

Articles of Agreement made the Eleventh
day of January, in the year of our Lord one thousand
eight hundred and eighty-two. -

Between Levi Shaw ^{New York City} and Frederick W. Evans Trustees
of the United Society of Shakers at New Lebanon in
the State of New-York and Ira R. Sawson Trustee of
the United Society of Shakers at West Pittsfield in the
State of Massachusetts of the first part, and Joseph
Atkinson of the Borough of Honesdale in the County of
Wayne and Commonwealth of Pennsylvania of the second
part, Witnesseth: That the said Levi Shaw ^{New York City} & Frederick
W. Evans and Ira R. Sawson Trustees as aforesaid, for
and in consideration of the sum of one dollar to them in
hand paid, and for the further considerations hereinafter
mentioned to be paid by the said Joseph Atkinson, at the
times hereinafter mentioned, have granted, bargained,
sold, aliened and conveyed, and by these presents do grant,
bargain, sell, alien and convey unto the said Joseph
Atkinson his heirs and assigns all the White Oak, Rock
Oak, Red Oak, White Pine, Yellow Pine, Pitch Pine, Chest-
nut, Ash and Basswood timber which will make mer-
chantable lumber, and all the Oak and Chestnut timber
suitable for rail road ties, now standing and growing
upon the following lots, tracts or parcels of land situated
in the County of Pike and Commonwealth of Pennsyl-
vania viz: - Lot in the warrant name of John C. Stocker
number 147, containing 439 acres and 100 perches, and
a lot in the warrant name of John Phillips, number
144, containing 439 acres and 100 perches, both of said
lots being situated in the Township of Blooming Grove
in said County of Pike; and the following lots situated in
Palmira Township in said County viz: - Lot in the war-
antee name of William Phillips, number 148, containing
439 acres and 100 perches; Lot in the warrant name of
Abram C. Mason, number 126, containing 429 acres and
30 perches; a lot in the warrant name of Jacob Kimble
number 103, containing 352 acres; a lot in the warrant
name of William Moulder, number 97 containing
404 acres; a lot in the warrant name of Ephraim
Kimble, number 96 containing 368 acres; a lot in the
warrant name of Hewy Holland, number 93, contain-

ing 244 acres and 51 perches; a Lot in the warrantee name of Abraham Seple, number 95, containing 287 acres and 43 perches; and a Lot in the warrantee name of Ham Seple, number 94, containing 287 acres and 43 perches; - And the said parties of the first part also agree to peel or caused to be peeled all the Rock Oak and Red Oak at such times as the said Joseph Atkinson is removing the other timber, and the said Atkinson agree not to remove the Rock Oak and Red Oak until it is peeled provided that the said parties of the first part peel the same within the time that he is engaged in removing the other timber. -

And the said party of the second part agrees to pay to the said parties of the first part for all good and merchantable lumber, consisting of White Oak, Rock Oak, Red Oak, White Pine, Yellow Pine, Pitch Pine, Chestnut, Ash and Basswood timber now standing and growing upon said lots of land, at the rate of Six dollars per thousand feet; and for first class Oak and Chestnut railroad ties, at the rate of one cent per foot running measure; and for all second class ties, which may be rejected as first class by the railroad company at the rate of one half cent per foot running measure. - And it is further agreed that the payments for lumber cut and removed by said party of the second part shall be made as follows, viz: One half on the first day of June and the balance on the first day of September in each year hereafter until the whole of said timber shall be cut and removed from said lands. -

And it is further agreed by and between the said parties that the said Joseph Atkinson shall cut and remove lumber and ties to the amount of at least three thousand dollars during each year until the whole of the merchantable lumber is removed from said lands; and that the logs shall be measured, according to "Dogley's Reel", by such person or persons as may be hereafter mutually agreed upon by the said parties of the first part and the said party of the second part. -

And the said parties of the first part further agree, that said Joseph Atkinson shall have authority by himself and servants, agents and workmen, or other persons to whom he may hereafter sell said timber, to go upon said lands and cut, fell and remove said timber, and to make all roads necessary for removing the same, at any

And all times hereafter until the whole shall have been removed from said lands; and that said Joseph Atkinson shall have the use of and control of the pond or lake situated within said lands, known as "Big Pond", and also of the mill pond near the steam saw mill hereinafter mentioned.

And it is further agreed by and between the said parties of the first part and the said party of the second part;

That the said party of the second part, his heirs and assigns shall have the use and enjoyment of the steam saw mill upon said premises and all machinery connected therewith, free of charge, for the purpose of manufacturing the said lumber; and the said Joseph Atkinson agrees to be at the expense of making all ordinary repairs upon said mill during his occupancy of the same; and it is further agreed, that the said Joseph Atkinson shall have charge of and the use of all the buildings now erected and standing upon the said premises with the exception of such buildings as M. J. Taylor may require for his use during the bark peeling and grinding seasons, to be mutually arranged between said M. J. Taylor and said Joseph Atkinson; and in consideration of the use of said mill and buildings the said Joseph Atkinson agrees to look after the interests of the said parties of the first part.

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

Sealed and delivered

in presence of

The 7th, 8th, 9th & 10th lines in the second page were erased and redritten before signing.

The words Henry Cantrell in the 11th and 12th lines of the first page interlined before signing
D. H. Proctor witness to
Joseph Atkinson

Trustee of the United Society of Shakers
at New Lebanon New York

Trustee of the United Society of Shakers at
West Pittsfield Massachusetts

Joseph Atkinson

Seal

Seal

Seal

Seal

Seal

State of New York
Columbia County } ss. -

On the day of

A.D. 1881

before me

personally appeared the within named Levi Shaw and
Frederick W. Evans, Trustees of the United Society of Shakers
at New Lebanon New York, and in due form of law
acknowledged the within or foregoing Articles of Agree-
ment to be their act and deed, and desired the same
might be recorded as such.

Witness my hand and seal the day and year aforesaid.

State of Massachusetts
County } ss. -

On the day of

A.D. 1881,

before me

personally appeared the within named Ira R. Sawson
Trustee of the United Society of Shakers at West Pittsfield
Massachusetts, and in due form of law acknowledged the
within or foregoing Articles of Agreement to be his act
and deed, and desired the same might be recorded
as such

Witness my hand and seal the day and year aforesaid.

State of Pennsylvania
Hays County } ss. -

On the day of

A.D. 1881,

before me a Justice of the Peace in and for said County,
personally appeared the within named Joseph Atkinson
and in due form of law acknowledged the within or aforesaid
Articles of Agreement to be his act and deed and
desired the same might be recorded as such.

Witness my hand and seal the day and year aforesaid

Articles of Agreement made the Eleventh
day of January in the year of our Lord one
thousand eight hundred and eighty-two.
Between Levi Shaw, Henry Cantrell and Frederick M.
Evans Trustees of the United Society of Shakers at New
Sebanon in the State of New York, and Ira R. Sawson
Trustee of the United Society of Shakers at West Pittsfield
in the State of Massachusetts of the first part; and
Joseph Atkinson of the Borough of Honesdale in
the County of Wayne and Commonwealth of Penn-
sylvania of the second part. Witnesseth. That the
said Levi Shaw, Henry Cantrell, Frederick M. Evans
and Ira R. Sawson Trustees as aforesaid, for and in
consideration of the sum of one dollar to them in hand
paid, and for the further considerations hereinafter
mentioned, to be paid by the said Joseph Atkinson at
the times hereinafter mentioned, have granted, bargained,
sold, aliened, and conveyed, and by these presents do
grant, bargain, sell, alien and convey unto the said
Joseph Atkinson his heirs and assigns all the White
Oak, Rock Oak, Red Oak, White Pine, Yellow Pine, Pitch
Pine, Chestnut, Ash and Basswood timber which will
make merchantable lumber, and all the oak and
Chestnut timber suitable for railroad ties, now standing
and growing upon the following lots, tracts, or parcels of
land situated in the County of Pike and Common-
wealth of Pennsylvania viz. - Lot in the warrantee
name of John C. Stocker Number 147, containing 439
acres and 100 perches and a lot in the warrantee name
of John Phillips Number 144 containing 439 acres and
100 perches, both of said lots being situated in the Town-
ship of Blooming Grove in said County of Pike; and the
following lots situated in Palmyra Township in said
County, viz. Lot in the warrantee name of William Phil-
lips Number 143 containing 439 acres and 100 perches;
Lot in the warrantee name of Abram C. Mason number
126, containing 429 acres and 30 perches; a lot in the war-
rantee name of Jacob Kimble number 103 containing
352 acres; a lot in the warrantee name of William
Moulder number 97 containing 404 acres; a lot in
the warrantee name of Ephraim Kimble number 96

containing 368 acres; A Lot in the warrant name of Henry Ireland number 93 containing 244 acres and 51 perches; A Lot in the warrant name of Abraham Suple number 95, containing 287 acres and 43 perches; and a Lot in the warrant name of Ham Suple number 94 containing 287 acres and 43 perches.

And the said parties of the first part also agree to peel or cause to be peeled all the Rock Oak and Red Oak at such times as the said Joseph Atkinson is removing the other timber, and the said Atkinson agrees not to remove the Rock and Red Oak until it is peeled, provided the said parties of the first part peel the same within the time that he is engaged in removing the other timber.

And the said party of the second part agrees to pay to the said parties of the first part for all good and merchantable lumber, consisting of White Oak, Rock Oak, Red Oak, White Pine, Yellow Pine, Pitch Pine, Chestnut, Ash and Basswood timber now standing and growing upon said lots of land at the rate of six dollars per thousand feet; And for first class Oak and Chestnut railroad ties at the rate of one cent per foot running measure; and for all second class ties, which may be rejected as first class by the railroad company at the rate of one half cent per foot running measure; And it is further agreed that the payments for lumber cut and removed by said party of the second shall be made as follows, viz: One half on the first day of June and the balance on the first day of September in each year hereafter until the whole of said timber shall be cut and removed from said lands; And it is further agreed by and between the said parties that the said Joseph Atkinson shall cut and remove lumber and ties to the amount of at least three thousand dollars during each year until the whole of the merchantable lumber is removed from said lands; And that the logs shall be measured according to "Doyle's Rule" by such person or persons as may be hereafter mutually agreed upon by the said parties of the first part and the said party of the second part.

And the said parties of the first part further agree, that said Joseph Atkinson shall have authority by himself and servants, agents and workmen, or other persons to whom he may hereafter sell said timber, to go upon said lands and cut, fell,

and remove said timber, and to make all roads necessary for removing the same, at any and all times hereafter until the whole shall have been removed from said lands, and that the said Joseph Atkinson shall have the use of and control of the pond or lake situated within said lands, known as "Big Pond" and also of the mill pond near the steam saw mill hereinafter mentioned.

And it is further agreed by and between the said parties of the first part and the said party of the second part, that the said party of the second part his heirs and assigns shall have the use and enjoyment of the steam saw mill upon said premises and all machinery connected therewith, free of charge, for the purpose of manufacturing the said lumber; And the said Joseph Atkinson agrees to be at the expense of making all ordinary repairs upon said mill during his occupancy of the same; And it is further agreed that the said Joseph Atkinson shall have charge of and the use of all the buildings now erected and standing upon the said premises, with the exception of such buildings as M. J. Taylor may require for his use during the bark peeling and grinding seasons, to be mutually arranged between said M. J. Taylor and said Joseph Atkinson; And in consideration of the use of said mill and buildings the said Joseph Atkinson agrees to look after the interest of the said parties of the first part.

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

Sealed and delivered

in presence of
D. H. Brown witness
of Joseph Atkinson

Trustee of the United Society of Shakers
at New Lebanon New York.

Trustee of the United Society of Shakers
at West Pittsfield Massachusetts
Joseph Atkinson

Seal

Seal

Seal

Seal

Seal

Articles of Agreement made the Eleventh
day of January, in the year of our Lord one
thousand eight hundred and eighty-two
Between Levi Shaw ^{Henry Coatsworth} and Frederick W. Evans
Trustees of the United Society of Shakers at New
Libanon in the State of New York and Ira R.
Lawson Trustee of the United Society of Shakers at
West Pittsfield in the State of Massachusetts of
the first part; and Joseph Atkinson of the Borough
of Honersdale in the County of Wayne and Common-
wealth of Pennsylvania of the second part; Witnesses
That the said Levi Shaw ^{Henry Coatsworth} Frederick W. Evans and
Ira R. Lawson Trustees as aforesaid, for and in
consideration of the sum of one dollar to them in
hand paid, and for the further considerations here-
inafter mentioned, to be paid by the said Joseph
Atkinson at the times hereinafter mentioned, have
granted, bargained, sold, aliened and conveyed, and
by these presents do grant, bargain, sell, alien and
convey unto the said Joseph Atkinson his heirs and
assigns all the White Oak, Rock Oak, Red Oak, White
Pine, Yellow Pine; Pitch Pine; Chestnut; Oak and
Basswood timber which will make merchantable
lumber, and all the Oak and Chestnut timber suit-
able for railroad ties, now standing and growing
upon the following lots, tracts or parcels of land sit-
uated in the County of Pike and Commonwealth
of Pennsylvania viz. Lot in the warrantee name
of John C. Stocker Number 147 containing 439 acres
and 100 perches and a Lot in the warrantee name
of John Phillips Number 144 containing 439 acres
and 100 perches, both of said lots being situated in the
Township of Blooming Grove in said County of Pike;
and the following lots situated in Palmyra Town-
ship in said County, viz. Lot in the warrantee name
of William Phillips Number 143 containing 439
acres and 100 perches; Lot in the warrantee name of
Abram C. Mason Number 126 containing 429 acres
and 30 perches; a Lot in the warrantee name of Jacob
Kimble Number 103 containing 352 acres; a Lot in the
warrantee name of William Moulder Number 97

containing 404 acres; a Lot in the warrantee name of Ephraim Kimble number 96, containing 368 acres; a Lot in the warrantee name of Henry Tolland number 98, containing 244 acres and 51 perches; a Lot in the warrantee name of Abraham Suple number 95, containing 287 acres and 43 perches, and a Lot in the warrantee name of Ham Suple number 94 containing 287 acres and 43 perches. And the said parties of the first part also agree to peel or cause to be peeled all the Rock Oak and Red Oak at such times as the said Joseph Atkinson is removing the other timber, and the said Atkinson agrees not to remove the Rock and Red oak until it is peeled provided the said parties of the first part peel the same within the time that he is engaged in removing the other timber.

And the said party of the second part agrees to pay to the said parties of the first part for all good and merchantable lumber, consisting of White oak, Rock Oak, Red oak, White Pine, Yellow Pine, Pitch Pine, Chestnut, Oak and Basswood timber now standing and growing upon said Lots of land, at the rate of Six dollars per thousand feet; and for first class oak and Chestnut rail road ties at the rate of one cent per foot running measure, and for all second class ties, which may be rejected as first class by the rail road company, at the rate of one half cent per foot running measure;

And it is further agreed that the payments for lumber cut and removed by said party of the second part shall be made as follows viz; one half on the first day of June and the balance on the first day of September in each year hereafter, until the whole of said timber shall be cut and removed from said lands.

And it is further agreed by and between the said parties, that the said Joseph Atkinson shall cut and remove lumber and ties to the amount of at least Three thousand Dollars during each year until the whole of the merchantable lumber is removed from said lands; and that the logs shall be measured, according to "Doyle's Rule," by such person or persons as may be hereafter mutually agreed upon by the said parties of the first part and the said party of the second part.

And the said parties of the first part further agree, that

said Joseph Atkinson shall have authority by himself and servants, agents and workmen, or other persons to whom he may hereafter sell said timber, to go upon said lands and cut, fell and remove said timber, and to make all roads necessary for removing the same, at any and all times hereafter until the whole shall have been removed from said lands, and that the said Joseph Atkinson shall have the use of and control of the pond or lake situated within said lands, known as "Big Pond" and also of the mill pond near the steam saw mill herein after mentioned

And it is further agreed by and between the said parties of the first part and the said party of the second part, That the said party of the second part his heirs and assigns shall have the use and enjoyment of the steam saw mill upon said premises and all machinery connected therewith, free of charge, for the purpose of manufacturing the said lumber; and the said Joseph Atkinson agrees to be at the expense of making all ordinary repairs upon said mill during his occupancy of the same; and it is further agreed, that the said Joseph Atkinson shall have charge of and the use of all the buildings now erected and standing upon the said premises, with the exception of such buildings as M. J. Taylor may require for his use during the bark peeling and grinding seasons, to be mutually arranged between said M. J. Taylor and said Joseph Atkinson; and in consideration of the use of said mill and buildings the said Joseph Atkinson agrees to look after the interest of the said parties of the first part.

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

Sealed and delivered in

presence of
The 12th, 13th, 14th & 15th lines
on the second page were
read and recited before
Squire Henry Cardwell
on the 4th and 12th lines of
1st page entered before
Squire
D. H. Brown, witness to
Joseph Atkinson

Trustees of the United Society of Shakers
at New Lebanon, New York

Trustee of the United Society of Shakers at
West Pelham Massachusetts
Joseph Atkinson

Seal

Seal

Seal

Seal

Seal

State of New York }
Columbia County } ss. -

On the day of

A.D. 1882

before me

personally appeared the within named Levi Shaw and
Frederick W. Evans Treasurers of the United Society of Shakers at
New Lebanon New York, and in due form of law acknowledged
the within or foregoing Articles of Agreement to be their act and deed and desired the same might be
recorded as such. -

Witness my hand and seal this day and year aforesaid. -

State of Massachusetts }
County } ss. -

On the day of

A.D. 1882

before me

personally appeared the within named Mr R. Sawron Treasurer
of the United Society of Shakers at West Pittsfield Massachusetts
and in due form of law acknowledged the within or fore-
going Articles of Agreement to be his act and deed and
desired the same might be recorded as such. -

Witness my hand and seal this day and year aforesaid. -

State of Pennsylvania }
Wayne County } ss. -

On the day of

A.D. 1881

before me a Justice of the Peace in and for said County, personally
appeared the within named Joseph Atkinson, and in due
form of law acknowledged the within or foregoing Articles
of Agreement to be his act and deed and desired the
same might be recorded as such

Witness my hand and seal this day and year aforesaid

24⁸⁷
Blossing Green Pa. Aug 12. 1882
Received of Levi Shaw by the hands
of Joseph Atkinson, twenty four ⁸⁷/₁₀₀
Dollars in full of Road Tax for
1882

P. Shelly
Superior

Mess. Levi Shaw & Co In ac with
Joseph Atkinson

1882

Cr.

Jan 5 th	By 714 Logs	67475 Feet	Oak & Pine	
28 th	" 417 "	39627 "	Oak	}
"	" 107 "	16441 "	Pine	
"	" 5147 "		Oak & Pine	
"	" 544 "		Oak & Pine	
		129,234 "	@ \$6.00	
Feb 13 th	" 131 Oak Logs	12378 ft		}
"	" 112 Oak Pine	13583 "		
		25,961 "	@ \$6.00	155.77
15 th	" 227 Oak & Pine Logs	19,736 ft	@ \$6.00	118.41
Apr 12 th	" 64 Logs	4963 ft	@ \$6.00	29.78
June	" 1668.8 ft Sies		@ 8ct. Ea	133.44
"	" 365.8 1/2 "		" 8 1/2 ct. "	31.02
"	" 368.10 "		" 10 ct. "	36.80
"	" 589.7 "		" 7 ct. "	41.23
"	" 399.8 "		" 1/2 Price, 4ct Ea	15.96
"	" 13.8 1/2 "		" 4 1/2 ct "	.55
			Total	\$1338.36

Inc

~~\$1338.36~~
\$1356.61

Cr. by 2 checks

1300
\$56.67

Rowd Fat Blooming Grove

24.87
\$31.74

Sevi Shaw & Co

Mr Levi Shaw & Co

In acc with
Jos. Atkinson

1883		Cr		
Sept 29	By 524	8 1/2 ft ties sawed at B Pond from Logs scaled back @ 1 ⁰⁰ pr Lin ft		\$ 114.54
Dec 29 th	By 584 Logs	32.686 ft @ 6 ⁰⁰ pr m		196.12
31 st	"	39.799 ft in Log " " " "		238.78
1884 Jan 8 th	"	122 Logs 5103 ft " " " "		30.62
21 st	"	296 " 25.167 " " " " "		151.00
"	87 "	8981 " " " " "		53.89
Mar 31 st	"	290 Oak " 14.295 " " " " "	85.77	
"	224 Pine	" 30.786 " " " " "	184.72	
"	77 Hard	" 8.309 " " 10 ⁰⁰ pr m	12.46	282.95
				\$ 997.90

1883		Dr		
Sept	To 67 Logs	scaled back for ties } 5393 ft @ 6 ⁰⁰ pr m		\$ 32.36
Dec.	To 99 Logs	7231 ft from Manor Lot and } Cr to you in former Settlement @ 6 ⁰⁰ pr m		43.38
	To 330	8 1/2 ft ties from Manor Lot and } Cr to you in former Settlement @ 1 ⁰⁰ pr Lin ft	28.05	\$ 103.79
		Ball		\$ 894.11
Total #12392				

894.11
123.92

19

Levi Shaw & Co

10236 P

After 5 days, return to
ESTATE OF JOSEPH ATKINSON,
HAWLEY, Wayne Co., PA.



Mr. Levi Shaw,
Mt. Lebanon,

N. Y.



10236 Y

ESTATE OF JOSEPH ATKINSON,
Saw Mill, Planing Mill and Box Shop.

Rough and Dressed Lumber in Stock and Cut to Order.
All Kinds of Finished Boxes and Cheeks.
Bottler's Beer and Soda Carriers a Specialty.

HAWLEY, WAYNE CO., PA.

HAWLEY, PA., June 6th 1899-

Levi Shaw
Lebanon, New York.

Friend Shaw:-

Mr. Jadmie of Scranton
advises me they have bought the
Pike County property ("Shaker's") -

And he has notified me not to cut lumber
etc. You know we bought of you
the Pine trees on a certain piece near the
Big pond. Said pine trees are not yet
all removed. We would like until

July 1st 1900, to remove said trees.

Kindly advise if you did not
take care of us in making sale - ?

An early reply will oblige.

Yours truly,

EST. OF JOSEPH ATKINSON,
Per. J. A.

