

[CHAPTER 1703.]

An Act to confirm a Submission to Referees of a Controversy concerning the Bounds of the Patent of Jan Hendrickse Van Baal and for binding the Title of the respective Claimants agreeable to the Award of the said Referees.

[Passed, April 1, 1775.]

WHEREAS by Letters Patent under the Great Seal of the Province of New York bearing Date the Twenty first Day of August in the Year of our Lord One Thousand six hundred and Seventy two a certain Parcel of Land was granted to Jans Hendrickse Van Baal in Fee *to wit* a Certain Parcel of Land near Schenectady lying and being by the Kill or Creek called by the Indian name Tawalsontha otherwise the Normans Kill, the said lands stretching from the Sandy Hills North West on to an Out Hook of Land the which it also includes Containing in Breadth and Length on both sides of the Kill all the Land as it lies in a Square together with the Wood Land Valley or Meadow Ground Kills and Creeks therein included. *And Whereas* by Letters Patent under the Great Seal of the Province of New York bearing Date the Fourth Day of November in the Year of our Lord One Thousand six Hundred and Eighty five the Manor of Rensselaerwyck was granted in Fee to Killian Van Rensselaer the Son of Johannes Van Rensselaer and to Killian Van Rensselaer the Son of Jeremiah Van Rensselaer Comprehending two different Tracts of Land the one of which is described in the same Letters Patent as follows Beginning at the South end or part of Berrent Island on Hudsons River and extending Northwards up along both sides of the said Hudsons River unto a Place heretofore called the Kahoos or the great Falls of the said River and extending itself East and West all along from each side of the said River backwards into the Woods Twenty four English Miles To have and to hold the same (except as therein is excepted) unto the said Killian the Son of Johannes Van Rensselaer and Killian the Son of Jeremiah Van Rensselaer their Heirs and Assigns for ever In Trust to and for the only use and Behoof of the Right Heirs and Assigns of Killian Van Rensselaer their Grand Father, which said Manor of Rensselaerwyck is claimed by Catherine Van Rensselaer Widow and Relict of Stephen Van Rensselaer

late of the said Manor of Rensselaerwyck Esquire deceased and others by Virtue of the last Will and Testament of the said Stephen Van Rensselaer under the said last mentioned Letters Patent, *And Whereas* the said Tract of Land so granted to the said Jan Hendrickse Van Baal is surrounded by the Outlines of the said Manor and a Controversy hath arisen between those claiming under the said respective Patents respecting the Boundaries of the Land so as aforesaid granted to the said Jan Hendrickse Van Baal whereby the Improvement of the Lands in Controversy is greatly prevented and the claimants are put to great Expence which is likely to increase if not prevented by a Settlement of the said Disputes, to accomplish which, the said Parties *to wit* Simon Johannes Veeder of the City of Albany Merchant Arie La Grange of the same Place Mariner, John M. Veeder of Schenectady in the County of Albany Yeoman Volkert Veeder of the Normans Kill in the said County Yeoman, Abraham Veeder, Christian La Grange, Omie La Grange, Isaac La Grange, Coenradt La Grange, Omie La Grange the Younger John La Grange the Younger, Myndert LaGrange all of the last mentioned Place Yeomen, Bernardus La Grange of New Brunswick in the Province of New Jersey Esquire and John La Grange of the County of Bergen in the said Province of New Jersey Yeoman Claimants under the said first mentioned Letters Patent of the one Part and the said Catharine Van Rensselaer Widow and Relict of the said Stephen Van Rensselaer Philip Livingston of the City of New York Esquire and Abraham Ten Broeck of the City of Albany Esquire Claimants of the said Manor for themselves and others under the said last in part recited Letters Patent of the other Part have by their mutual Bonds or Obligations bearing Date the Fifth Day of July in the Year of our Lord one Thousand seven Hundred and Seventy four become reciprocally bound to each other in the Sum of Fifty Thousand Pounds Current money of the Province of New York with Conditions thereunder respectively written reciting in Substance as is herein before recited and submitting the Matters in Dispute as aforesaid concerning the Premises to the Determination of Thomas Hicks of Queens County on Long Island Esquire Council at Law, Samuel Johnson of Stratford in the Colony of Connecticut Doctor of Laws, John Smyth of Perth Amboy in the Province of New Jersey Esquire, The Honorable George Duncan Ludlow of Queens County aforesaid in the Province of New York Esquire, Goldsbrow Banyar

of the City of New York Esquire and in Case of the Death, Neglect or Refusal of all any or either of the above mentioned Referees, That then and in such Case the Place and Stead of such of the said five Referees as should so die, neglect or refuse to act concerning the Premises should be supplied from and out of the following Persons in the order in which they are next herein after mentioned *that is to say* The Honorable Daniel Coxe of Trenton in the Province of New Jersey Esquire, William Pear-tree Smith of Elizabeth Town in the same Province Esquire, Samuel Jones of the City of New York Esquire, John Sloss Hobart of Eatons Neck in the County of Suffolk Esquire, Colonel William Floyd of the said County of Suffolk Esquire and Richard Cochrane of Princton in the Province of New Jersey Esquire and in Case any of the said Six last mentioned Persons being so appointed as aforesaid should also die, refuse or neglect to attend the said Service the Place of him or them should be supplied by the next of them in Order as aforesaid until five of the Persons above mentioned should have taken upon themselves the said Reference and three or more of them should have completed their Award thereupon and that their Award or the Award of any three of them should be Obligatory to the said Claimants respectively in the manner in the said Bonds and hereinafter mentioned with Condition thereunder further written on the Part of the said Claimants under the said first mentioned Letters Patent to deliver up to the said Claimants under the said Patent for the Manor of Rensselaerwyck within six Months after delivery of the said Award full peaceable and quiet Possession of all and singular such Lands, Tenements, Hereditaments and Appurtenances as should not be included within the Lines adjudged or ascertained by the said Award to be the Bounds of the Lands granted in and by the said first above mentioned Letters Patent to the said Jan Hendrickse Van Baal which then was or should be held under the same Letters Patent or be in Possession of the said Claimants under the said Patent or any or either of them their or any or either of their Tenants or Assigns Except such Persons as held under the Representatives or Assigns of the said Jan Hendrickse Van Baal by Grant or Lease in Writing with respect to whose Possession Provision is made by the Articles of Agreement hereinafter set forth Provided the said Award be made in Writing under the Hands and Seals of the said Arbitrators taking upon themselves the Burden of the said Award as aforesaid or under the Hands and Seals of any three or

more of them on or before the first Day of July then and now next ensuing and with Condition on the Part of the said Claimants of the aforesaid Manor to deliver up to the said other Parties within Six Months after the delivery of the said Award full peaceable and quiet Possession of all and singular such Lands, Tenements, Hereditaments and Appurtenances as should be included within the Lines Awarded or ascertained by the said Award to be the Bounds of the Lands granted in and by the said first above mentioned Letters Patent to the said Jans Hendrickse Van Baal which then was or should be held as of the said Manor of Rensselaerwyck or be in Possession of the said Claimants of the said Manor any or either of them their or either of their Tenants or Assigns Except such Persons as held under the said Manor by Grant or Lease in Writing with respect to whose Possession Provision is made by the Articles of Agreement aforesaid, By which said Bonds the said Parties are reciprocally bound to each other to keep observe, execute, do, perform abide by and fulfill all and singular the Covenants Articles, Matters and Things whatsoever mentioned and contained in the Articles of Agreement aforesaid, which on their Parts respectively ought to be kept, observed, executed, done, performed abided by and fulfilled according to the true Intent and Meaning of the said Articles of Agreement as by the said respective Bonds or Obligations and the Conditions thereof reference being thereunto had may appear, which said Articles of Agreement are in the words

Articles of Agreement Indented had made and concluded upon this Fifth Day of July in the Year of our Lord one Thousand seven Hundred and Seventy four Between Catharine Van Rensselaer Widow and Relict of Stephen Van Rensselaer late of the Manor of Rensselaerwyck Esquire Deceased, Philip Livingston of the City of New York Esquire and Abraham Ten Broeck of the City of Albany Esquire of the first Part and Simon Johannis Veeder of the City of Albany Merchant, Arie Legrange of the same place Mariner, John M. Veeder of Schenectady in the following *to wit*

County of Albany Yeoman, Volkert Veeder of the Normans Kill in the same County Yeoman, Abraham Veeder, Christian Legrange, Omie Legrange, Isaac Legrange, Coenradt Legrange, Omie Legrange the Younger, John Legrange the Younger, Myndert Legrange all of the last mentioned place Yeoman, Bernardus Legrange of New Brunswick in the Province of New Jersey Esquire and John Legrange of the County of Bergen in the said Province of New Jersey Yeoman of the second part.

Whereas divers disputes have arisen by and between the Parties to these Presents and those under whom they respectively claim concerning certain Lands in the County of Albany claimed by the Parties of the first Part as belonging to the Manor of Rensselaerwyck and by the Parties of the second Part as included within the Bounds of a certain Tract of Land also in the said County of Albany granted to Jan H. Van Baal by Letters Patent under the Great Seal of the Province of New York bearing Date the Twenty first Day of August in the Year of our Lord One Thousand six Hundred and Seventy two, which Disputes having occasioned great Expences to the said Parties; For the Prevention whereof for the future and for settling the said Disputes between the said Parties they have mutually referred the same to Arbitration by Bonds bearing even Date with these Presents in the Penalty of Fifty Thousand Pounds with Condition as is thereunder written Now for the preventing all unnecessary Delays in determining the same and to increase their mutual Security concerning the Premises the Parties to these Presents of the first and second Parts respectively for themselves their Heirs Executors, Administrators and Assigns jointly and severally do hereby mutually covenant promise and agree with the parties of the other Part their Heirs Executors Administrators and Assigns in manner and form following *that is to say Imprimis* the said Parties do hereby mutually fix and appoint the Twenty second Day of August next for the Meeting of the said Arbitrators at the City of Albany in order to proceed on the said Arbitration And that the said Parties shall use their best Endeavours to procure the said Meeting at the Time and Place aforesaid *Secondly* if it should so happen that the said Arbitrators should not meet at the Time and Place aforesaid, that it shall and may be lawfull for them to meet on the Business aforesaid at the place aforesaid at any other Time or Times to be appointed by them (so as they compleat their Award within the Time limited by the Bonds above referred to) provided previous Notice in Writing by them or any three of them of such Meeting be given to one of the Parties of the first Part and one of the Parties of the second Part at least Twenty Days. *Thirdly*, That the Parties of the first and second Part to these Presents shall be at liberty to examine such Witnesses as they respectively shall think proper one of the said Examiners herein after mentioned giving to the other two Days Notice in Writing of the Time and Place for examining such Wit-

nesses and that such Witnesses shall be examined and cross examined by Peter Silvester Esquire on the Part of the said Manor of Rensselaerwyck and by Robert Yates Esquire in behalf of the other party hereto. *Fourthly*, That the said Examiners and such Clerk and Clerks as they shall appoint to assist them shall take an oath well and truly to discharge the several Trusts reposed in them concerning the Premisses and also not to divulge or make known or suffer to be divulged or made known directly or indirectly by any Ways or Manner whatsoever any of the Contents of the said Depositions or any of them untill they are to be published as herein is after mentioned, That each of the said Depositions when taken as aforesaid together with the rough Draft thereof be sealed up by the said Examiners as soon as completed and indorsed with the Deponants Name and when the said Examinations are fully completed then the Depositions of the Witnesses produced on each part respectively together with the rough Draft thereof be sealed up by the said Examiners those of the Parties of the first Part to be kept by the said Peter Silvester and those of the Parties of the second Part to be kept by the said Robert Yates, which affidavits and every of them so taken as aforesaid are hereby mutually agreed shall and may without Objection to be made by either of the said Parties respectively or those claiming under them be given and received in Evidence before the said Arbitrators or on any future Trial or Hearing in Law or Equity between any of the said Parties or those claiming under them concerning the Premisses or any Part thereof in Case the Witness so making the same shall be dead or in Case it shall be Proved to the satisfaction of the said Referees or the said Court of Law and Equity that the Witness making such Deposition or Depositions cannot be got to attend to give Evidence *viva voce* saving all just Exceptions to each Party as to the legality and Character of the Witness as if he was present and personally offered as a Witness. *Fifthly*, That whenever the said Arbitrators shall meet for the Purposes aforesaid and the Majority of them at the Request of either Party shall require any of the said Depositions to be read in Evidence to them agreeable to the true Intent and Meaning of these Presents that then it shall and may be lawfull for the said Peter Silvester and Robert Yates or either of them to deliver such Deposition and Depositions to the Party so applying for it and an original Duplicate thereof to the opposite Party to be read in evidence as aforesaid. *Sixthly* And it is further agreed, that after the said Arbitrators

shall have compleated and delivered in their Award or in Case the said Arbitration by any Accident shall be entirely frustrated that then it shall and may be lawfull for the said Peter Silvester and Robert Yates to deliver and give up to any of the first and second Parties respectively the Depositions of their Witnesses respectively and the Duplicate thereof and rough Draft thereof so taken as aforesaid, the same Depositions to be given in Evidence on all future Ocasions in manner and form as aforesaid. *Seventhly* In order to expedite the Determination by the Arbitrators aforesaid and in order to strengthen the Security to the Parties aforesaid it is further agreed that Rules of Reference be severally entered by the Consent of Parties at the next Supreme Court of Judicature for the Province of New York in two several Actions of Ejectment brought for Part of the Premises in Question and now pending undetermined the one at the Suit of James Jackson on the Demise of the said Catharine Van Rensselaer against Simon Johannise Veeder, Volkert Veeder, Simon M. Veeder and Abraham Veeder the other at the Suit of James Jackson on the Demise of Barnardus Legrange against Robert Freeman and the said Catharine Van Rensselaer, by which Rules the said Causes shall be severally referred to the Determination of the Arbitrators mentioned in and according to the true Intent and Meaning of the Bonds of Arbitration herein before mentioned. *Eighthly* It is also agreed that the Award of the said Arbitrators shall bind the Possession of the Lands in Controversy only but not the Title of either of the Parties to any Part or Parcel thereof unless an Act of the Legislature of the Province of New York be passed within Two Years from the Date hereof either confirming the aforesaid Submission and authorizing the said Referrees finally to determine the Title of the Lands in Question and the Bounds of the said Patent granted to the said Jan H. Van Baal as aforesaid or confirming such Award as the said Arbitrators shall before that Time have made concerning the Premises nor unless such Act shall within four Years from the Date hereof be confirmed by his Majesty. *Ninthly* It is also further agreed, that the Parties of the first and second Part to these Presents shall at their joint Expence respectively use their utmost Endeavours to procure the passing of such an Act of the Legislature of the said Province as is above mentioned and the Confirmation thereof by his Majesty as aforesaid in order to which they shall jointly Petition the House of Assembly for the said Province for the same that the said Parties or some or

one of both the said Parties shall with all convenient speed jointly give such Notifications of their Intention to apply for the same as are required by the Royal Instructions relative to the passing of private Acts in this Province. *Tenthly* In Order to prevent either Party from any undue Bias that may lead them directly or indirectly to obstruct the passing of such Act of the Legislature or the Confirmation thereof as aforesaid in Case the said Arbitrators shall have met and examined into the Matters in Controversy before the passing of said Act the Parties do hereby mutually request the said Arbitrators to complete their Award ready to be delivered to the Parties but to keep the same and every Part thereof and their Sentiments and Opinions concerning the Premises secret from all Persons whatever untill the rising or other Termination of the next Sessions of the said General Assembly for said Province, and if such Act shall be passed untill also Nine Months from the passing thereof shall be expired that an Opportunity may be given of Soliciting the Royal Confirmation of the said Act And in Case by a sudden Desolution or Prorogation of the said General Assembly such Act should be prevented from passing at the next Sessions of the said General Assembly, that then the Parties shall in manner aforesaid endeavour to procure the passing such Act at the then next subsequent Sessions of the said General Assembly and in such Case the said Arbitrators are hereby requested to keep their Sentiments concerning the Premises secret as aforesaid until the rising or other Termination of the said Subsequent Session of Assembly and untill Nine Months from the passing such Act shall be expired that an opportunity may be given of Solliciting the Royal Confirmation thereof. *Eleventhly* That in Case the said Act shall pass the said Legislature it is further agreed that neither of the said Parties directly or indirectly shall use any Means whatever which may in any wise tend to prevent his Majestys Confirming such Act of the Legislature or to bring about the Royal annulling or disallowing thereof. *Twelfthly*, That the said Arbitrators before the making of their said Award do have a View of the Premises in Question. *Thirteenthly* It is further agreed that the Costs in the Actions of Ejectment aforesaid shall follow the Determination of the Arbitrators according as the Lands controverted therein respectively shall appear to be within the said Tract of Land granted to Van Baal or not as the Boundaries thereof shall be adjudged by the said Arbitrators, and the said Parties shall accordingly pay the said Costs to the

other in such Case to be taxed. *Fourteenthly*, That the Expence attending the said Arbitration shall be jointly paid by the Parties to these Presents to be ascertained by the Certificate of the said Referrees who shall determine the said Controversy or any three of them excepting that each Party shall provide for and pay their respective Council and Witnesses. *Fifteenthly* And it is further agreed that in a certain Action of Debt now depending in the Supreme Court of the Province of New York between Philip Livingston Esquire Administrator *de bonis non* of Jeremiah Van Rensselaer deceased Plaintiff and Simon Johannise Veeder surviving Executor of the last Will and Testament of Johannise Simonse Veeder deceased Defendant there shall be a Rule of Reference entered at the next Supreme Court for the Province of New York submitting the said Cause to the Determination of the Arbitrators who shall take upon them the Determination of the Matters in Controversy hereinbefore mentioned or any three or more of them; It is agreed between the said Parties that in the Determination of the said Controversy the Title of either Party shall not be controverted before the said Referrees. And that it shall be admitted, that the said Manor of Rensselaerwyck doth surround the Lands in Question and the only Point to be settled by the said Referrees shall be to fix the Boundaries of the said Patent to Van Baal, it being agreed to be admitted before the said Referrees that the said Parties claiming under the said Patent to Van Baal have Title to all the Lands comprehended within the Boundaries of the aforesaid Grant to Van Baal, that the said Parties respectively shall not take or cause to be taken any new Possession or Possessions of any Part of the said Controverted Lands or Settle any Tenant or Tenants thereon during the Time the said Disputes are depending undetermined before the said Arbitrators. *And Whereas* the said Proprietors of the said Manor have leased or granted by Writing on Rents reserved Parts of the Premises in Controversy to the Persons following *to wit* To Jacob Truax, John Banker, Nicholas Van Patten, John Long, John Redliff, William Venton, Isaac Ostrander, Gerrit Slingerlandt, Cornelius Van Den Bergh, Jacob Cooper, John Van Deusen, Adrian Bradt and to Coenradt Luke a small Parcell and also a small Parcell thereof to Major General John Bradstreet as by the said Leases and Grants may appear, and have received from some of the said Grantees the following Considerations (to wit) from the said Jacob Truax the sum of Fifty Pounds, Jacob Cooper the Sum of One Hundred and Thirty

one Pounds, John Van Deusen the Sum of Ninety Pounds, Adrian Bradt the Sum of Ten Shillings, Cornelius Van Den Bergh the Sum of Five Shillings, Gerrit Slingerlandt the Sum of Five Shillings, Isaac Ostrander the Sum of Five Shillings and the said William Venton the Sum of Five Shillings. And the Owners of the Tract Granted to the said Van Baal have on their Part also Granted and Leased in Writing on Rents reserved Parts of the said Premises in Controversy to the Persons following to wit Andrew Makans, Christopher Yates, Johannis Van Der Wilgen, John Oliver, Ephraim Hudson, Daniel Hungerford and Frederick Wormer as by the last mentioned Leases and Grants may appear *Now therefore* the said Parties of the first Part do further covenant and agree with the said Parties of the second Part their Heirs Executors Administrators and Assigns, That in Case the Lines which shall be adjudged by the said Referrees to be the Boundaries of the Lands granted to the said Jan Hendrickse Van Baal shall include the Lands so as aforesaid Leased and Granted under the said Manor or any Part thereof within the Bounds of the aforesaid Patent to the said Van Baal, then the said Parties of the first Part shall pay to the said Parties of the second Part their Heirs Executors Administrators or Assigns such Consideration money as hath been received as aforesaid by the Proprietor of the said Manor of Rensselaerwyck for the Lands so Awarded to be within the Bounds of the said Jan Hendrickse Van Baals Patent with Interest thereon and all such Rents as have been received thereon And also shall deliver and assign to the said Parties of the second Part the respective Leases and Grants aforesaid made of such Lands so included within the said Bounds of Van Baals Patent, and the Rents then in Arrear and thereafter to become due thereon respectively And the said Parties of the second Part do further covenant and agree with the said Parties of the first Part their Heirs Executors Administrators and Assigns that they will make the like Payments and Assignments to the Parties of the first Part of all such Monies, Leases, Grants and Rents of such of the said Lands in Controversy as shall in manner as aforesaid appear to be without the Boundary of the Lands so as aforesaid Granted to the said Van Baal. And it is hereby declared to be the true Intent and Meaning of the Parties to these Presents, that the Possession of the said Jacob Truax to be retained by him or his Assigns in case his Farm aforesaid shall be included within the Lines so to be settled as aforesaid for the Boundaries of the said Patent granted to the said Jan Hendrickse

Van Baal shall contain only the Lands granted to him by Omie Legrance deceased And that in such Case the Party claiming under the said Manor shall not be obliged to assign to the other Party the Lease from the said Jacob Truax nor to pay to the other Party the Consideration paid for the said Lease or the Rents already paid and in Arrear and to grow due thereon. *In Witness whereof* the Parties to these Presents have hereunto interchangeably set their Hands and Seals the Day and Year first above written Provided the said Award be made by the Time and in the Manner herein before mentioned.

And Whereas pursuant to the Terms of the said Submission and Agreement the Honorable George Duncan Ludlow Esquire, Thomas Hicks Esquire Samuel W. Johnson Doctor of Laws, Samuel Jones and Goldsbrow Banyar Esquires Referees above mentioned have taken upon themselves the Burden of the said Award and have met at the City of Albany, viewed the said Lands in Controversy and fully heard the Proofs and Allegations of all the said Parties thereto and of their witnesses respectively All which Proceedings of the said Referees have been had and done according to the true Intent and Meaning of the said Articles of Agreement and to the full satisfaction of the several and respective Parties thereto. *And Whereas* the said Parties have given public Notice pursuant to his Majestys Instruction to the Governor and Commander in Chief of this Colony in that Behalf, That they intended to apply to the Legislature of this Colony at this present Sessions of the General Assembly for a Law either to confirm the aforesaid Submission and to authorize the said Referees finally to determine the Title and Bounds of the Land in Question as aforesaid or to confirm such Award as the said Referees should before the passing such Act have made concerning the Premises. *And Whereas* the said Parties by their joint Petition to the General Assembly have prayed that a Bill may be passed for confirming such Award as the said Referees last mentioned or any three of them shall make in the Premises and for binding the Title of the Parties agreeable thereto,

Be it therefore Enacted by his Honor the Lieutenant Governour the Council and the General Assembly, And it is hereby enacted by the Authority of the same, That the said Bonds, Articles of Agreement and Submission be, and the same are hereby confirmed and made valid and effectual between the said Parties and Claimants and the said Meeting of the said Referees, their view of the Premises and all and singular other their Proceedings

heretofore had as aforesaid shall at all Times hereafter be adjudged, deemed and taken to have been held, had and done according to the true Intent and Meaning of the Conditions of the said Bonds of Arbitration and of the said Articles of Agreement hereiubefore mentioned And the said last mentioned Referees or any three of them are hereby authorized finally to determine the Right and Title of the said Lands in Controversy between the said Parties and Claimants and the Bounds of the said Tract of Land granted by the aforesaid Letters Patent to the said Jan Hendrickse Van Baal.

And it is also hereby further Enacted by the same Authority, That in Case the said last mentioned Referees or any three of them shall already have made or shall hereafter make their Award in the Premises by the Time hereinbefore mentioned for that Purpose such their said Award is and shall be hereby confirmed and made valid and effectual in the Law And that from thenceforth the said Parties above named claiming as aforesaid under the said Letters Patent to the said Jan Hendrickse Van Baal their Heirs and Assigns for ever (except such of their Tenants who are excepted in the said Articles of Agreement) are hereby and shall for ever hereafter be barred and excluded of and from all Claim, Right, Title and Interest whatsoever derived from and under the said Letters Patent to the said Jan Hendrickse Van Baal of in or to any Lands lying not included within the Lines adjudged or to be adjudged by the last mentioned Referees or any three of them in and by their said Award to be the Boundaries of the Land granted by the first said Letters Patent to Jan Hendrickse Van Baal and within the Out Lines of the said Manor. And in like manner the said other Parties above named claiming as aforesaid under the said Letters Patent granting the said Manor or under any other Grant or Confirmation thereof and all others claiming or to claim or having or to have any Right or Title under and by Virtue of the said last mentioned Will and Testament of the said Stephen Van Rensselaer deceased their Heirs and Assigns for ever (except such of their Tenants as are excepted in the said Articles of Agreement) are hereby and shall be for ever from and after the making the said Award barred and excluded of and from all Claim, Right, Title and Interest whatsoever derived from and under the said recited Letters Patent granting the said Manor of Rensselaerwyck or any other Subsequent Grant or Confirmation thereof of in or to any Land lying within the said Lines so adjudged or to be adjudged by the said last mentioned Referees or any three of them in and by their said Award to be the Boundaries

of the Land granted by the said Letters Patent to the said Jan Hendrickse Van Baal and comprehended within the Out Lines of the said Manor of Rensselaerwyck.

And be it further Enacted by the Authority aforesaid, That from and after the Time of making the said Award the Parties aforesaid claiming under the said Letters Patent to the said Jan Hendrickse Van Baal and all others claiming or to claim or having or to have any Right, Title or Interest under them or any of them to any of the Lands comprehended within the Lines or Limits which are or shall be Awarded or adjudged by the said last mentioned Referees or any three or more of them to be the Boundaries of the Lands granted by the said Letters Patent to the said Jans Hendrickse Van Baal shall in all Courts of Law and Equity be deemed, adjudged and taken to have a good legal and valid Title thereto against all Rights, Titles, Claims or Demands thereto made or to be made by the said Parties hereinbefore named claiming under the said or any other Letters Patent, Deed or Instrument granting or confirming the said Manor of Rensselaerwyck and against all others claiming or to claim or having or to have any Right, Title or Interest thereto either as Heirs at Law to or under or by Virtue of the said last Will and Testament of the said Stephen Van Rensselaer. And in like manner after the Time of making the said Award the said Parties hereinbefore mentioned claiming the Lands so in Controversy as Part of the said Manor of Rensselaerwyck and all others claiming or to claim or having any Right either as Heirs at Law to or under or by Virtue of the said last Will and Testament of the said Stephen Van Rensselaer to any of the Lands in Controversy as aforesaid within the Bounds of the said Manor and which are or shall not be Comprehended within the Lines or Limits awarded or adjudged or which shall be awarded or adjudged by the said last mentioned Referees or any three of them to be the Boundaries of the said Letters Patent to the said Jan Hendrickse Van Baal shall in all Courts of Law or Equity be deemed, adjudged and taken to have a good legal and valid Title thereto against all Rights, Titles, Claims or Demands thereto made or to be made under the said Letters Patent to the said Jan Hendrickse Van Baal by the said Parties hereinbefore named claiming under the said Letters Patent to the said Jan Hendrickse Van Baal and against all others claiming or to claim or having any Right thereto in Virtue of the said last mentioned Letters Patent and under the said Parties claiming as last aforesaid. And further that such Lines or Boundaries as the said Referees or any three or more of them shall Award as

aforesaid to be the Bounds of the Land granted as aforesaid to the said Jan Hendrickse Van Baal shall for ever thereafter be deemed, esteemed and taken in all Courts of Law and Equity against the said Parties and Claimants respectively their Heirs and Assigns and against all others claiming or to claim by from or under them or any of them respectively by any Ways or Means whatsoever and against all others claiming or to claim by from or under the last Will and Testament of the said Stephen Van Rensselaer, as and for the true Limits and Bounds of the Land granted to the said Jan Hendrickse Van Baal by the said Letters Patent to him.

Provided Always, That nothing herein contained shall be construed in any wise to affect the Claim Right or Title of his Majesty his Heirs or Successors or of any Person or Persons to the said Controverted Lands or any Part thereof who are not Parties to the said Submission or who do not or shall not claim by from or under them or any of them or as Heir or under the last Will and Testament of the said Stephen Van Rensselaer deceased Nor shall any Thing herein contained be construed to alter, change, make void or defeat the Right or Title to any of the Lands in Controversy of any Tenant or Tenants of the said Parties respectively who are mentioned and excepted as aforesaid in the said Articles of Agreement. And this Act shall be deemed and adjudged to be a Public Act and nothing herein contained shall be of Force until this Act shall be approved or confirmed by his Majesty his Heirs or Successors.

[CHAPTER 1704.]

[See chapter 1393. Expired, January 31, 1785.]

An Act to revive an Act entitled "An Act for the better and more effectual collecting of Taxes in the City of New York."

[Passed, April 1, 1775.]

Be it Enacted by his Honor the Lieutenant Governor the Council and the General Assembly, and it is hereby Enacted by the Authority of the same, That the Act entitled. "An Act for the better and more effectual collecting of Taxes in the City of New York." passed the Twentieth Day of May one thousand seven hundred and sixty nine, shall be and hereby is revived and every Clause Article Matter and Thing therein contained enacted to be and remain in full force from the passing hereof until the first Day of February one thousand seven hundred and eighty five, and from thence to the End of the then next Session of the General Assembly.