

Supreme Court.

Edward Fowler & Benjamin Gale
as Trustees of the United Society of the
People called Shakers at Mount Lebanon
Pr. f. Plaintiffs

against

Pennington & Eastland Rail
Road Company.
Defendant.

Affidavit of Service.

City and Columbia County, ss. of New York ss

James M. Pearson _____ of the City of New York, in said county,

being duly sworn, says, that on the 2^d day of August 1869 at the town of Hunter

Park in the County of Ulster in said County, he served the annexed Summons, in this action of which the annexed is a copy and annexed thereto a copy of the complaint and verification therof of which these annexed on to the annexed copy summons are copies on Oliver Charlick the President of the above named defendant by delivering to, and leaving with said defendant a copy of said Summons & annexed thereto a copy and deponent further says, that he knew the person & served as aforesaid, to be the person mentioned and described in said Summons as defendant therein and he knew the person to whom he delivered a copy of said summons, complaint & verification as aforesaid to be the President of the said corporation and defendant.

Sworn and Subscribed this 28

day of December 1869 before me

*J. F. L. Notary Public
Over My Co.*

The Complainant of the above named plaintiff respectfully shows to this court, that the said Edward Fowler & Benjamin Gale are the trustees of the United Society of the People called Shakers at Mount Lebanon in the County of Columbia State of New York, where a market place & principal place of business of said United Society. That the said plaintiff as such trustees as aforesaid have lawful title as the owners in fee simple & are entitled to the possession of the following described real estate situate in the town of New Lebanon County of Columbia State of New York, bounded & described as follows: To wit: Beginning in the centre line of the track of the Rail Road, hereinafter mentioned, at a point just to the south side of the lot in the division line between the two roads of Nos. 1 & 2. Thence Easterly along the centre line of the track of said Rail Road 883 feet to the division line between the lot & lands of Allen & Co. (which division line bears South four degrees East) eighty one feet Eastwards from stake number 995 now or lately set in the centre line of the track of the Rail Road now in defendant's possession and now or lately known as the Lebanon Springs Rail Road. Thence Easterly along the centre line of the track of said Rail Road 883 feet to the division line between the lot & lands of Allen & Co. (which division line bears South four degrees East) & thirty three feet & eight inches from stake number 991 now or lately set in the centre line of the track of said Rail Road. This lot is & being bounded on the northerly side by a line parallel with & eighty two feet & one half feet from said centre line on the Easterly side by said division line between this lot & said lands of Allen & Co. On the southerly side by a line parallel with 7 & 6 feet from said division line between this lot & said lands of Moses M. Allen. Being a portion of premises known as the River or Shaker garden containing one acre & 193 perches of land. And that the Defendant a corporation duly organized under the laws of the state of Vermont is in possession of the said river or garden & has had the possession and occupation thereof ever since & before the first day of April A. D. 1849 & ever since & before the day last aforesaid has unlawfully withheld & unlawfully withheld possession of the same from the plaintiff as such trustees as aforesaid. That such use & occupation are & will be of great value & such unlawful withholding are & will be to the great damage & injury of the plaintiff as such trustees as aforesaid.



Supreme Court.—County of Columbia

To Pennington and Putland Rail Road Company defendant
You are hereby Summoned to answer the complaint of Edward Fowler & Benjamin Gates as
trustees of the United Society of the People called Shakers at Mount Lebanon, plaintiff, a copy of which is hereto
annexed, and to serve a copy of your answer on the subscriber at

Hudson N.Y.
within twenty days after the service of this
summons, exclusive of the day of service, and if said defendant fail to answer said complaint as hereby
required, the plaintiff will apply to the court for the relief demanded in the complaint.

Dated

July 1, 1869

1869

P. E. Landwehr
Plaintiff's Attorney.

No. 1 Supreme Court.—County of Columbia

Edward Fowler & Benjamin Gates as trustees of
the United Society of the People called Shakers
at Mount Lebanon, N.Y. Plaintiffs
against Pennington and Putland Rail Road
Company. Defendants.

The Complaint of the above named plaintiff respectfully shows to this court, that the said Edward Fowler & Benjamin Gates are the trustees of the United Society of the People called Shakers at Mount Lebanon in the County of Columbia, State of New York, where, is the post office & principal place of business of said trustees & society. That the said plaintiffs as such trustees as aforesaid have lawful title as the owners in fee simple & are entitled to the possession of
to the following described real estate situate in the town of New Lebanon, County of Columbia & state of New York, bounded & described as follows to wit: Beginning in the central line of the track of the Rail Road herein after mentioned at a point in the center by sides of this lot on the division line between the 69th & 70th lands of Moses M. Gilders (which division line bears south 4 degrees East) eighty one feet Easterly from stake number 935 now or lately set in the centre line of the track of the Rail Road now in defendants possession and now or lately known as the Lebanon Springs Rail Road. Thence Easterly along the centre line of the track of said Rail Road 883 feet to the division line between this lot & the lot & land of Gilders & Co. (which division line bears south four degrees East) & thirty three feet Easterly from stake number 931 now or lately set in the centre line of the track of said Rail Road. This lot is & being bounded on the northerly side by a line parallel with & eighty two feet & one half foot from said centre line on the Easterly side by said division line between this lot & said lands of Gilders & Co. On the southerly side by a line parallel with & 63 feet from said division line between this lot & said lands of Moses M. Gilders. Being a portion of premises known as the Pierce or Shaker garden containing one acre & 193 perches of land.
And that the Defendant a corporation duly organized under the laws of the state of Vermont is in possession of the said real estate & has had the possession use & occupation thereof ever since & before the first day of April A. D. 1867 ever since & before the day last aforesaid was unlawfully withheld & unlawfully withheld possession of the same from the plaintiff as such trustees as aforesaid. That such use & occupation are & will be of great value & such unlawful withholding are & will be to the great damage & injury of the plaintiff as such trustees as aforesaid.

Supreme Court.

Plaintiff.

against

Defendant.

FIDAVIT OF SERVICE.

R. E. ANDREWS,

Plaintiff's Attorney.

No. 1

Supreme Court.

Edward Fowler & Company
of the United Society of Friends
Shakers at Mount Lebanon N.Y.
Twenty-first
August.

Bennington & Gildane,
Raid Board. Company
President.

SUMMONS AND COMPLAINT.

(Copy)

B. Andrews
Plff's Attorney.
Baldwin A. T.

The 1st day of August have 20
days further time given
to defendant herein
to confess and answer
H. C. Andrew
Plff's Atty.

and that the defendant
of the same from the plaintiff
in possession of the said real estate and unlawfully withhold possession
as such witness as aforesaid
Wherefore the plaintiff demand that the defendant may be adjudged to surrender the possession of
the said real estate to the plaintiff and to pay to the plaintiff, damages for the unlawful withholding of the
same, to the sum of \$ for the rents & profits & use and occupation thereof
from the first day of April 1869 to the time of the trial of this action
to the sum of five thousand dollars
besides costs and disbursements.

R. S. Andrews
Plaintiff's Attorney.

of the United **County or Columbia** of Edward Fowler & Benjamin Gates trustees
of the United Society of Friends called Shakers at Mount Lebanon N.Y. their
plaintiff in this action, being duly sworn ^{affirms} say that the foregoing complaint is true ^{of his own} knowledge,
except as to the matters which are therein stated on information and belief, and as to those matters he believes
it to be true.

Sworn to before me, this 19 day
of July 1869 }

Hannah C. Ball
Justice of the Peace.

Edward Fowler
Benjamin Gates

(2d)

No. 1.

Supreme Court.

Edward Fowler &
Brayman Gates
as Trustees &c

vs
Brunnstrom & Outland
Oil Road Company

Copy Answer

Copy Proceedings

H. H. McClellan
Def'ts Atty

J. R. E. Andrews Esq.
Plffs Atty

Supreme Court.—County of Columbia

To Bennington & Rutland Rail Road Company

defendant

You are hereby Summoned to answer the complaint of Edward Fowler and Benjamin Gates as Trustees of the United Society of the People called Shakers at Mount Lebanon N.Y. plaintiffs a copy of which is hereto annexed, and to serve a copy of your answer on the subscriber at Hudson, N.Y.

within twenty days after the service of this summons, exclusive of the day of service, and if said defendant fail to answer said complaint as hereby required, the plaintiff will apply to the court for the relief demanded in the complaint.

Dated July 19th 1869

H. E. Andrews
Plaintiff's Attorney.

Supreme Court.—County of Columbia

Edward Fowler and Benjamin Gates as Trustees of the United Society of the People called Shakers at Mount Lebanon N.Y.
plaintiffs
against

Complaint.

Bennington and Rutland Rail Road Company
defendants.

The Complaint of the above named plaintiffs respectfully shows to this court, that they have lawful title as the owners in fee simple, over the Trustees of the United Society of the People called Shakers at Mount Lebanon in the County of Columbia and State of New York where is their Post office and principally place of business of said Trustees and Society, that the said plaintiffs as such being the owners have lawful title to the following described real estate situate in the Town of New Lebanon

in the County of Columbia and State of New York bounded and described as follows to wit: Beginning at a point on the west side of this lot in the center line of the track of the Bennington & Rutland Rail Road running

on the division line between this lot and those of Moses J. Lilden (which division line bears South four degrees East) eight rods East from stake number 926 most or lately set on the centre line of the track of the Rail Road running defendants property now known or lately known as Lebanon Springs Rail Road. Hence Eastward along the centre line of the track of said Rail Road five hundred eighty two feet to the division line between this lot and lands of Lilden &c (which division line bears South four degrees East) and thence three feet past Eastward from stake number nine hundred and thirty one now or lately set in the centre line of the track of said Rail Road. This lot is being bounded on the northward side by a line parallel with eighty two and one half feet from said centre line on the Easterly side by said division line between this lot and lands of said Lilden &c. On the southward side by a line parallel with eighty two feet from said centre line, and on the westerly side by said division line between this lot and lands of Moses J. Lilden being a portion of premises known as the First Shaker Garden containing one acre and one hundred and thirty three perches of land.

3.

4

5

X and we can see it from the sky East
opposite for understanding
~~and~~ ~~and~~ ~~and~~

a Corporation duly organized under the Laws of the State of Vermont -
and that the defendant is in possession of the said real estate and unlawfully withholds possession
lawfully withholding the possession of the same from the plaintiff since & before the first day of April A.D. 1867. This
action is brought by the plaintiff to recover the sum of \$1000.00, and to have and to hold the same and
all such rents as may thereafter come due and to recover all costs and expenses of this action.
Therefore the plaintiff demands that the defendant may be adjudged to surrender the possession of
the said real estate to the plaintiff and to pay to the plaintiff damages for the unlawful withholding of the
same, to the sum of ~~one~~ and ~~for the next~~ ~~year~~ ~~from the first day of April A.D. 1867 to the time of the trial of this~~
~~action at the sum of five hundred dollars~~
besides costs and disbursements.

~~Collier~~ County of Collier Co. Elderer & Fowler and New-
gaming Gallo, Justices of the United Society of the People
~~called~~ of Capers, a Village in Collier Co., Fla.
plaintiff in this action, being duly sworn, say that the foregoing complaint is true to ~~the~~ own knowledge,
except as to the matters which are therein stated on information and belief, and as to those matters they believe
it to be true.

Sworn to before me, this 19th day of

of Lucy

Hampshire Co. Ga. ¹⁸⁶
Justice of the Peace

Edward Fowler
Benjamin Gates

Supreme Court.

Edward Fowles and Benjamin Gates as Trustees of the United Society of the People called Shakers at Mount Lebanon N.Y.
a gest.

Binghamton and Cutland Rail Road Company.

The defendants for answer to the complaint of the plaintiffs say.

1. That they have no knowledge or information sufficient to form a belief that Edward Fowles and Benjamin Gates are the trustees of the United Society of the People called Shakers at Mount Lebanon in the County of Columbia & State of New York where is the Post Office and principal place of business of said Trustees and Society, nor that the plaintiffs as such Trustees as aforesaid have lawful title as the owners in fee simple to & are entitled to the possession of the real estate described in said Complaint or as to either or any part or parts of said allegation above referred to.
- 2nd. And defendants deny that they have unlawfully withheld or unlawfully withheld

possession of said premises from the
plaintiffs as such trustees as aforesaid.

3d And for a further answer defen-

dants say that they are in possession of
land in the Town of New Lebanon in said
County which is bounded and described

as follows viz: Commencing at a point
in the outer line of the Lebanon Springs
Rail Road and in the westerly division
line between the premises known as the

"Pierce" place and the lands of Moses G. Tilden

thence southerly in said westerly division

line to a point distant sixty two feet

therefrom to the Easterly division line between
the said "Pierce" place and the land of the
heirs of Elias Tilden deceased. Thence

southerly in said division line crossing said

outer line of said Rail Road to a point

southerly of said outer line and distant

eighty two and a half feet therefrom at

right angles; thence westerly in a line

parallel to said outer line of said Rail

Road and distant eighty two and a half

feet therefrom to the said division line

between the said "Pierce" place and the

lands of Moses G. Tilden. Then southerly

in said westerly division line to the point
of beginning containing one acre and one

hundred & thirty three rods of land. And
that they hold the possession of said land
described premises as Lessors of the
5. "Lebanon Springs Rail Road Company"
and have so always held them since
their occupation of the same but whether
the said premises are the same in all
respects as alleged in said complaint
they have no knowledge or information
sufficient to form a belief.

6. And defendants further say that the
plaintiffs have no other ownership of or
title to the premises in question than is
herein after set forth, and that defendants
possession is not wrongful. 1st. That on
the 28th day of October 1852 the United
Society of the People called Shakers at
New Lebanon claimed to be the owners
of said premises above described and to
have the legal title thereto. But on that
day by the direction & orders of said People
and Society one Jonathan Wood & Peter H.
Long Members of said Society by a con-
tract in writing of which a copy is hereto
annexed and forms part of this answer
held and agreed to convey said premises
above described to the Lebanon Springs
Rail Road Company on the terms herein

specified and sent the said Lebanon
Springs Rail Road Company in pos-
session thereof as purchaser and in
7. 1853 the said Society or People were
paid upon said contract and received
from the ^{said} Lebanon Springs Rail Road
Company the sum of Four hundred and
fifty dollars and subsequently and be-
fore defendants became the lessees thereof
were paid the whole of the purchase price
of the premises so sold and agreed to
be conveyed by the said contract or
Instrument in writing d. That the
Laid Lebanon Springs Rail Road Com-
pany have as defendants are informed &
believe been in possession of said pre-
mises as owners thereof since said first
payment and have duly performed all
the conditions of said writing on their
part. But the said Society or People
have hitherto refused to convey said
premises to said Lebanon Springs Rail
Road Company although requested so to do.
And as to every other allegation in
said Complaint contained and not here-
inbefore answered the defendant denies
the same

Wherefore the defendants claim a

judgment in their favor & for costs.

H. H. McCollan
Atts. Atty.

City & County of New York Is: Oliver
Charles King Brown says that the
foregoing answer is true to his own
knowledge except as to those matters stated
on information & belief and as to those mat-
ters he believes it to be true, and that he
is the President of the Bennington & Rut-
land Rail Road Company.

Sworn to before me { Oliver Charles
Nov 3d 1869. }

U Welch Notary Public
City & County of New York.

(Copy Agreement.)

In case the Lebanon Springs Rail Road
Company shall locate their Road across
the lands or farms owned by us in the
Town of New Lebanon in the County of
Columbia we agree in consideration of
the benefit to be derived from said
Road and of one dollar to us paid, to
convey to said Company, at any time within
the period allowed by their charter for
the completion of said Road, by a good
and sufficient warranty deed so much
of our lands over which said Road shall
be located or which said Company shall
require for the use of said Rail road
upon said Company paying or tendering
to us \$30. per acre, if a road is
built where it is now staked out, or
if the line should be so changed on the
Shepard lot as to run at the foot
of Radelle Hill and not cut through
the level land, then we will take \$30.
an acre. Also if the line should be
changed on the Peice lot so as to run
within 2 rods of the Peice Woods then we
will take \$30 an acre for our damages.

The said Company to make and

Forever Maintain good and sufficient
Fences on both Sides of said Road.

The said Company agreeing to make
and maintain a good and sufficient
crossing place over said Railroad on
our said Lands and Ditches where nec-
essary, to carry off the Water, so as not
materially to injure our remaining land
in places where we have returned
it to our hands and release this 2d day
of October 1802.

Sealed and Delivered } Jonathan Wood (S.)
In presence of } Peter B. Long (S.)
J. W. Tabcock

(No 2)

Supreme Court

Edward Fowler &
Benjamin Gates
as Trustees

against
Fennington & Portland
Rail Road Company.)

Copy Answer

Copy Proceedings.

H. V. Mc Gillan
Deffs Atty.
J. R. E. Andrews Esq
Deffs Atty.

Supreme Court.—County of Columbia
To *Dunnington & Rutland Rail Road Company* **defendant**
 You are hereby Summoned to answer the complaint of *Edward Fowler & Benjamin Gates as trustees of the United Society of the People called Shakers at Mount Lebanon N.Y.* plaintiff's a copy of which is hereto annexed, and to serve a copy of your answer on the subscriber at *Hudson N.Y.* within twenty days after the service of this summons, exclusive of the day of service, and if said defendant fail to answer said complaint as hereby required, the plaintiff will apply to the court for the relief demanded in the complaint.

Dated

July 19th 1869

P. E. Andrews
 Plaintiff's Attorney.

Vol. I Supreme Court.—County of Columbia

Edward Fowler & Benjamin Gates as trustees of the United Society of the People called Shakers at Mount Lebanon N.Y. Plaintiff
against *Dunnington & Rutland Rail Road Company.* Defendant

Complaint.

The Complaint of the above named plaintiff respectfully shows to this court, that the said ~~to Edward~~ lawful title as the owner in fee simple, Fowler & Benjamin Gates are the trustees of the United Society of the people called Shakers at Mount Lebanon ~~in~~ in the County of Columbia & State of New York where is the Post office & principal place of business of said trustee & society. That the said Plaintiff as such trustee has aforesaid have lawful title to the premises in fee simple to have entitled to the possession of

the following described real estate situate in the town of Lebanon in the County of Columbia & State of New York bounded & described as follows to West.
 Beginning in the centre line of the track of Rail Road herein after mentioned at a point on the westerly side of this lot on the division line between this lot & the lands of Remkeleare Delavan (which line runs south forty three degrees West) 52 feet East of corner stake number 63 now or lately known as Lebanon Springs Rail Road. Thence along the

center line of the track of said road south 60 degrees East 2137 feet, 90 feet past & west of said stake number 63 now or lately set in the center line of said Rail Road to about the center of the Kinderhook Creek to the division line between this

lot & the lands of Hiram Bigler which line runs north nine degrees East. This lot is being bounded on the northerly side by a line parallel with 933 feet from said center line on the easterly side by a line

division line between this lot & said lands of said Hiram Bigler on the southerly side by a line parallel with 933 feet from said center line for the northerly side by said division line between this lot & said lands of said Remkeleare Delavan being a portion of premises known as the Van Denber or Shaker farm containing 5 acres & 34 perches of land.

and that the defendant a corporation duly organized
under the laws of the state of Vermont is in possession
of the said real estate & has had the possession use &
occupation thereof ever since & before the day last
foreward day of April A.D. 1869 ever since & before the day last
aforesaid has unlawfully withheld & unlawfully withholding
possession of the same from the plaintiff & such trustees as
aforesaid. That such use & occupation will be of great
value & such unlawful withholding are & will be to the
great damage & injury of the plaintiff as such trustees
as aforesaid

and that the defendant
of the same from the plaintiff

in possession of the said real estate and unlawfully withheld possession

Wherefore the plaintiff ^{as such trustee} demands that the defendant may be adjudged to surrender the possession of the said real estate to the plaintiff ^{as such trustee as aforesaid} and to pay to the plaintiff damages for the unlawful withholding of the same, to the sum of ~~and for the rents & profits & use & occupation thereof from the~~ first day of April 1869 to the time of the trial of this action to the sum of five hundred dollars
besides costs and disbursements.

R.E. Andrew

Plaintiff's Attorney.

the County of Columbia vs. Edward Fowler & Benjamin Gatz trustees of
the Unitec^c Society of the People called Shakers at Mount Lebanon N.Y. of their
plaintiff in this action, being duly sworn,^{affirmed} says that the foregoing complaint is true ~~of his own~~ knowledge,
except as to the matters which are therein stated on information and belief, and as to those matters he believes
it to be true.

Sworn to before me, this 19 day
of July 1869 }

Edward Fowler
Benjamin Gatz

Hannah C. Bull
Justice of the Peace

Supreme Court.

Edward Fowler & Benjamin Gatz
trustees of the people called
Shakers at Mount Lebanon N.Y.
plaintiff
vs.
Edward Fowler & Benjamin Gatz

MOTIONS AND COMPLAINTS.

Copy

W. D. Lambourne
Plaintiff's Attorney.
Hudson St. N.Y.

Edward Fowler & Benjamin Gatz
trustees of the people called
Shakers at Mount Lebanon N.Y.
plaintiff
vs.
the complaint

W.C. Chisholm
Attala County

Supreme Court

Edward Fowler & Benjamin Gates as Trustees of the United Society of the People called Shakers at Mount Lebanon N.Y.
against
Pennington & Gilliland
Bank Note Company.

The Defendant for answer to the complaint of the Plaintiff says,

1. That they have no knowledge or information sufficient to form a belief that Edward Fowler & Benjamin Gates are the Trustees of the United Society of the People called Shakers at Mount Lebanon in the County of Columbia & State of New York, where is the Post-office & principal place of business of said Trustees and Society, nor that the Plaintiffs as such Trustees as aforesaid have lawful title as the owners in fee simple to & are entitled to the possession of the real estate described in said complaint or as to either or any part or parts of said allegation above referred to.

2nd And Defendants deny that they have unlawfully withheld or unlawfully withheld possession of said premises from the

and that they Defendant a corporation duly organized

Plaintiffs as such Insists as aforesaid.
3rd And for a further answer, defendants
say that they are in possession of land in
the Town of New Lebanon in said County
of about the quantity and description of
that alleged in the complaint, but whether
the precise Price and quantity of land
is as described in said complaint, Defen-
dant has no information or knowledge
sufficient to form a belief, and that
said land is in their possession is so
held as lessees of the Lebanon Springs
Rail Road company and as such have
always held it since their occupation of
the same.

4th And Defendants further answering
say that the Plaintiffs have no other owner-
ship of or title to the Premises as in defend-
ants possession, than is hereinafter set
forth and that defendants possession
thereof is not wrongful.

1. That on the 5th day of September 1853
The United Society of the People called
Shakers at New Lebanon claimed to be
the owners of land Premises now in posse-
ssion of defendant and to have the legal
title thereto: but on that day by the directions

In orders of said People and Society one
Daniel C. Hawkins a member of said
Society by a contract in writing of which
a copy is hereto annexed & forms part
of this answer, sold, and agreed to convey
said premises to the defendants Roseau in
the Lebanon aforesaid to the Lebanon
Springs Rail Road Company on the terms
therin specified and put the said Lebanon
Springs Rail Road company in possession
thereof as purchaser in 1853, and the said
Society or People were offered to be paid
the whole consideration for the said premises
mentioned in said contract or agreement
in writing.

2d. That the said Lebanon Springs Rail
Road Company have as defendants are
informed & believe been in possession of
said premises as owners thereof since the
year 1853, and have duly performed
or are ready & have offered to do and per-
form all the conditions of said writing
on its part: but the said Society or People
have hitherto refused to convey said premises
to said Lebanon Springs Rail Road
Company, although requested so to do.
3d. And as to every other allegation
in said complaint contained and not

and that the Defendant a corporation duly organized

herin before answered the Defendant denies
the same -

Wherefore the claim judgment in their
favor and for costs.

G. W. Mc Cullan
Depts Atty.

City & County of New York St:

Oliver Charlick being sworn
says that he is the President of the Benning-
ton & Rutland Rail Road Company.

That the foregoing answer is true to his
own knowledge except as to the matters
stated on information & belief, and as
to those matters he believes it to be true
Sworn to before me Oliver Charlick

Sr^r 5th, 1869.

J. Welch Notary Public
City & County of New York.

Copy
Agreement

In case the Lebanon Springs Rail Road Company shall locate their road across the land or farm owned by me in the Town of New Lebanon in the County of Columbia I agree in consideration of the benefit to be derived from said road and of one dollar to me paid to come to said Company at any time within the period allowed by their charter for the completion of said road by a good and sufficient warrantee Deed so much of any land over which said road shall be located or which the chief engineer of said Company shall require for the uses and purposes of said Rail Road upon said Company paying or tendering to me nine hundred dollars, and the said Company may at any time enter upon and occupy said land for the purpose of constructing said Rail Road.

The said Company to make and forever maintain good and sufficient fences on both sides of said Road, and to construct the road as now located, and it being agreed that the money for said lands shall be paid and the deed given on or before the first day of December next.

and that the Defendant a corporation duly organized

7652'01

The said Company agreeing to make
and maintain Two (2) good and
sufficient crossing places over said
Rail Road on my said land and
ditches where necessary to carry off the
water, so as not materially to injure
my remaining land.

In witness whereof I have hereunto
set my hand and seal this Fifth day of
September 1853.

D. L. Hawkins /L.S/

Sealed and Delivered }
in Presence of }
Silvanus Carpenter

Supreme Court
Edward Fowler &
Benjamin Gates
as Trustees

agst
Bennington & Rutland
Rail Road Company
Copy Answer

H. W. M. Collier
Defts atty

To
R. E. Andrews Esq
Plffs atty

Served
Mar 15/69

Vol 1

Supreme Court

Edward Fowler & Benjamin
Gates as Trustees of the United
Society of the People called
Shakers at Mount Lebanon N.Y.

agst

Bennington & Rutland
Rail Road Company)

The defendant for answer to the
complaint of the plaintiffs says.
1. That they have no knowledge or
information sufficient to form a
belief that Edward Fowler & Benjamin
Gates are the Trustees of the United Society
of the People called Shakers at Mount
Lebanon in the County of Columbia
& State of New York, where is the post-
office & principal place of business of

2. said Trustees and society, nor that the
plaintiffs as such Trustees as aforesaid
have lawful title as the owners in fee
simple to & are entitled to the possession
of the real estate described in said
complaint or as to either or any part
or parts of said allegation above referred
to,

3rd And defendants deny that they
have unlawfully withheld or unlaw-
fully withhold possession of said premises

from the plaintiffs as such trustees as aforesaid,

3rd. And for a further answer defendants say that they are in possession of land in the Town of New Lebanon in said County of about the quantity and description of that alleged in the complaint but whether the precise piece and quantity of land is as described in said Complaint defendant has no information or knowledge sufficient to form a belief, and that said land so in their possession is so held as lessees of the Lebanon Springs Rail Road company, and as such have always held it since their occupation of the same.

4th And defendants further answering says that the plaintiffs have no other ownership of or title to the premises so in defendants possession than is hereinafter set forth, and that defendants possession thereof is not wrongful.

1. That on the 5th day of September 1853 the United Society of the People called Shakers at New Lebanon claimed to be the owners of said premises now in the possession of defendant and to have the legal title thereto; but on that

of said premises now in
the possession of defendant and to
have the legal title thereto; but on that

day by the directions & orders of said
People and Society on Daniel J.
Hawkins a member of said society,
by a contract in writing of which a
copy is hereto annexed & forms part of
this answer, sold and agreed to convey
5 said premises so in defendants possession
in New Lebanon aforesaid to the Lebanon
Springs Rail Road Company on the terms
therein specified, and put the said Lebanon
Springs Rail Road Company in possession
thereof as purchaser in 1853, and the
said Society or People were offered to
be paid the whole consideration for
the said premises mentioned in said
contract or
agreement in writing.

2. That the said Lebanon Springs Rail
Road company have as defendants are
informed & believe been in possession
of said premises as owners thereof since
the year 1853, and have duly performed
6 or are ready & have offered to do and
perform all the conditions of said
writing on its part, but the said Society
or People have hitherto refused to convey
said premises to said Lebanon Springs
Rail Road company, although requested
so to do.

5th And as to every other allegation

town, the plaintiff's as well to state as
in said complaint contained and not
having before answered the defendant
denies the same.

Wherefore they claim judgment in
their favor and for costs.

H. W. McClellan

Deft atty

City & County of New York, P. Oliver
Charlick being sworn says that
he is the President of the Bennington
& Rutland Rail Road Company,
that the foregoing answer is true
to his own knowledge except as to
the matters stated on information
& belief and as to those matters
he believes it to be true.

Swear to before me

Oliver Charlick

Nov. 5th 1869.

H. Welch Notary Public
City & County of New York.

Copy
agreement

In case the Lebanon Springs Rail Road Company shall locate their road across the land or farm owned by me in the Town of New Lebanon in the County of Columbia, I agree in consideration of the benefit to be derived from said road and of one dollar to me paid to convey to said company at any time within the period allowed by this charter for the completion of said road by a good and sufficient warrantee said so much of my land over which said Road shall be located, or which the Chief Engineer of said Company shall require for the uses and purposes of said Rail Road upon said Company paying or tendering to me Nine Hundred Dollars and the said Company may at any time enter upon and occupy said land for the purpose of constructing said Rail Road.

The said Company to make and forever maintain good and sufficient fences on both sides of said Road, and to construct the Road as now located, and it being agreed that the money for said lands shall be paid and the due given on or before the first day of December next.

The said Company agreeing to make and maintain two (2) good and sufficient crossing places over said Rail Roads on my said land and ditches where necessary to carry off the

water, so as not materially to injure my
remaining land.

" In witness whereof I have hereunto set my
hand and seal this Fifth day of September
1853.

G J Hawkins, [L.S.]

Sealed and delivered {
in presence of - 3
Silvans Carpenter.

Copy
Agreement

In case the Lebanon Springs Rail Road Company shall locate their road across the land or farm owned by me in the Town of New Lebanon in the County of Columbia, I agree in consideration of the benefit to be derived from said road and of one dollar to me paid to convey to said company at any time within the period allowed by this charter for the completion of said road by a good and sufficient warrantee and so much of my land over which said Road shall be located, or which the Chief Engineer of said company shall require for the uses and purposes of said Rail Road upon said company paying or tendering to me Nine Hundred Dollars and the said company may at any time enter upon and occupy said land for the purpose of constructing said Rail Road.

The said Company to make and forever maintain good and sufficient fences on both sides of said Road, and to construct the Road as now located, and it being agreed that the money for said lands shall be paid and the due given on or before the first day of December next.

The said Company agreeing to make and maintain two (2) good and sufficient crossing places over said Rail Roads on my said land and ditches where necessary to carry off the

water, so as not materially to injure my
remaining land.

In witness whereof I have hereunto set my
hand and seal this Fifth day of September
1853.

G J Hawkins [L.S.]

Sealed and delivered {
in presence of - }
Silvanus Carpenter.

No. 1

Supreme Court

Edward Fowler &
Benjamin Gates
as Trustees to

agst
Bennington & Rutland
Railroad Company
Copy Answer

H. M. McClellan
Defts atty

To
R. E. Andrews Esq
Plffs atty

Served 15th Nov. 1869

Vol 1

Supreme Court

Edward Fowler and Benjamin Gates as Trustees of the United Society of the People called Shakers at Mount Lebanon N.Y.

agst

Bennington and Rutland Rail Road Company

The defendants for answer to the complaint of the plaintiffs say.

- 1st That they have no knowledge or information sufficient to form a belief that Edward Fowler and Benjamin Gates are the trustees of the United Society of the People called Shakers at Mount Lebanon in the County of Columbia & State of New York where the Post office and principal place of business of said Trustees and society nor that the plaintiffs as such Trustees as aforesaid have lawful title as the owners in fee simple to & are entitled to the possession of the real estate described in said complaint or as to either or any part or parts of said allegation above referred to.
- 2nd And defendants deny that they have unlawfully withheld or unlawfully withhold possession of said premises from the plaintiffs as such Trustees as aforesaid.
- 3rd And for a further answer defendants say

3 that they are in possession of land in the
Town of New Lebanon in said County which
is bounded and described as follows. viz:
Commencing at a point in the center line of
the Lebanon Springs Rail Road and in the westerly
division line between the premises known as
the "Pine" place and the lands of Moses G. Tilden
thence southerly in said westerly division line
to a point distant sixty two feet therefrom to
the Easterly division line between the said
"Pine" place and the land of the heirs of
Elam Tilden deceased. Thence northerly in
said division line crossing said center line
4 of said Rail Road to a point northerly of said
center line and distant eighty two and a half
feet therefrom at right angles thence westerly
in a line parallel to said center line of said
Rail Road and distant eighty two and a half
feet therefrom to the said division line between
the said "Pine" place and the lands of Moses
G. Tilden. Thence southerly in said westerly
division line to the point of beginning con-
taining one acre and one hundred & thirty
three rods of land. And that they hold
the possession of said last described premises as
Lessees of the "Lebanon Springs Rail Road
Company" and have ~~do~~ always held
them since their occupation of the same
but whether the said premises are the same

in all respects as alleged in said complaint
they have no knowledge or information
sufficient to form a belief.

4th And defendants further say that the
plaintiffs have no other ownership of or
title to the premises in question than
is hereinafter set forth, and that defendants
possession is not wrongful. 1st That on
the 28th day of October 1852 the United
Society of the People called Shakers at New
Lebanon claimed to be the owners of said
premises above described and to have
the legal title thereto, but on that day
by the direction & order of said People
and Society one Jonathan Wood & Peter H.
Long members of said Society by a contract
in writing of which a copy is hereto annexed
and forms part of this answer, sold and
agreed to convey said premises above described
to the Lebanon Springs Rail Road Company
on the terms therein specified and put the
said Lebanon Springs Rail Road Company
in possession thereof as purchaser
and in 1853 the said Society or People
were paid upon said contract and received
from the said Lebanon Springs Rail Road
Company the sum of Four hundred and
Fifty dollars and subsequently and before
defendants became the lessees thereof were

paid the whole of the purchase price of
the premises so sold and agreed to be
conveyed by the said contract or instrument
in writing. 2d. That the said Lebanon
Springs Rail Road Company have as
defendants are informed and believe
been in possession of said premises as
owners thereof since said first payment
and have duly performed all the
conditions of said writing on their
part, but the said Society or People
have hitherto refused to convey said
premises to said Lebanon Springs Rail
Road Company although requested
so to do.

3rd. And as to every other allegation in
said complaint contained and not
herinbefore answered the defendant
answers the same.

Wherefore defendants claim a judgment
in their favor & for costs.

(H. W. McClellan
Deft's Atty)

City & County of New York: Oliver
Charlick being sworn says that the
foregoing answer is true to his own
knowledge except as to those matters
stated on information & belief and

as to those matters he believes it to be
true, and that he is the President
of the Bennington & Rutland Rail
Road Company.

Swear to before me } Oliver Charlick
Novt 5th 1869 }

H Welch Notary Public
City & County of New York

(Copy Agreement)

In case the Lebanon Springs Rail Road
Company shall locate their Road across
the lands or farms owned by us in the
Town of New Lebanon in the County of
Columbia, we agree in consideration
19 of the benefit to be derived from said
Road and of one dollar to us paid, to
convey to said Company, at any time
within the period allowed by their charter
for the completion of said Road, by a good
and sufficient warranty deed, so much
of our Lands over which said road shall
be located or which said Company shall
require for the use of said Railroad upon
said Company paying or tendering to
us \$300. per acre, if a road is built where
11 it is now staked out, or if the line should
be so changed on the Shepard lot as to

run at the foot of Saddle Hill and not
cut through the level land, then we will
take \$50 an acre. Also if the line should be
changed on the Pines lot so as to run within
2 rods of the Pine Woods then we will take
\$50 an acre for our damages. The said Company
to make and forever maintain good and
sufficient fences on both sides of
said Road. The said Company agreeing
to make and maintain a good and
sufficient crossing place over said
12 Railroad on our said land and ditches
where necessary to carry off the water,
so as not materially to injure our
remaining land.

In witness whereof we have hereunto
set our hands and seals this 28th day
of October 1853.

Signed and delivered { Jonathan Wood 1587
In presence of S. Peter H. Long 1587
J. W. Babcock

Duplicate
Copy

In case the Lebanon Springs Rail-Road Company shall locate their Road across the farm or land owned by me, in the town of New Lebanon in the County of ~~Columbia~~, I agree, in consideration of the benefit to be derived from said Road, and of one dollar to me paid, to convey to said Company, at any time within the period allowed by their charter for the completion of said Road, by a good and sufficient warranty deed, so much of my land over which said Road shall be located, or which the Chief Engineer of said Company shall require for the uses and purposes of said Railroad, upon said Company paying or tendering to me ~~Nine Hundred Dollars per acre~~, and the said Company may at any time, enter upon and occupy said land for the purpose of constructing said Rail-road. The said Company to make and forever maintain good and sufficient fences on both sides of said Road. And to construct the road as now located, and it being agreed that the money for said land shall be paid, & the deed given on or before the first of Dec next.

In witness whereof, I have hereunto set my hand and seal, this Fifth day of September 1853.

D. J. Hawkins Jr.

Sealed and Delivered
in presence of

Sylvester Carpenter

The said company agreeing to make and maintain two good & sufficient crossing places over said Rail Road on my said land, and ditches when necessary to carry off the water, so as not materially to injure my remaining lands,

A. & R

The Lot which the R R map says 5 - 19
our map — " - 5 - 34
is described as follows

Beginning on the Westerly side of
the lot, on the division line with Rumselair
Delaware (which line runs South $43^{\circ} W.$) and
53 feet Easterly from Stake set off No 630.
Hence along the Centre line of Rail Road
track $S 10^{\circ} E$ 2737 feet: go feet past
Stake set No 654, and to about the centre
of the Kinderhook Creek, and to the divi-
sion line with Hiram Bigelow which runs
 $N 9^{\circ} E$. Said lot is bounded on the Northwesterly
side by a line parallel to and 33 feet from
said Centre line. On the Southwesterly side by
a line parallel to and 53 feet from said
Centre line. Containing 5 acres + 34 perches

The Lot which contains 1 Acre $36\frac{3}{4}$ perches,
is bounded and described as follows.

Beginning on the Westerly side of the lot
on the division line with Hiram Bigelow. (said
division line runs $S 10\frac{1}{2}^{\circ} E$): and on the centre
of the rail road track 47 feet easterly from
stake set & No 675. Hence ^{Easterly} along the Centre
line of the rail road track 58 feet past
stake No 683 - 811 feet to the division line
with Marvin Sackett which line runs $S 11^{\circ} E$
Said lot is bounded Northerly by a line
parallel to and 33 feet from said centre

line. On the Southwesterly side by a line parallel to and 33 feet from said centre line and Containing Acre 36 $\frac{3}{4}$ Perches

The Lot known as the Garden lot situated in the Village of New Lebanon in Rondout and described as follows

Beginning at a point on the Westerly side of the lot, 81 feet Easterly from Stake ~~stake~~ Set No. 925. And on the division line with M Y Tilden which bears S 4° E. Thence Easterly along the centre line of Rail Road track 552 feet to the division line with Tilden & Co (said division line bears S 4° E) And 33 feet past Stake Set & No. 931. Said lot is Rondout ~~Waddington~~ Northwesterly side by a line parallel to and 82 $\frac{1}{2}$ feet from said centre line. On the Southwesterly side by a line parallel to and 62 feet from said centre line.

Containing 1 Acre 133 Perches

Survey.

10, 259.8

In case the Lebanon Springs Rail Road Company shall locate their road across my farm or land owned by me, in the town of New Lebanon in the County of Columbia I agree in consideration of the benefit to be derived from said road, and of one dollar to me paid, to convey to said company at any time within the period allowed by their charter for the completion of said road, by a good & sufficient warrantee deed so much of my land over which said road shall be located or which the Chief Engineer of said company shall require for the uses & purposes of said rail road upon said company paying or tendering to me the sum of Fifty Dollars per acre for the same more or less, also the right or privilege of using what water they may want for the use of depot engines &c - from a certain spring lying on the side of hill east of my home in wood lot in case such spring shall be by the Co council reserved for the above purpose.

The said company to make & forever maintain good & sufficient fences on both sides of said road.

The said company agreeing to make & maintain a good & sufficient crossing place over said Rail Road on my said land & ditches, where

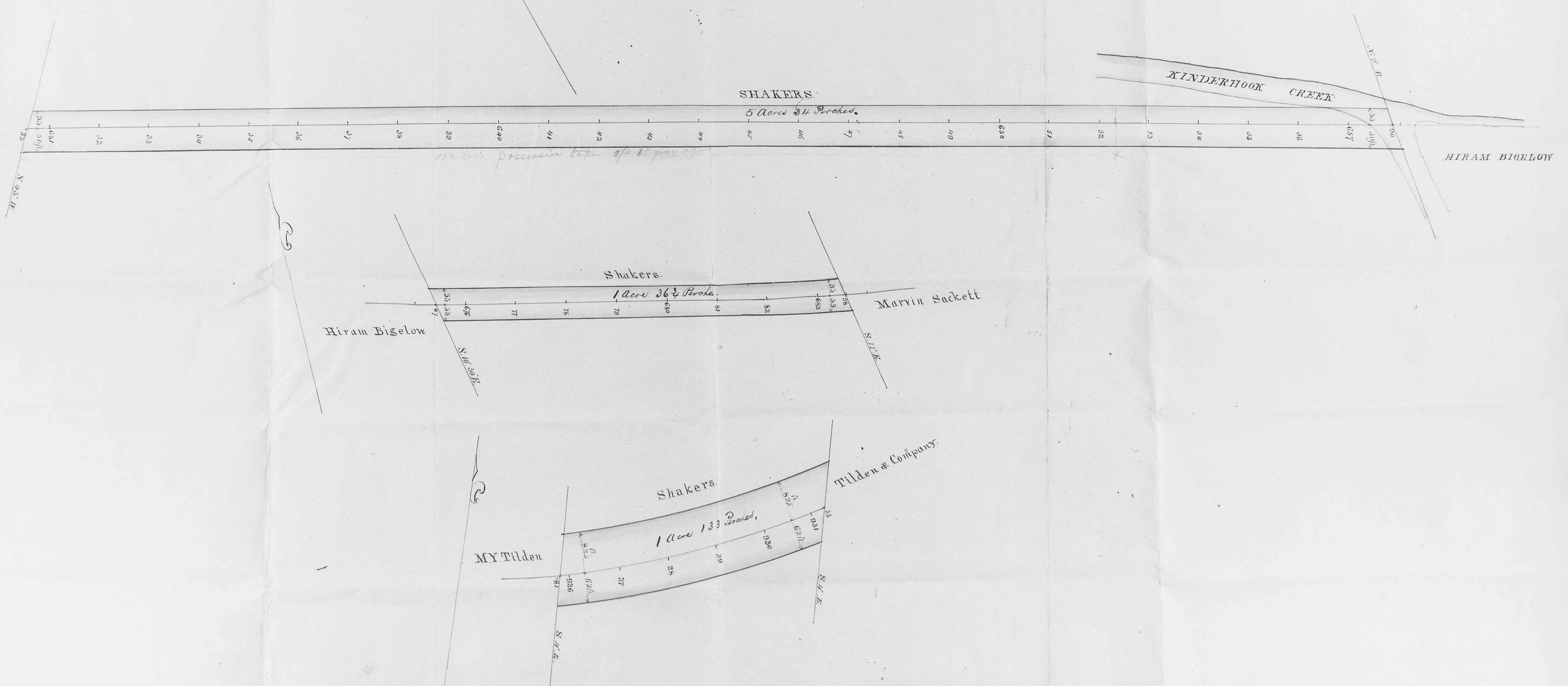
necessary to carry off the water,
so as not materially to injure
my remaining land. In witness
whereof I have hereunto set my
hand and seal this eighth day
of May 1852.

Edw. Thompson S. S.

Sealed and
Delivered in
presence of
P. Wilbur

Copy of paper
New Orleans
Post road
cc

R. DELEMAN.



R. DELEVAN.



SHAKERS

5 Acres 34 Perches.

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KINDERHOOK CREEK

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N. 9° E.

S. 35° W.

HIRAM BIGELOW

Shakers

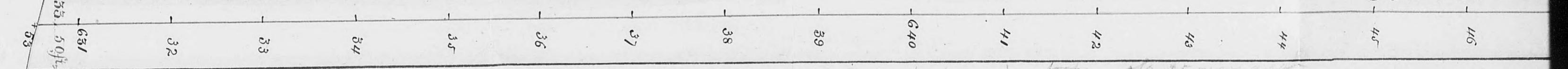
1 Acre 36 1/4 Perches.

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SHAKERS

5 Acres 34 Perches

R. DELEVAN.



Hiram Bigelow

Shakers.

1 Acre 36 1/4 Perches.

S. 10° 30' E.

M.Y. Tilden

Shakers.

1 Acre 133 Perches.

S. 44° E.

T

SHAKERS.

5 Acres 34 Perches.

42

43

44

45

46

47

48

49

-650

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72

KINDERHOOK

CREEK

N. E.

HIRAM BINGLOW

Shakers.

1 Acre 36 1/4 Perches.

-680

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81

82

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Marvin Sackett

S. 11° E.

Shakers.

1 Acre 133 Perches.

-930

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S. 4° E.

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