

Schenectady, N.Y.,
February 8, 1928.

Mr. Wm. Dalton,
Hardin's Crossing,
R.D.#2, Schenectady, N.Y.

Dear Mr. Dalton:

Our three Lake George lot lines were fixed by old deeds many years before we acquired the property, and were, therefore, not located by any plans at the time we acquired the land, and while the lines are fairly logical for three parcels, they are plainly at variance with the natural lay of the land for two pieces of property. It is now obvious that any division that neglects to recognize the hill in the center as a natural barrier between the two properties is sure to result in trouble for both parties.

I was happy to labor long and hard to find you a place on Lake George, with no thought of self-interest, and when the transfer of land was made to the three of us, the original deed was made out in your name to simplify the transaction. It is also a fact that you acquired slightly more than half the land and paid something less than half the total money required. It is also a fact that both the north and south parcels have cost to date per acre, more than your center strip, all of which is reasonable under the circumstances.

Answering your letter of the 6th more specifically. About five years ago, Mr. Roosevelt expressed willingness to transfer his strip of land to us, and I was amazed to find you insisting on having all the additional 160 feet of shore land, and all the protection which it gave to your property, and yet unwilling to concede to me any additional protection on my side of the hill. The only recourse left for me was to buy a half interest in the north strip, although located on the other side of the hill from my property, and take my chance on you or your heirs recognizing the wisdom, if not the justice, of my claim, all of which was explained to you at that time. Your unwillingness to recognize the fairness of my request made a decided "issue" of our lot lines, my camp being less than 60 feet from the line, and your attitude cast a shadow over our relations.

A few months ago Mrs. Dalton expressed in writing to me her dissatisfaction with our joint ownership, and made me a proposition which I accepted also in writing. Sometime later you and Mrs. Dalton and myself made a special

Mr. Wm. Dalton

-2-

2/8/28

trip to the Lake and measured up the proposed division of land, locating the change in lines, and I understood, we were in agreement. The question has since been discussed several times, but not pleasantly.

With further reference to your proposition of February 2nd. Your land from the top of the hill north, is vitally effected by any use made of the land we own jointly, and it is therefore easy to see that if I should buy your half interest, and carry out the terms you impose, it would be to your advantage, with no possible benefit to me whatsoever, or benefit to my property on the other side of the hill. I would virtually have to tie up ten or twelve thousand dollars to improve the property the way you want it, and allow you to decide who and what use would be made of it. I hardly need to comment further on such a one-sided proposition.

I am writing this to you at your request; also as a memorandum to my heirs to aid them in understanding this situation and to help them avoid similar difficulties should this property still be a part of my estate at the time of my death.

I do not want my Lake George life depressed any longer with such questions, and I will in the next few days collect my papers on this subject and file them for all time, erasing as far as possible the subject from my mind, and you can do likewise with perfect assurance that the question will not again be raised by me.

Very truly yours,

J. S. Apperson:B

Not mailed

Schenectady - Feb. 18, 1928

Mr. Wm. Dalton,
Schenectady, N. Y.

Dear Mr. Dalton:

Regarding yours of even date. I am handing Mr. Hollister my check, and will hold the deed without recording for several weeks to allow mature consideration of any unsettled questions.

No doubt you will recall several occasions when you insisted on considering the Roosevelt transaction independently of any relation that we might have between our other properties, and I finally accepted your offer to sell with the assurance that I was free to use or dispose of the property in any way I might find necessary. It, therefore, appears that our Gentlemen's Agreement no longer applies to the Roosevelt property, but nothing has been done to release us from our Gentlemen's Agreement to give each other an opportunity to buy the central or south strip when we wish to sell.

It is hardly possible for me to add anything to what you already know about our property, since we have both worked eight years to beautify it, but I am impressed with the fact that it will now be necessary for us to mutilate and so conduct our affairs that it will be more of a jumping off place than a place of rest and recreation, and whatever I do will be done after very careful consideration of your interest, providing I am not forced to act from circumstances.

Among other things of course, I will have to construct a road down through my narrow strip of woods to avoid reaching my property over your land, and no doubt you will in like manner wish to have a road to your property over your own land which will necessitate further cutting out of trees, also as indicated in one of your previous letters, you will have to mar the natural beauty and charm of your lake front by erecting a boat-house which also affects my property.

I mention all these things merely to remind both of us that we are starting on an entirely new basis as far as preserving the restful features of our property.

Very truly yours,

J.S.A.

October 2, 1928

This is to acknowledge receipt of check from Mr. Alexander Kilgour Christie, for _____, in consideration of which I hereby agree to deliver to him in ten days, deed, unencumbered, to property located on Huddle Bay, Lake George, County of Warren, State of New York; said land being recently owned by Mr. Hall Roosevelt, and formerly known as the Lakeview property, consisting of two parcels, the southern boundary of which is referred to in deed as the Paroda property.

In addition to the foregoing, it is understood that I will also convey in this deed a strip of land, 100 feet wide, known as part of the Sexton property. The restrictions against commercial use of this strip as now appearing in the deed, will also apply to the other two parcels of land to be conveyed.

It is further understood that the deed to be conveyed will contain a clause prohibiting the erection or maintenance of more than three one-family camps or residences on the land, or two such camps in addition to the building now on the property *and necessary outbuildings.*

It is further understood that the deed will convey the right to use the water now running to the property, and that similar privilege will be reserved to use the spring located on the property being conveyed.

The question of reservations against erection of structures on the south-east corner of said property will be left open for mutual agreement, it being understood that reservations will apply equally to both sides of the line, should such an agreement be entered into.

J. S. Apperson