

Cut. No.
10.0680

July 15th 1912

Received of Gordon W. Bates of New York
Five hundred dollars

In accordance with your letter of July 13th 1912
and the reply of the Trustees of the
United Society of Shakers at Mt Lebanon N.Y.

Copy

Wm H. Cooper agent
for the United Society of Shakers of
Mt Lebanon N.Y.

CAT. NO.
10,068b

Letter made in Duplicate

Mt. Lebanon, New York

July 13th, 1912.

Lindon W. Bates, Esq.

New York, New York.

Dear Sir:-

Concerning your letter to Mr. Geo. H. Cooper dated July 13th, 1912 making an offer of ten thousand dollars for certain lands owned by the United Society of the Shakers located at Mt. Lebanon, New York, which land or premises have been owned by said Society for the last seventy five years.

Pursuant to said letter we as Trustees for said Society will accept said proposition upon the terms mentioned in said letter except that in the event that the abstract of title or the search upon the premises mentioned in your letter should prove unsatisfactory to you or your attorney then this contract of acceptance or memorandum shall be considered null and void and of no effect, and there shall be no obligation or liability for the failure of performance of said contract of acceptance or memorandum on the part of the Shakers or the United Society of Shakers.

The deed is to be a good and sufficient warrantee deed with the covenant that the Shaker Society have not encumbered it in any way while they have been the owners of said premises.

The second and third payments to be made at the State Bank, Chatham, New York, where the deed is to be delivered.

Yours truly,

I guarantee the above
George H. Cooper

Emma J. Nash Trustee
Sarah Burger in
Sole Trustees of the
United Society of Shakers
at Mount Lebanon
N. Y.

Pittsfield, Mass., July 13, 1912.

George H. Cooper, Esq.,
Real Estate Agent for the Shaker Community,
Pittsfield, Mass.

Dear Sir:

Subject to prompt acceptance by a duly constituted authority acting for and in behalf of the owners of the several parcels of land hereinafter described and for the Shaker organization, and subject to the various conditions hereinafter set out, I make the following offer to wit:-

To pay Ten Thousand Dollars (\$10,000.) against complete and satisfactory title deeds made out to Mrs. Josephine Bates and warranty of her title and undisturbed possession of each and all of the various tracts, bounded and described approximately as follows and to be surveyed, delineated and suitably marked on the ground by a duly qualified surveyor acceptable to me, nominated by and at the expense of the Vendor owner or owners, before the second payment as herein set out becomes due and payable.

Schedule of Parcels and Description.

Parcel A.

The South Farm, containing about 200 acres, bounded on the East by Area C and land of one Butler; on the South by land of one Langford; on the West by the Canaan Road; on the North by Area B.

Parcel B.

Containing: V -- Smith Lot, about 25 acres, Y -- Pasture, about 10 acres. Bounded on the East by Area C; on the South by Area A; on the West by land of the Second Family of Shakers; on the North by the night pasture of the Second Family of Shakers, and by the holding of the South Family.

Parcel C.

Wood lot. Bounded on the East by Areas D, F, and E; on the South by Area A; on the West by Area A and Area B; on the North by land of the South Family of Shakers and the old Albany Road.

Parcel E.

An area bounded as follows: On the North by the old Albany Road and two hundred feet of frontage on the new Albany Road east of the apex of their intersection; on the South by the fence and its prolongation easterly to a point from which a line at right angles to the course of said fence would meet the east end of the north boundary at the new Albany Road; on the East by the above described right angle line; on the West by the New York and Massachusetts State Line.

X
Shouldn't
G. bound on
East also
+ also Parcel?

X
Bates

Parcel F.

Known as Deadman's Lot, containing about 20 acres formerly cleared, bounded on the East by Areas D, G, and E; on the South by Area D and Area C; on the West by Area C; on the North by Area C.

Parcel G.

A square area of about 33 1/2 acres in the northwest corner of the sheep pasture, including the birchwood grove.

Conditions:-

1. The purchase price includes the lands, springs, brooks, wood, orchard, trees, structures and improvements thereon, and all privileges or rights pertaining thereto, but does not include this year's crops on any of the tilled lands which the owners shall retain the right to enter and to gather until December first, 1912. The present boundary fences between the tracts purchased and the abutting properties of the Shakers or Shaker Families shall be joint property and maintained at the joint expense of the owners and the purchaser. The fence rights of fences between the tracts purchased and other owners shall pass to the purchaser.

11. The owners shall furnish at their own expense complete abstracts of title to the various tracts and shall evidence their title and authority to sell and convey a complete and unimpeachable title to them in manner satisfactory to the attorney of the purchaser.

111. The owners shall coincidentally with the final payment and conveyance of title to the parcels purchased, hand to the purchaser separate options for one year from said date of payment as follows:-

Schedule of Options:

Descriptions and Prices:

1. Option to buy the sheep pasture and woods, being tract D on sketch plan attached. Area about 167 acres, bounded on the East by land of the South Family of Shakers; on the South by land of one Butler; on the West by Areas C, F, and G; on the North by Areas F, G, and E. Price \$15. per acre.

11. Option to buy parcel H, containing W orchard, about 30 acres, Z cornfield, about 12 acres, and X pasture, about 10 acres. Bounded on the East by Area B; on the South by Area A; on the West by the Canaan Road; on the North by the night pasture of the Second Family of Shakers. Price by appraisal. The above appraisers to be appointed, one by the owners, one by the purchaser, the other by the two.

111. Option to buy, whenever placed upon the market, the parcel of land belonging to or now occupied by the South Family of Shakers. Area about 80 acres, bounded on the East by the old Albany Road; on the South by a curved boundary extending westerly from the point "A" on the sketch attached, near a sharp bend in the old Albany Road to the point "B" the perpendicular from the center of

this arc to the chord A-B being about one-third the length of said chord; on the West by the boundary fence "B-C" between this holding of the South Family and the night pasture of the Second Family; on the North by the Canaan Road.

IV. Option to buy the night pasture parcel, whenever placed upon the market, including the pond belonging to or now occupied by the Second Family. Area about 35 acres, bounded on the East by said line "B-C"; on the South by the line "B-C"; on the West by the Canaan Road; on the North by the Canaan Road.

Payments:

1. Upon written acceptance by due authority of this offer, I will pay into the hands of George H. Cooper as Trustee, the sum of Five Hundred Dollars, the same to be reckoned as part of the purchase price and to be handed by him to the Vendors if and when the final payment is made, but to be returned by him to the purchaser in the event that a clear title and authority of the Vendors to sell and convey with full warranties and to give the options is not satisfactorily evidenced within thirty days of said first payment, to the attorney of the purchaser.

11. Four Thousand Five Hundred Dollars upon declaration of satisfaction with title and options, etc., and within 45 days from date of the first payment, and after escrow deposit in the State Bank, Chatham, Columbia County, New York State, of said deeds and options.

Final Payment against delivery of the options and deeds to the purchaser, which deeds shall have been put in escrow in the State Bank, Chatham, Columbia County, New York State, Five Thousand Dollars within sixty days after the second payment.

It is further understood that before the second payment shall become due and payable, the proper survey, delineation and marking of the exterior boundaries of the areas purchased shall be accomplished in a satisfactory manner, according to this offer, and in event of delay by the Vendors or the surveyor, the date of the second payment shall thereby ipso facto be extended, but not longer than thirty days and the Trustee, Mr. Cooper, shall be instructed accordingly.

Further, the purchaser shall upon the first payment have the right to enter and occupy the premises pending the completion of the transaction.

Yours truly,

Lincoln W. Bates

Emma J. Neale and
Sarah Burger, as Sole Surviv-
ing Trustees &c.

with
Josephine Bates

Copies

Agreements.

GEO. McCLELLAN
ATTORNEY-AT-LAW
CHATHAM, NEW YORK

Copy

AGREEMENT entered into this ^{in duplicate} 16th day of November, in the year one thousand nine hundred and twelve between EMMA J. NEALE and SARAH BURGER, as sole surviving trustees of the United Society of Believers commonly called Shakers, by and with the approbation of the Ministry of said Society, and JOSEPHINE BATES,

IN CONSIDERATION of the payment of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by said trustees, the said trustees will at any time within the period of one year from the date of this instrument, upon receipt of written notice from the party of the second part, convey to the said party of the second part, at a price of Fifteen Dollars, (\$15.) an acre, the following parcel of land described generally as follows:

All that parcel of land now used as a sheep pasture and wood land by the Second Family of Shakers, approximating one hundred sixty seven acres, bounded by lands conveyed by the Shakers to Josephine Bates on the west; by lands of one Butler on the south; by lands in possession of the South Family of Shakers and lands in possession of other families of the Shakers on the east; and by the New Albany road on the north.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Emma Neale L.S.

Sarah Burger L.S.

Sole Surviving Trustees of the United Society of Believers, commonly called Shakers

Josephine Bates L.S.

By London Bates, Jr.

Atty

We approve of the foregoing agreement

Joseph Holden
Harriet Bullard
M. Catherine Allen

* It is understood that in case of a fall under the agreement the pipe line running through a portion of said premises by which water is conducted to other lands of said Shakers shall be permitted to remain so that water can be conducted over said land as it is now being conducted.

AGREEMENT entered into this 16th day of November, in the year one thousand nine hundred and twelve, between EMMA J. NEALE and SARAH BURGER, as sole surviving trustees of the United Society of Believers commonly called Shakers, by and with the approbation of the Ministry of said Society, and JOSEPHINE BATES.

IN CONSIDERATION of the payment of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by said trustees, the said trustees will at any time within the period of one year from the date of this instrument, upon receipt of written notice from the party of the second part, convey to the said party of the second part, for a sum to be determined upon appraisal by three appraisers, one of whom shall be appointed by the Shakers, one by Josephine Bates, and the third by the two so appointed, the following parcels of land, described generally as follows:

The orchard, containing about 30 acres; the cornfield to the south of it, containing about 12 acres; the pasture south of the cornfield, containing about 10 acres; which three parcels are bounded on the east by lands recently conveyed to Josephine Bates; west by the Canaan road; south by lands of Josephine Bates, and on the north by the Night Pasture occupied by the Second Family of Shakers.

*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Emma J. Neale L.S.

Sarah Burger L.S.
Sole Surviving Trustees of the United Society of Believers, commonly called Shakers.

Josephine Bates L.S.

By London Bates, Jr

Atty

We approve of
the foregoing agreement
Joseph Holden
Harriet Bullard
M. Catherine Allen
Ministry

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IN CONSIDERATION OF THE PAYMENT of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by said trustees, the said trustees, whenever placed upon the market, within five years from the date of this instrument, by the parties of the first part, at a price to be determined by appraisal by three appraisers, one appointed by the trustees, one by Josephine Bates and the third by the other two, upon payment of the purchase price by the party of the second part, will convey the following area of land described generally as follows:

The holdings of the South Family of Shakers- bounded by the old Albany road on the east, the Canaan road on the north, the Night Pasture occupied by the Second Family of Shakers on the west, and land of Josephine Bates on the south.

IN WITNESS WHEREOF, the parties hereto, have hereunto set their hands and seals the day and year first above written.

Emma Neale L.S.

Sarah Burger L.S.
Sole surviving Trustees of the United Society of Believers, commonly called Shakers

Josephine Bates L.S.

By Lendon Bates Jr

Atty

We approve
of the foregoing
agreement
Joseph Holden
Harriet Bullard
M. Catherine Allen
Ministry

AGREEMENT entered into this ^{in duplicate} 16th day of November, in the year one thousand nine hundred and twelve, between EMMA J. NEALE and SARAH BURGER, as sole surviving trustees of the United Society of Believers, commonly called Shakers, by and with the approbation of the Ministry of said Society, and JOSEPH BATES.

IN CONSIDERATION of the payment of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by said trustees, the said trustees will whenever placed upon the market within five years from the date of this instrument by the parties of the first part at a price to be determined by appraisal by three appraisers, one of whom shall be appointed by the trustees, one by Josephine Bates and the third by the other two appraisers, upon payment of the purchase price by the party of the second part will convey the following parcel of land, described generally as follows:

The Night Pasture, now occupied by the Second Family of Shakers, area about 35 acres; bounded north and west by the Canaan road, on the south by the orchard in possession of the Second Family of Shakers, and lands of Josephine Bates, on the east by lands in the possession of the South Family of Shakers.

IN WITNESS WHEREOF, the parties h^{ere}to have hereunto set their hands and seals the day and year first above written.

Emma J Neale L.S.

Sarah Burger L.S.
Sole Surviving Trustees of the United Society of Believers, commonly called Shakers

Josephine Bates L.S.

By London Bates, Jr

Atty

We approve of
the foregoing
agreement
Joseph Holden
Harriet Bullard
M. Catherine Allen

Ministry

cat. NO.
10,060-A

AGREEMENT entered into in duplicate this 16th day of November, in the year one thousand nine hundred and twelve, between EMMA J. NEALE and SARAH BURGER, as sole surviving trustees of the United Society of Believers commonly called Shakers, by and with the approbation of the Ministry of said Society, and JOSEPHINE BATES.

IN CONSIDERATION of the payment of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by said trustees, the said trustees will at any time within the period of one year from the date of this instrument, upon receipt of written notice from the party of the second part, convey to the said party of the second part, for a sum to be determined upon appraisal by three appraisers, one of whom shall be appointed by the Shakers, one by Josephine Bates, and the third by the two so appointed, the following parcels of land, described generally as follows:

The orchard, containing about 30 acres; the cornfield to the south of it, containing about 12 acres; the pasture south of the cornfield, containing about 10 acres; which three parcels are bounded on the east by lands recently conveyed to Josephine Bates; west by the Canaan road; south by lands of Josephine Bates, and on the north by the Night Pasture occupied by the Second Family of Shakers.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

We approve of the foregoing agreement.

Jospeh Holden
Harriet Bullard
M. Catherine Allen
Ministry.

EMMA J. NEALE I. S.

SARAH BURGER I. S.
Sole Surviving Trustees of the United Society of Believers, commonly called Shakers.

JOSEPHINE BATES I. S.

By LINDON BATES JR. ATTY.

EMMA J. NEALE and
SARAH BURGER, as Sole Sur-
viving Trustees of the
United Society of Believers,
etc.,

to

JOSEPHINE BATES

Copy Deed.

GEO. McCLELLAN
ATTORNEY-AT-LAW
CHATHAM, NEW YORK

THIS INDENTURE, Made ^{in duplicate} the 16th day of November, in the year One thousand nine hundred and twelve,

BETWEEN Emma J. Neale and Sarah Burger, as sole surviving trustees of the United Society of Believers, commonly called Shakers, of New Lebanon, Columbia County, New York, pursuant in all respects to the provisions of the Church Covenant of said Society and the Declaration of Trust by us heretofore made, and pursuant to the previous approbation of the Ministry and Elders thereof, parties of the first part, and Josephine Bates, of 784 Fifth Avenue, New York City, party of the second part,

WITNESSETH, that the parties of the first part, in consideration of the sum of TEN THOUSAND DOLLARS, and other good and valuable consideration, do hereby grant and release unto the party of the second part, her heirs and assigns,

ALL that tract of land lying in the towns of Canaan, and New Lebanon, New York, and in the town of Hancock, Massachusetts, bounded and described as follows: Beginning at a point in the center of the road leading from the Shaker Village to the Burnham Industrial Farm, said point also being in the center of a small creek in the northeasterly boundary line of lands of Mrs. Langford. Thence running from said Station No. 1 along the center of the road the following eleven courses, north fifteen degrees and ten minutes east two chains and forty four links (Sta.2.) north eleven degrees east three chains and four links (Sta.3) north five degrees east three chains sixty seven links (Sta.4) north two degrees and fifteen minutes west three chains sixty eight links (Sta. 5) north six degrees east

six chains and seven links (Sta. 6) north twenty degrees and thirty minutes east one chain sixty three links (Sta.7) north thirty degrees east eight chains and seventy eight links (Sta. 8) north two degrees east three chains and sixty six links (Sta.9) north fifteen degrees east four chains and twenty six links (Sta. 10) north forty five degrees and forty five minutes east eleven chains and forty seven links (Sta. 11) north fifty one degrees east three chains and seventy tree links (Sta.12) thence south fifty six degrees and fifteen minutes east along lands of the Shakers two chains and thirty one links (Sta.13) thence south sixty four degrees east six chains and ninety links (Sta. 14) thence south sixty five degrees east five chains and seventy one links (Sta.15) thence north twelve degrees and thirty minutes east two chains and seventy three links (Sta.16) thence north thirteen degrees east two chains and ninety five links (Sta.17) thence north fourteen degrees and forty five minutes east two chains and three links (Sta.18) thence north twenty three degrees east fourteen chains to a very large bass wood tree, southwesterly corner of Smith lot,(Sta.19) thence along lands of the Shakers north nineteen degrees east seventeen chains and forty four links (Sta.20) thence north twenty degrees and forty five minutes east six chains eighty links to the northeasterly corner of Smith's lot,(Sta.21) thence south eighty one degrees east two chains and ninety one links to a butternut tree (Sta. 22) thence south sixty nine degrees east five chains and sixty one links (Sta 23) thence leaving the fence and running south thirty five degrees and twenty minutes east eight chains and fifteen links to the end of a stone wall on top of the mountain (Sta 24) thence north twenty seven degrees east nine chains fifty links to a large maple tree(standing about fifteen feet east-

erly from a large oak tree) (Sta.25) thence south sixty ~~ele~~
eight degrees and fifty minutes east thirteen chains and
eighty links to a point in the center of the road leading
from the Shaker Village to Pittsfield, (Sta. 26) thence
along the center of said road the following eleven courses
south six degrees west two chains and twenty seven links
(Sta.27) south sixty two degrees and thirty minutes east
one chain and forty five links (Sta.28) south forty one
degrees east two chains fifty four links (Sta.29) thence
south fourteen degrees and thirty minutes east three
chains and ninety five links (Sta 30.) thence south
seven degrees and thirty minutes west two chains and twenty
five links (Sta.31) thence south thirty nine degrees and
thirty minutes east three chains and forty six links (Sta 32)
thence south fifty three degrees and forty five minutes east,
six chains twenty two links (Sta 33) thence south sixty two
degrees and fifteen minutes east four chains and forty eight
links (Sta 34) thence south eighty eight degrees and forty
five minutes east five chains and thirty four links (Sta 35)
thence south seventy five degrees east two chains and
thirteen links (Sta 36) thence south sixty one degrees east
one chain and ninety eight links to the intersection of
the center line of said road with the center line of the
State Road (Sta.37) thence south fifty six degrees and
fifteen minutes east along the center of the State Road
three chains and three links (Sta.38) thence south sixteen
degrees thirty minutes west along lands of the Shakers
fifteen chains and ten links (Sta.39) thence north seventy
three degrees thirty minutes west six chains and twenty
three links (Sta.40) thence north eighty nine degrees west
fifty links (Sta. 41) thence south eighty one degrees
west one chain and eighty two links (Sta.42) thence north
seventy nine degrees and fifteen minutes west two chains

State line

and nine links (Sta.43) thence due west one chain and eighty nine links to the South gate post at the Sheep pasture (Sta.44) thence south thirty degrees fifteen minutes west two chains and seventeen links (Sta.45) thence south forty nine degrees west two chains and sixty nine links (Sta 46) thence south forty eight degrees thirty minutes west one chain and thirty nine links (Sta 47) thence south forty seven degrees thirty minutes west eighty seven links (Sta 48) thence south thirty degrees thirty minutes west six chains thirty eight links (Sta. 49) thence north seventy six degrees west three chains and thirty one links (Sta 50) the west ^{side} gate , thence ~~south~~ north seventy seven degrees west seven chains twenty four links to southwest corner of Sheep pasture (Sta 51) thence south forty four degrees west two chains and forty links (Sta 52) thence south forty eight degrees fifteen minutes west three chains and eighty four links (Sta 53) thence south thirty one degrees west one chain seventeen links (Sta 54) thence south sixteen degrees fifteen minutes west one chain and sixty eight links (Sta 55) thence south nineteen degrees thirty minutes west one chain and six links (Sta 56) thence south ten degrees west one chain and six links (Sta 57) thence south nineteen degrees thirty minutes west, two chains (Sta. 58) thence south twenty four degrees and fifteen minutes west two chains and thirty nine links (Sta 59) thence south twenty three degrees and thirty minutes west one chain and forty one links (Sta 60) thence south fifteen degrees and fifteen minutes east one chain (Sta.61) thence south twenty three degrees west two chains and seventeen links (Sta 62) thence south seventeen degrees west one chain and forty four links (Sta 63) thence south twenty eight degrees and thirty minutes east one chain and thirty seven links to the northwesterly corner of

Butler's land (Sta 64) thence along Butler's land south $\frac{1}{4}$ twenty three degrees west sixteen chains to the northwesterly corner of Burnham Industrial Farm (Sta.65) and being about seven rods westerly of the monument standing at the northwest corner of the town of Richmond and the southwest corner of the town of Hancock, thence south seventeen degrees and thirty minutes west along the land of the Burnham Industrial Farm seventeen chains to a corner of lands of Mrs. Langford (Sta 66) thence along lands of Mrs. Langford north fifty two degrees west one chain and seventy six links (Sta 67) thence north forty five degrees west two chains and seven links (Sta 68) thence north forty eight degrees west fifteen chains and nine links (Station 69) thence still along Mrs. Langford's land south forty nine degrees thirty minutes west twelve chains and twelve links (Sta 70) thence north sixty four degrees forty five minutes west one chain and seventy links (Sta 71) thence north eighty one degrees and thirty minutes west one chain and twenty one links (Sta 72) thence south eighty six degrees west one chain and eighty seven links (Sta 73) thence south sixty two degrees west one chain fifty seven links (Sta 74) thence south forty eight degrees west four chains and twenty four links (Sta 75) thence north fifty nine degrees west one chain and twenty three links (Sta 76) thence north seventy three degrees west three ^{chains} ~~degrees~~ and fifty three links (Sta 77) thence north sixty degrees and fifteen minutes west seventy links (Sta 78) thence north seventy seven degrees and thirty minutes west six chains (Sta 79) thence north twenty one degrees and thirty minutes east seven chains and twenty four links to the bed of a small stream (Sta 80) thence north sixty seven degrees thirty minutes west along the bed of said stream and land of Mrs. Langford two chains and forty two links (Sta 81) thence north sixty nine

degrees and fifteen minutes west along bed of stream one chain and thirty seven links (Sta 82) thence north fifty six degrees thirty minutes west along bed of stream one chain twenty one links (Sta 83) thence north seventy four degrees and forty five minutes west along bed of stream one chain and six links (Sta 84) thence north twenty nine degrees and forty five minutes west along bed of stream seventy three links (Sta 85) thence north forty seven degrees forty five minutes west along bed of stream seventy four links (Sta 86) thence north sixty nine degrees forty five minutes west along bed of stream one chain and fourteen links (Sta 87) thence north forty one degrees thirty minutes west along bed of stream one chain and twenty nine links (Sta 88) thence north thirty one degrees west one chain twenty links to the place of beginning, containing five hundred and nine acres and four square rods of land be the same more or less.

WITH ALL THE APPURTENANCES, and all the Estate, Title and Interest therein of the said parties of the first part, and the said parties of the first part, The United Society of Believers, commonly called Shakers, further covenant and agree that this conveyance is made pursuant to the authority and approbation of the Ministers and Elders of said Society, and further covenant and agree to and with the party of the second part, her heirs and assigns, that the premises thus conveyed shall remain in the quiet and peaceable possession of the said party of the second part, her heirs and assigns; that there are no easements or encumbrances of any sort upon the estate or any part thereof, and that they will forever warrant and be liable to the party of the second part, her heirs and assigns for all

the above covenants, and ^{will} defend the party of the second part, her heirs and assigns, against any person or persons whomsoever claiming the same or any part thereof, or rights in or upon said estate.

IN WITNESS WHEREOF, the parties of the first part pursuant to said authority of the Ministry and Elders of said Society have as such Trustees hereunto placed their hands and seals the day and year first above written.

In presence of:

UNITED SOCIETY OF BELIEVERS, commonly called Shakers,

Nora H. Mallory

Emma J. Neale L.S.

Joseph Burger L.S.

Trustees of the United Society of Believers commonly called Shakers of New Lebanon, N.Y.

State of New York,

County of Columbia, SS.

On this ^d 16 day of November, 1912, before me, the subscriber, personally appeared Emma J. Neale, and Sarah Burger, to me known and known to me to be the persons described in and who executed the foregoing instrument and they duly severally acknowledged that they executed the same, for the uses and purposes therein contained.

Rosal H. Mallory
Notary Public

We, Joseph Holden Catherine Allen
Harriet Bullard

comprising ^{a majority} the ^x Ministry and Elders of the United Society of Believers, commonly called Shakers, of New Lebanon, Columbia County, New York, DO HEREBY CERTIFY AND DECLARE, that we do in all respects pursuant to the terms and conditions of the Church Covenant of said Society, give our approbation and authority and consent as such Ministry and Elders of the Church of said Society, to the transfer of the property and the execution and delivery of a deed of the same to Josephine Bates, her heirs and assigns, which deed bears date the 16th day of November, 1912, and is hereto annexed and made a part thereof. And we do hereby ratify, confirm and give our approbation and consent to the conveyance of the said premises to the said Josephine Bates, her heirs and assigns, and we do hereby as such Ministry and Elders and individually, transfer and convey to the said Josephine Bates, her heirs and assigns, all our right, title and interest in and to the premises mentioned in the said deed, but in all respects subject to the terms and conditions in the said deed contained.

IN WITNESS WHEREOF, we have hereunto placed our hands and seals, this 16th day of August, 1912.

In presence of:

Rosal H. Mallory

Joseph Holden L.S.
Harriet Bullard L.S.
M. Catherine Allen L.S.

State of New York,

County of Columbia, SS.

On this 16th day of November, 1912,

before me personally appeared _____
Joseph Holden Catherine Allen &
Harriet Bullard

to me known and known to me to be the persons named in
and who executed the foregoing instrument, and they
duly severally acknowledged that they executed the same
for the uses and purposes therein stated.

Rosa H. Mallory
Notary Public

Lat. No.
10,081

Dear Sister Emma,

I am sending you copies of letters sent me a few days ago by Judge McClellan, with a request that they be returned to him. I returned them, keeping copies for myself and for you, as i thought perhaps you might like them, particularly those between the Judge and Mr. Bates.

Lovingly yours,

Sister Sarah

February 25, 1914.

[ca. 1915]

CAT. NO.
10,074

Copies of Letters
Sent by Judge McClellan to Trustees

No. 1.

From Lindon W. Bates
to
Hon. George McClellan.

"My dear Judge McClellan:

Langford Property

I have not yet received from you the papers, complaint and answer and result of the inspection of the records as to other incumbrances. In view, however, of the shortness of the time before the trial and the expense, time and uncertain liabilities incident to such litigation, I deem it prudent to refrain from making the offer I was strongly minded to make.

Any offer I could make would relate to other properties adjacent to my first purchase.

In regard to the reservoir which is partly on my purchase at the south end and partly on the Langford farm, upon examinations of the local conditions and conference with Mrs. Bates, I do not see my way to advise her to agree to such a quit claim as you suggested. The reason is that it would jeopardize the source available to supply our south field and the chicken house I have been minded to put on that tract by affording the holders of the Langford title an opportunity to set up claims as to water, that might complicate matters for us. As you truly say, the matter is not vital to your case.

Other Properties

I hope now that you have had a chance to examine the deed relative to the ten acre pasture, that you can pass them for signature in the form presented, because relying upon the good faith of the Shakers, I paid the purchase price to Elder Pick, \$250. and have expended considerable upon grading and fencing.

Also, in order to come to terms over the areas I would be willing now to buy, I beg to ask you to have the Trustees put prices upon the following tracts:

- (A) Peabody farm (80) acres and all the holdings of the South Family west of the Canaan Shaker Road (about 80+ acres more)
- (B) All the lands of the South Family south of the Albany Road and east of our purchase (acreage unknown, perhaps 250 acres).
- (C) The holdings of the Second Family east of the Canaan Shaker Road, about 77 acres.
- (D) The sheep pasture of the Second Family, 167 acres.

Of the above, if the prices named are acceptable, I would take several alternatives:

- A separately.
- A and B together.
- A and C together.
- C separately.
- A, B, C and D.
- A, C and D.

Deeds to be similar in form to that of my first purchase.

I venture to think that it would be better to have prices set by the owners, which you would exercise your good offices to be reasonable. As the South Family must now find a new manager in place of one who has just left, the time to deal with tracts A and B may be now opportune.

Yours faithfully,
Lindon W. Bates.))

No. 2

Reply of Hon. George McClellan
to Mr. Bates.

February 16, 1914.

"My dear Mr. Bates:

I have all the papers in the Shaker Case and expected to leave them with you when I was in New York, but I was called away so suddenly that I took them on to Washington, expecting to send them on in a few days when I received your letter. I don't know but what you are right concerning the Langford matter, as no one wants to buy a law suit.

Concerning the other property which you purchased I will explain the situation to the Shakers and then write you the next time I am up which will be in the course of two or three weeks. The deed I have corrected to conform with the other deeds given by them. The water rights and privileges I know nothing about, the Trustees must be the judge of that.

In your letter you spoke about the good faith of the Shakers--that is a different proposition: as you are well aware Mr. Pick has no authority to sell any real estate belonging to the Shaker community or enter into any contract for sale without the consent of the Trustees and Ministry. He has never had such consent, he has gone on and taken it for granted he could sell the real estate and then get the consent afterwards, hence the trouble you are in in regard to the deed. I write this to put the Shakers right as far as you are concerned. It has been understood by Miss Neale and Miss Burger that they are not to sign any deed or papers unless I was consulted. It is a matter of precaution. They have expended large sums of money on their water privileges and they are cautious and careful in disposing of any of these rights, having, as you know, had trouble in regard to them; hereafter they propose to keep clear of complications, if possible.

Mr. Sackett whom Mr. Pick employed to survey your tract of land knew of the existence of this Law Suit, and knew it was over water rights and privileges to lay pipes, etc., yet in the face of these facts he made a survey right through the center of the reservoir that Mrs. Langford has exclusive right to use to conduct water to her premises, it being the overflow from her springs. For my part I don't see how he could do it in the face of these facts. I relied upon him because I had consulted with him as an engineer in this case and expected to use him as one of my witnesses, as he was conversant with the facts of the case. I think Mr. Sackett was innocent and this was done thoughtlessly on his part.

From your letter I judge that you think this is valuable to you, I don't see how you can so consider it, as you have no right to the water, except possibly you might tap the reservoir on your land, but there is nothing to hinder Mrs. Langford shutting off your supply.

I regret very much that you have decided not to deed this little piece as it would help my clients considerable. The other matters that I have written about I will take up with the Shakers. I have no hesitancy in telling you or the Shakers that I would advise them to sell their land where it would not interfere with any of their rights and privileges as they have more land than they know what to do with, providing that they can get a satisfactory price.

I want to make it plain to you that your decision not to sell the one half of the reservoir will not influence me in advising them in regard to selling other lands to you.

Very truly yours"

10.074-B

No. 3

From Sanford W. Smith
to Hon. Georhe McClellan

February 13, 1914.

" Dear Sir:

Why do you not let me know your conclusion with regard to the Shaker case? It is causing me no end of embarrassment not to be able to know what is going to be done.

Yours very truly,
Sanford W. Smith."

No. 4.

From Hon. George McClellan
to Sanford W. Smith.

Chatham, N.Y. Feb. 16, /14.

"My dear Judge:

I have hesitated about writing you concerning the Shaker case for the reason that I myself have been somewhat embarrassed, and as yet haven't made all the arrangements in compliance with all you require in the event of our accepting your proposition.

If I can fix the Bates matter up satisfactorily I feel that this matter can be straightened out. Mr. Bates has written me a letter stating that it is a small matter but he refused to give me a deed as I suggested. When I had the talk with him I thought there would be no trouble.

This is a small matter to your client in any event as the outlet of this reservoir is on her land and she could very readily, if she desires, partition it off her own land and thus prevent any overflow of water on the Bates' property.

If you desire to enter into an agreement of settlement on the terms suggested with this exception I am ready to accept your offer, otherwise I see no way out of it but to go on with the suit.

I wish you would kindly reply to this letter.

Very truly yours"

CAT. NO.
10,100

Jan. 22nd .1915.

Lindon W. Bates

Esteemed Friend,

Replying to your letter of the 19th inst I submitted the same to Elder Pick and Elder William and cannot determine that they wish to sell more land at the present, but these articles are hard to be settled by writing apart from the territory involved. In regard to land already sold and as I learn paid for I will write the Judge and forward your letter. I demurred at signing the Deed as I learned a certain stream went through the meadow which was cut off. We have had so much trouble on water privileges are naturally cautious. We promised to look into the matter with the Judge. He is a very busy man and much we wished attended to has had to be placed on the shelf for more pressing obligations. His term in Office at Washington expires soon and I think he can and will then attend to these lesser matters; meanwhile place much of the blame on me for not signing the Deed of the 10 acre lot as I was the most obstinate member solely on the water question.

Hoping for a continuance of your good will I am Most Gratefully

Yours,
Emma J. Neale.

CAT. NO.
10,070

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

January 25th, 1915.

Trustee Emma J. Neale,
Mount Lebanon, New York.

Esteemed Friend:

I have received your very good letter of January 22nd, and the next time that I can come up, will take up the subject of any sale that Elder Pick and Elder Williams may be willing to make.

I shall be very glad indeed to hear from the Judge at an early date, because I wish to go forward with plans, which I would not be warranted in undertaking until the deed is signed.

It is very easy to assure one's self that there is more water in view of the improvements I have made going down across the road on to the South Family land than ever before. Not only is that so, but in order to run my electrical plant, I have connected up never-failing streams, while the old stream, whose dam made you apprehensive, runs dry early in the summer. When I have a chance to return, I will be happy to show you this in a convincing manner.

Meanwhile, I think that you will be interested in

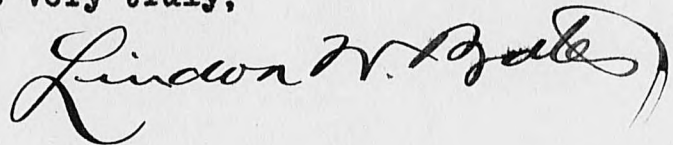
10,070

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

--2--

the literature of The Commission for Relief in Belgium, whose
operations I am directing.

Yours very truly,

A handwritten signature in cursive script that reads "Lindon W. Bates". The signature is written in dark ink and is positioned to the right of the typed name.

LWB-CAW
1.

cat. No.
10,076

Copy

This Indenture, made the 22nd day of April in the year One Thousand Nine Hundred and Fifteen

Between Emma J. Neale, and Anna Lane, as sole surviving trustees of the United Society of Believers, commonly called Shakers, of New Lebanon, Columbia County, New York, pursuant in all respects to the provisions of the Church Covenant of said Society and the Declaration of Trust by us heretofore made, and pursuant to the previous approbation of the Ministry and Elders thereof, parties of the first part, and Josephine Bates, of 784 Fifth Avenue, New York City, party of the second part,

Witnesseth, that the parties of the first part, in consideration of the sum of Two Hundred and Fifty Dollars and other good and valuable consideration, do hereby grant and release unto the party of the second part, her heirs and assigns,

All that tract of land lying in the town of Canaan, New York, bounded and described as follows:— Beginning at a concrete monument marked Station 12, in the center of the road leading from the Shaker Village to the Burnhams Industrial Farm, said point being also north westerly from the house called Lebanon Lodge; thence north^{ly} along the center of said road to the intersection of a line prolonged westerly from the fence which meets the stone wall, said intersection is about two rods north^{ly} from a wooden bridge across a brook and near a large butternut tree on the west side of said road. Said intersection is indicated by a cement monument marked 12 A. Thence easterly along said fence to a monument marked 12 B. Thence easterly along a wire fence to a monument marked 12 C, said monument being at the intersection of said line and wire fence with the western boundary of the land of Josephine Bates. Thence southerly

Patro

to a monument marked 13, Thence westerly to Monument 12, the point of beginning, the enclosed tract containing about ten acres be the same more or less.

With All the Appurtenances, and all the Estate Title and Interest therein of the said parties of the first-part, and the said parties of the first part, The United Society of Believers, commonly called Shakers, further covenant and agree that this conveyance is made pursuant to the authority and approbation of the Ministers and Elders of said Society, and further covenant and agree to and with the party of the second part, her heirs and assigns, that the premises thus conveyed shall remain in the quiet and peaceable possession of the said party of the second part, her heirs and assigns: that there are no easements or encumbrances of any sort upon the estate or any part thereof, and that they will forever warrant and be liable to the party of the second part, her heirs and assigns for all the above covenants, and will defend the party of the second part, her heirs and assigns, against any persons or persons whomsoever claiming the same or any part thereof, or rights in or upon said estate.

In Witness Whereof, the parties of the first-part pursuant to said authority of the Ministry and Elders of said Society have as such Trustees hereunto placed their hands and seals the day and year first above written.

In presence of:

John H. O'Neil, Witness

United Society of Believers, commonly called Shakers.

Emma J. Neale Trustee I.S.

Anna W. Lane " I.S.

Trustees of the United Society of Believers, commonly called Shakers of New Lebanon, N.Y.

3

State of New York: SS:
County of Columbia:

On this 22nd day of April 1915,
before me the subscriber, personally appeared Emma J. Neale and
Anna Lane to be known and known to me to be the persons
described in and who executed the foregoing instrument and
they duly severally acknowledged that they executed the
same for the uses and purposes therein contained

John W. O'Neil Notary Public

'Stamp'

Emma J. Neale and
Anna Lane, as Trustees,
&c.

to

Josephine Bates

Copy of
DEED.

Geo. Mc. Clellan
Attorney-at-Law
Chatham, New York

Cat. No.
10,072a

THIS INDENTURE, Made the 13th day of September, in the year One thousand nine hundred and fifteen,

BETWEEN, Emma J. Neale and Anna W. Lane, as sole surviving trustees of the United Society of Believers, commonly called Shakers, of New Lebanon, Columbia County, New York, pursuant in all respects to the provisions of the Church Covenant of said Society and the Declaration of Trust by it heretofore made, and pursuant to the previous apportionment of the Ministry and Elders thereof, parties of the first part, and Josephine Bates, of Mt Lebanon, Town of New Lebanon Cal Co. N.Y. party of the second part,

WITNESSETH, that the parties of the first part, in consideration of the sum of *Twenty five hundred* — Dollars, (\$2500.⁰⁰), and other good and valuable consideration, do hereby grant and release unto the party of the second part, her heirs and assigns,

ALL those two parcels of land situate in the town of New Lebanon, county of Columbia and state of New York, bounded and described as follows:

Parcel No. 1. Beginning at a point marked "A" on a map made by Adolph J. Kohlhofer, Engineer, on the day of August, 1915, it being ⁱⁿ the center of the road leading from the "Queechy Road" to Mt. Lebanon and known as Cherry Lane, said point "A" being 32-4/100 feet from the N.E. corner of the stone mill and in line with the east side of the mill; from thence running three courses along said road: N. 73°-45' E. 148-3/4'; N. 48°-50' E. 124'; 1/4'; N. 41°-45' E. 611, 3/4'; thence two courses along lines mutually agreed upon by parties of the first and second part; N. 65°-55' W. 257 1/2' to a point 6ft. south of a maple tree; N. 74°-00' W. 1167 1/2' to center of said Queechy Road; thence S. 23°-05' W. 125 ' along center of said road;

thence S. 75°-15' E 630' along land of A.P.Hitchcock to the N.E.Comer thereof; thence S. 13°-50' W 254 1/2' along said Hitchcock's land to the S.E.corner thereof; thence S. 12°-15' W 424' along land of Dr. Chas. Bacon to center of first mentioned road; thence along the same S. 71°-50' E 133 1/2'; S. 78°-00' E 125' S 82°-10' E. 53 1/2' to the place of beginning, containing 12.71 acres he the same more or less.

Parcel No. 2. Beginning at the same point "A" as in parcel #1 and running thence eight courses along the aforesaid Cherry Lane N. 73°-45' E. 148 3/4'; N. 48°-50' E. 124 1/4'; N. 41°-45' E. 744 1/2'; N. 53°-05' E. 295'; N. 59°-00' E. 116 1/2'; N. 83° 15' E. 114 1/4'; S. 85°-45' E. 116 1/2'; S. 80°-20' E. 119 1/2' thence following a stone wall along land of the Second Family of Shakers two courses S. 19°-50' W. 183'; S. 19°-00' W. 420'; thence following an old rail fence ten courses along wood land of the Second Family: S. 76°-40' W. 149 1/2'; S. 16°-50' W. 56'; S. 10°-25' W. 117'; S. 12°-40' W. 136 3/4'; S. 25°-00' W. 91'; S. 29°-30' W. 172 1/2'; S. 44°-25' W. 60 3/4' to a point on a large rock; N. 66°-30' W. 336'; S. 25°-30' W. 138 1/4'; S. 23° 35' W. 134 1/4' to a stake and stones; thence six courses along land of Pat. Hoctor N. 85°-20' W. 425 1/4' to a spike in a butternut; S. 48°-15' W. 124'; S. 13°-15' W. 271 1/4'; S. 10°-45' E. 104 1/4'; S. 21°-15' W. 62 3/4' S. 87°-30' W. 138 1/2' passing just north of the remains of an old dam, to the S.E. corner of land of one Dermody, known as the Mich. Mahar place; thence four courses along said Dermody: N. 19°-10' E. 38'; N. 54°-00' E. 32'; N. 23°-55' E. 63'; E. 24°-45' W. 53 3/4' to the northerly of two butternut trees; thence four courses along other land of said Hoctor: N. 12°-15' E. 91 3/4'; N. 67°-45' W. 45 1/2' N. 21°-15' E. 252'; N. 51°-30' W. 59'; thence five courses along lands of said Dermody known as the "Gay Lot": N. 69-05 E. 97'; N. 17°-15' E. 202 1/2'; N. 33°-25' W. 86 1/2' to a butternut tree; N. 45°-45' W. 76'; N. 23°-05' E. 21' to center of aforesaid road;

thence S 75° 15' E. 630' along land of A.P.Hitchcock's land to the S.E.corner thereof; thence S. 12°-15' W 424' along land of Dr. Chas Bacon to center of first mentioned road; thence along the same S. 71°-50' E. 133 1/2'; S. 78°-00' E. 125'; S. 82°-10' E. 53 1/2' to the place of beginning, containing 12.71 acres be the same more or less.

Parcel No. 2. Beginning at the same point "A" as in parcel #1 and running thence eight courses along the aforesaid Cherry Lane N. 73°-45' E. 148 3/4'; N. 48°-50' E. 124 1/4'; N. 41°-45' E. 744 1/2'; N. 53°-05' E 295'; N. 59°-00' E.116 1/2'; N. 83°-15' E. 114 1/4'; S. 85°-45' E. 116 1/2'; S. 80°-20' E. 119 1/2'; thence following a stone wall along land of the Second Family of Shakers two courses S. 19°-50' W. 183; S. 19°-00' W. 420'; thence following an old rail fence ten courses along wood land of the Second Family: S. 76° 40' W. 149 1/2'; S. 16°-50' W.56'; S.10°-25' W. 117'; S. 12°-40' W. 136 3/4'; S. 25°-00' W.91'; S. 29°-30' W. 172 1/2'; S.44°-25' W. 60 3/4' to a point on a large rock; N. 66°-30' W. 336'; S. 25°-30' W. 138 1/4'; S. 23° 35' W. 134 1/4' to a stake and stones; thence six courses along land of Pat' Hactor: N. 85°-20' W. 425 1/4' to a spike in a butternut; S. 48°-15' W. 124'; S. 13°-15' W. 271 1/4'; S. 10°-45' E. 104 1/4'; S. 21°-15' W. 62-3/4'; S. 87°-30' W. 138 1/2' passing just north of the remains of an old dam, to the S. E. Corner of land of one Dermody, known as the Mich. Mahar place; thence four courses along said Dermody: N. 19°-10 E. 38'; N. 54°-00' E. 32'; N. 23°-55' E. 63'; N. 24°-45' W. 53 3/4' to the northerly of two butternut trees; thence four courses along other land of said Hactor: N. 12°-15' E. 91 3/4'; N. 67°45' W. 45 1/2' N.21°-15'E. 252'; N. 51°-30' W. 59'; thence five courses along lands of said Dermody known as the "Gay Lot": N. 69-05 E. 97'; N. 17°-15' E. 202 1/2'; N. 33°-25' W. 86 1/2' to a butternut tree; N. 45°-45' W. 76'; N. 23°-05' E. 21' to center of aforesaid road;

thence S. 78°-00' E. 125' along said road; thence S. 82°-10' E. 53 1/2' to place of beginning containing 23.35 acres of land be the same more or less. Total land to be conveyed is 36 -6/100 acres. Bearings given are by the needle of Aug. 1915.

As surveyed by Adolph J. Kohlhofer, Engineer, August 1915.

TOGETHER WITH the appurtenances; and all the estate and rights of the said parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted, bargained and described premises unto the said party of the second part, her heirs and assigns forever.

AND the parties of the first part for themselves, and the United Society of Believers of Mount Lebanon, further covenant and agree that this conveyance is made pursuant to the authority and approbation of the Ministers and Elders of said Society; and that neither they nor the said Society have done or suffered anything whereby the said premises have been encumbered.

IN WITNESS WHEREOF, the parties of the first part, pursuant to said authority of the Ministry and Elders of said Society have as such Trustees hereunto placed their hands and seals the day and year first above written.

In presence of

UNITED SOCIETY OF BELIEVERS, commonly called Shakers,

Emma J. Neale

L.S.

Anna W. Lane

L.S.

Trustees

State of New York,
County of Columbia, SS.

On this 13 day of September, 1915, before me, the subscriber, personally appeared Emma J. Neale and Anna W. Lane, to me known and known to me to be the persons described in and who executed the foregoing instrument, and they duly severally acknowledged that they executed the same, for the uses and purposes therein contained.

Nora H. Mallory

Notary Public

We, Joseph Holden Sarah Burger ^{+ Walter Shepherd} composing
 a majority of the Ministry of the United Society of Believers,
 commonly called Shakers, of Mount Lebanon, N. Y., and we,

Miriam Offord Ernest Pick Margaret Egelson William Anderson
Sarah Collins Sarah Burger ^{and Lila Taylor} composing a majority of the Elders of
 the United Society of Believers, commonly called Shakers, of
 Mount Lebanon, N. Y. do hereby certify and declare that we do in
 all respects pursuant to the terms and conditions of the Church
 Covenant of Said Society, give our approbation, authority and
 consent as such Ministry and Elders of the Church of said Society
 to the transfer of the property and the execution and delivery
 of the deed of the same to Josephine Bates, her heirs and
 assigns, which deed bears date this day, and is hereto annexed and
 made a part hereof, and we do hereby ratify and confirm and give
 our approbation and consent to the conveyance of the said premises
 to the said Josephine Bates, her heirs and assigns, and all our
 right, title and interest in and to the premises mentioned in
 said deed but in all respects subject to the terms and condi-
 tions in said deed contained.

IN WITNESS WHEREOF, we have placed our hands and seals,
 this day of September, 1915.

In presence of

Joseph Holden L.S.
Sarah Burger L.S.
Walter Shepherd L.S.
Miriam Offord L.S.
Ernest Pick L.S.
Margaret Egelson L.S.
William Anderson L.S.
Sarah Collins L.S.
Sarah Burger L.S.
Lila Taylor L.S.

State of New York,

County of Columbia, SS.

On this 13th day of September, 1915, before me the subscriber, personally appeared Joseph Holden Sarah Burger
Miriam Hoff Ernest Pick Margaret Egelson William Anderson
Sarah Collie Lerla D Taylor.

to me known, and known to me to be the persons described in and who executed the foregoing instrument, and they duly severally acknowledged that they executed the same.

North Mallory
Notary Public

State of Connecticut
County of Hartford SS.

On this 18th day of September, 1915, before me, the subscriber, personally appeared Walter Shepherd to me known and known to me to be the person described in and who executed the foregoing instrument and who acknowledged that he executed the same.

(Seal).

William E French
Notary Public

County Clerk's Cert attached

For Miss Emma

-Copy-

EMMA J. NEALE AND ANNA W.

LANE, as Trustees &c.

to

JOSEPHINE BATES

Deed.

1413
13 P
CAT. NO
10,069

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

September 15, 1915.

Eldress Emma J. Neale,
Mount Lebanon, Columbia Co.,
New York.

My dear Eldress:

Before leaving for the West today my son told me that he had looked up in Albany the question of a will of Isaac Anstatt and said that the records did not disclose the probate of any will or the issuance of Letters Testamentary or of Administration. I thought it would interest you to know this fact and to know the summary which he gave me of what he thought was the legal situation as far as you are concerned of the Florida lands. He of course has not had time to look into the details of the law upon the numerous points raised, nor are the documents you possess sufficient to clarify all the obscure points. I am sending you therefore merely a summary of his preliminary views which a further knowledge of the facts might materially modify.

Anstatt having bought 8000 acres in Florida taking title in his own name, but with purchase money supplied by the Water-
vleit and Lebanon Shakers, held the legal title under a resulting

Eldress Emma J. Neale,
Mt. Lebanon, N. Y.

-2-

trust subject to the equitable title of the two families of the Shakers. He attempted on several occasions to transfer the legal title to 3340 and 660 acres to the Lebanon Shakers. Three deeds name as grantees Emma Neale and Sarah Burger, trustees, and another with the grantee's name in blank coupled with an authorization to the said trustees to fill in the blank. All these deeds were caused by the uncertainty of the legal capacity of the said trustees to hold land in Florida in the absence of an enabling statute or the uncertainty whether the powers of the New York trustees extended to the other States (to-wit, Florida). None of these deeds were recorded in Florida. If these deeds conveyed title then both the legal and equitable title to the 4000 acres became vested in the Lebanon Shakers. If, however, for failure of capacity in the grantees, the deeds did not convey the legal title to the Lebanon Shakers, then Anstatt remained vested with the legal title, but subject always to the equitable title of the Lebanon Shakers. The above deeds not having been recorded could not be set up to avoid a claim to title by an innocent subsequent purchaser from Anstatt for value without notice who did record his deed. It would seem that no part of the purchase price to Anstatt had been paid, and no interest on the mortgage paid, that the grantee, the Brown Co., of Anstatt who acquired title and recorded the deed subsequent to all the conveyance to the Lebanon Shakers might be charged as trustee for the Lebanon Shakers upon notice of the latter's

-3-

claim to equitable title. Even had consideration been paid the Lebanon Shakers might have a claim against the Brown Co. on the ground that having purchased from a Shaker it was perhaps charged with knowledge that his individual property was in trust for the Order.

It would seem that Anstatt and his advisers had perhaps made themselves liable, otherwise than civilly, in selling land already conveyed to other parties. The death of Anstatt frees him from any such liability, but his advisers may remain subject to some liability.

No Anstatt will is on record, and it is very doubtful if he left a will since only a few months intervened between his conveyance of the Brown Co. and his death. It would probably be necessary therefore to have Letters of Administration taken out on his estate, so that there may be somebody against whom proceedings may be taken to enforce the equitable claim of the Shakers against the purchase money mortgage given by the Brown and the right of action against the Brown Co. Co. for the purchase price. The Shakers as creditors may petition for the said Letters.

Some of the various legal proceedings which may have to be taken to enable the Lebanon Shakers to recover some part of their lost property are included in the following list:-

1. Administration or Probate proceeding in Albany upon the estate of Anstatt, giving Administrators bond for value of estate if no will is found.
2. Foreclosure suit in Florida upon the mortgage, joined with suit for the purchase price.

-4-

3. Possible suit by the Shakers in Florida against the Brown Co., to inforce equitable suit.
4. Possible suit by the Shakers in Florida against the purchasers of land from the Brown Co. to enforce equitable title.
5. Possible civil suit in New York against the advisers of Anstatt, if any loss results to the Shakers from the sale by Anstatt to the Brown Co.
6. Possible proceedings in New York against the advisers of Anstatt for participating in an action which deprived the Shakers to legal title to land.
7. Possible proceedings in New York to secure from the advisers of Anstatt the papers concerning the Florida lands, should their delivery be delayed.

It is needless to say that the time involved would probably extend over several years with all the incidental delays which suits in other States involve. The legal costs and lawyers fees might well run into many thousands of dollars.

I thought it would interest you to know all this as it seems to me that you should do something as soon as possible if you wish to protect your rights, because delay will prevent the enforcement of your equitable claims.

I will be up to Mt. Lebanon on Saturday and take the occasion to see you.

Very truly yours,

Lindon W. Bates

cut. NO.
10,071

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST. N. Y."

October 22, 1915.

Mr. Ernest Pick,

Mount Lebanon, N.Y.

My dear Elder Pick:

I have your esteemed favor of October 21st and can agree to the following arrangements which kindly arrange, if agreed:

FIRST:- A straight deed to the areas indicated to be prepared and given against the purchase price which I am ready to pay.

Mr. Kohlhofer is ready doubtless to give the necessary description to the Trustees for the use of Judge McClellan.

SECOND:- A letter from me to be prepared to be signed by me and delivered to the Trustees or Elder William Anderson relative to road access and to the cutting within two years into wood of certain trees to be numbered and identified by a spike and shown on a map to be prepared by Mr. Kohlhofer. No trees to be indicated less than one foot in diameter ten feet above the ground. The surveys show that the old wood road used by Elder Anderson will not be much if any altered.

I greatly deprecate the cutting of the big trees which anyone can see contribute by their lofty foliage so much to

-2-

the beauty of the Pass. I venture to hope that Elder Anderson will spare them although he has the right and in cutting on his own lands to do so according to the best tenets of forestry and in generous endeavor to not detract from the scenery of what I am sure will become one of the most notable spots in the country.

Yours very sincerely,

Lindon W. Bates

Mr. Ernest Pick,

Mt. Lebanon, N.Y.

cat. NO.
10,086a

TELEGRAPH OFFICE, WEST PITTSFIELD, MASS.

R. M. WAGAN & CO.,

MANUFACTURERS OF THE GENUINE

Shaker



Chairs.

Mount Lebanon, N.Y., Nov 1st 1915

Respected Friend:

Lyndon W. Bates.

71 Broadway.

New York, N.Y.

Yours to Elder E.

Pick. 22nd inst. was hand the. for and.
He. Not knowing what Ernest P. has
written you in regard to increasing your
land purchase. on the Lebanon Mountain
on south side of State Road. belonging
to South family + Q. you wishing to
get 350 feet more on side of State Road
from your last survey and running
southerly to a point above the woods etc.
I went and looked the tract over + find

there is about two Hundred (200) Cords
of wood there, as near as I could judge.
I am going to make this Proposition.
It will be as fol's.

As we have only about 300 feet ^{wrong} (4 1/2 chains)
on Butters line. (The same line on south
side of land you are now purchasing from
E. Pick.) By making a straight cut
across line from the state road at the
Point the Surveyor has Marked. 350 feet
from your other Corner, running South
to N. E. ^{the above 300 ft supposed to be 1/2 cord's wrong} corner of Butters line. Making
a continuous straight line of about 234 ^{feet}
there about. More or less. this throws
in a little more wood land. and makes
a straight line &c. I enclose a rough
Sketch of the line &c.

In regard to the wood lands, they
would have been cut over long ago, but
I left them and cut farther east on
the Pinicle. where no others dared to
go, and it costs me more to get one
cord of wood from there, than 3 Cords from
the woods you wish left, uncut.

10,086^b

TELEGRAPH OFFICE, WEST PITTSFIELD, MASS.

R. M. WAGAN & CO.,

MANUFACTURERS OF THE GENUINE

Shaker



Chairs.

2nd

Mount Lebanon, N.Y., 1915

Respected Friend:

2nd Proposition. I am willing to make some concession if above is satisfactory and not cut any of the trees. if I could have say 75 cords of wood that may be cut in your woods in making the roads &c, on the Mountain. Same wood to be delivered and piled in the open lot where it can be got at readily. In regard to legal papers, deeds &c, I would prefer to have ours made out separate, from the second family's papers deeds &c, of course they will all have to go thro' the Trustees Name &c,

Respectfully Yours, Wm Anderson.

Cat. No.
10,089

TELEGRAPH OFFICE, WEST PITTSFIELD, MASS.

R. M. WAGAN & CO.,

MANUFACTURERS OF THE GENUINE

Shaker



Chairs.

[Handwritten signature]

Mount Lebanon, N.Y., Nov. 11 1915

Respected Friend:

Wm Anderson offers 16 acres of land on the mountain, with which he and Mr. Bates are concerned, plus a strip 200 feet on the road running to a point on hill containing by estimation 8 acres more or less, making 24 acres in all for \$480⁰⁰ and all trees on it over 1 foot in diameter 10 feet above the ground or the 24 acres for \$550 and no trees to be cut therefrom. The payments to be made to Wm. Anderson.

Wm Anderson agrees to Above.

Mr Adolph Kothliffer ^{Witness}

Miller line
Total 1044.79 ft
4 1/2 chains
297 ft
Miller line

Grade above ground

N. 42° E.
3391.3 ft.
2 1/2 miles more or less

200 ft
350 ft
200 ft
11

772 ft
3.63 a - 200 ft
4.14 a.
902 ft

on Mountain

Acorns
partially

State Rd
1000 ft

cat. NO.
10,095

TELEGRAPH OFFICE, WEST PITTSFIELD, MASS.

R. M. WAGAN & CO.,

MANUFACTURERS OF THE GENUINE

Shaker



Chairs.

Mount Lebanon, N.Y., 19

Respected Friend:

I went up and ran the line from a point 297 ft. from upper corner to the monument at the state road. Then I measured the trees and marked with a piece of lath each tree ~~to~~ 1 foot or more in diameter at 10 feet about the ground. There are just 70 trees of that size. you are given the right to cut those marked trees within 2 years. He would probably buy all the land up there you would sell under the same conditions, that is, to mark the trees ~~one~~ ^{one} foot or more

He did not agree to a price per
acre. He told me he agreed to a
lump sum of \$1000 before it was
surveyed thinking it was 100 acres
but as it is not, the price per
acre for extra land is greater
than 10 per acre or is ^{\$}12.50

He agreed to \$1000 for the big lot of
Picks and whatever would come
out of you. That was before I had
surveyed it. No matter what the
amount of land was. If there had
been only 50 acres it would have
been \$20 an acre but at it was 80
acres it happens to come ^{\$}12.50.
Now as he wants more of your land
and decided to ask for it after
original agreement with Pick, he
wants to pay you extra for it. Will
you sell him 200 ft more from
monument on state road to point

CAT. NO.
10,077



THE UNITED SOCIETY OF SHAKERS
—FOUNDED 1787—
MOUNT LEBANON, NEW YORK



EMMA J. NEALE, TRUSTEE

GENUINE SHAKER CLOAKS AND FANCY GOODS

Dec 30th 1915

Esteemed Friend,

Geo B. McClelland.

I accept
the \$550. — for land we agreed to sell
to Mr L. M. Bates, as per Surveyors Map, &c,

Yours Respectfully,

William Anderson.

South Family Shakers.

Mount Lebanon, N.Y.

Cat. No.
10,069-A

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

January 3, 1916.

Eldress Emma J. Neale,
Mount Lebanon,
Columbia County,
New York.

Esteemed Friend:-

I very much appreciate your delightful letter of January 1st. After I had written you I discovered that there were variations between the Sackett survey and that shown on Mr. Kohlhofer's latest map which I apprehended might lead to complications if the boundary descriptions relating to the west and south boundaries were entered in the deed as they appeared on Mr. Kohlhofer's map. Mr. Kohlhofer has now given me what seems an adequate explanation and proposes the following, which I quote from his letter:

"(1) Inasmuch as I could not find any deed referring to property in question among Shaker deeds, I shall go to the Berkshire County Registry of Deeds for Middle District, and search for Butler's copy. Any change I find, I shall incorporate in new description and map.

(2) Send you as my report on work done, the description I sent the Shakers for lawyers' use, with any change in Butler's line necessary.

(3) Furnish Shakers a new description with my courses from B 65 east and north to 38. Then state as follows: "thence southerly, westerly, southerly, westerly and southerly to place of beginning along lines of land of grantee (see deed Emma J. Neal and Sarah Burger to Josephine Bates, Nov. 16th, 1912, Book Page Registry of Deeds of Columbia County," then finish as in other description.

(4) The area is to remain as I found it by planimeter, unless you want me to compute it. There are a number of sides and the small difference would scarcely justify the extra work. However, I shall check my planimeter work again."

The above arrangement would be acceptable to me. There would be a trifling difference in acreage as per paragraph 4, but as we have agreed lump figures, I consider it unnecessary for Mr. Kohlhofer to re-compute the areas. It is manifestly necessary, as per item No 1, to have a proper south boundary adjoining Butler's land. If any marked discrepancy appears from an examination of the Butler deed in Berkshire County Mr. Kohlhofer will, of course, inform us.

I appreciate the difficulty that Mr. Kohlhofer has met. There seems to be a great magnetic variation which has been proceeding for some years and the new 1916 World Almanac & Encyclopedia (page 63) for the district gives the variation for Albany on January 1, 1916, as 12 degrees 11 minutes west. Mr. Kohlhofer has been estimating the variation at 10 degrees 15 minutes. I fancy Mr. Sackett did not take magnetic variation into consideration at all, and as the variation has been increasing six minutes annually for many years it is no wonder that the old surveys are very difficult to reconcile.

It is in order therefore for Mr. Kohlhofer to carry out the recommendations which he proposes, and give Judge McClellan as early as possible a description for his preparation of the deed. In order to save time I am sending Mr. Kohlhofer and Judge McClellan copies of this letter.

Very sincerely yours,

Lindon W. Bates

LWB:FHS

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

Cart. NO.
10,069-B

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

January 6, 1916.

Eldress Emma J. Neale,
Mt. Lebanon, Columbia Co.,
New York.

Esteemed Friend:

Referring to the survey charges, while it is customary for the seller to pay all the survey charges I will, since you think it best in this case take the whole of Mr. Kohlhofer's account to my charge.

I am glad to note that at an early date the deed will be executed, so that when the weather permits our work on the hill can go forward.

Very sincerely,

Lindon W. Bates

cat. NO.
10,073a

THIS INDENTURE, Made the 27th day of January, in the year One thousand nine hundred and sixteen,

BETWEEN EMMA J. NEALE and ANNA W. LANE, as sole surviving Trustees of the United Society of Believers, commonly called Shakers, of New Lebanon, Columbia County, New York, pursuant in all respects to the provisions of the Church Covenant of said Society and the Declaration of Trust by it heretofore made, and pursuant to the previous approbation of the Ministry and Elders thereof, parties of the first part, and JOSEPHINE BATES, of Mt. Lebanon, town of New Lebanon, Columbia County, New York, party of the second part,

WITNESSETH, that the parties of the first part, in consideration of the sum of *Fifteen hundred fifty* — Dollars. (\$ 1550 -), and other good and valuable consideration, do hereby grant and release unto the party of the second part, her heirs and assigns,

All that tract of land situate in the town of Hancock, County of Berkshire and State of Massachusetts, being on the south side of the State Highway from Albany to Pittsfield, bounded and described as follows: Beginning at the southwest corner at a cement block marked "65", it being the northwest corner of land now or formerly of one Butler and running thence six courses along said Butler's land: South 59 degrees 25 minutes East 87. 8/10 feet; S. 64°-46' E. 572.4 ft; S. 64°-07' E. 598.7 ft.; S 63° 508 E 36.7 ft.; S. 33°-25' W. 45.3 ft.; S. 48°-00 E. 297.0 ft. to lands of South Family of Shakers; thence N 42°-00' E 3391.3 ft. along said South Family's land to a point in the supposed south line of State Highway; thence along said south line N 46°-25' W. 201.1 ft. to a granite M.H.B.; thence N. 49°-30' W 340 to a cement block marked "38", it

being the northeast corner of other lands of the Grantee; thence southerly to corner "39".; thence westerly to corner "44"; thence southerly to corner "49".; thence westerly to corner "51".; thence southerly to place of beginning, "65".; it being intended that the courses from "38" to "65" be the same as those courses given in deed, Emma J. Neale and Sarah Burger to Josephine Bates, Nov. 16, 1912, recorded in Registry of Deeds for Columbia County, Book Page . The herein described parcel of land contains 94. 8/10 acres be the same more or less, of which 24 3/4 acres lie east of the present Bate's lines #38 to #39 to #40 and east of a wire fence from #40 southerly supposed to be the present division line of lands of the South Family and Second Family, said 24 3/4 acres being property of South Family, the remainder being of the Second Family. Bearings given are by needle of Nov. 1915. As surveyed by Adolph J. Kohlhofer, Engineer, November 1915.

TOGETHER with the appurtenances, and all the estate and rights of the said parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted, bargained and described premises unto the said party of the second part, her heirs and assigns, forever.

AND the parties of the first part, for themselves, and the United Society of Believers of Mount Lebanon, Columbia County, New York, further covenant and agree that this conveyance is made pursuant to the authority and approbation of the Ministers and Elders of said Society; and that neither they or the said Society the said Society have done or suffered anything whereby the said premises have been encumbered.

IN WITNESS WHEREOF, the parties of the first part, pursuant to said authority of the Ministry and Elders of said Society

have as such Trustees, hereunto placed their hands and seals,
the day and year first above written.

In presence of:

W. H. Mallory

UNITED SOCIETY OF BELIEVERS, commonly
called Shakers,

Emma J. Neale L.S.

Anna W. Lane L.S.

TRUSTEES.

State of New York,
County of Columbia, SS.

On this *30* day of *February*, 1916, before me,
the subscriber, personally appeared Emma J. Neale and
Anna W. Lane, to me known and known to me to be the persons
described in and who executed the foregoing instrument, and they
duly severally acknowledged that they executed the same, for
the uses and purposes therein contained.

W. H. Mallory
Notary Public

We, Joseph Holden Sarah Burger Walter Shepherd
 + M. Catherine Allen composing a majority of the Ministry of the United Society of
 Believers, commonly called Shakers, of Mount Lebanon, New York,
 and we Sarah Collins Margaret Egelson Ernest Pick William Anderson
Amelia Culver + Leila S Taylor, composing a majority of the
 Elders of the United Society of Believers, commonly called Shakers
 of Mount Lebanon, N. Y. do hereby certify and declare that we
 do in all respects pursuant to the terms and conditions of the
 Church Covenant of Said Society, give our approbation, authority
 and consent as such Ministry and Elders of the Church of said
 Society to the transfer of the property and the execution and del-
 ivery of the deed of the same to Josephine Bates, her heirs and
 assigns, which deed bears date this day, and is hereto annexed and
 made a part thereof, and we do hereby ratify and confirm and
 give our approbation and consent to the conveyance of the said pre-
 mises to the said Josephine Bates, her heirs and assigns, and
 all our right, title and interest in and to the premises mentioned
 in said deed but in all respects subject to the terms and con-
 ditions in said deed contained.

IN WITNESS WHEREOF, we have placed our hands and seals,
 this 27 day of January 1916

In presence of
~~Joseph H. Holden~~ to JH
~~Walter Shepherd~~ to WS
~~Sarah Burger~~ to SB
~~M. Catherine Allen~~ to MCA
~~Sarah Collins~~ to SC
~~Margaret Egelson~~ to ME
~~Ernest Pick~~ to EP
~~William Anderson~~ to WA
~~Leila S Taylor~~ to LST
~~Amelia Culver~~ to AC

Joseph Holden L.S.
Walter Shepherd L.S.
Sarah Burger L.S.
M. Catherine Allen L.S.
Sarah Collins L.S.
Margaret Egelson L.S.
Ernest Pick L.S.
William Anderson L.S.
Leila S Taylor L.S.
Amelia Culver L.S.

State of ~~New York~~ ^{Massachusetts}
County of ~~Columbia~~ ^{Berkshire}, SS.

On this 27th day of January 1916
before me, the subscriber, personally appeared _____
Joseph Holden

TO me known, and known to me to be the persons described in and
who executed the foregoing instrument, and they duly ~~severally~~
acknowledged that they executed the same.

(Deal)

Thomas W. Enright
Notary Public

State of Massachusetts
County of Hampden

On this 1 day of Feb 1916

before me, the subscriber, personally appeared Walter Shepherd
to me known and known to me to be the person described in
and who executed the foregoing instrument and acknowledged
that executed the same.

Joseph C. Allen
Notary Public

(County Clerk's Certificate attached)

State of New York
County of Columbia, SS

On the 3rd day of February, 1916, before me
the subscriber personally appeared Sarah Burger, M. Carlin^{all},
Sarah Collins, Margaret Egelson, Ernest Pick, William Anderson,
Lulu S. Taylor, + Amelia Culver; to me known and known
to me to be the persons described in and who executed
the foregoing instrument and severally acknowledged
that they executed the same.

Noah H. Mallory
Notary Public

Emma J. Neale and Anna W. Lane
as Trustees, &c.

to

Josephine Bates

Deed.

Cont. NO.
10,069-C(1)

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

February 14, 1916.

Eldress Emma J. Neale,
Mt. Lebanon, Columbia Co.,
New York.

Esteemed Friend:

I beg to acknowledge the receipt of the documents and deed duly executed for the property on the Hill which I find in order except a matter in respect to the total price which was overlooked but which is easily remedied.

My offer of October 17 which was duly accepted by Elder Pick was \$1000 for "about 80 acres including 6.1/2 acres of South family land" as computed by Mr. Kohlhofer. These 6.1/2 acres were to be secured by Elder Pick and a price I was informed was set by Elder Anderson of \$20 per acre which Elder Pick as Mr. Kohlhofer informed me agreed to give him. Even so Elder Anderson made certain reservations regarding wood and stipulated that his check was to be made separately from Elder Pick's. Therefore I specifically agreed finally to make two checks, one for \$550 which could be endorsed to Elder Anderson and one for \$1000 less 6.1/2 acres at \$20 or \$130 making \$870 bringing the total to \$1420.

Either your good self or Mr. Kohlhofer should have the letter

-2-

setting this all out. Doubtless in giving the instructions to Judge McClellan this was overlooked. I have already agreed to stand all the survey expenses of Mr. Kohlhofer and in respect to total price naturally wish to adhere to the total agreed sum consisting of the two checks in the separate sums above mentioned, which I include herewith.

I can, if it is preferred, hand you a check for \$130 making up the exact total \$1550 mistakenly set out in the deed instead of \$1420 and you can either give it back to me or pass it to Elder Pick who is pretty sure to have a bill against me during this early spring or summer for hire of men and teams to offset what may be regarded as an advance payment. In this way there is no need to correct the figures in the deed which I have had recorded.

I would refer to my offer and map of October 17 to Elder Pick, his letter of October 18, my reply of October 19, his reply October 21 and mine of October 21, and I quote from Mr. Kohlhofer's report of November 11th:-

"New Lebanon, N.Y., Nov. 11, 1915.

"Upon receipt of your letter of the 10th, I went to Wm. Anderson and tried to come to an agreement. I found him completely deaf (temporarily, I hope) and could converse with him only by pencil. After more than two hours of such discussion, I put the question to him, "Will you sell in addition to amount already agreed upon, a strip 200 ft. at road running to a point on top of hill and how much do you want for it ?"

"He made the following offer, asked me to write it out that he might see it and this is a copy of what I gave him and he assented to it.

"William Anderson offers the 16 acres of land on the mountain with which he and Mr. Bates are concerned, plus a strip 200 ft. on the road running to a point on the hill, containing by estimation 8 acres more or less, making 24 acres in all, for \$480.00 and

"all trees on it over one foot in diameter
"10 ft. above the ground, OR \$550 and NO
"trees to be cut therefrom. All payments
"to be made to Wm. Anderson."

"The \$480 is at rate of \$20 per acre.
"It seems that Wm. A. refused to sell to you
"thro' Ernest Pick the 6.1/2 acres for less
"than \$20 per acre. Pick offered him \$20
"which was agreeable to Wm. but he wanted to
"deal directly with you. Thereupon a discus-
"sion arose. Wm. claims his woods is worth
"more than Pick's pasture and that there are
"400 cords of wood on it. I think that is
"too high an estimate....."

I venture to send you a framed photograph of the Monument
design, which your valued sympathy and coöperation has made
possible.

Yours very sincerely,

Lindon W. Bates

Cat. No.
10,069-D

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

March 9, 1916.

Eldress Emma J. Neale,
Mount Lebanon. Columbia Co.,
New York.

Esteemed Friend:

Lindell has returned from Florida and in a week or so he will make a memorandum of what he has ascertained, which I gather is of considerable import to your interests.

I learn that the Peabody farm of the South Family has been sold to Mrs. Adams whom we welcome as a very desirable neighbor. Perhaps now Elder William will be willing to sell the small open fields and woods which lie north of the Peabody farm, and west of the road in front of our house, including the four acres and old cottage.

The little house is an eyesore. It has become lately very objectionable, if not quite intolerable, because of the circumstantial stories I hear in regard to the loose moral character of the occupants. I would like to buy the old house and the four acres more or less and get the parties out as soon as possible.

Yours very sincerely,

Lindon W. Bates

cat. NO.
10,076a



THE UNITED SOCIETY OF SHAKERS
—FOUNDED 1787—
MOUNT LEBANON, NEW YORK



EMMA J. NEALE, TRUSTEE

GENUINE SHAKER CLOAKS AND FANCY GOODS

Mr. Lindon W. Bates March 10th 190
[1916]

Friend

Your letter of March 9th at-hand and we will be glad to learn of anything about our Florida possessions of which we do not know. We have sold the property with the exception of the small reservation for those now living there. I have learned of the tapping of the trees and entered complaint to our Lawyer as it is not paid for and gave him my opinion of the matter, but had been so tired at home by the fierce winter and continued sickness could not do as I wish. It seems hard to take advantage



THE UNITED SOCIETY OF SHAKERS
—FOUNDED 1787—
MOUNT LEBANON, NEW YORK



EMMA J. NEALE, TRUSTEE

GENUINE SHAKER CLOAKS AND FANCY GOODS

190

of one when they are down, but I can only do my best and take results. It has been a hard season here and I have been by the death bed of another in our home to-day. Elder Ernest was possibly able to get to the Office two or three days ago and I handed him your letter. He did not accept the check but wished me to return it. I had not written you by presence of other business when he called to day & took the letter saying he would write you; thus I drop the matter but will hold the check until you come to an agreement. Trusting in some way all things may come to a right conclusion I remain
Yours Respectfully Emma J. Neale

PAID

Answer

THE UNITED SOCIETY OF CHRISTIANS
— 1875 —
THE UNITED SOCIETY OF CHRISTIANS

LINDON W. BATES
71 BROADWAY
NEW YORK CITY



Eldress Emma J. Neal

Mount Lebanon, Columbia County,
New York.

Handwritten scribbles

10,069E (6)

Cat. NO.
10,069-E(1)

LINDON W. BATES
71 BROADWAY
NEW YORK
TELEPHONE 1714 RECTOR
CODE ADDRESS "LINBATIST, N. Y."

March 14, 1916.

Eldress Emma Neale,
Mount Lebanon, Columbia Co.,
New York.

Esteemed Friend:

I have your kind letter of March 1st , and today I have one from Elder Pick to which I have replied as per the copies enclosed. This doubtless completes the Hill purchase transaction with entire satisfaction to all.

We are most appreciative of your good offices and success in a difficult negotiation.

Mrs. Bates has returned from speaking at the Convention of Mayors in St. Louis and from making addresses at Buffalo and Rochester, tired but very successful. She is in great demand and will shortly go to St. Paul, Minn., and to Ohio.

It has been, friend, we appreciate a hard winter and we too will welcome the good old summer time.

Yours very sincerely,

Lindon W. Bates

(Copy)

Mount Lebanon, March 13, 1916.

Mr. L. W. Bates,
New York City.

Dear Sir:

I am writing you concerning the adjustment of purchase prices for the mountain land you bought from the Second Family.

In my opinion the simplest way is for you to pay \$12.50 per acre, the price agreed upon, before you offered \$1000 for the land in connection with the portion belonging to the South Family. On this occasion allow me to mention that we have not yet settled for the small area adjoining the 10 acres of pasture land north of your residence, which was included in the deed after you paid me for the 10 acres (\$250.⁰⁰).

Yours respectfully,

(Signed) ERNEST PICK.

March 14, 1916.

Elder Ernest Pick,
Mount Lebanon, N.Y.

My dear Elder Pick: HILL PASTURE.

I have your esteemed favor of March 13 in which you suggest that the area pertaining to the South Family be reckoned at \$12.50 per acre. Such a method of adjustment comes to very nearly the same thing as set out in my recent letter to Eldress Emma J. Neale and is acceptable to me.

I quote from the deed which has been recorded at Hudson and North Adams:-

"The herein described parcel of land contains $94\frac{8}{100}$ acres be the same more or less of which $24\frac{3}{4}$ acres lie east of the Bates' line No. 38 to No. 39 to No. 40 and east of a wire fence from No. 40 southerly supposed to be the present division line of lands of the South Family and Second Family, said $24\frac{3}{4}$ acres being property of South Family, the remainder being of Second Family. Bearings given are by needle of Nov. 1915, as surveyed by Adolph J. Kohlhofer Engineer Nov. 1915."

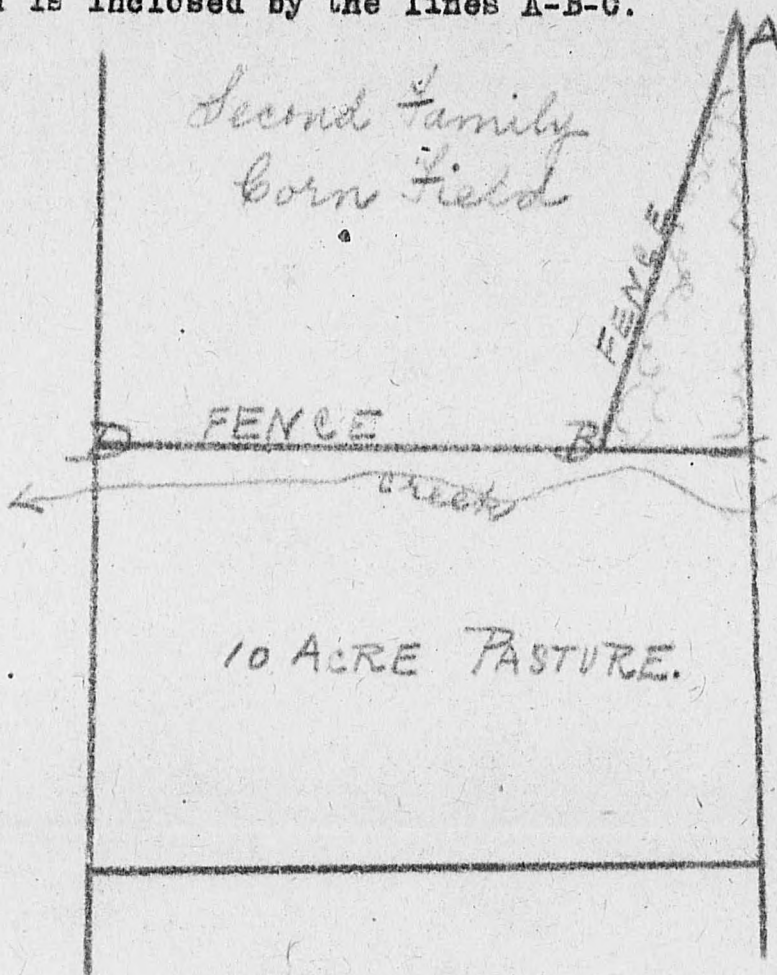
The remainder as above pertaining to the Second Family is Seventy and Five one hundredths 70.05 acres, which at 12.50 per acre equals \$875.53.

The check which I sent to Eldress Neale was for \$870 which doubtless you will get from her and I include one to you for

\$5.53, completing the transaction.

SMALL TRIANGLE NEXT 10 ACRE PASTURE.

I am truly sorry to have overlooked measuring and paying for this small triangular area which looks like the sketch herewith and is inclosed by the lines A-B-C.



I do not know the length of the lines A-B, A-C and B-C, but I will measure them at once with Mr. Dermody and send you the calculation of the triangular area which when you agree to the quantity I will pay for at the rate of \$25. per acre, as we arranged. We have still to put in the concrete monuments at the points D, B and A, but they are ready for placing.

Mrs. Bates joins me in welcoming your recovery. This winter has been so hard that it has taxed everyone's powers of resistance and we will be truly grateful for an early and gracious Spring.

Very sincerely yours,

A handwritten signature in cursive script, appearing to be 'AMB', written in dark ink.