

Supreme Court.

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

against

Bennington & Rutland 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 Hunters

Point in the County of Kings, in said county, he served the annexed Summons, in the action of which he annexed
 is a copy and annexed thereto a copy of the complaint and verification
 thereof of which these annexed on to the annexed copy summons are copies on
 the above named defendant by delivering to, and leaving with said defendant of a copy of said Sum-
 mons & annexed thereto a copy of said complaint & verification of said corporation
 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 2^d day of August 1869 before me

day of August 1869 before me

James M. Pearson
 Notary Public
 Cortland Co. N.Y.

Copy Complaint of the above named plaintiff's respectfully show to this court, that the said Edward

lawful title as the owner in fee simple, of the land on which the said Shakers at Mount Lebanon, in the County of Columbia
 State of New York, is now, as the principal place of business of said
 2) Trustees & society, that the said plaintiff's as such trustees as aforesaid have lawful
 title as the owners in fee simple to & are entitled to the possession of

to the following described real estate situate in the town of Mount Lebanon County of Columbia State of
 New York, bounded & described as follows to wit, Beginning in the center line of the
 track of the Rail Road hereinafter mentioned at a point on the westerly side of said lot
 3) on the division line between the lot & square of Moses W. Fisher (which division line bears
 south 4 degrees East) eighty one feet Eastward from stake number 985 now or lately set
 in the center 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 center line of the track of said Rail Road 882 feet to the division line between
 this lot & lot of John C. (which division line bears south four degrees East)
 & thirty three feet Easterly from stake number 981 now or lately set in
 the center line of the track of said Rail Road. This lot is being bounded on the
 4) northern side by a line parallel with & eighty two feet & one half feet from said
 center line on the Easterly side by said division line between this lot &
 said lands of Fisher & Co. On the southerly side by a line parallel
 with & 8 feet from said division line between this lot & said lands
 of Moses W. Fisher. Being a portion of premises known as the Pierce
 5) and that the Defendant 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 has unlawfully withheld & unlawfully withheld
 possession of the same from the plaintiffs as such trustees as
 6) aforesaid. That such use & occupation are & will be of great value &
 such unlawful withholding are & will be to the great damage &
 injury of the plaintiffs as such trustees as aforesaid

Supreme Court. — County of Columbia

To *Senningston and Putnam Rail Road Company* defendant

You are hereby Summoned to answer the complaint of *Edward Gruber & 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* 186*9*

R. E. Sanderson
Plaintiff's Attorney.

Vol 1 Supreme Court. — County of Columbia

Edward Gruber & Benjamin Gates as trustees of the United Society of the People called Shakers at Mount Lebanon, N.Y. Plaintiffs

against

Complaint.

Senningston and Putnam Rail Road Company. Defendant.

The Complaint of the above named plaintiffs respectfully shows to this court, that the said *Edward Gruber & 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 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 center line of the track of the Rail Road hereinafter mentioned at a point on the westerly side of said center line between the lot & lands of Moses W. Childen (which division line bears south 4 degrees East) eighty one feet Eastward from stake number 905 now or lately set in the center 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 center line of the track of said Rail Road 883 feet to the division line between the lot & lands of Childen & Co (which division line bears south four degrees East) & thirty three feet Easterly from stake number 981 now or lately set in the center line of the track of said Rail Road. This lot & being bounded on the

4 Northernly side by a line parallel with & eighty two feet one half feet from said center line on the Easterly side by said division line between this lot & said lands of Childen & Co. On the southerly side by a line parallel with & 62 feet from said division line between this lot & said lands of Moses W. Childen. Being a portion of premises known as the Pierce or Shaper garden containing one acre & 123 perches of land.

5 And that the Defendant 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. 1857 ever since & before the day last aforesaid was unlawfully withheld & unlawfully withheld possession of the same from the plaintiffs 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 plaintiffs as such trustees as aforesaid

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Supreme Court.

Plaintiff.

against

Defendant.

FIDAVIT OF SERVICE.

R. E. ANDREWS,

Plaintiff's Attorney.

and that the defendant in possession of the said real estate and unlawfully withhold possession of the same from the plaintiff

Wherefore the plaintiff ^{as such trustee as aforesaid} demand that the defendant ^{as such trustee as aforesaid} 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 hundred dollars besides costs and disbursements.

W. C. Andrews
Plaintiff's Attorney.

County of Columbia of the United States of the people called Edward Fowler & Benjamin Gates trustees plaintiff in this action, being duly sworn ^{affirmed} 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

Edward Fowler
Benjamin Gates

Hampton C. Cull
Justice of the Peace.

Supreme Court.

Edward Fowler & Benjamin Gates trustees of the United Society of the People called Shakers at Mount Lebanon, N.Y.
vs.
Benjamin Gates & Edward Fowler
Rail Road Company
Defendants.

SUMMONS AND COMPLAINT.

(Copy)

W. C. Andrews
Pliff's Attorney.
Madison N.Y.

The defendant have 20 days further time to answer the complaint herein.
W. C. Andrews
Pliff's Atty.

87
No. 1

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22d

No 1.

Supreme Court.

Edward Fowler &
 Benjamin Gates
 as Trustees &c
 agt
 Birmingham & Outland
 Rail Road Company

Copy Answers

Copy Pleadings

H. W. McCallaw
 Defts Atty
 L. R. E. Andrews Esq
 Plffs Atty

22d

22d

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 plaintiffs will apply to the court for the relief demanded in the complaint.

Dated July 19th 1869

A. 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 the said 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 and State of New York where is their Post office and principal place of business of said Trustees and Society that the said plaintiffs as such Trustees and Society have and lawfully claim 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 westerly side of this lot in the center line of the track of the Bennington and Rutland Rail Road

on the division line between this lot of lands of Moses J. Hilder (which division line bears South four degrees East) eighty one feet easterly from stake number 9th now or lately set on the center line of the track of the Rail Road now in defendant's possession now or lately known as Lebanon Springs Rail Road thence easterly along the center line of the track of said Rail Road five hundred and fifty two feet to the division line between this lot and lands of Hilder & Co (which division line bears South four degrees East) and thence three feet east easterly from stake number nine hundred & thirty one now or lately set in the center line of the track of said Rail Road. This lot is being bounded on the northerly side by a line parallel with & eighty two and one half feet from said center line on the easterly side by said division line between this lot & said lands of said Hilder & Co. On the southerly side by a line parallel with & sixty two feet from said center line and on the westerly side by said division line between this lot & said lands of Moses J. Hilder being a portion of premises known as the Pierce or Shaker garden containing one acre and one hundred and thirty three perches of land

Hand over same to defendant by call
of plaintiff has in same fully
withheld same as well

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
of the same from the plaintiff's ^{as such trustee as above said} ^{as such trustee as above said}
Therefore the plaintiff's demand that the defendant may be adjudged to surrender the possession of
the said real estate to the plaintiff's and to pay to the plaintiff's damages for the unlawful withholding of the
same, to the sum of ^{and for the rents and profits thereon} ^{from the first day of June 1869 to the time of the trial of this}
the sum of Five hundred dollars of the legal value of the

besides costs and disbursements.

R. E. Andrew
Plaintiff's Attorney.

County of Columbia vs. Edward Fowler and Benjamin Gates
Justices of the United Society of the People
plaintiff's in this action, being duly sworn, say that the foregoing complaint is true of their 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 July 1869 }
Hampton C. Bull,
Justice of the Peace

Edward Fowler
Benjamin Gates

Handwritten scribbles and marks at the bottom of the page.

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Set 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.

1. 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 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 un-
lawfully with-held or unlawfully with-held

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

3rd 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 P. 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 P. 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 last 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 25th 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 Hood & 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

7. 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 said 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 & that the said Lebanon Springs Rail Road Company have as defendants are informed & 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. ^{It} And as to every other allegation in said Complaint contained and not hereinbefore answered the defendant denies the same

Wherefore the defendants claim a

judgment in their favor & for costs.

H. H. McCallan
Deft. Atty.

9 City & County of New York Es: Oliver
Charles 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 mat-
ters he believes it to be true, and that he
is the President of the Bennington & Put-
land Rail Road Company.

Sworn to before me } Oliver Charles
Nov 5th 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 do 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 \$300. 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 Cadillac Hill and not cut through the level land, then we will take \$300. 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 \$300 an acre for our damages.

The said Company to make and

Forever Maintain good and Sufficient
Fences on Both Sides of said Road.

12 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 witness whereof we have hereunto
set our hands and seals this 28th day
of October 1802.

Sealed and Delivered } Jonathan Wood (Co.)
In presence of } Peter K. Long (Co.)
J. W. Zabrack

(No 2)
Supreme Court

Edward Fowler &
Benjamin Gates
as Trustees
agent

Jennings & Putland
Rail Road Company

Copy Answer

Copy Pleadings.

H. W. McCallan
Def's Atty.
J. B. E. Andrews Esq
Plff's Atty.

Supreme Court.—County of Columbia
To *Birmingham & 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; 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* 186*9*

R. E. Andrews
Plaintiff's Attorney.

Vol 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.

against

Plaintiffs

Complaint.

Birmingham & Rutland Rail Road Company.
Defendant.

The Complaint of the above named plaintiff respectfully shows to this court, that the said ~~the~~ *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 Society. That the said plaintiffs as such trustees as aforesaid have lawful title as the owner in fee simple to and are entitled to the possession of

to the following described real estate situate in *the town of Mount Lebanon in the County of Columbia & State of New York* bounded as follows to wit:

Beginning in the centre line of the track of Rail Road hereinafter mentioned at a point on the westerly side of this lot on the division line between this lot & the lands of Remondere Delevan (which line runs south forty three degrees West) 23 feet Easterly from stake number 35 now or lately set in the centre line of the track of the Rail Road now in Defendant's possession. I now or lately know as Lebanon Springs Rail Road. Thence along the centre line of the track of said rail road south 60 degrees East 2737 feet, 90 feet East & westerly from stake number 37 now or lately set in the centre line of said Rail Road to about the centre of the Kinderhook Creek & to the division line between this lot & the lands of Hiram Biglow which line runs north nine degrees East. This lot is & being bounded on the northerly side by a line parallel with & 33 feet from said centre line on the easterly side by said division line between this lot & said lands of said Hiram Biglow. On the southerly side by a line parallel with & 34 feet from said centre line on the westerly side by said division line between this lot & said lands of said Remondere Delevan being a portion of premises known as the Van Deman 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 and has had the possession use & occupation thereof ever since & before the day last first aforesaid day of April A.D. 1869 & ever since & before the day last aforesaid has unlawfully withheld & unlawfully withholds possession of the same from the plaintiffs as such trustees as aforesaid. That such use & occupation use & will be of great value & such unlawful withholding use & will be to the great damage & injury of the plaintiffs as such trustees as aforesaid.

and that the defendant in possession of the said real estate and unlawfully withhold possession of the same from the plaintiff

Wherefore the plaintiff ^{as such trustees} demand that the defendant may be adjudged to surrender the possession of the said real estate to the plaintiffs and to pay to the plaintiffs ^{as such trustees as aforesaid} damages for the unlawful withholding of the same to the sum of ^{as such trustees as aforesaid} 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. Andrews
Plaintiff's Attorney.

County of Columbia ss: Edward Fowler & Benjamin Gates trustees of the United Society of the People called Shakers at Mount Lebanon N.Y. of their plaintiff in this action, being duly sworn ^{affirming} 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

Edward Fowler
Benjamin Gates

Hampton B. Bull
Justice of the Peace.

Supreme Court.

Edward Benjamin Gates as trustee
of the Society of the People called
at Mount Lebanon N.Y.
Plaintiffs
vs
Edward Fowler & Benjamin Gates
Def.

MONS AND COMPLAINT.

Copy

R.E. Andrews
Plaintiff's Attorney.
Hudson N.Y.

I do hereby have 20
further copies to
the same

R.E. Andrews
Plaintiff's Attorney

Mr 2

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

vs.
Pennington & Pittland
Rail Road Company.

The Defendant in 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 Said Defendants deny that they have
unlawfully withheld or unlawfully with-
hold possession of said premises from the

And that the Defendant a corporation duly organized
under the laws of the State of New York.

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 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 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
say that the Plaintiffs have no other owner-
ship of or title to the premises so 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 said premises now in posses-
sion of defendant and to have the legal
title thereto: but on that day by the directions

& orders of said People and Society one Daniel B. Hankins 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 in Defendants Possession in Am Lebanon a foreward 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 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.

3rd 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 -

Therefore this claim judgment in their
favor and for costs.

H. W. Mc Cullan
Distt Atty.

City & County of New York It is:

Olivier Charlick being sworn
says that he is the President of the Benning-
ton & Putland 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 Olivier Charlick

Nov 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 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 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

10'259'01

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 when 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 1833.

D. J. Hawkins / L.S.

Sealed and Delivered }
in presence of }
Silvanus Carpenter

^{Nov}
Supreme Court

Edward Fowler &
Benjamin Yates
as Trustees

agst
Bennington Rutland
Rail Road Company

Copy Answer

A. M. M. Lellan
Defts atty

To
R. E. Andrews Esq
Plffs atty

Served

Nov 19/69

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
said Trustees and society, nor that the
2. 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 withheld possession of said premises

from the plaintiffs as such trustees as
aforesaid,

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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 defen-
dant 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,

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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 defendant's 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
4 or are ready & have offered to do and
performed 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

from the plaintiffs as such testimony as
in said complaint contained and not
heretofore answered the defendant
denies the same.

Wherefore they claim judgment in
their favor and for costs.

M. W. McEllan
Defts atty

7 City & County of New York; Oliver
Charles being sworn says that
he is the President of the Remington
& 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 Charles
Nov 5th 1869.

M Welch Notary Public
City & County of New York.

Copy
Agreement }

8 In case the Lebanon Springs Rail Road Company shall locate this 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 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 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.

9 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.

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 when necessary to carry off the

10,259,5

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

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

J. Hawkins [LS]

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

Copy
Agreement }

8 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 their charter for the completion of said road by a good and sufficient warrant 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 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.

9 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.

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 when necessary to carry off the

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

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

J. Hawkins [LS]

Sealed and delivered in presence of - Silvanus Carpenter.

74

No 1

Supreme Court
 Edward Fowler &
 Benjamin Gates
 as Trustees &c
 agst
 Bennington & Rutland
 Railroad Company
Copy Answer

H. M. W. Cullum
 Defts atty

To
 R. E. Andrews Esq
 Plffs atty

Sumner
 Nov. 15 1869

10,259.4

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:

1. 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^{is} the
Post office and principal place of
2. 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

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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
Eliam Tilden deceased. Thence northerly in
said division line crossing said center line
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 ~~always~~ always held
them since their occupation of the same
but whether the said premises are the same

4

5

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 & orders of said People and Society one Jonathaw 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 lessee 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. 2. 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 hereinbefore answered the defendant denies the same.

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

H. W. McCallan
Defts atty

City & County of New York ss: Oliver Charles 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 Remington & Putland Rail Road Company,

Sworn to before me } Oliver Charlack,
Nov. 5th 1869 } S.

W. 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} New Lebanon, 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 Railroad upon said Company paying or tendering to us \$300. 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

19

11

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 Pine 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 lands and ditches
when 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.

Given and Delivered } Jonathan Wood [S] /
In presence of S. Peter H. Long [S] /
J. W. Babcock

Supplement

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~~ 1853

D. J. Hawkins 

Scaled and Delivered }
in presence of }

Sylvanus 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 land,

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 Rufelair
Delaware (which line runs South 43° W.) and
53 feet Easterly from Stake set off N^o 630.
Thence along the Centre line of Rail Road
track S 60° E 2737 feet: 90 feet past
Stake set N^o 657. and to about the centre
of the Kinderhook Creek, and to the divis-
ion line with Hiram Bigelow which runs
N 9° E. Said lot is bounded on the Northerly
side by a line parallel to and 33 feet from
said Centre line, On the Southerly 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 + N^o 675. Thence ^{Easterly} along the Centre
line of the rail road track 58 feet past
Stake N^o 683 — 811 feet to the division line
with Marvin Sackett which line runs S 11° E
Said lot is bounded Northerly by a line
parallel to and 33 feet from said Centre

line. On the Southernly side by a line
parallel to and 33 feet from said centre line,
and containing 1 Acre 36 $\frac{3}{4}$ Perches

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

Beginning at a point on the Westernly side
of the lot, 81 feet Easternly from Stake ~~Set~~ No^o
925. And on the division line with W. Y. Elden,
which bears S 4^o E. Thence Easternly along
the centre line of Rail Road track 552 feet to
the division line with Elden & Co^o (said division
line bears S 4^o E) And 33 feet past Stake Set
& No^o 931. Said lot is bounded Northernly
Northernly side by a line parallel to and 82 $\frac{1}{2}$
feet from said centre line. On the Southernly side
by a line parallel to and 62 feet from said centre
line. Containing 1 Acre 133 Perches

Survey.

—

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 & 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 & purposes of said Rail Road upon said Company paying or tendering to me the sum of fifty Dollars per acre be the same more or less, also the right or privilege of using what water they may want for the use of Depots - Engines &c - from a certain Spring lying on the side of hill east of my home in Wood lot in case such Spring shall or by the Co Council be 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

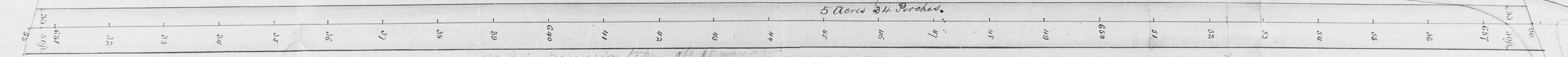
necessary to carry off the water,
so as not materially to injure
my remaining land. In witness
whereof I have hereunto set my
hand and seal, this Eighth day
of May 1852.

Edw^d. Thompson J. S.

Sealed and
delivered in
presence of
A. Wilson

Copy of paper
New Lebanon
Unit March
6

R. DELEVAN



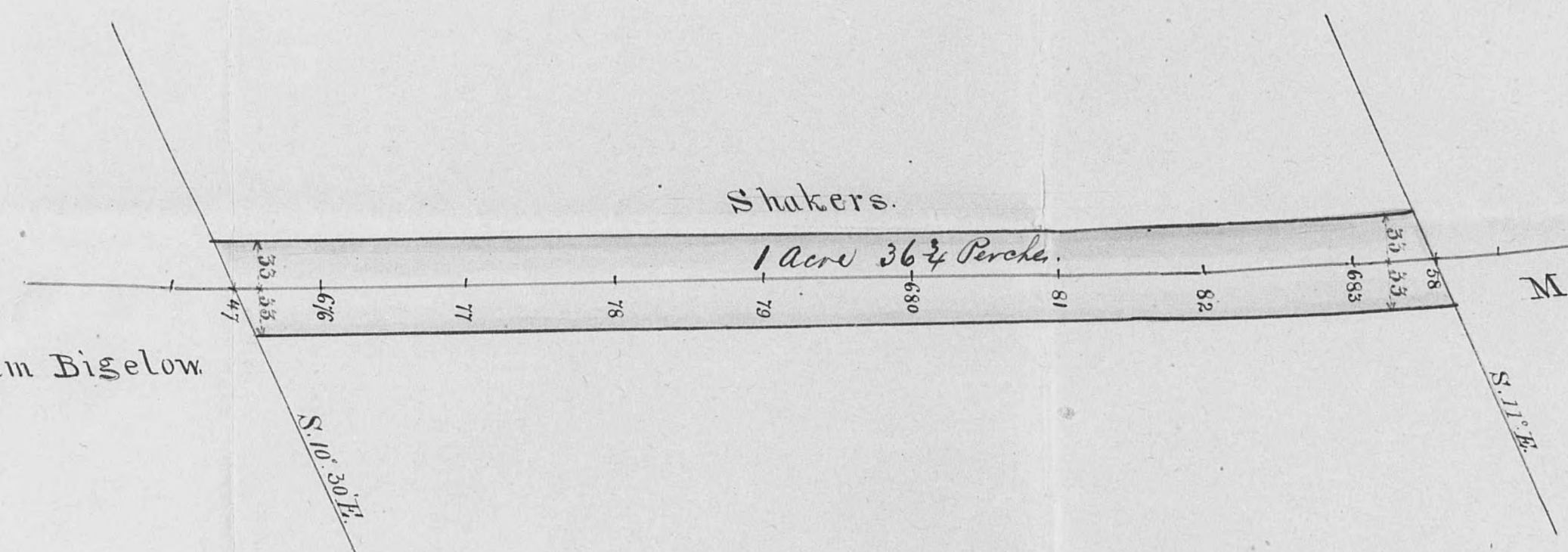
SHAKERS

5 Acres 34 Perches.

KINDERHOOK CREEK

HIRAM BIGELOW

Hiram Bigelow

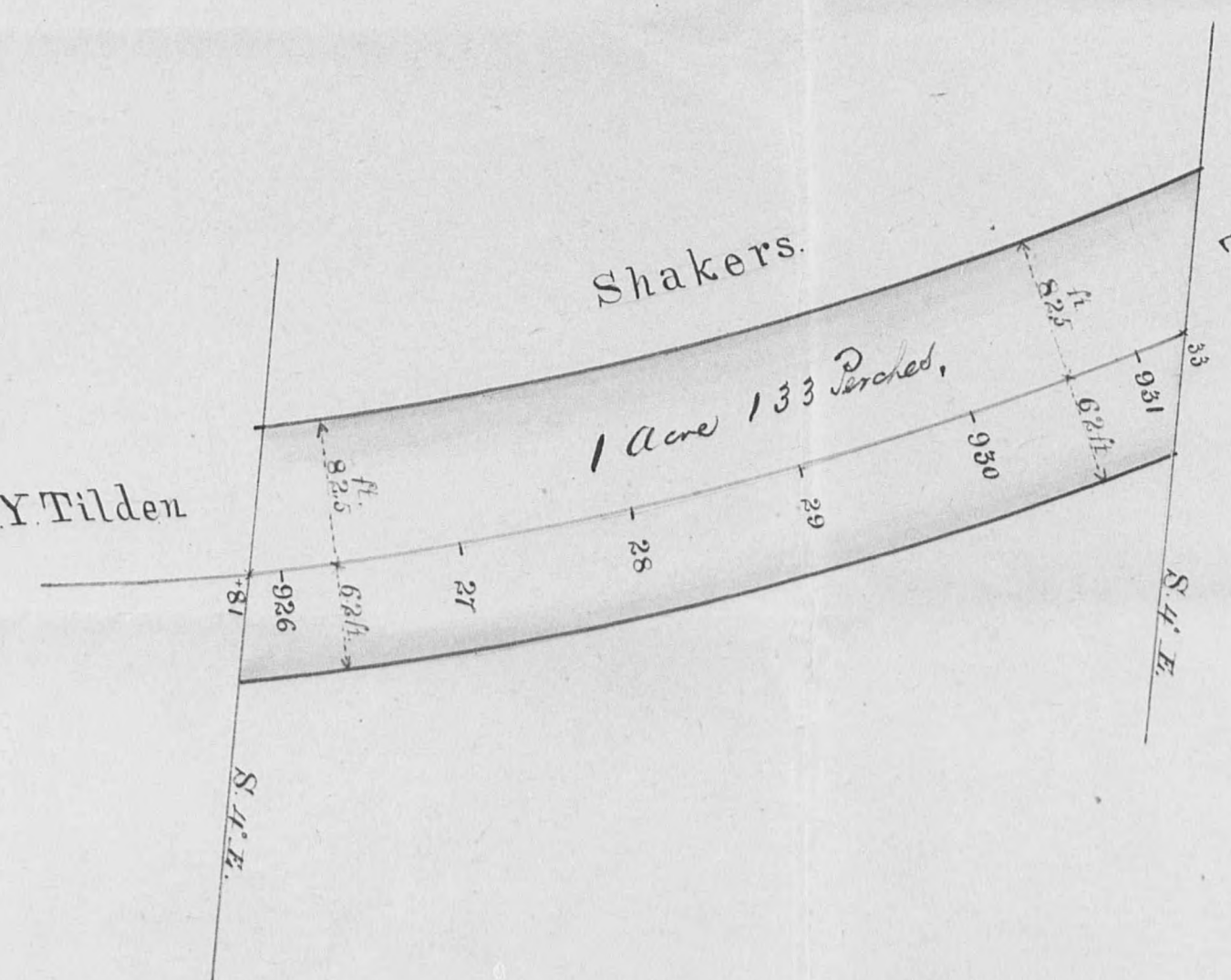


Shakers

1 Acre 36 3/4 Perches.

Marvin Sackett

MY Tilden



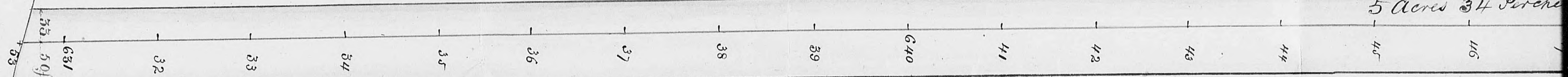
Shakers

1 Acre 133 Perches.

Tilden & Company

R. DELEVAN.

S. 45° W.

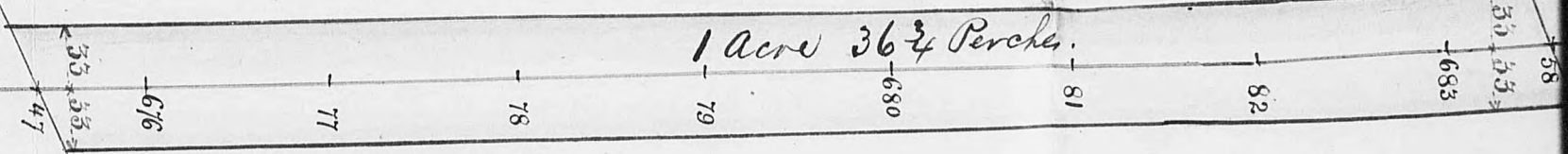


SHAKERS.
5 Acres 34 Perches

132 rods possession taken up to 1870

Hiram Bigelow

S. 10° 30' E.



Shakers.
1 Acre 36 3/4 Perches.

Shakers.

33 Perches.

FOLDER 124-6

SHAKERS.

5 Acres 34 Perches.

42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60

KINDERHOOK CREEK

N. 9° E.

33 50 90

HIRAM BIGLOW

Shakers.

1 Acre 36 1/4 Perches.

79 80 81 82 83 84

Marvin Sackett

S. 11° E.

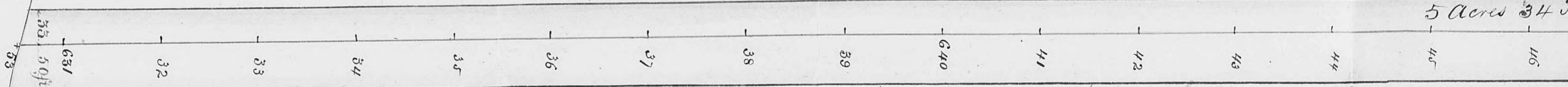
Shakers.

133 Perches.

Tilden & Company.

SHAKERS.

5 Acres 34 Perches



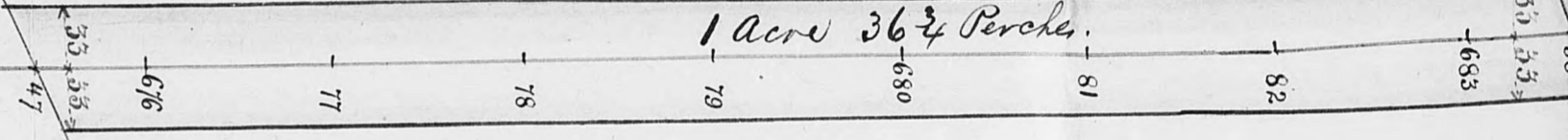
R. DELEVAN.

S 43° W

132 7/8 possession taken of 85 years

Shakers.

1 Acre 36 3/4 Perches.

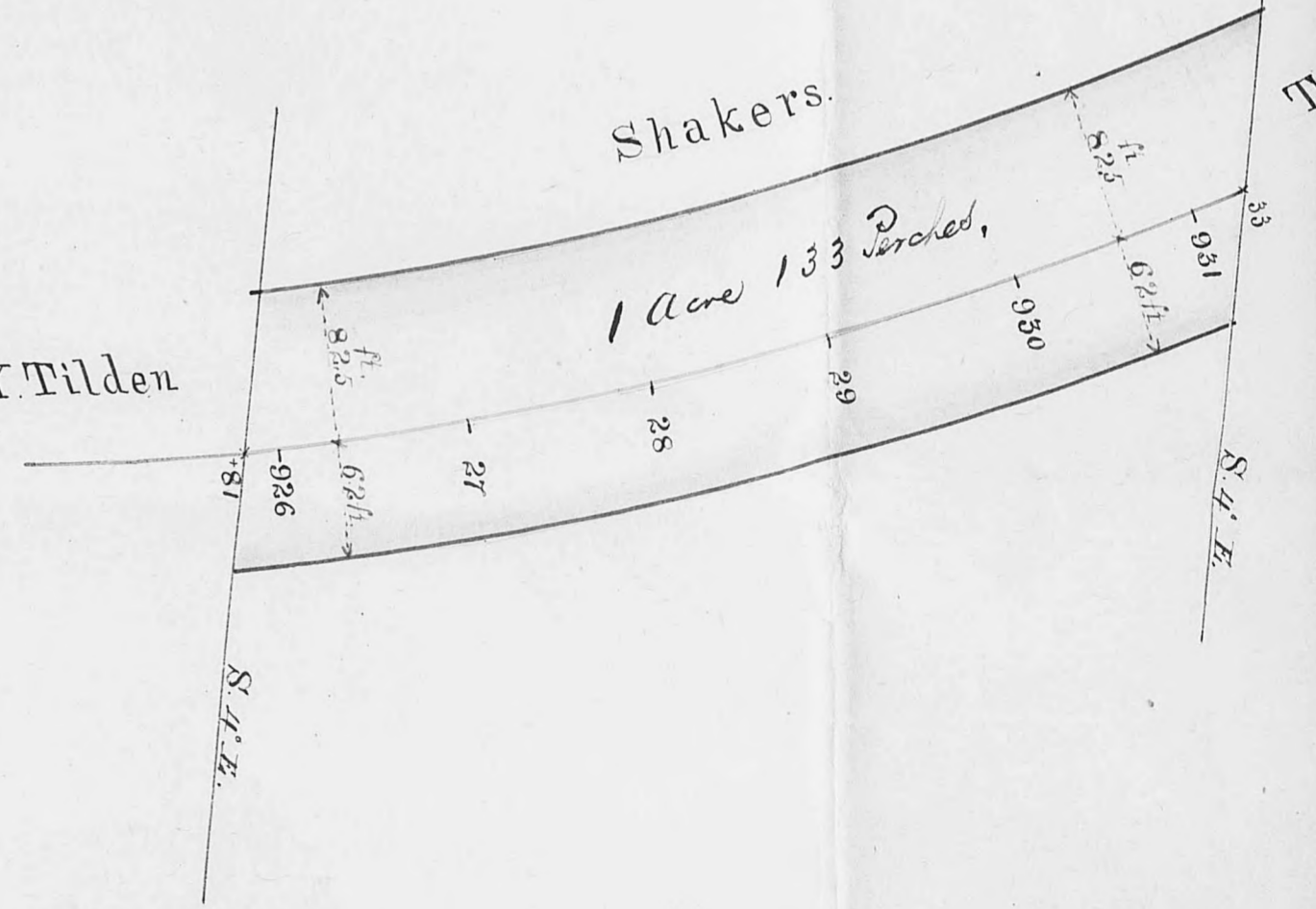


Hiram Bigelow.

S 10° 30' E

Shakers.

1 Acre 133 Perches.

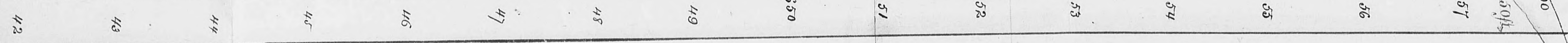


M.Y. Tilden

S 1° E

SHAKERS.

5 Acres 34 Perches.



KINDERHOOK CREEK.

S. 11° E.

HIRAM BIGLOW

Shakers.

1 Acre 36 3/4 Perches.

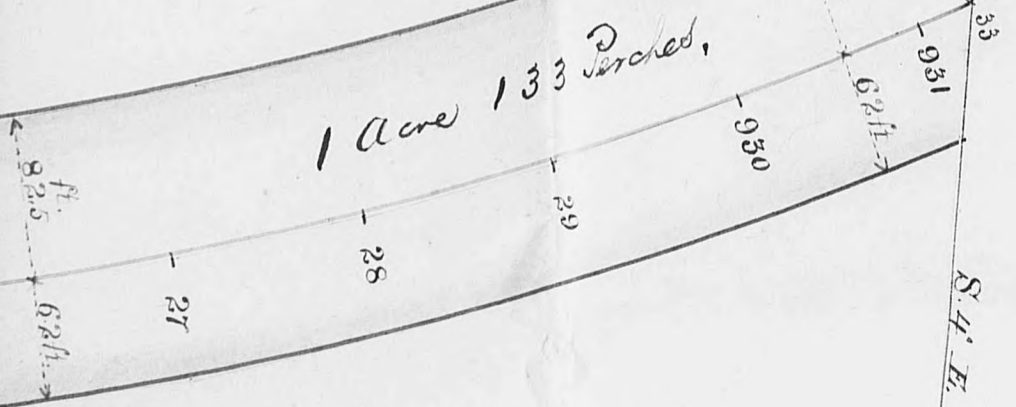


Marvin Sackett

S. 11° E.

Shakers.

1 Acre 133 Perches.



Tilden & Company.

S. 11° E.