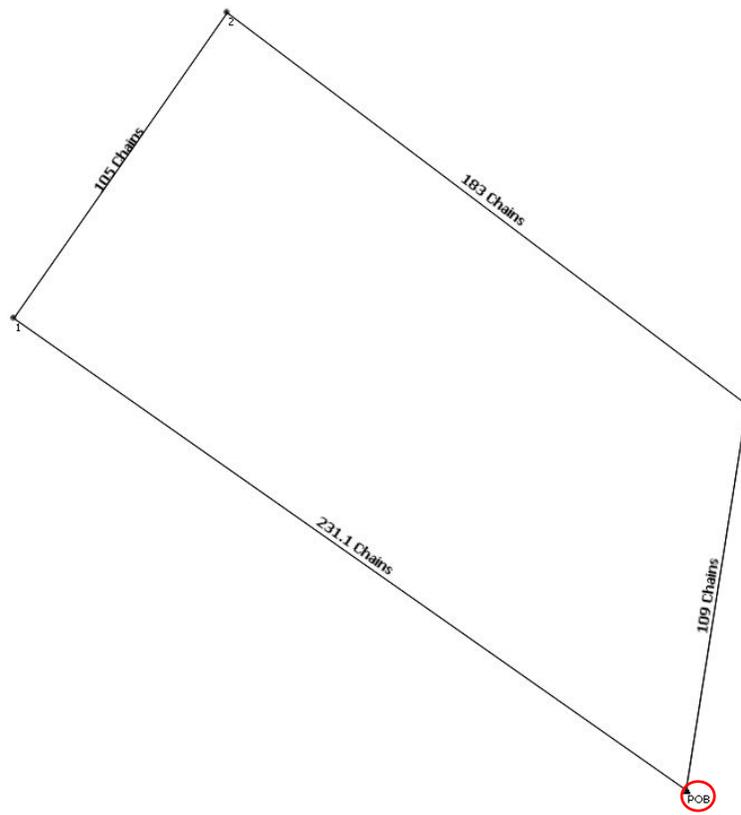
Witness: Cornelius C. Beekman

Note: all signed except the following whom made their mark:

Peter Miller, Adam A. Conterman, Jonas DillenbachHenry A. Zoller, Adam Conterman



N 55 W 231.1 Chains
N 35 E 105 Chains
S 53 E 183 Chains
S 9 W 109 Chains



a certain marked tree standing on the Northeast corner of the lands granted to Peter Waggoner, Conrad Wyser, and Thomas Lawyer