

Article 1st. Whereas we do possess in fee simple certain streams of water adjoining our respective farms we do for the Benefit and accomodation of each other, and for the purpose of improving the same, agree that forever hereafter we will hold and improve the same in equal Joint tenancy, and copartnership.

Article 2nd. We will build a dam acrost said stream of water at the most convenient place from the lands of Isaac Blydenburgh to the lands of Caleb Smith junior, the said dam to be so constructed as to raise ten feet head of water and of sufficient width on the top for an ox cart to pass and repass,

Article 3. We will erect on the above said dam a saw mill and grist mill (the saw mill to be of the Bigness of Paul Smith's saw mill) and to be furnished with all tools and implements necessary for carrying on the sawing business. The grist mill house to be built twenty four feet wide and thirty feet long and so constructed as to carry three run of stones with three Bolting mills, to go by water, the whole of the works to be sufficiently and substantially Built in the Best possible manner, the dam to be logged up against where the saw mill shall stand, and a wall of stone against the grist mill.

Article 4. Whenever two of the partners agree that any improvement or Repairs of the said works are necessary it shall and may be done at the expense of the whole.

Article 5. If any one of the parties to this agreement shall neglect or refuse to furnish his third part of the materials or money to purchase the same, he shall be liable to pay the damage sustained by reason of such neglect, or refusal, no charge shall be made of the dirt for Building the dam, but the same may be got in the most convenient place both for the building and repairing thereof and it is furthermore agreed that each partner shall furnish such and so many roads leading to the said mills through his

lands respectively as shall be necessary for the accomodation thereof. But any of the proprietors through whose lands such Roads may lead shall have the priviledge to hang so many easy swinging gates thereon as he may think proper, and the making and keeping in repair of all such roads shall be done at the expense of the partnership jointly.

Article 6. No proprietor or partner in the works by this agreement to be erected shall or dispose of his share therein without first giving the Refusal to the other two at the price for which he can sell.

And for the faithful and true performance of the above articles of agreement and every part and parcel thereof we do firmly by these presents bind ourselves our heirs, executors administrators and assigns, in witness whereof we have hereto respectively set our hands and seals this tenth day of February in the year of our Lord one thousand seven hundred and ninety eight, and of American Independence the twenty second.

Signed, sealed and delivered in the presence of

	CALEB SMITH JUNIOR,
EPENETUS SMITH JR.	ISAAC BLYDENBURGH,
B. B. BLYDENBURGH.	JOSHUA SMITH JR.

[The above appears to have been executed in triplicate, each partner having one. The above is copied from the original now in the possession of Ethelbert M. Smith, Esq. Another is now in the possession of John Blydenburgh, Esq.

Joshua Smith Jr. sold his share to the others in 1811. Caleb Smith Jr. left his share to his son Caleb Smith, and he sold it to Richard and Isaac W. Blydenburgh in 1844. Since then it has been in the Blydenburgh family.—W. S. P.]

Deed from Obadiah Smith to John Arthur.

[The tract on the south side of the Country road, bounded

west by Bushy Neck, and extending west to the road from Smithtown Branch to Hauppauge, was laid out to Obadiah Smith as seen on previous pages. He sold it to Capt. James Dickinson. He resold it to Obadiah Smith, who sold the east part to John Arthur, by the following deed.—W. S. P.]

[Abstract.] To all Christian People to whom this deed of sale shall come, Greeting. Know ye that I Obadiah Smith, of Smithtown, in consideration of ye sum of £300 Have sold and conveyed to John Arthur of Islip and to his heirs and assigns forever. One messuage or tract of land, bounded north by the Country road that goes from George Norton's to ye head of ye river. West by ye land layd out to Platt Smith in Bushy Neck, so running southwardly till it comes to ye south side of ye Branch, then bounded by ye lands of Daniel Smith, east by ye Long Branch, then running up ye Branch southerly west by Daniel Smith's land till it comes to a Branch that runs out of Long Branch, then northeasterly till it comes to ye Country road, and so by the Country road to Platt Smith's land where it first begun. Dated June 9, 1747.

Witness

GEORGE PHILLIPS,
DENNIS HART.

OBADIAH SMITH,
SUSANAH SMITH.

Endorsed on the original deed is the following:

To all people to whom these presents shall come, I, John Arthur and wife Mary of Islip, do grant and convey to my son William Arthur in consideration of Love and affection. One messuage or tract of land in Smithtown which I bought of Obadiah Smith by his deed bearing date the 9 day of June in the yeare of Our Lord 1747.

Dated July 28 1752.

Witness

BENJ. BLYDENBURGH,
SAMUEL ARTHUR.

JOHN ARTHUR,
MARY ARTHUR.

[The original deeds are now in possession of John S. Arthur, of Smithtown. This tract remained in the possession of the descendants of Wm. Arthur to recent years. The homestead of William Arthur is now owned by Melville Brush.—W. S. P.]

Deed from Obadiah Smith to George Norton.

The part of the tract laid out to Obadiah Smith, which lies east of the part sold to John Arthur was sold to George Norton by the following deed :

[Abstract.]

To All Christian People. Know yee that I Obediah Smith Esq. in consideration of the sum of £450 Have sold to George Norton of Huntington All the following tracts and parcels of land. Thus, 195 acres where the said Obediah dwelt at a place called the Branch Begining by a road or Richard Blydendurgh's land, thence running westerly as the Country road goeth until it comes to ye east fence that incloseth ye second Lot that is cleared on the west part of said farm. Thence south as the fence stands 94 rods, then west to a white oak bush 2 rods east of Platt Smiths land, thence running south to a marked bush on the north side of the North East Branch. thence on said Branch until it comes to ye road lying between said farm and Richard Blydenburghs land. thence by said road to the Country road that leads from said Blydenburghs to Nissequogue river.

Also 10 acres on the north side of the Country road, where Amos Dickinson built a new house, Bounded on the West by ye westermost line made in a Card dated June ye 30, 1736, made by George Townsend, South by

the Country road, east by a road that leads to Smithtown and to extend north with an equal breadth until it makes up 10 acres.

And one other tract of land on the south side of the North East Branch, To begin at the Beaver Dam, and to run such a line southward as will take the equal half of a tract of 590 acres which was laid out to me Obadiah Smith by Richard Woodhull John Hallock and George Townsend, That is to say the half that shall lie eastward of the said line.

Also 3 shares or lots of salt meadow on the west side of the river, two of which lots did belong to Capt. Daniel Smith deceased, the other to my father, and all lie to the east of Platt Smith's land. With all buildings etc.

Dated May 1, 1744.

Witness

OBADIAH SMITH

RICHARD WOOD

JAMES CHIPMAN

JAMES DICKINSON Jr.

[The original deeds are now in possession of Mrs. Charles Hilton Brown. The tract on the north side of the North East Branch, and the 10 acres on the north side of the Country road, were probably sold by George Norton to Epenetus Smith, (son of Job 2nd,) and he was in possession of them as early as 1750 when the new meeting house was built. He gave it by deed and will to his son, Epenetus, from whom it descended to his son Samuel Arden Smith, who built an elegant residence, now owned by the heirs of one Ely. The old house of Epenetus Smith, probably the same one built by Amos Dickinson, is still standing on the 10 acres north of the Country road, next west of the school house.

George Norton sold to William Saxton, mason, Jan. 8, 1745-6, a tract of twelve acres on the south side of the Northeast Branch, and on the west side of a little brook running into said branch, and he built a house there.—W. S. P.]

Land Laid Out to Capt. Richard Smith, Aug. 26, 1736.

[See page 256.]

This tract was left by Capt. Smith to his son Isaac Smith by will 1764, except 10 acres which he directed to be sold. Isaac Smith sold the entire tract and also the site of the "old mill" and the "occupation ground" which had belonged to Richard Smith, 2nd, next the river, to William Arthur. The deed describes it as "Begining at a red oak tree by the side of the highway, then running S. 70 W. 2 chains to the bank, then N. 83 W. 2 chains 31 links to the river, then along the river on the edge of the marsh as it runs to the mouth of the Old mill creek, then as the fence runs to the highway, then along the highway, as Abner Smiths fence runs till you come against the north west bounds of Abner's 10 acres, Then E. o. 40 S. 6 chains 44 links, to a white oak tree, then N. 2 W. 25 chains 38 links, or by Edmund Smiths land. then S. 87.40 W. 55 chains 78 links by Daniel Smiths and Job Smiths land to beginning. Containing 192 acres." Price £487. This deed is recorded in Suff. Co. Clerk's office, Liber 236, p. 389. The 10 acres which Capt. Smith directed to be sold was probably sold to Abner Smith, who owned it when the above deed was given. In 1792 Juliana Smith, by deed, quit claims to her brother Elisha Smith, All her right to "All that tract of land formerly my father's Abner Smith, bounded west by the river, north and east by Wm Arthur and south by Obadiah Smith." The ten acres, however, did not run to the river. The "Old mill creek" is at the southwest corner of the tract, and the relics of the ancient dam on which the first mill stood, yet remains. This mill and the low land next the river, to the north was part of the "occupation land," or land in possession of Richard Smith 2nd, by grant from his father, the Patentee. He left this mill and the land adjoining to

his son Nathaniel, who seems to have sold them to his brother, Capt. Richard, in exchange for lands at Moriches. In the division of the estate of Wm. Arthur, the old mill site and land next the river fell to his son Thomas, who left it to his daughter Elizabeth, wife of Gardiner Petty, by whose heirs it is now owned, and they are living upon it. The original map and survey is now in possession of Richard B. Smith, Esq., and bears the following: "August ye 26 1736, I have this day surveyed to Lieut. Richard Smith a certain tract of land on the east side of of Nissequogue river and joyning on the west partly to his occupation land, so called which lyeth at the old mill, so called, ye first bounds of ye said tract beginneth at a certain Red oak sapling marked D. S. and R. S. being a bounder between said Richard Smith and Daniel Smith. Then West 25 degrees South 10 rods to ye bank, by ye River, then S. 6 $\frac{1}{2}$ Deg. W. 10 rods to his occupation ground, at ye old mill so called, then traversing the courses of his occupation land according to ye within Card, until it comes to ye Bank or creek etc etc

GEORGE TOWNSEND.

Landing at the Steep Banks.

[Abstract of Deed.]

Charles Floyd sells to Wm Arthur May 1, 1771, A tract of meadow bounded east by the road that goes from Smithtown to the Old mill by the river. South by Isaac Smith's meadow. West by the Channel, north by the Common Landing at the Steep Banks. Price £11.

[Original deed in possession of George Strong.]

Watering Place at Head of Nissequogue River.

We Joshua Smith Sr. Abm Smith & John Floyd Com-

missioners of Highways of the town of Smithtown do affirm that we will well and truly try this matter of difference between Caleb Smith Esq. and Abraham Nicoll respecting a watering place at the head of Nissaquage river and give a true Judgment according to evidence.

Affirmed before me this
22d of August 1814

JOSHUA SMITH SR

ABRAM SMITH

CHARLES A. FLOYD

JOHN FLOYD

Master in chancery.

Jacob Wheeler being sworn doth depose and say that he knew that a certain bunch of maple saplings was established as the head of Nissequage river in an arbitration between Daniel Smith and Richard Smith of the one part, and Wm Nicoll of the other part, which was upward of 50 years ago, that while the arbitration was pending, two of the oldest Indians in the town of Islip was called in, and they pointed out the place, & as near as he can judge the bunch now growing is in the same place, and the arbitrators fixed upon that spot as the head of Nissequag river, and that the arbitration rode into the Brook opposite where the tan house now stands, and they decided that a bunch of maple saplings about 2 rods westwardly was the head of said river.

Timothy Wheeler being sworn saith as above.

Joshua Smith being affirmed saith that he was present when the arbitrators met between Daniel and Richard Smith and Wm. Nicoll, and that the head of Nissequag river was at the bunch of Maple saplings before described by the other testimony near S. Brush's tan house, and now at this day the same bunch is in the spot that was then fixed upon, that he well recollects seeing the Indians point out the spot for he was there present. That the difference between Townsend's line and Ketcham's line was about 3 or 4 rods.

Unexecuted Wills of Daniel Smith 1st and Daniel Smith 2nd.

There is no record of the death of Daniel Smith 1st, but he probably died before 1715. In the office of the Court of Appeals in Albany there is a fragment of an unexecuted will of which the following is an abstract.

“I Daniel Smith of Smithtown. I leave to my wife Mary the house I now live in and one third of my lands and meadows, for life. I leave to my son Daniel all my lands and meadows on the east side of the river. In case he refuses to pay certain debts and legacies, then 80 acres of my land adjoining to the road from Smithtown to Brookhaven, and 50 acres on the south side of said road, bounded on the west by Jonathan Smith and on the east by Richard Smith's land, and 30 acres on the north side of said road to be sold, and said payments to be made.”

The will mentions sons Daniel and Solomon and daughters Deborah, Irene, Sarah and Mary.

[Among the papers of Robert B. Smith, of Commack, is the unexecuted will of Daniel Smith 2nd, which contains so much information concerning his lands that it is well worth preserving. It is probable that he finally divided his lands among his sons by deed. The deeds to his son Obadiah are now in possession of his great great grandson Coe D. Smith, who also has among his relics the cane of his ancestor. The deeds which may have been given to his other sons are probably lost, but the lands seem to have been held by them as specified in the will.—W. S. P.]

In the name of God, Amen. I Daniel Smith, of Smithtown being in health of body and of sound mind. * * I give to my wife Hannah my 3 negro servants and 1-3 of my cattle, sheep. etc., and household goods, plate., etc. during her life and then to my three daughters.

I give to my eldest son Daniel my house and barn, with all my house lot, meadows and crick thatch adjoining, except a lot known by the name of the lower lot which I formerly purchased of Richard Smith deceased, bounded north by the head of the swamp and highway leading to James Neck. Also I give him my right of land in James Neck, with my lot of thatch adjoining except one lot which I formerly purchased of Richard Smith deceased, usually known by the name of the North Swamp. I also give him my fields known by the name of the North fields, as they are now fenced. Also my field called William Wright's ground with all my lands joining to the north thereof as they are set forth in a Card bearing date March 24, 1736, containing fifty-five acres. Also my well field in Old Rasepege, containing 20 acres, as appears by a Card bearing date April 2, 1735. Also another lot called North Rasapege butting north upon the Sound, containing 27 acres as appears by a certain Card bearing date April 2, 1736. Also 1-2 of a certain inclosure of upland, meadow and crick thatch bounded south by the watering place before Jacob Munsel's* door, easterly and northerly by the highway. Also a certain tract of woodland bounded northerly by Job Smith's and Shuball Marchant's home lots, westerly by the road leading up by the side of the river, containing 74 acres as appears by a certain Card bearing date April 24, 1736. Also a tract of woodland bounded westerly by the road leading up by the side of the river, southerly and northerly by the land of Capt. Richard Smith, easterly by the mill path, containing 59 acres as appears by a card bearing date April 24, 1736. Also one fifth part of all my right of thatch in Stony

[*Jacob Munsell was the third husband of Mary Smith, whose first husband was James Smith, and the second Thomas Liscomb. The place is now the homestead of Mrs. Samuel O. Smith on the east side of the river near Nissequogue.]

Brook harbor. I also give to my said son Daniel the south equal half in quantity of a certain tract of land whereon David Coseborne lived, bounded easterly by Smithtown river, westerly by Commack line, the whole tract containing 1353 acres, as will appear by a certain card bearing date July 31, 1736. All these pieces of land are left to him for life, and then to his eldest son. In default of male heirs the whole is to go to my youngest son Micah Smith, except the south half of the tract of 1353 acres, which is to go to my third son Caleb.

I give to my second son Obadiah Smith a certain tract of land on the east side of Smithtown river, whereon he has now a house built, bounded on the west by the river, southerly by Richard Blydenburgh's land, east by Edmund Smith's land, and north by Richard Smith, with all my meadows adjoining the same, containing 547 acres, as appears by a card bearing date April 27, 1736. Also a certain tract of land now leased to Samuel Smith lying at the head of the Northeast Branch, bounded south by Islip line, east by Raconcomy plains, west partly by the Branch or pond, and partly by the road leading to South, and Jonathan Jones' land, and north by James Smith's land, containing 349 acres as appears by a Card dated April 17, 1736. Also half of a certain hollow called the Hay Hollow, lying to the west of the foresaid tract. Also an equal half in quantity of a certain inclosure of land, meadow and thatch lying on the east side of Smithtown river, bounded south by Jonathan Smith's land, deceased, west by the river, north by the watering place before Jacob Munsell's door, east by the highway, and half of my lot of thatch lying and near joining upon the west side of the said inclosure. Also my lot of land lying upon Ronconkomy plains. Also one fifth of all my right of thatch in Stony Brook harbor. These tracts are left to him for life, then

to his eldest male heir, and so by entail forever. In default of male heirs, then to my fourth son Joshua.

I give to my third son Caleb Smith a certain tract of land on the west side of Smithtown river, known by the name of Chipman's farm, with the improvements of said Chipman thereon, bounded east by the river, north by a tract of land laid out to Daniel Lawrence, southerly and westerly by a branch, containing about 55 acres, as appears by a Card dated June 28 1736. Also another tract joining to the south of the foregoing, bounded easterly and southerly by the main river, westerly by other lands laid out to me, containing 26 acres, as appears by a Card dated June 28, 1736. Also a tract of land lying and joining to the north of one of the forementioned, which I bought of my brother Solomon Smith, that was laid out upon the right of Daniel Lawrence, bounded easterly by lands laid out to Obadiah Smith, westerly by the long Lots, so called, containing 52 acres as appears by a Card dated June 29, 1736. I also give to my son Caleb the northern equal half part in quantity of a certain tract of land, the south half whereof I have above willed to my son Daniel, bounded easterly partly by Smithtown river, and partly by Chipman's farm, above mentioned, southerly and westerly by Commack line, northerly by the Long Lots, so called. Containing in the whole 1353 acres, as appears by a certain Card bearing date the 31 of July 1736. I also give him my share of meadow lying on the west side of Smithtown river, with my lot of land adjoining the same, whereon John Tillotson deceased lived, bounded north by Obadiah Smith's land, south by Aaron Smith. Also another lot joining to the west of the foregoing, bounded west by the path leading to the mills, south by Platt Smiths land deceased, which he purchased from the executors of Richard Smith deceased, Containing in the whole 100 acres. Also my lot of land and meadow on the west side of

Smithtown river whereon John Varguson now lives, with my lot of thatch adjoining the same. Also 1-5 of all my right of thatch in Stony Brook harbor. All these are entailed to him and his eldest male heirs forever.

I give to my fourth son Joshua Smith a certain tract of land, bounded south by Islip line, west by the river, north by the north east branch. It is usually known by the name of the Hauppauge Neck, Containing 893 acres as appears by a card bearing date May 12, 1736. And all the land leased and improved by Thomas and Timothy Wheeler. And also 1-2 of a certain tract of land in Islip joining south to the fore mentioned, which Capt. Richard Smith and I purchased of messrs. Thomas, Andrew and William Gibbs. Also a certain right of edging and Crick thatch on the east side of Smithtown river bounded south by Capt. Smith's old mill fence, and extending north the width of my lot of land willed to my son Daniel. Also 1-2 of a small inclosure of upland meadow and crick thatch, bounded north by the watering place before Jacob Munsell's door, south by the land of Jonathan Smith deceased, east by the highway. Also 1-2 of my lot of thatch No. 3, lying opposite to it in the river. Also 1-5 of all my thatch right in Stony Brook harbor. All these are entailed to him and eldest male heir forever.

I give to my fifth son Micah Smith a certain tract of land bounded southerly by the upper road leading from Smithtown to Brookhaven, northwest by Timothy Smith's farm, north by the Harbor, Containing 91 acres, as appears by a Card dated March 27, 1736. Also a lot known by the name of Point Rasapege, bounded north by Pig creek so called, southerly by the harbor. Also another lot in James Neck, known by the name of the North Swamp, which I formerly purchased of Richard Smith deceased. And another lot joining to my house lot, known by the name of the lower lot, bounded north by the swamp and

highway to James Neck. Also 1-2 of a certain inclosure on the east side of the river, bounded south by the watering place before Jacob Munsell's door, with 1-2 the meadow and thatch thereto belonging. I also give to my son Micah a tract of land on the east of Smithtown river, bounded south by Richard Blydenburgh's land which he purchased of Richard Willetts, west by the river, Containing 18 acres as appears by a card bearing date April 27, 1736. Also a lot butting upon the upper road to Setauket and running south to the Country road, containing 300 acres more or less. Also my lot of thatch at the Little Beach joining to Job Smith's lot upon the west, Also 1-5 of all my thatch in Stony Brook harbor.

Abstract of Deed for Hauppauge Neck.

Joshua Smith Sr to Joshua Smith Jr May 9, 1795. Farm at the place called the Hauppaughs, bounded west by the main river, south by the Islip line, east by a line from the Islip line to the head of the Long Branch, then down the Long Branch to the Northeast branch, then down the Northeast Branch to the main river, and down the main river to beginning.

Recorded in Suff. Co. Clerk's office, Liber C, p. 287.

Deed from Job Smith, Sr., to His Son Job.

[Abstract.]

To all Christian People to whome these presents shall come. I, Job Smith, of Smithtown, * * send greeting. Know ye that I Job Smith for and in consideration of the love and natural affection I have toward my well beloved son Job Smith, * * Do grant and convey unto him and

his heirs and assigns forever, one certain tract of land lying near the lower end of Stony Brook neck, containing 90 acres. And one half part of all the meadow att the pond situate on the west side of Stony Brook harbor, with all privileges, etc. May 3, 1715.

Witness

JOB SMITH.

RICHARD LAWRENCE,
BENJAMIN GOULD.

[The original deed is now in possession of Richard B. Smith, Esq.—W. S. P.]

Deed from Richard Smith (Son of Richard 2d) to His Brother Ebenezer Smith.

[Abstract.]

To all Christian People * * Know yee that I Richard Smith, son of Richard Smith deceased, In consideration of £500 do give grant and release to Ebenezer Smith all lands hereafter mentioned. One piece of 25 acres lying in Smithtown by ye Road yt goeth from ye Towne to ye old Mill, commonly known by ye name of ye new ground, as ye fence now stands. And one tract in the neck called the Pond neck, 50 acres, bounded east by ye harbour, north by the fence, west by the road yt goeth to the beach, south by land in possession of Job Smith, so to the pond and by the Pond to the harbor. Also one tract of land and meadow on ye west side of Smithtown river, bounded northerly by the land formerly given to Wm. Laurence, now in the possession of Aaron Smith, and west by Laurence's line 25 rods, thence southerly to the fence, and so southerly by the fence until it comes to the land in the possession of Jonathan Smith Esq., and by said land to the meadow to a certain creek, and by said creek

eastward to the river, as ye creek runs, thence down the river unto the first bounds. To have and to hold.

Feb. 5 1733-4.

Witness

R. SMITH.

WILLIAM JAYNE,

JAMES CHIPMAN.

[The original deed is in possession of Richard B. Smith, Esq.—W. S. P.]

Estate of Jonathan Smith 2nd.

Jonathan Smith 2nd died in 1744. By deed June 1, 1734 he conveyed to his son Plattt Smith, all his lands west of Nissequogue river. All the rest of his estate he left to his two daughters, Tabitha, wife of Nicoll Floyd, and Ruth, wife of Henry Smith. His homestead was at Nissequogue and was the same owned and occupied by his grandfather, the Patentee of Smithtown, and his estate included several tracts of land laid out to him on the east side of the river. By deeds of Lease and Release (the Lease dated June 29, 1744, and the Release dated June 30, 1744), Ruth Smith, widow of Henry Smith, sold to Nicoll Floyd, "All those lands and tenements that lye within the limits of Smithtown, that were given and bequeathed to the said Ruth Smith by the last will of her father Jonathan Smith deceased, bearing date the 10 day of October 1743." Price £750. The original deeds not recorded are now in possession of Mrs. Wm. H. Wickham, of New York. One half of the estate thus belonged to Nicoll Floyd, and the other half to his wife Tabitha, who died intestate Jan. 17, 1755, and her estate went to her oldest son Gen. William Floyd as heir at law. Nicoll Floyd died March 8, 1755 and left his lands in Smithtown to his son Charles Floyd, and left other lands to his son William on condition that he released to his brother Charles all right

to the estate of his mother in Smithtown. In accordance with this Wm. Floyd "of the manor of St. George" conveyed by deed July 17, 1761, to his brother Charles Floyd all his rights to the lands which he inherited from his mother in Smithtown. This deed unrecorded is now in possession of Mrs. Wm. H. Wickham. Charles Floyd died Sept. 27, 1774, intestate, and the estate went to his oldest son Gen. John Floyd, who held the whole almost intact till the time of his death, April 17, 1826. The homestead farm and most of the other lands were left to his son Jesse Woodhull Floyd. Among the lands laid out to Jonathan Smith was a tract of about 40 acres called (and still known) as the Blue Grass Lots. This was left to his son Richard Floyd, and are now owned by Richard B. Smith, Esq. Smaller tracts were left to other children. In 1842 Jesse Woodhull Floyd sold the homestead and almost all the estate to Joel L. G. Smith. It soon passed into the hands of Edmund Thomas Smith, and is now owned by his heirs.

PAPERS RELATING TO WINNECOMAC.

Indian Deed for Winnecomac.

This Indenture, Made ye first day of November in ye Tenth yeare of the Raigne of our Soverne Lord William the third, King of England, Scotland, France and Ireland, defender of the faith, & in the yeare of our Lord one thousand six hundred and ninety eight, betweene Wameas & Tuskin & Charles Pamequa of Secatugu in the County of Suffolk on the Island of Nassau, in the Province of New York in America of the one party, and John Scidmore and John Whitman of the other party of Hunttington, In the County & Province aforesaid, Wittneseth, ye said Wamous Sachem & Touskin & Charles Pamequa and all us hose names are underwritten, doth for the consideration of a considerable sum of good and Lawful money of the

Province allready Received and — In hand at or before the ye Inseling & delivering these presents, the Receipt whereof we the said Wameas, Tuskin Charles Pamequa doth hereby acknowledge, and themselves and each of them therewith to be fully Satisfied contented and paid, and of and therefrom and of and from Every Part and Parcell thereof Doth hereby acquitt, exonerate & Discharge ye said John Skidmore and John Whitman there heirs and executors administrators, and hath given Granted Bargained and Sould enfeofed released and confirmed, and by these Presents doth hereby give grant Bargain sell enfeofe release and Confirme to the said John Skidmore and John Whitman their heirs and assignes, forever, a Sartin Tract of Land lying on the east side of Hunttington pattent bounds, Called and known by the name Wenycommick bounded on the north side by Whitman's hollow, Running Eastward by the marked trees to the hed of the South west branch of Nesoque River, upon the East side upon A south Lyne to the pine Plains, upon the South side by the southward Pints of trees to Hunttington patent, lying on the west side to Whitman's hollow. This above mentioned tract of Land with all and singular the hereditaments and Appurtenances thereunto belonging as or by Timbers or in any ways appertaining, and all the rights title Interest Possession, property Claimes and demands whatsoever of them the said Wameas, Tuskin, Charles Pamequa made in and to the aforementioned Land and in and to all and every part and parcell thereof TO HAVE AND TO HOLD ye said land with the appurtenances unto the said John Skidmore and John Whitman, their heirs executors and administrators, To the sole and only proper use and behoof of the said John Skidmore and John Whitman their heirs and assigns forever. And the said Wameas, Tuskin, Charles Pamequa, Doth for themselves, their heirs their executors and administrators promise

covenant and agree to and with ye said John Skidmore and John Whitman their heirs and assigns that they the said Wameas Tuskin, Charles [Pamequa] now at ye Inselling and Delivering hereof, standeth and is soley only and Rightfully seized of ye said Premises, of good absolute and perfect title in fee simple to them their heires and assigns forever and that the Premises now are and forever after shall be and Remaine to the said John Skidmore and John Whitman their heirs and assignes free and clearly acquitted released and Discharged of and from all and all manner of other and former bargains, sales alienations, mortgages Judgments Executions Easements and all charges and Incumbrances whatsoever, and moreover that the said Wameas, Tuskin, Charles and their heirs here in before granted and mentioned promise unto the said John Skidmore and John Whitman, their heirs and assigns shall and will at any Time or Times, upon Request made, shall give any further Security as they the said John Skidmore and John Whitman or their Larned Councill In the Law thinks fit. As witness our hands and seales. Signed and delivered in the presence

Witnesses	CHIPPOSE his mark ×
EDWARD CAUSH	WAMEAS his mark ×
NATHANIEL KETCHAM	POMPOS his mark ×
ZEBULON WHITMAN	TUSKIN his mark ×
	MEMSOWORRON his mark ×
	CHARLES PAME his mark ×
	CATTONE his mark ×
	NAPANICK his mark ×
	PERWINEAS his mark ×

Memorandum, that on ye Sixth day of February annoque Domini 170½ Appeared before me John Wood one of his majesties Justices of the Peace for the County of Suffolk Wamohas Sachem and Tooskins and Charles Pamoqua and Choopons and Sawamos and Cottone, and doth

acknowledge this within written Conveyance to be their free and voluntary act and deed. Test. JOHN WOOD.

Warrant for survey date Sept. 12 anno 1702, Dec. 1 1702. Surveyed. Thos. Cordale Dept. surveyed Tract. NEW YORK 21 Dec. 1702. Perused.

AUG. GRAHAM, Surveyor Gen^l

Recorded in the Secretarys office in the booke of Indian Deeds &c beginning Anno 1691 folio 102. DAN HONAN Secretary.

Received of Capt. Thomas Higbie, John Skidmore and John Whitman the full satisfaction for a tract of land Comonly called Winna Commack I say Receeved by us whose names are marked are underwritten, and by order of the Rest of our natives for the use, which said tract of land lying being bounded on the Highway by Whitmans hollow, Stretching Easterly to the westernmost branch of Nesequage River, and Southerly to the brushy plains, to Hunttington Patent, and so up to the side of Whitmans Hollow northerly. I say Recd for us this 26 day of May anno 1705.

WAMEAS × his mark
CHEPOUS × his mark
NEPOWNICK × his mark
ROAUM × his mark
CHARLES PAMOQUA × his mark
SAWATOMAS × his mark
CHEPOUS × his mark
JOSEPH × his mark
HARY × his mark
CATOW × his mark
AROSHEIS × his mark
COWAMUTHIS × his mark
POMPOTT × his mark

Witness our hands

JOHN PEABODY
SAMONKA × his mark
JONAS WOOD
TIMOTHY CONKLIN.

[The above deed was recorded at the request of Charles Congreve, who seems to have become possessed of the rights of Skidmore and Whitman, though no deed is on record.—W. S. P.]

Patent to Charles Congreve.

Anne By the grace of God, of England Scotland France and Ireland Queen, Defender of the faith &c. to all whome these Presents shall come Sendeth greeting, Whereas our loving subject Charles Congreve Gent. by his petition to our right trusty and well beloved Cousin Edward Viscount Cornburg, our Capt. Generall and Governor in Chiefe in, and over our Province of New York and Territories depending thereon in America presented in Councill, Hath Humbly prayed our Grant or Letters Patent of a parcell of land lying ten miles east ward of the Towne of Huntington, on the Island of Nassau, beginning at Whitman's hollow, thence Running East and by South two hundred and eighty chains to ye southwest branch of Nesequage River, by a line of marked trees, marked by the Indians. Thence runing South and by West Eighty Chains to the pine plains, thence along the said Plains west and by South two hundred and ten chains to Hunttington bounds, thence along the said bounds North East and by North two hundred chains to the Place where it began, Containing in the whole Three thousand five hundred acres or there abouts, The which Petition we being minded to grant Know Yee that of our Especiall Grace certain knowledge and meer motion we have given Granted Ratified and confirmed, and in and by these pesents for our selves our heires and successors, do give grant Ratifye and confirm unto our said loving subject Charles Congreve, all that the parcell of land aforesaid lying and being ten miles Eastward of the Town of Hunttington on the Island of Nassau aforesaid, together with all and singular the

rights Libertys priviledges benefits advantages profits Emoluments and appurtenances, what so ever unto the said parcell of land and every and any part thereof belonging, or in any wise appertaining To HAVE AND TO HOLD, the said parcell of land and premises with appurtenances, thereby given and granted or within mentioned or intended to be hereby given or granted, as aforesaid, and every part and parcell thereof unto the said Charles Congreve his heirs and assigns, to the only proper use and behoof of him the said Charles Congreve his heires and assigns for ever, To be Holden of us our heires and successors in free and Common Soccage as of our Manor of East Greenwich in the County of Kent, within our Realm of England, Yielding and paying unto us, our heires and successors at our City of New York or to our Collector or Receiver Generall there for the time being, at or upon the feast day of the nativity of St. John the Baptist the rent or sum of twenty shillings, * * upon condition that the said Charles Congreve his heirs and assigns shall clear and make Improvements upon the said parcell of land within the time of two years, now next ensuing the date hereof. In testimony whereof we have caused the seal of our said Province of New York to these our Letters Patent to be fixed. Witness our Right Trusty and well beloved Cousin Edward Viscount Cornbury our Capt. Generall and Governor in Chiefe in and over our Province of New York aforesaid, and Territoryes depending upon the same in America and Vice Admirall of the same, & in Councill at our fort of New York aforesaid, the fifth day of May in the second year of our Reign, annoque Dom. 1703.

DANIEL HONAN, Secretary.

Deed from Charles Congreve to Rip Van Dam.

[Abstract.]

This Indenture Between Charles Congreve of the City

of New York, gentleman, of the one part, and Rip Van Dam of the said place merchant of the other part, Whereas our Sovereign Lady Anne × Queen of England &c by certain Letters Patent bearing date the 5th day of May 1703, × Granted unto the said Charles Congreve all that certain parcell of land lying ten miles east ward of the Town of Hunttington [*Here follows the full description, as given in the patent.*] Now this Indenture witnesseth that the said Charles Congreve doth hereby publish and declare that the full fourth part of the money and other effects laid out and paid for the purchase of the said parcell of land from the Indians native proprietors thereof was the proper money and effects of the said Rip Van Dam, and that the name of the said Charles Congreve was only used in the Letters Patent by the agreement of the said Rip Van Dam and others for the use and behoof of the said Charles Congreve, Rip Van Dam and others, And the said Charles Congreve in consideration of said of the said payment grants to the said Rip Van Dam, one equall fourth part of the said parcell of land, × In witness whereof &c

Nov. 22, 1703.

CHARLES CONGREVE

Deed from John Whitman to Rip Van Dam.

[Abstract.]

This Indenture made the 6th day of May 1707, between John Whitman of Hunttington, husbandman, and Rip Van Dam of the City of New York Esq. Whereas our Sovereign Lady Queen Anne, by Letters Patent dated May 1st 1703, granted to Charles Congreve, all that certain parcell of land lying ten miles eastward of Hunttington. [*Here follows the full description as in the patent.*] And whereas the said Charles Congreve certain Indentures,

hath granted, released and sett over to Thomas Higbie, John Skidmore and John Whitman of Hunttington, one equal half part of the said parcell of Land, Now This Indenture Witnesseth, that the said John Whitman, for a certain sum of money, hath granted to Rip Van Dam the full one third part of the one moiety of equall half part of the before mentioned land,

In witness &c
In presence of

JOHN KETCHAM
EPENETUS PLATT.

JOHN WHITMAN

Acknowledged before John Wickes Justice May 6 1709

Deed from Thomas Higbie to Rip Van Dam.

[Abstract.]

This Indenture made this 23d day of February 1712-13 between Capt. Thomas Higbee of Hunttington, Gentleman, and Mr. Rip Van Dam of New York—[*The deed gives full description of land as described in patent.*—Conveys “one equall sixth part of said land, with appurtenances.”

In pesence of

JOHN WICKES Jr
JEREMIAH HOBART.

THOMAS HIGBIE.

Received of Rip Van Dam for Mr. Charles Congreve Patentee, the sum of six pounds Proclamation money, in full for six years Quit rent due to his Majesty on 3500 acres of land situate at Whitmans Hollow in the County of Suffolk, at 20 shillings yearly at St. John's day. I say received the 23 day March 1722 in full to 24 June An. 1723.

ARCHIBALD KENEDY

Receiver Generall.

The whole Tract containing in all	3625 acres.
Rip Van Dam has 1812 }	1962
His son Richard 150 }	
Johnson and Higbie 720	720
Capt. Congreve 943	943
	<hr/>
	3625

Layd out & Devided the above parcell of land as it is delineated, and by agreement between the said partys as per the map or Card reference thereunto had may full and plain appear, as witness my hand the 20 march 1726.

ROBERT CROOKE,
Dep. Surveyor.

By these various purchases Rip Van Dam had 7-12
John Skidmore 2-12
Charles Congreve 3-12

[NOTE.—Rip Van Dam was a prominent merchant in New York, and Alderman of the North Ward, 1693-1695. His house was near the corner of Maiden Lane and William Street.—W. S. P.]

Suit of Executors of Timothy Tredwell against Elnathan Wickes, 1767.

[The complaint and answer in this case contain so many facts that they are a very important part of the history of Winnecomack. The original papers are now in possession of Elias Wickes, a descendant of Elnathan Wickes.—W. S. P.]

Abstract of Complaint of Mary Tredwell and Executors of Timothy Tredwell against Elnathan Weekes.

This complaint recites the original facts, and that Charles Congreve sold to Rip Van Dam 1-4 of his Winnecomack

Patent November 22, 1703, and that he also sold 1-2 the Patent to Thomas Higbee, John Skidmore and John Whitman Nov. 22, 1703. Thomas Higbee sold his 1-6 to Rip Van Dam Feb. 23, 1712. John Skidmore sold his right to William Johnson and Josiah Higbee. So Charles Congreve had 3-12, Rip Van Dam 7-12 and Johnson and Higbee 2-12. That in 1726 a division was made into 4 lots and a lot 57 chains wide at west end, and 20 chains wide at east end was laid out for Congreve 3-12, A lot 8 chains wide at west end and four chains at east end, was laid out for Richard Van Dam, son of Rip Van Dam, as they believed he had conveyed it to him, but Rip Van Dam afterwards purchased it back again. In 1731, one John Mott and others entered upon the lots of Rip Van Dam, under him, and built a small house on the lot marked for Richard Van Dam, near the north division line between that lot and the lot of Charles Congreve, and lived in the same quietly for some years, and then left it, and then one Isaac Totten entered into said house under Rip Van Dam and held the same some 7 years, and afterwards Rip Van Dam by deed November 2, 1745 sold the said lots to Timothy Tredwell for £1,200, the description being: Beginning at a stake standing in a line 97 chains distant from Whitman's Hollow, on a course S. 9 1-4 W., then running S. 75, E. 267 chains, then S. 9 1-2 W. 44 chains, then W. 0 1-2 N. to Huntington Bounds, 268 chains, then along Huntington bounds 113 chains to beginning, containing 2,076 acres. Some time before this Rip Van Dam employed one Ananias Carle, an ancient man, since deceased, as he was acquainted with the lands and knew the division made by Robert Crooke, to get the same re-measured. Whereupon in the beginning of 1745 Ananias Carle applied to one Samuel Willis, a surveyor, and went with him to survey the Patent and division lines, and he found that by the Patent the north line was 280 chains

long (though Crooke had only made it 250, though for what reason he knew not) and that laying it down that length would not interfere with any older Patent, to the eastward. He accordingly laid it down as 280 chains and then laid out the lot of Johnson and Higbee 40 chains at the west end and 16 chains at the east end, as said Robert Crooke had done in his survey. And next to that he laid the lot of Charles Congreve 57 chains at the west end, and 20 at the east end, as laid out in Crooke's survey. And at the end of 97 chains from the Hollow he stuck a stake for the division between the lot of Congreve and Rip Van Dam, and in running from thence to the east end of the Patent, the lines of marked trees, as marked by Crooke and Willis, agreed as exactly as could be supposed that two lines, run by two different surveyors, at such a distance of time could agree. And he laid out the lot of Rip Van Dam 103 chains wide at the west end and 44 at the east end, as Crooke had done, although by that means, the whole west line was 10 chains longer than it ought to be by the Patent, it being stated to be only 200 chains, and found the lot of Rip Van Dam to contain 2,076 acres as by original survey. And so Rip Van Dam in deed to Timothy Tredwell made the east and west lines longer than in the survey of Crooke. Soon after the purchase Timothy Tredwell entered into the same, and took possession of the said house, built by John Mott, near the north line between Congreve and Van Dam, and died seized of the same Nov. 6, 1749. He by will, dated June 2, 1747, directed the remainder of his estate, of which the lands of Rip Van Dam are a part, to be sold, and after paying debts, the remainder was to go to his wife Mary and his children, except his son Elias, and made his wife and Benjamin Tredwell and Zophar Platt executors. They found that Elnathan Wickes had taken possession and claimed 4 chains in breadth southward of the stake

set up by Willis, as the beginning of Rip Van Dam's lot, and 4 chains more than the 57 in Crooke's survey, and that took in the house and about 200 acres of land. And on their complaining he agreed to give it up, if they would give him a watering place on said land, which for peace sake they agreed to do, and expected an end of all trouble, but no agreement being agreed to by him, they began suit for ejectment. They admit that the original map of Robert Crooke is in their hands, and Zophar Platt says that some time before the suit he showed it to him, and a copy was made by one Solomon Ketcham.

Abstract of Answer of Elnathan Wickes.

Charles Congreve presented a petition for a Patent for lands at Winnecomack, and the Patent was granted. Sir Jeffry Jeffrys, late Alderman of London, loaned to Charles Congreve £10, Nov. 30, 1704. He afterwards loaned him £20, and then £70, and about the year 1707, Charles Congreve removed from London to New York. About 3 years after Sir Jeffry Jeffrys died, and by his will made Edward Jeffrys his executor, who made Adolph Phillipse his attorney. To secure payment of the debt, Charles Congreve and his wife Rebecca gave a mortgage for $\frac{1}{4}$ of the land, and on August 17, 1737, he conveyed the said $\frac{1}{4}$ in fee to Adolph Phillipse, who conveyed it to Edward Jeffrys April 28 in the 11th year of King George II. Edward Jeffrys died in 1740, and left the property to Jeffry Jeffrys who shortly after became a lunatic, and his wife Mary was made a committee of his estate. She and his father, Nicholas Jeffrys, by permission of Court made over to Isaac Levy, all claims against Charles Congreve, including the mortgage and release of equity, and he sold to Elnathan Wickes the $\frac{1}{4}$ of lands in Winnecomack. Rip Van Dam, Wm. Johnson and Josiah Higbee were tenants

in common with Charles Congreve, and on March 20, 1726, they by Robert Crook, surveyor, divided the Patent into 3 parts, and the share of Johnson and Higbee was to begin at a red oak tree standing in a place called Whitman's Hollow, and from thence to run S. 10 W. to a walnut tree marked with 3 notches on the north, east and south sides. And from the said red oak tree to run S. 59 E. along marked trees to a tree at the east corner of the Patent, then S. 11.15 W. to a white oak tree at the east extremity of the Patent, and from said white oak tree N. 67 W. to the walnut tree above mentioned. The part of Charles Congreve was to begin at the walnut tree, and from thence to run S. 10 W. to a white oak tree marked with three notches on the east, south and west sides, thence by a line of marked trees to a black oak, on the east bounds of the Patent, then N. 11.15 E. to the southwest bounds of the lot of Johnson and Higbee. The remainder of the Patent was to belong to Rip Van Dam. The parties agreed to abide by this, and articles of agreement were in the hands of Thomas Moon of Flushing, who upon demand, refused to let Elnathan Weekes see them. In 1750 he again demanded to see them and was told that he had given them to the executors of Timothy Tredwell. In 1755, the said Weekes sent his son to demand sight of them and Moon said they were in the hands of Zophar Platt, and he and Mary Tredwell also refused. And the title to Rip Van Dam's part was then claimed by Mary and Thomas Tredwell.

The controversy was settled by the following release from Elnathan Wickes.

Elnathan Wickes' Release.

To all to whom these presents shall come or in anywise concern, I Elnathan Wickes of Winnecomack in the

County of Suffolk yeoman send Greeting. Know ye that whereas there has been a long controversy between the said Elnathan Wickes of the one part and Mary Tredwell and others executors of the last will and testament of Timothy Treadwell deceased of the other part concerning the division line between Rip Van Dam and Charles Congreve, and the parties being now disposed and agreed to settle the said line in an amicable manner, the said Elnathan Wickes hereby agrees to give up all pretensions to the land in controversy. Now know ye that he the said Elnathan Wickes for, and in consideration of a release or quit claim from Mary Tredwell, Philetus Smith with Phebe his wife, and Hannah Tredwell all of Smithtown, of equal date with this release of quit claim of the lands to the northward of the division line hereinafter described and established, and also in consideration of an obligation of the said Mary Tredwell, Philetus Smith with Phebe his wife, and Hannah Tredwell, to leave one half acre of land common particularly described in said obligation, Have agreed to and with the said Mary Tredwell, Philetus Smith and Hannah Tredwell and established the division line between me the said Elnathan Wickes and the aforesaid Mary Tredwell Philetus Smith and Hannah Tredwell, to be and remain a division line between the said parties and their heirs and assigns for ever, To wit, Begining at a stake upon Hunttington Line, 57 chains distant from Johnsons southwest corner, and 97 chains distant from Whiteman's Hollow, thence running a straight line to the east end of the Patent, to a place 20 chains distant from Johnsons southeast corner, and 36 chains distant from the northeast corner of the Patent which is Johnsons northeast bound, which line runs 2 or 3 rods, a little more or less, to the southward of the present dwelling house of the said Elnathan Wickes. And the said Elnathan Wickes for the considerations aforesaid hath released and quit claimed all

claims whatsoever, To all the land southward of the division line above described. To have and To Hold it. * *

In witness whereof the said Elnathan Wickes has hereunto set his hand and seal the 11th day of February, 1768.

Witness ELNATHAN WICKES.

SOLOMON SMITH,
THOMAS TREDWELL.

Memorandum. That on the 29th day of April 1768, Then Elnathan Wickes took possession of all the controverted land lying between a line that runs from the west Bounds of Winnecomack Patent to the east bounds of the same, runing South about 75 degrees and 45 minutes East on a straight line which runs about 3 rods southward from Elnathan Wickes his dwelling house, where he now lives, Run by a meridional compass varying from the Arctick pole about 4 deg. 50 min. westerly, and a line that runs parallel to the afore said line, distant there from 15 rods and 2 links, and delivered the same unto Mary Tredwell and Philetus Smith and in behalf of themselves and Phebe Smith his wife, and Hannah Tredwell, and to their heirs and assigns forever, which Livery and Seizen was made in the presence of us who were present upon the premises when it was delivered into possession.

ZOPHAR PLATT SAMUEL WILLIS
THOMAS TREDWELL SOLOMON KETCHAM

[Abstract.]

Whereas John Mott Sr of Oyster Bay, did in the year 1731, purchase from ye Hon. Rip Van Dam, a certain tract of land on Nassau Island, and took into partnership Samuel Weeks and Michael Weeks both of Oyster Bay, who all three became bound to Rip Van Dam for the payment of £1210. All the parties agree to a mutual release, Mr.

Van Dam giving up all the bonds, and the others giving to Van Dam all the deeds for the said lands. June 9, 1734.

Witness

RIP VAN DAM.

WM. MOYLES

EPHRAIM WENDELL

[Abstract.]

Rip Van Dam Leases to Henry Bassett and Josiah Totten, 300 acres of land in Winnecomack, "200 acres thereof woodland and 100 acres bushy plains" with the 2 tenements there now erected. For the term of 8 years, Commencing August 4th 1734. Rent for the first 3 years 1 pepper corn, and for the other 5 years 25 bushels of wheat.

Patent granted Charles Congreve for a tract of Land in Suffolk County, 5th May 1703, at 20s. per annum.

AUDITOR'S OFFICE NEW YORK, May 19, 1791.

Received from Philetus Smith the sum of twenty six pounds, one shilling & 11 1-2d. (in stock created under the authority of the United States) which is in full for the Quit Rent and Commutation on the above Described Patent.

PETER S. CURTENIUS,

£26, 1, 11 1-2

State Auditor.

[Timothy Tredwell by will directed his executors to sell his lands in Winnecomac and they were sold to Philetus Smith.]

Abstract of Deed of Timothy Tredwell Smith of Kingston to Elias Smith of Smithtown.

Whereas Philetus Smith father of the above parties hath lately to wit on the 16 day of may instant, employed Capt. Timothy Carll of Huntington Surveyor to run out and

divide a tract of land known by the name of Winnecomac (being the land which Rip Van Dam conveyed to Timothy Tredwell, and which is now in the lawfull possession of said Philetus Smith) between said Timothy Tredwell Smith and Elias Smith, the children of said Philetus Smith, Now this Indenture witnesseth that said Timothy Tredwell Smith releases and conveys to Elias Smith all right and claim he may hereafter have in consequence of the will of said Philetus Smith, to the eastermost division of said tract of land, and Begins at a stake 98 1-2 chains from the northwest corner of said tract, in a course S 77 1-2 East, thence easterly on the same course 163 1-2 chains to a stake set in the corner of the fence or the easterly line of the Patent of Winecomack, thence S 7 W 44 chains to a heap of stones or the southermost corner of the Patent of Winnecomack, then S 88 W 165 chains to a stake in a course S 63 E from a pine tree blazed and marked on the west side T and on east side E. Then N 6 3-4 E. to place of beginning, Containing 1068 acres more or less.

Dated May 27, 1797.

TIMOTHY TREDWELL SMITH.

Witness

WM. SMITH Jr

ALEXANDER SMITH.

On the 23d 24th and 25th Days of April, and the 2nd and 3d days of May Anno Domini 1745. At the request of Capt. Ananias Carle, I have surveyed the Lott of Land Belonging to Rip Van Dam Esq. as Is Contained in this annexed figure, lying situated and being within the Patent of Winnecomack in Suffolk County about ten miles eastward of Huntington, And have corrected and amended what I have found eroneous, and Reduced the Bounds as Near the Truth as I could without Intruding into any mans property or prior title, and have Computed the said

lott now belonging to Rip Van Dam to contain about 2076
acres of Land. Performed by me

SAMUEL WILLIS

May ye 9, 1745.

Surveyor.

Whereas Some time after the Survey above said, there happened a dispute Between Elnathan Wickes that owned the lott adjoining to Van Dams Lott viz Charles Congreve's Lott, and the owners of Van Dams Lott, about the partition Line between said two Lotts, for the said Rip Van Dam sold his lot to Timothy Tredwell and was seized thereof sometime and makes his will and Dyes and by said will orders the said Land amongst other things to be sold for certain purposes therein mentioned. The executors neglecting to sell the same the Heirs at Law viz. Thomas Tredwell arrives to Lawful age and passeth a deed of conveyance to his mother Mary Tredwell, and his two sisters for the premises who are now possessed thereof in fee simple, and the Controversy was commenced in the Supreme Court at New York, and from thence moved into Chancery and in the mean time the said Elnathan Wickes seized himself of the lands in controversy, which was about 100 acres, being about 15 rods in width, and 267 chains in length, And whereas the said Elnathan Wickes finding the Law expensive agreed to yeald up the land in Controversy and pay the cost created in the case, and did release the same unto the said Mary Tredwell and to her two daughters as may further appear by the said Release under his hand and seal, And in order to have the matter fully Completed and the line resurveyed and run out the said Mary Tredwell, in behalf of herself and her two daughters applyed to Samuel Willis and Solomon Ketcham to Run out the Land and fix the partition Lines between the land claimed by Elnathan Wickes and the said Mary

Tredwell and her two daughters. Therefore on the 28 day of April we the said Samuel Willis and Solomon Ketcham begun the survey at the north west corner of Rip Van Dams Lott now the land of the said Mary Tredwell and her two daughters, and the southwest corner of the Lott of Charles Congreve, now claimed by said Elnathan Wickes, at a stake near a Large Stone at the corner being about 97 chains from Whitmans Hollow so called, near about where the path or road now goes, in a course as the Compass now points South about 8 degrees three quarters West, and 57 chains in the same course from Johnsons Southwest corner, of his land that lies in said Patent of Winacomack, Which said corner of Mary Tredwell and Company at the said Stone is about 15 rods and 2 links northward in the line from a white oak tree that Elnathan Wickes claimed for the southwest corner of said Charles Congreves Lott. And from the said corner of the stone we run the partition line between the land claimed by said Elnathan Wickes and the land of Mary Tredwell and her two daughters by a line of marked trees as the Compass now points S 75 degrees 3-4 E. 267 chains to the east end of the Patent, there to an oak tree marked for a corner between Congreves Lott and Rip Van Dam's Lot, and thence to run as the Compass points N. 8 3-4 E 20 chains by old marked trees to another oak tree marked for a corner between Congreves Lot and Johnsons Lot, then continuing the same course 16 chains to the Southwest Branch of Nissequage river near a place of Springs called by the Indians Happogs* and agreeing with the place

[*The above shows very plainly the meaning of the Indian name now spelled "Hauppauge." This name, which properly belongs and applies to the springs at the head of Nissequogue river, has been extended to a village and district some ways to the east ; and the land between the main river on the west, and the "Long Branch" on the east has always been called "Haupt-

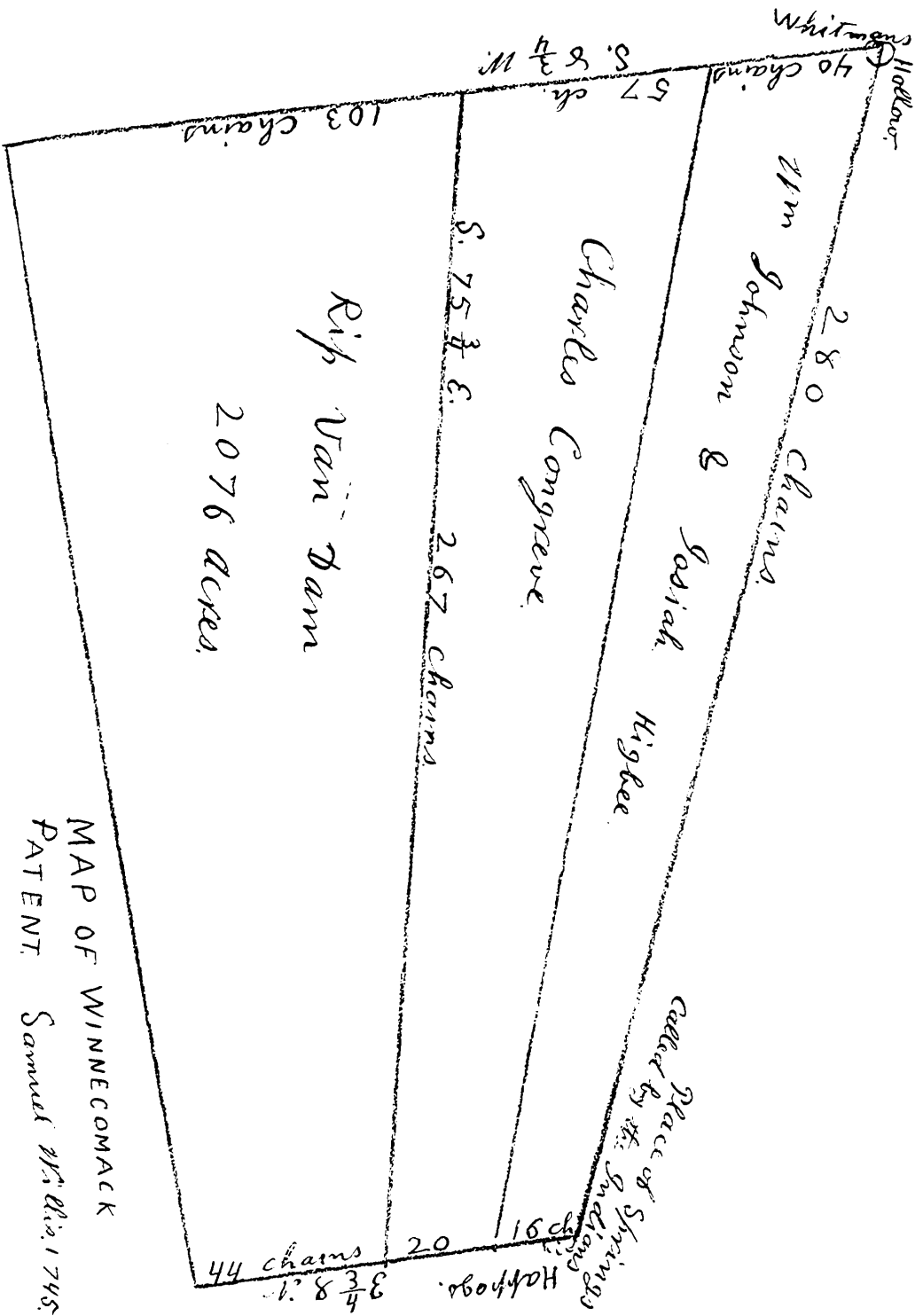
Described by Winecomack Patent. After we had run the lines above said we returned to the home of Elnathan Wickes, and the said Elnathan Wickes Delivered the possession and Seizin of the land that had been in dispute between them Joyning to the south side of the line of marked trees that we run, unto the said Mary Treadwell in behalf of herself and two daughters by Turf and Twigg in the presence of four witnesses, which was entered upon the release that Elnathan signed, and the witnesses subscribed, to the same Viz. Zophar Platt, Thomas Tredwell Saml Willis and Solomon Ketcham. And there was half an acre of land laid out before the house of Elnathan Wickes on the south side of the line we run, being 27 rods long and 3 rods wide Including Elnathan's well and cyder mill and press, Which said half acre was to lye Common for said widow Mary Tredwell and her daughters and their heirs of the one part and Elnathan Wickes and his heirs of the other part, Which was also laid out the 29 day of April A. D. 1768. Prepared by us.

SAMUEL WILLIS, Surveyor
SOLOMON KETCHAM

[This is written on a piece of paper attached to the map.]

NOTE.—The map and survey of the Winnecomac Patent, and many of the original papers, are now in possession of the heirs of ————— Arbuckle, who purchased the eastern part of the tract formerly owned by Philetus Smith.]

pauge neck." In a mortgage from Andrew Gibb to Richardson, in 1703, of land in Islip, the place is called "Winganheppoge or ye pleasant springs." According to Dr. William Wallace Tooker the name is originally "aup pe acke," a flooded or overflown water place. Hence springs that flow out and cover the land.—W. S. P.]



MAP OF WINNECOMACK
 PATENT Samuel W. No. 1745.

Extract of the award made by Jacamiah Brush Esq., John Stratton and Ebenezer Platt, arbitrators in a dispute between Caleb Smith Esq. of the one part and Gilbert Wickes & Benjamin Kennedy of the other, on the 9th day of March 1791.

In order to find an object on the identical spot of ground, or as near as may be, where the corner of the Winnecomack Patent meets the corner of the Smithtown Patent in Whitman's Hollow (so called) We do award and order that the line which was run in the year 1736 from a path called Willets path, to Whitman's Hollow being a West course, agreeably to a survey then made by George Townsend of the tract of land laid out to Daniel Smith, on the division made among and between the Proprietors of Smithtown, and which was marked out by a range of trees marked, where it strikes the line in Whitman's Hollow which divides the town of Huntington from the town of Smithtown and from the Patent of Winnecomack, shall be deemed the spot where the old corner Bounds dividing Smithtown from Winnecomack formerly stood, and that from that spot or corner bounds where the said west line strikes Huntington line, a straight and direct line shall be run to a Bunch of maple saplings standing and growing at the head of Nissaquage river, which last mentioned line so running from the said spot in Whitmans Hollow to the said Bunch of Maple saplings at the head of the river, shall forever hereafter be deemed and accounted to be division line between the said land of the said parties. But it is not the meaning of us the said Arbitrators that anything in the award should be deemed or construed to affect the property or soil right of a small gore of land lying in Whitmans Hollow, which the said Caleb Smith purchased of Van Hackly Robbins, and has now in his possession, and which falls on the south of the said division line. The above is a true extract of the original award

deposited with me. Test. EBENEZER PLATT one of the arbitrators.

[The above was found among the papers of Mr. Robert B. Smith.—W. S. P.]

[It will be seen by the foregoing documents that the part of the Winnecomack Patent owned by Wm. Johnson and Isaiah Higbee ($\frac{1}{6}$) was laid out on the north side. Concerning the history of this part we have very little knowledge. The west end of it, about 1780, was owned by one Van Hackley Robins, who sold a piece at the northwest corner to Caleb Smith. On Jan. 15, 1768, George Muirson, Sheriff, by virtue of a writ of *Fieri Facias* "against the lands of Azariah Wickes deceased, who died intestate," sold to Josiah Wickes, Jr., "A piece of land bounded west by land of Edward Johnson, north partly by land of George Wiser, and partly by land now in possession of Caleb Smith, east by the river or Wm. Nicoll's land, south partly by land of Justice Elnathan Wickes, and partly by land lately belonging to George Wiser, containing 250 acres." Price, £140.

The original deed is now in possession of Mrs. Charles Hilton Brown. This piece is evidently the extreme eastern part of the Johnson and Higbee tract, and is the land next east of the farm of Richard H. Handley, which may include a part of it. The land of George Wiser is probably now owned by Mr. Handley. A family named Nichols owned a tract here in the latter part of the last century, and the homestead of Paul Nichols is now part of the land of Mr. Handley.

The lot of Charles Congreve, which was sold to Elnathan Wickes, or a large part of it, is still owned by the Wickes family.—W. S. P.]

Head of Nissequogue River.

Some time in the summer of 1788 or 1779, Philetus Smith and Treadwell Smith called on the subscriber and requested him to take a ride with them to find the head of Smithtown river. Agreeable to their wish I went with them, and when we got there, or near the place, we were joined by Judge Caleb Smith, Benjamin Kennedy, Gilbert Wickes, Moses Wickes and others, which I do not distinctly remember, but think Benjamin Nicoll and some of

the Wheelers. After walking round the swamp and conversing together for some time about the head of the river, one of the Company went and marked a bunch of maple sprouts or small saplings, which I suppose from their conversation was meant for the Head of the river.

MILLS PHILLIPS.

Taken and sworn to this 18 day of march 1812 before me JOSHUA SMITH one of the Judges of Common Pleas for Suffolk County.

[Original now in possession of Mrs. Charles Hilton Brown.]

Lottery for Church.

Smithtown, January 31, 1757. With a humble reliance upon Almighty God, the Supreme orderer and disposer of all events, for success in so laudable an enterprise we do cheerfully contribute the several sums of money hereafter annexed to our names to purchase Tickets in Mr. Avery's Lottery, the fortune of which tickets shall be appropriated to the maintenance of a Godly Learned Orthodox Presbyterian minister of God's word in Smithtown and no other use. To be appropriated in such a manner as we shall hereafter agree upon amongst ourselves in case such Tickets shall any of them prove fortunate.

	shillings	Job Smith	12
Obadiah Smith	12	Daniel Smith	15
Obadiah Smith Jr	10	Charles Floyd	11
Philetus Smith	8	Richard Smith	10
Mary Tredwell	8	Epenetus Smith	10
John Platt	3	Obadiah Smith	10
Eliphalet Platt	2	Nathaniel Smith	3
George Bhillips	10	Edmund Smith	10
Daniel Smith Jr	11	Jonas Platt	8
Elnathan Wickes Esq	6	Israel Saxton	1
Othniel Smith	10	Jacob Longbotham	2
Richard Blydenburgh	3	Jonas Mills	5
		Jonathan Mills	3
			<hr/>
			£9 3s

Smithtown Sept. 5, 1758. The within collected money has been employed in the following manner.

Purchased in the New York Lottery in 1757 three tickets £4, 10s.

The fortune of which tickets was £8, 10s.

Purchased in the New York Lottery in 1758 6 tickets, £9, 00s.

The fortune of which tickets was £4, 5s.

Purchased in Mr. Avery's Lottery in 1758 2 tickets, £3, 0s.

The fortune of which was £3, 0s.

The whole stock at present £8, 8s.

A BOOK OF THE
Survey of the Meadow on the Long Beach

AND ALSO THE

Thatch Beds in Stony Brook Harbor,

WITH THE

SEVERAL RETURNS OF THE SURVEY AT LARGE

AND THE

MANNER OF THE DIVISION THEREOF AMONG
THE PROPRIETORS OF THE SAME.

Done in the year 1757.

In Pursuance of certain articles of Agreement made between the Proprietors of Smithtown bearing date the 13th day of March, Anno Dom 1735, we have laid out the meadow on the long Beach in the following manner (viz), Beginning at the East line of Daniel Smith's share of thatch by a white oak tree on the Beach, and running thence south one chain and twenty five links to a stake by a cove of meadow, and thence South to porpoise channel, and includes the meadow lying westward of the said south line in the cove of the beach, and the width of it is to extend from the said stake east ten degrees and thirty minutes north, fifteen chains and thirty seven links to a stake bearing south of a marked white oak tree on the beach, and so [to] extend south to porpoise channel, including all the meadow and thatch to the said channel, from the woods. Number two begins at the last mentioned stake and runs north five chains and seventy six links, to a Cedar Bush, and includes a cove of meadow lying in the Beach westward of the north line, and from the same cedar bush runs east eleven degrees north, fifteen chains and ninety five links, to a stake bearing south of a cedar tree, which is marked for a direction to find the said stake, and from thence south to porpoise channel aforesaid. The Lot Number three contains all the meadow and thatch eastward to the Harbour's mouth. The Lot Number one we have divided into two parts, beginning at the first mentioned stake and running East ten degrees and thirty minutes north, six chains and eighteen links to a white oak sapling marked, and then South to the channel and this part we lay out and adjudge to the right of Joseph Smith deceased, and from the said sapling running the same course nine chains and thirty seven links, and then South to the channel aforesaid, we lay out and adjudge to Samuel Mills on the right of Samuel Smith deceased. We lay out and adjudge the lot number two

wholly to Edmund Smith on the right of Adam Smith deceased.

The lot number three we have divided into two parts, beginning at the stake south of the cedar and running East thirty three degrees and a half north, eleven chains and twenty four links to a cedar bush marked, thence South sixteen degrees and forty minutes west to the channel, and this we lay out to Job Smith on a right devised to him by his father Job Smith deceased, and the remainder of the lot to the harbour's mouth we lay out and order to the right of Richard Smith of Stony Brook.

And furthermore the meadow on the said beach lying westward of the above division we have divided into three other parts or shares in the following manner. Beginning at a wild cherry tree on the beach toward the west end for a fixed bound, and running South two chains and fifty links to a stake to divide between the meadow and the thatch, then east nine degrees south three chains and seventy six links to a stake, thence east twenty four degrees south nine chains and seventy two links to a stake, then east twenty seven degrees north, three chains and seventy links to a stake, thence East thirteen degrees South four chains and sixty nine links to a stake, then East eleven degrees and thirty minutes north thirteen chains and forty eight links to a stake, then east six degrees north four chains sixty three links to the east line of Daniel Smith's share of thatch aforementioned.

In order to divide it into three parts or shares we began at the East bound of Daniel Smith's share of thatch aforesaid and run west nine degrees South five chains and twenty seven links till a white oak tree on the beach marked bears north, and this we lay out equally to Richard Smith of Stony Brook, and Capt. Job Smith. We then ran the same course nine degrees South six chains and seventy two links till a cedar tree on the beach marked

bears north, and this we lay out equally to Samuel Mills and the right of Joseph Smith deceased. We then run west twenty seven chains and forty four links to the first south line, and this we lay out to Edmund Smith on the right of Adam Smith deceased. Always reserving and saving unto the present and all future owners of the said meadows the liberty and privilege of going across the said Divisions and getting off the hay, each one to his respective lot or share. And also this same liberty to and privilege to extend to the Division of the Beach Great thatch bed, which follows next. Both the above Divisions of meadow are particularly described in the Cards No. 1 No. 2.

RICHARD WODHULL
JOHN HALLOCK
WM. NICOLL, JUNIOR.

A Division of the Beach Great Thatchbed.

In pursuance of the articles of agreement made by the Proprietors of Smithtown, bearing date the 13th day of March Anno Dom. 1735, we have laid out the great thatch bed called the Beach great thatch bed, in Stony Brook harbour, and a small Island next the beach with the edging of thatch along the beach (to extend no farther northward than to the Division of the meadow on the beach which we have already laid out and above described) into seven shares and that nearly according to the Survey thereof made by George Townsend and others as the proprietors aforesaid seem desirous to have that survey made good. And in order to fix and ascertain the bounds of the said Division we have marked a black oak crotched tree on Rasapeage point by the foot of the beach on four sides, and with three chops, standing between two white oak saplings and a birch tree a little westward, all marked,

and from the said black oak tree we ran East fifteen degrees north seventeen chains and sixty eight links, to a stake which we fix for the East bounds of lot No. one, and from thence to run south to the Porpoise channel, including all the thatch westward of the said South line with two small islands at the west end of the said thatch bed, to be added to the first lot. The second lot begins at the said stake of Number one, and runs North seventy six degrees East, three rods and a half, then East five degrees South sixteen rods to a stake No. two. The third lot begins at No. two and runs East five degrees South sixteen rods, then north twenty two degrees East, thirteen rods, then East eighteen degrees north two rods to a stake No. three. The fourth lot begins at No. three and runs East eighteen degrees North twelve rods, then East sixteen degrees south eleven rods and a quarter to a stake No. four. The fifth lot begins at No. four and runs east sixteen degrees South twenty two rods and three quarters to a stake No. five. The Sixth lot begins at the stake No. five running East sixteen degrees South six rods, thence south forty eight degrees East, twenty six rods, then North seventy two degrees East fourteen rods to a stake No. six. The seventh lot begins at No six and runs north seventy two degrees East twelve rods, then East five degrees South, twenty eight rods, then East twenty degrees North one rod, then East seven degrees North thirty rods, thence South to the Channel. All these seven lots are to run parallel south lines, across the said thatch beds, creeks and islands to the porpoise channel, and there to be bounded by it; and on the north they are bounded by the meadow we have already laid out on the long beach.

In order to proportion the above Division among the several owners, we divide the lot No. one into six parts, according to the survey made thereof by George Townsend, beginning at the south end of the lot and extending

the several parts westward across the same. The first part we lay out to Job Smith on the right of Richard Smith of Stony Brook, the second part to the right of Joseph Smith deceased, the third part with the great island to Job Smith on the right of Aaron Smith, the fourth part to Timothy Smith with ye little island. The fifth part to Job Smith on his own right, and the sixth and last part we lay out to Job Smith on the right of James Smith.

Lot No. two we divide into three equal parts on the right of Justice Richard Smith deceased, and [we] lay out two third parts on the west side of the same to Capt. Richard Smith, to extend north and south the length of the said lot, and the remaining third part we lay out to the right of Ebenezer Smith deceased, brother of the aforesaid Capt. Richard Smith.

Lot No. three we lay out in two equal parts on the right of Samuel Smith, according to the Course of the lot, and the westward half of the same we again divide into three Parts, and lay out the first third part on the west side of it to Isaac Mills, the next third part to Timothy Mills and the other third part to Jonathan Mills, all on the right of the said Samuel Smith. The remaining half of the whole lot we again divide into two shares, according to the course of the lot, and the west half we lay out to the right of Joseph Smith deceased, and the other half part to Obadiah Smith; both the last shares are likewise laid on the right of the same Samuel Smith.

Lot No. four we lay out and adjudge wholly to the right of Jonathan Smith deceased.

Lot No. five we lay out on the right of Deborah Lawrence in the following manner. First we lay out and order one sixth part thereof on the west side of the lot following the course of the lot to Daniel Smith Junr. the remaining part of the lot we have divided into seven parts

or shares, and lay out the two westward shares to Daniel Smith Senior, and the next two seventh shares to Capt. Richard Smith, and then one seventh share to Job Smith, and the remaining two sevenths shares are _____ all on the right aforesaid.

Lot No. 6 we divide into three parts or shares, and the first third part we lay out to Edmund Smith on the west side of the lot running the course of the lot, and the next adjoining third part to Floyd Smith, and the remaining third part to Thomas Smith, all on the right of Adam Smith deceased.

Lot No. 7 we lay out and adjudge to the right of Daniel Smith senior, on the right of his father Daniel Smith deceased. This division is made nearly agreeable to the Card of the said Thatch bed made by George Townsend, No. three.

RICHARD WOODHULL
JOHN HALLOCK
WM. NICOLL JR.

A Division of the Great Thatchbed.

In Pursuance of the articles of agreement made between the Proprietors of Smithtown, bearing date the 13th day of March anno Dom. 1735 we have laid out the thatch bed called the great thatch bed in Stony Brook Harbour, into seven parts or shares, and that nearly according to the survey thereof made by George Townsend, as the said Proprietors seem desirous to have that Division stand, which we therefore confirm with the following alterations set down in a Card of the Courses made by us No. 5, which we were obliged to make in order to fix the Bounds of the said Division, as the bed was worn away in sundry places, and but few of the ancient bounds could be found. We began in the middle of a small creek which runs across the

said thatched on the western part of it, which was Mr. Townsend's first station, and run from thence East eight degrees north four chains and ten links, Then East twenty five degrees north two chains to a stake No. one and thence north across the thatch bed, and all westward of the said north line we allow to the first lot, except what has been made to the said bed on the north side, and we shall otherwise lay out. The second lot begins at the stake No. one, and runs East thirty three degrees and thirty minutes north twelve chains and sixty links to a great stone No. two. The third lot begins at the said stone and runs East twenty degrees north eight chains and ninety seven links to a stone No. three. The fourth lot begins at the last stone No. three and runs East five degrees north seven chains and thirty six links to a stone by a small creek, No. four. The fifth lot begins at the said stone and runs east three degrees twenty minutes north six chains and twenty five links to a stone No. five. The sixth lot begins at the last mentioned stone and runs East six degrees North six chains and fifty links to a stake No. six, All the lots to be divided by north lines, from the bounds above described at the south side of the thatch bed, running north across the same to porpoise Channel, except what is above excepted. The lot No. seven contains all the remaining part of the said bed eastward of the lot No. six, and the thatch bed called Samuel Davis' island is also to belong to the said seventh lot. This Division we do lay out and adjudge to the rights of the several Proprietors in the following manner.

Lot No. one we lay out on the right of Jonathan Smith deceased. Lot No. two we lay out on the right of Deborah Lawrence in the following manner, first we lay out to Daniel Smith Jun. the westernmost equal sixth part of the said lot running the course or length of the said lot, and the remaining part of the lot we have divided into

seven parts or shares, and lay out two of the westernmost parts thereof to Daniel Smith senior, and the next two seventh parts we lay out to Capt. Richard Smith, and the next seventh part we lay out and order to Job Smith, and the remaining two seventh parts or shares are — — all on the right of Deborah Lawrence.

Lot No. three we lay out two acres of this lot to Thomas Smith on the westernmost part thereof running the course or length of it, and the remaining part of it we lay out to Floyd Smith, it being all on the right of Adam Smith deceased.

Lot No. four we lay out on the right of Job Smith deceased, and divide the same into six parts or shares, beginning eastward and numbering westward, and the six shares we lay out to the following persons. To Edmund Smith on the right of Joseph Smith the share No. one. To Richard Smith of Stony Brook, on the right of Job Smith, bought of James Smith the share No. two.

To Timothy Smith the share No. three.

To the right of Aaron Smith, the share No. four.

To Richard Smith of Stony Brook on his own right, the share No. five.

To Richard Smith aforesaid on the right of Job Smith, the share No. six.

Lot No. five we have laid out on the right of Samuel Smith deceased, into two equal parts according to the course of the lot, and the westward half we divide into three equal parts and lay out and order the first third part on the west to Isaac Mills, the second third part to Timothy Mills, the other third part to Jonathan Mills on the right of the aforesaid Samuel Smith. The remaining eastward half of the lot we divide into two equal shares according to the course of the same, and order and lay out the western half of it on the right of Joseph Smith deceased, the other half part of the same we lay out to

Obadiah Smith, all on the right of the said Samuel Smith deceased.

Lot No. six we lay out on the right of Justice Richard Smith deceased, and do adjudge and lay out the westernmost two third parts of the lot to Capt. Richard Smith, and the remaining eastern third part of it we lay out to the right of his brother Ebenezer Smith deceased on the same right aforesaid.

Lot No. seven we lay out and order to Daniel Smith senior, on the right of his father Daniel Smith deceased, son of Richard Smith senior deceased. This division appears in a plan made thereof by George Townsend No. 4 and also in a card of the courses on the South side of the thatch bed made by us No. 5.

RICHARD WOODHULL
JOHN HALLOCK
WM. NICOLL, JUNR.

A Division of the Thatch Bed called Edmund Smith's Thatch Bed, in Stony Brook Harbor.

In pursuance of certain articles of Agreement made between the Proprietors of Smithtown bearing date the 13th day of March anno Dom. 1735, we have laid out the Thatch Bed called Edmund Smith's Thatch bed, (except twenty acres) into seven shares or lots, according to the survey made thereof by George Townsend, and also a card of the courses made by us, as the Proprietors are likewise desirous to have that division stand, as far as may be. The first lot begins at a certain stake, being the north east corner of the said Edmund Smiths twenty acres as it is called, running west eight degrees north to another stake on the westward part of the said thatch bed, taking all northward of the said line for the first lot. The second lot begins at the aforesaid corner or stake, and runs west