

BLACK WALNUT ISLAND

This indenture made the 18th day of January 1779 between William Wickham of the county of Orange in the precinct of Goshen attorney at law of the one part, and John Owen of the same place of the other part witnesseth that the said William Wickham in consideration of the rents covenants and agreements hereafter reserved and contained on the part of John Owen to be kept and performed hath demised granted and to farm let and by these presents doth demise grant and to farm let unto the said John Owen all that tract of land situate in the drowned lands in the said precinct commonly called Black Walnut Island tract.

To have and to hold the said Black Walnut Island Tract to the said John Owen his executors administrators and assigns from the first day of this present month of January for and during the term of seven years from thence next insuring and fully to be compleat and ended yielding and paying therefore forty five bushels of wheat per year the wheat to be delivered on the first day of March in every year.

And the said John Owen for himself his heirs executors and administrators doth covenant promise grant and agree to and with the said William Wickham his executors administrators and assigns, that he the said John Owen will make a bridge from Black Walnut Island across the Wall-kill for the purpose of cattle crossing and recrossing at his own expense except that the said Wickham will give the cedar as it stands to the said Owen for that purpose.

That no cattle shall be taken to be kept on the said island except 9 or 10 head which the person who may live upon the said island may keep. That the ten cows which the said Wickham is to put on the said island the said Owen will deliver to the said Wickham five firkins of butter annually with the ten calves, the calves to be kept in the same manner as those on the said island belonging to said Owen.

Wickham is to be at the expense of wintering the cows. It is agreed by the parties that there shall be put on every spring during the said seven years at least forty hogs which shall be at the joint expense and risqué of the parties and in every fall the said hogs shall be divided. It is also further agreed that each of the parties shall be at liberty to put on the said island thirty head of cattle. The ten cows to be furnished by said Wickham to be included in the said thirty. All the said Wickham's said thirty are to be delivered as early in the spring as may be suitable at the house of said Owen and in the fall when they are obliged to quit the said Drowned Lands, the said Wickham is to take delivery of them at the said Owens house.

It is further agreed that the whole of the said island may be cleared by the said Owen except twenty acres which is to be kept entire for wood land and no wood is to be cut in the said twenty acres during the said term. The said Owen agrees to take but four crops off the new land which he may clear, and from the other land only one crop in three years. And whereas the said Owen proposes from time to time to purchase poor cattle and put on the said island and to dispose of the same at proper opportunities.

It is further agreed between the parties that such purchases shall be at their joint expense and risqué and the said Wickham is to pay the said Owen the one half of the account he shall be at in

making such purchases and sales The said Owen further covenants and agrees that he shall be at all the care and expense of taking care of the whole of the sixty head of cattle and all the hogs and that the said Wickham shall not be at any kind of trouble or expense on account of the said cattle or island during the said term. That he the said Owen will pay the taxes that may be affixed on said island, and will not assign the island to any person without the leave of the said Wickham.

And at the end of the said term will deliver up peaceable proportion of the premises to the said Wickham his heirs or assigns. The said Wickham further agrees to pay one half of the taxes which the said Owen shall pay for the said island. In witness whereof the parties to this presents have hereunto interchangeably set their hands and seals the day and year first above written.

Sealed and delivered in

The presence of