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NEW YORK
HISTORICAL MANUSCRIPTS:
DUTCH

Translated and Annotated
By
ARNOLD J. F VAN LAER

Edited with Added Indexes by
KENNETH SCOTT
and
KENN STRYKER-RODDA

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Volume I
Register of the Provincial Secretary,
1638-1642

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whose prime object is "to collect and pre-
serve information respecting the early history
and settlement of the City and State of New
York by the Dutch and to discover and pre-
serve all still existing documents relating to
their genealogy and history." This purpose,
since 1885, has provided a stimulus for his-
torical research and analysis of the New
Netherland era in America.
PREFACE

By Dr. Louis Leonard Tucker
State Historian of New York

In 1969 I attended an international history colloquium in Ottawa, Canada at which one session was devoted to the history of New Netherland. What I found particularly noteworthy about this session was the focus upon the most fundamental issues concerning the history of New Netherland. For example, there was extended discussion on the question of whether the Dutch purposely developed New Netherland with a view toward its permanent settlement. One would suppose that after a century of "professional" historical investigation in the United States such a fundamental point would be resolved and no longer worthy of consideration at a major convocation of historians.

But this is not the case. What the session underscored was the primitive state of this area of American historiography. As George O. Zabriskie bluntly phrased it at a 1971 Dutch seminar in Rensselaerville, New York, "the story of New Netherland is one of the best-kept secrets in American history." And so it is. American libraries bulge with accounts of the English phase of our colonial history, especially of the founding and settlement of New England, but they are conspicuously lacking in works on New Netherland. One need only glance through textbooks on colonial American history to realize the extent to which the Dutch phase has been ignored. The story of early New York, perhaps the most important aspect of the New Netherland episode, is generally sketched in broad, superficial strokes until the English assume control, at which point the scenario is developed in lavish detail.

It is not really surprising that scholars are still debating fundamental issues on the history of New Netherland. There are sound reasons for this elementary focus. The principal reason is the scarcity of primary sources. The destruction of much of the Dutch West India Company records constituted a devastating blow to scholarship. Without these files scholars have been obliged to reconstruct the history of New Netherland on the basis of peripheral sources. In addition to the problem of inadequate source materials, there is a problem of language. Notwithstanding the loss of many Dutch documents, some basic collections are available, but they are in Dutch and less than a handful of American scholars are equipped with the necessary language skills to decipher them. Unfortunately, American graduate schools do not show a penchant for producing scholars with a facility for seventeenth-century Dutch.

Those few scholars who do develop an interest in the history of New Netherland are compelled to rely on English translations of Dutch documents; and even so they face imposing problems. Beginning in the early nineteenth century, attempts have been made to translate the crabbed script of the Dutch records, but the results, with one notable exception, have been disappointing. One thinks of the major work of translation undertaken by Francis Adrian van der Kemp in 1817 under the sponsorship of Governor De Witt Clinton. This translation, said to have been inaccurate, was destroyed in the State Library fire in 1911. Of the handful of editors who have translated early Dutch documents, one has achieved distinction and is deemed an entirely reliable authority: Arnold Johan Ferdinand van Laer. During his lifetime, this careful and skilled archivist produced twelve remarkable volumes of translations.

Modern scholars should shout hosanna over the publication of four additional volumes of van Laer translations. It is to be hoped that the appearance of these four significant volumes will herald the advent of a new age in American historiography. May it mark the beginning of a renaissance of interest in the Dutch settlement of New York; may it assist in the production of a generation of scholars who will dedicate themselves to learning a difficult language, discovering new source material, and translating this material for the use of their colleagues.

It is time to end the intellectual blackout which has darkened the early history of the Empire State. What was the Dutch legacy to New York and the nation? How did Dutch institutions and mores and attitudes shape the character of the New World? Perhaps partial answers to these critical questions are rooted in van Laer's translations. If they are not, the search must continue. The seminal work of this talented archivist should provide inspiration for future students of the Dutch phase of American history. Some day the obscurity shrouding the beginnings of the Empire State will pass and we shall be in a position to determine what really happened in "old New York."
ARNOLD J. F van LAER (1869-1955)

An Appreciation*

By

CHARLES K. WInNE, JR.

Arnold Johan Ferdinand van Laer was born in Utrecht, Holland, October 21, 1869, the only son in a family of three children of well-to-do and educated parents of long lineage. His father (1818-1891) Johannes Renatus Eugenius van Laer, Ph.D., was a mineralogist and the Professor of Chemistry and Physics at the State Veterinary College of Utrecht. After preliminary schooling, Mr. van Laer attended the University of Delft, where he received the degree of Mechanical Engineer. He soon found, however, that the profession he had chosen was not to his liking and that "there were other things in life than engineering." He was primarily a student, and he much preferred a quieter and cleaner occupation than working in the noise, confusion and grime of a machine shop.

After an interval of two or three years spent in European travel, he came to America and settled temporarily in Philadelphia, probably attracted to that city by the presence there of some distant relatives. It was there he met his future wife. He went back to Holland to settle his affairs but returned to America permanently in August, 1897. On December 27 of that year he married Miss Naomi van Deurs, the daughter of the Reverend George van Deurs (a Dane) and his wife. Miss van Deurs was, in a way, a cousin of Mr. van Laer, as her mother was the sister of his father's first wife. She was born in Troy, New York, on August 21, 1868 and died in Albany on October 6, 1930. They had three sons, all of whom survived him.

At this time he decided to change his profession from engineering to library science, and he entered the New York State Library School in Albany. During his student days there, the State Archivist asked him for help in translating some Dutch manuscripts, an incident which probably led him later into the main work of his career. It is also known that he enjoyed this city on account of its early Dutch origin and the survival here of some of the Dutch traditions and influences.

He was appointed Assistant State Archivist in 1899 and Archivist five years later, a position he held until his retirement from State service at the age of seventy, a span of forty years in the two offices.

Mr. van Laer used to relate a rather amusing incident connected with his examination for original appointment. He reported for the examination and found the room filled with persons ready to take examinations. He supposed they were all seeking the position he wished to fill and thought that he, a foreigner, would have little chance in competition with Americans, who were so much better acquainted with the language than he was at that time. He was inclined to give up the opportunity, but before doing so spoke to the chief examiner about the matter. He was promptly told that the crowd were seeking other positions, that he was the only candidate for the one he wanted, and that his examination was to be held in another room. He went there and found only one person in the room—a gentleman who greeted him in French and after a brief period changed to Dutch as the medium of speech. After quite a conversation in that language, he was excused. That was his examination, and he received the appointment. He proved that he knew his Dutch!

During the remainder of his active career he devoted himself with great patience and care to the study and translation of the mass of Dutch manuscripts which were in the files of the State and of the County and City of Albany—records of the early courts, of the colonial secretaries, notarial papers and various other material. All of them were in old Dutch, and in script,

*Note: This paper was written by request for publication in the Fall issue for 1955 of The Galleon, the bulletin of the Society of Colonial Historians, and was read by proxy at the annual meeting of that society at Cooperstown, N. Y., September 1, 1955. It is reprinted here, with minor changes, by permission, from Dutch Settlers Society of Albany, Year Book, Vols. XXX and XXXI (1954-1956).
much of it faded and almost undecipherable. It required infinite care and patience, accurate
knowledge of the language, old and new, and fine eyesight to make anything out of the dim
words. It is understood that it took him two years to translate 200 letters of Jeremias van Rens-
selaer. The great fire in the Capitol in 1911 added greatly to his troubles; much of the material was
irrevocably lost and such as was saved was water-soaked and badly charred about the edges.
This had to be carefully rescued and dried, and later equally carefully handled in folders, one
sheet to a folder. Some of the script was entirely lost, but part of it could be deciphered through
the charring as the ink of the writing gave a certain degree of contrast. He worked quietly and
painstakingly alone in a little office not over ten by twelve feet in size, partitioned off from the
end of one of the corridors of the State Education Building. He did not like to be disturbed at
his work, but if one called on him, especially on some errand connected with his specialty, his
face brightened into a friendly smile, and you seemed to be most welcome—whether you were
or not.

What he accomplished can best be indicated by a listing of the volumes of his translations
which have been published by the University of the State of New York. These are here listed
in the order of their publication, the dates of issuance being given in parenthesis.

The van Rensselaer-Bowier Manuscripts—(1908).

Volumes 2, 3 and 4 of what are known as the Early Records of Albany (E. R. A.)—(1916-
1919). These records were originally translated by Professor Jonathan Pearson of Union College,
Schenectady, and volume 1 was published in 1869. The rest of the manuscript was then lost
and only came to light about 1910; van Laer checked all of Pearson's work, made many correc-
tions and completely edited the three volumes: Deeds, 1678-1704; Mortgages, 1658-1660; and
Wills, 1681-1765.

The Court Minutes of Rensselaerswyck, 1648-1652; The Court Minutes of Fort Orange and
Beverwyck, two volumes, 1652-1660; The Court Minutes of Albany, Rensselaerswyck and Sche-
nectady, three volumes, 1668-1685. These appeared in print from 1922 to 1932.

The Letters of Jeremias van Rensselaer, 1651-1674, was published in 1932, and the Corres-
pondence of Maria van Rensselaer, 1669-1689, was issued in 1935.

In all there were twelve octavo volumes. Not only do these books contain accurate transla-
tions of the original documents but all of them were carefully edited and annotated with many
footnotes and references to other publications and records; in addition they were all most pains-
takingly and fully indexed both as to subject matter and individuals mentioned in the text and
in the footnotes—of itself a monumental task. The van Rensselaer-Bowier Manuscripts (and most
of the other volumes) are accompanied by an extensive explanatory, and often historical intro-
duction; in van Rensselaer-Bowier is an appendix listing all the early Rensselaerswyck settlers by
the years of their arrival, accompanied by a short biographical note on each.

This brings out a point of interest and importance regarding van Laer's knowledge of the
times and of the persons in the period which the various documents cover. It is very noticeable
to anyone studying his work and his notes, but was perhaps more so to anyone who talked with
him personally about the various individuals. This is the apparent intimate acquaintance he had
with the people who made up the citizenry of Albany and its environs in the seventeenth cen-
tury. He seemed to know them as individuals as well as anyone might know his fellow towns-
men.

Several years ago an Albany newspaper man, apparently with the same thought in mind,
wrote an article about van Laer's work and gave a fanciful "explanation" of this characteristic
of it. He said that van Laer could look down from the window of his tiny office high in the
Education Building upon the modern city of Albany, with its high buildings and paved streets,
and across the river with its modern bridges to the city of Rensselaer and the hills beyond; but
while he gazed upon the modern scene it all faded—the buildings disappeared, the streets became
paths and narrow rough roads, the bridges dissolved and Rensselaer disappeared as Albany did.
The hills beyond became part of the original forest land and the villages and highways now there
also faded from the scene. In the place of Albany there appeared the little settlement of Bever-
wyck, surrounded by its stockade; the river remained but was now traversed by Indian canoes and
Dutch sloops. Rensselaer became the tiny settlement of Groenen Bosch, with Crailo, the home
of Hendrick van Rensselaer, in its midst.

The manuscripts on his desk became his passport to this far-away scene and permitted him
to enter and walk about, to talk with the Burghers and their Vrouwen, to observe the customs
and to learn details of the life they led and of the intimate affairs of the village and of the
Colonie. Thus he was enabled to know personally the people with whom he mingled.

At the close of the office day he was brought back from the past to the realities of the pres­
et; the days of long ago vanished in turn, and he was aware again of the modern city with its
buildings, its streets, and the noise and bustle of present-day life. Fanciful? Yes, but, in a way,
very true.

The value of van Laer’s work from an historical aspect and also from a socio-historical point
of view is incalculable. Without it, we should know little of the life of that period in New
Netherland, of the individuals, the social life, their problems and the solutions, who came and
what they did, the hardships they suffered, their successes and failures. The attitudes and opin­
ions of the Patroons and the Governors of the West India Company toward the entire colonial
project would be lost. These documents tell the story of life as lived, and the opinions expressed,
in a free and entirely unofficial manner.

Other attempts had been made to have these documents translated, but apparently no one
before van Laer had been able to do it. For example, in the Common Council Minutes of the City
of Albany, under date of March 28, 1836, the following report may be found: “The committee
to whom was referred the enquiry as to the expediency of translating the Dutch records within
the custody of this board respectfully reports that they have deferred action upon the subject in
consequence of their inability to find any person who could instruct them as to the nature and
importance of their contents.” Professor Jonathan Pearson translated some manuscripts, as has
been stated above, but inadequately; much of his work had to be gone over by van Laer and
corrected, and, most importantly, edited.

Many have thought and said that he never received the official credit from the State authorities
that he deserved for his valuable and unique contributions. Be this as it may, he received much
unofficial national and international recognition for his accomplishments. He was made a Fellow
of the New York State Historical Association; for years he had been an honorary member of the
Schenectady Historical Society; he was the only honorary member of the Dutch Settlers Society
of Albany, and he was the Honorary Archivist of that organization. He held corresponding mem­
berships in the Dutch Society of Archivists and in the New York Genealogical and Biographical
Society. Probably the honor which meant the most to him was the bestowal upon him in 1937
of the rank of Officer in the Order of Orange-Nassau by her Majesty, Wilhelmina, Queen of the
Netherlands, for his work in the history of New Netherland.

Mr. van Laer was a quiet, retiring man, almost shy at times, of more than average height
and rather heavily built. He had the grave and thoughtful face of a student, but a face which
lit up with a friendly smile and expression when meeting a friend; he was always most cordial
in social intercourse with those he knew, but was not so fond of strangers about whom he knew
little. He was always glad to be of assistance to those who went to him with problems connected
with his specialty, and he went to some pains to give help. He retained to the end a strong
accent and foreign enunciation in speech which at times was somewhat difficult to understand,
though his underlying English was excellent. For this reason, together with his innate modesty
and shyness, he was only a fair speaker at meetings. In his written work his foreign origin was
entirely lost and the English of his writings was well nigh perfect.

Perhaps these notes could well be closed by giving some extracts from the report by Dr.
Frank P. Graves, the then Commissioner of Education of the State, to the Board of Regents at
the time of Mr. van Laer’s retirement from State service in 1939. They seem to summarize well
the entire matter. “Mr. van Laer has all the modesty of a scholar and the inconspicuousness of
a true gentleman. He is well known throughout the world for his researches and writings, and
has been honored by membership in learned societies and with decorations from foreign coun­
tries. The outstanding work of Mr. van Laer has been the translating and editing of the Dutch
manuscript sources of the history of the State of New York. * * * In his retiring way, he has
rendered the State a valuable service and has reflected great credit upon us all. As nearly as it
can be said of anyone, Arnold van Laer can have no real successor.”
INTRODUCTION

By Peter R. Christoph
Associate Librarian
Manuscripts and History Library
The New York State Library

The government of New Netherland was established in 1624 by the West India Company. In 1626 a Director-General was appointed, who was assisted in his duties by a Council and a Provincial Secretary. The publication of the records of the Council and the Provincial Secretary is therefore of the greatest importance to students of the early history of the European settlements in America.

The present publication is a translation of all the existing Registers of the Provincial Secretary and of the earliest surviving volume of Council Minutes. Unfortunately, records in these series prior to the administration of Director-General Willem Kieft are lost; his predecessor, Wouter van Twiller, may have turned the earlier records over to the West India Company, whose records were destroyed in the nineteenth century.

That any records survive at all is a wonder, for the archives of New Netherland have led a precarious existence, and one worth recounting in brief. After the British conquest in 1664, the Provincial Secretary turned the archives over to the new government. They returned to Dutch control when the province of New York was captured in 1673, and in the following year the colony and its records reverted to the British. The New York Historical Manuscripts. Dutch and British, remained with the secretary of the colony until the outbreak of the Revolutionary War, when they were placed in the home of a New York City alderman. They were removed to Kingston in June 1776 by the Provincial Congress, and at the end of the war were sent to the Secretary of State in New York City. When Albany became the State capital the records were moved to the Secretary's new office there.

About 1850 the Secretary engaged Dr. E. B. O'Callaghan to rearrange forty-six volumes of the Dutch records, which were rebound in twenty volumes. The arrangement of an additional two volumes of land patents and deeds was not altered. In 1881 the twenty-two volumes were transferred to the Manuscripts Division of the State Library, along with translations by Francis A. Van der Kemp and E. B. O'Callaghan.

A. J. F. van Laer reviewed the available translations in a 1910 Education Department bulletin. He found Van der Kemp's work "so poor that it need not be considered at all," and Berthold Fernow's efforts, which had been published in volumes 12-14 of Documents Relative to the Colonial History of New York, were termed "unsatisfactory." O'Callaghan's translation contained "errors both of omission and commission" and the language was "at times unnecessarily strained," but it was "a vast improvement on the translations of Van der Kemp." O'Callaghan had prepared "manuscript translations of volumes 1-4 of the records which with comparatively little labor could be prepared for publication."

Van Laer and his assistant, Peter Nelson, began the "comparatively little labor" in 1910.

A. J. F. van Laer had unique abilities as a translator. He understood Dutch idioms and obscure words and usages of the seventeenth century. He was able to decipher the meanings of misspelled words and ungrammatical constructions, and he recognized the possibility of clerical copying errors. He read seventeenth-century handwriting easily, and he was not deterred by faded ink or paper which had crumbled or had been stained, burned and watersoaked. Further, he was able to recreate the style of colonial Dutch writers in modern English. He took great care to capture the exact sense of each passage, and wherever the sense was difficult to render in English he would provide a note of explanation. Yet so great was his command of both languages that such instances are rare.
The translation of the first Register of the Provincial Secretary was nearly completed when the State Library burned on March 29, 1911. The Register was destroyed, and with it the nearly completed translation and two-thirds of the Dutch transcription. Of the other Dutch archives, seventeen volumes were in good condition and four suffered partial destruction. Van der Kemp's translation was gone, but O'Callaghan's had survived.

Little would have survived had not van Laer and historian I. N. Phelps Stokes begun searching the ruins within two days of the conflagration. Fires were still burning, and Stokes was twice overcome with smoke. Stone and brick fell about them, and water poured down. The smouldering manuscripts were placed in clothes baskets requisitioned from a nearby laundry and passed along a chain composed of library staff and National Guardsmen. For days van Laer sorted through the rubble in the Capitol until he was convinced that nothing more could be saved.*

What was left of the State Library's collections was moved into new quarters in the State Education Building in August 1912, and there the New York Historical Manuscripts have remained. Their next journey will be some three years hence, when the Library will move to the new Cultural Center.

Van Laer was soon back at work on the translations. He referred to the original documents if they still existed, and to other copies and translations if they did not. To ease the task of later researchers he prepared a transcript of the Dutch text. He added footnotes to the translation to explain obscure points and to provide biographical data on many of the persons mentioned.

Other projects began to intrude upon van Laer's time: in February 1914 he was revising E. T. Corwin's index to the Ecclesiastical Records, State of New York, and in August he suspended the New York Historical Manuscripts project in order to revise Jonathan Pearson's translation of early Albany records. He returned to the translation of the New York Historical Manuscripts in 1916. By April 1918 the work was nearly completed, but there the project halted for lack of funds to publish. Other projects drew van Laer's attention, and it was not until shortly before his retirement in 1939 that he had the present typescript prepared.

Van Laer's retirement from State service did not signal the end of his work, however. In 1946 the New York Public Library published The Lutheran Church in New York, 1649-1772, his translation of documents located in the Lutheran Church Archives in Amsterdam, Holland. Since this book does not appear on the list of State publications, it is sometimes overlooked, and its existence is worth noting.

A. J. F. van Laer spent the early part of his career in the Manuscripts Division of the State Library; in 1916 he was transferred to the Division of Archives and History. The Division turned over van Laer's papers, including the typescript of the New York Historical Manuscripts, to the State Library in 1967. Up to that time these documents were known principally through E. B. O'Callaghan's Calendar of Historical Manuscripts in the Office of the Secretary of State: Dutch, Albany, New York (1865). The numbers assigned to the documents by O'Callaghan have been used for indexing these volumes.

This publication has become a reality through the efforts of Mr. Ralph L. DeGroff, Dr. Kenn Stryker-Rodda, Dr. Kenneth Scott, and Mrs. Gano R. Bailey.

One may well ask what purpose will be served by the publication of these ancient records. And the reply is that they help to fill a gap in our knowledge of the origins of American government, commerce, and society. Let us consider briefly the nature of the records and the meaning that can be derived from them.

The Council Minutes are a record of executive, legislative, and judicial activities. The Council created laws and assisted the Director-General in carrying them out. It also served as a judicial panel, hearing all cases in which capital punishment could be invoked and reviewing decisions of lower courts on appeal, as well as serving as the local court for the New Amsterdam area. The Council Minutes are, therefore, of importance both for the study of the nature of colonial government and the study of criminal activity in the province.

The Registers of the Provincial Secretary contain court depositions, bonds, deeds, leases, and other legal declarations and agreements which had to be filed with the Secretary. The Registers

*A detailed account of the rescue operations after the fire appears in A History of the New York State Library by Cecil R. Roseberry.
are of value as source material for economic and social history, and they provide the legal basis for land titles.

Van Laer once expressed the opinion that the English people sought freedom for groups, while the Dutch emphasized freedom for the individual. The history of New Netherland does show a marked tension between a sometimes repressive government and a free-minded populace. The development of the American concept of the meaning of democracy may well have had its beginning in New Netherland.

The colony was established as a commercial enterprise. The historian of economics will be richly rewarded with information on the West India Company and on individual entrepreneurs. Furs and flour were exported; a variety of manufactured goods flowed back in return. Legitimate shipping flourished, as did smuggling, privateering, and piracy. (The people in these records do not fit the image of the sleepy Dutchman. New Netherland was a frontier, and its population included a full range of adventurers, fortune-seekers, and rascals.)

The possible uses of the records are limited only by the imagination of historians and genealogists. It is to be hoped, as these and other translations by A. J. F. van Laer are used, and as the worth of the New York Historical Manuscripts is recognized, that someone will be inspired to carry on the translation of the Dutch records, and that all the records, Dutch and English, will be published. For the moment it is good to know that four volumes of the New Netherland government archives are being published and that the work of A. J. F. van Laer was not in vain.

Albany, New York

May 30, 1973
VOLUME I

REGISTER OF THE PROVINCIAL SECRETARY,
1638-1642
Anno 1638

Lease from Director Kieft to Jan Damen of two parcels of land on Manhattan Island

[1] This day, date underwritten, before me, Cornelis van Tienhoven, secretary here in New Netherland on the part of the General Chartered West India Company, chamber of Amsterdam, appeared the honorable, wise and prudent Mr. Willem Kieft, director general of New Netherland, of the first part, and Jan Damen of the second part, who mutually agreed and contracted about the lease of two parcels of land, to wit: The honorable director has leased, as he hereby does lease, to Jan Damen aforesaid, who also acknowledges that he has hired, two parcels of land, of which the larger has thus far been cultivated by the blacks and is situated on the east side of the road, [being bounded] on the north by the said Jan Damen, on the south by the esplanade of the fort, and on the east by Philip de Truy; and the smaller is situated to the north of the Company's garden and to the south of said Jan Damen, extending from the road to the

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1 Another translation of this lease is printed in Doc. Rel. Col. Hist. N.Y., 14:6.
2 Willem Kieft was appointed director general of New Netherland in September 1637, and arrived at New Amsterdam on the ship De Haring on March 28, 1638. He was a son of Gerrit Willemsz Kieft, b. 1571, d. June 4, 1622, and Machteld Janse Huydecoper, who was born in 1573, and died on October 9, 1647, shortly after the wreck of the ship Princess, in which Kieft lost his life. See Johan E. Elias, De Vroedschap van Amsterdam, 1:93, 186-88.
3 Broadway, New York City
4 Philippe du Trieux, court messenger.
river. Jan Damen shall cultivate, sow or plant the said land for six consecutive years and shall be bound to spread all his manure on the said land twice, all at his own expense, for which the honorable director shall receive as rent half the produce which the Lord God shall grant on the said two parcels of land each year, whether standing in the field in sheaves, or as they shall then agree. It is also expressly stipulated that the said director shall keep tight and in repair the fences which are erected there and furnish Jan Damen for a fortnight during harvest with two laborers, they to be paid by the Company and to be boarded by said Jan Damen. Likewise, in case the Company sees fit to plant vineyards or gardens in the low ground, the lessee shall be bound to permit the same and have nothing to say with the express promise that after the expiration of the aforesaid six years the lessee, his children, or heirs, shall remain in possession of the aforesaid two parcels of land and be preferred to others, if the Company has no need of said land for its own use, on such conditions as shall then be imposed.

5 In O'Callaghan's translation the two parcels of land are described as follows: "the largest of which has thus far been cultivated by the Blacks, and situate on the East of the Road, on the North of said Jan Damen, South the esplanade of the Fort, and to the East of Philip de Truy, and the smallest, situate to the North of the Company's Garden, and on the South of said Jan Damen, extending from the Road to the River," while in a footnote it is stated that "On the 25 April 1644, Jan Damen obtained a Patent for the above mentioned two lots of land. Book of patents GG. p. 91" This description does not agree with the well known location of the two parcels of land and the reference to Book of patents, GG, p. 91, is wrong, since the patent there recorded relates to two other pieces of land, lying to the north of those mentioned in the lease. See The Translation and Publication of the Manuscripts Dutch Records of New Netherland (Education Department Bulletin No. 462), Albany 1910, p. 19.
For the fulfilment of all that is stipulated the aforesaid parties bind their respective persons and property, movable and immovable, present and future, without any exception, submitting the same to the Provincial Court of Holland and to all other courts, tribunals and judges, all in good faith, without fraud or deceit. In testimony whereof two copies of the same tenor are made hereof and signed by the parties respectively. Done at Fort Amsterdam in New Netherland, the 19th of April A° 1638.

Declaration of the crew of the Dolphin as to the stormy passage of the vessel and the consequent damage to the cargo

[2] This day, date underwritten, before me, Cornelis van Tienhoven, secretary on the part of the Chartered West India Company, chamber at Amsterdam, appeared the undersigned witnesses and at the request of Jacob Teunesen, of Amsterdam, skipper of the yacht Dolphin, conjointly attested, testified and declared, as they, the deponents, do hereby certify, that it is true and

6 "AN ACT for the better Settlement and Assuring of Lands in this Colony," passed October 30, 1710 (Colonial Laws, 1:712-13), provides "That the Dutch Word Onroerende, and the Word Vaste Staat, which are Commonly Rendered into English by the Words Immovable and Fest Estate, by which in the Dutch Language is understood a Real Estate, houses, Lends and Tenements, and other Real Estate of Inheritance, And are used in any Dutch Antenuptial Contract or Law Will & Testament, or Deed or Deeds made in this Colony, and Duly Executed before Two or Fore Credible Witnesses at any time before The Publication of this Act, Ought therefore to be Understood of A Real Estate."

Not signed in the record.

1 A translation of the Dutch name De Dolphin.

2 O'Callaghan uses the term "attestants," a literal rendering of the Dutch term attestanten, which in other places he translates as "affiants," or "deponents."
truthful that they, the deponents, sailed from the [Texel] with the above named yacht to New Netherland and on the voyage encountered divers storms by which the ship, both above and below, became very leaky and took in much water, so that a considerable part of the cargo belonging to the directors of the Chartered West India Company was ruined. Herewith concluding their declaration, the deponents persist therein and offer if need be to confirm the same by a solemn oath. Thus done at Fort Amsterdam in New Netherland, this 19th of April A° 1638.

This is the X mark of Jan Cornelisen Meyer, mate Hendryckt Jansen Backer, chief boatswain Scholte Dinlys, cook

3 The island to the north of the province of North Holland, where vessels from Amsterdam were accustomed to wait for favorable wind and tide before proceeding on their voyage across the North sea.

4 Meaning that the deponents were ready to swear to their declaration before the court, the secretary of the province having no power to administer an oath. The offer to confirm the testimony under oath, if necessary, is an essential feature of the Dutch attestatie and makes this form of declaration practically equivalent to a sworn deposition.
Lease from Director Kieft to Wouter van Twiller of farm No. 1 on Manhattan Island

This day, date underwritten, before me, Cornelis van Tienhoven, secretary here in New Netherland on the part of the General Chartered West India Company, appeared the honorable, wise and prudent Mr. Willem Kieft, director general of New Netherland, of the first part, and the honorable, wise and prudent Mr. Wouter van Twiller, late director, of the second part, and in all amity and friendship agreed and contracted about the lease of farm No. 1, belonging to the honorable directors of the Chartered West India Company, chamber at Amsterdam, to wit: the Hon. Director Kieft has leased and hereby does lease to the Hon. Wouter van Twiller, who also acknowledges that he has rented the aforesaid farm for the term of three consecutive years, commencing the first of May A° 1638 and ending the first of May A° 1641, and that for the sum of two hundred and fifty Carolus guilders, payable yearly, together with the just sixth part of all the produce with which God shall bless the field, whether standing in the field in sheaves, or as it shall then be agreed upon to be received; upon condition that at the expiration of the aforesaid three years the honorable Mr. Twiller shall be bound to resow the said farm and in the meantime to keep the land in proper condition. For all of which the aforesaid parties bind their respective persons and properties, movable and immovable, present and future, without any exception, subjecting the same to the

1 Other translation in Doc. Rel. Col. Hist. N.Y., 14:7
Provincial Court of Holland and to all other courts, judges and justices; all in good faith, without fraud or deceit. In witness whereof two copies of the same tenor are made hereof and signed by the parties with their own hands. Done at Fort Amsterdam in New Netherland, this 22d of April A° 1638.

Willem Kieft
W. van Twiller

Declaration of passengers of the Dolphin that the captain failed to provide the stipulated rations of food during the voyage

[3] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland on the part of the Chartered West India Company, appeared the undersigned persons, who by true Christian words on their consciences, instead and with promise of an oath if necessary, conjointly attested, testified and declared that it is true and truthful that they, the deponents, sailing in the yacht Dolphin, whereof Jacob Teunesen is skipper, were not provided by him with twenty-three meals, notwithstanding the weather was favorable for cooking; also, that the above named skipper has not supplied them during the voyage according to the Company's schedule of rations. In the second place, that they, the deponents, for three successive weeks did not receive any ration of bread. Herewith the deponents conclude their declaration and further persist therein. Thus done at Fort Amsterdam in New Netherland, this 23d of April A° 1638.¹

¹ Not signed. The above declaration was made in connection with the refusal of the passengers to pay for their board. On complaint of the passengers, the director general and council investigated the matter on April 15, 1638, and ordered the passengers to pay if they had no further evidence to submit. See N.Y. Col. MSS., 4:2. Among the passengers were Jan Jansen Schepmoes and his wife and two children. See N.Y. Col. MSS., 2:139.
Report of Andries Hudde and Jan Damen, referees, as to the damage to certain goods on board the Dolphin

[4] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Andries Hudde, commissary, and Jan Jansen Damen, and by true Christian words on their consciences, in the stead and with promise of an oath if required, jointly attested, certified and declared, as they, the attestants, do hereby certify and declare, that it is true and truthful that they, on the 17th of April last, at the request of the Hon. Willem Kieft, director general of New Netherland, and skipper Jacob Teunesen, of Amsterdam, being chosen as impartial men, did examine sixty-two pieces of duffel which had been damaged by leakage of the yacht Dolphin, both above and below; on which sixty-two pieces of duffel the attestants made a general calculation and found six hundred and eight ells entirely ruined, which duffel here in New Netherland is worth three guilders an ell, amounting for these six hundred and eight ells, at fl. 3 the ell, to eighteen hundred and twenty-four guilders. Also, on four boxes of sugar, they found the leakage to be one hundred and thirty-one and one quarter pounds, amounting to 22 stivers a pound to the sum of one hundred and forty-seven guilders, thirteen stivers. Concluding herewith their declaration, the attestants persist that the same is true and made by them solely for the reason that every one is bound to bear witness to the truth, especially when called upon to do so, not in favor or to the prejudice of any one, but only in support of the truth. Thus done at Fort Amsterdam in New Netherland, this 26th of April A° 1638.

A. Hudde

1 Not signed by Jan Damen.
Declaration of Ulrich Lupolt and others that the captain of the
Dolphin before sailing complained of the leaky condition of
the ship

[5] This day, date underwritten, before me, Cornelis van
Tienhoven, secretary of New Netherland, appeared Ulrich Lupolt,
fiscal, Wybrant Pietersen, commissary of store goods,¹ and
Symon Dircksen of Durickerdam,² skipper of the ship Herring,³
and by true Christian words on their consciences, in place and
with promise of an oath if necessary, conjointly attested,
testified and declared, as they, the deponents, do hereby testify
and declare, that it is true and truthful that Jacob Teunesen,
skipper of the yacht Dolphin, while still lying at the Texel,
did complain that his vessel was leaky, [that he] had no carpenter
and that his crew would not go to sea without a carpenter, and
[that they] promised him one from the Herring; that [they] ran
out of the Texel on the 7th of September and that on the 9th
ditto he, the skipper, again came on board and took [with him]
from board a carpenter named Pieter Cornelisen. On the 25th
ditto he, the skipper, returned on board, complaining that his
ship was leaky and that it was necessary that the Company's
servants who were on his ship should help his crew to pump, which

¹ Wybrant Pietersen was commissary of store goods till
July 21, 1639, when Ulrich Lupolt was appointed in his stead and
Cornelis van der Hoykens became fiscal. Judging from certain
documents which appear in this volume, it seems not unlikely that
Wybrant Pietersen was related to Geertruyt Wybrants Bornstra, the
wife of Andries Hudde, and to Pieter Wybrantsen Bornstra, to whom
Hudde gave a power of attorney on September 28, 1639, and, conse­
quently, that his own name was Bornstra.

² The same as Durgerdam, a village near Amsterdam.

³ The Dutch name was De Haring. Director Kieft came over
on this ship.
The director ordered in writing, which writing is still in the possession of the said skipper. The leak of said ship was discovered after unloading. All of which they, the deponents, declare to be true, further persisting therein. Thus done at Fort Amsterdam in New Netherland, this 28th of April A° 1638.

Declaration of Heyer Stoffelsen and Jan Gerritsen respecting the death of Anthony Jansen's dog

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, at the request of Jan Cornellissen from Rotterdam, appeared Heyer Stoffelsen, smith, who declared by true Christian words on his conscience, in place and with promise of an oath if necessary, that it is true and truthful that yesterday, being the 28th of April A° 1638, he, the deponent, coming near the house of Anthony Jansen from Zalee, found said Anthony's dog lying dead in the marsh near the stockade and on going to the house he found the door locked. All of which Heyer Stoffelsen declares to be true.

At the request as above, Jan Gerritsen declares that he saw the wife of the said Anthony drag the dead dog out of the marsh toward the house or within the stockade.

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4 Meaning Director General Willem Kieft
5 Not signed.
1 Zalee, a seaport of Morocco. In other places Anthony Jansen is called from Vaes, Vees, or Fes, meaning Fez, the principal city of Morocco. Occasionally, he is referred to as "the Turck", as on the Vingboom map of "Kanaatva", of 1639, on which his name appears as "Antoni du Turck". The inference is that he had been a captive among the Barbary pirates, or else, that he was born at Salee and was the son of a Dutch sailor who had turned pirate, it being not uncommon in those days for Dutch sailors bound for Mediterranean ports to desert and to join the piratical ships which infested the Barbary coast.
They, the deponents, hereby concluding their declaration, persist therein and declare that they have made it solely for the purpose of bearing witness to the truth. Thus done at Fort Amsterdam, this 28th of April A° 1658.

The original was signed: Reyer Stoffelsen and Jan Gerritsen

Declaration of Remmer Jansen that Hendrick Jansen called Anthony Jansen a Turk, etc.

[6] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Remmer Jansen from Jewerden,¹ and by true Christian words, instead and with promise of an oath if necessary, declared that on the 28th of April A° 1638 Hendrick Jansen, tailor, abused Anthony Jansen from Zalee (at whose request he, the deponent, gives evidence) as a Turk,² a rascal and horned beast. All of which he, the deponent, declares to be true. Thus done at Fort Amsterdam, this 29th of April A° 1638.

¹ Jever, in Oldenburg, Germany
² See note to preceding document. The evidence was given in a suit for slander which apparently was closely connected with the killing of Anthony Jansen's dog by Jan Cornellissen from Rotterdam, for whom Hendrick Jansen became surety. See N.Y. Col. MSS., 4:4.
Antenuptial settlement by Adrienne Cuville on her children by Guillaume Vigne, her first husband

We, the undersigned, Willem Weyman, smith and Jan Tomasen Groen, as referees, do by this instrument attest and certify for the real truth that Dirck Volgersen Noorman and Ariaentje Cevelyn, his wife's mother, came before us in order to enter into an agreement with her children whom she has borne by her lawful husband [Willem Vienje], settling on Maria Vienje and Christina [Vienje], both married persons, on each the sum of two hundred guilders as their portion of their father's estate, and on Resel Vienje and [Jan] Vienje, both minor children, also as their portion of their father's estate, on each the sum of three hundred guilders; with this provision that she and her future lawful husband, Jan Jansen Damen, shall out of the remainder of the property be bound to bring up the above named two children until they attain their majority, without using more than the interest, and be bound to clothe and rear the aforesaid children as children ought to be [clothed and reared], to keep them at school and to give them a good trade, as parents ought to do.

1 His real name seems to have been Dirck Holgersen. He was the husband of Christina Vigne. See J. O. Evjen, *Scandinavian Immigrants in New York*, pp. 68-79.
2 Elsewhere referred to as Adriane Cuville, or Cuvilier, from Valenciennes, France.
3 Guillaume Vigne. Among his Dutch neighbors he was known as Gulyn, or Willem Vienjee, or Vinje.
4 Rachel Vigne. She afterwards married Cornelis van Tienhoven.
5 Jean Vigne. According to the Labadist missionaries, Danckers and Sluyter, he was born in New Netherland and in 1679 was about 65 years of age. Hence he is held to have been the first child of European parents born in New Netherland. See I. N. Phelps Stokes, *Iconography of Manhattan Island*, 4:40.
Thus done in New Netherland on the island of Manhattan and in Fort Amsterdam, the last of April 1632. In confirmation of which this was signed by Jacob Planck, the writer of this instrument; also with this sort of mark X, after which was written: This is the mark of Dirck Volckertsen Noorman; Jan Tomasen Groen, and This is the X mark of Willem Weyman.

The preceding agreement is recorded here with a view that if lost an authentic copy may again be obtained here, [the record] having been found by me, Cornelis van Tienhoven, secretary, to agree with the original. Done this 7th of May 1638, at Fort Amsterdam in New Netherland.

Lease from Barent Dircksen to Cornelis Jacobsen, the elder, and Cornelis Jacobsen, the younger, of the farm called Walensteyn

[7] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, and in the presence of

6 March 4, 1634, Jacob Albertsen Planck was engaged by Kiliaen van Rensselaer to serve for three years as schout of the colony of Rensselaerswyck. He was then at Amsterdam and sailed in the beginning of May for New Netherland. As it is not known that he had been in New Netherland before that date, the year 1632, given as the date of the document, is probably wrong and should be 1635 or later. At that time, however, Jean Vigne would, according to the Labadist missionaries, have been 21 or more years of age, which does not agree very well with the provision in the document as to his being made to attend school.

1 Another translation of this lease is in Doc., Rel., Col. Hist., N.Y., 14:7-8.
the subscribing witnesses appeared Barent Dircksen, 2 baker, of the first part, and Cornelis Jacobsen, from Mertensdyck, the elder, 3 and Cornelis Jacobsen, his brother, of the second part, who in all love and friendship have mutually agreed and contracted

2 Barent Dircksen, from Norden, in East Friesland. He was probably the Boere backer (the farmers' baker), mentioned on the Vingboon map of "Manatz", 1639, and not Master Edward Fiscook, as stated by Edward Van Winkle in his Manhattan 1624-1639, p. 11, 13. The surname "Swart", which has been given to him on p. 8 of the Calendar of Dutch Manuscripts, and following this in various historical works, appears to be a mistake, based on an erroneous reading of the words barent dircksz wart gebryucket (which is used by Barent Dircksen), in the lease of July 7, 1639, printed on p. [125]

3 A farmhand by this name, aged 23, was engaged by Kiliaen van Rensselaer on June 15, 1632; see Van Rensselaer Bowler MSS., p. 196. In J H. Innes, New Amsterdam and its People, p. 313, Cornelis Jacobsen van Mertensdyck, the elder, is identified with Cornelis Jacobsen Stille, otherwise known as Cornelis Jacobsen van Vreeland, while the younger brother is said to be probably no other than the secretary, Cornelis van Tienhoven. Plausible as these statements may seem in view of the fact that Vreeland, Tienhoven and Maartensdijk are three villages situated but a few miles apart in the province of Utrecht, there appears to be nothing in the records that definitely connects the settler from Mertensdyck with the man named Stille, while on the other hand the identity of the younger brother and Van Tienhoven is disproved by the above document in which the secretary says that Cornelis Jacobsen, the younger, "appeared before" him, and by the fact that Cornelis Jacobsen makes his mark, whereas Van Tienhoven always signs his name in full. It should further be noted that the names Vreeland and Mertensdyck do not necessarily refer to villages in Utrecht, but that the first may have reference to the polder of Vreeland on the island of South Beveland in the province of Zealand and that the second may stand for the village of St. Maartensdijk, on the island of Tholen, likewise in Zealand. Finally, to show how one, apparently erroneous, deduction leads to another, it may be mentioned that in J O. Evjen, Scandinavian Immigrants in New York, p. 261, Jan Jacobsen van Vreeland, who married Marrietje Pieters of Copenhagen, is called "a brother of Secretary Cornelis van Tienhoven".
about the hire of the farm called Walensteyn, as follows:

Barent Dircksen aforesaid has leased and does hereby lease to Cornelis Jacobsen, the elder, and Cornelis Jacobsen, the younger, who acknowledge that they have hired [from him], the aforesaid farm for the term of six consecutive years, on the following conditions

First, Barent Dircksen shall be bound to deliver to the lessees four milch cows, two heifers, one heifer calf, three bull calves, one mare and two stallions, one yearling sow, two wagons, one new and well-made harrow and [one ditto] plow, and furthermore everything that is now to be found on the farm, for which the lessees shall pay yearly to the lessor 150 lbs of butter, one-half before and the other half after the harvest, together with 50 schepels of grain, either wheat, rye, barley, or such grain as they can spare, to the satisfaction of the lessor, it being well understood that whatever shall be brought forth by the aforesaid cattle in the years aforesaid shall be equally [divided], the just half thereof belonging to the lessor and [the other half] to the lessees.

The lessor shall also deliver to the lessees three old sows, seven little boars and one young sow, for which the lessees shall

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4 According to Mr. Innes the farm was so named in honor of Count Wallenstein, while others have contended that it derived its name from Jacob Walingen, or Walich, who came over as a sailor in 1635 with David Pietersen de Vries. A third possibility, suggested by the spelling of the name with a single l, is that the farm was established at an early date by the Walen, or Walloons, who came to Manhattan in 1624, or 1625.
Pay whatever arbitrators will deem proper, and should any of the present cattle happen to die without neglect on the part of the lessees, the lessor shall suffer the loss. [8] The lessees shall be bound at the expiration of the said six years to deliver to the lessor the land, buildings and the number of cattle in such condition as they are at present, it being well understood that if the house should unfortunately be burned, either by hostile Indians or by others, but not through the neglect of the lessees, the lessor shall stand the loss by fire. Also, the land shall be properly planted and cleared, all as before, and neither the lessor nor the lessees shall be at liberty within the aforesaid six years to sell any milch cows, either young or old, but they can every three years take to themselves the bulls and oxen, and if Jan Cornelisen of Rotterdam happen to return here from the fatherland, the lessees shall be bound to let said Jan Cornelisen have his choice of the milch cows then being found in the stable with one heifer calf, and in case the lessor have need of a horse and wagon either to draw firewood for himself, or for any other purpose, the lessees shall be bound to let him have the same, if it be not to the prejudice of the cultivation of the farm. The lessor shall be allowed to reside in his house until he have another fit to dwell in. In testimony and in token of the truth these presents are signed by parties respectively and two copies hereof of the same tenor are made.
Done on the island Manhates in Fort Amsterdam, the 14th of May 1638.

This X is the mark of Parent Dircksen, aforesaid
This X is the mark of Cornelis Jacobsen, the younger, of Martensdyce
This X is the mark of Cornelis Jacobsen, the elder, as co-principal
This X is the mark of Teunis Jansen, sailmaker
Claes van Elslant, witness

Contract of Wouter van Twiller to furnish Lenaert Arentsen with three milch cows on halves

[9] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared the honorable, wise and prudent Mr. Wouter van Twiller, late director of New Netherland, of the first part, and Lenaert Arentsen of Alsmer,1 of the second part, and in all love and friendship mutually agreed and contracted as follows:

The Hon. Mr. Twiller aforesaid shall deliver to the said Lenaert Arentsen three milch cows, of which cattle Lenaert Arentsen shall receive half the increase for four consecutive years. At the expiration of the prescribed four years Mr. Twiller may take his choice of all the animals which Lenaert Arentsen

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1 Aalsmeer, a village 12 miles south west of Amsterdam. On Jan. 12, 1645, Leendert Arentsen, 44 years of age, testified that he arrived in New Netherland in 1638, in the ship De Dolphyn. N.Y. Col. MSS., 2:139.
shall then have in his stable, to the number of three cows, and, further, the increase shall be divided half and half, with the understanding that Lenaert shall properly keep the three calves which at present are with the cows during this summer and next winter and at the expiration thereof be bound to restore them to the Hon. Mr. Twiller or his order, provided that the first heifer calf which shall be produced from the entire number shall be for Lenaert Arentsen's youngest daughter. For all that is hereinbefore written, the parties bind their respective persons and properties, movable and immovable, present and future, submitting themselves to the Provincial Court of Halland and to all other courts, judges and justices. All in good faith, these presents are subscribed by the parties and two copies of the same tenor are made hereof. Done at Fort Amsterdam, this 10th of May A.D. 1638, in Fort Amsterdam in New Netherland.

This is the X mark of Lenaert Arentsen

W. van Twiller

On the 4th of May Lenaert received the three cows and calves from Mr. Twiller.
Lease of a farm from Jacobus van Corlaer to Claes Cornelissen Swits

[10] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared the worthy Mr. Jacobus van Corlaer, commissary of cargoes here in New Netherland, on the one part and Claes [ ] on the other part, and in all love and friendship have mutually agreed and contracted about the hire of the farm called [ ] to him, Jacobus van Corlaer, belonging, to wit, the aforesaid Corlaer has leased and does hereby lease to Claes [ ] aforesaid, who also acknowledges that he has hired the aforesaid form for the term of three consecutive years.

First, the lessor shall deliver to the lessee four milch cows, two mares and two sows, and moreover all the implements at present on the farm that are needed for agriculture, for all of which the lessee shall pay annually to Mr. Corlaer two hundred pounds of butter, the just half of all the grain with which God shall bless the field, and the half of whatever he, the lessee, shall earn by hauling wood, or otherwise, with horses. The lessee shall hire a good farm servant and the lessor a boy. At the expiration of the prescribed years, the half of the increase of the cattle shall belong to the lessee and he shall restore

1 Claes Cornelissen Swits. See the renewal of the lease to him and Jan Claessen Alteras by Cornelis van Tienhoven on p. [68]

2 The Otterspoor farm. See James Riker, Revised History of Harlem, pp. 119, 127, 131-7, 798; I. N. Phelps Stokes, Iconography of Manhattan Island, 4:87, 950. There is an estate or a country seat called "Otterspoor" about 1 mile N of Maarssen and 4 miles S W of Tienhoven, on the river Vecht, in the province of Utrecht.
the number at present received, besides all the implements, in
the same or as good condition as they shall be delivered to him,
and deliver the land back properly seeded. For all that herein-
before written the parties bind their respective persons and
properties, moveable and immovable, present and future, submitting
themselves to the Provincial Court of Holland and all other
courts, judges and justices, all in good faith, without guile
or deceit. In testimony whereof two copies of the same tenor
are made hereof and signed by the parties. Done at Fort Amster-
dam, this 18th of May A° 1638.3

Contract of Wouter van Twiller to provide George Rapaelje with
two milch cows on halves

[11] This day, date underwritten, before me, Cornelis van
Tienhoven, appeared the honorable, wise and prudent Mr. Wouter
van Twiller, late director of New Netherland, of the first part,
and George Rapaelje of the second part, and mutually agreed and
contracted in the manner herein set forth.

The Hon. Mr. Twiller shall deliver to the aforesaid George
Rapaelje two milch cows, of all the increase of which cows
George shall receive the just half for four consecutive years.
At the expiration of the prescribed four years the Hon. Mr.
Twiller may out of the increase of these two cows first select
two cows from the cattle which shall be found in George's stable.1

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3 Not signed.
1 Underlined in O'Callaghan's translation.
and the increase shall further be divided half and half; with the understanding that George shall properly keep the calves which are at present with the cows during this summer and next winter, and at the expiration thereof restore them to the Hon. Mr. Twiller or his order, provided that the first heifer calf which shall be produced from the entire number shall be for George Raepaelje's daughter Judith. For all that is hereinbefore written the parties bind their respective persons and properties, real and personal, nothing excepted, submitting the same according to law. Thus done at Fort Amsterdam in New Netherland, this 4th of June A° 1638.

W. van Twiller

George acknowledges that on the [ ] of May last he received the above mentioned two cows and two calves from the hands of Mr. Twiller.

This is the X mark of George Raepaelje

Bond of Roelant Hackwaert for the payment to Wouter van Twiller of 80 pounds of tobacco due on van Twiller's plantation

[12] This day, the 3d of July A° 1638, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Roelant Hackwaert, 1 tobacco planter, to me well known, and freely and deliberately acknowledged that he was indebted to the

1 In the records of the Reformed Dutch Church of New York, under date of November 4, 1640, appears the entry of his intended marriage to Janneken Jans, from Amsterdam, in which he is described as a "young man from Brandfort in Schotland."
Hon. Willem van Twiller, late director of New Netherland, in eighty pounds Holland weight of tobacco, being the balance [due] on said van Twiller’s plantation, which aforesaid tobacco, I, the undersigned Roelant Hackwaert, promise to pay into the hands of Mr. Twiller aforesaid, or his order, from the first tobacco which through God’s blessing shall be obtained this year. For all that is above written the appearer binds his person and estate, movable and immovable, present and future, without any exception, submitting himself to all courts, judges and justices under the jurisdiction of the Provincial Court of Holland, and to all other courts, judges and justices. All in good faith, this is confirmed with my usual signature. Dated as above.

This is the mark of Roelant Hackwaert, aforesaid

Promissory note of Dirck Holgersen to Director Kieft

Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Dirck Holgersen, Noorman,\(^1\) to me well known, who freely and deliberately acknowledged that he was indebted to the Hon. Mr. Willem Kieft, director here in New Netherland for the General Chartered West India Company, in the sum of seven hundred and twenty guilders, payable in three installments; the first installment of fl.300 Dirck Holgersen shall be bound to pay on the fairday of Amsterdam\(^2\) 1638; the second installment of fl.300 in like manner on the fairday of Amsterdam 1639; and the third and last installment of fl.120 on the fairday of Amsterdam anno 1640. He hereby promises to pay the aforesaid moneys honestly

\(^1\) For a sketch of him, see J. O. Evjen, Scandinavian Immigrants in New York, pp. 68-79.

\(^2\) September 22
and honorably into the hands of the Hon. Mr. Kieft, or his successor, free of costs and charges, without any gainsay, submitting to that end his person and property, real and personal, present and future, without any exception, to the control of all courts, judges and justices under the jurisdiction of the Provincial Court of Halland, and to all other courts, judges and justices, without any exception. In testimony and token of the honest truth, I have subscribed this with my own hand. Thus done in Fort Amsterdam in New Netherland, this first of May A° 1638.

This is the X mark of Dirck Holgersen Noorman.

Promissory note from Abraham Planck to Director Kieft

[12] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Abraham Isaaksen Planck, to me well known, and deliberately acknowledged that he was indebted to the Hon. Mr. Willem Kieft, director here in New Netherland for the General Chartered West India Company, in the sum of five hundred and twenty guilders, payable in three instalments; the first instalment of fl.200 Abraham Isaaksen shall be bound to pay on Amsterdam fair day ¹ A° 1638; the second instalment of fl.200 in like manner on Amsterdam fair day A° 1639, and the third and last payment of fl.120 on Amsterdam fair day A° 1640. I hereby promise to pay the aforesaid moneys honestly and fairly into the hands of the Hon. Mr. Kieft, or his order of successor, free of...

¹ The 22d of September.
costs and charges, without any gainsay, placing to that end my person and property, real and personal, present and future, without any exception, under the control of all courts, judges and justices, none excepted. In testimony and token of the honest truth I have subscribed this with my own usual signature Thus done in Fort Amsterdam in New Netherland, this first of May 1638. 2

Contract of sale between Director Kieft and Abraham Isaacksen Planck regarding Paulus Hook

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared the honorable, wise and prudent Mr. Willem Kieft, director general of New Netherland, of the first part, and Abraham Isaacksen Planck, of the second part, and mutually agreed and contracted about the purchase of a certain parcel of land called Pouwels Hoek, 1 situated

2 Not signed.

1 Paulus Hook, a part of the peninsula on which Jersey City is located. According to J. H. Brohead, History of the State of New York, 1:223, the name is derived from Michael Poulussen, the commissary at Pavonia, but this statement is based on an erroneous translation of a passage in D. F. de Vries' Korte Historieel, in which reference is made to "Michiel Poulus Dienner," meaning, not Michael Poulussen, the officer in charge of Pavonia, but Cornelis van Torst, the agent of Michiel Psuw, the patron of Pavonia. Although there was a Michiel Poulussen in New Netherland, it does not appear that he ever lived at Pavonia. See N.Y Hist. Soc., Collections, ser. 2, 3:42; Narratives of New Netherland, ed. by J. F. Jameson, p. 190; De Vries's Korte Historieel, ed. by H. T. Colenbrander, pub. by the Linschoten Vereeniging, 1911, p. 177, note; and Dinemen Jerseyst, "The Founding of Jersey City", in Holland Society of New York, Year Book, 1914, 27:5, note
westward of the island of Menhates and eastward of Ahasimus, extending from the North River to the valley which runs around it there, which land Mr. Kieft has sold to Abraham Planck, who also acknowledges that he bought the same, for the sum of four hundred and fifty guilders, reckoned at 20 stivers the guilder, which said sum Abraham Isaacksen Planck promises to pay to the Hon. Mr. Kieft, or his order, in three instalments, the first at [Amsterdam] fair A° 1638; the second A° 1639, and the third and last instalment at [Amsterdam] fair A° 1640; and in case he remains in default of payment, Jacob Aelbertsen Planck, sheriff in the colony of Hensselaers Wyck, substitutes himself as surety and principal for the purchaser, promising to pay the aforesaid fl.450, free of costs and charges. For all that is hereinbefore written, the purchaser and the surety bind their persons and property, real and personal, present and future, without any exception, submitting the same to the Provincial Court of Holland and to all other courts, judges and justices, and in acknowledgment and token of the truth these presents are signed by the parties respectively and two copies of the same tenor are made hereof. Thus done in Fort Amsterdam in New Netherland.


3 An English rendering of the Dutch word vly, meaning a marsh, or salt meadow, or what in some cases would be called a "flat."

4 Not signed. See other contract for the same land, [22], post.
Testimony of surgeons Hans Kierstede and Gerrit Schutt as to the cause of death of Gerrit Jansen

[15] This day, the 18th of May A°. 1638, before me, Cornelis van Tienhoven, secretary of New Netherland, came and appeared Master² Hans and Master Gerrit, both surgeons in the service of the West India Company here in New Netherland, at the request of the fiscal, Ulrich Lupolt, and by true Christian words, instead and with promise of a solemn oath if necessary, testified, attested and declared that it is true and truthful that on the 5th ultimo, in the afternoon, they, with others, visited the person of Gerrit Jansen, gunner in Fort Amsterdam, and found that he had been stabbed in his left side, about two fingers' breadth below the nipple, in an upward direction, and that in their opinion [the weapon] penetrated through the lung into the heart, whereupon death followed. All of which they, the deponents, declare to be true and that this is done by them without simulation or regard of persons, maintaining that everyone is bound to bear testimony to the truth. Thus done at Fort Amsterdam in New Netherland, the day and year above written.

Gerrit Schutt, surgeon
Hans Kiersted

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¹ This testimony was given in connection with the prosecution of Jan Gysbertsen from Rotterdam, charged with the killing of Gerrit Jansen. See N.Y. Col. MSS., 4:19-20.

² A translation of the Dutch term meester, meaning heelmeester, or surgeon.
Promissory note of Andries Hudde to Wolphert Gerritsen and his sons

[16] This day, date underwritten, before me, Cornells van Tienhoven, secretary of New Netherland, appeared Andries Hudde, late commissary of store goods, well known to me, and freely and deliberately acknowledged that he was indebted to Gerrit Wolphertsen and his father Wolphert Gerritsen, each of them being entitled to the just half, in the sum of four hundred and eleven guilders, ten stivers; also to Pieter Wolphertsen and said Wolphert Gerritsen in the sum of four hundred and one guilders; likewise to Wolphert Gerritsen individually in the sum of one hundred and fifty guilders, Holland currency, arising from a certain contract which the aforesaid persons have made with the said Andries Hudde. Secondly, the aforesaid Hudde promises to pay, between the date hereof and the return of the said appearer here from the fatherland, yearly to Wolphert Gerritsen seventy-five guilders. For all of which the appearer binds his person and property, real and personal, present and future, without any exception, submitting the same to the control of the Provincial Court of Holland and to all other courts, judges and justices. In testimony whereof the appearer has subscribed this with his own hand. Thus done at Fort Amsterdam in New Netherland, this 3d of July A° 1638.

A. Hudde
Inventory of the farm called Achtervelt

[17] Inventory of the effects and goods at Achtervelt belonging to Andries Hudde and Wolphert Gerritsen

3 milch cows 1 stallion of three years
1 heifer of two years 1 gelding of four years
1 yearling 1 new wagon and appurtenances
2 old oxen 1 wheel plow and appurtenances
1 young ditto 1 iron harrow
1 young calf Some agricultural implements
2 old mares required for the farm
1 ditto of one year

1 house surrounded by long, round palisades; the house is 26 feet long, 22 feet wide, 40 feet high with the roof, covered above and all around with boards; [it has] two garrets, one above the other, and a small chamber on the side, with an outlet on the side.

1 barn, 40 feet long, 18 feet wide and 24 feet high with the roof
1 hay rick, with five posts, 40 feet tall
About 16 morgens of land, sowed with summer and winter grain
1 garden planted with a number of fruit trees
1 yawl with appurtenances

Thus done and found on the aforesaid farm called Achtervelt, situated on Long Island, this 29th of July A° 1638.

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1 Revised from O'Callaghan's ms. translation and the translation printed by Berthold Fernow in Doc. Rel. Col. Hist. N.Y., 14:10. Achtervelt means rear, or hindermost, field; now Flatlands, L. I.
2 Probably a translation of uytlaet, meaning an aisle running the full length of the house.
Contract of Wouter to furnish Barent Jansen and Pieter Jansen with live stock on half the increase

[18] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared the honorable and prudent Mr. Wouter van Twiller, late director of New Netherland, of the first part, and Barent Jansen and Pieter Jansen, of the second part, who in all love and friendship mutually agreed and contracted with each other in the manner herein-after written.

First, Wouter van Twiller shall be bound to deliver to the aforesaid persons four milch cows, one mare, one gelding, one sow and some fowls, of which animals (to wit, of the cows and horses) Barent Jansen and Pieter Jansen shall during six consecutive years receive the just half of the increase and at the expiration of the said six years Mr. Twiller may select from the animals which the aforesaid persons shall then have the number of cows and horses delivered to them, whereupon the further increase is to be divided half and half; it being well understood that they shall be bound to winter and properly keep the two calves which at present are with the cows and then restore them to the said van Twiller, or his order. Barent and Pieter Jansen shall from the sow delivered to them furnish the said Twiller during the six years with one yearling shoat annually and for the fowls two capons. For all of which the

1 Here and elsewhere in the document the name Pieter is substituted for the name Hendrick.
parties bind their persons and property, movable and immovable, present and future, submitting the same to all courts, judges and justices. All in good faith, without guile or deceit, these presents are subscribed by us. Done in Fort Amsterdam, this 12th of July A°. 1638.

[The contract] begins the first of May 1638. [The lessees] shall pay the sixth part of the crop or produce and Mr. van Twiller shall at his expense have a cottage built, 30 feet long and 16 feet wide.

W. van Twiller
Barent Jans

Agreement about the cultivation of a tobacco plantation on Manhattan Island

[19] Conditions and terms agreed upon between Andries Hudde and Hans Hansen Noorman, on the 9th of July A°. 1638, as follows:

First, the aforesaid Andries Hudde shall by the first opportunity of ships send hither from Holland to Hans Hansen aforesaid six or eight persons with the necessary implements for a tobacco plantation.

1 Other translation in Doc. Rel. Col. Hist. N.Y, 14:11
2 Hans Hansen, from Bergen, in Norway.
Hans Hansen shall be bound to place the aforesaid persons on the flat land situated on the island of Manhates behind Corlaer's land.

Hudde shall be bound to pay the expenses of their transportation and of engaging them and shall send the vouchers of expenses over with them.

3 A tract of 100 morgens (200 acres), extending from the present 109th street to about 124th street, New York City, for which Andries Hudde obtained a patent on July 20, 1638. The tract was originally known as "Muscoota", and had been granted by the council of New Netherland to Hendrick de Forest during his first visit to New Netherland in 1632, subject to the approval of the directors of the West India Company. De Forest applied on Sept. 11, 1636, to the Amsterdam chamber for a confirmation of the grant and the following month sailed for the second time to New Netherland as mate of the ship Rensselaerswyck, apparently without having received the confirmation. On his arrival at Manhattan, in March 1637, De Forest made arrangements to have the land cleared and a house built, but he died on July 26, 1637, leaving the plantation in charge of his brother-in-law, Johannes La Montagne. La Montagne remained in charge till June 22, 1638, and in September of that year brought suit against Domine Bogardus, who had a power of attorney from the widow of Hendrick de Forest to look after the property, for the recovery of certain moneys expended at the plantation. In the course of the proceedings, the court ordered that the plantation should be sold at auction for the benefit of the widow and that from the proceeds La Montagne should be paid his claim. The auction was held on October 7th and La Montagne became the purchaser of the property for 1800 guilders. Meanwhile, Andries Hudde, probably with the consent of Domine Bogardus, had secured a patent for the plantation and gone to Holland, where early in 1639, at Amsterdam, he married Geertruyt Bornstra, the widow of Hendrick de Forest. He returned with her to New Amsterdam in July 1639, and the next year entered with La Montagne into an agreement regarding their respective claims, La Montagne being left in possession of the property, which he had named "Vredendael". See Land Patents, GG:21; N.Y. Col. MSS., 1:216-17; 4:19, 20; Van Rensselaer Bowier MSS., p. 197; James Riker, Revised History of Harlem, pp. 128-31; Krs. Robert W. de Forest, A Walloon Family in America, 1:81-108; and a manuscript volume at the Rijksarchief, The Hague, entitled Resolutien [van de Kamer van Amsterdam], No. 6, 1635-36, fol 177 vo.
Hans Hansen shall also be bound to provide dwellings and tobacco houses, as many as the time may permit; he shall also be bound to put the persons who shall come from Patria to work for the profit of both of them. Furthermore, Hans Hansen shall have authority over them in Hudde's absence, without being commanded therein by others. He shall likewise be bound to repay half the expenses which the aforesaid Hudde shall incur and furthermore provide such supply of victuals as shall be necessary for so many persons, on condition that Andries Hudde shall in like manner repay one half of the expenses which Hans shall incur here.

Mr. Hudde shall also be bound to pay Hans Hansen for his industry whatever arbitrators shall judge right. Likewise, Hudde shall not be at liberty to demand from said Hans Hansen any rent for the land, but shall be bound to assist him in every way with effects which he has here, if he has no other use for them and is not prevented from doing so, and all this until Hudde shall have returned, when further arrangements will be made. For what is above written the parties bind their persons and properties, movable and immovable, present and future, subject to the control of the Provincial Court of Holland and of all other courts, judges and justices, all in good faith, without guile or deceit. In testimony whereof these presents are confirmed with our usual signatures. Thus done in Fort Amsterdam in New Netherland, this 10th of July A° 1638.

A Hudde

This is the X mark of Hans Hansen, aforesaid
Contract between Wouter van Twiller and Juriaen Rodolph regarding two goats

[20] This day, the 18th of July,¹ before me, Cornelis van Tienhoven, secretary, appeared the honorable, wise and prudent Mr. Wouter van Twiller, late director, and Juriaen Rodolph, soldier, and in all amity and friendship agreed and contracted together as follows.

First, the said van Twiller shall deliver two goats to Juriaen aforesaid, who acknowledges that he has already received them, for the term of three consecutive years, during which period the said Juriaen shall receive half the increase of the said goats, and on the expiration of the three consecutive years he shall from the pick of his goats restore two goats to the said van Twiller. Thus done at Fort Amsterdam, the day and

This is the X mark of Juriaen Rodolff, aforesaid

¹ Anno 1638.
Promisory note of Thomas Hall and George Holmes to Wouter van Twiller for tobacco in payment of goods received from him

[21] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Thomas Hall and George Homs, who jointly acknowledged that they were well and truly indebted to the Hon. Mr. Wouter van Twiller in the amount of four hundred and five pounds of tobacco, for certain goods which they acknowledged to have received to their satisfaction from the hands of said van Twiller, promising therefore to pay the aforesaid four hundred and five pounds (405 lbs) of tobacco into the hands of the above named van Twiller, or his order, from the first crop which through God's blessing shall be gathered by us, free of costs and charges, without any exception, for which

George Holmes, the leader of a party of fourteen or fifteen Englishmen who in 1635 had been sent out by Governor West of Virginia and had taken Fort Nassau on the Delaware river, from which they were dislodged by order of van Twiller and brought as prisoners to New Amsterdam. Of Thomas Hall, who belonged to this party, van Tienhoven wrote in 1650: "[He] came to the South River in 1635, in the employ of an Englishman, named Mr. Homs, being the same who intended to take Fort Nassau at that time and rob us of the South River. This Thomas Hall ran away from his master, came to the Manhatans and hired himself as a farmer's man to Jacob van Curlur. Becoming a freeman he has made a tobacco plantation upon the land of Wouter van Twyler, and he has been also a farm-superintendent; and this W. van Twyler knows the fellow. Thomas Hall dwells at present upon a small bowery belonging to the Honourable Company" In the registration of the banns of his marriage to Anna Fitford, from Bristol, widow of William Quick, under date of Nov. 17 1641, at New Amsterdam, Thomas Hall is described as a young man from "Clocester" (Gloucester). Evidently he was not the same person as Thomas Hall who on May 16, 1638, had a son baptized at Recife, Brazil. See Narratives of New Netherland, ed. by J. F. Jameson, pp. 195, 375-76; J. H. Innes, New Amsterdam and its People, pp. 327-28; and Algemeen Nederlandsch Familieblad, (1888), 5:144.
we bind our persons and property, real and personal, present and future, without any exception, subject to the jurisdiction of all courts, judges and justices, and submit to the Provincial Court of Holland; all in good faith, without fraud or deceit, these are subscribed by us

Done at Fort Amsterdam in New Netherland, this 17th of July 1638.

In like manner the aforesaid persons engage and promise to pay said van Twiller, as soon as their tobacco will be clean, for such produce as they shall yet haul from said van Twiller's farm.

Thomas Hall

Contract of Sale between Director Kieft and Abraham Isaacksen Planck of Paulus Hook

[22] This day, date underwritten, before me, Cornells van Tienhoven, secretary of New Netherland, appeared the honorable, wise and prudent Mr. Willem Kieft, director general of New Netherland, of the first part, and Abraham Isaacksen Planck, of the second part, and mutually agreed and contracted about the purchase of a certain parcel of land called Paulus Hoeck, situated westward of the island of Manhatas and eastward of Ahasims, extending from the North river up to the valley which there surrounds it; which land Mr. Kieft has sold to Abraham Planck, who also acknowledges that he has purchased the aforesaid land, for the sum of four hundred and fifty guilders, reckoned at 20 stivers each.

Abraham Planck also acknowledges that he is well and truly indebted to the Hon. Mr. Kieft in the sum of five hundred and twenty guilders, amounting together to the sum of nine hundred and seventy guilders, which aforesaid sum Abraham Isaacksen promises to pay and put into the hands of the said Kieft, or his order, in three instalments: the first payment on the day of [Amsterdam] fair Ao 1639, the second payment on fair day Ac 1639, and the third and last payment on fair day Ao 1640; and if the purchaser, Abraham Planck, remains in default of payment at the time aforesaid, Jacob Planck substitutes himself as surety and principal herein, promising to tender and pay the sum aforesaid, free of costs and charges. For all that is hereinafter written Abraham Planck, as purchaser, and Jacob Planck, as surety, bind their persons and property, real and personal, present and future, submitting themselves to the Provincial Court of Holland and to all other courts, judges and justices; all in good faith, these are subscribed by the parties respectively.

Done on the island of Manhates, in Fort Amsterdam, the first day of May 1638.

Jacob Planck

Abram Planck

Power of attorney from Hans Hansen to Wouter van Twiller

[23] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Hans Hansen, from Bergen, in Norway, and he the appearer, declared that he had granted full power and authority to the honorable, wise and prudent Mr. Wouter van Twiller, late director of New Netherland, as he hereby does constitute and empower the aforesaid van Twiller,
to collect all such moneys as are due to the appearer from Isbrant Adriaensen, or his heirs. The aforesaid van Twiller shall have power to dispose of the said moneys as he shall be ordered to by the appearer, who promises that he will hold himself satisfied and paid whenever the heirs shall have satisfied and paid the aforesaid moneys to the Hon. Mr. van Twiller and who hereby releases them from all further demands. Thus done in Fort Amsterdam on the Island of Manhates, this 18th of July Ao 1638.

This is the X mark of
Hans Hansen from Bergen, aforesaid

Declaration of Jan Jacobsen and Jan Hendrick Cant regarding an assault upon deputy sheriff Bredenbent

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Jan Jacobsen from Haerlem, aged about 26 years, at the request of Willem Bredenbent, under-sheriff of New Netherland, and by true Christian words on his conscience, in place and with promise of a solemn oath if necessary, testified and declared, as he does hereby, that it is true and truthful that on Saturday last some words passed between Bredenbent aforesaid and Hans Schipper in the guardhouse, without the aforesaid Bredenbent having used any contumelious language, or excited said Schipper in any manner. Notwithstanding, said Hans Schipper berated him as a rascal, stating that he was not worthy to drink out of the same tankard, and further abusing him as a thief catcher, whereupon
Bredenbent went out of the guard house. Hans Schipper immediately followed him and struck him with his fist outside the guard house, whereupon Bredenbent above named drew his sword and wounded the aforesaid Schipper. The said deponent concluding herewith his declaration and persisting therein, declares that he has done this in order to bear testimony to the truth.

Thus done at Fort Amsterdam, in New Netherland, this 19th of July 1638.

This is X the mark of Jan Jacobsen aforesaid

Jan Hendryck Cant, aged 28 years, declares to the same effect as above

Declaration of Maurits Jansen and Pieter de Mey regarding an attempt of Jan Damen to throw Dirck Holgersen's wife out of doors.

[24] This day, the 22d of July 1638, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Maurits Jansen,1 assistant, aged 20 years, and Pieter de Mey, aged 24 years, and jointly declared by true Christian words in place and with promise of an oath, if necessary, that it is true and truthful that the wife² of Dirck Holgersen, Noorman, being at the house of Jan Damen and said Jan Damen telling her that she must go out of the house, she refused and did not intend to leave the house, whereupon Jan Damen aforesaid pushed said

1 Maurits Jansen van Broeckhuysen, a cousin of Kiliaen van Rensselaer. He arrived in New Netherland in 1637, as assistant farmer, and the next year was promoted to the position of head farmer in the colony of Rensselaerswyck. See Van Rensselaer Bowier MSS., pp. 408, 412, 810.
2 Christina Vigne. Jan Damen was her step-father.
Dirck Holgerten's wife out of the house, as she would not depart by fair words. Dirck Holgersen thereupon coming to defend his wife, Jan Damen, drawing a knife, made a cut at said Dirck Holgertsen, who took up a post and struck Jan Damen with it. This is all. They, the deponents, concluding herewith their declaration, etc.

Maurits Jansen
Pieter de Mey

Declaration of surgeon Gerrit Schutt and Jan Pietersen respecting the above assault

This day, the 22d of July 1638, before me, Cornelis van Tienhoven, appeared Gerrit Schut and Jan Pietersen, alias Comrade Jan, at the request of Dirck Holgerten, Noorman, and jointly declared by Christian words, in place and with promise of an oath if necessary, that it is true and truthful that they, the deponents, being some days ago at the house of Jan Damen, there saw and heard what follows.

First, Jan Damen dunning Dirck Volckertsen for payment of fl. 30, Dirck answered that he did not owe him anything. Jan Damen thereupon replied: "Begone out of the house!" and forthwith threw Christina, Dirck Holgersen's wife, out of doors and struck her. Furthermore, drawing a knife, he cut and thrust at said Dirck Hollegersen's wife, as appears from the skirt which she then had on.

1 A translation of the Dutch expression Janmaat, which is commonly applied to sailors.
Further, Dirck Holgersen, seeking to defend his wife, threw a pewter can at Jan Damen, but missed him, whereupon Jan Damen made for him with a naked knife in his hand, cutting and thrusting at him and, as the said Dirck sought to defend his life, Dirck aforesaid took up a post to keep Jan Damen off. As Dirck Holgerts was going toward the fort or elsewhere, said Jan Damen again beat Dirck Volgersen's wife with his fists and tore the cap off her head and challenged Dirck, saying: "If you have the courage, draw your knife." But Dirck, being sober, would not do so and only defended himself with a post. The deponents declare all this to be true. Done at Fort Amsterdam, the day and year aforesaid.

Gerrit Schutt

This is the X mark of
Jan Pietersen, nicknamed Comrade Jan

Promisory note from Wolphert Gerritsen to the deacons of New Amsterdam

[26] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Wolphert Gerritsen, to me well known, and voluntarily and deliberately acknowledged that he was indebted to the deacons of New Netherland in the sum of two hundred and sixteen guilders, Holland currency, arising from the receipt of such sum from the hands of the deaconry of this place, and that at five per cent interest per annum, which said sum of money the said Wolphert Gerritsen promises honestly and truly to pay into the hands of the said
deacons, with the interest thereof, free of costs and charges. For all of which Wolphert Gerritsen binds his person and property, real and personal, present and future, all in good faith. Thus done in Fort Amsterdam, this 22d of July 1638.

This is the X mark of Wolphert Gerritsen, aforesaid

Bond of Andries Hudde to Rev. Everardus Bogardus with mortgage on property at Achtervelt, L. I.¹

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Andries Hudde, late commissary of store goods here in New Netherland, and acknowledged voluntarily that he was well and truly indebted to Everardus Bogardus,² minister of this place, in the sum of six hundred Carolus guilders, Holland currency, arising from a certain note of hand executed on the first of July Aº 1637 by the aforesaid Hudde, which sum aforesaid the said Hudde promises honestly and honorably to tender and pay into the hands of the said Bogardus, free of costs and charges, without any gainsay, binding to that end for the sum aforesaid all his effects, be they house, cattle, or otherwise, which the appearer has here in New Netherland and which at present are located in the district of Achtervelt, placing him, Bogarde, as he hereby does, in

¹ Other translation in Doc. Rel. Col. Hist. N.Y., 14:12
² A biographical sketch of Domine Bogardus, by Dr A. Eekhof, is found in Nieuw Nederlandsch Biografisch Woordenboek, ed. by P. C Kolhuysen and P. J Blok, 1:386–89.
possession of the effects aforesaid and finally and wholly
conveying, and transferring to him the effects belonging to him,
Andries Hudde, and that to the amount of the above mentioned sum.
For all of which the appearer binds his person and property, real
and personal, present and future, without any exception, under
submission to all courts, judges and justices and especially to
the Provincial Court of Holland; all in good faith, this is
confirmed by the appearer's usual signature

Thus done on the island of Manhates, this 22d of July 1638.

A. Hudde

Deed for land on Long Island from Jacob van Curler to Wouter
van Twiller

[27] This day, the 22d of July 1638, before me, Cornelis
van Tienhoven, secretary of New Netherland, appeared Jacobus
van Corlaer and declared that he wholly and finally renounces
the right and title which the grantor has to the flat on Long
Island, to the west of the most easterly of the three called
Caskuteyle, and at the same time hereby transfers the said

1 Other translation in Doc. Sel. Col. Hist. N.Y., 14:12-13
2 On June 16, 1636, the flats called Castuteeuw were patented,
the westernmost to Andries Hudde and Wolphert Gerritsen [van
Couwenhoven], the middle one to Jacobus van Corlaer, and the eastern-
most to Wouter van Twiller (Land Patents, GG:12, 14, 15). By the
above deed van Twiller became proprietor of the middle as well as
of the eastern flat. In 1640 orders were sent by the directors
of the West India Company at Amsterdam not to permit the transfer
of any land which van Twiller had purchased from the Indians and
on July 1, 1652, a law was passed annulling the grants of the two
flats above mentioned which were claimed by van Twiller, and of
the large flat, otherwise called the Bay, or Amersfoort flat,
and adjacent lands granted to Hudde and Wolphert Gerritsen. The
grant to the latter, however, was ratified on August 22, 1658
flat to the Hon. Mr. van Twiller, late director of New Netherland, substituting him in his place, estate, real and actual possession thereof and giving him full and irrevocable power, authority and special commission to dispose of the land aforesaid as he could dispose of his own lands obtained by just and lawful title, at the same time delivering and [promising] to hold the said land free from all claims or actions which any one may bring for the recovery thereof: all in good faith, without guile or deceit. In testimony whereof these presents are confirmed by the grantor's usual signature.

Jacob van Curler

Receipt from Cornelis Dircksen Hooglandt to Wouter van Twiller for a number of goats

[29] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Cornelis Dircksen, who acknowledges that he has received from the hands of the Hon. Mr. Wouter van Twiller, late director of New Netherland, 22 old kids, 8 young ditto, 13 old goats, 7 young goats and 1 buck, all of which aforesaid animals the appearer promises to take proper care of and look after as if they were his own, he to have for his trouble the milk of the goats and the use thereof until ordered otherwise by said van Twiller. For which Cornelis Dircksen bind his person and property, real and personal, without any exception, submitting the same as by law provided, all in good faith. Thus done on the island of Manhates, this 24th of July 1638, on condition that the first two kids which shall be produced shall be for his son.

By me, Cornelis Diercksen Hooghlandt
Power of attorney from Wouter van Twiller to Director Kieft

This day, the 25th of July A° 1638, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared the honorable and prudent Mr. Wouter van Twiller, late director of New Netherland, who hereby constitutes the Hon. Mr. Willem Kieft, director general of New Netherland, [his attorney] and fully empowers him to collect nine hundred and five pounds, Holland weight, of tobacco for said van Twiller from George Homs and Thomas Hall, arising from a certain obligation executed by them in connection with the lease of the plantation, holding as valid whatever the aforesaid Hon. Mr. Kieft shall do herein and discharging the aforesaid Thomas Hall and George Homs from said debt whenever they shall have paid to Mr. Kieft the 905 lbs. of tobacco above mentioned. Thus done at Fort Amsterdam on the island of Manhates, the day and year above written.

W. van Twiller

Power of attorney from Evert Bisschop

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Evert Bisschop, carpenter, who constitutes and empowers, as he does hereby, [ ] to collect and receive from Messrs. the directors of the General Chartered West India Company, chamber of Amsterdam, such moneys as they owe to this carpenter's wife, named 1

1 Not finished
Power of attorney from Jan Jansen Damen to Cornelis van Tienhoven to manage his affairs during his absence

[31] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Jan Jansen Damen, an inhabitant of this place, and voluntarily and deliberately declared that he authorized and empowered me, Cornelis van Tienhoven above named, as he does hereby, [as follows:]

The said Tienhoven aforesaid shall during the appearer's absence have authority and control over all the appearer's property, including cattle, land, and all other his estate and effects here in New Netherland. Furthermore, he shall have power to collect and disburse and do all other essentials for my best advantage, without rendering any account to any other person but myself, or such as I may hereafter authorize. I declare this to be my deliberate will and pleasure and van Tienhoven hereby promises that he will conduct himself herein as an honest man is bound to do. Thus done on the island of Manhates, this 20th of July 1638.

Jan Janse Damen

Deed from Andries Hudde to Gerrit Wolphertsen for land in the district of Achtervelt, L. I

[32] This day, date underwritten, before me, [Cornelis van Tienhoven,] appeared Andries Hudde and acknowledged that he was well and truly indebted to Gerrit Wolphertsen in the sum of

fifty two guilders, Holland currency, and that [he] had given to Gerrit Wolphertsen 50 morgens of land out of [his] just half part in the district of Achtervelt, conveying and transferring hereby to him the said land, relinquishing all claims which the appearer may have to the said 50 morgens of land and promising to hold valid whatever he may do with the land aforesaid. For which said Andries Hudde binds his person and property, real and personal, without any exception, all in good faith. Thus done on the island of Manhates, this 26th of July 1638.

A. Hudde

Contract between Symon Jansen and skipper Willem Claessen regarding the purchase of anise

This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland for the General Chartered West India Company, appeared Symon Jansen of Munnekedam, and acknowledged in the presence of the subscribing witnesses that he had purchased from Willem Claesen, skipper of the ship named The Arms of Norway, ¹ two ankers of double anise and that for the sum of one hundred and thirty-five Carolus guilders, on the following conditions:

First, if said skipper Willem Claesen remain alive over one year from the date hereof, the appearer shall be bound to tender and pay the sum aforesaid, free of costs and charges, without any gainsay, and if he happens to die within one year from the

¹ Het Wapen van Noorwegen.
date hereof, Symon Jansen shall not be bound to pay anything to
the aforesaid Willem Claesen, or his heirs, but shall retain the
aforesaid anise for nothing, Willem Claesen hereby promising the
appearer, if he dies within the aforesaid time, to free him from
all future demands.

Further, for what is hereinbefore written Symon Jansen binds
his person and property, real and personal, present and future,
nothing excepted, and all the means and effect which he, the
appearer, possesses in the fatherland, submitting the same to
the Provincial Court of Holland, and Zeeland and to all other
courts, judges and justices, all in good faith. Thus done in
Fort Amsterdam, in New Netherland, this 9th of August 1638.

Symon Jansen Quylenburch ¹
Willem Claessen ²

Evert Evertsen Eysschop witnesses
Yillis Pietersen

Power of attorney from Rev. Everardus Bogardus to Wouter van
Twiller

[33] This day, date underwritten, before me, Cornelis
van Tienhoven, secretary of New Netherland, appeared Everardus
Bogardus, minister in this place, as husband of the widow of

¹ Apparently a family name, derived from Culemborg, or
Kuilenburg, a city on the river Lek, in the province of Gelder-
land, Netherlands.
² This name was canceled in the original. According to
Education Department Bulletin, No. 462, p. 14, the original
signature was written: Wyellem claes.
Rouloff Janssen of Masterlandt, deceased, and in said capacity the appearer constitutes, as he hereby does, the Hon. Mr. Wouter van Twiller, late director of New Netherland, his attorney, with full power to collect from the honorable directors of the Chartered West India Company the sum of two hundred and seventeen guilders, earned by the late Rouloff Jansen above named of said gentlemen, which was remitted in the year 1635 to the orphan masters of the city of Amsterdam and has not been received by them; holding as valid all that shall be done in this matter by the above named van Twiller.

Thus done in Fort Amsterdam, on the island of Manhates in New Netherland, this 12th of August A° 1638.

Declaration of Adriaen Pietersen that the tobacco delivered by Barent Dircksen to Master Gerlyn was in good condition

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Adriaen Pietersen, aged about 20 years, to me well known, and declared at the request of Barent Dircksen, baker, that he, the deponent, saw that when Barent Dircksen delivered to Mr. Gerlyn the tobacco, to wit,

1 The well known Anneke Jans. Masterlandt refers to Marstrand, an island off the coast of Sweden, which till the peace of Roeskilde, in 1658, belonged to Norway. See Van Rensselaer Bowier MSS., pp. 56-57; J. O. Evjen, Scandinavian Immigrants in New York, p. 89.

2 Meaning probably that the account had been sent to the orphan masters with power to collect the amount for the benefit of the minor children of Rouloff Jansen, deceased.

3 Not signed. Another power of attorney to the same effect was given on April 16, 1639, to Hendrick Cornelissen van Vorst
215 lbs Holland weight, it was in good condition, as Mr. Jerlyn took fully half of the tobacco out of the hogshead and carefully examined it and had it repacked by one of his men. All of which he, the deponent, declares to be true and that he has done this solely for the purpose of bearing testimony to the truth.

Done on the island Manhates, in Fort Amsterdam, this 13th of August 1638.

by me,

Aerisaen Pietersz

Account of Cornelis Melyn against Kiliaen van Hensselaer

Copy of the account of Cornelis Melyn, supercargo on the ship called The Arms of Norway 1

August 4th, settled with Michiel Jansen for the board of himself and his wife and two servants, amounting to the sum of one hundred and forty guilders, sixteen stivers; I say, fl.140.16

Mr Henselaer: Please pay to Cornelis Melyn, or bearer, the sum of fl.140.16 By me, signed, Michiel Jansz

August 4th, settled with Tonis Dircksen for board of his wife, 1 child, 2 servantmen and himself, amounting together to the sum of one hundred and forty-one guilders, fourteen stivers; I say, fl.141.14.

Mr Henselaer: Please pay to Cornelis Melyn, or bearer, the sum of fl.141.14. This is X the mark of Tonis Dircksen

1 Het Wapen van Noorwegen. See Van Rensselaer Bowier MS, pp 399-400, 422-23.
Mr. Kiliaen van Renselaer: Please pay for things which I had need of and have received the sum of fl.23.12. By me, Machiel Jansz.

August 4th, settled with Jan Michielsen for board of himself and his little son, amounting to the sum of fifty guilders.

Mr. Renselaer: Pay the sum of fifty guilders to bearer or to Cornelis Melyn. Signed by me, Jan Michielsen, tailor.

Mr. Renselaer: Please pay to Cornelis Melyn fl.27 for bringing me over; and please repay fl.2.10 received in Texel. Signed, Adriaen Cornelissen from Bartingerhoorn.²

Gave Michiel a sling to swing the horses out of the ship, cost fl.8.

And 3 barrels of beans for the horses, at fl.7 the barrel, amounts to fl.21.

For freight of the horses and other goods, according to the invoice, fl.1000.

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¹ Barsingerhorn, a village in the province of North Holland. See Van Rensselaer Bowier MSS., p. 412.
Richie Jansen owes fl. 140.16
Tonis Dircksen 141.14
Said Richie Jansen in addition 23.12
Jan Michielsen 50.00
Adriaen Cornelissen 29.10
ditto for 1 sling fl. 8.00

ditto for 3 barrels of beans fl. 21.00 29.00
For freight of horses, etc 1000.00

Less what has been paid by Kelyn by Director Kieft and received here for necessaries 111.03
Leaving a clear balance of fl. 1302.9

Information of Thomas Hall regarding a fight between Gerrit Jansen and Jan Gysbertsen in which the former was killed

[36] Before me, Cornells van Tienhoven, secretary of New Netherland, appeared Thomas Hall, inhabitant of this plantation, and at the request of Ulrich Lupolt, fiscal, by true Christian words, in place and with promise of a solemn oath if need be, declared, testified and attested, as he, the deponent, does hereby attest and declare, that on the [ ], while he, the deponent, was standing at the gate of Fort Amsterdam, he saw Gerrit Jansen, gunner, come to said fort with a drawn knife in his hand and, following him, Jan Gysbertsen from Rotterdam, also with a drawn knife. Being come outside the gate of the fort, Gerrit Jansen above named spoke: "If I must stand, I will stand", and immediately, one striking at the other, Jan Gysbertsen wounded said Gerrit Jansen in his head, who fell over some palisades
that lay there and said: "The devil shall take you for this,"
at the same time approaching Jan Gysbertsen. Jan Gysbertsen
thereupon made a pass at Gerrit Jansen and hit him in
the left breast, so that he staggered a little; nevertheless,
in turning around, Gerrit aforesaid hit Jan from behind in his
buttock. Further, as Gerritt could not do any more on account
of his wounds, Jan Gysbertsen asked him if he, Gerrit Jansen,
went any more whereupon he gave for answer that he had
enough, not going forth and coming within the gate of Fort
Amsterdam, he fell to the ground and was dead. All this the
deponent declares to be true and to be done without any simula-
tion or regard of persons, only to bear testimony to the truth.
Thus done on the island of Manhates, in Fort Amsterdam, this

Thomas Hall

Information of Egbert van Borsum respecting the fight between
Gerrit Jansen and Jan Gysbertsen

[37] Before me, Cornelis van Tienhoven, secretary of New
Netherland, appeared Egbert van Borsum, at the request of
Ulrich Lupoldt, fiscal, and by true Christian words, in place
and with promise of a solemn oath if need be, declared,
testified and attested, as he, the deponent, does hereby declare,
testify and attest, that on the [ ], the deponent leaning
over the door of the great house in the fort, saw Gerrit
Jansen, gunner of Fort Amsterdam, come out of his house and sit
down at the gate of the fort, whereupon, shortly afterwards,

1 Peering over the lower part of a Dutch door, divided horizontally through the middle
Jan Gysbertsen from Rotterdam followed. Going to the gate, the deponent heard Gerrit Jansen ask Jan Gysbertsen if he were ready, who answered, yes. Such being the case, the aforesaid persons immediately went outside the gate of the fort and cut at each other. Gerrit Jansen with one cut being wounded in the head, said Gerrit said: "The devil shall take you for that", and then began to thrust hard at Jan Gysbertsen, who said: "Wilt thou thrust? Then the devil take you for it." And so, one thrusting at the other, at last Jan Gysbertsen stabbed Gerrit Jansen in his left breast, so that he staggered, and in turning around the gunner stabbed Jan Gysbertsen behind in his breech. And forthwith, Gerrit Jansen, coming into the fort and even with the gate, fell to the ground, with a drawn knife in his hand. Concluding his declaration herewith, he, the deponent, persists therein, stating that all this is true and is done in consideration that every one is bound to bear testimony to the truth, especially when required so to do. Thus done on the island of Manhattan, in Fort Amsterdam in New Netherland, this [ ].

Egbert van Borsum

Power of attorney from Director Kieft to Samuel Maverick to collect moneys due to the West India Company

[38] Before me, Cornelis van Tienhoven, secretary in New Netherland on the part of the General Chartered West India Company, appeared the honorable, wise and prudent Mr. Willem Kieft, director general of New Netherland, who declared it to be his good will and pleasure that Mr. Samuel Maverick, residing in
Maetteteusjes bay in New England, be empowered to collect from Thomas Farley, John Drake, Robert Wit, and George Ludlow such moneys as the above named persons, according to the accounts hereto annexed, owe the honorable director on account of the Chartered West India Company, chamber of Amsterdam; at the same time constituting the said Mr. Mauric [his attorney] and giving him full power and authority, as he, Willem Kieft aforesaid, does hereby, to collect from the aforesaid persons the above mentioned moneys, holding as valid all that the said Mr. Maurick shall do in the matter, [with power] likewise, if they fail to pay, to sue them at law I shall hold myself as having received payment in full whenever said persons shall have paid Mr. Maurick what they owe according to the account thereof rendered, it being well understood that Mr. Mauric shall prosecute each of the aforesaid persons as principal according to the contract.

Thus done on the island Manhates, at Fort Amsterdam in New Netherland, the 27th of August 1638.

Willem Kieft

Claes van Elslant

Testimony of Surgeon Harmen Meyndertsen van den Boogaert respecting misbehavior of Thomas Beeche's wife

[39] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Harmen Meyndersen van Begerdt, aged 26 years, surgeon, at the request of Maryn Adriaenssen, and by true

1 Samuel Maverick, of Massachusetts Bay, afterwards one of the royal commissioners who accompanied Richard Nicolls to assist him in reducing New Netherland.

2 Robert White

3 George Ludlow.
Christian words, in place and with promise of a solemn oath if need be, testified and attested, as he does hereby, that, the appeaser being last Thursday, the 26th of August, with others merry at the house of Claes Cornelissen, 1 wheelwright, where at the time were present Thomas Bescher's 2 wife and her husband, she, notwithstanding her husband's presence, fumbled at the front of the breeches of most all of those who were present and paid for a portion of the wine that had been drunk and, when her husband requested her to go home with him, refused to do so, but continued to act as before. Her husband, becoming jealous at this, struck his wife and Master Geerlyn. 3 The deponent concluding his declaration herewith, persists therein and declares it to be true, maintaining that every one is bound to give evidence of the truth when required so to do. Thus done on the island of Manhatas, this first of September 1638. 4

Testimony of Hendrick Gerritsen Lichhart and Francisco de Porte Port respecting misbehavior of Thomas Beeche's wife

Before me, Cornelis van Tienhoven, secretary, etc., appeared Hendrick Gerritsen Lichhardt and Francisco de Porte Port and conjointly, at the request of Meryn Adrisensen, by true Christian words in their consciences, in place and with promise of a solemn

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1 Claes Cornelissen Swits.
2 Thomas Beeche, also referred to as Thomas Beets. His wife, Nanne, afterwards married Thomas Smith. See H. E. Beach, "Thomas Beeche of New Amsterdam, 1638–1640; a Man of Mystery", in N.Y. Gen. and Esth. Record (1937), 68:104–10.
3 Pieter Jerlyn, skipper of Isaac Allerton's sloop.
4 Not signed.
oath if need be, testified and attested, [as they do] hereby, that they, the appearers, being invited with Maryn Adriaensen sometime ago to the house of Mr. Pieter Gerlyn, and Thomas Bescher's wife being also present there, this discourse took place between Pieter Gerlyn and Thomas Bescher's wife:

First, Pieter Gerlyn bet the above woman in the presence of us, the appearers, and Samuel Chandler that she was a whore

[the remainder unprintable]

Thus done the first of September A° 1638, in Fort Amsterdam.

This is the X mark of Francisco de Porte Port

Hendrick Gerritsen Lichthardt

Further testimony of Hendrick Gerritsen Lichthardt and Francisco de Porte Port respecting Thomas Beeche's wife

[40] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Hendrick Gerritsen Lichthardt and Francisco de Porte Port and, at the request of Maryn Adriaensen, conjointly declared that we, being some time ago in Katetusjes bay, were invited by skipper Gerrit Neel. Being there, we met the wife of Thomas Beets with Pieter Gerlyn, who was with her, bringing two flasks of wine, and so, being merry together, Maryn Adriaensen asked all the company if he would cut off the aforesaid woman's purse for fun? They answered, Yes, whereupon he did cut it, exhibiting to the persons present its contents, namely, one little gold ring, with 5 or 6 stivers in money. Pieter showing

1 Massachusetts Bay
his purse, Maryn said: "I have such a purse as you", and stuck an English half crown therein, because there had been no money in it. The above named woman, seeing her purse, berated him as a thief and a rascal and struck him in the face. Concluding their testimony herewith, they persisted therein, considering that every one is bound to give testimony to the truth. Thus done on the island of Xanhates, in Fort Amsterdam, this first of September A° 1638.

This is the X mark of Francisco de Porta Fort
Hendrick Gerritsen Lichhardt

Declaration that Jan Evertsen Bout of Pavonia abused the fiscal and threatened to shoot him

[41] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared at the request of Ulrich Lupoldt, fiscal, the undersigned witnesses and conjointly, with true Christian words, in place and with promise of a solemn oath if neccessary, attested, testified and declared, as they hereby do attest, testify and declare, that the deponents, being on the 27th of September [sic] A° 1638, with the fiscal at the house of Claes Cornelissen, wheelwright, Jan Evertsen Bout, living at Pavonia, did grossly insult the fiscal, abusing him as a dog, a thief and a rascal, and not only him, but all belonging to him, snapping his fingers and saying: "If you or any one belonging to you come to Pavonia, I shall shoot you or them" Continuing with bad

1 Claes Cornelissen Swits See James Aker, Revised History of Harlem, pp. 131-32.
language, he said: "Do you mean to catch me with the black wench? What would you do? I sleep with the black wench and have trod her." The aforesaid Jan Evertsen Bout made use of this and other such insulting language and unprofitable discourse in the presence of us, the deponents. All of which we thus declare to be true and that we have done this solely to bear testimony to the truth. Thus done in Fort Amsterdam, this first of September A° 1638.  

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Declaration of James Oldham and others regarding the ownership of a sloop sold to Jan Schepmoes and Claes de Veringh

[42] Before me, Cornelis van Tienhoven, secretary of New Netherland, at the request of Jan Schepmoes and Claes Veringh appeared Mr. Oldingh, Captain Teyler, Maryn Adriaensen and Hendrick Gerritsen Lichthardt and conjointly, by true Christian words, in place and with promise of a solemn oath if need be, testified, attested and declared that it is true and truthful that it is well known to us that Mr. Captain Teyler owned the sloop [ ], which he sold to Jan Schepmoes and De Veringh aforesaid, and that it belongs to them alone and that there is no one in New England who has any claim on the aforesaid sloop, the more so, as we have also heard Mr. Hutsjes, skipper of a pinnace, say so. We, the deponents, declare all this to be true, further persisting herein and [stating] that this has been done in consideration of the fact that every Christian man is

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2 Not signed.
1 James Oldham.
2 Hutchinson?
bound to bear witness of the truth. Thus done on the island Manhates, in Fort Amsterdam, this 3d of September A0-1638, in New Netherland.

Also, that Mr. Winter has said that the seller has received payment for the aforesaid sloop.

Phillip Taylor
Thomas Cames
Hendrick Gerritsen Lichthart
This is the X mark of Maryn Adriaensen

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Bond of Harmen Meyndertsen van den Boogaert as security for the payment of money due by Claes Cornelissen Swits to Cornelis Lambertsen Cool

[43] Before me, Cornelis van Tienhoven, appeared Mr. Harman Meyndersen, who bound himself as surety and principal, as he hereby does, for Claes Cornelissen Swits, for the behoof of Cornelis Lambertsen Cool, in the sum of two hundred Carolus guilders, reckoned at 20 stivers to the guilder, payable in two consecutive years from the date hereof, arising from the purchase of a gelding; which sum aforesaid the said Harman Myndersen promises to pay in cash, and not by an order on his monthly wages, in case Claes Cornelissen above named shall not satisfy the debt within the aforesaid time. And Claes Cornelissen

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3 Thomas Chambers?
1 Surgeon Harmen Meyndertsen van den Boogaert. He was the author of the "Narrative of a Journey into the Mohawk and Oneida Country, 1634-35", at one time erroneously attributed to Arent van Curler. See Van Rensselaer Bowier MSS., p. 271, note; and translation of the Journal in Narratives of New Netherland, ed. by J F Jameson, pp. 139-62; and Nelson Greene, History of the Mohawk Valley, 1:224-39.
acknowledges that he has received the aforesaid gelding from Cornelis Lambertsen Cool, promising hereby that he will honestly and honorably pay the sum aforesaid at the expiration of the aforesaid time, free of costs and charges, without any objection, [he and the surety] submitting to that end their persons and properties, real and personal, present and future, without any exception, to the control of all courts and judges, without any exception. Done at Fort Amsterdam, this [ ] September 1638.

Harman Mynders a Boogaerdii, Chirurgeon

Will of Surgeon Harmen Meyndertsen van den Boogaert

[44] In the name of the Lord, Amen. Before me, Cornelis van Tienhoven, secretary of New Netherland, in the presence of the undersigned witnesses, personally appeared Harman Meyndersen van den Bogaerd, surgeon, to me well known, in good bodily health, not confined to bed and in possession of his understanding, memory and speech, who, reflecting on the shortness of human life and that nothing is more certain than death and more uncertain than the hour thereof, and therefore wishing to anticipate the uncertainty of death by certain testamentary disposition, inasmuch as he is at present about to go on a West India voyage, declared it to be his will and deliberate intention that Jelisje, daughter of Claes Jansen of Zierickzze,1 his, the testator's future wife, shall after his death forever and at all times have power to dispose of all their goods and all his, the testator's, substance which God Almighty has bestowed on him in

1 Zierikzee, a city on the island of Schouwen, in the province of Zeeland, Netherlands.
this world, which shall also belong to her in free ownership, for her and his heirs, without rendering any account thereof to any of the testator's friends or blood relations, on condition of paying to his relatives the sum of six Carolus guilders, for which they must relinquish all their rights, the testator wishing that this shall be observed and obeyed as his last will and that it may be valid and hold good before all courts and judges. [ ] September 1638.

Harman Kynders van den Boogaert
Ulrich Lupoltt, witness
Oloff Stevensen

Bond of Philip Taylor and James Oldham for the freedom of George Lucombs

[45] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Mr. Captain Philip Teyler and Gems Oldinge and by true Christian words, in place and with promise of a solemn oath if need be, declared that George Lucombsen, late servant of Mr. Daniel Cogelyn, is free and his own master and that I, the undersigned Mr. Teyler, have received for his freedom ten pounds sterling. Therefore, we, the appearers, place ourselves in the room and stead of the aforesaid George Lucombsen, holding him free and discharged from his bounden service, and render ourselves liable as sureties and principals for him, releasing him from all further demands and claims which his

1 G. C. Greer, Early Virginia Immigrants, p. 211, gives the name of George Lucking, brought over in 1635, by Daniel Cugley, Accomac County
master may make on him, binding for all that is hereinbefore written our persons and properties, without any exception, under submission to all courts, judges and justices, all in good faith, this [ ] September 1638, in New Netherland.

Phillip Taylor

Thomas Cames

James Ouldham

Indenture of service of George Lucombs to Jan Pietersen

Appeared, etc. George Lucombsen and declared that he voluntarily bound himself to Jan Pietersen, tobacco planter, for the term of 18 consecutive years, promising to serve out his prescribed term honestly and faithfully as it behooves and becomes a good and faithful servant to do. I shall acknowledge him as my master, execute and perform every service required by him, whether in his absence or his presence, and take good care of his property which shall be entrusted to me, under penalty of forfeiture of my earned wages. For what is hereinbefore written I, the appearer, bind my person and property, real and personal, present and future, without any exception.

Thus done the [ ] of 7ber A° 1638, in New Netherland.

This is the X mark of George Lucombe, aforesaid
Contract of Jan Jacobsen from Vreeland to let Harmensen have six cows on halves

[46] On this day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, personally came and appeared Jan Jacobsen from Trelant, of the first part, and Hendrick Harmansz [ ] of the second part, and in all amity and friendship mutually covenanted and agreed on the conditions hereinafter written.

First, Jan Jacobsen shall deliver to Hendrick aforesaid two cows for the term of six consecutive years, during which time the aforesaid Hendrick shall for his care and trouble have the use and benefit of the aforesaid cows, together with half the increase which shall be bred from them, it being well understood that at the expiration of the six years the said Jan Jacobsen shall be at liberty to take back those cows which he now delivers and none other, and the remaining cattle which shall be bred from the two cows shall be divided equally between the parties. Hendrick acknowledges that he received the said animals on the [ ] from the hands of Jan Jacobsz and promises to care for and do by them as if they were his own; and if the said cows should die within the six years, Jan Jacobsz shall not claim anything, except that the increase, if there be any, shall be divided half and half, with which Jan Jacobsz shall be content. Furthermore, Jan Jacobsz may reside

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1 See his marriage contract, # [153], post.
2 Hendrick Harmensen had a farm on the northern outskirts of Newtown, L. I. His daughter Margaret married Abraham Hycken, the ancestor of the Hiker family. See James Hiker, Jr., Annals of Newtown, pp. 21-22.
in the house of Hendrick Harmansz aforesaid and keep hogs on the farm, provided that Jan Jacobsz shall help Hendrick in the work for wages and that the latter shall sell to Jan Jacobsz butter and milk for money when there is any. For all that is hereinbefore written the parties bind their persons and properties, movable and immovable, present and future, without any exception, submitting the same to the Provincial Court of Holland and all other courts, judges and justices, all in good faith, and two copies of the same tenor are made hereof and signed by the contracting parties in the presence of the subscribing witnesses.

Done at Fort Amsterdam in New Netherland, this 25th of September A° 1638.

This is the X mark of
Maurits Jansz, witness
This is the X mark of
Egbert van Borssum

Hendrick Harmansz, aforesaid
This is the X mark of
Jan Jacobsen from Vrelant
Declaration of Philippe du Trieux and Wolphert Gerritsen regarding the answer of Anthony Jansen when asked to pay Domine Bogardus

[48] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared, at the request of Everardus Bogardus, minister of this place, Philip de Truy, aged about 53 years, and by true Christian words, in place and with promise of a solemn oath if need be, declared, attested and testified that it is true and truthful that by order and command of the Domine he went this day to the house of Anthony Jansen from Salee, to notify him to tender and pay Bogarde the money which belonged to him. Whereto Anthony gave for answer: "If Domine will have his money at once, then I had rather lose my head than pay him in this wise, and if he insist on [having] the money, it will yet cause bloodshed" Further, the said De Truy by command of Bogarde offered him peace, or else that he prove that said Bogarde was a perjurer. Whereupon, he gave for answer:

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1 His real name was Philippe du Trieux. He came from Roubaix, France, and would seem to have been among the Walloons who arrived at Manhattan in 1624. He married in 1615, at Amsterdam, Jaquemine Noiret, of Ryssel (Lille), and in 1621, also at Amsterdam, Susanna du Chesne, of Sedan. By the first wife he had a daughter Farie, born in 1617, who married, probably in New Amsterdam, in 1634 or 1635, Cornelis Volckertsen, the ancestor of the Viele family; by the second wife he had a daughter Sara, born in New Netherland, who married in 1641 Isaac de Forest. In the record of his betrothal to his first wife, dated April 11, 1615, he is called a trypmaker (plush maker), aged 27 years; in that of the betrothal to his second wife, dated July 17, 1621, he is called a worsted dyer, aged 34 years, both of which ages are slightly at variance with that given in the above document. See Mrs. Robert W. de Forest, A Walloon Family in America, 1:110; and Kathlyne K. Viele, Sketches of allied families Knickerbacker - Viele, pp. 107-9.
"Domine Bogarde must first declare before the director and
council that they are honorable people, and then they would
see what they would do, for if I should clear the minister and
remain myself in disgrace, what would be the result?"

Wolphert Gerritsen, aged 54 years, declares as the exact
truth, on his conscience and with the offer of an oath if need
be, that all that Philip de Truy, court messenger, aforesaid,
has testified is true and that the above words were spoken in
his presence. All that is hereinbefore written the aforesaid
persons declare to be true, maintaining that every one is to
bear witness to the truth, especially when required so to do.
Done this 4th of 8ber A° 1638, in New Netherland.

Philippe du Treux

This is the mark of Wolphert Gerritsen, above named

Declaration of Lysbet Dircks, midwife, as to her conversation
with Grietje Reyniers respecting the father of her new-
born child

[49] Before me, Cornelis van Tienhoven, secretary of New
Netherland, appeared Lysbet Dircks, aged 45 years, wife of
Barendt Dircksen, at the request of Everardus Bogardus, minister
of this place, and by true Christian words, in place and with
promise of an oath if need be, declared, testified and attested
that it is true and truthful that she, the deponent, as midwife
was invited by Grietje Reyniers to assist her in her confinement
and that when she, the deponent, had received the child,

2 Meaning Anthony Jansen and his wife, Grietje Reyniers.
Grietje neyniers asked the midwife whom did the child resemble, was it like Andries Hudde, or her husband, Anthony Jansen? Whereupon the midwife answered: "If you do not know who the father is, how should I know? However, the child is somewhat brown." All of which the deponent declares to be true and that this is done only to bear testimony to the truth, to no one's prejudice or injury. Thus done in Fort Amsterdam, this 6th of October A° 1638.

This is the X mark of Lysbet Dircks, above named

Declaration of Hendrick Jansen and Hendrick Gerritsen that Grietje Heyniers asserted that Domine Bogardus had sworn falsely

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, personally came and appeared at the request of Everardus Bogardus, minister of this place, Hendrick Jansen, locksmith (sloot maker), aged 36 years, and Hendrick Gerritsen, aged 20 years, and conjointly testified and declared on their consciences, in place and with promise of a solemn oath if need be, that it is true and truthful that Grietje Heyniers on Thursday last, being the thirtieth of October, at the house of Hendrick Jansen, locksmith, aforesaid, did say: "Just think, Domine Bogardus has taken a false oath."

All of which they, the deponents, declare to be true, stating that they have done this in consideration of the fact
that every one is bound to give evidence of the truth, especially when required so to do. Thus done in Fort Amsterdam, this 6th of August 1638.¹

This is the X mark of Hendric Jansen, above named.

This is the X mark of Hendric Gerritsen, aforesaid.

Declaration of Jan Pietersen to the same effect as the preceding declaration:

[50] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Jan Pietersen, tobacco planter, at the request of Everardus Bogardus, minister. And by true Christian words, in place and with promise of an oath if required, [testified] that it is true and truthful that Grietje Neunlers, wife of Anthony Jansen, on Thursday last, did say in the presence of Symon Dircksen Fos that Dorine Borende had taken false oath and that she was glad he had done so. All of which the deponent declares to be true and that this is done for the purpose of bearing testimony to the truth, especially being requested so to do. Thus done on the island of Manhates, in Fort Amsterdam, this 7th of August 1638.

This is the X mark of Jan Pietersen, above named.

¹ In O'Callaghan's translation the date is given as the 6th of November 1638, but the Calendar enters the document under October 6, 1638, which is evidently correct.
Declaration of Adam Hoelantsen respecting the behavior of Grietje Reyniers

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Adam Hoelantsen, schoolmaster, aged about 32 years, at the request of Domine Bogarde, and by true Christian words, in place and with promise of a solemn oath if need be, declared testified and attested it to be true and truthful that in the year 1633, Grietje Reyniers being with the deponent at the strand, near the late warehouse of cargoes, he heard the sailors of the ship De Southerg, then lying in the roadstead, cry out to Grietje aforesaid, Wh. ! Wh. !, whereupon she lifted up her petticoat and slapped her backside, saying: Bles my dea rear achterin! All of which the deponent declares to be true, and that this is done by him without dissimulation and without any regard of persons. Done on the island of Manhates, this 13th of August 1633.

Adam Hoelants

Declaration of Egbert van Borsum and Gillis Pietersen as to words spoken by Grietje Reyniers

[51] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared, at the request of Domine Bogarde, Egbert van Borsum, master carpenter, aged 26 years, and Gillis Pietersen van der Gou, master carpenter, aged 26 years, and

1 For a discussion of this declaration and its value as the basis of the contention that the first school on Manhattan was established in 1633, see S. H. Kilpatrick, *The Dutch Schools of New Netherland and Colonial New York* (U.S. Bureau of Education, Bulletin 1912, No. 12), pp. 41-50.
Jointly, by true Christian words, in place and with promise of an oath if need be, declared, testified and attested, as they hereby do testify and attest, that some time ago Grietje Reyniers came into Fort Amsterdam and spoke these following words: "I have long enough been the wh. of the nobility; from now on I shall be the wh. of the rabble," and having two children with her, said: "I shall take these bastards right away and dash their brains out against the wall." All of which the deponents declare to be true and that they have done this without regard of person, neither to favor nor to injure any one, but only to bear witness to the truth. Thus done in Fort Amsterdam, this 15th of September 1638.

This is the X mark of Egbert van Borsum
Gillis Pietersen

Declaration of Jacobus van Curler regarding the way Mrs. Bogardus raised her petticoat in connection with accusations against Grietje Reyniers

Before me, Cornells van Tienhoven, secretary of New Netherland, appeared at the request of Everardus Bogardus, minister, Jacobus van Curler, commissary of cargoes, aged about [ ] years, who by true Christian words on his conscience, in place and with promise of an oath if need be, testified, attested and declared, as he, the deponent, hereby does testify and attest for the honest truth, that on the 30th of September 1638 the wife of the said minister came to the deponent's house, to the front entrance, and immediately went away again, without entering the house, as she supposed that Grietje Reyniers was at his house, whereupon the deponent followed her, wishing to invite her to dine that
noon, and saw that in passing the smith's shop, where the road is somewhat uneven, she placed her hand on her side and raised her petticoat a little, as the road was muddy and rough. All this the deponent declares to be true. This 14th of 8ber A° 1638. ¹

Declaration of Hendrick Jansen to the same effect as the preceding declaration

[52] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Hendrick Jansen, locksmith, aged about 36 years, who at the request of Everardus Bogardus, minister, by true Christian words, instead and with promise of a solemn oath if necessary, testified, declared and attested that it is true and truthful that the deponent on the 30th of September saw the wife of Domine Bogarde passing his shop and, as the road is uneven, the said lady placed her hand on her side and drew up her petticoat in order not to get it soiled. All of which the deponent declares to be true. Done on the island of Manhattan, this 14th of 8ber A° 1638.

This is the X mark of Hendric Jansen, above named

¹ Not signed.
Bond of Jan Evertsen Bout to Director Kieft

I, the undersigned, Jan Evertsen Bout, residing at Pavonia, acknowledge that I am well and truly indebted to the honorable, wise and prudent Mr. Willem Kieft, director of New Netherland, or his order, in the sum of two hundred and fifty Carolus guilders, reckoned at 20 stivers to the guilder, for which 8 per cent is to be paid as interest, said debt originating from moneys which the aforesaid Mr. Kieft disbursed and paid to Wolphert Gerritse on account of said Jan Evertsen. Which sum aforesaid I, Jan Eversen, above named, promise promptly to tender and pay to the aforesaid Mr. Willem Kieft, free of costs and charges, without any exception, binding to that end my person and property, real and personal, without any exception, submitting the same to the jurisdiction of all courts, judges and justices, all in good faith, without guile or deceit. In testimony whereof this is confirmed with my usual signature. Done in Fort Amsterdam, in New Netherland, the 19th of 8ber A° 1638.

Jan Evertsen Bout

Lease from Director Kieft to Jan Evertsen Bout of the Company's farm at Pavonia

[53] This day, the 20th of July A° 1638, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared the honorable, wise and prudent Mr. Willem Kieft, director general of New Netherland, of the first part, and Jan Evertsen Bout, of

the second part, and amicably agreed and contracted respecting the lease of the farm heretofore occupied by the aforesaid Jan Evertsen, situated at Pavonie, and belonging to the honorable directors of the Chartered West India Company, chamber of Amsterdam, in whose name and behalf Mr. Kieft has leased the aforesaid farm to Jan Evertsen, who also acknowledges that he has hired it, on the following conditions and terms:

First, Jan Evertsen shall have the use of the house, the land and all the appurtenances of the farm for six consecutive years from the date hereof and during these years he shall be bound to keep in repair the buildings and appurtenances of the farm at his own expense, without laying any claim therefor to anything at the expiration of the aforesaid six years. For which Jan Evertsen aforesaid shall be bound yearly during the term of the lease to deliver to the aforesaid Mr. Kieft or his successor the fourth part of the crop, whether of wheat or other produce, with which God shall favor the soil; also every years two tuns of strong beer and twelve capons, free of all expense. For all of which the parties bind their respective persons and properties, real and personal, present and future, submitting the same to the Provincial Court of Holland and to all other courts, judges and justices, all in good faith, without guile or deceit. In testimony whereof two copies of the same tenor are made hereof and signed by the parties in presence of the undersigned witness.

Done in Fort Amsterdam, the day and year above written.

Maurits Jansen, witness

Jan Evertsen Bout
Contract of sale from Director Kieft to Thomas Sanders of a house and land on Manhattan Island

[54]. This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, personally came and appeared the honorable, wise and prudent Mr. Willem Kieft, director general of New Netherland, of the first part, and Thomas Sanders from [ ], smith, of the second part, and together agreed and contracted about the purchase of the house formerly occupied by Evert [ ], and twenty-five morgens of land adjoining to it, on the conditions and terms hereinafter set forth.

First, Mr. Kieft aforesaid sells, as he does hereby, to Thomas Sanders, who also acknowledges that he has purchased, the house and land aforesaid for the sum of four hundred and fifty Carolus guilders at 20 stivers each, payable in three installments; Thomas Sanders promises to give and make the first payment into the hands [of the director] aforesaid, or to his successor, on the first of January A° 1639; the second payment A° 1640; the third and last payment on the first of January 1641. With the express condition that Thomas Sanders shall subject himself to all such rates and taxes as are already imposed and ordained by the Company or may in the future be imposed by the same, and promises to pay all duties, the same as other freemen are obliged to do under one and the same [form of] contract, [the occupation of] his plantation beginning on the first of April A° 1638.

2 Blank in O'Callaghan's translation. Thomas Sanders came from Amsterdam.
3 Blank The person referred to is apparently Evert Foppe, or Focken, who died before Jan. 16, 1630 See Van Rensselaer Bowier MSS., p. 162.
The honorable director aforesaid on the part of the West India Company cedes and conveys the aforesaid 25 morgens of land to and for the behoof of Thomas Sanders above named, or whoever may hereafter obtain his right, so that the land aforesaid may by him be peaceably occupied, used, held and disposed of, as he may do with his own duly and lawfully acquired land, without the grantor in the capacity aforesaid reserving or retaining any right, interest or property therein, but desisting from the whole thereof.  

Declaration of Cors Pietersen as to his taking cloth from the public store

[55] Before me, Cornelis van Tienhoven, secretary of Netherland, at the request of Anna Jans, wife of E. Bogardus, minister, appeared Cos Pietersen, aged 26 years, and by true Christian words, in place and with promise of an oath, if need be, testified, attested and declared that it is true and truthful that he, the deponent, having bought a hog from Anna Jans above named, did take from the public store, in payment for it, as much purule cloth as was sufficient for a petticoat. All of which the deponent declares to be true.

Done this 19th of August A° 1638.

This is the X mark of Cors Pietersen, aforesaid

---

4 Not signed.

1 In the Calendar of Dutch Manuscripts, p. 4, he is erroneously referred to as Cornelis Pietersen. Cors, also written Corstiaen, Kersten and Kersten, stands for Christiaen.
Lease from Abraham Issacksen Planeck to Gerrit Dircksen Blauw of land at Paulus Hook

This day, the 21st of October A° 1638, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Abraham Issacksen Planeck, of the first part, and Gerrit Dircksen, tobacco planter, residing at Paulus Hook, situated westward of the island of Manhates, of the second part, and amicably agreed and contracted about the lease of a certain parcel of land situated at Paulus Hook aforesaid on the conditions and terms hereinafter written.

First, Abraham Planeck has leased to Gerrit Dircksen aforesaid who also acknowledges that he has rented, a piece of land containing one morgen for a tobacco plantation, for the term of twelve consecutive years, commencing on the first of November, and that for the sum of twenty-five Carolus guilders annually; with the express condition that Gerrit Dircksen shall not keep for himself more than six goats, hogs for slaughter and one sow big with young, and that at the expiration of the aforesaid time all fences and buildings shall belong to Gerrit Dircksen. Thus done the day and year aforesaid and signed by the parties on the island of Manhates.

Gerreyt Dyrcksen Blauw
Abraham Issacksen Planeck
Bond of John Forbes to Master Allen

I, John Forbes, undersigned, promise to pay to Master Allen within a year from the date hereof such tobacco as I owe to Master Keyts by a clear balance of account, and that at eight per cent per annum interest, provided that the aforesaid Master Allen bring good evidence and proof from the books of Master Doens that the above named John Forbes has not paid on his debt the quantity of five hundred pounds of tobacco, and this signed by the secretary in Virginia. And so, whenever the aforesaid Master Allen furnishes good proof from the aforesaid book, I, John Forbes, promise honestly and honorably to pay in Virginia whatever balance I may be found to owe. For all of which I pledge my person and property, real and personal, without any exception, binding the same according to law.

Thus done in the presence of the underwritten witnesses, the first of 9ber A° 1638, in Fort Amsterdam in New Netherland. Signed: John Forbes, as principal; Mowris Jansen, assistant, as witness, and Jacob Swart from Elbingh.

I have found this to agree with the original, dated as above.

Cor van Tienhoven, Secretary
Disbursements by Johannes La Montagne for maintenance of the plantation of the late Hendrick deForest

[57]. Specification of what Johannes La Montagne has paid and disbursed to divers persons on account of debts and for the maintaining of the house and plantation of the late Hendrick de Forest, deceased on the 26th July A° 1637

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>July</td>
<td>To Cornelis van Vorst for 2 schepels of rye fl.</td>
<td>5</td>
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<tr>
<td></td>
<td>&quot; To Hendrick van Vorst for 2 ditto of maize</td>
<td>4</td>
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<tr>
<td></td>
<td>&quot; To Jan Pietersen for 2½ days mowing</td>
<td>5</td>
</tr>
<tr>
<td>August</td>
<td>To Hendrick van Vorst, 2 schepels</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>To Jan Claesen, 2 schepels of peas</td>
<td>10</td>
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<td></td>
<td>To 2 schepels of wheat</td>
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<td>To 1 schepel of peas</td>
<td>5</td>
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<td></td>
<td>To 2 gallons of train oil</td>
<td>6</td>
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<tr>
<td></td>
<td>&quot; To 2½ lbs of pepper, paid</td>
<td>1</td>
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<tr>
<td></td>
<td>To Corlear for 1 schepel of peas</td>
<td>4</td>
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<td></td>
<td>&quot; To Barnaby, skipper from Virginia, maize</td>
<td>14</td>
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<tr>
<td>Sept</td>
<td>To Jan Evertsen for 3 schepels ditto</td>
<td>7</td>
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<td></td>
<td>For 2 schepels ditto</td>
<td>5</td>
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<td>For 2 schepels ditto</td>
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<td></td>
<td>For 2 schepels ditto</td>
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<tr>
<td></td>
<td>To Jan Claesen, for 1 schepel of wheat</td>
<td>3</td>
</tr>
<tr>
<td>Oct.</td>
<td>To Jan Evertsen, for 6 schepels of rye</td>
<td>15</td>
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<tr>
<td></td>
<td>&quot; To Mr. Gerrit for 1 ditto maize</td>
<td>2</td>
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<tr>
<td>Nov</td>
<td>To Martin Gerritsen for 8 schepels of rye</td>
<td>20</td>
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<tr>
<td></td>
<td>To Samuel Schandelaer, for 1 firkin of butter</td>
<td>25</td>
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<td></td>
<td>&quot; To ditto for 2 lbs of powder</td>
<td>3</td>
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<td></td>
<td>&quot; To ditto for 4 gallons of vinegar</td>
<td>4</td>
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<tr>
<td>Date</td>
<td>Description</td>
<td>Amount</td>
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<tr>
<td>Nov  4</td>
<td>To ditto for 6 lbs of candles</td>
<td>fl. 3 -</td>
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<tr>
<td>ditto</td>
<td>To ditto for fish</td>
<td>18 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Jeroninus La Croix</td>
<td>20 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Claes van Elslandt, for bread to Forest</td>
<td>11 -10 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Pieter Vandyssen for wages</td>
<td>4 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Philip de Truy, for pumpkins, &amp;c</td>
<td>6 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Abraham Page for 17 days wages earned of Forest</td>
<td>25 -18 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To William, for mowing grass</td>
<td>13 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Tobias for ditto</td>
<td>5 -</td>
</tr>
<tr>
<td>ditto</td>
<td>For a six month's hog</td>
<td>15 -</td>
</tr>
<tr>
<td>Dec. 1</td>
<td>To Jan Brouwer, for 12 lbs powder</td>
<td>18 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To the same, for 30 lbs lead and shot</td>
<td>6 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To 2 new ropes</td>
<td>9 -</td>
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<tr>
<td>ditto</td>
<td>To 4 gallons of vinegar and 2 ditto oil</td>
<td>16 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To fish and 200 salted eels</td>
<td>30 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To the same to whom De Forest was indebted by note</td>
<td>36 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To an Indian for finding a lost yawl</td>
<td>10 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Cornelis the wheelwright for 6.</td>
<td>10 -</td>
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<tr>
<td>Dec  20</td>
<td>For a canoe used for a lot of maize</td>
<td>3 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To the Corporal for repairing a gun</td>
<td>3 -12 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Gysbert Opdyck, for 3 speepels of maize</td>
<td>6 -</td>
</tr>
<tr>
<td>Jan. 10</td>
<td>To Abraham Page for 3 spades</td>
<td>6 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To Hendrick de Forest, by the farm baker 900 bundles of reed</td>
<td>13 -10 -</td>
</tr>
<tr>
<td>ditto</td>
<td>By the baker 500 nails</td>
<td>2 -10 -</td>
</tr>
<tr>
<td>ditto</td>
<td>To ditto for keeping a calf until the house be built</td>
<td>10 -10 -</td>
</tr>
</tbody>
</table>
Feb. 20 To Tobias for a deer fl. 2 -10 -
March 2 To Mr. Gerrit, for 2 schepels of maize 3 -
ditto 10 To Master Fonteyn 110 fishes; 1 gallon of oil 26 -
  7 gallons of oil, say vinegar 7 -
  20 lbs powder 28 -
  3 gallons train oil 7 -10 -
  To shot 3 -
  6 lbs of candles 3 -
ditto 12 To Master Seyn for repairing the yawl 18 -
ditto " To Mr. Fonteyn, for 1 hogshead of meal 40 -
April 15 To Master Seyn, for 1 boat built after the yawl was lost 15 -
  2 pieces of smoked beef; and 2 cheeses and 2 schepels of maize delivered by Domine Bogardus to Foreest 13 -10 -
June 4 For one schepel of peas 4 -
ditto " For 1 schepele of groats 4 -
ditto 20 For 25 lbs of pork 8 -15 -
ditto " For 12 lbs of beef 3 -12 -
ditto 30 To Dirck the mason, for 10 day's work at a chimney 10 -
ditto " For 3000 brick for the chimney and wall 30 -
ditto 2 For 2 Scythes 12 -
ditto 2 For 2 siths 1 6 -
ditto 2 For 23 lbs of pork 8 -10 -
ditto 12 For 30 lbs of pork 10 -10 -

1 Sith, from the Dutch sicht, is the name of a small scythe with short handle, which is used with one hand. The tool is also known as a Flemish scythe.
ditto " For 30 lbs of beef fl. 9 -

ditto " To Abraham, the Englishman, for 8 day's haying 12 -

ditto " To Abraham Page for 4 day's haying 6 -

ditto " For 4 cans of oil 4 -16 -

ditto " For eight cans of vinegar 3 - 4 -

ditto " For 6 cans of whale oil 3 -

ditto " To Abraham Flanck for 16 schepels of maize at 36 stivers the schepel, amounting in all to 28 -16 -

ditto " To Corlaer, for fish and butter 18 -

June 22 To Ariaen the servant, for 5 month's wages at fl. 150 a year 62 -

ditto " To Tobias Pietersen, for services rendered 110 -

ditto " To Willem Fredericksen, as above 110 -

ditto " Disbursed to Jan the fisherman at divers times for shirts and other necessaries 26 -12 -

Carried forward, total fl. 1094 -

The total from the other side amounts to fl. 1094. From this must be deducted the following:

First, for board of Montsenje at the house of Jacob van Curler, as appears by the bill rendered to Bogardus fl. 98 -

By goods sold, belonging to Hendrick de Foreest, deceased 159 -

By 100 lbs of tobacco at 15 stivers a lb 75 -

By 100 lbs of tobacco at 12 stivers a lb 60 -

By silver spoons given to the Domine by Jacob Sandelyn 18 -

By a pair of old shoes and a pair of slippers 4 -

Deduct fl. 414 -

Clear balance fl. 680 -
Below was written: The 23d of July A° 1638. Examined and accepted this Signed: Everhardus Bogarde, Eccl Manatus

I, the undersigned, as secretary of New Netherland, have after collation found that this agrees with the original which is sent to the fatherland. Done as above.

Cornelis van Tienhoven, Secretary

Public sale of the house and effects of the late Hendrick de Forest

[59] Conditions and terms on which Everardus Bogardus has sold in Fort Amsterdam to the highest bidder, for the account of the widow and heirs of Hendrick de Forest, deceased, what follows:

First, the purchaser shall be bound to tender and pay the proceeds of the hereinafter mentioned property within the period of 12 months, commencing on the date hereof, and that in three instalments: the first, cash down; the second in six months; and the third end post payment as above stated.

The house is 42 feet long, 18 feet wide, with 2 doors, enclosed with round palisades.

1 Judging from the general style of Dutch farmhouses of the period and from O'Callaghan's translations of other specifications of houses, there is no doubt that the word which is here translated as "doors" was uitlaeten, literally, outlets, which in this connection refers, not to exits, but to the aisles, or extensions, running the full length of the house, between the posts which support the roof and the outer walls. These aisles, which are divided into bins or stalls, are used for the storage of grain and for stabling purposes, the width of 18 feet, which is mentioned in the text, being that of the center floor space, between the posts.
Two milch cows; 1 heifer 2 years old; 1 bull of 1 year; half a bull calf of this year; 2 old goats; half a little male kid of this year; half a kid of this year; 6 hens and 2 cocks, with about 20 chickens; 4 guns, good and bad; 1 kettle; 1 churn; 4 axes, good and bad; 6 hoes, 2 siths, 2 scythes, 2 iron forks; one fourth of 600 tobacco plants and 1 tobacco house; the half of the grain of one morgen of land; one boat.

Johannes de Montaenje remains the purchaser for fl. 1800.

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Bond of Gerrit Dircksen Blauw to the deacons of New Amsterdam

[60 a] I, the undersigned, Gerrit Dircksen Blauw, acknowledge that I am well and truly indebted to the deaconry here in New Netherland in the sum of one hundred Carolus guilders of Holland, the receipt of which sum from the hands [of the deacons] aforesaid, subject to interest of five guilders in the hundred annually, I hereby acknowledge. I promise honestly and honorably to return and pay the said sum with the accrued interest into the hands of the said deacons; for all of which I bind my person and property, moveable and immovable, without any exception, subjecting the same to the jurisdiction of all courts, judges and justices, all in good faith. [In testimony whereof] this is confirmed with my usual signature. Done in Fort Amsterdam, this 26th of 8ber A 0 1638.

Gerreyt Dyroksen Blauw
Lease from Abraham Isaacksen Planck to Claes Jansen of one morgen of land for a tobacco plantation

[60' b] This day, the 21st of October A°. 1638, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Abraham Isaacksen Planck, of the first part, and Jan Pottagie, of the second part, who in all amity and friendship covenanted and agreed about the lease of a certain parcel of land situated at Paulus Hook, on the conditions and terms hereinafter written.

First, Abraham Planck has leased to Claes Jansen, alias Jan Pottagie, above mentioned, who also acknowledges that he has hired, a piece of land containing one morgen for a tobacco plantation, for the term of twelve consecutive years, beginning the first of November 1638, and that for the sum of twenty-five guilders yearly, on the express condition that Jan Pottagie shall not be at liberty to keep more than three goats and hogs for slaughter and one sow with young for himself and that at the expiration of the aforesaid time all fences and buildings shall belong to Jan Pottagie.

Thus done the day and year aforesaid and signed by the parties on the island of Manhates, the day and year aforesaid.

1 Jean-Potage, or Jack-pudding; a nickname of Claes Jansen.
Returns of Philip de Truy, court messenger, to a summons served on Gillis Pietersen

[61] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Philip de Truy, court messenger, aged about [ ] years, at the request of Ulrich Lupolt, fiscal, and by true Christian words, in place and with promise of an oath, if necessary, declared and attested that he, the deponent, summoned the person of Gillis Pietersen, chief boatswain and steward on the yacht Hope, on the 26th of July to appear and defend himself for having deserted the Company's service; all of which he, the deponent, declares to be true and that this is done without favor or prejudice to any one. Done on the island of Manhates, this 26th of July A° 1633, in Port Amsterdam.

Appeared, etc. Philip de Truy, court messenger, at the request of Ulrich Lupolt, fiscal, and has, etc., that he, the deponent, on the 27th of July summoned Gillis Pietersen, chief boatswain and steward on the yacht Hope, etc.

Appeared, etc. Philip de Truy, court messenger, at the request of Ulrich Lupolt, fiscal, and has, etc., that he, the deponent, on the 28th of July summoned Gillis Pietersen, chief boatswain and steward on the yacht Hope, etc.

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1 Gerechtsbode, an officer whose duties were similar to those of a marshal, or constable, of the present day – E.B.O'C.

2 Gillis Pietersen's case of desertion to the English came before the director and council on August 5, 1638. On December 2, 1638, judgment was given by default, his wages being confiscated and his name as a felon posted on the gate of the fort. See N.Y. Col. MSS, 4:14, 27.
Declaration of Jacobus van Curler regarding the taking of a piece of duffel from the public store by Nicolaes Coorn

[62] This day, the [ ] November, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Jacobus van Curler, aged about 29 years, at the request of the fiscal, and by true Christian words on his conscience and with promise of a solemn oath if necessary testified and attested, as he hereby does, that it is true and truthful that some time ago, Coorn\(^1\) coming for a bearskin wherewith to cover himself in the winter, he took one from the pile where the bearskins lay and handed it to said Coorn, who put a piece of duffel containing between three and four ells in the bearskin. Corler looking around and seeing a large piece of this cloth hanging out of the bearskin, said Corler said to him: "You have more than belongs to you." Whereupon Coorn said: "T'is more than I know," and returned the aforesaid cloth and declared it had happened without his knowledge. All of which, etc. Done the 24th of November A° 1638.

J van Curler

Contract of sale from Edward Wilson to Francis Lastley of his half-interest in the plantation heretofore used by them

This day, the 17th of December A° 1638, Francis Lesle and Edward Wilson have mutually agreed and contracted on the conditions and terms hereinafter written for the purchase of the plantation heretofore used by them.

\(^1\) Nicolaes Coorn, afterward commander of Rensselaerstein and for a brief period schout of the colony of Rensselaerswyck. See his prosecution for theft, etc., in N.Y. Col. MSS., 4:27-28.
First, Edward Wilson has sold to Lasley aforesaid, who also acknowledges that he has purchased, the half of the above mentioned plantation with the house, fences and grain standing on the land, together with all that is fastened in the earth and by nail and all that belongs to the said plantation, for the sum of seven hundred pounds of well cured tobacco, payable within this province and jurisdiction of New Netherland, to wit: three hundred pounds of tobacco immediately upon delivery and four hundred pounds in the year 1639, from the crop which Lasle shall then grow; for which Lasle binds his person and property, movable and immovable, present and future, without any exception, subject to the jurisdiction of all courts, judges and justices, all in good faith.

Likewise, Ned Wilson delivers to Mr. Lasle the aforesaid plantation and its appurtenances free of any claims or demands which any one may pretend to have thereon, it being well understood, as regards and touching him, Ned Wilson, that he, Lasle, may do with and dispose of it as he might do with his own lands acquired by just and lawful title; transferring and conveying henceforth all rights and interests in the least which I, Edward Wilson, may have to and in the aforesaid plantation, holding as valid whatsoever shall be done by the said Lasle in virtue hereof and promising that I shall forever hold this contract firm and irrevocable and observe and fulfil the same. In testimony and token of the truth this is subscribed by the parties and witnesses and two copies of like tenor are made hereof.

ffrancis Lastley,

This is the X mark of Edward Wilson, aforesaid

Thomas Hall, witness
Declaration of Hans Steen and others respecting a bequest by Aert Dircksen

[64] Before me, Cornelis van Tienhoven, secretary of New Netherland, and at the request of Arent van Landen, appeared Hans Steen, cadet, aged 24 years, Hans Moorman, from Dronten, aged 20 years, and Balthasar Lourens, aged 24 years, who jointly testified and attested on their consciences, in place and with promise of a solemn oath if need be, that it is true and truthful that the person of Aert Dircksen, of Utrecht, being sick, bequeathed and left to the aforesaid Arent van Landen, in case he should happen to die of said sickness, such clothes and other articles as he should leave behind, besides his monthly pay. All of which the deponents declare to be true and that they have done this without dissimulation or regard of persons, only to bear witness to the truth, which every one is bound to do, especially when requested to so do. Done in Fort Amsterdam, this 7th of December A0 1638, in New Netherland.

Hans Steen Mallins own hand
Hans Norman's own hand
Balthasar Lourens' own hand

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1 O'Callaghan's translation has "Drente," but a correction by the present editor made before the original was destroyed shows that the name in the Dutch text was "Dronten," meaning Trondheim, in Norway. See also N.Y. Col. MSS., 4:37.

2 Intended for Balthasar (Balthasar) Lourens. He was a soldier from Hadersleben, in Schleswig.

3 Thus in O'Callaghan's translation, although in the Calendar of Dutch Manuscripts, p. 5, his name is given as "Hans Steen Mallins." In N.Y. Col. MSS., 2:46, he signs his name "Hans Stein Mallins Egen Sand," which would seem to indicate that he came from Egen, in Mecklenburg, in spite of the fact that the form "Egen" points to Scandinavian origin. Cf. Doc. Rel. Col. Hist. N.Y., 2:469, where mention is made of Clara Kriekenbeck, wife of Hans Steyn, shopkeeper at New Amsterdam in 1664.
Declaration of Jacob Wallingen that Skipper David Pietersen threatened to put Cicero Pierre ashore at Cayenne and in Virginia

Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Jacob Wallingen, about 40 years of age, who at the request of Cicero Pierre,¹ by true and Christian words in place and with promise of an oath if need be, declared that it is true and truthful that the said appearer and Cicero Pierre aforesaid in the year 1635 jointly served skipper David Pietersen from Hoorn as sailors and that among other things the aforesaid David Pietersen had threatened to put the said Cicero Pierre ashore at Cayenne and also in Virginia,² it being well understood that he, the appearer, did not personally hear the aforesaid David Pietersen himself say what is above written, but only the ship's crew. All of which the appearer declares to be true and that he has done this to bear witness to the just truth, in confirmation of which he has subscribed this with his own hand. Done on the island of Kanhetes, In Fort Amsterdam in New Netherland, this 12th of January A° 1638.³

This is the X mark of Jacob Wallingen, above named

¹ Cesare Pietro Alberto, from Venice, the ancestor of the Alburtis and Burtis families. He is also spoken of as Pieter de Itelisaen (the Italian), and Pieter Mallemoque, or Mallemock, so named for Malamocco, a town 5 miles S.S.E. of Venice, on the island of Malmamocco. The present declaration was made in connection with a suit brought by Cicero Pierre against Captain de Vries for the recovery of wages. See N.Y. Col. MSS., 4:30-31. See also Doc. Rel. Col. Hist. N.Y., 14:34, 47, 49, 140-42, 381; and Minutes of the Orphanmasters of New Amsterdam, 1:4, 9, 13.

² Captain David Pietersen de Vries sailed from Holland on July 10, 1634, on the ship De Coninck David, to plant a colony on the coast of Guiana. He anchored at Cayenne on Sept 14, 1634, and on October 14th proceeded to Virginia and New Netherland. See D. P. de Vries, Korte Historiæal, 1655, reprinted by the Linschoten Vereeniging (1911), pp. 187, 192, 202-3, 216-17, 223.

³ Read: 1639.
Declaration of David Davidsen and others as to an assault committee by Hendrick Pietersen

[65] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared David Davitsen, at the request of Ulrich Lupoldt, fiscal, and declared on his conscience with true Christian words, in place and with promise of a solemn oath if need be, that it is true and truthful that he, the appearer, standing near the skipper of the ship Love, 1 conversing about those who sat on the wooden horse, was approached by Hendric Pietersen, 2 mason, who said to the appearer: "Thou Danish dog, what wilt thou say?" striking the appearer with his fist, who put himself on his defense with his fists, but the said mason cut the appearer's cheek with his knife.

Whereupon we, the undersigned soldiers, witnesses hereto requested, drew our swords in order to separate them. Then came Beyerl 2 to assault Jacob Swart with a knife, we endeavoring to prevent mischief and to hinder him from doing harm. Nevertheless, Hendric Harmansen continued with Hendric Pietersen to cut with a knife and to throw stones, whereby Beyerl 2 severely wounded one of ours.

Thus done, this 13th of January A° 1638 [sic]

David Davitsen
Jacob Schwart, witness

This is the X mark of Jochem Beeckman, witness

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1 The ship De Liefde, which sailed from Holland in September 1638 and on which David Pietersen de Vries made his third voyage to New Netherland, to plant a colony on Staten Island.
2 Hendrick Pietersen from Hasselt, province of Overyssel.
3 Gysbert Cornelissen Beyerlandt. See N.Y. Col. KSS., 4:31
Declaration made by William Brissell and Ralph Parker as to statements made by Isaac Allerton

[66] Before me, Cornelis van Tiencoven, secretary of New Netherland, appeared the undersigned witnesses, at the request of Mr. Isaac Allerton, and by true Christian words on their conscience, in place and with promise of a solemn oath if need be, testified, declared and attested that it is true and truthful that Mr. Allerton, six days after his arrival before Fort Amsterdam, came on board his bark whereof Master Pieter Gerlyn is skipper, lying in the roadstead in front of the island of Manhatas in New Netherland, and said to the deponents that the Hon. Mr. Willem Kiest, director general, told him, Mr. Allerton, that he would be responsible for what Mr. Gerlyn above named owed on account of said Allerton and that he would receive tobacco from the planters in payment for the sum which they owed, or deliver either grain or money for it. Those who had no tobacco and were not willing to pay, he should summon before the court and [he would then] condemn them to pay. Further, we certify that Pieter Gerlyn remains absent from on board several days and nights and does not once look to the bark which is entrusted to him, as he spends the most of his time in drunkenness and does not promote the profit of his employers. All of which they, the deponents, declare to be true, maintaining that every one is bound to testify to the truth, especially when required so to do. Done in Fort Amsterdam on the island of Manhatan, in New Netherland, the 17th of February AO. 1638 [sic].

Willem Brissell
Ralph Parker
Declaration of Director Kieft that he offered to Isaac Allerton to receive tobacco from the planters in exchange for grain or money

[67] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, at the request of Isaac Allerton, personally came and appeared the honorable, wise and prudent Mr. Willem Kieft, director general for the Chartered West India Company, chamber of Amsterdam, who certified and declared, as he does hereby, in place and with promise of an oath if need be, that he, the deponent, offered to Mr. Isaac Allerton, some days after his arrival here, to receive tobacco from the planters who were indebted to Jeerlyn on account of said Allerton and to deliver grain or money for it instead. Also, that Allerton should sue before the court those who had no tobacco and were not willing to pay, and he would then further see justice done in his case. All of which the deponent declares to be true and that this is done by him without any simulation or regard to persons. Done in Fort Amsterdam, this 17th of February 1638 [sic]

Willem Kieft

La Montagne, witness

Declaration of surgeon Hans Kierstede as to the nature of the wound received by Jacob Jeuriecessen

[68] This day, date underwritten, before me, [Cornelis van Tienhoven, secretary of New Netherland,] appeared Hans Kierstede, surgeon, at the request of Ulrich Lupolit, fiscal, and in the presence of the undersigned witnesses declared and certified on his conscience, in place and with promise of an oath if necessary, as follows:
Ulrich Lupolt, fiscal, coming with the undersigned witnesses to see the dressing and to inspect the wound of Jacob Jeuriassen, a wounded soldier, he, the deponent, declared the wound to be an incised wound in the right side, about four inches below the arm, penetrating the lung, by which the coughing of the wounded person is caused and the blood from inside. All of which he, the deponent, declares to be true and that he has done this to bear testimony to the truth. Done this 12th of January 1638 [sic] in Fort Amsterdam.

Lease from Cornelis van Tienhoven to Claes Cornelissen Swits and Jan Claessen Alteras of the farm previously occupied by Jacob van Curler

This day, date underwritten, in the presence of the undersigned witnesses, Cornelis van Tienhoven, secretary of New Netherland, of the one part, and Claes Cornelissen Swits and Jan Claessen Alteras, of the other part, have in unity and friendship agreed and contracted about the hire of the farm heretofore occupied by Jacob van Curler, situated opposite Johannes la Montaegne's farm called 'Wredendael', on the terms and conditions hereinafter written.

First, Cornelis van Tienhoven shall deliver to the above named Swits and Alteras the house, outhouses and implements according to the inventory, and one hundred morgens of land, on which 12 scheepels of grain are at present sown, four mares and three cows.

Secondly, Claes Cornelissen and Alteras shall, each one for both as principal, during the term of the lease run the
risk of dying of the cattle, etc., at present on the farm, and also keep in good repair the building and other property at their own expense and at the expiration of the lease deliver the building and implements as they now receive them, according to the inventory made thereof, to van Tienhoven or whoever may hereafter obtain his right.

And if it should happen that during the term of the lease one or more of the horses or cows which van Tienhoven is now delivering come to die within the six years, said Swits and Alteras above named shall out of the increase first of all make good the loss to van Tienhoven.

Or if it happen, which God forbid, that the cattle die within the term of the lease and it be not possible to have any increase from which to make good the number of four mares and three cows, then Claes Cornelissen Swits and Alteras shall at the expiration of the lease nevertheless be bound to redeliver the farm complete with four mares and three milch cows as good as the old were in their time.

Claes Cornelissen and Alteras shall have the use of the farm and cattle, together with the farming implements, for six consecutive years, beginning [blank], for which they shall owe to van Tienhoven the first year only one half of the increase, but be free from giving any grain or butter.

In the second year and to the end of the six years said Swits shall pay annually, besides the half of the increase, the just eighth part of all grains which God the Lord shall vouchsafe to the field and which shall be sowed through the industry and diligence of the aforesaid Swits and Alteras, or either one of them.
In like manner, from the very beginning of the second year, Claes Cornelissen shall pay Tienhoven annually, exclusive of the grain, as follows: the second year, 25 lbs of butter; the third year, 30 lbs; the fourth year, 35 lbs; the fifth year, 40 lbs; and the sixth and last year, 50 lbs of butter.

At the expiration of the six years Claes Cornelissen Swits and Alters aforesaid shall be bound to deliver to Tienhoven or his agent first of all the four mares which he is now delivering with the cows, or, in case of want of them though death, other mares and cows to the same number which shall have been bred from them; it being well understood, as above stated, that if the aforesaid animals happen to die and there be no increase, Alters and Swits aforesaid shall nevertheless be bound to deliver to Tienhoven four mares and three cows, in order that upon the expiration of the term the farm may remain in proper condition. Then, the remaining animals which through God's blessing shall have been bred from the above mentioned animals shall be divided half and half between van Tienhoven and the lessees.

Likewise, upon the expiration of the lease, all that is fastened by earth and nail shall belong to the lessee. The lessees shall be bound to use all diligence and industry to clear the land or to have it cleared and they shall assiduously cultivate the same and not only look toward the increase of the cattle, in order that the lessor may receive his due rent of grain, but everything in good faith, without any exception.

For all that is hereinbefore written we, Claes Cornelissen Swits and Jan Claesen Alters, each for all as principal and as surety, bind our persons and properties, movable and immovable,
under submission to all courts, judges and justices, subject to the provincial Court of Holland, Zeeland and West Friesland, together with all other courts, judges and justices All in good faith, without guile or deceit. Done on the island of Manhattan, this 24th of January 1638.¹

Cornelis van lienhoven, Secretary

By me, Claes Cornelissen

Jan Claes Alteras

Claes van Elslant, witness

Wybrant Pietersen, witness

Declaration of Hans Steen and Thomas Coninck that Jacob Swart sold some goods on board the ship De Liefde

[71] Before me, Cornelis van lienhoven, secretary of New Netherland, appeared Hans Steen, cadet aged 24 years and Thomas Coninck, at the request of Ulrich Lupolt, fiscal, and by true Christian words, in place and with promise of an oath if need be, [testified] that it is true and truthful that Jacob Swart, gunner's mate on the ship De Liefde, wherof Marten Gael is skipper, has sold to the wife of Jan van Ditmarsen one pair of pattens and one pair of child's shoes, and to Thomas Coninck aforesaid one pair of child's shoes All of which the deponents declare on their manly troth to be true, having done all this in order to bear witness of the truth, without any dissimulation or regard of person. Thus done in Fort Amsterdam, the 25th of January 1638 [sic]

Hans Steen Mellins' own hand

This is the X mark of Thomas de Coninck, aforesaid

¹ Intended for 1639.
Release by Cors Pietersen for his wife's portion of her parents' estate

[72] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Adam Roelantsen and Cors Pietersen from Langeraal, who in the presence of the undersigned witnesses and others have in amity and friendship agreed and covenanted together in the manner and on the conditions as follows:

First, Adam Roelantsen shall pay to the aforesaid Cors Pietersen, as husband and guardian of his wife Tryntje Hendricks, the sum of fifty Carolus guilders, reckoned at 20 stivers the guilders, on account of the purchase by said Adam Roelantsen from said Cors Pietersen, in the capacity aforesaid, of his wife's interest in the paternal estate of her deceased father Hendric Tomassen and her mother Elsje Martens, whereby I, Cors Pietersen, acknowledge that I am fully paid and satisfied for what is above written by Adam Roelantsen, releasing him hereby from all claim and demand whatsoever which I might set up on the part of my aforesaid wife with regard to her father's and

1 Adam Roelantsen Groen, from Dockum, in Friesland, the first schoolmaster of New Netherland. As shown by this document, his first wife was a widow by the name of Elsje Martens, who died before June 10, 1638, when Cors Pietersen brought suit against Roelantsen for the recovery of his wife's share of her deceased mother's estate. His second wife was Lyntje Martens who died in 1646. See N.Y. Col. MSS., 4:11, 248; also W. H. Kilpatrick, The Dutch Schools of New Netherland and Colonial New York, pp. 51-57; and J. H. Innes, New Amsterdam and its People, pp. 61-67.

2 Langeraal, or Lenger-Aer, a small village near Leiden. Cors is a short form for Christiaen, corresponding to Cars and Carsten, which occur frequently in connection with Scandinavian immigrants. Cors Pietersen died before [ n. d. ], 1657, when his widow, Tryntje Hendricks, married at New Amsterdam Frederick Lubbertsen.
mother's estate and promising that he, Adam Roelantsen, shall nevermore be troubled about the matter aforesaid either by myself, my wife, or my heirs, discharging him hereby from all further demands. Furthermore, I, Cors Pietersen, promise not to revive any old disputes which heretofore have existed between Adam Roelantsen and me; all in good faith, without any guile or deceit. For all of which I, Cors Pietersen undersigned, and Adam Roelantsen bind our persons and properties, movable and immovable, without any exception, submitting the same to the Provincial Court of Holland and to all other courts, judges and justices, all in good faith. Thus done and covenanted in Fort Amsterdam, this 27th of January 1638 [sic]

This is the X mark of Cors Pietersen, aforesaid Everhardus Boghardus, Socles. Manah.
Ulrich Lupoltt, fiscal

Deed from Claes Cornelissen Swits to Maryn Adriaensen for a house and plantation on the North river

[73] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, personally came and appeared Claes Cornelissen Swits and voluntarily and deliberately acknowledged that he had sold to Maryn Adriaensen the house and plantation, together with all that is fastened by earth and nail and the appurtenances thereof, heretofore occupied by Master Fiscock and Hans Hansen, situated on the North river of New
Netherland, near the plantation heretofore occupied by Tonis Nysen, for the sum of fl. 400, reckoned at 20 stivers the guilder. Wherefore I, Claes Cornelissen aforesaid, do deliver the said plantation to the said Naryn Adriaensen free from all claims or title which any one may set up thereto, conveying and transferring the same to him to be possessed by him and his heirs forever without any one laying any claim thereto, on condition that Naryn or his successors at the end of the free years shall be subject to the same demands with regard to their crops as the Company shall annually make on the other farmers and planters; releasing him from all further demands by myself or any one else on my behalf. Done at Fort Amsterdam, this 19th of February 1639.

Klaes Cornelissen

Maurits Jansen, witness

Ulrich Lupoltt, fiscal

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Indenture of Adam Jansen to David Pietersen de Vries

[74] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, personally came and appeared Mr. David Pietersen of the one part and Adam Jansen, of Harlingen, of the other part, to me, the secretary, well

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1 This farm was afterwards sold to Thomas Hall, who on Nov. 20, 1642, obtained a patent for it. See N.Y. Col. MS1, 2:43; Land Patents, 22:55, and T. G. Bergen, The Bergen Family, pp. 40-42.

2 Captain David Pietersen de Vries, who shortly before had arrived at Manhattan on his third voyage to America. De Vries writes in his Journal under date of January 5, 1639, that he sent his men to Staten Island to plant a colony there. Adam Jansen was probably engaged to serve on this plantation. See J. P. Jameson, ed. Narratives of New Netherland, pp. 202, 205.
known, and declared that they had firmly agreed and contracted together on the conditions hereinafter written. First, Mr. David Pietersen has hired Adam abovenamed, who also acknowledges that he has bound himself from now on to serve Mr. David aforesaid for the term of two consecutive years, commencing [ ], during which aforesaid time Adam shall be obliged to work diligently in the service aforesaid, in no wise refusing to undertake any work to which David Pietersen or his agent shall put him; for which faithful and diligent service, he, the abovenamed Adam, shall receive one hundred and twenty guilders per year, together with free board and lodging, which [wages] David Pietersen aforesaid promises to pay him at the expiration of the two years Adam acknowledges that David Pietersen has paid fl 107. 12 to the English for his freedom, which shall be deducted from his wages Mr. David shall at all times be at liberty to discharge the aforesaid Adam [ ] from his service, but on the contrary Adam must stay bound the two consecutive years, without hiring himself out to any other person. All of which the aforesaid persons have mutually promised honestly to perform, binding themselves thereto according to law. Thus done in Fort Amsterdam in the presence of the undersigned witnesses, dated the 23rd of February 1639.

Adam Yansen

Ulrich Lupoltt, fiscal, witness

Adam Aelants
Power of attorney from Maryn Adriaensen to Hendrick Cornelissen van Voorst

[75] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland on the part of the General Chartered West India Company, appeared in the presence of the underwritten witnesses Maryn Adriaensen, 1 inhabitant of this province, as husband and guardian of Lysbet Tyssen, both to me, the secretary, well known, and in that capacity has granted, as he does hereby grant, to Hendrick Cornelissen van Vorst full power and authority to collect for him, Maryn Adriaensen, in the capacity as aforesaid, within the city of Alkmaer, all such property or money as remain due to him, the appearer, from Pieter Tyssen, his wife's brother; giving the above named van Vorst power to collect the same from the above named hands and to dispose thereof according to his, the appearer's, orders given to him herewith, holding as valid whatever the above named Hendrick van Vorst shall do herein and when Pieter Tyssen aforesaid shall have paid, I, the appearer, release him from all further claims and demands which I, in the capacity aforesaid, might make.

Done in Fort Amsterdam in New Netherland, this 3d of March 1639.

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1 Maryn Adriaensen from Veere, in the province of Zeeland. He was sent out to the colony of Rensselaerswyck in 1631 and afterwards moved to Manhattan. See Van Rensselaer Bowler MSS., p. 309; and J. H. Innes, New Amsterdam and Its People, pp. 291-95. It is possible, although not likely, that he was the same person as Marinus Adriaensen from Kruijningen, also in the province of Zeeland, who in 1627 sailed with Captain Jan van Ryen as ondercommies (assistant-supercargo) to the Mispoko, or Oiapok River, which separates French Guiana from Brazil. See F. M. Netscher, Geschiedenis van de Koloniën Essequibo, Demerary en Barbice, p. 54.
This is the X mark of Mryn Adriaensen

Ulrich Lupoltt, fiscal, witness

Maurits Jansen, witness

On the 16th of March 1640, this power of attorney was transferred to Jan Harmense van de Lemmet in place of Hendric van Voorst

Cor. van Tienhoven, Secretary

Declaration of Jacobus van Curler regarding Grietje Reyniers

[76] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Jacobus van Corlaer, aged about 28 years, at the request of Anthony Jansen, as husband and guardian of Grietje Reyniers, and has with me, the secretary, testified and attested on his conscience, in place and with promise of a solemn oath, that it is true and truthful that Anthony Jansen's wife aforesaid came to the house of Mr. van Corlaer above named and the aforesaid woman desiring an account of Mr. Wybrant Pietersen and that he should go to her husband to the store, he answered: "I will not go with any [ ] wh., your husband is a rascal. All of which we, the deponents, declare to be true, having done this only to give testimony to the truth. Done the 8th of March A° 1639, in Fort Amsterdam in New Netherland.

Cornelis van Tienhoven, Secretary

J van Curler

2 De Lemmer, a village in Friesland, on the Zuider Zee
Lease from Director Kieft to Hendrick Cornelissen van Vorst of the farm at Hoboken occupied by van Vorst

[76] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland on behalf of the General Chartered, West India Company, appeared the honorable, prudent Mr. Willem Kieft, director general in New Netherland, of the first part, and Hendrick Cornelissen van Vorst, of the second part, and acknowledged in the presence of the undersigned witnesses that in amity and friendship they had agreed and contracted about the lease of the farm situated at Hoboken, up to this date occupied by Hendrick Cornelissen aforesaid, belonging to the honorable the directors of the Chartered West India Company, Chamber of Amsterdam, in whose name and on whose behalf the Hon. Director Willem Kieft leases the aforesaid farm to Hendrick Cornelissen aforesaid, who also acknowledges that he has rented the same on the following conditions and terms.

First, Hendrick Cornelissen van Vorst shall from the date hereof for twenty consecutive years have the use of the land and out-buildings, together with what is fastened by earth and nail, to cultivate and plant it and further to manage the said farm during the lease as a good and faithful tenant is bound and ought to do.

The lessee shall, at his own expense, cause to be built on the aforesaid farm a farmhouse and whatever may further be necessary, provided that the lessor shall deliver four thousand

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bricks for the construction of the chimneys, all of which, at the expiration of the aforesaid twenty years, shall belong in free ownership to the Company, without the lessee having any right to set up any claim or pretension thereto. With the express condition that at the expiration of the lease, the lessee or his descendants shall be preferred before others in the purchase or renting of the aforesaid farm.

For which the aforesaid Hendrick van Vorst shall during the lease pay annually to the said Mr. Willem Kieft or the Company's agent the fourth part of the crop which God may vouchsafe to the soil, either in sheaves in the field, or as shall be considered best, and twelve capons every year. The lessee shall deliver back the land not sown, as he now receives it.

For all of which the parties bind their respective persons and properties, movable and immovable, present and future, without any exception, all as by law provided, without guile or deceit. In testimony hereof two copies of the same tenor are made hereof and signed by the parties.

Done in Fort Amsterdam, the 12th of March A.D. 1639.

It is expressly covenanted that the lease shall commence on the 1st of January A.D. 1640.

Willem Kieft
Heyndrick Cornelissen van Vorst
Ulrich Lupott
Maurits Jansen, witness
Testimony of Jacob Stoffelsen and others regarding Grietje Reyniers

[78] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared at the request of Philip de Truy 1 Jacob Stoffelsen, aged about 37 years, Hendric Pietersen, mason, aged 30 years, and Jan Cant, aged 29 years, and conjointly declared and testified on their conscience, in place of an oath, that it is true and truthful that on Thursday last, the 10th of March, Philip de Truy asked Grietje Reyniers for payment of his summons fee, whereupon she answered: "You are paid and if you say otherwise, you are a liar." Thereupon he, Philip, said: "If you convict me for a liar, I shall convict you, Griet, for a whore." Then Griet Reyniers and Anthony Jansen said to Philip: "Your wife was a whore and you, Philip, are a villain." All of which the deponents declare to be true. Done in Fort Amsterdam, this 15th of March 1639.

This is the X mark of Jacob Stoffelsen
This is the X mark of Hendric Pietersen from Hasselt
Jan Hendric Cant
This is the X mark of Tonis Jansen, sailmaker

1 Philippe du Trieux, court messenger, or marshal.
Further testimony in regard to Grietje Heyniers

Before me, Cornelis van Tienhoven, secretary of New Netherland, at the request of Philip de Truye, appeared Jacob Stoffelsen, aged 37 years, Hendric Pietersen from Hasselt, mason, and Pieter Pietersen from Amsterdam, who jointly declared and testified on their conscience, in place of an oath, that it is true and truthful that Philip and Anthony Jansen, coming out of the house of the honorable director, had some words together, whereupon Anthony said that Philip aforesaid was a villain, who immediately called on us to our evidence thereof, which we [do hereby], maintaining that everyone is bound to bear testimony to the truth, especially when summoned to do so. This 15th of March 1639.

This is the X mark of Jacob Stoffelsen
This is the X mark of Hendric Pietersen, mason
This is the X mark of Pieter Pietersen from Amsterdam

Testimony of Domine Bogardus regarding Grietje Heyniers

[79] Before me, Cornelis van Tienhoven, secretary, at the request of Philip de Truy, appeared Everardus Bogardus, minister, and in place and with promise of a solemn oath if necessary testified and declared that it is true and truthful that on the 10th of March 1639 he, the deponent, heard Philip say to Grietje Heyniers: "If you prove that I am a liar, I shall prove that you are a whore." All of which he, the deponent, declares to be true and truthful. Done the 15th of March A0 1639, in Fort Amsterdam in New Netherland.

E. Bogardus
Testimony of Cornelis Lambertsen Cool regarding misbehavior of Grietje Reyniers at Amsterdam

[80] Before me, Cornelis van Tienhoven, secretary on behalf of the General Chartered West India Company, Chamber at Amsterdam, appeared, at the request of Wybrandt Pietersen, [Cornelis Lamberse Cool]¹ and declared and testified that it is true and truthful that he, the deponent, being with Claes Cornelissen Swits lodged at Amsterdam,² in the house of Pieter de Winter, tavernkeeper there, at whose house Griet Reyniers was a servant, who served him, the deponent, and other guests with liquor, there were among others at the aforesaid house in another chamber some High Dutch soldiers, whom Griet Reyniers aforesaid also attended with drink, and as said Griet Reyniers did not come quickly enough from said room, her mistress went away and saw through a hole in the door that Grietje above named had her petticoat upon her knees. The mistress of the house not being well pleased at this, said to me, the deponent, and Claes Swits: "I thought I had an honest woman in the house, but she is a nasty whore and must quit here even tomorrow morning."

All of which the deponent declares, in place of an oath, to have heard from the aforesaid landlady. Thus done the 21st of March AO 1639, in Fort Amsterdam

This is the X mark of
Cornelis Lamberse Cool

² In O'Callaghan's Calendar of Historical Manuscripts, Part I, p. 5, erroneously given as "New Amsterdam."
Deposition concerning the buildings erected in different places in New Netherland during Director van Twiller's administration

[81] This day, the 22d of March XVI° XXXIX, before me, Cornelis van Tienhoven, secretary in New Netherland on behalf of the General Chartered West India Company, in presence of the undersigned witnesses, appeared Gillis Pietersen van der Gouw, aged about 27 years, at present master carpenter on the island Manhatans, known to me, the secretary, and by true words, in place and with promise of an oath if necessary, at the request of the Hon. Mr. Willem Kieft, director general in New Netherland, testifies, declares and attests that it is true that he, the deponent, during the administration of Wouter van Twiller, formerly director here, worked as under-carpenter on all the works on which he was employed and he, the deponent, knows what buildings, etc., have been erected for the service of the Company during Mr. van Twiller's time on the island Manhatans, at Fort Orange, Fort Nassau situated at the south, and Fort Hope situated to the north on the Fresh River, to wit:

**On the island Manhatans**

In Fort Amsterdam the guardhouse with lattice work and a roof were built.

A small house for the soldiers to lodge in.

A large cellar was dug and built up with stone to the level of the ground and beams laid across to put boards on for the floor of the house.

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On the island outside the fort

A new bake house.
A small house for the midwife. ²
A goathouse situated behind the Five Houses.
The church with a house and stable in the rear.
The smith's, corporal's and cooper's house which had been raised was finished and covered with tiles.
A large shed in which the boats and yachts are built, and the sailmaker's loft above it.
An excellent barn, dwelling house, boat house and a brewery covered with tiles, on farm No. 1 ³
The house on Mr. Twiller's plantation.
In the commander's house, standing in the fort, much was torn down and repaired.
The sawmills and gristmill were at divers times, when necessary, provided with new shafts, arms and other appurtenances
On Corlaer's farm much work was also done.
On that of La Montaengne, the same.
The house of Cornelis van Vorst in Pavonia was built
The house belonging to the former director, situated on the island at Hellgate.

Fort Amsterdam was built up, with platforms to be used for the guns of the fort

² Tryn Jonas, from Masterland, or Marstrand, the mother of Anneke Jans. See Van Rensselaer Bowier MSS., pp. 56-57
³ Afterward, in 1651, sold to Director Stuyvesant. His house stood on the grounds adjoining St. Mark's Church and is of some historic interest as being the place where the terms of surrender were arranged in 1664, by which the province was delivered up to the English. - E. B. O'Cullaghon.
The house of Tymen Jansen for which Wouter van Twiller must account.
The house of Domine Bogardus Twiller must account.
The house of Wolphert Gerritsen, standing at the Bay, was erected by the Company's carpenters.

At Fort Orange
A handsome, large house with a flat roof and lattice work was built by Dirck Cornelissen van Wensveen.
Also eight small houses in said fort for the people.

At Fort Nassau, which was in decay
A large house was built in Fort Nassau.

Fort Hope, toward the north, he caused to be built.
All of which the deponent declares to be true and according to his best knowledge of the buildings which the late director caused to be erected. He knows of no other to be named and declares that this is done by him without any simulation or regard of person, but only to bear witness to the truth. Thus done in Fort Amsterdam in New Netherland, date as above

Gillis Pietersen
Maurits Jansem, witness
Wybrant Pietersen, witness

Deposition regarding the vessels built for the West India company during the administration of Wouter van Twiller

[83] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared in the presence of the undersigned witnesses Tymen Jansen, ship carpenter, aged about 36 years, and by true Christian words, in place and with promise of a solemn oath if

1 Other translation in Doc. Bel. Col. Hist. N.Y., 14:17
necessary, at the request of the Hon. Mr. Willem Kieft, director
general, testified, declared and attested that it is true and
truthful that he, the deponent, as ship carpenter worked and was
employed on all the new and old work which Mr. Twiller during
his administration here caused to be executed, to wit:

Anno 1633. Repaired the ship Southberch and furnished her
with new knees.

On the ship Hope, of Groeningen and Omlanden, the
Company's carpenters worked a long time.

The yacht Hope, which was captured in 1632 by said van
Tiller, he had entirely rebuilt and planked up.

The yacht Prins Willem he had built.
The yacht Amsterdam almost ready.
A large open boat.
In the yacht Wesel he caused an orlop and caboose to be made.
The yacht Vrede, as above.
The boat Omval at Fort Orange.
The wood-cutter's boat.
The yacht with a mizzen, sold to Barent Dirksen.
Divers farm boats and skiffs, sold to various persons.
Also many yawls and boats were built for the sloops.
Furthermore, the carpenters continually repaired and
caulked the old craft.

2 Meaning the city of Groningen and the surrounding country
districts, together forming the present province of Groningen,
which, together with Friesland, had a chamber of the West India
Company. See Van Rensselaer Bowier MSS., p. 95.

3 David Pietersen de Vries mentions the capture of this
yacht by the Southberg. The prize was laden with sugar and was
brought to New Amsterdam. See Narratives of New Netherland,
ed. by J. P. Jameson, p. 186.
All of which he, the deponent, declares to be true and has attested and done at the request aforesaid, according to the best of his knowledge, without any regard of person, solely to bear witness to the truth. Thus done in Fort Amsterdam, this 22d of March A° 1639.

This is the X mark of Tymen Jansen

Wybrant Pietersen, witness

Maurits Jansen

Deposition of Jacob Stoffelsen, overseer of Negroes, as to the employment of said Negroes during the administration of Wouter van Twiller

Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Jacob Stoffelsen from Ziericksee, who in the presence of the undersigned witnesses, at the request of the Hon. Mr. Willem Kieft, director in New Netherland for the General Chartered West India Company, testified, declared and attested that it is true and truthful that he, the deponent, during the administration of the Hon. Mr. Wouter van Twiller, late director, was as overseer of the Negroes belonging to the Company constantly employed with said Negroes in the building of Fort Amsterdam, which was completed in the year 1635; also, in cutting timber and firewood, as well for the large house as for the guard house, splitting rails, clearing land, burning lime and helping to gather the Company's grain in the harvest and considerable other such work which we performed with the

2 Zierikzee, a city in the province of Zeeland, Netherlands
Negroes  All of which the deponent declares to be true, having
done this to bear testimony to the truth, as every one is bound
to do, especially when required to do so. Thus done in Fort
Amsterdam, this 22d of March A^ 1639.

This is the X mark of
Jacob Stoffelsen, above named

Wybrant Pietersen, witness
Maurits Jansen

Return of property belonging to Wouter van Twiller

[84] This day, date underwritten, came and appeared in
their proper persons the undersigned individuals, servants of
the late Director van Twiller, and by true Christian words, in
place and with promise of a solemn oath, jointly testified,
declared and attested at the request of the Hon. Mr. Willem
Kieft, director general, that each of them has in hand, or in
charge, the following specified property belonging to him,
van Twiller.

On farm No. 1, on which Aert Tonissen is overseer

4 mares
1 stallion
1 gelding
10 cows

1 heifer
1 one year old ditto
11 oxen
1 bull; together with the farm implements on the farm

On two islands in Hellgate, on the larger of which Berent Jansen is overseer. The larger contains about 100 morgens of land and the other about 60 morgens.

1 dwelling house
3 milch cows
3 bull calves
1 mare
1 stallion

[85] On Nut island, containing about 80 morgens

1 house, the frame of which is raised and so remains
21 goats

On farm No. 3

3 milch cows
3 bull calves

A tobacco plantation near Sapokanikan on the North river, fenced all around

\[\text{footnotes:}
\]


3 Noten or Neuten eylandt, now called Governor's Island. See Indian deed to Wouter van Twiller, dated June 16, 1637, in Ibid.

4 A tract of land of 39 morgens, or nearly 80 acres, behind the plantation of Jacobus van Curler. The farm was occupied originally by Pieter Bylevelt and on Oct 19, 1645, granted to Leendert Arentsen.

5 Sa-po-kan-ick-an, the name of an Indian village situated east of the present Gansevoort market, New York City. See F B. Kelley, Historical Guide to the City of New York, pp. 71-73.
1 good dwelling house, occupied by George Homs and Thomas Hall
1 tobacco house
At Fort Hope and Fort Nassau
24 to 30 goats
3 Negroes, whom the late director bought in the year 1636 from Captain Ax at fl. 40 each and who with the exception of a brief period have always been in his service
All of which we, the deponents, declare to be true and this [declaration] is made by us because every one is bound to bear witness of the truth, especially when requested so to do.
Done in Fort Amsterdam, this 22d of March Ao. 1639.
Thomas Hall
This is the X mark of George Homs

Statement regarding van Twiller's disposal of animals belonging to the farms on Manhattan Island

[86] The animals on the six farms on the island of Manhates and where and how they were disposed of:
1 mare of farm No. 4 sold to Jan Evertsen
1 ditto of ditto No. 4 to Cornelis van Vorst
2 ditto of ditto No. 5 sold to Jacob van Corlaer
1 ditto of No. 6 } to Anthony Jansen from Salee
1 stallion of No. 6

6 Fort Hope was on the Connecticut River; Fort Nassau was on the east side of the Delaware River, in the present state of New Jersey
1 mare of No. 1, being Wouter van Twiller's farm, sold by him to Jan Evertsen. [As to] the second mare which the said Twiller must deliver, it is not known whether it is delivered or not

4 mares of No. 2 and No. 3 were sent to Fort Orange, to Mr. Renselaer's colony, and remain still the Company's property, according to the memorandum of the late Director Twiller

2 cows of No. 4 to Cornelis van Vorst
2 cows sent from No. 6 to Mr. Renselaer's colony
4 ditto sent from No. 2 and No. 3 to said colony
2 ditto of No. 5 were killed in Minuit's time
2 cows of No. 1, ² being van Twiller's farm; it is not known whether they were delivered to the Company

All the other animals of farms No. 2 and No. 3 have been conveyed to the colony of Renselaerwyck. [As to] the sheep of farm No. 5, the late director purchased the half of them from Barent Dircksen and offset the other half against some debt which Barent aforesaid owed the Company, as he says, and [they] were sent to Mr. Renselaer's colony:

The foregoing is all that people know of the aforesaid animals.

² O'Callaghan's translation has No. 6, but this is apparently an error. See lease of farm No. 1 from Director Kieft to Wouter van Twiller, April 22, 1638, #[2] of this volume.
Power of attorney from Cornelis Dircksen Hooglant to Magdalena Luycas at Amsterdam

This day, date underwritten, before me, Cornelis van Tienhoven, secretary here in New Netherland on the part of the General Chartered West India Company, appeared in the presence of the subscribing witnesses Cornelis Dircksen Hooglant, husband of Aeltje Ariens, widow of Jacob Dircksen Vogel, deceased, both known to me, the secretary, and in that capacity appointed and empowered, as he does hereby, Maddalena Luycas, residing within the city of Amsterdam, to collect for him, Cornelis Dircksen, in the capacity as aforesaid, from the honorable directors of the Chartered East India Company, Chamber of the City of Middelburg, the sum of one hundred and seventy-five guilders, at 20 stivers the guilder, descending from Jan Jansen of Gysendam,¹ who sailed to the East Indies A° 1635, by the ship Middelburgh, as gunner, and A° 1636 went over to the ship The Arms of Hoorn, which aforesaid sum is due to him in the capacity aforesaid, as appears by the handwriting made thereof, in the possession of Jacob Dircksen Vogel. [I] therefore give the above named Maddalena Luycas full power to collect the aforesaid sum from the aforesaid gentlemen and to dispose thereof according to the order given her and, having received it, to give a discharge with power to do in my name all that is necessary, holding as valid whatever shall be performed by her. Done in Port Amsterdam, in New Netherland, in the presence of the undersigned witnesses, this 22d of March A° 1639.

Cornelis Diercksen

¹ Giessendam, between Dordrecht and Gorinchem, in the province of South Holland, Netherlands.
Power of attorney from Cornelis Dircksen Hooglant to Magdalena Luycas at Amsterdam

[87] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared in the presence of the subscribing witnesses, Cornelis Dircksen Hooglant, as husband and guardian of his wife Aeltje Ariens, both known to me, and in said capacity empowered and authorized, as he does hereby, Maddalena Luycas, residing at Amsterdam, to collect for and on behalf of the principal from Messrs the Orphan masters of the city of Amsterdam the sum of twenty-three guilders, arising from the sale by auction of the property belonging to Annitje van Breuckelen, deceased, which sum is due to him in the capacity aforesaid, at the same time giving the above named Maddalena Luycas full power to dispose thereof according to the order given to her, to give a receipt and to do whatever the necessity may demand, holding as valid whatever shall by her be done herein. In testimony whereof I have signed these presents with the witnesses. Done in Fort Amsterdam, the 22d of March Ao. 1639, in New Netherland.

Cornelis Diercksen

Power of attorney from Willem Adriaensen to Hendrick Cornelissen van Vorst

Before me, Cornelis van Tienhoven, secretary of New Netherland, in the presence of the undersigned witnesses, appeared Willem Adriaensen, cooper, an inhabitant of this province, to

1 He came from Elsineur, or Elsinore, Denmark. See Van Rensselaer Bowier MSS, p. 418
me, the secretary, well known, who hereby constitutes and empowers Hendrick Cornelissen van Vorst, in the name and on behalf of him, the principal, to collect and receive from Dirck Corsen Stam the sum of sixty-nine guilders Holland currency and in default of payment to cite him Dirck Corsen, before the court and to prosecute the action to the end, either as plaintiff or defendant, and whenever Dirck Corsen shall pay the above amount to give him a full discharge, holding as valid whatever shall be done herein by the aforesaid van Vorst. Thus done and signed this 22d of March A° 1639, in Fort Amsterdam in New Netherland.

Wybrant Pietersen, witness Willum Adryensen

Contract between Thomas Sanders and Richard Pitsert to fence a plantation, build a tobacco house and plant tobacco on halves

[88] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, personally came and appeared Thomas Sanders, smith, of the first part, and Richard Pitsert, 1 of the second part, and in the presence of the undersigned witnesses declared that they had amicably agreed together in manner as follows:

First, Pitsert shall assist in setting 4000 palisades and in erecting a tobacco house.

Secondly, he shall with all diligence and zeal plant tobacco, the half whereof shall belong to him whenever he shall have brought it to a proper condition.

1 Richard Pitcher? In N. Y. Col. MSS., 4:41, he is called an Irishman.
For which Thomas Sanders shall be bound to furnish him with provisions from the 22d of February of this year 1639 until the tobacco as aforesaid is well cured, on condition that Thomas Sanders shall provide all the implements and defray the cost at his own expense. All in good faith, without guile or deceit. This 22d of March A° 1639.  

Declaration of Thomas Sanders as to words between the wife of Anthony Jansen and Philip de Truy

[89] Before me, Cornells van Tienhoven, secretary of New Netherland, appeared Thomas Sandersen, at the request of Anthony Jansen, and declared, testified and attested that it is true and truthful that he, the deponent, 13 days ago, at the house of Abraham Pietersen, the miller, did hear said Anthony Jansen's wife say to Philip de Truy that he might come when he chose to her house for his money, saying, "I shall not run away out of the country."

Secondly, that he could not perceive that the said Anthony Jansen's wife had drunk any wine, or that she was intoxicated. All of which the deponent declares to be true. Done this 30th of March A° 1639, in Fort Amsterdam in New Netherland.

This is the X mark of Thomas Sandersen, above named

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2 Not signed.
1 Abrahem Pietersen, from Haerlem, the ancestor of the Van Deursen family. He is sometimes referred to as the molensar, and sometimes as gorter, indicating that he ran a grist-mill.
2 Grietje Reyniers.
3 Philippe du Trieux.
Declaration of Philip Gerritsen that Anthony Jansen's wife was not intoxicated when he met her at the house of Abraham Pietersen

Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Philip Gerritsen, at the request of Anthony Jansen, and on his conscience, in place and with promise of an oath if necessary, testified, declared and attested that it is true and truthful that he, the deponent, 13 days ago, being Thursday, about 2 o'clock in the afternoon, at the house of Abraham Pietersen, miller, saw the wife of Anthony Jansen, who was not intoxicated at that time, the rather, as no wine was drunk in the house. All of which the deponent declares to be true and that he has done this for the sake of bearing testimony to the truth. Done as above.

This is the X mark of Philip Gerritsen

Contract between Gysbert Rycken and Jan Jacobsen from Vreeland respecting the use of a farm and the cattle thereon

[90] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Gysbert Rycken and Jan Jacobsen from Vrelant and in the presence of the undersigned witnesses acknowledged that they had agreed and contracted together in manner as follows:

First, to Gysbert Rycken shall belong in free ownership the half of the cattle which said Jan Jacobsen has delivered

1 Grietje Beyniers.
to Hendric Harmansen¹ for six consecutive years, on condition that he regulate himself according to the contract which said Jan Jacobsen has concluded with the above named Hendric Harmansen.

Secondly, the cow and heifer calf which belong to Gysbert Rycken, the land as it is sowed and the building belonging to him, Gysbert Rycken, the half thereof shall appertain to Jan Jacobsen.

In like manner Gysbert Rycken and Jan Jacobsen shall work together on the land, so that all things shall be half and half up to the time that the contract which Jan Jacobsen made with Hendric Harmansen shall be fulfilled and have expired.

For all of which the parties bind their persons and properties, all according to law. Thus done and agreed in Fort Amsterdam, this 31st of March A° 1639.

This is the mark X of Gysbert Rycken
This is the mark X of Jan Jacobsen

W. P.²
Maurits Jansen

¹ See #[46]
² Wybrant Pietersen.
Power of attorney from Manuel, the commander's servant, to Bastiaen Jansen Crol to collect money from Hendrick Fredericksen from Bunnick

Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Manuel, the commandant's servant, and constituted and empowered, as he hereby does constitute and empower, Bastiaen Jansen Crol, commissary at Fort Orange, [his attorney] to collect in the name and on the behalf of Manuel aforesaid the sum of fifteen guilders, which are due him from Hendrick Fredericksen from Bunnick for wages, as appears from the accompanying affidavit; he, the principal, therefore, gives full power to collect the said money from Hendrick Fredericksen and he shall hold valid whatever the above named Mr. Crol shall do herein, [the latter having full power] to sue at law, to give receipt and to do whatever the time and necessity shall require. Thus done in Fort Amsterdam, this 31st of March 1639.

1 Meaning the servant of Director Kleft. In the Calendar of Dutch Manuscripts, p. 6, he is erroneously referred to as "Manuel de Command." He was probably the Negro who in other documents is called Manuel Gerrit de Reus, a name which has been translated as "Manuel Gerrit, the giant," but which must probably be interpreted as meaning that he had been in the service of Gerrit Teussen de Reus, or de Reux, the original lessee of farm No. 2 on Manhattan island and afterwards a colonist of Rensselaerswyck.

2 Hendrick Fredericksen from Bunnick came to New Netherland in 1633, in company of Gerrit Teussen de Reus, and afterwards was employed on de Reux's farm in Rensselaerswyck. See Van Rensselaer Bowier MSS, p. 807.

3 Not signed.
Lease from Director Kleft to Vrouwtje Ides, widow of the late Cornelis van Vorst, of the Company's farm at Ahasimus for twenty years

[92] Before me, Cornelis van Tienhoven, secretary in New Netherland for the Chartered West India Company, personally came and appeared Willem Kleft, director general of New Netherland, of the first part, and Vrouwtje 1 Ides, widow of Cornelis van Vorst, deceased, [of the second part], who in the presence of the undersigned witnesses acknowledged that they had amicably agreed and covenanted together about the lease of the farm with the appurtenances thereof heretofore occupied by Vrouwtje Ides, which farm aforesaid belongs to the honorable directors of the Chartered West India Company, Chamber at Amsterdam, in whose name and behalf the honorable director has leased, as he does hereby lease, to Vrouwtje Ides, who also acknowledges that she has rented, the above mentioned farm situated at Ahasimus 2 for the term of twenty consecutive years, commencing on the first of January A0 1649, on the conditions and terms hereinafter written:

1 O'Callaghan's translation has "Madam," with a footnote saying: "The original is 'Vrouwtje,' which corresponds to the English term "Goodwife." In other places in the lease O'Callaghan uses the term "Goodwife." Neither translation, however, is correct, as 'Vrouwtje' is merely the Dutch way of writing the Frisian given name Frouwe, or Froukje. She was probably the daughter of a man by the name of Ide, or Yde, also a distinctly Frisian name.

2 Ahasimus, or Hasimus, was a tract of land south of Hoboken, N J , which was purchased from the Indians for Michiel Pauw, on Nov 22, 1630. It formed part of the district called Favonla, of which Cornelis van Vorst was Pauw's agent or administrative officer. See Doc. Rel. Col. Hist. N.Y, 13:2-3; O. H. Winfield, History of the County of Hudson, New Jersey, pp. 13-25; Holland Society of New York, Year Book (1914), 27:4-25.
First, Vrouwtje Ides shall annually pay as rent of the aforesaid farm to the honorable director, or whoever shall hereafter take his place on the Company's behalf, the just fourth part of the produce which the Lord God shall vouchsafe to the soil, whether in the field in sheaves, or as shall be judged most advantageous to the Company.

Secondly, Vrouwtje Ides aforesaid shall be bound to build a new house at her own expense and to keep in repair at her own charge whatever is already standing on the farm, and at the expiration of the twenty years all that is now built or shall yet be built or constructed on said farm by Vrouwtje Ides, or those who may obtain her interest, shall belong in full ownership to the above named director, and neither she nor any one for her shall have anything, be it little or much, to claim for it.

For all that is above written the parties bind their persons and properties, movable and immovable, submitting the same according to law. Thus done and agreed, the 31st of March Ao. 1639, in Fort Amsterdam in New Netherland.

And it is also covenanted that the said director shall be bound to deliver as many bricks as Vrouwtje will need for a chimney. Likewise, that at the expiration of the aforesaid term Vrouwtje Ides or her heirs shall be preferred over others either as tenants or as purchasers of the above mentioned farm.

Willem Kieft
This is the X mark of Vrouwtje Ides, above named

Maurits Jansen, witness
Heyndric Cornelis van Voorst, witness
Lease from Director Kleft to Jan van Vorst of farm No. 6 on Manhattan Island

On the date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, personally appeared Willem Kleft, director general in New Netherland for the West India Company, of the first part, and Jan van Vorst, of the second part, and in the presence of the undersigned witnesses amicably agreed and contracted about the lease of farm No. 6, heretofore occupied by Wolphert Gerritsen, situated on the island of Manhattan, belonging to the honorable directors of the Chartered West India Company, Chamber at Amsterdam, which farm the honorable Mr. Kleft leases to Jan van Vorst, who also acknowledges that he has rented the said farm, on the conditions and terms hereinafter written.

The honorable director shall at the expense of the Company have the house put in order, fit to be occupied as a residence, which house van Vorst shall during the lease keep in repair.

The honorable director shall pay for half the implements necessary for the farm.

The honorable director aforesaid shall supply half the provisions which van Vorst shall require from the time that Jan van Vorst shall come to reside on the aforesaid farm until the summer grain of the same year shall be in the barn.

1 Farm No. 6 included the land between Chatham Square and the Bowery on the west, Montgomery Street on the east, Division Street on the north and part of Monroe Street and the East River on the south. It contained 57\(\frac{1}{2}\) acres - E. B. O'Callaghan.
It is expressly stipulated that the honorable director, or he who will hereafter succeed to his place on the part of the Company, is not to be subjected to any other expenses than those that are above mentioned.

Moreover, the honorable director shall deliver to Jan van Vorst two mares, one stallion and three milk cows, which horses and cows, or others in the same condition as those now delivered, shall at the expiration of the lease be first withdrawn by his honor or the Company's agent from the horses and cows which said van Vorst shall have in his stable or field, and the remaining cattle which by God's blessing will be produced from the above mentioned animals shall be divided half and half.

For which he shall pay and deliver as rent during the lease to the above named director the half of the grain which God will bestow on the land, provided that so much grain as the cattle will require for sustenance shall be previously laid aside.

Likewise, van Vorst shall also deliver during five consecutive years, beginning with the second year of the lease, ninety pounds of butter yearly. The director is also bound to pay said van Vorst annually fifty guilders for the maintenance of a servant, without, as before stated, incurring any further expense.

Jan van Vorst shall be bound to sow every year as much grain as he and his man will be able conveniently to manage.
For all that is hereinbefore written, the parties bind their respective persons and properties, movable and immovable, present and future, according to law. All in good faith, without guile or deceit, this is signed by the parties the 31st of March 1639, in Fort Amsterdam.

It is further agreed that the implements which during the said six years shall be required for farm work shall be procured at the expense, equally divided, of both parties.

Willem Kieft
Jan Cornelissen van Vorst
Ulrich Lupoltt
Cysbert op Dyck

Power of attorney from Fredrick Lubbertsen to Hendrick Cornelissen van Vorst to collect money from the West India Company

[95] Before me, Cornelis van Tienhoven, secretary in New Netherland for the General Chartered West India Company, appeared Frederick Lubbertsen, at present chief boatswain on the island of Manhatans, who in the presence of the hereinafter mentioned witnesses appoints and empowers, as he does hereby, Hendrick Cornelissen van Vorst to collect in his, the principal's, name from the honorable directors of the Chartered West India Company the sum of once three hundred and sixty guilders, [ ] stivers and [ ] pence, which said sum is due him as appears by the

1 Of the documents which were entered on pp. [95-143] of Vol. 1 of the Register of the Provincial Secretary typewritten copies of the Dutch text have been preserved. From these copies new translations, which differ slightly from those made by Dr. O'Callaghan, have been prepared.
annexed account, at the same time ordering the said van Vorst, when he shall have received the aforesaid moneys from the hands of the honorable directors above named, to grant them a discharge and to act as time and circumstances shall require, holding valid whatever shall be done herein by van Vorst. Done in New Netherland, this 4th of April AO. 1639.

Frerick Lubbertsens

Wybrant Pietersz, witness

Power of attorney from Rev. Everardus Bogardus to Hendrick Cornelissen van Vorst to collect money from the West India Company

This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Everardus Bogardus, minister here, as husband and guardian of Anna Jans, widow of Bouloff Jansen from Masterlant, deceased, who in said capacity appoints and empowers, as he does hereby, Hendric Cornelissen van Vorst to collect in his name from the honorable directors of the Chartered West India Company the sum of two hundred and seventeen guilders, which aforesaid sum was in the

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2 This account has not been preserved. Part of the amount may have been for wages earned by Frederick Lubbertsens in the service of the West India Company as early as 1633, as shown by an entry under date of November 13, 1636, in the Resolutions of the Amsterdam chamber of the Company, wherein Lubbertsens requested that his wife, Styntgen Jans might join him and that six months' wages at fl.20 a month, which had been due him for three years, might be paid. See N.Y. Gen. and Blog. Record (1918), 49:228.

1 Cf. similar power of attorney under date of August 12, 1638, to Wouter van Twiller, on[33] of this record.

2 The old Dutch name for Marstrand, an island off the Swedish coast, near Göteborg, which was ceded by Denmark to Sweden at the peace of Röskilde in 1658.
year 1635 by the ship *Eendracht* made over by said Houloff Jansen, deceased, to the Orphan Masters of the city of Amsterdam, as appears by the Book of Monthly Wages sent from New Netherland by said ship, and which to this date has not been received; holding valid whatever van Vorst above named shall do herein. Having received the money, he shall have power, in virtue hereof, to execute a receipt and further to act herein as necessity shall require. Thus done in the presence of the subscribing witnesses in Fort Amsterdam, this 16th of April A.D. 1639.

E. Bogardus

Wybrant Pietersz, witness

Declaration of Jacob Stoffelsen and others as to the ruinous condition of Fort Amsterdam, the farms, mills and other public property on the arrival of Director Kieft

[96] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, personally came and appeared at the request of Willem Kieft, director general of New Netherland for the Chartered West India Company, Jacob Stoffelsen, overseer, aged about 37 years, Gillis Pietersen van der Gouw, master house carpenter, aged 27 years, and Tymen Jansen, ship carpenter, aged 36 years, who jointly attested, testified and declared, as they do hereby attest, testify and declare in the presence of the subscribing witnesses, that it

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3 Meaning: "Union," or "Concord." This ship, of which Michiel Simonsen was master, sailed from the Texel for New Netherland in the beginning of May 1634. It seems to have returned to Amsterdam shortly before December 1635.
is true and truthful that on the 28th of March anno 1638, being the day on which Mr. Willem Kieft safely arrived here by the ship De Harinck, Mr. Kieft found fort Amsterdam, with the exception only of the stone bastion, (de steenen punt), wholly and entirely dilapidated, so that people could go in and out of said fort on all sides; all the cannon off the gun carriages; five farms vacant and fallen into decay and on said farms or in any other place not a living animal on hand belonging to the Company, but all from the smallest even to the largest in the possession of other people.

Moreover, every vessel was unserviceable, the yacht Prins Willem alone being fit for use and one new one on the stocks.

The house in the fort intact but greatly in need of repair, as well as the 5 stone houses,¹ the wooden church, shed and smith's shop.

The grist and saw mill in operation, another no longer used, the third burned. The place where the storehouse stood can hardly be recognized. The late Director Twiller also allowed work to be done for various persons.

All of which we, the deponents, declare to be true and truthful, being ready at any time when necessary to confirm the

¹ Meaning the five workshops of the West India Company, on the east side of Winckel Street, between Stone and Bridge Streets; see J. H. Innes, New Amsterdam and its People, pp. 31-33. It should be noted that the expression "stone houses" is a literal translation of the Dutch steenen huysen, which may mean either brick, or stone houses. In Holland, where there is practically no natural stone, the expression would be understood to mean "brick houses," but on Manhattan island, where there was stone in abundance, it is probable that the houses were built of stone.
foregoing statements on oath; also, that this has been done by
us to bear testimony to the truth, which every one is bound to
do, especially when requested so to do. Thus done in Fort
Amsterdam, this 16th of April A°. 1639.

This is the X mark of Jacob Stoffels

Jillis Pietersz

This is the X mark of Tymen Jansz

Wybrant Pietersz

Maurits Jansen witnesses

Agreement between Barent Dirckse and Dirck Jansen regarding the
payment for a yacht purchased by Pieter Cornelissen

[97] Before me, Cornelis van Tienhoven, secretary of New
Netherland, appeared Barent Dircksz from Norden¹ of the first
part, and Dirck Jansen, ship carpenter, of the second part, who
this day in amity and friendship mutually covenant'd and agreed
that of the grain at present loaded in the yacht which Pieter
Cornelissen from Munnekedam² heretofore purchased from said
Barent Dirksen, the said Dirck Jansen shall pay to Barent
Dircksz aforesaid in part payment of the purchase price of said
yacht one-half last of grain, on condition that Dirck Jansen
shall himself sell the aforesaid grain to his best advantage
and deliver the money which shall accrue therefrom to Barent
Dirksen as soon as the same is sold. With the express promise

¹ Norden, in East Friesland, Germany.
² He and Dirck Jansen from Edam came to New Netherland in
the spring of 1637, under contract with Kiliaen van Rensselaer.
of Dirck Jansen that he will pay this coming summer the half of the purchase price of said yacht, the above mentioned half last of grain being included therein, and pay the other half between now and the last of May A° 1640. And if on the purchase price of the yacht, amounting to fl. 500, any interest to this date should already be claimed by the Company, Dirck Jansen and Barent Dircksen aforesaid shall each pay one-half; likewise, if hereafter any rent be charged by said Company, Dirck Jansen shall assume the same and release Barent Dircksz therefrom.

Furthermore, Dirck Jansen shall have the absolute ownership of the aforesaid yacht, which is hereby transferred and conveyed to him, Barent Dircksz ceding at the same time all right and claim which he may have to the yacht aforesaid and delivering the aforesaid yacht free from any demands, claims and incumbrances which any one might set up. Without fraud or deceit, all in good faith, the parties have signed this in presence of the subscribing witnesses. Done on the island of Manhates, this 18th of April A° 1639.
This is the X mark of Barent Dirksz from Norden
This is the X mark of Dirck Jansz, above named

Arent Steffeniers
Pieter WynCoop

Arent Steffeniers, a hog dealer, came to New Netherland in 1637 on the ship Rensseelaerswyck, under a contract with Kiliaen van Rensselaer; see Van Rensselaer Bowler MSS., pp. 332, 375, 814. Prior to that date he had made a voyage to New Netherland on the ship Eendracht, which sailed from the Texel in the beginning of May 1634 and returned to Amsterdam before the end of 1635, as shown by the following entry under date of December 3, 1635, on folio 98V of the register of the Amsterdam Chamber entitled Resolutien, No. 6, 1635-36, in the Algemeen Rijksarchief, at the Hague:

"Arent Steffenier voor bootsgesel uytgevaeren met het Schip Den Eendracht naer Nieu-Nederlant, ende aldaer gequetst vande Maquas, alsmede syn been gebroocken hebbende in Dienst vande Compagnye, daervan hy vergoedinge pretendeert. Wert gerenvojeert aen Commissarisen vande Admunitie." (Arent Steffenier, having shipped as a sailor on the ship Eendracht for New Netherland and having been wounded there by the Maquas, and having furthermore broken his leg in the service of the Company, claims damages. Referred to the Commissaries of Munitions) See N. Y. Gen. and Biol. Record (1918), 49:222.

Arent Steffeniers married on March 22, 1637, at Manhattan, the widow of Cornelis Thomassen from Rotterdam, a smith who had likewise sailed on the ship Rensseelaerswyck but who had been killed by his helper, Hans van Sevenhuysen, in a tavern at Ilfracombe. This smith had apparently also been in New Netherland at an earlier date, as on folio 68 of the same volume of Resolutien, under date of September 20, 1635, occurs the following entry:

"Styntgen Huygen huysvrou van Cornelis Thomassen Smith in N: Nederlandt over drie Jaeren met den Soutbergh uytgevaeren, versouckt 2 months' wages. Granted, in case there are no objections" Ibid p.221.

Pieter Pietersen Wyncoop, in 1643, supercargo on the ship het Apen van Rensselaerswyck; see Van Rensselaer Bowler MSS., p. 670 note.
Agreement between David Pietersen de Vries and Pieter van de Linde whereby the latter is released from his service subject to the approval of Frederick de Vries

[98] This day, date underwritten, before me, Cornells van Tienhoven, secretary in New Netherland, appeared in presence of the undersigned witnesses David Pietersen, partner of Frederic dr Vries,¹ and Pieter van [de] Linde, who have agreed and concluded as follows:

First, Pieter van [de] Linde shall pay to Davit Pietersen or his attorney within the space of two years from the date hereof, two or three months more or less, all the expenses of his passage in the ship De Liefde, together with what was disbursed for board at the house of Barent Dircksz, baker.

Secondly, Davit Pietersen aforesaid releases the said de Linde from the service which Pieter van de Linde has entered, with the express agreement that parties refer their case to Mr. de Vries,² to see whether he takes the same view of it as they, the appearers, take of the matter between them both. For which parties bind their persons and properties, movable and immovable, present and future, none excepted, submitting the same as by law provided. This 19th of April A°. 1639.

Pieter Linde³

¹ Frederic de Vries was secretary of the city of Amsterdam and a director of the West India Company, chamber of Amsterdam. See Narratives of New Netherland, ed. by J. F. Jameson, p. 199; Johannes de Laet, Historie ofte Iaerlyck Verhael van de West-Indische Compagnie, p. [XXVI]; and J. E. Ellias, De Vroedschap van Amsterdam, 1:289. David Pietersen de Vries had entered into partnership with Frederic de Vries to plant a colony on Staten Island.

² Frederick de Vries.

³ Signature canceled in the original.
Bond of Pieter van de Linde to David Pietersen de Vries, partner of Frederick de Vries, for passage and board of himself and his wife

I, the undersigned, Pieter van de Linde, voluntarily and deliberately acknowledge that I am indebted to Davit Pietersen, partner of Mr. Fredrick de Vries, in the sum of one hundred and forty Carolus guilders, twelve stivers, arising from disbursements made for board for said De Linde and his wife on the ship De Liefde and at the house of Barent Dircksen from Norden, which said sum I, Pieter van de Linde, promise to pay within the space of two consecutive years, two or three months more or less, to Davit Pietersen or his order, without any exception or gainsay. For all of which he binds his person and property, movable and immovable, present and future, submitting himself to the Provincial Court of Holland and [399] all other courts, tribunals and judges. All in good faith, without fraud or deceit, this is signed in the presence of the subscribing witnesses.

Done in Fort Amsterdam in New Netherland, this 19th of April A°. 1639.

Pieter Linde

Maurits Jansen, witness
Indenture of James Gilliff to serve David Pietersen de Vries

This day, the 20th of April A° 1639, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared in presence of the undersigned witnesses Jems Gilliff, from Oesterscher in England, who binds and hires himself to Davit Pietersen for the term of one year, in which aforesaid time said Davit Pietersen shall pay to Jems Glllleff the sum of eight pounds sterling, or eighty guilders Holland [currency], with two shirts; in which bounden time he, Jems Gilliff, shall allow himself to be employed in all work that Davit Pietersen or any one for him shall designate, promising to conduct himself faithfully as a good and faithful servant is bound to do towards his master. For which he binds his person and property, all in good faith. Done this day and year aforesaid.

This is the mark X of Jems Gilliff, aforesaid
Wybrant Pietersz, witness
Tho: Willett, witness

Indenture of Diggere Richards to serve David Pietersen de Vries

[100] Before me, Cornelis van Tienhoven, secretary of New Netherland, in the presence of the undersigned witnesses appeared Diggere Eitserts, who has hired himself for the term of three years to Davit Pietersen to serve and to be employed by him or his agent in such work as the said Davit Pietersen shall wish

1 James Gilliff, from Worcestershire, England.
1 Diggere Richards.
to employ him, Digger Ritserts; for which service Davit Pietersen shall annually pay to said Ritserts twenty Holland guilders in cash, two suits of clothes for summer wear, one winter suit and as many stockings and shoes as he shall need. The aforesaid Diggere Ritserts hereby promises to conduct and comport himself honestly and faithfully as a good and trusty servant should and is bound to do, binding himself hereto as by law provided. Done in Fort Amsterdam, this 20th of April A° 1639.

This is the mark X of Diggere Ritserts

Tho: Willett, witness

Promisory note of Johan de Voocht to Petronella Underhill with Receipt of Petronella Underhill for part payment by General Specks

I, the undersigned, acknowledge hereby that I am well and truly indebted to Petronella Onderhill in the sum of three hundred guilders for a like sum by me this day received, which aforesaid sum of three hundred guilders I promise to return and pay to the above named Petronella Onderhil at the end of six months from the date hereof, with interest at six and one quarter per cent per annum, binding therefor my person and property, subject to the execution of all courts, judges and justices.

1 Petronella Underhill, the wife of Ulrich Lupolt.
In testimony whereof this is signed by me the 16th of May XVI and thirty-eight. Signed, J d. Voocht. Sa iiij $ 2

On the other side was written:

Hereon paid a half year's interest due the 16th November A° 1638.

Lower was written:

I, the undersigned, Petronella Onderhill, hereby acknowledge and declare that I have received at my earnest request from General Jaques Specx the sum of fifty Carolus guilders, to be repaid by Mr. Johan de Voocht to the aforesaid General Jaques Specx, which shall be allowed to said Mr. de Voocht as good pay on account of this note. In witness whereof this is signed in the presence of the subscribing witnesses, in Amsterdam the 16th of September XVI XXXVIII. Signed, Jacob Lancelott van Gansepoel, witness, and Anthony de Solemne, with the following mark underneath.

2 The usual symbol for pound Flemish, but here apparently intended for guilder.

3 Jacques Specks, or Specx, was born at Dordrecht, about 1588. He held various important offices in the Dutch East Indies and on the death of Jan Pietersen Coen, in September 1629, was provisionally chosen to succeed him as governor general. His appointment, however, was not confirmed by the Board of XVII and in 1632 he was recalled, Hendrick Brouwer being appointed in his stead. David Pietersen de Vries speaks of being welcomed by General Specks on his arrival at Batavia on September 29, 1629; see his Korte Historiael, p. 85 (reprinted by the Linschoten Vereening, 1911, p. 132). In 1648 and 1651 he was a director in the Amsterdam Chamber of the West India Company; see E. B. O'Callaghan, Register of New Netherland, 1626 to 1674, pp 1-2. See also Nieuw Nederlandsch Biografisch Woordenboek, v 6., col. 1251-54.
I, the undersigned, secretary of New Netherland, declare that this is faithfully copied and upon collation found to agree with the original in presence of the witnesses named below. Done the 28th of April 1639, in Fort Amsterdam in New Netherland.

Cornelis van Tienhoven, Secretary

Maurits Jansen, witness
Claes van Elsiant, witness

Power of attorney from Jacob Stoffelsen to Jeronimus La Croix to collect money from Claes Jacobsen

[102] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland for the West India Company, appeared in the presence of the undersigned witnesses Jacob Stoffelsen from Sirickse, to me well known, who appoints and empowers, as he does hereby, Jeronimus La Croix to collect in his, the principal's, name from Claes Jacobsz of Schagen, formerly overseer of laborers at Fort Amsterdam in New Netherland, the sum of six hundred and sixty-six guilders, ten stivers which sum aforesaid the above named Claes Jacobsz received from the honorable directors of the Chartered West India Company on account of Jacob Stoffelsen aforesaid, it appearing by the Book

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1 Zierikzee, a city in the province of Zeeland, Netherlands; not Lake of Zurich, as erroneously stated in Doc. Rel. Col. Hist. N.Y., 14:18.
3 Werckbaes; translated by O'Callaghan as "master workman."
of Monthly Wages sent over A0. 1633 by the ship De Soutberg that Jacob Stoffelsen made over to said Claes Jacobsz the sum of two hundred and seventy-two guilders, four stivers, and A0. 1635 by the ship De Eendracht three hundred and ninety-four guilders, six stivers, amounting together to the aforesaid sum of six hundred and sixty-six guilders, 10 stivers. The above named Jacob Stoffelsen [promises] to hold as valid whatever shall be done herein by the said Jeronimus La Croix, 4 [who shall have power] to execute a discharge, to institute legal proceedings and further to do as time and circumstances may require. Done in Fort Amsterdam in New Nether land, this 29th of April A0 1639.

This is the X mark of Jacob Stoffelsz

Wybrant Pietersz, Maurits Jansen witnesses

A0. 1643 this power of attorney was renewed by Jacob Stoffelsz and Davit Pietersen de Vries was made attorney. It was signed by Jacob Stoffelsen and the witnesses the 30th of October A0. 1643.

Power of attorney from Claes van Elslant to his wife to collect money from the West India Company

[103] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Nether land, appeared Claes van Elslant, commissary of provisions, who in the presence of

4 In the record the name of La Croix was written over that of Hendric van Vorst.
the subscribing witnesses appointed and empowered, as he does hereby, Willemtjen Harbers, his, the principal's wife, residing at Haerlem, ¹ to collect in his name and for the principal from the Chartered West India Company at the Chamber of Amsterdam the sum of one thousand and twenty-eight guilders, seven stivers, ⁴ pence, which said sum by balance of account is due him from the late director, Wouter van Twiller, according to the annexed account. The principal shall hold valid whatever be done herein by the above named Willemtjen Harbars, ² who shall have power to execute a discharge in full, which shall avail the honorable directors as evidence of due payment, and said Willemtjen Harbers shall further have power to act as time and circumstances will require. Done in Fort Amsterdam, this 29th of April A° 1639.

Claes van Elslant

Ulrich Lupoltt, witness

Maurits Jansen, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

¹ "Willemtjen Harbers . Haerlem" was substituted in the record for "Mr. Coenraet van Ceulen, merchant residing within the city of Amsterdam."

² The name of Willemtjen Harbers was substituted for that of Mr. van Ceulen.
Contract of sale from Anthony Jansen to Barent Dircksen of a farm near Fort Amsterdam

[104] This day, the 7th of May A° 1639, before me, Cornelis van Tienhoven, secretary of New Netherland, personally came and appeared Anthony Jansen from Vees, of the first part, and Barent Dircksen, baker, of the second part, who in the presence of the undersigned witnesses acknowledged that they had amicably and in friendship agreed and contracted about the purchase of the farm hitherto occupied by the said Anthony Jansen, situated near Fort Amsterdam, bounded westerly by Hendric Jansen, tailor, and easterly by Philip de Truy, on the conditions and terms hereinafter written.

First, said Anthony Jansen shall deliver, as he is now doing, to Barent Dircksz aforesaid, who also acknowledges that he has bought and this day received from said Anthony, the land as it is sowed and fenced, the house and barn, together with all that is fastened by earth and nail, except the cherry, peach and all other trees standing on said land, which said Anthony reserved for himself and will remove at a suitable time; one stallion of two years, one ditto of one year, one wagon, one plow and one harrow with wooden teeth.

For all of which Barent Dircksz shall pay to said Anthony Jansen the sum of fifteen hundred and seventy guilders, to be paid in two consecutive years: immediately after the receipt of

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2 Fez, the principal city of Morocco. In other places Anthony Jansen is referred to as from Salee.
what is above written he, Barent Dircksz, shall pay to Anthony Jansen, or his order, one just fourth part of the aforesaid money, and six months after the date hereof the second fourth part, and so on one fourth part every half year, until the last payment inclusive.

For all of which the parties bind their persons and properties, movable and immovable, present and future, without any exception, under binding obligation as by law provided Without fraud or deceit, two copies of the same tenor are made hereof and signed by the parties Done the day and year aforesaid.

This is the X mark of Anthony Jansen above named
This is the X mark [of Barent] Dircksz
This is the X mark of Henric Harmsz
Gillis de Voocht, witness
Cornelis van Tienhoven, Secretary

Declaration of Jeuriaen Rodolff and Pieter Cock that Jacob Jeurlaens, lying abed wounded, had forgiven Jochem Beeckman

[105] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared at the request of Jochem Beeckman from Statyn, 1 soldier, Jeuriaen Rodolff, sergeant, aged 25 years, and Pitter Cock, cadet, aged 27 years, who jointly, in the presence of the undersigned witnesses, certified and declared, as they hereby do certify and declare, that it is true and truthful that Jacob Jeurlaensen from Dansick, lying abed wounded,
was asked by the sergeant and the said cadet in what manner he was wounded by Beeckman aforesaid. He answered: "I called Jochem Beeckman into the house and after I had locked the door I began to beat said Beeckman with a paddle, so that said Beeckman's body and arms were all blue."

Secondly, being further asked by the deponents, inasmuch as he, Jacob Jeuriaensen, knew that he was the *causa movens* of the trouble, for Beeckman had not molested him, whether, if it should happen, which God forbid, that he came to depart out of this world in consequence of the wound he had received from Beeckman, he should wish that Beeckman aforesaid should be condemned to die by the court on this account, he answered: "No, but I forgive him, as I am the cause of what occurred."

All of which the deponents declare to be true and truthful and that this is done by them in place and with promise of a solemn oath if need be; also without dissimulation or regard of persons, but only to bear witness to the truth, which every one is bound to do when requested. Done at Fort Amsterdam, this 12th of May 1639, in New Netherland.

This is the X mark of Jeurien Rodolff, sergeant

This is the X mark of Pitter Cock

Hans Schipper, witness

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2 *Pagave*, or *pagaa*: A Dutch term for a canoe paddle, derived from Malay *pengajoeh*. 
Receipt of John Jenney for money paid him by Aeltje Brackoenje

[106] I, the undersigned, Master Jehan Jenny, hereby acknowledge that I have received the sum of twenty guilders Holland money, reckoned at 20 stivers to the guilder, in full satisfaction and payment of the debt which Cornelis Claesen from Weverveen, 1 deceased, owed me, which aforesaid sum [has been paid] to me by Aeltjen Brackonje 2 on account of said Cornelis Claesen. I hereby release Aeltjen Brackoenge or the heirs of Cornelis Claesen from all demands and claims which I could have made on her or on the said Cornelis Claesen and I promise that neither I nor anyone of mine shall trouble her. Done on the island of Manhates in Fort Amsterdam, 12 May 1639.

John Jenney

Acknowledged before me,

Cornellis van Tienn[oven], Secretary

Deed from Jacobus van Curler to Cornellis van Tienhoven of a farm on Manhattan Island

Cornellis van Tienhoven, secretary in New Netherland, of the first part, and Jacobus van Curler, commissary of cargoes, of the second part, have in amity and friendship agreed about the purchase of the farm and the appurtenances thereof heretofore

1 Waverveen, in the province of Utrecht, Netherlands
2 Aeltje Brackoenje was the wife of Cornelis Lambertsen Cool. In 1644 she married Willem Bredenbent. One Gillis Brackony, or Braconier, was in Brazil in 1638-47. See Algemeen Nederlandsch Familieblad (1888), 5:169, 284; (1889) 6:112.
occupied by the above named Mr. Curler, situated on the island of Manhates opposite the farm of Johannes la Montaengne, on the conditions and terms hereinafter written.

Jacobus van Curler, in the presence of the subscribing witnesses, sells to Tienhoven the above mentioned farm, containing one hundred morgens of land, the house standing thereon, all the implements being on the farm, to wit, a wagon, a plow, a harrow, scythes and siths, together with all that is fastened by earth and nail, and four mares, three cows (sound and in good condition), one boat and its appurtenances.

For which Cornelis van Tienhoven shall pay to Monsieur van Curler, or his order, the sum of twenty-nine hundred guilders, reckoned at twenty stivers to the guilder, which aforesaid sum the above named Tienhoven promises honestly to tender and pay into the hands aforesaid, free of costs and charges, without any gainsay; the purchaser binding for the payment of the above named farm, cattle, and appurtenances thereof his person and property, movable and immovable, present and future, under submission to all lords, judges, courts and magistrates, all in good faith.

1 See note on # [68] above.
2 At this point are crossed out the words: "together with all that is furthermore necessary for farm work."
Also, from this time forth the seller delivers and conveys to the above named Tienhoven the aforesaid farm and whatever is above mentioned, as he does hereby convey and transfer the same, I, Jacobus van Curler, relinquishing at the same time all right and title which I, or anyone in my name, may in any wise claim to the farm and cattle and other the aforesaid property, holding all that is hereinbefore mentioned free from all claims, disputes, or trouble which any person may set up. Therefore, all that is above mentioned shall belong to the purchaser, or whoever may hereafter acquire his right, in free ownership and by virtue hereof he shall have power to dispose thereof as he might do with his own lands duly obtained by lawful title, [the seller promising] to hold as valid whatever may hereafter be done by the said van Tienhoven or his agent. For which the seller binds his person and property, movable and immovable, present and future, nothing excepted, submitting the same to all courts, judges and justices, all in good faith. Without guile or deceit, this is signed by the parties and two copies of the same tenor are made hereof. Done in Fort Amsterdam, this [ ] A° 1639.

Jacobus van Curler

3 The original has by mistake den cooper, meaning "the purchaser."
Contract between Director Kieft and Abraham Isaacksen Planck regarding the hire of two milch cows on halves

[108] On this day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared the Hon. Willem Kieft, director general in New Netherland, of the first part, and Abraham Isaacksen Planck, of the second part, and agreed in manner as follows:

On the [], the honorable director aforesaid delivered to the above named Planck two cows belonging to the honorable directors of the West India Company, chamber of Amsterdam, for the term of six consecutive years, beginning on the day of the delivery above mentioned. During the six years Abraham Planck shall receive half the increase of the aforesaid cows and annually deliver thirty pounds of good butter for each cow to the director aforesaid, or to the person who may succeed to his office on behalf of the Company. At the expiration of the aforesaid years the honorable director or his successor shall first take two cows from those which shall have been bred from the above mentioned cattle, or others in as good condition as those now delivered to the said Planck, and then the remaining cattle which by God's blessing will be bred from the said cows shall be equally divided.

For all of which the parties, in the presence of the subscribing witnesses, bind their persons and properties, movable and immovable, present and future under binding obligation as provided by law. In witness and token of the truth this is subscribed by the parties and by the witnesses thereto invited, in Fort Amsterdam, this 16th of May A°. 1639, in New Netherland. ¹

¹ Not signed.
Agreement between Director Kieft and Cornelis Lambertsen Cool regarding the hire of two cows on halves

[109] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared the honorable, prudent Mr. Willem Kieft, director general of New Netherland, of the first part, and Cornelis Lambertsen Cool of the second part, who acknowledged in the presence of the undersigned witnesses that they had amicably agreed and contracted together about the leasing of two cows, belonging to the honorable the directors of the West India Company, chamber of Amsterdam, as follows:

First, said director shall deliver two healthy milch cows to the above named Cornelis Lambertsen Cool, who acknowledges that he received them on the [ ] from the hands of the director aforesaid.

Cornelis Lambertsen shall have the use of the aforesaid cows for six consecutive years and receive half the increase for his trouble and care of the said cows, paying as rent to the director aforesaid, or to the person who may hereafter succeed to his place, thirty pounds of butter for each cow annually.

At the expiration of the aforesaid six consecutive years the said honorable director or the Company's agent shall first take two cows bred from the above mentioned animals, in as good condition as those now delivered, and the remaining cattle which by God's blessing will be bred shall be equally divided by the parties.
For the performance of what is written above the parties bind their persons and properties, movable and immovable, present and future, without any exception, submitting the same to all courts and judges, all in good faith. In testimony and token of the truth this is subscribed by the parties and the witnesses hereto invited. Done in Fort Amsterdam, this 17th of May 1639, in New Netherland.¹

Declaration of Surgeon Hans Kierstedt as to the nature of the wound received by Jacob Juriaensen

[110] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Hans Cirsteede, surgeon in Fort Amsterdam, and in the presence of the undersigned witnesses certified and declared, as he does hereby certify and declare, in place and with promise of an oath if necessary, that it is true and truthful that, the deponent having some time ago been called to Jacob Jeurlaensen from Dansick, who was wounded by one Jochem Beeckman, he, the deponent, then found the wound to be behind in the buttock, about three fingers-breadth from his fundament, going downward toward the neck of the bladder, the great artery and nerve being cut, which wound progressed favorably up to the eighth or ninth day and acted as if it would reach a proper and satisfactory cure. But as the patient did not follow the surgeon's orders and did not observe a proper diet according to the instructions of the surgeon, who found him standing up and bleeding in front of his bunk, he asked said Jacob Jeuriansen,

¹ Not signed.
"Why did you come out of the bunk?" He answered, "I wanted to get a pot." He bled so profusely at the time that he, the surgeon, could with difficulty stop the bleeding and since then the wound has repeatedly, sometimes twice and sometimes once in twenty-four hours, burst open and bled hard, so that in consequence of the profuse bleeding Jacob Jeuriaensen has become so weak and feeble that the deponent can not effect a good cure, and he declares that the patient himself is the cause movens of the bursting open of the wound. All of which the deponent declares to be true and truthful, being ready to confirm the same by a solemn oath; also, that he has made this declaration for the sake of bearing witness of the truth, especially as he has been called upon to do so. Done in Fort Amsterdam, this 17th of May 1639, in New Netherland.

Hans Kierstedt

This is the X mark of Tomas Coninck, witness
This is the X mark of Jeurlaen Bodolff, sergeant, witness

Contract of sale between Thomas Beeche (Bescher) and Cornelis Lambertszen Cool of a plantation on Long Island, adjoining Gouwanus

[111] In the manner and on the terms hereinafter written, in the presence of me, Cornelis van Tienhoven, secretary of New Netherland, and of the undersigned witnesses, Tomas Bescher, of the first part, and Cornelis Lambersen Cool, of the second part, have agreed and contracted about the purchase of the plantation

heretofore occupied by Jan from Rotterdam and afterwards by him, Tomas Bescher, situated near Gouwanes on Long Island, extending southwardly to a certain kill or little cripple bush,² on which side Willem Adrisensen, the cooper, adjoins, and on the north side bounded by Claes Cornelisen Swits, stretching lengthwise to the woods, for which Cornelis Lambertsen Cool shall pay to Thomas Bescher once the sum of three hundred Carolus guilders, reckoned at 20 stivers the guilder. Thomas Bescher, the grantor, henceforth conveys and transfers the aforesaid plantation to the above named Cornelis Lambersen Cool and at the same time surrenders whatever title or interest he, the grantor, may have to or in the aforesaid plantation, delivering the same free from all demands, claims or incumbrances which any one may set up and furthermore giving the purchaser power to dispose of the aforesaid land as he might do of his own lands acquired by lawful title, without the grantor reserving or retaining any right or interest therein in the least, whether of ownership, command, or otherwise, but relinquishing everything for the behoof aforesaid and waiving all exceptions. For all of which the parties bind their respective persons and properties, movable and immovable, nothing excepted, under submission to all lords, judges and justices, all in good faith. Without fraud or deceit, this is signed by

² The Dutch word is creupelbosch, meaning a thicket, usually on low, marshy ground. Fennow's translation has "little low bushes."
us in the presence of the subscribing witnesses. Done in Fort Amsterdam in New Netherland, this 17th of May A°. 1639. 3

Thomas Beeche

This is the X mark of Cornelis Lambersz Cool

Maurits Jansen, witness

Cornelis van Tienhoven, Secretary

Lease from Everardus Bogardus to Richard Brudnill of a tobacco plantation and appurtenances

[112] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared in the presence of the undersigned witnesses Everardus Bogardus, minister, [of the first part], and Ritsert Brutnll, of the second part, and acknowledged that they had amicably agreed and contracted together in manner as follows:

Everardus Bogardus shall deliver to Ritsert Brudnill a tobacco house and a fenced plantation, which Bogardus shall keep in order at his own expense; the tools at present on the plantation or which hereafter may be bought for the use of the said plantation shall be paid for half by Bogardus and half by Ritsert Brutnll, it being understood that Ritsert Brutnll shall, if necessary, have the tobacco house lengthened at his own expense.

Furthermore, Everardus Bogardus shall loan to said Ritsert Brutnll for six consecutive months a water spaniel, a gun and

the powder which goes with it. At the end of the six months
Eitsert shall restore the dog and the gun, it being well under-­
stood that if the gun receive any damage or injury while in his
hands, Bogardus shall have the option to take it back or not.

On which aforesaid plantation, which is new and consists
of recently cleared land, Eitsert aforesaid shall labor with all
diligence, making the land fit for a tobacco plantation.

Furthermore, Bogardus aforesaid shall deliver to the said
Eitsert every week two loaves of the same size as those that
are given out in rations to the lessor's servants, for which
Eitsert Brutnill shall deliver to the aforesaid Bogardus from
the first crop three hundred and fifty pounds of good tobacco
and further, whatever shall be advanced by said Bogardus to
Elslant, Wybrant Pietersen, or any one else, the above named
Eitsert shall be bound to pay for in tobacco at eight stivers
the pound, out of the first crop which said Eitsert shall gather
this present summer. So long as the powder and lead last which
Eitsert has received from Bogardus, said Eitsert must deliver
one third of all that shall be shot therewith by him.

For all that is hereinbefore written Eitsert Brutnill
binds his person and property, movable and immovable, present
and future, subjecting the same as by law provided. This 17th
of May 1639, in New Netherland.

E. Boghardt
Richard Brutnill

Maurits Jansen, witness
Bond of George Homs (Holmes) to John Jenney with receipt by Isaac Allerton

[113] I, George Homs,1 undersigned, hereby acknowledge that I am well and truly indebted to Mr. Johan Jenny in the sum of sixty Carolus guilders, reckoned at 20 stivers the guilder, for goods received to my full contentment and satisfaction from the aforesaid Mr. Johan Jenny, promising to tender and pay the sum of money aforesaid to the said Johan Jenny or his order, free of costs and charges, so soon as Master Allerton shall with God's help have arrived here in New Netherland from the north, to wit, in five or six weeks. For all of which I, the undersigned, bind my person and property, movable and immovable, present and future, without any exception, under submission to all lords, courts, judges and justices, all in good faith. Without fraud or deceit, this is signed in witness and token of the truth in presence of the underwritten witnesses, in Fort Amsterdam in New Netherland.

This is the X mark of George Homs

Ulrich Lupoltt

This is the X mark of Jan Pietersen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

I, the undersigned, Isaac Allerton, acknowledge that I have received from George Homs fl. 60 for account of Mr. Johan Jenny, this 29th of December 1639, and the above written obligation is therefore canceled.

Isaack Allerton

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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1 George Holmes.
Lease from Director Kieft to Leendert Arentsen of cattle and farm No. 3 on Manhattan Island

114] On this day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared the Hon. Mr. Willem Kieft, director general in New Netherland, of the first part, and Leendert Arentsen of the second part, both of whom acknowledged in the presence of the undersigned witnesses that they had agreed and contracted about the hire of the following cattle on the conditions and terms hereinafter written.

The Hon. Mr. Willem Kieft aforesaid delivers to the above named Leendert Arentsen, who also acknowledges that he received on the [ ], one stallion of six years, one mare of six years and one mare of two years, together with three cows, whereof one is with calf, one yearling heifer and one heifer calf.

For which aforesaid cattle Leendert Arentsen shall pay annually to the honorable director general aforesaid, or whoever may hereafter succeed to his place, 30 lbs. of good butter for each cow, and half the increase at the end of the lease, provided that the honorable director or his agent shall first have taken out the number of cattle that is now delivered to said Leendert, in such condition as he now receives them, and that the remainder of the animals that shall be procreated shall be divided half and half.

In this lease is also included farm No. 3, heretofore occupied by Pieter Bylevelt, the lease commencing the [ ] and ending Ao. [ ], being six consecutive years, for which Leendert Arentsen shall annually pay to the honorable director aforesaid,

or to the Company's agent, the just half of all the grain which God the Lord shall bestow on the land, either in the field in sheaves, or as shall be found most advantageous to the Company.

The aforesaid Leendert Arentsen hereby promises to use all industry and diligence to cultivate, sow and till the land, and not to look only toward increasing the cattle aforesaid, in order that the Company may not be frustrated in their expectation of receiving annually a goodly quantity of grain. And if he, Leendert Arensz, uses proper diligence in regard to the cattle and the cultivation of the land, there shall be paid and given to him annually by the honorable director aforesaid, or whoever may be appointed in his place, fifty Carolus guilders in cash for the maintenance of servantmen.

Leendert shall keep the aforesaid farm [buildings] in repair and make the fences of the land tight at his own expense, without making any claim therefor at the expiration of the six years aforesaid, but everything shall belong to the Company in free ownership.²

For all of which the parties bind their persons and properties, movable and immovable, present and future, without any exception, under submission to all lords, courts, judges and justices, all in good faith. Without guile or deceit, this is signed by the parties this 18th of May 1639, in Fort Amsterdam in New Netherland.

This is the X mark of Leendert Arentsz, above named

² The farm mentioned in this lease contained 39 morgens, or 78 acres. It was situated behind Corlaer's plantation, on the East river, and was patented to Leendert Arentsen on October 19, 1645. See Land Patents, GG:120.
Lease from Director Kieft to Hendrick Harmansen of farm No. 5 on Manhattan Island

[115] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared the Hon. Mr. Willem Kieft, director general of New Netherland, of the first part, and Hendrick Harmansen, of the second part, and in the presence of the undersigned witnesses acknowledged that they had agreed and contracted regarding the lease [of farm] No. 5, here­tofore occupied by Jacob van Curler, and of the cattle specified below, for the term of six consecutive years, which farms and cattle are the property of the honorable directors of the West India Company, chamber of Amsterdam.

The Hon. Willem Kieft, director general, leases to Hendrick Harmansen farm No. 5, with the appurtenances thereof, for the term of six consecutive years, commencing the first of May A° 1639 and ending the first of May A° 1645.

Hendrick Harmansen shall pay annually to the honorable director above named or to the Company's agent, as rent of the aforesaid farm, the just half of all the grain with which God shall bless the land, in such manner as may be judged advantageous to the Company. The said Hendrick Harmansen very expressly promises to cultivate the land or to have it cultivated with all diligence and industry and not to attend exclusively to the increase of the cattle, but diligently to till the soil, which

is the Company's principal object herein. Therefore, when it is noticed and seen that the cultivation of the soil is diligently and earnestly taken in hand, Hendric Harmens aforesaid shall be paid on behalf of the Company annually fifty guilders toward servants' wages.

The honorable director delivers to said Hendric Harmansz three dry milch cows, one yearling heifer and one bull calf, one mare of one year and one mare of two years, together with an old mare which, exclusive of the other animals, is at the Company's risk.

The above named Hendric shall pay annually to the Company thirty pounds of good butter for every cow and the said Hendric Harmansen shall have the use and benefit of the aforesaid animals six consecutive years. At the expiration of the six years, the honorable director, or the Company's agent, shall first take away the [above mentioned] number of animals in such condition as [they are] now delivered and then the remaining animals which [116] will have been bred from the aforesaid animals shall be equally divided.

For all that is written above, parties bind their persons and properties, movable and immovable, present and future, without any exception, under submission as by law provided. In witness and testimony of the truth this is signed by the parties in the presence of the witnesses hereto invited, all in good faith, without fraud or deceit. Done in Fort Amsterdam, this 18th of May 1639, in New Netherland.

This is the X mark of Hendric Harmansz
Lease from Director Kleft to Dirck Holgersen of a farm and stock on halves

Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared the honorable, prudent Mr. Willem Kleft, director general in New Netherland on the part of the General Chartered West India Company, of the first part, and Dirck Holgersen, Noorman, of the second part, and acknowledged that they had amicably agreed and contracted in presence of the undersigned witnesses in manner as follows:

The Hon. Director Willem Kleft delivers to Dirck Holgersen aforesaid the following animals belonging to Messrs. the directors of the West India Company, to wit, three cows, two of which are dry and one with calf, one heifer, one bull calf, one mare of [ ] years, one mare of two years, and one stallion, the receipt of all of which animals from the hands aforesaid Dirck Holgersen acknowledges, and he shall have the use of the above mentioned cattle for six consecutive years, beginning [ ] and ending [ ].

For each cow, Dirck Holgersen shall annually pay to the honorable director aforesaid, or to the Company's agent, thirty pounds of butter. Also, at the expiration of the six years, animals to the same number and in as good condition as those now delivered shall first be set aside for the Company and then the parties shall divide half and half the remaining cattle which by God's blessing shall be bred from the aforesaid animals.

Likewise, Dirck Holgersen aforesaid shall be bound during the above mentioned six years to deliver to the Company one half of the grain which he with God's blessing shall raise on his farm, with the express promise that he shall cultivate it, or have it
cultivated, diligently and industriously, without attending exclusively to the increase of the cattle, in order that the Company may annually receive a good quantity of grain.

The honorable director aforesaid promises that during the term of the lease, if diligence be used in the cultivation of the land, there shall be given [117] to the above named Dirck Holgersen for the maintenance of servants fifty Carolus guilders a year.

For all of which the parties bind their persons and estates, movable and immovable, present and future, without any exception, under submission to all lords, courts, judges and justices, all in good faith. In testimony and token of the truth two copies of the same tenor are made hereof and subscribed by the parties. Done in Fort Amsterdam, this 18th of May 1639, in New Netherland. ¹

Contract between Director Kieft and Vrouwtje Ides regarding the use of the Company's sheep at Pavonia

On the conditions and terms hereinafter written Willem Kieft, director general of New Netherland on the part of the General Chartered West India Company, [of the first part, and Vroujtjen Ides, of the second part,] have agreed and contracted in the presence of the undersigned witnesses that the fifteen ewes, ten rams and three wethers, the just half whereof by division belong to the Company, shall remain at Pavonia at the house of Vroujtjen Ides, ¹ widow of Cornelis van Vorst, deceased,

¹ Not signed.
¹ ten huys van Vroujtien Ides. The dwelling part of the farmhouse and the stables were probably under one roof.
who promises to take good care of them. Likewise, the profit and loss shall be shared equally by the above named director and Vroujten Ides and this contract shall continue till the year [ ]. At the expiration of the aforesaid term the said honorable director or the Company's agent may divide the above mentioned ewes, rams and wethers and the increase with the aforesaid Vroujten Ides and take away the just half. The said Vroujten Ides shall not claim anything for the keeping of the sheep aforesaid but shall be content with the milk which she is to receive for her care.

In like manner Vroujten Ides acknowledges that she has received from the aforesaid hands three ewes, among them one young ewe; and two rams, among them one young ram; of which sheep Vroujten Ides shall take proper care, receiving for her trouble half the increase and the milk. At the expiration of the [term], the ewes and rams shall be restored to the honorable director, or whoever may hereafter obtain his right, in such condition as they are now delivered, whereupon the increase which will proceed therefrom shall be equally divided.

In witness of the truth these presents are subscribed by the parties in Port Amsterdam, this 18th of May 1639. ²

² Not signed.
Lease from Barent Dirkssen to Gerrit Jansen and Volckert Evertsen of the farm called Walensteyn

[118] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Barent Dirkssz, baker, of the first part, and Gerrit Jansen from Oldenborch and Volckert Eversz, of the second part, who acknowledged that in all love and friendship they had mutually agreed and contracted about the hire of the farm called Walensteyn.

Barent Dirkssz aforesaid has leased, as he hereby does lease, in the presence of the underwritten witnesses, to Gerrit Jansen from Oldenborch and Volckert Eversen, who also acknowledge that they have hired, the above named farm with the appurtenances thereof for the term of six consecutive years, on the following conditions:

Barent Dirkssz shall be bound to deliver to the lessees four milch cows, two heifers, one heifer calf, three bull calves, one mare and two stallions, one farrow sow, two wagons, one new plow in working order, one harrow, and furthermore all that is now to be found on the farm. For all of which the lessees shall annually pay to the lessor one hundred and fifty pounds of butter, one-half before and the other half after harvest, together with 50 schepels of grain, either wheat, rye, barley, or such grain as they shall be able to spare, to the satisfaction of the lessor. At the expiration of the lease, the animals which through God's

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1 In July 1632, he was foreman for Kiliasen van Rensselaer on farm No. 2 on Manhattan island, originally occupied by Gerrit de Reux and afterwards allotted to Coenraet Notelman. See Van Rensselaer Bowier MSS., pp. 223, 278, 322.
blessing shall be bred from the above mentioned cattle shall be equally divided by the lessees and the lessor, each receiv­ing one-half.

The lessor shall also deliver to the lessees three old sows, seven little barrows and one young sow, for which the lessees shall pay what impartial men shall deem proper and if any of the present animals come to perish without any fault of the lessees,² the lessor shall stand the loss. The lessees shall be bound to deliver back the animals and building in the same condition as they are now received, provided always that if the house happen to burn, either accidentally, or as the result of attacks by enemies, Indians, or others, as long as it do not happen through the fault of the lessees, the lessor shall stand the loss by fire. The lessees shall likewise deliver the land properly cleared and planted substantially as it is now received by them. During the aforesaid six years, neither the lessor nor the lessees shall be at liberty to sell any milch cows, whether young or old, but they may take to themselves the bulls and oxen every three years, and in case the lessor has need of any horse and wagon to draw firewood or for any other purpose, the lessees shall be bound to let him have them, if it does not interfere with [119] the work of the farm.

In testimony and token of the truth, these are signed by the parties in presence of the subscribing witnesses, [the parties] binding for all that is above written their persons

² The original text has verheurder, meaning "lessor," but this is evidently a mistake.
and properties, movable and immovable, present and future, without any exception, under submission to all lords, courts, judges and justices, all in good faith. Done in Fort Amsterdam, this 18th of May 1639, in New Netherland. This contract begins on the 14th of May 1638 and shall end on the 14th of May 1644.

This is the X mark of Volckert Eversen
This is the X mark of Gerrit Janse from Oldenb[orch]

Contract of sale of a tobacco plantation on Manhattan Island from Barent Dircksen to Gerrit Jansen and Volckert Evertsen

Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Barent Dirksen, baker, Gerrit Janse from Oldenb[orch] and Volckert Evertsen, who in the presence of the subscribing witnesses declared that they had agreed and contracted about the purchase of the plantation heretofore occupied by the said Barent Dirksz, bounded on the south by the plantation of Mr. Fiscock and on the north by that of Mr. Lesley. First, Barent Dirksz sells the aforesaid tobacco plantation and its appurtenances, together with four hoes, one spade, two axes and one brass kettle, two stallions, one foal, of which one-half share belongs to Barent Dirksen, for the sum of eleven hundred and eighty-two guilders and one hundred and twenty guilders heretofore due, amounting together to thirteen hundred and two guilders, counted at 20 stivers to the guilder, which aforesaid

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2 Francis Lesley, or Lastley.
sum the purchasers promise to pay to the vendor or his order as follows: the first instalment of three hundred guilders six months from the date hereof and then subsequently each year two hundred guilders to the last instalment inclusive. For all of which the parties bind their persons and properties, the purchasers for the payment and the vendor for freeing the plantation aforesaid [from all claims], each person binding his person and property, movable and immovable, present and future, none excepted, under submission as by law provided. Done in Fort Amsterdam, this 18th of May 1639, in New Netherland.

This is the X mark of Gerrit Jansz from Oldenb[orch]
This is the X mark of Volckert Eversz

Declaration of Edward Wilson concerning adultery committed by Mrs. Bescher with Francis Lastley

[120] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared in the presence of the undersigned witness Nldt Wlllesen,¹ about 25 years of age, and in the presence of the undersigned declared, testified and attested, as he hereby does, in place and with promise of a solemn oath if need be, that it is true and truthful that one night last fall, anno 1638, while he, the appearer, lay sick abed at the house of Tones Bescher,² who was out shooting, he saw Master Lasle³ and the wife of said Bescher lying and having carnal conversation

¹ Ned, or Edward, Wilson.
² Thomas Bescher, or Beeche, as he signs his name.
³ Francis Lesley, or Lastley.
with one another. As he, the appearer, lay as aforesaid in the bunk and feigned sleep, Tones Bescher's wife aforesaid came to the bunk and called three times and when the appearer did not answer Master Lasle and said woman immediately laid themselves down on the floor and so committed adultery. All of which the appearer declares to be true and truthful. Done the 25th of May 1639, in New Netherland.

This is the X mark of Eduwart Willesen

Thomas Hall, witness

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Promisory note of Tymen Jansen to the deacons at Fort Amsterdam in New Netherland

I the undersigned, Tymen Jansen, ship carpenter, acknowledge in the presence of the subscribing witnesses that I am well and truly indebted to the deaconry here in New Netherland in the sum of one hundred Carolus guilders, which sum was received by me to my satisfaction on the first of April A0. 163[ ]1 from the hands aforesaid. I promise therefore duly and honestly to tender and pay the aforesaid sum of one hundred guilders with the interest thereon, to wit, at five per cent per annum, free of costs and charges, the first penny with the last, without any exception or reservation. For all of which I, the undersigned, bind my person and property, movable and immovable, present and future, under submission to all lords, courts, judges and

1 Exact date not given.
 justices; all in good faith, without fraud or deceit, there are subscribed by me in the presence of the undersigned witnesses in Fort Amsterdam, this 30th of May A°. 1639, in New Netherland.

This is the X mark of Tymon Jansen

Declaration of Jacobus van Curler and others regarding the quality of Spanish wine imported in the yacht West Indische Haven

[121] Before me, Cornelis van Tienhoven, secretary in New Netherland, at the request of Willem Kieft, director general of New Netherland on the part of the Chartered West India Company, appeared Jacobus van Curler, aged about [ ] years, Claes van Elslant, aged [ ] years, Davit Pietersen, aged [ ] years, Carel van Bruggen, aged 28 years, and Cornelis Pietersen, aged [ ] years, who hereby jointly testified, declared and certified, in place and with promise of a solemn oath if need be, that it is true and truthful that they, in the presence of Ulrich Lupolt, fiscal, tested the 5 pipes¹ of Spanish wine arrived here from the West Indies in the yacht De Westindische Haven, Cornelis Pietersz, skipper, immediately after the aforesaid wine had been brought into the Company's cellar here and filled up, and that they found all of it to be sour and tart wine, so that there is little that is any better than vinegar, except [ ] pipes, which were sold for fl. [ ], and that in our opinion it will become

¹ See declaration on # [123], where the number of pipes is given as "fifty."
sourer every day, so that it will have to be sold for vinegar if its sourness does not change.

All of which the deponents declare to be true and truthful and that this is done in consideration of the fact that everyone is bound to bear testimony to the truth, especially when required to do so, without dissimulation or regard of persons.

Done in Fort Amsterdam in New Netherland, this 31st of May A°. 1639. ²

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Promisory note of Johannes la Montagne to the deacons of New Netherland

[122] I, the undersigned, Johannes la Montagne, acknowledge in the presence of the subscribing witnesses that I am well and truly indebted to the deaconry in New Netherland in the sum of fifty Carolus guilders, which sum aforesaid I received on the first of November A°. 1638 from the hands aforesaid to my content and satisfaction. I promise honestly to tender and pay the said sum with the interest thereon at 5 per cent per annum, commencing the 22d of November A°. 1639, and that free of costs and charges, the first penny with the last, without any gainsay, for which I, the undersigned, bind my person and property, movable and immovable, nothing excepted, submitting to all courts, judges and justices, all in good faith. Without fraud or deceit, this is subscribed by me, the undersigned, in the presence of the witnesses, in Fort Amsterdam this 31st of May 1639. ¹

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² Not signed and canceled. See similar declaration on # [123].
¹ Not signed.
Promisory note of Hendrick Jansen, tailor, to the deacons of New Netherland

I, the undersigned, Hendrick Jansen, tailor, hereby acknowledge that I am well and truly indebted to the deaconry in New Netherland in the sum of one hundred Carolus guilders, reckoned at 20 stivers the guilder, which I duly received to my satisfaction from the hands of the deacons. I promise honestly to tender and pay the aforesaid sum with the interest thereof at the rate of five guilders in the hundred annually, the interest commencing on the first of March 1639, free of costs and charges. For which he, Hendric Jansen, binds his person and property, movable and immovable, nothing excepted, under submission to all lords, courts, judges and justices, all in good faith. Without fraud or deceit, this is signed by me in the presence of the subscribing witnesses. Done in Fort Amsterdam in New Netherland, this 31st of May A° 1639.

Heyndryck Jansen

Declaration of David Pietersen de Vries and others as to the quality of Spanish wine imported in the yacht West Indische Haven

[123] Before me, Cornells van Tienhoven, secretary in New Netherland, appeared at the request of the Honorable Willem Kieft, director general for the General Chartered West India Company, chamber of Amsterdam, Davit Pietersen, aged 43 years, Jacob van Curler, aged 28 years, Gillis de Vooocht, aged 51 years, and Davit Provoost, aged 27 years, who hereby jointly testify,

1 The portrait of David Pietersen de Vries which appears as frontispiece to his Korte Historiael gives his age as 60, in 1653.
declare and certify, in place and with promise of a solemn oath, that it is true and truthful that they, by order of the honorable director aforesaid in the presence of the fiscal, Ulrich Lupolt, have tested fifty pipes of wine from the island of Palma which were brought here to New Netherland in the yacht De westindische Haven, Cornelis Pietersen, skipper, and received by Claes van Elslant, commissary of provisions; all of which wines were found by us to be getting sour, some being like vinegar, but a few pipes still fit to drink, and the casks very poor on account of age, rotten condition and otherwise. All of which we, the deponents, declare to be true and truthful, this declaration being made by us because every person is bound to bear witness to the truth, especially when required so to do, and that without any dissimulation of regard of persons. Done in Port Amsterdam in New Netherland, this 6th of June A°. 1639.

Davids Pietterssen de Vries
Jacobus van Curler
David Provoost
Gillis de Voocht

In my presence,

Cornelis van Tienhoven, Secretary
Receipt of Claes van Elslant for fifty butts of wine from the yacht West Indische Raven

I, Claes van Elslant, comissary of provisions in Nederland, acknowledge that I have received from the yacht De West-Indische Raven, Cornelis Pietersen, skipper, and Carel van Bruggen, supercargo, fifty butts of wine, of which nine of the best are sold at 200 guilders each; the remainder, being wine which on the whole has a sour taste and some of which is like vinegar, I promise to sell and dispose of to the best advantage of the Company, chamber of Amsterdam, rendering a true and faithful account thereof, for which I bind my person and property, under submission as by law provided. Done in Fort Amsterdam, this 6th of June A° 1639.

Claes van Elslant

Testimony of Dirck Symonsen and others as to good character of Casper Dircksen from Beuren

[124] Before me, Cornelis van Tienhoven, secretary in New Nederland, at the request of Casper Dircksen from Beuren, appeared Dirck Symonsen from Durkerd, aged 28 years, Jan Douthey, an Englishman, aged 27 years, and Jelmer Pietersen from Bolsert, aged about 24 years, and jointly, by true Christian

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1 This testimony was apparently secured to counteract charges brought against Casper Dircksen by Cornelis Pietersen, master of the West India Raven, with whom Casper settled his differences in court on June 16, 1639. Beuren is probably intended for Bueren, or Buren, in the province of Gelderland.
2 Durgerdam, near Amsterdam.
3 Bolswert, in Friesland.
words in place and with promise of a solemn oath if necessary, testified, declared and certified, as they do hereby declare and certify, that the deponents sailed hither with the above named Casper Dircksen in the bark De Westindise Haven on the voyage from the West Indies, and that in the course of the said voyage they perceived in him nothing unbecoming an honorable and honest soldier or seafaring man and did not find him guilty of any thievish or rascally deeds. All of which the deponents declare to be true and truthful, having made this declaration to bear testimony to the truth. Done in Fort Amsterdam, this 6th of June 1639.

Dirck Symensen

This is the X mark of Jan Dothey
This is the X mark of Jelmer Pittersen

Lease from Volckert Evertsen and Gerrit Jansen to Willem Willemsen and Jan Habsen of the plantation on the North River occupied by Barent Dircksen

On the conditions hereinafter written Volckert Evertsen and Gerrit Jansz from Oldeborch, of the first part, and Willem Willemsen and Jan Habsen, 1 of the second part, have in amity and friendship covenanted and agreed and in the presence of the subscribing witnesses acknowledged that they had agreed and contracted about the lease of the plantation situated between the plantations of Jan Pietersen and Mr. Lasley, on the North River of New Netherland, heretofore used by Jan van Rotterdam and at present by Barent Dircksz. 2

1 John Hobson.
2 O'Callaghan adds, by mistake, the name Swart, "by barent dircksz wart gebruyckt" being translated as if written "by barent dircksz swart gebruyckt."
Volckert Eeversz and Gerrit Jansz above named lease the aforesaid plantation to Willem Willemesen and Jan Habsen, Englishmen, who also acknowledge that they have rented the same, for the term of four consecutive years, commencing in the year 1639 when the crop of tobacco shall be off the field, and that for the sum of one thousand Carolus guilders,[125] to be paid as follows: the 18th of November A° 1639, three hundred guilders in money, and further on the 18th of November of each of the four succeeding years one hundred and seventy-five Carolus guilders, until the payment, within the period of four consecutive years, of the entire one thousand Carolus guilders aforesaid.

The lessees shall during the term of the lease have the use of the aforesaid plantation and its appurtenances and be bound to keep the house and fences and all other appurtenances in proper repair at their expense. Before the expiration of the lease the lessees shall also be obliged to erect on said plantation two houses, to wit, one 18 feet wide and 30 feet long and the other 16 feet wide and 20 feet long, which at the expiration of the lease shall belong in full ownership to the lessees, without the lessors having anything to claim therefor.

Furthermore, the lessors shall at their own expense mow, cart home and thresh the grain now standing on the above mentioned plantation, for which they shall pay the lessees, once, fifty-six scheepels, not in one lot, but 10 scheepels at a time, whenever they can manage it and the lessees have need of it. Likewise, the lessors shall ride the timber required for the two houses to the place where the houses are to be erected on
the above mentioned plantation and the lessees shall pay annually 50 lbs. of tobacco, amounting in the four years to two hundred pounds of tobacco. Furthermore, half the tobacco which in this year 1639 shall be raised on said plantation is to belong to the lessees. The Indians who shall this year harvest it shall carry the tobacco to the house and be at the expense of the lessees until that time.

Volckert Eversen and Gerrit Jansen from Oldenb[orch] shall also be bound to plow the land and sow it once for fl. 8 the morgen and be preferred before others when their own land is sowed, on condition of supplying the grain required therefor, that is to say, if the horses are sound. All the straw which during the lease shall grow on the aforesaid plantation shall belong to the lessors and for this straw they shall convey the grain where the lessees shall require it.

In like manner the lessees shall during the lease be bound to clear the land in such way that in the judgment of impartial persons it will be fit to be plowed. For all of which the parties bind their persons and properties, movable and immovable, present and future, without any exception, under submission as by law provided. Done in Fort Amsterdam in New Netherland, this 7th of July A°. 1639.

This is the X mark of Gerrit Jansz
This is the X mark of Volckert Eversen
This is the X mark of Willem Willemsen
This is the X mark of Jan Hapsz
This is the X mark of Anthony Jansen from Vees, 3 witness

3 The same as Anthony Jansen from Salee, "Vees" being apparently intended for Fez, in Morocco.
Declaration of Philip Gerritsen that he saw Toby from Haerlem throw down a squaw and sit on her

[126] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Philip Gerritsen, 24 years of age, and at the request of Ulrich Lupolt, fiscal, declared, testified and attested, in place and with promise of an oath if necessary, that it is true and truthful that he, the deponent, on the 16th of June, being Thursday, saw Toby from Haerl[em], 1 a seaman of the yacht De West Indise Raven, throw down a squaw on the path near the Fresh Water and then sit on her. All of which he, the deponent, declares to be true and truthful and that this is done in order to bear witness to the truth.

Philip Gerritsen

Declaration of Tobias Jansen regarding an assault on a squaw committed by Claes, the cabin boy

[127] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared at the request of Ulrich Lupolt, fiscal, Tobias Jansen, aged 24 years, and testified, declared and attested that it is true and truthful that he saw Claes, the cabin boy, throw down a squaw near the Fresh Water and draw a knife and that as far as he could observe the aforesaid [Claes] intended to cut the belt which the said squaw had around her waist. All of which, etc.

This is the X mark of Tobias Jansen

1 Probably the same as Tobias Jansen, mentioned in the following document.
Provisory note of Cornelis van Vorst in favor of Mr. Cook

I, the undersigned, acknowledge that I am indebted to Mr. Cook on account of the purchase of a two-thirds interest in a bark, for which two-thirds interest I promise to pay him four ewes and twenty-five guilders in cash or merchandise. In witness of the truth I have signed this with my own hand on the 8th of September 1634. Was signed, Cornelis van Vorst. On the side was written: "Witness," and underneath, "John Jenney." This foregoing obligation is copied by me, the secretary, and upon collation found to agree with its original. Done in Fort Amsterdam, this 18th of June 1639, in New Netherland.

By me,

Cornelis van Tienhoven, Secretary

Declaration of Gillis Pietersen and others that they saw Jacob Jeuriaensz standing before his door after he had been wounded by Jochem Beeckman

[128] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared in the presence of the hereinafter mentioned witnesses, at the request of Jochem Beeckman, a soldier, Gillis Pietersen, master house carpenter, aged 27 years, Arent van Landen, aged 22 years, Jan Andriesen, aged 21 years, and Claes Jansen, tailor, aged 26 years, all known to me, the secretary; which persons aforesaid, jointly and severally, declared, testified and certified, as they do declare, testify and certify hereby, in place of a solemn oath, that it is true and truthful that they, the deponents, saw Jacob Jeuriaensz from Dansick, two or
three days after he had been wounded by Jochem Beeckman, standing before the door making his water, in Fort Amsterdam, having his mantle on. All of which the deponents declare to be true and truthful, this having been done by them in consideration that everybody is bound to bear testimony to the truth, especially when required thereto. Done in Fort Amsterdam, this 18th of June A° 1639.

Claes Jansen
Gerrit Pietersz
This is the X mark of Arent van Landen

Declaration of Cornelis van Tienhoven regarding the number of fruit trees behind the house of Anthony Jansen

On the 7th of June A° 1639, I, Tienhoven, secretary, and Anthony Jansen from Salee went behind the house which said Anthony sold to Barent Dirkse and found 12 apple, 40 peach and 73 cherry trees, 26 sage plants and 15 vines

This day, 18 June A° 1639, done in Fort Amsterdam.

By me,
Cornelis van Tienhoven, Secretary

Lease of cattle from Director Kieft to Hendrick Harmansz

[129] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Willom Kieft, director general of New Netherland, of the first part, and Hendrick Harmansz, of the second part, [who declared that they had agreed and contracted] in manner as follow:

The honorable director aforesaid delivers one cow and one heifer calf to the said Hendric Harmansz, who acknowledges that he received [the same] on the [ ], of which cow and calf the said Hendric Harmansz shall take proper care for four consecutive years, on condition that if said cattle die, the loss shall be the Company's.

For which Hendric Harmansen during the aforesaid four years shall annually pay to the honorable director or the Company's agent forty pounds of good butter and as soon as the said cows have calved said Hendric Harmansz shall in addition be bound to deliver every week three mengels of sweet milk and three mengels of buttermilk, until the cattle be again put in the stalls.

At the expiration of the said four years the honorable director aforesaid, or whoever may succeed to his place on behalf of the Chartered West India Company, shall first take back the cows which are now delivered, if still alive, and then take one-half of the increase bred therefrom, which is to be equally divided. Done in Fort Amsterdam, this 18th of June Año. 1639.  

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1 One mengel = 1.915 quarts  
2 Not signed.
Purchase by Aert Teunissen of Jan Jacobsen's claim to two cows in the possession of Hendrick Harmensen

[130] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Jan Jacobsz from Vrelant, of the first part, and Aert Tonissen, of the second part, who in the presence of the subscribing witnesses acknowledged that in amity and friendship they had covenanted and agreed about the purchase of the claim which Jan Jacobsz has against Hendric Hermansz in regard to the two cows which said Jan Jacobsz delivered to the above named Hendric on the 1st of September A° 1638, on the conditions and terms set forth in the contract thereof, executed on the 25th of September of the same year.¹

Therefore, Jan Jacobsz sells to Aert Tonissen aforesaid, who also acknowledges the purchase, a just one-fourth interest in the aforesaid cows and the increase which through God's blessing shall be produced in six years, for which the above named Aert Tonissen shall pay to Jan Jacobsz, or his order, the sum of one hundred and eighty-five guilders, which said sum of money Aert promises honestly and faithfully to pay to Jan Jacobsz, free of costs and charges, without any gainsay.

It is also expressly stipulated that Aert shall be bound to fulfill and carry out the contract which Jan Jacobsz has made with Hendric Harmansz with regard to the aforesaid cows, placing himself in the stead of Jan Jacobsz aforesaid.

¹ See # [46]
Likewise, Jan Jacobsz relinquishes all further right and claim whatsoever which he may have to the aforesaid cattle, that is to say, concerning the above mentioned fourth part, which he hereby turns over, conveys and cedes to Aert aforesaid, henceforth and forever, the said fourth part to belong to Aert Tonissen in free ownership, without anyone having the right to make any claim thereto.

For all of which the parties aforesaid bind their persons and properties, movable and immovable, present and future, without any exception, under submission to all lords, courts, judges and justices; all in good faith, without fraud or deceit. Done in Fort Amsterdam in New Netherland, this 18th of June A° 1639.

This is the X mark of Jan Jacobsen

This is the X mark of Aert Tonissen

This is the X mark of Cosijn Gerritsen, witness
Maurits Jansen, witness
Ulrich Lupoltt, fiscal

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Contract whereby Isaack Abrahamsen binds himself to serve Thomas Sanders on his tobacco plantation

[131] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared in the presence of the subscribing witnesses Tomas Sanders, smith, and Isaack Abrahamsen,¹ which aforesaid Tomas has hired the said Isaack Abrahamsz, who also acknowledges that he hired out and bound himself from [ ] until the tobacco shall be inspected.

The aforesaid Isaack Abrahamsz shall receive for his labor and exertions on Tomas Sanders' plantation one-half of the tobacco which by God's blessing will be raised this year on said plantation, and Tomas Sanders shall provide him, Isaack Abrahamsz, with board until the tobacco shall have been inspected.

It is also agreed that if through the fault of the said Isaack Abrahamsz the tobacco receive any damage, he shall pay Tomas aforesaid for his board and the tools. Furthermore, he shall be bound to assist in clearing the land and in erecting a tobacco house.

For which the parties bind their persons and properties, movable and immovable, without any exception, under submission as by law provided. Done in Fort Amsterdam, this 23d of June Ao. 1639.

By me, Isaac Abrahams

¹ He was probably the same person as Isaack Abrahamsen who in N.Y. Col. MSS., 4:261, under date of June 24, 1646, is mentioned as the owner of a sloop. According to "Broad Advice" (N.Y Hist Society, Collections, ser. 2, 3:272), he was shortly afterwards shot by skipper Adriaen Blommaerts, pilot of Stuyvesant's galiot. See also same volume, p. 257. He may have been a son of Abraham Isaacksen Planck, the lessee of Paulus Hook.
List of goods delivered by servants of the Company for the use of the yacht West Indise Haven

[132] Inventory of articles delivered by Claes van Elslant, commissary of provisions, Wybrant Pietersen, commissary of store goods, the chief boatswain, sailmaker and master carpenter, as well as by Jacob van Curler, the smith and the ship carpenter, to the yacht De West Indise Haven, Cornelis Pietersen, skipper, and Carel van Bruggen, supercargo.

By Claes van Elslant, in divers provisions, amounting to eighteen hundred and seven guilders, thirteen stivers, according to the list thereof, which the skipper has with him

21 half-casks

By the chief boatswain delivered to the aforesaid yacht:

2 hawsers, 46 fathoms of sheet rope
9 bundles of marline; also a hawser from Jacob Isbransz
6 bundles of housline
5 ditto line
1 cask of pitch
1 parcel of brimstone
2 bundles of housline
½ cask of tar

By the sailmaker delivered to the aforesaid yacht:

1 main sail with a bonnet of 350 yards of French canvas
13 lbs sail yarn
4 pieces of rope
121 yards of French canvas for the mizzen-sail
149 yards ditto for the foretopsail
48 yards of French canvas, used for repairs
28 yards of duck for repairs of the foresail
8 lbs of three-ply marline yarn
31\frac{3}{4} yards of French canvas for patching-cloth
20 yards of duck

By Gillis Pietersen, master carpenter, the following tools were delivered to the said yacht:

<table>
<thead>
<tr>
<th>Tool Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 hatchet</td>
<td>fl. 1:18</td>
</tr>
<tr>
<td>1 smooth handsaw with frame</td>
<td>1:8</td>
</tr>
<tr>
<td>1 fore-plane with the bit thereto</td>
<td>-:16</td>
</tr>
<tr>
<td>3 augers</td>
<td>18:18</td>
</tr>
<tr>
<td>3 braces</td>
<td>1:16</td>
</tr>
<tr>
<td>1 mallet</td>
<td>-:10</td>
</tr>
<tr>
<td>1 block plane with bit</td>
<td></td>
</tr>
<tr>
<td>1 jack plane with ditto</td>
<td></td>
</tr>
<tr>
<td>1 try-square</td>
<td></td>
</tr>
<tr>
<td>1 firmer chisel and 1 handle with ferrules</td>
<td></td>
</tr>
<tr>
<td>1 gouge with handle and ditto</td>
<td></td>
</tr>
<tr>
<td>1 curved iron</td>
<td></td>
</tr>
<tr>
<td>1 pair of iron compasses</td>
<td></td>
</tr>
<tr>
<td>3 narrow chisels</td>
<td></td>
</tr>
<tr>
<td>1 small spool and a line</td>
<td></td>
</tr>
<tr>
<td>4 bore bits</td>
<td></td>
</tr>
<tr>
<td>1 scraper</td>
<td></td>
</tr>
<tr>
<td>1 French curve</td>
<td></td>
</tr>
<tr>
<td>2 adzes</td>
<td></td>
</tr>
<tr>
<td>1 trimming knife</td>
<td></td>
</tr>
</tbody>
</table>
4 punches or gouges
1 mast calipers
1 leak catcher
1 nail set
1 pair of nippers

Delivered by Jacobus van Curler:
6 axes to cut wood

Delivered by the smith:
1 gridiron, 1 tongs, 1 meat fork, 29 deadeyes with iron bands
1 rudder hook
6 irons in the caboose, 4 bolts, 24 bars, 18 ring bolts
4 marline spikes, 20 clew thimbles, 2 harpoons,
2 rudder pintles
4 rowlocks, 4 bolts for a gun carriage, 2 staples

List of the provisions aforementioned, delivered by Eslant:

178 wheaten loaves
1 barrel of wine vinegar
1 aume of olive oil
1 live hog
9 schepels of maize
1 live hog

Provisions to Casper v. Beuren

26 lbs of soap

Provisions to Aert Eversz

2 large barrels of beef
1 ditto of pork

186
1 tub of groats
40 schepels of wheat a 50 stivers
Paid to the cooper
450 lbs of Dutch biscuit
7307 lbs of biscuit a fl. 10 per 100
198 lbs of dried fish a 2½ stivers
32 cans of brandy

Also 21 half-casks to be used as water casks
Also provisions fetched by Hans Jansen van Rotterdam and charged to the ship's account of the Raven

Bond of Hans Jansen van Rotterdam to Cornelis Volckertsen

[134] I, the undersigned, Hans Jansen van Rotterdam, acknowledge that I am well and truly indebted to Cornelis Volckersz, or bearer, in the sum of thirty-two Carolus guilders, arising from cash loaned to me and tobacco received to my satisfaction; which sum aforesaid I promise honestly to tender and pay to the aforementioned Cornelis Volckersz or his order, free of costs and charges, without any gainsay. Also, this aforesaid sum of money may be deducted from my monthly

1 Cornelis Volckertsen from Kniphuysen, or Kniphausen, Oldenburg, the ancestor of the Viele family. See New York Genealogical and Biographical Record, 1918, 49:224, 228.
wages which I may earn on the present voyage on the yacht De Westindise Haven, or on any other ship or yacht in which I may happen to sail in the Company's service and shall be for the benefit of him, Cornelis Volckersz. For all that is above written I bind my person and property, movable and immovable, present and future, under obligation as by law provided. Done in Fort Amsterdam, in New Netherland, this 25th of June 1639.

This is the X mark of

Hans Jansen v: Rotterdam

Continuation of the list of goods delivered by sundry persons to skipper Cornelis Pietersen

By Wynant Pietersen, storekeeper, delivered to divers persons in cash and goods:

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cornelis Pietersz, skipper</td>
<td>fl. 31:11: 8</td>
</tr>
<tr>
<td>Carel Verbruggen</td>
<td>32: 4: -</td>
</tr>
<tr>
<td>Dirck Symensen</td>
<td>13: 9: -</td>
</tr>
<tr>
<td>Hendrick Hendricksz from Doesburch</td>
<td>16:10: -</td>
</tr>
<tr>
<td>Tomas Edders from Lomen 1</td>
<td>21:15: -</td>
</tr>
<tr>
<td>Jan Cock from Pleymuyen 2</td>
<td>42:15: -</td>
</tr>
<tr>
<td>Gysbert Cornelissen from Wesop 3</td>
<td>29:18: 8</td>
</tr>
<tr>
<td>Aert Eversen from Amsterdam</td>
<td>26: 6: 8</td>
</tr>
<tr>
<td>Louwies Jansen from Wyck</td>
<td>27:10: -</td>
</tr>
<tr>
<td>Dirck Pouwelsen</td>
<td>22:16: -</td>
</tr>
</tbody>
</table>

1 London.
2 Plymouth.
3 Weesp, near Amsterdam.
Dirck Dirksen from Schiedam 21:12: -
Ariaen Cornelissen from Nieuwerkerk 11:12: -
Jens Jansen 8:11: -
Jelis Siricksen 3:17: -
Jeurlaen Caspersen 12: 3: -
Hartooch Peper 8:14: -
Tys Jansen 16: 3: 8
Jan Doudey from Lommen 34:14: -
Jelmer Pietersen 7:16: -
Willem Hendricksz from Wesop 14:15: -
Pleun Pleunsen from Dort 12: 7: -
[135] Carried forward from the other side fl.
Claes Cornelissen from Amst. fl. 17: 2: -
Carsten Brey from Ditmasen 10:19: -
Willem Cornelissen from Amst. 22: 7: -
Hendric Gerritsen Lichthart 27:16: -
Sytjen Dirckx 17: 6: 4
Tobias Pietersen, say Jansen 14:17: 4
Abraham Pietersz from Haerlem 24:13: -
Jan Hendricksz from Vianen 9:18: -
Awn Daerlingh 2: 2: -
Willem Swert 7:12: -
Tierck Pritsert 5:12: -
the bark called De Westindise Haven 18: 5: -
Tys Jansen fl. 597:11: 4
I, the undersigned, skipper Cornelis Pietersen, hereby acknowledge that I have received to my satisfaction from the hands of the aforesaid commissaries and other servants of the Company the items appearing on the other side of this sheet. I promise to distribute the same to the Company's service and to charge the debtors with the store goods in their ship's accounts.

In testimony and token of the truth I have signed this with my usual signature, together with supercargo van Bruggen, in presence of the subscribing witnesses. Done in Fort Amsterdam, this 27th of June A° 1639.

Cornelis Piet[er]sen
Carel van Brugge

Maurits Janse
This is the X mark of Jems HIl

Declaration of Cornelis Claessen as to what passed between him and Andries Hudde on offering to refund the passage money of Magdalena Michiels

[136] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared, at the request of Jochem Caljer, Cornelis Claessen, gunner of the Brant van Troven, and with true Christian words, in place and with promise of a solemn oath if necessary, testified, declared and attested that it is true and truthful that he, the deponent, was sent by the said Jochem Caljer to Andries Hudden on board the ship De Brant van Troven aforesaid with an offer to the above named Hudden that he, Jochem [Caljer], was ready to reimburse him for the passage,
[board] and other expenses which he had incurred for Maddalena Michiels, on condition that he would release her from the contracted service. Whereupon the aforesaid Andries Hudden answered the above named deponent I should take away the cow and the calf also and that he did not wish to have any whore in the house. All of which the deponent declares to be true and truthful.

Done this [ ] June 1639, in Fort Amsterdam in New Netherland.

Cornelis Claesz

Contract of George Borlemgen to serve Teunis Cray for one year

[137] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared G[e]orge Borlemgen, 1 who in the presence of the undersigned witnesses acknowledged that he had hired out and bound himself to Thonis Cray for the term of one year, commencing on the date hereof, until the expiration of the year, for the sum of seventy Holland guilders, at 20 stivers the guilder, which aforesaid money Tonis Cray promises to pay him, the said G[e]orge, whenever he shall have served out his bounden time, provided that during the said year he shall be bound to perform all the work of Thonis Cray and obey his master as a good and honest servant is bound and ought to do. For which he, the appearer, binds his person and property, movable and immovable, present and future, without any exception, as by law provided.

Done at Fort Amsterdam in New Netherland, this [ ] Ao. 1639.

This is the X mark of G[e]orge Borlemgen

Adriaen van Thienhoven, witness

1 George Burlingame, or Burlingham?
Will of Roeloff Roeloffsen

[138] In the name of the Lord, Amen. In the year of our Lord, sixteen hundred and thirty-nine, on the [ ], before me, Cornelis van Tienhoven, secretary in New Netherland, appeared in his proper person Roloff Roeloffsen, lying sick in bed, yet being in full possession and having the full use of his mind and memory, as was apparent to us, who declared that he, reflecting on the certainty of death and the uncertainty of the hour thereof, and wishing to anticipate all such uncertainty by testamentary disposition, has of his own free will, with full knowledge and after mature consideration, without persuasion or misleading on the part of anybody, made and concluded, as he hereby does make and conclude, his testament and disposition of last will in the form and manner hereinafter written, to wit: After express revocation and recalling of all and every wills and other testamentary dispositions which before the date hereof he may in any wise have made, executed or granted, he commends his soul always and whenever it shall depart out of his body to the mercy of God and his body to a Christian burial, in the hope of a glorious resurrection at the last day

Proceeding now to the disposal of his property, means and effects, together with his earned monthly wages and other profits and gains, he, the testator above named, bequeaths, devises and leaves them to Laurens Pietersz from Tonsback,¹ on

¹ Tonsberg, a seaport town of Norway. See Marriages of the Dutch Reformed Church of New York under Aug. 18, 1641, where his name is given as "Laurens Pieters, j.m Van Tonsbergen, in Noordwegen." His wife was Amnette Pieters, from Brutsteen (Braut Stein, near Goslar?), Germany
condition that he shall pay twenty-four guilders to Hans Noorman for the service which he is rendering him in his sickness, and this in recompense for his brotherly services and kindness which the testator has received from the aforesaid Laurens Pietersz, his legatee; he, the testator, desiring that after his decease his property shall belong in free ownership to the said Laurens Pietersz, who shall have power to dispose thereof according to his pleasure; requesting that this will be entered in the protocol and that one or more public instruments thereof in due form be issued and delivered to him. Thus done and executed in Fort Amsterdam at the testator's house, this 16th of July A° 1639, in presence of the subscribing witnesses.

This is the X mark of Rouloff Rouloffsz

This is the X mark of Pieter Jansz

Hans Steen Egen hand ²

Receipt of Andries Hudde for part payment of the amount due by Johannes la Montagne to the estate of Hendrick de Forest

[139] Before me, Cornells van Tienhoven, secretary of New Netherland, appeared Andries Hudden, who voluntarily and deliberately acknowledged that before the execution hereof he received from the hands of Johannes La Montaenge the sum of two hundred Carolus guilders, in part payment of the balance of the amount due by said La Montaenge to the estate of the late Hendric de Foreest, on account of which he, the appearer, hereby thanks the aforesaid La Montaenge for the payment above mentioned. Thus done, this 18th of July 1639.

A. Hudde

² In N.Y. Col. MSS., 2:46, he signed his name Hans Stein Mallins Egen Hand (with his own hand).
Promissory note of Andries Hudde to Jonas Bronck

I, the undersigned, Andries Hudden, hereby acknowledge that I am well and truly indebted to Mr. Jonas Bronck in the sum of two hundred Carolus guilders, reckoned at 20 stivers the guilder, arising from loaned or advanced moneys, the receipt of which to my full satisfaction from the hands of the above named Mr. Bronck, at the city of Amsterdam, long before the execution of these, I acknowledge. I promise to pay the said moneys into the hands of the aforesaid Bronck, or his order, within three or four months from the date hereof; for all of which I, the undersigned, bind my person and property, movable and immovable, present and future, without any exception, subject to execution as by law provided. In witness whereof and in token of the just truth, I have signed this, together with the witnesses hereto invited. Done in Fort Amsterdam, this 18th of July A°. 1639.

A. Hudde

Bond of Gerrit Jansen from Oldenburg to Jonas Bronck

[140] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland for the Chartered West India Company, appeared in presence of the undersigned witnesses Gerrit Jansen van Oldenborch, who acknowledged that he was well and truly indebted to Mr. Jonas Bronck in the sum of one hundred Carolus guilders, reckoned at 20 stivers the guilder, arising from a certain agreement which the said Mr. Bronck made with
Clara Matthys \(^1\) at the city of Amsterdam. [Gerrit Jansen] hereby promises to tender and pay the aforesaid money free of costs and charges, without any gainsay, in two instalments, to wit: between this date and the first of May A\(^0\) 1640, fifty Carolus guilders, and before the first of May 1641 following [the remaining fifty Carolus guilders], promising likewise to deliver a young sow which was a pig this summer, which sow Mr. Bronck shall receive in November of this year 1639, Gerrit Jansen meanwhile to incur the risk of death or other mishap thereof. For all of which he, the appearer, binds his person and property, movable and immovable, present and future, without any exception, submitting the same to all lords, courts and judges within the jurisdiction of the Provincial Court of Holland and to all other lords, courts, judges and justices; all in good faith. Without guile or deceit, this is signed by Gerrit Jansen above named.

Done this 21st July A\(^0\) 1639, in Fort Amsterdam in New Netherland.

This is the X mark of Gerrit Jansen from
Oldenb[orch]

Maurits Janse, witness

Cornelis van Tienh[oven], Secretary

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\(^1\) Clara Matthys was a widow who eloped with Gerrit Jansen. On July 21, 1639, the court at New Amsterdam gave judgment against her for breach of contract with Jonas Bronck, whereupon Gerrit Jansen, her bridegroom, gave bond to satisfy the judgment. See *N. Y. Col. MSS.*, 4:44.
Lease from Jonas Bronck to Pieter Andriessen and Lourens Duyts of a plantation opposite the flat land of Manhattan

[141] Before me, Cornellis van Tienhoven, secretary in New Netherland, in presence of the undersigned witnesses, appeared Mr. Jonas Bronck, of the first part, and Pieter Andriessen and Lourens Duyts, of the second part, who acknowledged that in love and friendship they had mutually covenanted and agreed as follows:

First, Mr. Bronck shall show the above named persons a parcel of land belonging to him, situated on the main land opposite the flat land of the Manhates, on which said land they shall be at liberty to plant tobacco and maize, on the express condition that every two years they shall be bound to clear new pieces of land for the planting of tobacco or maize and, on changing the place, the land which they had previously planted shall remain at the disposal of the above named Mr. Bronck. Moreover, the land which they shall each time abandon, they shall be bound to deliver fit to be plowed and to be sowed with grain. The land aforesaid they may occupy and use for the term of three consecutive years, for which Mr. Bronck shall have nothing to claim but the land which shall have been cleared through the diligence of Pieter Andriessen and Lourens Duyts, who on their part shall be bound to carry out what is above written. Likewise, if Pieter Andriessen and Lourens Duyts within one year should want two horses and two cows from Mr. Bronck aforesaid on the

terms on which the Company at present supplies other free people, said Bronck shall then deliver the same to them, if he has them to spare.

Furthermore, Pieter Andriesz and Lourens Duyts bind and pledge their persons and properties, movable and immovable, present and future, without any exception, for the payment of what Mr. Bronck has disbursed for them for board on the ship De Brant van Troven, amounting to the sum of one hundred and twenty-one guilders, 16 stivers, of which Pieter Andriessen must pay fl. 81:4 and Lourens Duyts fl. 49:12. Which sum aforesaid they promise to pay out of the first and most readily available means, whether tobacco or anything else. In witness and token of the truth these presents are signed by the respective parties. Done in Fort Amsterdam, this 21st of July [1639]

This is the X mark of Laurens Duyts

Pieter Andriesen

Maurits Janse, witness

Promisory note of Richard Brutnill to Nicolaes White

[142] I, the undersigned, Ritsert Brutnil, acknowledge that I am well and truly indebted to Nicolaes Whith\(^1\) in the sum of forty pounds sterling, arising from a certain surety bond which the above named Nicolaes Whith has paid for [me] I promise to pay the aforesaid money into the hands aforesaid free of costs and charges, without any gainsay, in two instalments, to wit: the first £20 sterling in this year 1639 and the

\(^1\) Nicholas White.
second and last payment A°. 1640. For all of which I, the undersigned, bind my person and property, movable and immovable, present and future, without any exception, under submission to all lords, courts, judges and justices. All in good faith, I have signed this together with the witnesses. Done this 22d of July A° 1639, in Fort Amsterdam in New Netherland.

Richard Brudnill

\[\text{witnesses}\]

\[\text{C V Elslant\quad J. van Curler}\]

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Power of attorney from Evert Evertsen Bisschop to Machiel Eversen to collect money from the Dutch East India Company

This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Evert Bisschop, carpenter, having married Immetjen Pieters, who in said capacity has constituted and empowered, as he hereby does [constitute and empower] Machiel Eversen, clerk in the excise office, to collect in the capacity aforesaid such sum of money as is due to Jan Pietersen Montjes from the honorable directors of the East India Company, chamber of Amsterdam; he, the principal, in the capacity aforesaid, holding as valid whatever shall be done herein by the above named Machiel Eversz, who shall have
power to execute a receipt and to proceed [at law] as time and necessity shall require. Done this 22d of July AO 1639, in Fort Amsterdam in New Netherland.

Evert Evertsen Bysschop

Claes van Elslant\[64\] witnesses
Gisbert op Dijck\[65\]

Receipt of Cornelis van Tienhoven for his wife's share of her father's estate and release of all further claims against Jan Jansen Damen

[143] I, the undersigned, Cornelis van Tienhoven, at present secretary in New Netherland for the West India Company, do in my capacity as husband and guardian of Ragel Vienje, in the presence of the subscribing witnesses, acknowledge that I am fully satisfied and paid by Jan Jansen Damen the sum of once three hundred Carolus guilders to which the aforesaid Ragel Vienje, the wife of me, the secretary, was entitled by way of inheritance from her father Gulyn Vienje, according to the contract made between her mother Adriaenje Cuveljeers and Jan Damen,\[1\] and I therefore in the capacity stated above thank Jan Damen for the paternal care and treatment bestowed upon my said wife during her minority. As Jan Damen has requested me to give him a receipt for this payment to me on account of Ragel Vienje, I have executed this [receipt] and hereby release him,

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1 Gysbert op den Dyck. He came to Netherland as assistant supercargo of the ship Sevenster, having been appointed to that position by the Amsterdam chamber of the West India Company on May 24, 1635. See Van Rensselager Bowier MSS., p. 316; N.Y. Gen. and Biog. Record, 1918, 49:220. See also C. W. Opdyke, The op Dyck Genealogy, pp. 46-69.

\[6\] See # [6].
Jan Damen, from all further claims and demands which I in the capacity aforesaid may in any way have on account of the proven estate of the late Glyn Blenjee, my present wife's deceased father, hereby promising to free the said Jan Damen from all further demands in the matter aforesaid, whether by myself, my wife or my heirs, and in token of the truth I have signed this together with the witnesses. Done in Fort Amsterdam, this 25th of July A° 1639.

Cornelis van Tienhoven, Secretary, as principal herein

Ulrich Lupoltt, witness
Gysbert op Dyck

Declaration of Gregor Petersen respecting an attack of Thomas Walraven upon deputy sheriff Bredembent

[144] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Gregoris Pietersen, 22 years of age, and at the request of Cornelis van der Hoykens, fiscal, testified and attested, as he hereby does on his conscience, with promise of a solemn oath if need be, that it is true and truthful that going along the highway with Andries Tomassen he saw a Negro and Negress come running who complained to Willem Bredembent, the deputy sheriff, that Thomas Walraven had assaulted them at

1 Cornelis van der Hoykens is first mentioned as fiscal in the court minutes under date of July 14, 1639. He succeeded Ulrich Lupolt, who was relieved of his duties as fiscal on July 21, 1639, and the same day continued as a member of the council and appointed commissary of store goods. See N.Y. Col. MSS., 4:44.
home. The above named deputy sheriff said to Walraven: "Go on board; 'tis late enough." And Bredenbent taking hold of him, Walraven, said Walraven exclaimed: "Do not strike me, or I shall strike back at you." Whereupon Willem Bredenbent drew his sword, striking Walraven on the head with the flat side of it, who immediately drew a knife. All of which the deponent declares to be true and truthful. Done the 27th of July A°. 1639, in Fort Amsterdam.

Gregors Pietrsen Ripensis, own hand

Receipt of Anthony Jansen from Salee for money paid by Barent Dircksen

[145] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Anthony Jansen from Salee, who in the presence of the subscribing witnesses acknowledged that he had duly and to his full satisfaction received from Barent Dircksen the sum of six hundred and eighty Carolus guilders, reckoned at 20 stivers the guilder, in part payment of the farm bought by said Barent Dircksen from him, Anthony Jansen, 1 the said Anthony Jansen promising that neither he nor his heirs will hereafter trouble the above named Barent Dircksen and hereby releasing him from all further demands hereafter to be made on account of the aforesaid six hundred and eighty guilders. In testimony and acknowledgment of the honest truth I have signed these presents

2 Thus in O'Callaghan's translation. Apparently Gregor Petersen was a Dane, from Ripen, or Hibe, in Jutland.  
1 See # [104].
with the witnesses. Done in Fort Amsterdam, this 27th of July A° 1639, in New Netherland.

This is the X mark of Anthony Jansen from Salee aforesaid

Gysbert op® Dyck
Adriaen van Tienhoven

In my presence,

Cornelis van Tienhoven, Secretary

Release from Andries Hudde to Wolphert Gerritsen of his half-interest in the buildings and garden on the farm at Achtervelt, L.I.\(^1\)

[146] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, personally came and appeared Mr. Andries Hudde, of the first part, and Wolphert Gerritsen, of the second part, and in the presence of the undersigned witnesses acknowledged that they had amicably and in a friendly manner agreed and covenanted about the farm called Achtervelt, situated on Long Island, belonging jointly to him, Hudde, and Wolphert Gerritsen, in the following manner.

First, Monsieur Hudde aforesaid releases all his right and title to the house, hayrick, barn, garden, together with what is fastened by earth and nail and all other appurtenances on the said farm, except the cattle actually on the said farm, it being understood that Wolphert Gerritsen shall keep and in free ownership possess a mare which was brought from the fatherland by Jacob Wolphertsen.

Also, the land which belongs to the above mentioned farm of Achtervelt and the remaining cattle, except the mare aforesaid, shall as heretofore be owned jointly by Mr. Hudde and the said Wolphert Gerritsen, each having a half-interest therein.

The house, hayrick, barn, garden and the ground which they occupy the aforesaid Hudde wholly conveys to him, Wolphert Gerritsen, as he hereby does convey the same, completely relinquishing the same henceforth and forever and giving the above named Wolphert Gerritsen or any one on his behalf power to dispose thereof as he might dispose of his other lawfully acquired property. All in good faith, this is subscribed by the respective parties. Done this 2d of August A° 1639, in Fort Amsterdam.

A. Hudde

Hans Kierstedt \{ witnesses
Hans Schippur

Release by Domine Everardus Bogardus of his claim on the property at Achtervelt conveyed by Andries Hudde to Wolphert Gerritsen

I, the undersigned, everardus Bogardus, minister, hereby acknowledge in the presence of the subscribing witnesses that I have wholly annulled, as I do hereby annul, the mortgage \(^1\) whereby Andries Hudde conveyed to me the above described property (at present belonging to Wolphert Gerritsen), except in so far as it

\(^1\) O'Callaghan's translation contains the word "deed," but the instrument referred to is evidently the bond and mortgage printed in # [26].
relates to the cattle and land appertaining to the aforesaid farm, half of which belongs to him, Hudde, and to which I, the undersigned, still lay claim. The deed given by Hudde to Wolphert Gerritsen shall not be questioned either by me or my heirs.

Done in Port Amsterdam, this 6th of August 1639.

E. Boghardus, minister

Wybrant Pietersen
Adriaen van Tienhoven

Indenture of Jan Cornelissen to Hendrick Harmansen

[147] This day, date underwritten, [before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Cornelis Jansen and Hendrick Harmansen, and] in the presence of the subscribing witnesses amicably agreed and covenanted as follows:

Cornelis Jansen from Texel binds his son Jan Cornelissen for the term of seven years to Hendrick Harmansen, who also acknowledges that he has engaged the above named Jan Cornelissen for the aforesaid term, with the express promise that during the seven years aforesaid he, Hendrick Harmensen, shall take care of the boy as if he were his own. Also, Cornelis Jansen shall have no right to take his son Jan Cornelissen away from the said Hendric Harmansen during the term aforesaid, but only when the period above mentioned shall have expired. For what is above written neither party shall have any claim or demand whatsoever against the other at the expiration of the aforesaid years. In good faith, without fraud or deceit, these presents are signed.
by the parties. Done the third of August A°. 1639, in Fort Amsterdam in New Netherland.

Cornelis Jansen from Texel

This is the X mark of Hendric Harmansen

Maurits Jansen
Adriaen van Tienhoven

Bond of Anthony Jansen from Salee to pay the Company 100 guilders a year for ten years for the use of a tract of land on the bay of the North river granted to him by Director Kieft

[148] In the year of our Lord A°. 1639, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Anthony Jansen from Salee and acknowledged in the presence of the undersigned witness that, being banished from the island of Manhates and the limits of New Netherland, he requested the Hon. Commander Willem Kieft to be pleased to grant him a parcel of land on the bay of the North river of New Netherland in order to support himself there with his wife and children, whereupon the honorable commander aforesaid graciously granted him, Anthony Jansen, a tract of land containing one hundred morgens, situated on Long Island, about the said bay, for which Anthony Jansen, in acknowledgment of the grace and favor [shown him] and the toleration of himself and his wife, shall annually pay the Company for the said hundred morgens of land, exclusive of the pasture and meadow land, one hundred Carolus guilders, commencing on the date hereof and ending on the 31st of August 1649, being ten consecutive years. On the expiration of the aforesaid
ten years the above named Anthony must conform to the regulations of the Company and pay such rent as other free people shall be bound to pay, he promising well and truly to tender and pay to the honorable director aforesaid or to the Company's agent here the above mentioned fl. 100 annually, free of costs and charges, without any exception, binding for [the performance of] what is above written his person and property, movable and immovable, nothing excepted, under submission to all judges and courts.
All in good faith these presents are subscribed by him, Anthony Jansen, and the witness Done this 3d of August A°. 1639, in Fort Amsterdam.

This is the X mark of Anthony Jansen, above named
Claes van Elslant, witness

Lease from Thomas Sanders to Isaac Abrahams and Casper Dirkse of a house and plantation formerly occupied by Evert Foppe

[149] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Thomas Sandersen, smith, of the first part, and Isaac Abrahamsen and Caspar Dircksen, of the second part, who in the presence of the subscribing witnesses acknowledged that they had covenanted and agreed as follows:

First, Thomas Sandersen above named shall deliver to Isaac Abrahamsen and Casper Dirkse at Easter A° 1640 the house and plantation heretofore occupied by Evert Foppe, \(^1\) with two kettles, one pail, one axe, one pickaxe, one hoe, one [ ], one billhook

1 The same as Evert Focken, or Fockes, who died before January 1630; see Van Rensselaer Bowier MSS., pp. 162, 206, 220.
and one spade, which aforesaid plantation and articles Thomas Sandersen leases for the term of seven consecutive years to the aforesaid persons, who also acknowledge that they have received the same. Further, Thomas shall deliver in the ground seven schepels of winter grain, either wheat or rye, one-half for the lessor and the other half for the lessees, on condition that the lessees shall be obliged to thresh the grain and deliver it clean to the above named Thomas.

Thomas Sandersen shall deliver the land and house surrounded with proper fences, which the lessees must keep in order at their expense and the lessees are bound within seven years to deliver the land clear and fit for pasture. At the expiration of the aforesaid seven years the lessees shall in like manner be bound to deliver the land and the house properly inclosed and the lessees shall pay the lessor fl. 800, each year one seventh part, Thomas to accept, to wit for the first two years, money, grain or tobacco of good merchantable quality for the use of the aforesaid property belonging to him, Thomas Sandersen, who shall free the same from all taxes which may be imposed thereon.

For all of which the lessees bind their persons and properties, movable and immovable, without any exception, under submission to all courts, judges and justices; all in good faith, without guile or deceit, this is signed on the 3d of August A°. 1639, in Fort Amsterdam.

This is the X mark of Thomas Sandersen

Casper Dirksen

By me, Isaac Abrahams
Inventory of articles remaining in the public store from the ship Herring

[150] Before me, Cornelis van Tinehoven, secretary in New Netherland on behalf of the Chartered West India Company, appeared at the request of W. Kieft, director general, Ulrick Lupoldt, fiscal, who in the presence of the undersigned witnesses declared, testified and attested, as he hereby does, in place and with promise of a solemn oath if necessary, that it is true and truthful that he, the declarant, did in the presence of the secretary inspect in the Company's store and cellar here all the hereinafter specified wet and dry goods which arrived in the year 1638 by the ship Herring and found the same as follows:

13 firkins of Spanish wine, containing net 11 firkins and 156 cans @ 24 stivers a can
10 firkins of French wine, 8½ firkins net, whereof one was sold for vinegar; leaves 7½ firkins @ 10 stivers a quart
16 firkins of vinegar, net 15½ firkins, of which one firkin was French wine sold as vinegar
20 firkins of brandy; found net 17 firkins and 16 quarts
40 casks of beef

1 Ulrich Lupolt was at the taking of the inventory no longer fiscal, having been relieved of his office on July 21, 1639, and the same day appointed commissary of store goods. The inventory was evidently made in connection with his recent appointment.

2 According to a footnote by O'Callaghan, a firkin means a nine gallon cask. It is probable, however, that the word is used as a translation of the Dutch term vierendeel, or kwarteel, which refers to a cask containing a little over 62 gallons.
20 ditto pork
15 aams of oil; found net 14 aams and 10 quarts
8 half barrels of train oil, net 5 half barrels less
20 cans
30 sacks of fine salt in 17 casks; found net 80 schepels
20 ditto coarse ditto; net 58 schepels
8 tubs of butter, net 7 tubs and 212 lbs
397 cheeses, 1854 lbs net
2295 lbs of hard bread
120 sacks of barley, containing 360 schepels
67 sacks of white peas in 19 casks; found 180½ schepels

All of which wet and dry goods he, the declarant, has thus found by weight and measure as above specified, wherefore he persists in his declaration, this having been done by him to give testimony to the truth, which every one is bound to do when required. Done in Port Amsterdam, this 3d of August.

Ulrich Lupoldt

Maurits Jansen
David Davidts

both as witnesses

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Inventory of articles remaining in the public store from the ship Love

[151] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Ulrick Lupoldt, fiscal, at the request of Willem Kieft, director general, and in presence of the under­signed witnesses has declared, testified and attested on his
conscience, in place and with promise of a solemn oath if need be, that it is true and truthful that he has found in the Company's store and cellar here the hereinafter specified wet and dry provisions, being part of the cargo of the ship Love, Martin Cael, skipper, as follows:

- 30 full barrels of soap
- 20 firkins Spanish wine; found net 18 firkins
- 10 aams of oil, net 7 aams and 105 cans
- 10 firkins of wine vinegar; found net 9 firkins and 104 cans
- 10 firkins of beef @ 414 lbs, each firkin
- 5 barrels of pork @ 326 lbs each barrel
- 30 firkins of French wine; found net 27 firkins
- 10 tubs of fine salt, containing 45 scheepels net
- 10 tubs of coarse salt
- 20 firkins of brandy, found net 17 firkins and 132 cans

All of which provisions aforesaid the fiscal declares are correctly measured and weighed, persisting therefore in his declaration and stating that this is done by him in order to bear testimony to the truth, without simulation or regard of persons. Done in Fort Amsterdam, this [______].

Ulrich Lupoltt

Maurits Jansen

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Power of attorney from Hendrick Cornelissen van Valckenburg to Jan Dircksen van Bremen

[152] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Hendrick Cornelissen van Valckenburg, who in the presence of the undersigned witnesses constituted as he does hereby, Jan Dircksen from Bremen [his attorney], with power in his, the principal's, name to collect from the honorable directors of the Chartered West India Company such sum of money as is due him, Hendrick Cornelissen aforesaid, according to the account hereto annexed, signed M. van Gents; and whenever the aforesaid Jan Dircksen shall receive the money, he shall have power to give a receipt, which shall be valid, and further to proceed as time and circumstances may require. Done this 4th of August A° 1639, in Fort Amsterdam in New Netherland.

This is the X mark of

Hendrick Cornelissen van Valckenburg

Jan Jansen, witness
Adriaen van Tienhoven

Assignment by Andries Hudde to the West India Company of his half-interest in the live stock remaining with Wolphert Gerritsen

[152] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Andries Hudde, who in the presence of the undersigned witnesses transfers and conveys to and for the behoof of the Chartered West India Company all his right, title and interest in and to the cattle remaining with Wolphert Gerritsen, to wit: three cows,
one heifer, five oxen, one horse, twelve pigs, the half whereof belongs to Andries Hudde, which half must be understood in this conveyance.

Wolphert Gerritsen shall have the control of the above mentioned cattle and their increase until Andries Hudde shall have paid the Company and said Hudde shall not in any manner have anything to say about the aforesaid cattle until he shall have satisfied the Company.

In testimony and token of the truth this is signed by Andries Hudde and Wolphert Gerritsen. Done in Fort Amsterdam, this 5th of August A°. 1639.

A. Hudde

This is the X mark of Wolphert Gerritsen

Gysbert op² Dyck

Marriage contract of Jan Jacobsen from Vreelant and Marritje Pieters from Copenhagen

[153] In the name of God, Amen. Know all men [by these presents] that on the 15th of August of the year 1639, before me, Cornelis van Tienhoven, secretary residing in New Netherland on behalf of the Chartered West India Company, and before the undersigned witnesses, appeared the worthy Jan Jacobsen from Vrelant,² future bridegroom, [of the first part], assisted by

1 Also printed with slight variations in J. O. Evjen, Scandinavian Immigrants in New York, pp. 257-58.
2 Probably the village of Vreeland, in the province of Utrecht, but perhaps the polder of Vreeland, in the province of Zeeland, Netherlands.
Maritje Piter from Copenhagen, his future bride, of the second part, and they, the appearers, declared that they had mutually resolved, engaged and agreed to enter together into the holy state of matrimony under the following contract, praying God Almighty that it might please His divine Majesty to bless their future marriage and to let it redound to His honor.

First, in regard to the property which he, the bridegroom, shall leave behind in case of his death, whether movable or immovable, or such as may rightfully belong to him, it shall belong in free ownership to Marritje Piter aforesaid, without any of Jan Jacobsen’s blood relations having any claim thereto.

On the other hand, if Marritje Pieters, the future bride, should happen to die first, Jan Jacobsen shall in like manner possess in full ownership all her means and effects, without his giving any account thereof to any of her blood relations. Provided always that he, the bridegroom, or she, the bride aforesaid, whoever of the two shall survive the other, shall hold the property only until the day of his or her death, when it shall be partitioned and divided by the brothers or lawful heirs of him, the bridegroom, and Teuntje Jeurlaens from Amsterdam, or Jonas Bronc, her present husband, as heirs of Maritje Pieters aforesaid, each obtaining the just half.

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3 Anthonia Jeurisaens Slachboom, or Slaghboom, who in 1643 married Arent van Curler. Professor Evjen says that she was probably Danish, because in the above contract she is mentioned as the heir of Marritje Pieters of Copenhagen. It should be noted, however, that Slachboom is a perfectly good Dutch name and that in the contract she is distinctly given as from Amsterdam. See also The Dutch Settlers Society of Albany, Yearbook, 1927-28, 3:12, note.
Thus done and executed in the presence of the undersigned witnesses in Fort Amsterdam, the day and year aforesaid.

This is the X mark of Jan Jacobsen, above named

This is the M mark of Maritje Pieters, above named

Claes van Elslant, witness

Harmannua A: Booghardii, witness

Declaration of Philip du Trieux and others that Edward Wilson kicked the wife of Du Trieux's gardener

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Philip de Truy, aged 53 years, Pieter van de Linde, aged 43 years, and Jan Hendricksen, sailmaker, aged 26 years, and at the request of Cornelis van der Hoykens, fiscal, jointly and severally declared, testified and attested, with offer of a solemn oath if necessary, as follows:

Philip de Truy and Jan Hendricksen jointly declare that they saw Edward Wilson, an Englishman, on the evening of the 13th of August, kick the wife of the gardener in the garden of the witness.

Pieter van de Linde declares that he heard the above named woman scream, whereupon, turning around, he saw the woman, bitterly complaining, firmly hold her belly with both her hands.

All of which the witnesses declare to be true and truthful, persisting herein, and that they have done this only to

4 Surgeon Harmen Meyndertsen van den Boogaert.
bear testimony of the truth without simulation or regard of persons.

Done in Fort Amsterdam, this 15th August A°. 1639.

Phylyppe du Tryeux
Pieter Linde
Jan Heynderckse

 Lease of a farm from Jonas Bronck to Cornelis Jacobsen Stille and his brother Jan Jacobsen

This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Mr. Jonas Bronck of the one part and Cornelis Jacobsen Stille and his brother Jan Jacobsen¹ of the other part, who in the presence of the undersigned witnesses acknowledge that they have agreed and contracted in manner as follows:

Mr. Jonas Bronck shall deliver to Cornelis and Jan Jacobsen above named a good house, two horses and one cow, with land to cultivate, of which house, land and animals Jan and Cornelis Jacobsen shall have the use for six consecutive years (to wit, six crops or harvests), beginning the first of September A° 1639. For all of which the lessees shall yearly pay as rent to Mr. Bronck fifteen schepels of grain for each horse and twenty-five pounds of good butter annually for each cow, with express condition, in case of the aforesaid animals happen

¹ Jan Jacobsen from Vreeland. The name "Stille," by which the brother is designated, may have been a nickname which did not apply to Jan Jacobsen. At all events, he seems nowhere to be called by that name.
to die without increase, that the loss shall be borne equally by the lessor and the lessees.

At the expiration of the term the lessor may take away two horses and one cow and then the remaining stock which by God's blessing shall be bred from the aforesaid animals shall be divided half and half, it being expressly stipulated that the lessor and the lessees shall further govern themselves according to the conditions which the Company has made with the persons who under contract received the cattle that arrived here in the year 1639 by the ship Fire of Troy. ²

In testimony and token of the truth this is signed by the parties in the presence of the subscribing witnesses. Done in Fort Amsterdam, this 15th of August A°. 1639.

Jonas Bronck

Consent of the guardians of Lambert Cornelissen Cool to let Cool take up farming with Claes Jansen

[155] This day, date underwritten, before me, Cornelis van Tienhoven, secretary, in the presence of the undersigned witnesses, appeared Wolphert Gerritsen and Gerrit Wolphertsen, as guardians of Lambert Cornelissen Cool, and at the request of said Lambert Cool have permitted him to go with his cattle to his brother-in-law, Claes Jansen, in order to take up together

² De Brandt van Troyen, from Hoorn, laden with cattle for the account of Jochem Pietersen Kuyter. De Vries found this vessel on his arrival at Manhattan, June 16, 1639. See Narratives of New Netherland, p. 205, where the name of the ship is given as the Burning of Troy. See also James Hiker, Revised History of Harlem, p. 133.
some plantation or farm; we, the principals, in the capacity aforesaid, having consented hereto as, in the place of father and mother, we are bound to promote the above named Lambert Cool's interest and we can not perceive that he will earn anything, much less prosper, so long as he remains with his father, Cornelis Lambertsen. We have therefore considered it advisable to permit him to do something for himself in company as above written. Done in Fort Amsterdam, this 22d of August A°. 1639.

This is the X mark of Wolphert Gerritsen
This is the X mark of Gerrit Wolphertsen
Maurits Janse  
Frerick Lubbertsen  
both as witnesses

Contract of Jeuriaen Hendricksen and Pieter Wolphertsen to build a dwelling house and a tobacco house for Thomas Hall

[156] This day, date underwritten, Jeuriaen from Osenbrugge and Pieter Wolphersen, of the first part, and Thomas Hall, of the second part, personally covenanted and agreed as follows.

Jeuriaen from Ossenbrugge and Pieter Wolphertsen shall construct for said Thomas Hall a dwelling house, 32 feet long, 18 feet wide, 9 feet in height, inclosed all round, one door and windows with a complete frame, three joists with corbels and one mantelpiece. Also a tobacco house, 100 feet long, 24 feet wide, 10 feet in height, with two doors of wood; provided that the aforesaid Thomas Hall shall furnish

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1 Jeuriaen Hendricksen, from Osnabrück, in Hanover.
2 Probably a translation of rontom dicht, meaning tight all around.
3 Probably intended for "window frames with sash, complete."
everything necessary for the construction. For which the said Thomas Hall shall pay the aforesaid persons, all at the same time, the sum of two hundred Carolus guilders, in addition to free board as long as the work of building shall continue, the payment to be made as soon as the work shall be completed.

The aforesaid carpenters hereby promise honestly to execute the work agreed upon as hereinbefore written; on the other hand, he, Thomas Hall, promises to pay them as soon as the carpentering shall be done. For all of which the parties bind their persons and property, movable and immovable, without any exception, according to law. Done the 29th of August A° 1639, in Fort Amsterdam.

This is the X mark of Jeuriaen from Osenbrugge

This is the X mark of Pieter Wolphertsen

Thomas Hall

Maurits Jansen

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Declaration of Thomas James that he tendered John Moody payment of a note against himself and Captain Taylor

[157] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared at the request of Jan Forbes, Thomes Gems,¹ who in presence of the undersigned witnesses declared that he had offered Jan Moedy² in the Uebayonck³ payment of the note held against Captain Teyller⁴ and the above named Tomes Gems, wherewith the said Johan Moedy was well satisfied, but when Tomes Gems required a receipt for the payment, said Moedy refused it; wherefore he, Tomes Gems, made no payment, but is at all times ready to pay, it being well known to him, Mr. Gems, that to this date the aforesaid note has not yet been canceled in Virginia. All of which he, the deponent, declares to be true and truthful, being ready to confirm the same on oath and that this has been done by him in stead of an oath.⁵

Done this 3d August A°. 1639,⁶ in Fort Amsterdam.

Tho's James

Delivered in the prts of me

James Berry

Tho⁶ Folans

¹ Thomas James, of Maryland; see # [214]. In the Archives of Maryland, volumes 3 and 4, his name is repeatedly given as "Thomas Games." May 5, 1640, he received a licence from Lord Baltimore to export corn and to trade with his vessel to all parts of New England.

² John Moody; a person by that name was one of the early settlers of Roxbury, Massachusetts.

³ Not identified. The Calendar of Dutch Manuscripts, p. 10, places it in Virginia.

⁴ Captain Philip Taylor; see # [45].

⁵ Thus in O'Callaghan's translation.

⁶ Probably a mistake for the 30th of August 1639.
Declaration of Jacob Stoffelsen as to an increase in Wages promised to Willem Fredericksen and Tobias Tenissen

Before me, Cornelis van Tienhoven, secretary in New Netherland for the West India Company, appeared, at the request of Willem Fredericksen and Tobias Tenissen, Jacob Stoffelsen, aged 37 years, and testified, declared and certified, in place and with promise of a solemn oath if need be, that it is true and truthful that Hendric FOREST, deceased, in the year 1636, promised the above named persons annually fl. 20 increase in wages. All of which the deponent declares to be true and truthful. Done the 30th of August A° 1639, in Fort Amsterdam.

This is the X mark of Jacob Stoffelsen

Gillis Pietersen

Power of attorney from Gysbert Cornelissen to skipper Symon Jansen of Durgerdam

[158] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, personally came and appeared Gysbert Cornelissen, who in the presence of the undersigned witnesses empowers, as he does hereby, Symon Jansen of Durickerdam, skipper of the ship Herring, in his, the principal's

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1 Tobias Teunissen, or Tonissen. He and Willem Fredericksen came over with Hendrick de Forest in 1637. See James Riker, Revised History of Harlem, pp. 91, 140.

2 Hendrick de Forest, the founder of Harlem. He came over on the ship Rensselaerswyck and died on July 26, 1637, shortly after his arrival in New Netherland. See Van Rensselaer Bowler MSS., p. 382.

1 Gysbert Cornelissen from Weesp, afterwards a tavern keeper in Rensselaerswyck. See Van Rensselaer Bowler MSS., pp. 834-35.

2 Durgerdam, a village on the IJ, N.E. of Amsterdam. May 15, 1635, Symon Jansen Durgerdam was appointed by the chamber of Amsterdam mate on the ship De Sevenster. See N.Y. Gen. and Bio. Record, 1918, 49:220.
name, to collect from the honorable directors of the Chartered West India Company, chamber of Amsterdam, such sum of money as is due to him by balance of the annexed account, signed Cornelis Pietersen, earned by him on the yacht West India Raven, amounting for so much as is still due to him to forty-two guilders, one stiver, eight pence, net; which sum aforesaid he, Symon Jansen, may receive and when paid give the honorable gentlemen a receipt therefor which shall serve as [proof of] good payment, [the principal] furthermore holding as valid whatever shall be done herein by the above named Symon Jansen. Done in Fort Amsterdam, this 6th of September A0. 1639.

This is the X mark of Gysbert Cornelissen
This is the X mark of Arent van Landen, witness

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Power of attorney from Aert Evertsen to skipper Symon Jansen of Durgerdam

Before me, Cornelis van Tienhoven, secretary in New Netherland, personally appeared Aert Evertsen, a soldier in the Company's service here in New Netherland, who in the presence of the undersigned witnesses appointed and empowered Symon Jansen of Durickedam, skipper of the ship Herring, to collect in his, the principal's, name from the honorable directors of the Chartered West India Company the sum of twenty-seven guilders, thirty\(^1\) stivers, eight pence, net; which sum is due him, as

\(^1\) Thus in O'Callaghan's translation, but probably an error for thirteen stivers, as 20 stivers make a guilder.
appears by balance of the annexed account, signed by Cornelis Pietersen, skipper of the yacht West India Haven; which aforesaid sum Jansen shall have power to receive and being paid, he may give a receipt therefor, [the principal] holding as valid whatever shall be done herein by the aforesaid Symon Jansen.

Done in Fort Amsterdam, this 6th of September A° 1639.

This is the X mark of Aert Eversen

This is the X mark of Arent v: Landen

Power of attorney from Ulrich Lupolt to Coenraet van Ceulen to collect money from Johan de Voocht

[159] Before me, Cornelis van Tienhoven, secretary in the service of the Chartered West India Company in New Netherland, appeared Ulrick Lupoldt, commissary of stores, as husband of Petronella Onderhil, and in said capacity has in the presence of the underwritten witnesses constituted Mr. Coenraet van Ceulen, merchant residing in the city of Amsterdam, [his attorney] and empowered him, as he hereby does, to collect for him, Lupoldt, in the capacity aforesaid, from Johan de Voocht the sum of three hundred Carolus guilders, with the interest thereon, according to the note therefor, whereof an authentic

1 Coenraet van Ceulen, or van Keulen, was the owner of the tract known as the Otterspoor, afterward renamed Van Keulen's Hook, north of the present 108th Street, New York City; see James Riker, Revised History of Harlem, p. 798. He was probably related to Matthias van Ceulen, a director and chief participant of the West India Company

2 See # [101].
copy is hereto annexed, it being understood that from the afore-
said three hundred guilders are deducted fifty Carolus guilders
which Petronella Onderhil has received on account of said note
from General Jaques Speex, as appears by the copy of said note.
The principal [promises] to hold as valid whatever shall be done
herein by the above named Mr. Coenraet van Ceulen, who, having
received the money, shall have power to grant a receipt, which
shall also avail the aforesaid Mr. Johan de Voocht as good pay,
with power to proceed in suing as well as in defending and he,
von Ceulen, shall further be able to act as time and circumstances
shall require. Done in Fort Amsterdam, this 6th of August 3
A° 1639. 4

Contract between George Homs and Thomas Hall to start a
plantation and build a house near Deutel bay on Manhattan
Island 1

[160] This day, date underwritten, before me, Cornelis
van Tienhoven, secretary in New Netherland, appeared George
Homs, of the first part, and Thomas Hal, of the second part,
who jointly declared that they intended to make a plantation
and build a house near Deutel bay, on the island of Manhates,
and in the presence of the undersigned witnesses had agreed in
manner as follows:

That they shall jointly bear all the expenses of the build-
ing, wages of laborers and all implements which they shall need
for the plantation; also, that all the gain proceeding from the

3 Probably a mistake for September 6, 1639.
4 Not signed.
plantation and from other purchases and sales, whether they be made by the one or the other, shall be shared half and half, both profit and loss.

Upon the express condition and stipulation that whenever George Homs or Tomas Hall above named shall, either of them, depart for England or Holland, or that they have any difference or quarrel with each other, the plantation, the house and the land belonging to the plantation, whether cleared or not, shall be valued and divided by two impartial men, chosen by them for that purpose, and the one who plans to remain in New Netherland and not to depart for Holland or England shall retain the plantation, house, land and further all appurtenances for such sum as another person would be willing to pay therefor and be preferred in everything. In witness and token of the truth, these presents are signed. Done in Fort Amsterdam in New Netherland, this 7th of September 1639.

This is the X mark of Gorge Homs

Thomas Hall

Maurits Jansen

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Lease of the Company's sawmill on Noten Island to Evert Evertsen Blschop, Sibout Claessen and Harmen Bastiaensen

[161] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared in the presence of the undersigned witnesses the honorable, wise and right prudent Mr. Willem Kieft, director general, of the first part, and Evert Bischoop, Swert Claesen¹ and Harmen Bastiaensen² of the second part, who acknowledged that they had amicably agreed and covenanted about the lease of the sawmill standing on Noten island,³ belonging to the directors of the Chartered West India Company, chamber of Amsterdam, in the manner and on the terms hereinafter written.

First, the honorable director above named leases to the aforesaid persons the above mentioned sawmill and the implements at present therein, according to the inventory thereof, for the term of three consecutive years, beginning on the date hereof. Which aforesaid Evert Bischoop, Sivert Claesen and Harman Bastiaensen acknowledge that they have hired the said sawmill and implements for the above specified time, hereby promising to pay to the honorable director aforesaid or to the Company's agent during the lease annually five hundred merchantable or sound boards, one-half pine and the other half oak.

¹ Sibout Claessen of Hoorn, the patentee of Hoorn's hook; see James Riker, Revised History of Harlem, pp. 146, 166, 247.
² Harmen Bastiaensen Visscher, afterwards a resident of Albany.
On the express condition that the lessees above named shall properly take care of the aforesaid mill and keep it in repair at their expense and shall deliver it back in as good order as they, the lessees, at present receive it; also, that the Company shall saw not less than 65 to the balk. In testimony and token of the truth this is signed. Done this 13th of September Ao 1639.

Evert Evertsen Eyschop
Maurits Jansen
Jan Euersen
Sibout Clasen
Harmen Bastiaens

Witnesses

Implements in the mill

20 gang-saws
40 clamps
2 jack-screws
10 log irons
3 large sledges
2 small ditto
2 log ropes
2 cant-hooks
2 sets of hooks with screws
1 cross-cut saw and 2 flat files
5 half-round files
4 clamp irons to fix on the frame
2 crames
1 boat hook

4 Thus in O'Callaghan's translation. The Dutch word balk is used in the sense of "log."
Charter of the yacht Wesel from Maryn Adriaensen to Cornelis Leendertsen and Govert Lockemans

[162] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Maryn Adriaensen from ter Veer, 1 of the first part, and Cornelis Leendersen with Govert Loockmans, 2 of the second part, who in the presence of the undersigned witnesses acknowledged that they had agreed and contracted in the manner and on the terms hereinafter written.

First, Maryn Adriaensen aforesaid shall deliver to the above named Govert Loockmans and Cornelis Leendersen his yacht called Wesel, with its present appurtenances, for the term of one year, beginning on the date hereof; which above named persons acknowledge that they have received the yacht with its appurtenances from the hands aforesaid.

Cornelis Leendersen and Govert Loockmans shall during the year keep the yacht and its appurtenances in proper repair at their expense, with the express condition that if the said yacht happen to be wrecked, Maryn shall stand the loss thereof.

On condition that Cornelis Leendersen and Govert Loockmans shall pay to Maryn for hire of the above named yacht one just fifth part of all the profit or gain which they shall make with the yacht within a year from the date hereof, in any manner, by trading either with the Netherlanders, the English, the French,

1 Same as Veere, a city on the island of Walcheren, province of Zeeland, Netherlands.
2 His name is usually spelled "Loockermans."
the Indians, or whatever nation it may be; provided that all expenses incurred by them shall be taken out and deducted first; then, as hereinbefore stated, one fifth part of the profit must be paid to Maryn or whomsoever may obtain his right.

In testimony and token of the truth this is signed by the parties and two copies of the same tenor are made hereof. Done this 17th of September A° 1639, in Fort Amsterdam in New Netherland.

This is the X mark of Maryn Adriaensen
This is the X mark of Cornelis Leendertsen
Gouert Lockemans

Maurits Jansen
This is the mark Ab P of Abraham Planck

Witnesses

Contract between Cicero Alberto and Pieter Montfoort to begin a tobacco plantation

[163] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Cicero Alberto, Italian, of the first part, and Pieter Montfoort, of the second part, both of whom acknowledged in the presence of the undersigned witnesses that they had agreed and contracted as follows:

That together, as partners, they shall start a plantation for the cultivation of tobacco, corn, or such other grain as they shall think proper to plant, and that for the term of four consecutive years, commencing the first of October A° 1639 and ending the first of October A° 1643; with the express
condition that both of them shall be diligent in the labor, each of them having equal authority. Also, all expenses of houses, implements and all other necessary outlays appertaining to the plantation must be paid by them in equal shares and the land, buildings and implements shall belong to both of them, each the just half; all profits and losses resulting from their aforesaid plantation shall be divided and apportioned half and half.

On the express condition that at the expiration of the said four years the plantation and the buildings, implements and land belonging thereto shall be appraised by impartial persons and that he who shall thereafter remain on the plantation shall then give full satisfaction to the other, according to the award of arbitrators.

In testimony and token of the truth these presents are subscribed. Done in Fort Amsterdam, this 17th of September A0 1639.

This is the X mark of Cicero Aelbert, Italian
This is the X mark of Pieter Montfoort, aforesaid Maurits Jansen, witness
Acknowledged before me,

Cornelis van Tienhoven, secretary

This contract was canceled on the 15th of September. 1

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1 Thus in O'Callaghan's translation. The date should probably be the 15th of December 1639, when the parties entered into a new contract.
Declaration of Arent van Landen that Gregory Pietersen owes Pieter van de Linde for surgeon's fees

[164] The 17th of September A°. 1639, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Arent van Landen and declared on his conscience in place and with promise of an oath if need be, as he hereby testifies, declares and certifies, that it is true and truthful that he, the deponent, knows that Gregoris Pietersen owes Pieter van de Linde the sum of fl. 13.10 for surgeon's fees, arising from a certain accident which the above named Pieter van de Linde cured. All of which the deponent declares to be true and truthful. Done this 17th of September A° 1639, in Fort Amsterdam.

This is the X mark of Arent van Landen

Acknowledgment by Director Kieft that he gave Burger Jorissen the use of the Company's forge for four years

This day, date underwritten, before me, Cornelis van Tienhoven, secretary, appeared the honorable, prudent Willem Kieft, director general in New Netherland for the West India Company, who in the presence of and before the undersigned witnesses acknowledged that he, the appearer, has granted to Burgert Jorissen, farrier, the use of an anvil and bellows,

1 Burger Jorissen, from Hirschberg, in Silesia. He had recently returned to Manhattan from the colony of Rensselaerswyck, where on May 26, 1637, he was engaged to take the place of Cornelis Thomassen, the patroon's smith, who had been killed by his helper, Hans van Sevenhuysen, on the voyage out, at Ilfracombe, England. Soon after the surrender of New Netherland to the English, in 1664, Burger Jorissen moved to Long Island, where he died in 1671, at his farm on Mespat kill, now Newtown creek. See Van Rensselaer Bowler MSS., pp. 815-16; J. H. Innes, New Amsterdam and Its People, pp. 223-34; James Bicker, Jr., Annals of Newtown, p. 37, note, and N.Y. Hist. Soc., Collections 1892, 25:69.
with half of the smith's house, for four consecutive years, he, Burgert Jorissen, promising to keep the house and tools in good order and at the expiration of the said four years to restore them to the honorable director aforesaid or to the Company's agent. In testimony and token of the truth this is signed.

Done in Fort Amsterdam, this 17th of September A° 1639.

Willem Kieft

Contract between David Provoost and Govert Lockemans to purchase maize from the Indians

[165] Before me, Cornelis van Tienhoven, secretary in New Netherland for the West India Company, appeared David Provoost, of the first part, and Govert Loockmans, of the second part, who in the presence of the undersigned witnesses acknowledged that they had amicably agreed and contracted on the conditions and terms hereinafter written, to wit:

That David Provoost aforesaid, during two consecutive months from the date hereof, shall trade with the Indians for 500 schepels of maize, on the express condition that he, Provoost aforesaid, shall not be allowed to spoil the trade and shall purchase the maize rather at a lower than a higher price than the Company, and if it be discovered afterwards that he, Provoost, has paid the Indians more than the Company pays for maize, he shall pay Govert Loockmans the sum of one hundred guilders.

As soon as he, Provoost, purchases the aforesaid 500 schepels of maize for Govert within the term above specified he, Lookmans, shall pay to said Provoost fl. 100; in the contrary case he,
Provoost, shall pay fl. 100. Done this 20th of September A° 1639, in Fort Amsterdam.

David Provoost
Gouert Lockemans

J van Curler  }  witnesses
Maurits Jansen

Release from John Hobson to Tonis Cray of his interest in the maize land near Fort Hope

[166] This day, date underwritten, Jan Obben\(^1\) came and appeared and in the presence of the undersigned witness transferred and conveyed to Tonis Cray all such title as he claims to the maize land situated near Fort Hope on the Fresh river,\(^2\) which aforesaid land he has cultivated with Tonis Cray, acknowledging that he has been paid by Teunis Cray for his share. Done the 22d of September A° 1639.

This is the X mark of Jan Obbesen

Maurits Janse

Indenture of Jan Jacobsen to serve George Holmes and Thomas Hall for one year

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Thomas Hal and George Homs, of the first part, and Jan Jacobsen from Haerlem, of the second part, and in the presence of the undersigned

\(^1\) John Hobson.

\(^2\) A translation of the "Versche rivier," the Dutch name of the Connecticut river.
witnesses acknowledged that they had agreed and contracted in manner as follows:

First, Jan Jacobsen binds himself to Thomas Hal and George Homs aforesaid for the term of one year, commencing the first of November, and that for the sum of one hundred and forty-four Carolus guilders Holland currency yearly and free board, as good or bad as they, Thomas Hall and George Homs, themselves have, which aforesaid sum they, Thomas Hall and George Homs, promise honestly to pay to Jan Jacobsen aforesaid at the expiration of the year. Further, Jan Jacobsen promises and binds himself to acquit himself in all work in which the above mentioned persons shall employ him as a good servant ought and is bound to do.

Done this 22d of September A° 1639, in Fort Amsterdam

Thomas Hall

This is the X mark of Jan Jacobsen from Haerlem

In my presence,

Cornelis van Tienhoven, Secretary

Declaration of Andries Hudde that certain papers were taken from his trunk at Amsterdam by Hendrick Geraertsen de Vries

[167] Before me, Cornelis van Tienhoven, secretary in New Netherland for the Chartered West India Company, appeared Mr. Andries Hudde, formerly a member of the council here, aged about 31 years, who at the request of Cornelis van der Hoykens, fiscal, in the presence of the undersigned witnesses, declared, testified and attested, as he does hereby, instead and with promise of a solemn oath if need be, that it is true and truthful
that he, the appearer, coming in the year of our Lord 1639\(^1\)
from the Sound\(^2\) to Amsterdam at the house of his, the appearer's,
mother, named Aeltje Schinckles,\(^3\) brought to her house his
trunk; that the said trunk at the house of Aeltje Schinckles,
his, the appearer's, mother, was broken open, or caused to be
broken open, by Hendric de Vries Geraerts, and that out of it
were taken by the above named Hendric Geraerts de Vries certain
documents and account books which he, [Hudde], has afterwards
never been able to find, besides some other valuable articles
which in connection herewith it is not necessary to mention.
All of which he, the appearer, for reasons him hereto moving,
declares to be true and truthful and that this is done by him
without any dissimulation or regard of persons. Done this 26th
of September 1639, in Fort Amsterdam.

A. Hudde

Mr. Andries Hudde has this day confirmed the above
declaration on oath before the aforesaid Cornelis van der
Hoykens, fiscal, in the presence of the subscribing witnesses.
Done as above.

Cornelis van der Hoykens

Ulrick Lupoltt
Claes van Elslant \} witnesses

\(^1\) The figures in the original are blurred. E. B. O'Callaghan.
\(^2\) The strait between Denmark and Sweden, which connects the
    Baltic with the Cattegat and the North Sea.
\(^3\) Probably written "Schinckels," in the original. See
Power of attorney from Andries Hude to Pieter Wybrantsen Bornstra

[168] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared, in the presence of the undersigned witnesses, Andries Hudde Rutgersen, known to me, the secretary, who appoints and empowers, as he does hereby, Pieter Wybrantsen Boornstra to collect in his name and on behalf of the aforesaid Andries Hudde Rutgersen all such sums of money as already are, or hereafter may become, justly due to him, the principal; together with fl. 947, arising from a certain bond of the Orphan Masters at Amsterdam, due to his brother Claes Hudde Rutgersen and him, the principal, as sole heirs of Hendric Hude, who died in the East Indies, proof whereof has been made at Amsterdam to the honorable Orphan Masters. Also fl. 200 remaining at Campen, due to him from Altje Seurbeeck, his old godmother, which he, Andries Hude aforesaid, can not receive before and until he has given a power of attorney as lawful heir. Likewise fl. 900 which Willem and Hendric de Vries Geraerts, as guardians of the above named Andries Hude, have shown and proved at Amsterdam to be invested in the public funds.

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1 In the banns of his marriage to Geertruyt Bornstra, the widow of Hendrick de Forest, entered at Amsterdam under date of Jan. 6, 1639, Andries Hude is given as from Campen. It is not unlikely, therefore, that he was a son of Rutger Hude, burgomaster of Campen, who is mentioned in Johan E. Elias, De Vroedschap van Amsterdam, 1:162.

2 Thus in O'Callaghan's translation. The Dutch expression was doubtless: waervan bewys gedaen Is, meaning that a settlement of the estate of Hendrick Hude had taken place before the Orphan Masters at Amsterdam.

3 This name probably should be: Aeltje Suerbeeck.
And the above named Pieter Wybrantsen Bornstra shall have power to dispose of all such other means and effects as he, Hudde aforesaid, already has or hereafter may receive in the fatherland, according to the written order sent to him; and what shall be transacted by him in the matter aforesaid according to the exigency of the case, whether in suing, acting as plaintiff or defendant, granting receipt and other legal proceedings, whatever shall be done by the above named Pieter Wybrantsen, he shall hold valid. Done this 28th of September A° 1639, in Fort Amsterdam in New Netherland.

A. Hudde

Claes van Elslant

Maurits Jansen

Certificate that Margarita Gillis was alive on the first of January 1639

[169] Before me, Cornelis van Tienhoven, secretary in New Netherland for the Chartered West India Company, appeared Claes van Elslant, commissary of provisions, and [ ], who at the request of David Provoost jointly attested, declared and certified, as they do hereby on their consciences, in place and with promise of a solemn oath if need be, that it is true and truthful that Margarita Gillis, wife of the above named Provoost and daughter of Barbara Schuts, was still living on the first of January 1639. All of which they, the attestants, declare to be true, persisting in their declaration and [stating] that this has been
made by them without dissimulation or regard of persons, only to bear witness of the truth. Done this 29th of September A° 1639, in Fort Amsterdam.

Claes van Elslant
This is the X mark of Lourens Lourensen

Certificate that Margarita Gillis was alive on the first of July 1639

Before me, Cornelis van Tienhoven, secretary in New Netherland for the Chartered West India Company, appeared Claes van Elslant, commissary of provisions, and [ ], who at the request of David Provoost, husband and guardian of Margarita Gillis, daughter of Barbara Schuts, jointly declared, attested and certified that the above named Margarita Gillis was alive on the first of July A° 1639. All of which the attestants declare to be true and truthful, persisting in their declaration [and stating] that this [is] made without any dissimulation. Done this 29th of September A° 1639.

Claes van Elslant
This is the X mark of Lourens Lourensen

1 This and the following attestation de vita were evidently prepared for the purpose of collecting an annuity in Holland. Judging from the power of attorney from Jacobus van Curler, which follows, Lourens Lourensen was about to sail for Holland. See also # [260].
Power of attorney from Jacob van Curler to Lourens Lourensen to collect money from Sibilla van Domseler

[170] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Jacob van Curler, 1 commissary of cargoes here, who in the presence of the undersigned witnesses appointed and empowered, as he does hereby, Lourens Lourensen from Vlecken, 2 to collect and receive in the name and on behalf of him, the principal, from Sibilla van Domseler, 3 mother of Marten Gerritsen, 4 the sum of three hundred and sixty-three guilders, which sum was to be paid to Hendric van Domseler, according to the promise of Marten Gerritsen, and in case the moneys remain with Hendric van Domselaer or any other person, the above named Lourens Lourensen is authorized the same to demand and receive by virtue hereof.

1 Jacobus van Curler, born at Nykerck, June 11, 1610, was a son of Joachim van Curler, who in 1613 succeeded his father Goossen van Curler as schout of Nykerck. He was a first cousin of Arent van Curler, baptized February 6, 1620, the son of Hendrick van Curler, whose wife was a daughter of Engele van Rensselaer. See Van Rensselaer Bowier MSS., p. 78, and G. Beernink, De Reformatie te Nykerk (1578-1628), pp. 49, 91.

2 Probably intended for Fleckerø, an island off the south coast of Norway, near Christiansand, unless the attorney was the same person as Lourens Lourensen from Copenhagen, mentioned in Van Rensselaer Bowier MSS., pp. 189-90, in which case Vlecken must refer to some small place near the capital of Denmark.

3 A member of the well known family of van Dompseler, or van Dompselaer, which was allied by marriage to the van Rensselaers and other prominent families in Gelderland.

4 Marten Gerritsen was a member of van Twiller's council in 1633, and commissary of Fort Orange in 1634-36. He is not to be confused with Marten Gerritsen van Bergen, who came over in 1661, and who afterwards was for many years a magistrate of Albany. See The Dutch Settlers Society of Albany, Yearbook, 1929-30, 5:22-24.
Also, whereas I, Jacob van Corlaer, have borrowed and with thanks and satisfaction received from Everardus Bogardus, minister here, the sum of three hundred and sixty-three guilders, I therefore request all and every one in whose hands the aforesaid three hundred and sixty-three guilders remain, to pay the same in my name to the aforesaid Lourens Lourensen, who is empowered to dispose thereof according to the written order given him by Domine Bogardus.

And in case the person or persons with whom the aforesaid three hundred and sixty-three guilders are remaining refuse to pay the said money to him, Lourens Lourensen, he shall be at liberty to proceed at law as needs shall require, whether as plaintiff or defendant; on receipt of the money to give a receipt, which shall avail as good payment to me, Jacob van Curler, and further to take all such legal proceedings as necessity shall demand, [I, the principal, promising] to hold as valid whatever shall be transacted herein by the above named Lourens Lourensen. Done this 30th of 7ber A° 1639, in Fort Amsterdam in New Netherland.

Jacob van Curler
Power of attorney from Tymen Jansen to Lourens Lourensen

[171] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Tymen Jansen from Amsterdam,¹ who in the presence of the underwritten witnesses empowers, as he does hereby, Lourens Lourensen from Vlecken to collect and receive for and in the name of him, the principal, from Harman Hendricksen, mast maker at Amsterdam, the sum of one hundred Carolus guilders, being certain moneys received from Kessra, the directors of the Chartered West India Company, chamber at Amsterdam, and in case the above mentioned Harman Heyndricksen refuse to pay the aforesaid moneys to the said Lourens Lourensen, he shall have power to prosecute Harman Heyndricksen at law and to proceed either as plaintiff or defendant to the end. Furthermore, when the aforesaid moneys are paid to Lourens Lourensen, he may give a receipt and act as time and circumstances may require, [I, the undersigned,] holding as valid whatever shall be transacted herein by the above mentioned Lourens Lourensen, my attorney.

Done this 29th of September 1639, in Fort Amsterdam in New Netherland.

This is the X mark of Tymen Jansen, above named

¹ Tymen Jansen was a ship carpenter, who was in the employ of the West India Company before 1633. See J H. Innes, *New Amsterdam and its People*, pp. 275-76.
Sale from Jan Jacobsen to Aert Teunissen of his interest in certain cows in the possession of Hendrick Harmansen

[172] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared, in the presence of the undersigned witnesses, Jan Jacobsen from Vrelandt, and acknowledged that he, the appearer, on this day, date underwritten, sold to Aert Teunissen the balance of the interest which he, Jan Jacobsen, can claim in the cows heretofore delivered by said Jan Jacobsen to Hendric Harmansen, as appears from the contract made between them, which contract Aert Tenissen must observe, and on the expiration of the said contract the above mentioned Aert Jacobsen shall, in the place of him, Jan Jacobsen, divide with Hendric Harmansen, in accordance with the aforesaid contract, either the old cows, or the increase. For which Aert Tonissen shall pay to Jan Jacobsen one hundred and eighty guilders, one hundred guilders payable within fourteen days, more or less, of next Christmas, and the eighty guilders payable in January or February A° 1640.

Done in Fort Amsterdam, this 17th of October A° 1639.

This is the X mark of Jan Jacobsen from Vrelandt

This is the X mark of Aert Tenissen
Contract of Christoffel Laurens and Ralph Cardael to make a tobacco plantation and build a tobacco house for Willem Adriaensen

Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Christoffel Laurens¹ and Raef Cardael² and in presence of the undersigned witnesses acknowledged that they had agreed to make a plantation of three morgens of land, immediately adjoining the plantation of Willem Adriaensen. Willem Adriaensen shall furnish the palisades necessary for the plantation and supply food to the aforesaid persons from the first of March until one month after the tobacco shall be housed, for which they shall pay Willem Adriaensen 350 lbs of tobacco.

The aforesaid persons shall be bound to build a tobacco house, as long as shall be necessary, and if they shall work for Willem after the expiration of the aforesaid time, they shall be paid what is fair and just, provided that Willem Adriaensen shall furnish all the implements necessary for the above mentioned plantation, and at the expiration of the appointed time Willem Adriaensen shall pay the aforesaid persons for the tobacco house according to the valuation which impartial men shall put upon it.

All in good faith, thus done and agreed in Fort Amsterdam, this 3d of September A° 1639.

This is the mark X of Christoffel Laurens, above named.

This is the mark X of Raef Cardael, above named.

Willem Adriaensen

In my presence,

Cornelis van Tienhoven, Secretary

¹ Christopher Lawrence?
² Ralph Cardell?
Leclaration of Wybrant Pietersen and Jan Willemsen that Jan Evertsen Bout abused Gillis de Voocht as an informer and a villain and defied the fiscal

[173] Before me, Cornelis van Tienhoven, Secretary in New Netherland, at the request of Cornelis vander Hoykens, fiscal, appeared Wybrant Pietersen, merchant, aged about 29 years, and Jan Willemsen, aged about 43 years, who jointly testify, declare and attest, as they hereby do on their conscience, in place and with promise of a solemn oath if need be, that it is true and truthful that Jan Eversen Bout berating Gillis de Voocht at van Elslandt's house, in the presence of the deponents and Mr. Lupoldt, the fiscal, as an informer and a villain, he, the fiscal, endeavored to defend him, whereupon Jan Eversen said, "I defy you, fiscal, and all the others."

All of which the deponents declare to be true and truthful, persisting in their declaration, which is made by them without simulation or regard of person, solely in support of the truth. Done this 11th of October 1639, in Fort Amsterdam.

Wybrant Pietersen
Jan Willemsen

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Declaration of Cornelis Leendertsen and others showing that Barent Dircksen sold his house and farm to Hendrick Pietersen

Before me, Cornelis van Tienhoven, secretary in New Netherland, at the request of Hendrick Pietersen from Hasselt, appeared Cornelis Leendersen, aged 24 years, Cors Pietersen, aged about 27 years, Hendric Westercamp, aged 26 years, Govert Loockmans, aged 22 years, and Pieter Lourensen, aged 24 years, who jointly declare, testify and certify, as they hereby do on their conscience, in place and with promise of a solemn oath if need be, that it is true and truthful that they, the deponents, on the 9th of November last, were at the house of Hendric Westercamp, baker, and there heard that Barent Dircksen, baker, had sold his farm where he lives, to wit, the aforesaid farm with all that is fastened by earth and nail, as it stands at present, to Hendric Pietersen from Hasselt, and that Barent Dircksen was to take away from the farm no more than his furniture and household stuff, with which he, Hendric Pietersen, and Barent Dircksen were satisfied, provided that the purchaser should pay to the vendor for what is above mentioned the sum of fourteen hundred and fifty Carolus guilders. All of which they, the deponents, declare to be true and truthful and that they state this without dissimulation or regard of person, only to bear witness to the truth. Done this 11th of 9ber A° 1639, in Fort Amsterdam.

This is the X mark of Cornelis Leendertsen
This is the X mark of Cors Pietersen
Heinrich Westerkamp
Govert Loockemans
This is the X mark of Pieter Lourensen
Lease of the Company's farm No. 6 on Manhattan Island to Abraham Pietersen Gorter

[175] This day, date underwritten, before me, Cornelis van Tienhoven, secretary, in the presence of the undersigned witnesses, appeared the Hon. Willem Kieft, director general for the Chartered West India Company, of the first part, and Abraham Pietersen Gorter, of the second part, who acknowledged that they had amicably agreed and contracted about the lease of farm No. 6, heretofore cultivated by Wolphert Gerritsen, situated on the island of Manhates and belonging to the honorable directors of the General Chartered West India Company, in the manner and on the terms hereinafter written.

The honorable director delivers to Abraham Pietersen the aforesaid farm and the land thereto belonging; also two mares and one stallion, three milch cows, one heifer and one heifer calf, the receipt of which farm and cattle aforesaid from the hands aforesaid is acknowledged by Abraham Pietersen, who shall retain the same under lease for twenty consecutive years, commencing [ ] and ending [ ], for which Abraham Pietersen, or whoever may hereafter acquire his right, shall pay to the honorable director aforesaid an annual rent of forty-five schepels of rye and ninety pounds of butter, upon the express condition that the increase which by God's blessing shall be procreated

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2 Meaning Abraham Pietersen, miller, the ancestor of the Van Deursen family.
from the above mentioned cattle shall be shared and divided every four years, provided that the farm shall remain stocked with as many animals as the director now delivers. At the expiration of the twenty years Abraham Pietersen shall redeliver the farm in such condition as he now received it, both as to buildings and cattle, it being well understood that the cattle which are to be restored must be of the same quality as those that are now supplied to him. In witness and token of the truth this is signed by the parties, without guile or deceit. Done in Fort Amsterdam, this

Lease from Jeuriaen Hendrickesen to Jacob Vernu of a house and tobacco plantation

Before me, Cornelis van Tienhoven, secretary in New Netherland for the Chartered West India Company, appeared in the presence of the undersigned witnesses Jeuriaen from Osenbrugh,\(^1\) of the first part, and Jacob Vernu, of the second part,\(^2\) who acknowledged that they had amicably agreed and contracted on the conditions and terms following:

First, Jeuriaen Hendrickesen from Osenbrugh shall construct and deliver to Jacob Vernu a good and suitable dwelling house and so much land as the aforesaid Vernu shall need for his plantation, all at the expense of Jeuriaen from Osenbrugh aforesaid, of which house and land Vernu shall have and retain the use for ten consecutive years, commencing the 18th of September 1639,

\(^{3}\) Not executed.

\(^{1}\) Osnabrück, in Hanover.

\(^{2}\) In the records of the Reformed Dutch Church of New York his name is given as Jacques de Vernuis.
on condition that the first year he shall pay nothing for rent; the following or second year Vernu shall pay to Jeuriaen Hendricksen, or his order, one hundred pounds of good merchantable tobacco; the third and the seven subsequent years Vernu shall pay an annual rent of 200 lbs of tobacco, with the express stipulation that Vernu shall annually pay to Jeuriaen Hendricksen, for every servant whom he shall employ to assist him on the said plantation, one hundred pounds of tobacco, in addition to the rent above stipulated. Furthermore, Jeuriaen Hendricksen delivers to the said Vernu [one sow], the increase whereof shall be equally divided by the parties, Jeuriaen Hendricksen assuming the risk of the sow. In witness whereof this is signed by the parties, two copies of like tenor being made hereof, all in good faith, under submission to all courts, judges and justices Done this 16th of November A° 1639, in Fort Amsterdam.3

Lease from Thomas Bescher to Abraham Newman and Peter Breyley of a house and tobacco plantation

[177] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared in the presence of the undersigned witnesses Tomas Bescher, of the first part, and Abraham Nieuman and Peter Breyley,1 of the second part, who acknowledged that they had agreed and contracted about the lease of the house and plantation hitherto occupied by said Tomas Becher, as follows: Tomas Bescher delivers to the aforesaid persons a dwelling house,

3 Not signed.
1 According to N.Y. Col. MSS., 4:41, he came from "Mienjeert in Somersetschoer."
tobacco house and said plantation fenced, and four schepels of Maize, for which they shall make tight the fences that are broken; on condition that they shall have the use of the afore-said property for two consecutive years, for which they shall pay to Tomas Bescher, or his order, a yearly rent of three hundred pounds of good tobacco, they, the lessees, promising that they will keep the dwelling house, tobacco house and the fences in repair at their own expense and that at the expiration of the two years they will deliver them back in good condition to said Beets of his agents; all under submission to all courts, judges and justices, all in good faith, without guile or deceit. Done this 20th of September A°. 1639, in Fort Amsterdam in New Netherland.

Thomas Beeche
Abraham Newman

This is the X mark of Peter Breyley

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Johannes Wodt binds himself in the place of Peter Breyley under the above contract of Beets's plantation Done, March 15, 1640

John Wood

Acknowledged before me,
Cornelis van Tienhoven, Secretary
Contract between Cicero Alberto and Pieter Montfoort to begin a plantation

[178] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Cicero Albarto, the Italian, of the first part, and Pieter Montfoort, of the second part, who in the presence of the undersigned witnesses agreed and contracted in the manner hereinafter written.

First, they, the contracting parties, jointly undertake to make a plantation, build a house and procure implements and to share equally all other necessary expenses connected with the plantation, on the express condition that at the expiration of four years the land shall belong in free ownership to Pieter Montfoort, provided that in addition to his just half of the profits which through God's blessing they shall make during the term of four years Pieter Montfoort shall pay to Cicero Alberto two hundred pounds of tobacco, for which the aforesaid Cicero Alberto shall give up his interest [in the undertaking], without making any claim to the land. This contract begins on the first day of October A°. 1639, and shall end on the first of October A°. 1643; at the end of the aforesaid four years the house and the improvements of the land shall be appraised by good impartial men and of what they shall adjudge the same to be worth, Pieter Montfoort shall be obliged to pay forthwith to Cicero Alberto aforesaid the just half and in addition, as hereinbefore stated, still pay two hundred pounds of tobacco, for which Cicero Alberto must give up all his interest, without making any further claim to the land. All this without guile or deceit. Done this 15th of December A° 1639, in Fort Amsterdam.
Also, should C[ic]ero Alberto run away within the four years, without cause, he shall forfeit the aforesaid 200 pounds.

In like manner, if Pieter Montfoort turn away or eject him, Cicero, without just cause, he must then pay him the half and in addition 200 lbs. of tobacco. And they shall together clear as much land as they can conveniently cultivate. Also, Pieter Montfoort shall not charge Cicero Alberto anything for washing or mending of his clothes.

This is the X mark of Cicero Alberto, aforesaid

This is the X mark of Pieter Montfoort

Claes van Elsant, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Sale of land at Gouwanus from Jacques Bentin to Willem Adriaensen

[179] I, the undersigned, Jaques Bentyn, 1 hereby acknowledge that I have sold to Willem Adriaensen a certain tract of land at Gouwanus, 2 next adjoining the land of Willem Adriaensen, extending [ ], for the sum of three hundred and fifty guilders, payable, the first instalment on the 20th of October [A° 1640] and the second instalment on the 20th of October A° 1641; binding myself and my heirs henceforth and forever to convey the entire title which I have to the aforesaid land to

1 Jacques Bentin was a member of Van Twiller's council, 1633-37. See Land Patents, GG, 12-20; N. Y. Gen. and Biol. Record, 1918, 49:222.

2 See contract of sale, Thomas Beeche to Cornelis Lambertsen Cool, May 17, 1639, #111.
Willem Adriaensen when said Willem Adriaensen shall have satisfied me. Done this 26th of December A° 1639.

Jacques Bentin

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Power of attorney from John Seals to Isaac Allerton to collect money from George Spencer

Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Jan Celes, an inhabitant here on the island of Manhates, who in the presence of the undersigned witnesses constituted and empowered, as he does hereby, Isaac Allerton, in his, the principal's name to receive and collect from George Spinser the sum of twenty-seven guilders, ten stivers, for which Mr. Alderton, on receiving the money, may grant a discharge; furthermore, [Mr. Allerton] shall have power to sue the above named George Spinser at law and to prosecute the case to the end, either as plaintiff or defendant, [the said Jan Celes] holding as valid whatever shall be transacted herein by the above named Mr. Alderton. Done in Fort Amsterdam, this 28th of December A° 1639, new style.

Tho: Willett

John Seals

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1 George Spencer.
Contract between Barent Dircksen and Cornelis Claessen Swits to exchange horses

[180] Before me, Cornelis van Tienhoven, secretary in New Netherland for the West India Company, in the presence of the undersigned witnesses, appeared Barendt Dircksen, baker, of the first part, and Cornelis Claessen Swits, of the second part, both of whom declared that they had agreed and contracted in the manner and terms hereinafter written.

First, Cornelis Claessen Swits shall deliver to the aforesaid Barent Dircksen a gelding aged next May A° 1640,¹ for which Barendt Dircksen shall deliver to Cornelis Claessen aforesaid a stallion, one year old, next May and the foal with which Barent Dircksen's mare is now pregnant, the risk of which foal Barent Dircksen shall run until he has sown the summer grain. If in [the meantime] the foal happen to die, or the mare [lose the foal], said Barent Dircksen shall pay the said Swits for it the sum of fifty guilders once. For all of which the parties bind their persons and property, movable and immovable, without any exception. In testimony and token of the truth they have signed these presents. Done this last of December A° 1639.

This is the X mark of Barent Dircksen, above named Wybrant Pietersen, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

¹ Thus in O'Callaghan's translation.
Bond of David Pietersen de Vries and Everardus Bogardus as
sureties for Commissary David Provoost for the faithful
performance of his official duties

[181] This day, date underwritten, before me, Cornelis van
Tienhoven, secretary in New Netherland, appeared David Pietersen
of Hoorn, who binds himself, as he does hereby, as surety and
principal for David Provoost in the sum of three thousand five
hundred guilders for his fidelity and true accounting in the
office of commissary of provisions, this day conferred on him
by the director and council. ¹

Likewise, Everardus Bogardus, minister here, binds himself
and all his property, movable and immovable, present and future,
as surety and principal in the sum of fifteen hundred Carolus
guilders for the fidelity and integrity of David Provoost. All
of which is signed without any reservation, guile or deceit.
Done this 5th of January A°. 1640.

Davidt Pietterssen de Vries
Everhardus Boghardus

Acknowledged before me,

Cornelis van Tienhoven, Secretary

¹ See New York Colonial Manuscripts, 4:56. David Provoost
succeeded Claes van Elslant.
Note of Peter Breyley and Abraham Newman in favor of Isaac Abrahamsen

We, the undersigned, Peter Breyley and Abraham Nieuwman, hereby acknowledge that we are well and truly indebted to Isaac Abrahamsen in the amount of one hundred pounds of tobacco, which aforesaid amount of tobacco we, the undersigned, promise to pay within twelve consecutive years from the date hereof, with interest at 8 per cent, the said tobacco to be well cured tobacco and to be paid to the Hon. Director Willem Kieft; for all of which we bind ourselves according to law. Done this 26th of January A°. 1640, in Fort Amsterdam.

This is the mark R of Pieter Breyley, above named

Abraham Newman

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Agreement of Peter Breyley to release Abraham Newman from his obligation to pay 100 lbs. of tobacco in case they dissolve partnership

[182] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Peter Breyley, who promises that when he can no longer agree with Abraham Nieuman and separates from him and when everything that belongs to them in common is apportioned and divided, he, Peter Breyley,
shall release Abraham Nieueman from the payment of the one hundred pounds of tobacco which they must first jointly pay for Isaac Abrahamsen to Director Kieft, all in good faith, without guile or deceit. Done this 26th of January 1640, in Port Amsterdam.

This is the X mark of Pieter Breyley, above named

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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Bond of David Provoost and Jan Jansen Damen as guardians of Jan van Vorst

We, the undersigned, David Provoost and Jan Jansen Damen, chosen this day guardians of Jan van Vorst, promise as honest and honorable men that we shall administer and dispose of the means, effects and patrimony of the aforesaid Jan van Vorst as faithful and upright guardians are bound to do with the property of orphans. Furthermore, that we shall use our diligence to collect all debts and claims which the aforesaid Jan van Vorst may have elsewhere; that, as guardians, we shall earnestly take the same in hand and prosecute and argue his case before all courts, judges and justices to final determination, whether as plaintiffs or defendants. For which we bind our persons and property, movable and immovable, present and future, without any exception. Done this 27th of January A°. 1640.

David Provoost

Jan Jansen Damen

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Declaration of Cornelis Arissen and others that the wife of Hendrick Harmansen abused Huyck Aertsen and attacked him with a sword

[183] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, at the request of Huyck Aertsen, appeared Cornelis Arissen, aged about 30 years, Philip Ceraert, aged about 37 years, Philip Gerritsen, miller, aged 25 years, and Roger Jorissen, aged about 25 years, who jointly testify and certify, in place and with promise of a solemn oath, if necessary, that it is true and truthful that Hendric Harmansen's wife did yesterday berate Huyck Aertsen as a villain, using further many other approbrious and defamatory expressions, drawing a sword on him, Huyck Aertsen, which was taken from her. On account of these and such like words Hendric Harmansen drew his knife on Huyck Aertsen, thrusting at him, Huyck, who threw away his knife in order not to injure any person. All of which the affiants declare to be true and truthful and that this is done by them to bear testimony to the truth, without simulation or favor towards any person.

Done this 31st of January 1640, in Fort Amsterdam.

This is the X mark of Cornelis Arissen

Philippe Phylippus

This is the X mark of Rogier Jorissen
Deed from Hendrick Pietersen from Wesel to Adriaen Pietersen from Alckmaer for a plantation on Manhattan Island

Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Hendrick Pietersen from Wesel, who in the presence of the undersigned witnesses acknowledges that he has conveyed and transferred in full and free ownership to Adriaen Pietersen from Alckmaer his present plantation adjoining the reed marsh beyond Sappokanican, on the island of Manhates, and that with the house and all that is fastened by earth and nail; surrendering to the behoof as aforesaid now and forever all the ownership and control of the aforesaid plantation which he, Hendrick Pietersen, may claim, to wit, as broad along the shore as his land is wide and the marsh of like breadth. In witness and token of the truth this is signed. Done this 3d of February A°. 1640.

Hendrick Pietersen

This is the X mark of Hendrick Pietersen, mason

Maurits Jansen, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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1 Revised from Doc. Bel. Col. Hist. N.Y., 14:27-28, which follows the manuscript translation by E. B. O'Callaghan.
Lease of the plantation of David Pietersen de Vries on Staten Island to Thomas Smith

[185] Before me, Cornells van Tienhoven, secretary of New Netherland, appeared Thomas Smith, who in the presence of the undersigned witnesses acknowledged that he had rented from David Pietersen de Vries his plantation and house situated on Staten Island, for the term of six consecutive years, beginning on the first of January A°. 1640 and ending on the first of January A°. 1646, for which Thomas Smith shall pay as rent to David Pietersen de Vries, or whomsoever may obtain his title, yearly one hundred and fifty pounds of well cured tobacco. Also, if Mr. Smith, or any one for him, should make any improvement in the building now on the plantation [or erect new ones], David Pietersen shall be obliged to receive said improvement to the building at the expiration of the aforesaid six years at the valuation by good and impartial men and pay the said Smith therefor as much as these men shall deem proper. Done this 7th of January 1640, in Fort Amsterdam.

Said Smith is bound to clear land sufficient for 2000 palisades.

Thomas Smyth

Abram Planck
Abraham Page

Witnesses

Acknowledged before me,

Cornells van Tienhoven, Secretary

1 Another translation of this lease is in Doc. Rel. Col. Hist. N.Y., 13:7.
2 The bracketed words have been supplied from the translation referred to in the preceding note.
Bond of Everardus Bogardus and Tymen Jansen as guardians of the children of the late Cornelis van Vorst

We, the undersigned, Everardus Bogardus, minister in New Netherland, and Tymen Jansen, carpenter, chosen this day guardians of the minor and surviving children of Cornelis van Vorst, deceased, hereby promise to manage and administer as faithful guardians the effects and patrimony of the aforesaid minor children as is customary and ought to be done with orphans' property; to protect their interests in all cases where they have a right, to sue for the recovery of property belonging to them and either as plaintiffs or defendants to prosecute the case before all courts, judges and justices; for all of which we bind our persons and property according to law. Done this 7th of February 1640, in Fort Amsterdam.

Everhard\textsuperscript{8} Boghardus, Eccl. Manahat.

This is the X mark of Tymen Jansen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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Bond of Claes Jansen Ruyter for the return of goats to Andries Hudde

Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Claes Jansen Ruyter,\textsuperscript{1} who binds himself as surety and principal for the restitution of three milch goats which Anthony Jansen from Salee must deliver to Andries Hudde now,

\textsuperscript{1} For a biographical sketch of Claes Jansen Ruyter, see Van Rensselaer Bowier MSS., p. 816; J H. Innes, New Amsterdam and its People, pp. 167-69, and article by John Reynolds Totten in N. Y. Gen. and Biog. Record, 1934, 65:122-31
which goats shall be at the disposal of the said Hudde for three consecutive years from the date hereof, without [his] being at liberty to alienate them to any other person. And in case the above named Claes Jansen be found unable to restore the above mentioned goats as surety, I, Everardus Bogardus, become surety for Claes Jansen on the aforesaid conditions. Done this 13th of February 1640.

E. Boghardus, Ecol. Manahat. I, Claes Jansen
Acknowledged before me,
Cor. V. Tienhoven, Secretary

Lease of the Company’s farm at Hoboken to Aert Teunissen from Putten

[187] Before me, Cornelis van Tienhoven, secretary residing in New Netherland for the General Chartered West India Company, chamber at Amsterdam, appeared Willem Kieft, director general, of the first part, and Aert Teunissen from Putten of the second part, who in the presence of the undersigned witnesses declared that they had amicably agreed and contracted about the [lease of the] farm situated at Hoboken, belonging to the honorable directors of said Company, on the conditions and terms hereinafter written, to wit:

The honorable director above named acknowledges that he has leased the aforesaid farm to the said Aert Teunissen, who also acknowledges that he has rented the same, for the term of twelve consecutive years, the lease commencing \( A^0 \, 1641 \), the [ ] and terminating \( A^0 \, 1653 \); provided that the honorable director
is bound to have a small house erected on said farm and in the summer to have a dwelling house and barn with a hay barrack constructed at the Company's expense, which Aert Teunissen, or whoever may obtain his interest, shall be obliged to keep in repair at his expense during the aforesaid twelve months\(^1\) and which shall be the property of the owner at the expiration [of the lease], without [his] making any compensation therefor. Likewise, all the grain that is at present sown on said farm shall remain for the benefit of the lessee. For which [farm] Aert Teunissen shall annually pay as rent to the honorable director above named, or to the Company's agent, the fourth sheaf with which God Almighty shall favor the field, to be received on the field in sheaves or as shall be deemed most profitable to the Company. All this in good faith, under [mutual] obligation according to law. Done this 15th of February 1640, in Fort Amsterdam.

This is the X mark of Aert Teunissen from Putten

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Lease from David Provoost to Thomas Broen of a plantation on Manhattan Island

[188] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland, appeared David Provoost, commissary of provisions, of the first part, and Thomas Broen, of the second part, who in presence of the under-signed witness acknowledges that he has leased from David Provoost,

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\(^1\) Thus in O'Callaghan's translation. Evidently an error for years.
who also acknowledges that he has rented to the above named Broen cum sociis, his plantation situated on the island of Manhates, with the dwelling house standing thereon, for the term of three consecutive years, on the conditions and terms hereinafter written, to wit:

Thomas Broen shall have the choice of such land as he may think most suitable for him, except the land that has been cleared for the lessor; the rest of the land remains at the disposal of the lessor. The lessee shall also have the benefit of the land which is now sown with rye, for which he is to spade up and weed the lessor's garden as if it were his own. Furthermore, the whole of the land appertaining to the above mentioned plantation shall be fenced at the expense of the lessor and the lessee, each [bearing] one half, and that as soon as possible. Likewise, the lessor delivers the small house, a grindstone, an axe, an adze and a spade, all of which the lessee is bound to return undamaged to the lessor at the expiration of the lease. For all of which the parties bind themselves according to law.

Done this 16th of February 1640, in Fort Amsterdam.

David Provoost

This is the X mark of Thomas Broen

Balthir Laurton¹

¹ Thus in O'Callaghan's translation. Apparently intended for Balthus Laurensen.
Promissory note of Hans Schippur and Jacob Jacobsen Roy to Jacob Swart and Thomas Thomassen

We, the undersigned, Hans [Schippur] and Jacob Jacobsen Roy, acknowledge that we are well and truly indebted, each one as principal, to Jacob Swart and Thomas Thomassen from Utrecht in the sum of eighty Carolus guilders, which we promise to tender and pay free of costs and charges to the above named Jacob Swart cum sociis in September of this present year A° 1640, for which we bind our persons and property, movable and immovable, present and future, without exception, submitting the same to all courts, judges and justices, all in good faith. [in witness whereof] this is signed by us, this 20th of February 1640.

Hans Schippur

This is the X mark of Jan Jacobsen Roy

Acknowledged before me,

Cor: van Tienhoven, Secretary

Promissory note from Gerrit Jansen to Barent Dircksen

Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Gerrit Jansen from Oldenburgh, who in the presence of the undersigned witnesses acknowledges, as he does hereby acknowledge, that he is well and truly indebted to Barent Dircksen, baker, in the sum of two hundred and thirty-two guilders, ten stivers, being the balance of grain rent which he,

1 Name destroyed in O'Callaghan's translation.
2 Thus in O'Callaghan's translation. The Calendar of Historical Manuscripts, 1:12, has "81 car. guilders."
Gerrit Jansen, upon adjustment of their accounts was owing. He, the appearer, promises to pay the aforesaid sum of money to Barent Dircksen of his order in three instalments, to wit, the first payment A° 1641, on the first of January; the second payment on the first of January A° 1642, [and the last] on the first of January A° 1643; for which he, Gerrit Jansen, binds all his cattle, which he will not be at liberty to alienate to any other person without satisfying Barent Dircksen; also all his other property, movable and immovable, present and future, without any exception, under submission to all courts, judges and justices; all in good faith, without guile or deceit, this is signed. Done this

This is the X mark of Gerrit Jansen from Oldenburgh

This is the X mark of Laurens Duyts

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Contract between Pieter Montfoort and Cicero Pierre Alberto to work alternately on each other's plantations

[191] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Pieter Montfoort and Cicero Pierre,¹ who acknowledged, as they do hereby, that they have amicably agreed and contracted as follows:

¹ Date not given.
¹ Cesare Pietro Alberto.
Pieter Montfoort shall assist Pieter Cicero in working, planting and fencing his land adjoining said Montfoort's plantation and further aid him in performing whatever else is necessary to be done on said land, provided that said Montfoort shall share the half of the profit and loss resulting therefrom.

Secondly, Cicero Pierre shall in return assist the aforesaid Montfoort on his own plantation in the manner aforesaid and equally share the profit and loss, on the express condition that in the year 1640 both of them shall plant on Montfoort's plantation and in the year 1641 on the aforesaid Cecero Pierre's plantation aforesaid, in the year 1642 on said Montfoort's land and in year 1643 on Cecero Pierre's plantation, provided as written above that each of them shall with the other share and bear the profit and loss during the aforesaid four years. And if it should happen during the term of four years that one or the other of the aforesaid parties, from perverseness or any other cause, be it what it may, came to violate the foregoing provisions, he shall forfeit one hundred Carolus guilders for the benefit of him who observes the contract to the end of the term. For all of which they bind their persons according to law. Done this 3d of March A° 1640, in Fort Amsterdam.

This is the X mark of Pieter Montfoort, above named
This is the X mark of Cecero Pierre, above named

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Receipt of Tobias Tonissen and Willem Fredericksen for payment in full by Johannes La Montagne for their services on the farm called Vredendael

[192] We, the undersigned, Tobias Tonissen and Willem Fredericksen, hereby acknowledge that we have been satisfied, paid, well treated and used by Mr. La Montaenge during our three years' service on the farm called Vredendael and we therefore discharge the above named La Montaenge and his heirs from all claims and demands which we may have to this date. In witnesse and token of the truth, this is signed by us this 5th of March A° 1640, in Fort Amsterdam.

This is the X mark of Tobias Tonissen, above named

Indenture of service of Thomas Wesson to Jan Pietersen van Housem

I, the undersigned, Thomas Wesen, acknowledge in presence of the undersigned witnesses that of my own free will I have entered the service of Jan Pietersen van Housem for the term of three consecutive years and seven months, to be employed by him in all services and work in which he may have need of me, promising to demean myself in his employ as a good, faithful and honest servant is bound and ought to do. In case of bad or unwilling service, the aforesaid Jan Pietersen need not pay any more than two good and impartial men shall deem just, but should the aforesaid Thomas Wiesen perform his contracted service

1 Apparently a Dutch spelling of the name of Husum, a town in Schleswig.
honestly and faithfully, as a good servant ought, he shall annually pay to Thomas Wiesen the sum of forty guilders Holland money. In testimony and token of the truth this is signed by Thomas Wiesen aforesaid, this 5th of March 1640, stilo novo, in Fort Amsterdam.

Thomas Wesson

Johan Hathaway, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Certificate of good character of Cornelis Cornelissen, chief boatswain of the Angel Gabriel

[193] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Melis Pietersen, aged about 28 years, Adriaen Tonissen, aged about 23 years, and Abraham Jansen, who jointly, in the presence of the undersigned witnesses, at the request of Cornelis Cornelissen, chief boatswain of the ship named The Angel Gabriel, declare, testify and certify, in place and with promise of a solemn oath if need be, that it is true and truthful that during the voyage from the fatherland hither on the ship The Angel Gabriel we found in the aforesaid chief boatswain nothing but what one ought to observe in a chief boatswain, declaring further that he exhibited fidelity and activity in all his work, so that we have nothing in any way to say against
him or his work. Persisting in our declaration, we declare that we have done this without simulation or regard of persons, solely to bear testimony to the truth. Done this 6th of March A° 1640.

This is the X mark of Melis Pietersen
This is the X mark of Adriaen Tonissen
Abraham Jass

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Declaration of Pieter Wyncoop respecting hay in the possession of Barent Dircksen

[194] Before me, Cornelis van Tienhove, secretary in New Netherland, appeared Pieter Wyncoop, aged 24 years, who at the request of Leendert Arentsen declares, testifies and attests, as he hereby does, in place and with promise of a solemn oath if necessary, that it is true and truthful that he has heard Barent Dircksen, baker, say that one-half of the hay in the stack in front of the door belongs to Volckert Eversen, provided that he had also to pay one-half of the expenses, amounting to between 14 and 15 florins. Likewise, it is known to him, the deponent, that Leendert Arentsen has drawn some straw and chaff from said Barent Dircksen, without knowing how much. Done this 9th of March 1640, in Fort Amsterdam.

Pieter Wyncoop

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Protest of Director Kieft as agent of Hendrick Hamel against Andries Hudde for loss of goods sent by the ships Herring and Angel Gabriel, with Hudde's answer

I, Willem Kieft, director general in New Netherland for the General Chartered West India Company, as attorney of the Hon. Henric Hamel, director of said Company, notify you, Andries Hudde, that whereas the goods laden in the ships Herring and Angel Gabriel, which arrived here on the 7th of July and 25th of September, lie here unprofitable and some of them have already been taken away here and there without the money being paid according to the bottomry bond copied below, word for word; therefore, I hereby summon and warn you to observe the same in its entirety, in default whereof I protest most expressly against all loss and damage already suffered or still to accrue, inasmuch as the duffels and cloth are spoiling. I therefore shall have them sold to the best advantage of Mr. Hendric Hamel, and if you remain negligent, all loss and damage will be levied on you.

Hudde answers that the above named Hamel did not send the goods in proper season, according to his promise, as per the bottomry bond, for the trading season was past, to the great damage of said Hudde.

The Hon. Willem Kieft protests as above and said Kieft will sell the goods to the best advantage of the Hon. Hendrio Hamel.
Done this 14th of March 1640, in Fort Amsterdam, in presence
of the undersigned witnesses.

W. Kieft
A. Hudde

Oloff Stevensen

This is the X mark of Tonis Cray

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Certificate of Ulrich Lupoldt and Jacob van Curler that David Pietersen de Vries shipped a case of beavers in 1639

[195] We, the undersigned, Ulrich Lupoldt, late fiscal, and Jacob van Curler, commissary of cargoes, declare and certify, as we do hereby in place and with promise of a solemn oath if need be, at the request of David Pietersen de Vries, that in the month of April A° 1639 he shipped in the ship called Love, Martin Cael of Ootssanen, skipper, a case marked as in the margin, wherein were packed one hundred and seventy-one merchantable beavers consigned by said David Pietersen to Mr. Frederic de Vries. Concluding herewith their declaration, the

1 Teunis Cray, from Venlo, in the province of Limburg, Netherlands. For a sketch of his career, see John H. Imes, New Amsterdam and Its People, pp. 81-90.
2 The Dutch name was De Liefde.
3 Frederic de Vries was secretary of the city of Amsterdam and in 1638 entered into partnership with David Pietersen de Vries for the establishment of a colony on Staten Island. See D. P. de Vries, Korte Historiael, 1655, p. 147; reprinted by Linschoten Vereeniging, 1911, p. 229.
deponents persist that the same is true and truthful and made by them in order to bear witness to the truth, which every one is bound to do, especially when requested so to do. Done the 20th of March A° 1640, in Fort Amsterdam in New Netherland.

Jacobus van Curler

Ulrich Lupoltt

Power of attorney from Harman Meyndertsen van den Bogaert to Carel Looten to collect money due to him from the West India Company

Before me, Cornelis van Tienhoven, secretary of New Netherland, in the presence of the undersigned witnesses, appeared Harman Myndertsen van de Bogaert, surgeon, who appoints and empowers, as he does hereby, Mr. Carel Looten, merchant residing in the city of Amsterdam, to collect in his, the principal's, name from the honorable directors of the West India Company, chamber of Amsterdam, all such wages and board money as the principal has earned from the 21st of March 1630, when he sailed from the Texel on the ship De Eendracht, Jan Brouwer, skipper, arriving on the 24th of May following here in New Netherland, to the first of February A° 1633, as appears by the Book of Monthly Wages, which was sent over and which shows a debit account only, without any credit for wages or board money; the principal holding valid whatever shall be transacted herein by the above named Carel Looten, who is empowered to give receipt

1 Charles Loten, a chief participant and director of the West India Company. See Johan E. Elias, De Vroedschap van Amsterdam, 2:708.
and to act further as necessity may require. Done this 22d of
March 1640, in Fort Amsterdam in New Netherland.

Hamanus A. Booghardii

Wybrant Pietersen

Ulrich Lupoldt

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Receipt of Ulrich Lupoldt for goods in the public store
delivered to him by his predecessor

[196] I, the undersigned, Ulrich Lupoldt, commissary of
merchandise for the West India Company in New Netherland, hereby
acknowledge that for the account of the aforesaid Company I have
received to my full satisfaction from Wybrant Pietersen, late
commissary, the sum of twelve thousand, nine hundred and forty-
five guilders, three stivers, six farthings, being the [value
of the] balance of merchandise delivered to me by said Wybrandt
Pietersen, of which I promise to render a full and true account
to the Hon. Director Willem Kieft, or the Company's agent,
except that the Company's account is to be reduced by so much as
the weights and measures may be found to be less than the entries
call for. Done this 27th of March A0, 1640, in Fort Amsterdam
in New Netherland.

Ulrich Lupoldt

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Power of attorney from Cosyn Gerritsen from Putten to his brother Aert Gerritsen to collect a legacy from his aunt Susanna

[197] Before me, Cornelis van Tienhoven, secretary of New Netherland for the General Chartered West India Company, appeared Cosyn Gerritsen from Putten, known to me, the secretary, who in the presence of the undersigned witnesses appoints and empowers, as he does hereby, his brother Aert Gerritsen to collect in his name from the appointed administrators of the estate left by his aunt Susanna, in her lifetime residing at Hoorn, the sum of one hundred Carolus guilders Holland currency, belonging to him, the principal, as a legacy bequeathed by his aforesaid aunt for the behoof of the said Cosyn Gerritsen; the principal holding valid whatever shall be transacted herein by his aforesaid brother Aert Gerritsen, who is empowered to give receipt, [to institute legal proceedings] and to prosecute the case to the end, either as plaintiff or defendant, and further to dispose of the matter as circumstances may require. Done in Fort Amsterdam in New Netherland, this 28th of March A° 1640.

This is the X mark of Cosyn Gerritsen from Putten

Maurits Jansen

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Certificate of birth of Aeltje Hudde, lawful heir of Andries Hudde

Before me, Cornelis van Tienhoven, secretary residing in New Netherland for the Chartered West India Company, appeared Mr. Nicolaes van Elslant and Mr. Wybrant Pietersen,¹ who at the request of Mr. Andries Hudde jointly certify and declare, in place and with promise of a solemn oath if need be, that to their own knowledge it is true and truthful that the above named Mr. Hudde has by his wife procreated a lawful heir, to wit, a daughter, named Aeltje Hudde, at present four weeks old.²

Claes van Elslant
Wybrant Pietersen

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Agreement of Claes Groen and Pieter Lievesen to herd the goats of Tymon Jansen and others

[198] Before me, Cornelis van Tienhoven, secretary of New Netherland for the Company, appeared Claes Groen and Pieter Lievesen, who have agreed with Tymon Jansen, Pieter Cornelissen and Philip de Truy to herd all their goats during one year for one a year for each goat and buck,¹ the goats to run about every day, be the weather good or bad. All of which they promise

¹ Wybrant Pietersen, commissary of store goods in 1638, was probably a relative of Hudde's wife, Geertuyt Wybrants Bornstra; see # [5]
² The date of the certificate is probably the same as that of the preceding document on the same page, March 38, 1640.
¹ Thus in O'Callaghan's translation. The meaning is probably: for one guilder a year for each goat or buck.
faithfully to perform, agreeing to take care of the goats and
bucks as if they were their own and if any accident occurs in
the woods they shall produce proper evidence and proof thereof.
Done the 4th of April A0. 1640.

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Will of surgeon Jan Pietersen van Essendelft

[199] In the name of the Lord, Amen. Before me, Cornelis
van Tienhoven, appointed secretary in New Netherland for the
Chartered West India Company, appeared Jan Pietersen van
Essendelft 1 at his house in Fort Amsterdam, lying sick in bed,
yet in full possession of his memory, understanding and speech,
who, reflecting and meditating on the shortness of human life
and that nothing is more certain than death and nothing more
uncertain than the hour thereof, commends his soul into the
hands of Almighty God, who has created and formed heaven and
earth and all that has received life out of nothing, and his
body to a Christian burial. Further, being desirous to anticipate
the uncertainty of death by certain testamentary disposition and
while living to dispose by last will of his sailor's clothes and
of his earned monthly wages due him by the honorable West India

1 Probably intended for van Assendelft, which is a well
known family name in Holland. It is possible, however, that
Jan Pietersen came from Assendelft, which is the name of a
village in the province of North Holland and also the name of
a village in the province of North Brabant. Jan Pietersen van
Essendelft was engaged by the West India Company on June 3, 1638,
as "Barbier om de Suyt," meaning "surgeon at the South river,"
at fl. 10 a month, commencing on July 10, 1638. N.Y. Col. MSS.,
4:10.
Company, he, the testator, accordingly gives and bequeaths to Gerrit Bartelsen, who attended him in his sickness, the sum of twenty guilders, his chest, with two coverlets, one pillow and one otter; to Claes Groen one sheet; to Martin Harmanse, mason, two pairs of stockings, one blue under-shirt and one blue pea-jacket; and to Karsten Jansen two woolen and one pair of linen breeches. Master Hans Kierstede shall after [the testator's] death take possession of all the surgical instruments belonging to him, the testator, and dispose thereof as his own forever. He, the testator, also gives and bequeaths to his brother Adriaen Pietersen and his sister Anna Pietersen all such monthly wages as the honorable Company shall owe him after his death. All of which he, the testator aforesaid, declares to be his last will and testament, [desiring] that the above named persons shall possess the goods left to each of them as a legacy as their own property and praying and requesting that these presents may have effect and be valid before all courts, judges and justices. Done this 10th of April A°- 1640, in Fort Amsterdam in New Netherland. This is signed by the testator and the subscribing witnesses.

Jan Pietersoon

Ulrich Lupoltt, witness
Dabid Provoost, idem
Lease by Claes Jansen of three horses belonging to the Company

[200] This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the Chartered West India Company, appeared Claes Jansen, baker, who in the presence of the undersigned witnesses acknowledges that he has received and hired from the Hon. Willem Kieft, director general here for the said Company, three mares sent over by the honorable directors in the ship Fire of Troy for which he, the lessee shall annually pay to the honorable directors aforesaid, or to the Company's agent, as rent, exclusive of half the increase, fifteen schepels of wheat for each mare, provided that the lessee shall have the use of the said horses for six consecutive years, beginning the first of August A°. 1639 and ending the first of August A°. 1645. The risk of death shall be borne [jointly] by the lessee and the honorable Company aforesaid, on condition that at the expiration of the six years the director, or whoever may hereafter succeed to his place, on the Company's behalf, shall first take three mares and then divide equally the remaining increase which by God's blessing shall be bred from the aforesaid three mares, one-half for the benefit of the lessee and the other half for the benefit of the Company. In

1 The Dutch name of the ship was De Brandt van Troven. It was an armed private vessel, which was chartered by Jochem Pietersen Kuyter in 1639.
witnesses and token of the truth this is signed by the lessee
and the witnesses hereto invited. Done this 16th of April
A° 1640, in Fort Amsterdam. 2

Declaration by Claes Cornelissen and Marten Harbersen about the
sale of Maryn Adriaensen's plantation on Manhattan Island

This day, date underwritten, before me, Cornelis van
Tienhoven, secretary in New Netherland, at the request of
Hendric Pietersen, mason, personally appeared Claes Cornelissen
from Schouw, 1 aged about 35 years, and Marten Harbersen, aged
26 years, who jointly declared, in place and with promise of a
solemn oath if need be, that it is true and truthful that on
the last of April Hendric Pietersen aforesaid, being drunk,
purchased from Maryn Adriaensen his plantation situated on the
island of Manhates, on condition that he, Maryn, must grant
said plantation to the above named Hendric Pietersen forever
and as an hereditary possession. Also, that not only said
Hendric was drunk, but that likewise he, Maryn, and the entire
company were not very sober. All of which the deponents declare

2 Not signed.
1 Schouwen, an island in the province of Zeeland, Netherlands,
commonly called the "Land-van-Zierikzee." Claes Cornelissen
Schouw received a patent for land on Long Island on Nov. 14, 1642.
See Doc. Bel. Col. Hist. N. Y., 14:41 He was apparently the
same person as Claes Cornelissen Neutelaer (Neutelaer, Notelaer),
who is referred to in the same volume, pp. 63, 64, 147, 483.
His mark is the same as that of Claes Cornelissen, of Amersfoort,
L. I., whose age is given on Feb. 19, 1664, as 67 years. See
to be true. Done this 5th of May A0 1640, in Fort Amsterdam.

This is the M mark of Martin Harbersen, above named

This is the X mark of Claes Cornelissen from Schou

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Declaration by Andries Thomassen and Hans Neilsen as to the disposition of his effects made by John Cook, an English soldier in the service of the Company

[201] This day, date underwritten, before me, Cornelis van Tienhoven, resident secretary in New Netherland for the honorable West India Company, at the request of Jems Hil, 1 appeared Andries Tomasssen, aged 30 years, and Hans Nelissen, aged about 29 years, who jointly declare, in place and with promise of a solemn oath if need be, that it is true and truthful that they, being in Fort Amsterdam at the sickbed of Jan Cook, an English soldier, heard said Jan Cook say that Jems Hil should take of him on his sickbed and in case he came to depart out of this world the said Jems Hill should have and receive for his services and trouble all such monthly wages as may be due to him by the honorable West India Company for his service both in Brazil and in the West Indies and that after the death of the above named Jan Cook the said Jems Hil should pay to the soldiers who were quartered with him the sum of ten Carolus guilders All of which the deponents declare to be true and truthful and that this is done neither in favor nor to the prejudice of any

1 James Hill.
person, only to bear witness to the truth. Done this 22d of May A°. 1640, in Fort Amsterdam in New Netherland.

Hanns Neillsen, with his own hand
Andars Tommassen, with his own hand

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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Lease by Egbert Woutersen of three cows and three mares of the West India Company

This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Egbert Woutersen, residing at Jan de Lacher's hook, 1 who in the presence of the undersigned witnesses acknowledges that he has hired three cows and three mares sent to New Netherland by the honorable the directors of the Chartered West India Company in the Fire of Troy, of which he acknowledges the receipt from the Hon. Director Willem Kleft. The lease begins on the first of August A° 1639 and ends on the first of August A° 1645, during which aforesaid six years he shall pay as rent to the director or the Company's agent yearly for each horse fifteen schepels of wheat and for each cow twenty-five pounds of good butter, on the express condition that the Company and the lessee shall jointly bear the risk of death; it being further provided that at the expiration of the six years the honorable director aforesaid or his successor

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1 A tongue of land just south of Hasimus or Mill creek, Pavonia.
shall take away three mares and three cows and that the remain­ing cattle which by God's blessing shall be bred from the above mentioned animals shall be shared and divided equally between the Company or its agent and the lessee, one-half for the benefit of the Company and the other half for the benefit of the lessee. In testimony and token of the just truth this is signed by the lessee and the subscribing witnesses Done in Fort Amsterdam, this 20th of June A° 1640.²

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Lease by Jan Evertsen Bout of three cows imported by the West India Company

[202] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Jan Evertsen Bout, who in the presence of the undersigned witnesses acknowledged that he had hired and received from the Hon. Director Willem Kieft three cows sent to New Netherland by Messrs. the directors in the ship Fire of Troy, and that for the term of six consecutive years, commencing the first of August 1639 and ending the first of August A° 1645. For the rent of which aforesaid cows the lessee shall annually pay to the honorable director aforesaid, or to the Company's agent, twenty-five pounds of good butter, with the express condition and stipulation that the honorable Company and Jan Eversen aforesaid shall jointly bear the risk of death of the aforesaid cows. Furthermore, at the expiration of the aforesaid six years the director, or whoever acts for

² Not signed.
the Company, may take first three cows from the increase and the
remainder which is left shall be shared and divided half and half by
the Company and the lessee. In testimony of the truth this is signed
by the lessee and the witnesses hereto invited. Done this 20th of
June A° 1640, in Fort Amsterdam in New Netherland.¹

Lease by Jan Pietersen van Hoesem of three cows and three horses
belonging to the West India Company

[203] This day, date underwritten, before me, Cornelis van
Tienhoven, secretary in New Netherland for the General Chartered
West India Company, appeared Jan Pietersen van Housen, who in the
presence of the undersigned witnesses acknowledges that he has hired
and received from the Hon. Director Willem Kieft, residing in New
Netherland for the honorable directors aforesaid, three horses and
three cows for the term of six consecutive years, beginning the first
of August A° 1639 and ending the first of August A° 1645, for which
Jan Pietersen shall annually pay during the lease to the above
mentioned director, or to the Company's agent, for each horse fifteen
scheepels of hard corn and for each cow twenty-five pounds of good
butter, on condition that the risk of death of the aforesaid cattle
shall be in common, to wit, the Company and the lessee [each bearing]
one-half. Furthermore, on the expiration of the aforesaid lease, the
Company shall be at liberty to take away from the increase of the
above mentioned cattle the number of animals above mentioned and the
remaining animals which through God's blessing will be bred from them
shall be divided half and half by the honorable Company and the

¹ Not signed.
lessee. In testimony and token of the truth this is signed by the lessee and the witnesses. Done the 20th of June 1640, in Fort Amsterdam in New Netherland. 1

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Lease by Tonis Cray of two cows belonging to the West India Company

[204] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the Chartered West India Company, appeared Tonis Cray from Venlo, who in the presence of the undersigned witnesses acknowledges that he has hired and received two cows sent to New Netherland by the directors of the West India Company in the ship Fire of Troy, on the conditions and terms hereinafter written. The lease begins on the first of August A0 1639 and shall end on the first of August A0 1645, [during which time] Tonis Cray shall annually pay to the honorable director, or to the Company, as rent for the aforesaid two cows, fifty pounds of good butter, provided that the risk of death shall be in common, one-half [to be borne] by the Company and the other half at the risk and peril of the lessee. At the expiration of the aforesaid six years the honorable director, or the Company's agent, shall take away two cows, as good as these now are, and the remainder which by God's blessing will be bred from them shall be shared and divided equally by the honorable Company and the lessee. Done this 20th of June A0. 1640, in Fort Amsterdam in New Netherland. 1

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1 Not signed.
1 Not signed.
Lease by Jeurlaen Rudolph of two cows belonging to the West India Company

[204] I, the undersigned, Jeurlaen Rudolff, sergeant, acknowledge that I have hired and received from the Hon. Mr. Willem Kieft, director General of New Netherland, two cows arrived by the Fire of Troy, belonging to the honorable directors of the Chartered West India Company, chamber at Amsterdam, on the conditions hereinafter written. The lease of the aforesaid cows begins on the first of August A° 1639 and ends on the first of August A° 1645, being six consecutive years, [during which the lessee] is to pay each year as rent fifty pounds of good butter, the risk of death being in common between the honorable Company and the lessee. Furthermore, at the expiration of the aforesaid six years, the Company, or its agent, shall first choose two cows and the remainder which will be bred from the above mentioned cattle shall be shared and divided half and half by the lessee and the Company. Done the 20th of June A° 1640, in Fort Amsterdam in New Netherland. 1

Lease by Hendrick Pietersen from Wesel of two cows belonging to the West India Company

[205] Before me, Cornelis van Tienhoven, secretary in New Netherland for the General Chartered West India Company, appeared Hendric Pietersen from Wesel, who acknowledges that he has received and hired from Willem Kieft, director general residing here for the aforesaid Company, two cows sent to Netherland in the ship Fire of Troy by the honorable directors of said Company, 

1 Not signed.
on the conditions and terms hereinafter written.

First, the aforesaid director leases the aforesaid two cows to Hendric Pietersen for the term of six consecutive years, commencing on the first of August 1639 and ending on the first of August 1645, for which the lessee shall pay yearly as rent fifty pounds of good butter, provided that the risk of death is incurred by the honorable Company and the lessee, each one half. Furthermore, at the expiration of the aforesaid term the honorable Company may first choose two cows of as good quality as these, and the remainder which by God's blessing may be procreated from the aforesaid two cows shall be divided and owned by said Company and the lessee, each the half, without either party claiming anything else. Done this 20th of July A° 1640, in Fort Amsterdam in New Netherland.¹

Bond of Pieter van de Linde to the deacons of New Amsterdam

[206] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the Chartered West India Company, appeared Peter van de Linde, an inhabitant of this province, who to the knowledge and in the presence of the undersigned witnesses acknowledges for himself, his heirs and successors that he is well and truly indebted to the deaconry of New Netherland in the sum of fifty Carolus guilders, computed at 20 stivers Holland currency to the guilder, which sum of money he, the appearer, acknowledges having received to his full satisfaction and contentment from the deacons on the 2d of September 1639; promising therefore that he will honestly tender and pay the aforesaid

¹ Not signed.
deaconry or its order, with the interest at five percent per annum, payable on the 2d of September A° 1640, free of costs and charges, without any objections or exception. For all of which he, the appearer, as principal, and Everardus Bogardus, minister in New Netherland, as surety and co-principal for the above named van de Linde, bind their persons and properties, movable and immovable, present and future, without any exception, under submission to the Provincial Court of Holland, Zeeland and West-Friesland, and all other judges and justices. All in good faith, this is signed, without guile or deceit, by the principal, the surety and the witnesses Done this 20th of June A° 1640, in Fort Amsterdam.¹

Bond of George Bappaille to the deacons of New Amsterdam

Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Gorge Rappaelje, an inhabitant of this province, who acknowledges for himself, his heirs and successors that on the 8th of September A° 1639 he received from the deaconry in New Netherland to his full satisfaction and contentment the sum of sixty Carolus guilders, computed at twenty stivers the guilder. He, the appearer, therefore promises to pay the aforesaid sum honestly and faithfully to the aforesaid deaconry, with the interest at five percent per annum, redeemable interest,¹ free

¹ Not signed.
¹ A translation of the Dutch term losrente, applying to a loan of which the payment may be demanded by the creditor, as distinguished from eeuwige en onlosbare rente, which can be discharged only at the option of the debtor.
of costs and charges, without any exception or gainsay, for which he, the appearer, for himself as principal, and Hendric Pietersen, mason, as surety and co-principal, bind their persons and properties, movable and immovable, present and future, without any exception, submitting the same to the authority of all courts, judges and justices. In testimony whereof this is signed, without guile or deceit, by the principal, the surety and the witnesses, in Fort Amsterdam in New Netherland, this 20th of June A° 1640.

This is the X mark of Gorge Bapaelje, aforesaid

Lease from Jeuriaen Hendricksen to Jacob Vernu of a tobacco plantation

[208] Before me, Cornellis van Tienhoven, secretary in New Netherland for the Chartered West India Company, appeared Jeuriaen Hendricksen from Ossenbrugge,¹ who leases to Jacob Vernu, who also acknowledges that he has rented, a dwelling house, a tobacco house, 24 feet wide and 50 feet long, and as much land as he, Vernu, shall need for the planting of tobacco. Which above named Vernu hereby binds and obligates himself to employ at least two servants beside himself on the aforesaid plantation, for which he shall annually pay as rent to Jeuriaen from Ossenbrugge, or whoever may acquire his right, 200 pounds of tobacco, and for each servant man, whether there be two or more, 100 pounds of tobacco; provided that the lessee as tenant

¹ The old Dutch name for the city of Osnabrück, in Hanover.
aforesaid shall occupy the aforesaid house and land for ten consecutive years, during which years the lessee shall be exempt from all tithes, rates and taxes, which are to be paid by the lessor, on condition that he, Vernu, shall keep the house, etc., in proper repair at his own expense and at the expiration of the ten years restore everything to the owner in good condition. All in good faith, without guile or deceit. In testimony whereof this is signed by the respective parties and the witnesses hereto invited. Done in Fort Amsterdam, this 3d of July 1640, in Fort Amsterdam in New Netherland

This is the X mark of
Jeuriaen from Ossenbrugge

Declaration by Jan Pietersen van Housem as to a statement made by Thomas Bescher

[209] Before me, Cornelis van Tienhoven, secretary in New Netherland for the General Chartered West India Company, appeared Jan Pietersen van Housem, aged 35 years, who at the request of Cornelis van der Hoykens, fiscal, declared, testified and certified, as he does hereby in place and with promise of a solemn oath if need be, that it is true and truthful that on the 8th of June last, the deponent being on the land of Thomas Bescher, situated on the bay, he heard the above named Beets Say: "I shall not live a fortnight." Whereupon Jan Pietersen said: "Why do you speak thus? It is imagination." Said Thomas Bescher, continuing, said: "I know well that I shall not live a fortnight, or a month at the longest." All of which he, the

1 He signs himself "Thomas Beeche."
deponent, declares to be true and truthful and that this is stated by him to bear witness to the truth, neither in favor nor to the injury of any one. Done the 10th of July A°. 1640.

This is the X mark of Jan Pietersen, above named

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Lease by Jacques Bentin of two horses belonging to the West India Company

[210] Before me, Cornelis van Tienhoven, resident secretary in New Netherland for the General Chartered West India Company, appeared the Hon. Wilhelmus Kleft, director general for the said Company, of the first part, and Jaques Bentyn, late schout here, of the second part, who acknowledge in the presence of the undersigned witnesses that they have amicably agreed and contracted about the hire of a stallion and a mare brought here from Curacao by the ship Neptune, on the conditions and terms hereinafter written.

The honorable director aforesaid leases to said Bentyn, who also acknowledges that he has hired and received the aforesaid two horses, for the term of six consecutive years, beginning on the date hereof, provided that the Company shall run the risk of death until the first of May A° 1641, and said Jaques Bentyn shall be exempt from rent for the first two years and during the remaining four years pay annually to the honorable director aforesaid, or to the Company's agent, as rent for each horse, fifteen schepels of hard corn. And if it should happen, which God forbid, that the mare should die without offspring, Jaques Bentyn shall pay two hundred and fifty guilders for the said mare.
In like manner, if the stallion should happen to die after May A° 1641, he shall pay for the same one hundred and fifty guilders, [but if] the Company runs half the risk of death, then, in such case, not more than one half of the stipulated sum is to be paid to the Company by Bentyn, it being well understood that if, by God's blessing, there should be any increase from the aforesaid mare, he, Bentyn, shall make good the loss of the old horses out of the increase. Furthermore, on the expiration of the aforesaid six years Bentyn shall deliver back the two horses as now received and the increase shall be divided half and half between the parties and if, as set forth above, the old horses die, two shall first of all belong to the Company out of the increase. In testimony whereof this is signed by the parties Done this 6th of August A° 1640, in New Netherland.

Jacque Bentin

Gouert Loockemans
Willem Adryansen

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Lease by Willem Adriaensen of two horses belonging to the West India Company

[211] I, the undersigned, Willem Adriaensen, hereby acknowledge that I have this day received from the Hon. Willem Kieft, director general in New Netherland, one stallion and one mare on the same conditions as Jacques Bentyn has agreed to with the aforesaid director, according to the preceding contract, promising to observe the same in whole or in part, as well in
regard to the rent and the risk, as in regard to the half of the increase and the division thereof at the end of the six years, beginning on the date hereof. In testimony and token of the truth this is signed by me in presence of the subscribing witnesses. Done this 2d of August A° 1640, in Fort Amsterdam in New Netherland.

Willem Adryaensen

Jacques Bentin
Gouert Loockemans

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Lease from Thomas Sanders to Jan Thomasen of a farm near Werpoes on Manhatten Island

[212] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared in the presence of the undersigned witnesses Jan Tomassen from Amsterdam, cadet, who acknowledges that he has hired from Thomas Sandersen, smith, his farm situated on the island of Manhates, near Werpoes, formerly occupied by Evert Poppe, which with the house and the land as it is fenced and sown shall be delivered to Jan Tomassen by Thomas Sandersen. The lessee shall surrender the aforesaid place to the owner in the same condition at the expiration of the lease, with the

1 W. M. Beauchamp, Aboriginal Place Names of New York, p. 131, says: "Wer-pos is the thicket, according to Toocker, but Schoolcraft wrote it Tarpoes, deriving it from wawboso, a hare, and calling it place of rabbits. The latter has no support in eastern dialects, nor does the former seem well sustained. Buttenber speaks of it as "warpes, placing it on high land near a pond formerly in Centre street." For location of the farm of Thomas Sanders, see "Manatives" map of 1639, reproduced in I. N. Phelps Stokes, The Iconography of Manhattan Island, 2:pl. 41-42; in Edward Van Winkle, Manhattan 1624-1639, and in other works.
stipulation that the lessee shall hold the farm under lease for five consecutive years, beginning the first of January 1641 and ending the first of January 1646, for which he, Jan Tomassen, shall annually pay the lessor as rent two hundred and fifty guilders, reckoned at 20 stivers the guilder, and if at the expiration of the five years more grain be sown on the land and more be fenced in than is now received, it shall be paid for by the owner according to valuation by two impartial men; and if during the five years it be necessary to repair the house, the lessee must do so at his own expense, except that the lessor shall pay for half the reed. In testimony and token of the truth this is signed in good faith by the parties and the witnesses hereto invited. Done the 7th of August A° 1640, in Fort Amsterdam in New Netherland.

This is the J T mark of Jan Tomassen
This is the T X mark of Thomas Sandersen
This is the P mark of Barent Dircksen from Norden, witness
Acknowledged before me,
Cornelis van Tienhoven, Secretary

Transfer of indenture of James Claughton's servant boy to Pieter Cornelissen from Rotterdam

[213] Before me, Cornelis van Tienhoven, secretary of New Netherland for the General Chartered West India Company in New Netherland, appeared Jems Cloftingh, who in the presence of the undersigned witnesses acknowledged that he had transferred and bound his boy named Jan Duytse, now his servant according to

2 Straw for thatching the roof
letters of indenture, to Pieter Cornelissen from Rotterdam, and
that for the term of eleven consecutive years, on condition that
said Pieter Cornelissen pay for said boy the sum of one hundred
and thirty guilders. I, [Claughton], hereby acknowledge that
said sum has been paid to and received by me and I guarantee
him [Cornelissen] against all future demands. In good faith,
without guile or deceit, this is signed by me. Done this 27th
of August A° 1640, in Port Amsterdam in New Netherland.

James Claughton

Arendtt van Curler

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Bond of Thomas James of Maryland as surety for the freedom of
Edward Griffins

[214] I, the undersigned, Thomas Gems, an inhabitant of
Maryland, bind myself as surety and principal for Edward Griffins,
who has agreed and contracted for the sum of five pounds sterling
with Peter Draper, 1 who also acknowledges in the presence of
the underwritten witnesses that he has received the money, for

1 On August 23, 1640, Peter Draper, bearing a letter from
Governor Leonard Calvert, of Maryland, applied to the court at
Manhattan for the rendition of Edward Griffins, an alleged
fugitive servant. Griffins proved by the evidence of Henry
Pennington that he was not a servant, but a prisoner, in Mary­
land and that he was a servant of Captain Clabers, in Virginia.
The court, on August 27, ordered Draper to agree with Griffins
for his discharge and to give security for any claim of Captain
Claber. See N.Y. Col. MSS., 4:75-76.
the freedom of said Griffins; and if it happens that he should exhibit Captain Claver's indenture and molest him, Griffins, I substitute my person and property as aforesaid in place of the principal, Edward Griffins. Done this 28th of August 1640.

Thomas James

Tho: Willett, witness
John Hampton, witness

To my knowledge,

Cornelis van Tienhoven, Secretary

Certificate of good character of Pieter Andriessen, seaman

This day, the first day of the month of July of the year sixteen hundred and thirty-three, before me, Benedict Badel, notary public admitted by the Court of Holland, residing at Amsterdam, and before the undersigned witnesses, personally appeared Pieter Cornelissen, aged about 58 years, tavernkeeper; Jan Mathysen, aged about 52 years, hatter; Jan Dircksen, aged about 48 years, boatman; Jacob Dircksen, aged about 37 years, tavernkeeper; Jacob Hessel, aged about 28 years, also tavernkeeper; Claes Willemsen, aged about 32 years, seaman; and Jacob Jacobsen Costverlooren, aged about 24 years, carman; together with Weyntie Gerrits, aged about 43 years, widow of the late Pieter Sybrantsen, in his lifetime beer provider; Anneke Rykaerts, aged about 30 years, wife of Jacob Jansen van Lulpen, steward; Lysbet Lenaerts, aged about 26 years, wife of Dirck Cornelissen, ship carpenter; Claertje Jaspaers, aged about 46 years, wife of Jan Dircksen, boatman; and Lyntje Michiels, aged about 26 years, wife of Cornelis Jansen, seaman, all inhabitants of this aforesaid
city, who at the request of Pieter Andriessen, seaman and burgher of the city aforesaid, by true Christian words on their conscience, in place and with promise of a solemn oath if need be and required, attested, testified and declared for the real truth that they, the attestants, as old and new neighbors and intimate acquaintances of said [Pieter Andriessen] have severally known him very well for nine or ten years past, some less and others more, and have conversed and had intercourse with him and that they have never seen, heard, known or observed anything else but that he comported and behaved himself always, both here in the city and ashore, and at sea on his voyage to Guinea and elsewhere, most honorably, faithfully and honestly in his dealings and intercourse with every one. Also, that he has always been diligent and industrious in maintaining and supporting his family and has lived peaceably and quietly, free from scandal or reproach from any person, and that they, the attestants, can each and all only say that he, his wife and household are honorable, virtuous and honest. Wherewith they, the attestants, concluded their declaration, maintaining, after the same had been read to them, that it is true and that they concur therein without any partiality or collusion. Thus done in the aforesaid city of Amsterdam, at the house and office of me, the notary, in the presence of Philip Venturin and Martin van Herbel. Below was written ..

1 Signatures omitted in the copy.
Quitclaim from Andries Hudde to Johannes la Montagne of his interest in the farm Vredendael left by the late Hendrick de Forest

This day, date underwritten, before me, Cornelis van Tienhoven, appointed resident secretary in New Netherland for the General Chartered West India Company, personally appeared Monsieur Johannes la Montagne and Mr Andries Hudde as husband and guardian of Gertrude Bornstra, widow of the late Hendric de Forest, deceased, who both acknowledge that on the 12th of July A°. 1640 they amicably agreed and arranged regarding the farm, goods and chattels purchased [by la Montagne], lying on

1 The following is a translation of the registration of the banns of marriage of Andries Hudde and Geertruyt Bornstra, in Kerkelijk Huwelijks Inteekening register (D. T. & B. no. 450, folio 17), in the City Archives at Amsterdam:

1639, January 6, appeared as above, Andries Huddens from Campen, aged 30 years, assisted by Domine Otthe Badius, residing on Prince street, and Geertruyt Borrenstra, of Amsterdam, aged 24 years, widow of Heyndrick de Forest, assisted by Wybrant Andriesz, her father, residing on Sant street; requesting the proclamation of their banns on three [successive] Sundays, in order thereafter to solemnize and perform the aforesaid marriage, provided there be otherwise no legal impediment to the same.

And whereas they in truth declared that they were free persons and were not related to each other by blood in a degree which might prevent a Christian marriage, permission to have the banns published is granted to them. Signed: A. Hudde and Geertruyt Bornstra. In the margin was written: [Hudde] having a sick mother, who, according to the declaration of the said Badius, gives her consent.

In the records of the Orphan Chamber at Amsterdam, Register no. 28, folio 220, under date of January 4, 1652, occurs an entry stating that "Herman Jacobsz Doornick, appointed guardian of Hendrick, aged . years, surviving son of Geertruyt Wybrants Bornstra, procreated by Andries Hudde," residing in New Netherland, has filed a statement and inventory of all the property left by Geertruyt Pieters, widow of Wybrand Andriesz Bornstra, in his life time bode (skipper) between Amsterdam and Antwerp. Hendrick de Forest died at Manhattan, July 26, 1637; see Van Rensselaer Bowier MSS., p. 382.
the island of Manhates and known by the name of Vredendael, which were left by the late Hendric de Foreest, and the right, title and interest in and to the same which Hudde in the capacity aforesaid may in any wise claim, wherefore they, the parties, request that a record be made thereof, releasing and acquitting each other from all further claims and demands which they might make to the farm, goods and chattels aforesaid in any manner, whether to the whole or to a part thereof; we, La Montaengne and Andries Hudde promise that no kind of after claim regarding the said property shall be presented either by ourselves or any of our heirs or assigns. All in good faith, without any exception whatsoever. Done the 28th of August 1640, in New Netherland.

La Montagne
A. Hudde

J van Curler, witness
Ulrich Lupoltt, witness

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Receipt of Johannes la Montagne for one sixth part of the personal estate of the late Hendrick de Forest

[217] This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Johannes la Montagne, political councilor here, who in the presence of the undersigned witnesses acknowledges that he has received and been fully satisfied and paid by Mr. Andries Hudde, husband and guardian of Gertrude Bornstra, widow of the late Hendric de Foreest, the just sixth part of the goods and chattels inventoried or caused
to be inventoried by Gertrude Bornstra, which inventory amounts to nine hundred and eighty-four guilders net, over and above all debts and charges, the sixth part received by said La Montaengne amounting to the sum of one hundred and sixty-four Carolus guilders, reckoned at twenty stivers Holland currency, out of which aforesaid moneys, or sixth part, the above named Mr. la Montaengne promises to satisfy and pay Johannes and Isaac de Foreest such competent portion as belongs to them on account of the aforesaid goods and chattels, promising further to leave the above named Hudde and his heirs and successors henceforth and forever unmolested as regards the matter aforesaid and releasing him, Hudde, hereby from all further claims and demands, either of himself, his heirs, or successors. For which he binds all his property, movable and immovable, present and future, nothing excepted, under submission to all courts, judges and justices, without any objection or gainsay. In testimony and witness of the real truth this is signed by the principal and the subscribing witnesses. Done in Fort Amsterdam, this 11th of 8ber A° 1640, in Fort Amsterdam in New Netherland.

La Montagne

J van Curler, witness

Ulph. Lupoltt, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Lease from Jacobus van Curler to Willem Hendricksen and associates
of a plantation on Manhattan Island

[218] Before me, Cornelis van Tienhoven, secretary residing
in New Netherland for the General Chartered West India Company,
appeared the worthy Jacobus van Curler, commissary, of the first
part, and Willem Hendricxsen, Gysbert Cornelissenn, tailor, and
Thomas, of the second part, which aforesaid persons in the
presence of the undersigned witnesses acknowledge that they have
leased from the above mentioned Jacob van Curler his plantation
situated on the island of Manhates, on the East river, with the
hook called in the Indian language Nechtanc,\(^1\) lying contiguous
to said plantation, and that for the term of three consecutive
years, commencing the first of January 1641, on condition that
Willem Hendricksen and Gysbert Cornelissenn shall the first year
pay as rent to Jacob van Curler or his order the sum of one
hundred and seventy guilders and to the Company eighteen guilders
quit-rent for the hook aforesaid.

Furthermore, for the remaining two years, Willem
Hendricxsen, Gysbert Cornelissenn and Thomas, all three joint
tenants, shall pay one hundred and seventy guilders to the lessor
and fl. 18 each year to the Company as quit-rent as aforesaid;
on the express condition that during the lease the lessee shall
at his own expense keep in repair the house and all appurtenances
of the above mentioned plantation, and whatever improvements
they shall make on said plantation, either in the way of a
tobacco house or otherwise, shall at the expiration of the lease

\(^1\) The same as Nagh-tongk, meaning sandy place, afterwards
known as Corlaer's hook.
remain the property of the lessor, without the lessee being able to claim anything for the same. The lessor shall cause as much land to be sowed now as is possible and if the lessees at the expiration of the lease have sown more than the lessor shall sow now, they shall take the just half of the surplus. And if it happen that the lessor should return from Holland pending the lease, he shall be at liberty to make a beginning at the south side of the plantation, as he reserves this place for himself, and if any expenses should have been incurred by the lessees where the lessor wishes to settle at that time, they must be paid by the lessor according to valuation by impartial men. [Done] without fraud. In testimony whereof this is signed by the parties in presence of the subscribing witnesses, the 28th of September A° 1640.

Jacobus van Curler
Willem Heyndricksen

This is the G C mark of Gysbert Cornelissen

Ghysbert opë Dyck, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Testimony of Jan Hendricksen Cant as to the terms of the lease of Adriaen Pietersen's house and garden by Pieter van de Linde

[220] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Jan Hendricksen Cant, aged about twenty-nine years, who at the request of Pieter van de Linde testified, declared and attested, in place and with promise of a solemn oath if necessary, that it is true and truthful that the above
named Pieter van de Linde and Adriaen Pietersen conversing together as to what said van de Linde should give for living in his house there, Adriaen Pietersen said he asked for the dwelling and land for a garden and planting nothing more than the washing of his linen; whereupon Pieter van de Linde answered that in return for his reasonable demand he would give him, in addition to the washing, as much garden produce as said Adriaen Pietersen might want and that said van de Linde would provide him with the same out of the garden which he should make. All of which the deponent, in the presence of the subscribing witnesses, declares to be true and truthful. Done this 8th of October A° 1640, in Fort Amsterdam in New Netherland.

Jan Heindrycksen Cant

Jan Gorof, witness
Sibout Claesen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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Power of attorney from Teunis Tomassen to Gerrit Jansen to purchase goods in the fatherland and to dispose of his property

[221] Before me, Cornelis van Tienhoven, secretary in New Netherland for the General West India Company, appeared Teunes Tomassen from Naerden, mason here in the service of the honorable Company, who in the presence of the subscribing witnesses appoints and empowers, as he does hereby, Gerrit Jansen, burgher within the city of Naerden, to purchase for him, the principal, in the fatherland such goods as are specified in the letter relating thereto, on condition that the wages which the aforesaid
Teunes Tomassen has already earned, or may still earn, from the honorable Company shall be Gerrit Jansen's guaranty and security for the moneys which he may advance for the goods which the principal orders. Also, the aforesaid Gerrit Jansen shall have power to sell and apply to the best advantage of the principal all such property as has been left behind by him in the fatherland and, either by legal proceedings or otherwise and whether acting as plaintiff or defendant, finally to dispose of all other matters which may in any way concern him, the principal, who shall hold as valid whatever shall be done herein by the aforesaid Gerrit Jansen. Done this 9th of October A° 1640, in Fort Amsterdam in New Netherland.

This is the X mark of Tunes Tomassen

Gillis de Voocht
Gilles Pietersen

Witnesses

Power of attorney from Everardus Bogardus to Wouter van Twiller

[222] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Everardus Bogardus, minister, as husband of the widow of the late Rouloff Jansen from Masterland,1 who in the capacity aforesaid, in the presence of the undersigned witnesses, appoints and empowers, as he does hereby, the Hon. Wouter van Twiller, late director in New Netherland, to collect in his name

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1 The 17th century Dutch name for Marstrand, a seaport town of Sweden, 20 miles N. W. of Göteborg, on an island in the Cattegat, which till the peace of Roskilde in 1658 belonged to Norway. See Van Bensselaer Bowier MSS., pp. 56-57, note; J. O. Evjen, Scandinavian Immigrants In New York, p. 89.
from the honorable directors of the said Company, Chamber at Amsterdam, the sum of two hundred and seventeen guilders, which was assigned by the late Rouloff Jansen in the year 1635 to the worshipful overseers of the orphan house at Amsterdam; he also empowers the aforesaid Wouter van Twiller to execute a discharge whenever he shall have received the moneys aforesaid and furthermore to act in the said matter as circumstances may require, holding as valid whatever shall be transacted herein by the aforesaid Mr. van Twiller. Done this 11th of October A°. 1640, in Fort Amsterdam in New Netherland.

E. Bogardus, Ecol. Manahat.

Hendrick Wesen

Indenture of service of Jan Aertsen from Utrecht to Pieter Wolphertsen van Couwenhoven

I, the undersigned, Jan Aertsen from Utrecht, acknowledge in the presence of the subscribing witnesses that I have voluntarily and without any compulsion hired out and bound myself to Pieter Wolphersen to serve him for three consecutive years, to do all such work as he shall require of me and order me to do; during which aforesaid time, commencing the 15th of November 1640, I promise to conduct myself faithfully [and to perform said work] cheerfully and without reluctance, provided that the above named Pieter Wolphersen shall annually pay me for my service the sum of one hundred and seventy guilders.

2 Meaning the Orphan masters at Amsterdam.
All in good faith, without guile or deceit, done this 12th of October A0. 1640, in Fort Amsterdam in New Netherland.

This is the X mark of Jan Aertsen from Utrecht

Abram Planck, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Contract whereby Thomas Hall sells to George Holmes his half-interest in the plantation near Deutel bay

[224] On the sixth of September anno 1640, before me, Cornelis van Tienhoven, secretary in New Netherland, in the presence of the subscribing witnesses, appeared Thomas Hal, who acknowledges that he has sold the half of the house and plantation situated near Deutel bay to George Homs, who also acknowledges that he has bought the above named plantation in the manner and on the terms hereinafter written.

Thomas Hal sells to George Homs the just half of the house, plantation and all the appurtenances thereof, together with the furniture therein, except a boat, a gun and a dog, which Thomas Hal reserves and shall be at liberty to take away, but nothing else. Provided that Thomas Hal shall pay and defray half the expense of making the house tight all around, as well as the roof of the house. For which aforesaid half of the plantation, etc., the aforesaid George Homs promises to pay to Thomas Hal,

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1 Printed with slight variations in Doc. Bel. Col. Hist. N.Y., 14:33, where the document is described as a "deed". See also J. H. Innes, New Amsterdam and its People, p. 327

2 Turtle bay, on the East river, near the present Forty-sixth street, New York City. The Dutch word deutel means "dowel."
or his order, the sum of sixteen hundred pounds of tobacco, payable from the crop which George shall make A° 1641, the tobacco at present on the field remaining to pay their joint debts. In like manner Thomas shall be at liberty to eat, drink, sleep, go and come to the house of said Homs above mentioned, at the expense of the said Homs, until George Homs shall have paid the sixteen hundred pounds of tobacco aforesaid or give sufficient security for said payment. When George Homs pays or gives security, Thomas Hal must leave and be no longer at the charge of the purchaser. Done in Fort Amsterdam, this 21st of September A° 1640.

Thomas Hall

This is the X mark of George Homs

This is the X mark of Jeuriaen Hendricksen

Witness mey, Tho: Willett

Acknowledged before me,

Cornelis van Tienhoven, Secretary

George Homs has paid to Director Kieft this [day?] 1600 pounds of tobacco.

Contract of Nicolaes Willems Boot to cultivate the land of Andries Hudde on shares

Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Mr. Andries Hudde, who has contracted and agreed with Nicolaes Willems Boot in the manner hereinafter written.
Nicolaes Boot agrees to plant on Mr. Andries Hudde's land with two servants, whom said Hudde shall furnish him at his expense, one next winter and the other on the first of March 1640 [sic], provided that during the planting the aforesaid Nicolaes shall be master over the men. The aforesaid Nicolaes shall be bound to assist in working on the plantation and said Hudde, if he have leisure, shall help to labor next winter. For which he, Boot, shall have his board and lodging at said Hudde's house until the crop shall be in a condition to be weighed; for all of which the aforesaid Mr. Hudde shall receive two thirds of the tobacco and said Nicolaes one third part. Furthermore, Hudde shall cause a tobacco house to be erected at his own expense and furnish him, Boot, with implements. Done this 19th of November 1640, in Fort Amsterdam.

A. Hudde
Niclaes Willems Boots

Acknowledged before me,

Cornelis van Tienhoven, Secretary

On the 22d of May Nicolaes Boot and Mr. Hudde further agreed that said Nicolaes and his helper shall receive the half of the crop. Done as above.

A. Hudde
Niclaes Willems Boots
Invoice of the cargo shipped on board the ship Neptune for Curacao

[226] Invoice of the merchandise, provisions, equipment, etc., delivered to the ship Neptune, whereof Hendric Gerritsen is skipper and Nicolaas Coorn is supercargo, proceeding from New Netherland to Curacao.

Goods from Lupoldt as follows, to wit:

\text{\frac{1}{2} ream of paper by Gillis Ros} \quad \text{fl.} \quad 4.2.8

15 ells colored coarse camlet \@ 53 stivers \quad 39.15

6 gross of buttons \quad 1 1

2\frac{1}{2} ells of steel grey\textsuperscript{1} cloth \@ fl. 5.13 \quad 14.2.8

12 3/4 ells of serge \@ 35 stivers the ell \quad 22.6.4

14 ells of white linen \@ 20 stiv the ell \quad 14.

7 ells of colored coarse camlet \@ 53 stivers \quad 18.11

\hline

113.18.4

46 ells of linnen cloth \@ 18 stivers \quad 41.8

\hline

fl. 155.6.4

\textsuperscript{1} Evidently an erroneous translation of the Dutch designation \textit{staal grauw}, meaning gray cloth of standard quality, i.e. cloth that had been approved by the inspectors of the cloth hall as corresponding in color and quality with the official \textit{staal}, or sample. The famous painting by Rembrandt known as "De Staalmeesters," or "The Syndics of the Cloth Hall," represents the syndics in the act of inspecting the cloth. See also reproduction of the painting by Johan de Blaeu, 1675, in the Lakenhal at Leiden, in Mrs. R. W. de Forest, \textit{A Walloon Family in America}, 1:14.
Stores

From the sailmaker
3½ ells of French canvas @ 21 stivers the ell 33.1 8
2 balls of sailmaker's thread @ fl. 1 the roll 2.

From the chief boatswain
1½ ames of tar

From the master carpenter
350 two pounds ² small headed nails 2.10
400 wainscot nails
4 axes from the commissary of cargoes fl. 6.

From the gunner
10 bundles of cartridge paper
130 pine planks from Pieter Cornelissen
@ fl. 1 130.
50 oak 2 inch ditto from the woodsawyers 100.
12 pine ditto from the mill
4 pieces of wainscot

fl. 428.17.12

[227] Carried forward from the other side fl. 428.17.12

Provisions received from Maurits Jansen
18 August 36 maize and 6 rye loaves of bread 8.14
23 ditto 42 rye ditto 10.10
25 ditto 36 rye ditto 9.
30 ditto 18 rye ditto 4.10
1 Sept. 59 ditto 14.15
8 ditto 35 maize and 6 wheaten loaves 9.2

² Thus in O'Callaghan's translation.
12 ditto 35 ditto and 5 rye loaves 8.5
16 ditto 76 rye loaves 19.
22 ditto 40 wheaten loaves 14.
27 ditto 20 rye ditto 5.
29 ditto 40 ditto 10.
4 8ber 10 rye loaves 2.10
15 ditto 40 maize loaves 8.
20 ditto 80 maize loaves 16.
27 ditto 40 maize loaves 8.
31 ditto 40 ditto ditto 8.
3 9ber 40 ditto ditto 8.
8 ditto 40 ditto ditto 8.
10 ditto 37 ditto ditto and 5 wheaten loaves 9.3.
17 ditto 84 maize and 43 wheaten loaves 31.17
24 ditto 1/2 cask of sour wine 76.16
26 ditto 84 maize loaves 16.16
ditto 200 schepels of maize 300.

1 tub and 2 small casks of barley containing
22 skepels 110.
3630 lbs of dried fish @ 2½ stivers 453.15
170 schepels of pease 680.
10 barrels of Irish beef 330.
3861 lbs hard bread @ 15 stivers 579.15

1 There is apparently an error in calculation. 3861 lbs a 15 st. per 100 lbs = 579.15 stivers, or fl. 28, 19 st, 2 pen.
450 scheeps of wheaten flour @ 50 st. the scheep and 1 st., 12 pen. for the grinding 1164. 7

Cash 210.

fl. 4562.12.12

[228] Carried forward from the other side fl. 4562.12.12

50 lbs of butter @ 8 stivers the lb 20.

5 live hogs of the Company 100.

22 water pails

9 water casks

132 lbs of fresh beef @ 5 stivers 33.

50 cabbages @ 30 fl. the 100 15.

9 old casks

6 pipes

1 hogshead

From David Provoost, late commissary

260 loaves of maize bread 52.

16 scheeps of maize 27.

sour wine 76.16.

16 lbs of soap @ 5 stivers the lb 4.

4 wheaten loaves at 8 lbs 2.14

fl. 4893. 2.12

I, the undersigned Hendric Gerritsen, captain of the ship Neptune, acknowledge that I have received from the Hon. Willem Kieft, director general of New Netherland, all the above specified goods and contents, amounting to the sum of four thousand eight hundred and ninety-three guilders, 3 stivers and 12 pennies
for the behoof of the aforesaid ship. Done this 28th of
November A°. 1640, in Fort Amsterdam.

Heindrick Gerretsen

Cornelis van Tienhoven, Secretary

Lease from Director Kieft to Thomas Broen and others of a tract
of land on Manhattan Island, near Bestevaer's cripplebush

[229] This day, date underwritten, before me, Cornelis
van Tienhoven, appointed secretary in New Netherland for the
General Chartered West India Company, appeared the Hon. Willem
Kieft, director general, who in the presence of the undersigned
witnesses leases for the term of two consecutive years to Thomas
Broen, David Davidsen, Ralph Cardel and Peter Breyley, who here­
by acknowledge that they rent from the above named director, a
certain parcel of land situated on the island of Manhates, near
Bestevaer's cripplebush,¹ belonging to the Hon. Messrs Elias de
Raet and Coenraet van Ceulen, both residing at Amsterdam, on the
conditions and terms hereinafter written, to wit:

The lessees must plant tobacco on the said land for two
consecutive years, changing the ground each year, as required;
the lessees promise to pay to Governor Willem Kieft aforesaid,
as lessor of the said parcel of land for the account of the Hon.
Messrs, de Raet and Coenraet van Ceulen, annually two hundred

¹ Bestevaers Kreupelbosch, the region known as "The Leather
Swamp," or "The Swamp," above Beekman Street, near Gold Street.
Bestevaer means grandfather, or, in a more general sense, "Old
man." Dutch sailors affectionately applied the term to
Admiral De Ruyter.
pounds of cured tobacco, for the payment of which rent we, the lessees, each of us as principal, bind ourselves and all our property, movable and immovable, present and future, without any exception, submitting to all courts and judges, on condition that the lessor shall have a tobacco house built, one hundred feet long, and in 1641 shall deliver to the lessees as much grain from Holland as can be sown in the ground. This done without fraud, in Fort Amsterdam, the 14th of December A° 1640.

This is the X mark of Thomas Broen
Dauidt Dauidtse
This is the X mark of Raef Kerdel
This is the X mark of Pieter Breyley, above named

Acknowledged before me,
Cor: van Tienhoven, Secretary

Declaration of Philip de Truy and others as to bequests made by Jeuriaen Gerles

[230] Before me, Cornelis van Tienhoven, secretary in New Netherland, appeared Philip de Truy, aged about 55 years, Jeuriaen Rudolff, sergeant, and Hans Schreuder from Mansveldt, aged [ ], who jointly and severally declare and certify at the request of Albert Cuyn and Claes Greun, as they hereby do declare, depose and certify, that Jeuriaen Gerles, in his

1 Probably referring to Mansfeld, a town in Prussian Saxony.
2 Claes Groen.
lifetime a soldier, lying on his sick-bed, in the full possession of his memory and understanding, did bequeath and leave to him, Claes Greun, the sum of sixteen Carolus guilders and one hog, together with his clothing. Also, to Albert Cuyn the residue [of his estate, namely,] what would remain of his monthly wages, etc. All of which they, the deponents, declare to be true and truthful and that this is stated by them in order to bear witness to the truth. Done this 14th of December 1640, in New Netherland.

Philippe de Tryeux

This is the X mark of Jeurlaen Rudolff, sergeant

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Marriage contract of Thomas Smith and Nanne Beets, widow of Thomas Beets (Beeche)

[231] In the name of God, Amen. Be it known to everyone that in the year of our Lord and Savior anno 1641, the 27th of April, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, and before the subscribing witnesses, personally came and appeared Thomas Smith, future bridegroom, accompanied by Nanne Beets, future bride, who declared that they had mutually resolved, consented and agreed to enter and join together in the holy state of matrimony and this under the following contract, praying Almighty God that it might please His Divine

1 Meaning Nanne Beeche, the widow of Thomas Beeche, or Bescher, as he was known among the Dutch.
Majesty to prosper their intended marriage, to strengthen it with spiritual love and to make it redound to His honor.

First, Thomas Smith, the future bridegroom, promises to bring up, or to cause to be brought up, the surviving daughter of the late Thomas Beets, named Eva Beets, in a fatherly, careful and virtuous manner, according to his ability, until the above named Eva Beets shall have attained her majority.

Secondly, to the above named Eva is given and granted by her mother Nanne Beets, the future bride, as her paternal inheritance, the plantation, house and all that is fastened by earth and nail, situated on the island of Manhattan, on the North river of New Netherland, adjoining Mr. Lasle, tobacco planter.

Thirdly, the future bridegroom and bride shall have the joint disposal as of their own property of all other goods, lands, houses, furniture and household effects which at present belong to Nanne Beets.

Likewise, [I,] Thomas Smith, promise to pay within one year from this time to the above named Nanne Beets the sum of seven hundred and fifty guilders, which my future bride has paid for me to Isaac Allerton.

They, the parties, promise that they will observe and fulfill this their marriage contract, binding therefor their respective persons and properties, movable and immovable, requesting that this may be held valid before all courts in the world. Signed without guile or deceit by the parties and the
witnesses hereto invited, the day and year aforesaid, in Fort Amsterdam in New Netherland.

Thomas Smith
This is the X mark of Nan Beets

Isaack Allerton
Pieter Cornelisen
Acknowledged before me,

Cornelis van Tienhoven, Secretary

This was annulled by the parties on the 14th of December A° 1642, when they made another agreement, as appears by the handwriting thereof

Cornelis van Tienhoven, Secretary

Bond of Nanne Beets (Beeche) to Isaac Allerton

Copy

[232] I, the undersigned, Nanne Beets, widow of the late Thomas Beets, acknowledge for myself and my lawful heirs and assigns that I am well and truly indebted to Issa[c] Allerton, or the lawful bearer hereof, in the sum of seven hundred and fifty-five guilders, thirteen stivers Holland currency I hereby promise honestly to tender and pay to Mr. Allerton aforesaid the above mentioned sum, the first penny with the last, for which I, Nanne Beets, bind my person and property, movable and immovable, present and future, under submission to all courts, judges and justices, without any exception. Thus done in good faith and in testimony and acknowledgment of the truth
this is signed by me, Nanne Beets, in Fort Amsterdam, the 27th of April A° 1641, in New Netherland. Was signed with this X mark, beside which was written: This is the mark of Nanne Beeths. Maurits Jansen and Hans Schipper, witnesses. Lower was written: Acknowledged before me, Cornelis van Tienhoven, secretary.

Agrees with the original

Cornelis van Tienhoven, Secretary  

Bond of Jan Pietersen to the deacons of New Amsterdam

[233] Before me, Cornelis van Tienhoven, secretary residing in New Netherland for the Chartered West India Company, appeared Jan Pietersen, alias Borsje, from Amsterdam, who in the presence of the subscribing witnesses acknowledges that he is indebted to the deacons here in the sum of fifty guilders Holland currency, for a like sum received to his satisfaction from the above named persons [I, Jan Pietersen], promise to tender and pay the aforesaid fifty guilders to the above named persons free of costs and charges, the last penny with the first, with a redeemable interest of five per cent per annum, without any exception, gainsay or objection, but all in good faith, without guile or deceit, for which payment I hereby bind my person and property, movable and immovable, present and future, without any exception, under submission to all courts, judges and

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1 Otherwise known as Jan Pietersen Maat, or Janmaat. "Borsje," or rather "Borstje," is the diminutive of "Borst," a term meaning "young man," or "fellow," which like "Maat," or "Janmaat," is frequently applied to sailors.
justices, besides the Provincial Court of Holland and West Friesland. In witness and proof of the truth this is signed by me, Jan Pietersen, as principal. Done in Fort Amsterdam, this last day of April A° 1641, in New Netherland.

This is the X mark of Jan Pietersen from Amsterdam, aforesaid
A. Booghardii, as surety

Cornelis van der Hoykens, fiscal, witness
Ulrich Lupoltt, witness

Acknowledged before me,
Cornelis van Tienhoven, Secretary

lease of two cows and a heifer from the deacons of New Amsterdam to Gerrit Wolphertsen van Couwenhoven

[234] This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Gerrit Wolphertsen, residing in Keskachquerem,¹ who acknowledged that on the 11th of June A° 1640 he had hired and received from Pieter Cornelissen and Jan Willemsen Schut, deacons here, two cows and one heifer for the term of three consecutive years, beginning the 11th of June aforesaid and ending the 11th of June A° 1643, on the conditions and terms hereinafter written.

¹ W. M. Beauchamp, Aboriginal Place Names of New York, p. 213, gives the name as Kes-ka-ech-que-rem, meaning "the council place," and says that the locality is uncertain. Gerrit Wolphertsen was one of the three sons of Wolphert Gerritsen van Couwenhoven, who on June 16, 1636, in company with Andries Hudde, bought from the Indians a tract of land on Long Island, south of Brooklyn, which in the deed is described as "the westernmost of three flats called Keskateuw." Land Patents, GG, p. 14; Doc. Bel. Col. Hist. N.Y., 14:3, 4, 14, 36.
First, the risk of death shall be shared equally [by both parties], to, wit, if there be any increase from the above mentioned cattle in the three years aforesaid; and if not, which God forbid, the poor or the deacons shall bear the entire risk. But if any of the said cows or the heifer happen to die leaving an increase, the [original] number [of animals] shall at the expiration of the term be restored by Gerrit Wolphersen aforesaid out of the increase.

When the three years aforesaid have expired, two healthy and sound cows and one heifer shall first be set aside by the deacons aforesaid, or those who hereafter may take their places, and the increase which by God's blessing shall be produced from them shall be shared and divided equally with said Wolphersen, provided that the deacons shall pay to the above named Gerrit Wolphertsen the sum of forty guilders Holland currency. He, the lessee, further promises to do his utmost duty by the above mentioned cattle and to take good care of them during the lease, for which he binds his person and property, movable and immovable, present and future, submitting the same to the Provincial Court of Holland and Zeeland and all other courts, judges and justices. All in good faith, without guile or deceit, this is signed in the presence of the witnesses thereto invited. Done this first of May 1641, in Fort Amsterdam in New Netherland.  

2 Not signed.
8 sheets

£ dozen napkins

[ ] night neckerchiefs

12 aprons, linen and purple

2 cloth petticoats

1 black kersey petticoat

2 undershirts of woolen yarn

2 pairs of sleeves; 1 pair of woolen yarn, 1 pair of damask

4 little mantles, one of them with fur

3 pewter dishes

2 pairs of white sleeves

1 pair of yellow sleeves

2 little sows

1 little barrow hog of this summer

2 iron pots

2 copper kettles

1 dozen spoons

2 earthen pitchers

1 brass skimmer

1 box

2 pine chests

3 blankets

1 pair of curtains

1 bed

3 pillows

8 pillow cases

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2 Thus in O'Callaghan's translation.
1 fishing rod
1 pair of tongs
1 water pail

All of which Hester Symonsen, widow of the late Jacob Vernu, has exhibited to me, the secretary, at her house, in presence of the underwritten witnesses, declaring on her conscience, in place and with promise of a solemn oath, that she has concealed nothing and has had all her movables inventoried here above. Thus done and found at the house of Hester Symons above named. Done at Manhattan, this 2d May 1641, in Fort Amsterdam in New Netherland.

Transfer of the service of Dirck Jansen from Andries Hudde to Willem Adriaensen

Before me, Cornells van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Willem Adriaensen, cooper, who in presence of the underwritten witnesses hereto invited acknowledged that he had taken over from Andries Hudde the boy Dirck Jansen, on the same conditions as said Hudde had made with the boy's mother, promising to pay said Hudde the expenses of the passage over sea and other advances incurred by said Hudde for said Dirck Jansen. Done at Manhattan in Fort Amsterdam, this 2d of May 1641

3 Jacob Vernu died before October 4, 1640; see N.Y. Col. MSS., 4:78 December 2, 1640, the banns of marriage of Pieter Wolfertszen, young man from Amersfoort, and Hester Simons from Amsterdam, widow of Jacques de Vernuis, were registered in the Reformed Dutch Church at New York. Unless for some reason the marriage ceremony was not performed, it would seem therefore that at the date of the inventory Hester Simons was the wife of Pieter Wolphertsen van Couwenhoven.
4 Not signed by the witnesses
Inventory of the personal effects of the late Vrouwtje Ides

[238] Inventory of the goods and effects belonging to the estate of Vrouwtje Ides and Jacob Stoffelsen which in the presence of Everardus Bogardus, minister, and Tymen Jansen, chosen guardians of Anna van Vorst and Ide van Vorst, surviving children of the late Vrouwtje Ides, are found at the her house in Pavonia, in presence of the subscribing witnesses, as follows:

First 3 Jacobuses @ 12 florins each fl. 36.6.-

131 Holland shillings 38.6.6-

13 rix dollars @ 50 stivers 32.10.-

in double and single stivers 15.6.-

2 pieces @ 10½ stivers 1 1.6-

in English gold 2.6.-

1 gold hoop ring

1 silver medal and chain

1 ditto under girdle with key ring

5 silver spoons

2 small silver brandy cups

1 silver goblet

6½ ells of white wampum

2 ells of black wampum

2 two years old oxen

3 yearling heifers

4 old ewes

1 Vrouwtje Ides' first husband was Cornelis van Vorst, the agent of Michiel Pauw, patroon of Pavonia. Ide van Vorst, one of the surviving minor children, was probably the little boy who according to David Pietersen de Vries was made prisoner by the Indians in 1643 and whose release was procured by de Vries. See Narratives of New Netherland, J P Jameson, ed., pp. 233-34.
2 ewe lambs
3 rams
5 cows
2 mares
1 yearling stallion
1 bull
1 heifer
1 yearling hogs
1 boat with its apparel
1 old yawl
1 old fashioned cloak
2 pairs of old stockings
1 damask furred jacket, half worn
1 new blue kersey petticoat, unmade
1 new red bodice
3 ells of red camlet
1 white waistcoat
2 table cloths, colored, of English manufacture
1 pair of new and 1 pair of old pattens
1 black camlet jacket, lined
1 undershirt of woolen yarn
1 pair of damask sleeves, half worn
1 black coarse camlet jacket
1 woman's steel gray lined petticoat
1 black coarse camlet petticoat, lined, half worn
1 reddish morning gown, not lined
1 white waistcoat of Harlem stuff
1 pair of spectacles with a case
1 pair of Spanish leather pattens
1 new purple apron
19 cambric caps
4 linen ditto
1 half worn red petticoat
2 old black skirts
1 old iron-gray doublet
1 new black kersey doublet
1 fur cap turned up with beaver
1 little black vest with two sleeves
4 pairs of sheets, good and worn
4 new blue cotton aprons
9 linen handkerchiefs with lace
1 " without lace
2 pillow slips
3 shifts, half worn
1 old table cloth
1 new white linen apron
1 linen table cloth
4 napkins
5 bearskins
40 ells of duffels
2 beds
4 blankets old and new
6 pieces of mink
10 pewter platters, large and small
1 English pewter quart
1 pewter basin
1 tankard
2 cups
4 tins funnels
1 little tin goblet
2 English salt cellars
1 pewter mug
1 wooden mortar and pestle
1½ pewter Mutsje (gill measure)
3 little pewter cups
1 pewter mustard pot
1 small tin can with screw cover
1 brass warming pan
2 brass candlesticks
2 brass snuffers
2 little brass scales and one beam
9 pewter plates
1 iron tongs
1 iron gridiron
1 old wagon
1 good foot plow with 1 colter
1 old wheel plow
2 harrows, one with iron and one with wooden teeth

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2 A literal translation of the Dutch term voetploeg, meaning a plow with a foot or shoe under the forward end of the beam, serving the same purpose as the gauge wheel of a wheel plow.
2 pine boxes
7 copper store kettles, one partly old among them
4 milk pails
1 churn
6 scyths
2 new spades
4 old geese
2 ganders
1 iron pan
2 snaphance
1 broken ditto
4 pistols

All the foregoing effects are thus found at the house of
Jacob Stoffelsen at Ahasims, who on his manly troth declares
that he has not, and does not know of, any more chattels than
are hereinbefore mentioned belonging to the aforesaid estate.
Done in Pavonia, the 15th of April A° 1641, in New Netherland.

This is the X mark of Jacob Stoffelsen

Additional inventory of personal property of Vrouwtje Ides

[241] Inventory of the goods to which the minor children
of Vrouwtje Ides are entitled out of the estate of Jacob Stoffelsen
and the late Vrouwtje Ides and which are not mentioned and
included by Jacob Stoffelsen in the inventory of the estate of
the said Jacob Stoffelsen and Vrouwtje Ides.

In shillings, double and single stivers and
English money fl. 19. - .-

1 Jacobus A

12. - .-
17 rixdollars @ 50 stivers
1 single dollar @ 30 stivers
2 silver spoons
1 English shilling

4 old goats
2 young ditto
1 yearling sow

This is all that belongs to Ide van Vorst and Anna van Vorst, both surviving children of the late Cornelis van Vorst, and that remains at the house of Jacob Stoffelsen. In testimony and acknowledgment of the truth this is signed by Jacob Stoffelsen and the witnesses hereto invited. Done in Pavonia, this 15th of April A° 1641, in New Netherland.

This is the X mark of Jacob Stoffelsen

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Bond of Arent Steffeniers to Maryn Adriaensen for the payment for a sloop

[242] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Arent Steffeniers, who in the presence of the undersigned witnesses acknowledges that he has purchased from Maryn Adriaensen the yacht Wesel and all its appurtenances as it at present sails, for which said yacht the above named Arent Steffeniersen promises to pay to the aforesaid Maryn Adriaensen the sum of five hundred Carolus guilders, the guilder computed at twenty stivers Holland currency, to wit, two hundred guilders
cash immediately after the delivery of the said yacht; on the
first of May A°, 1642 one hundred guilders; on the first of May
A°. 1643 one hundred guilders, and on the first of May A° 1644
a like one hundred Carolus guilders, amounting in all to the
aforesaid five hundred guilders; he, Arent Steffeniers, promising
to pay the first penny with the last, honestly and faithfully,
free of costs and charges, without any exception or gainsay,
promptly on the day the aforesaid payments fall due. For all
of which he, the appearer, binds his person and property, movable
and immovable, present and future, without any exception, submitting
the same to the Provincial Court of Holland, Zeeland, etc., and
to all other courts, judges and justices. All in good faith,
without guile or deceit, this is signed in the presence of the
witnesses hereto invited. Done this 10th of May A° 1641, in
Fort Amsterdam in New Netherland.

Maurits Jansen witness
Arent Steffeniers

Arent van Corler is surety for the aforesaid three payments
according to his bond.

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Testimony of Anna Hendricks as to overcharges made by Ulrich Lupolt at the public store

[243] This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Anna Hendrix, wife of Egbert van Borsum, aged about 23 years, who at the request of Cornelis van der Hoykens, fiscal, declared, testified and attested, as she hereby does testify, declare and attest on her conscience, in place and with promise of a solemn oath if need be, that it is true and truthful that some time ago she went with her husband to the store and there bought six ells of mohair (machgever), which was handed to her by Laurens Haen, assistant. Enquiring the price per ell of the said Haen, he gave for answer, two guilders, six stivers. Said Anna Hendrix afterwards went to the store and asked for two ells more of said mohair. Then Laurens Haen, assistant, asked Ulrich Lupolt, the commissary, how much he should charge the ell, to which said Lupolt answered, three guilders, five stivers the ell, which was so entered in the book by the aforesaid Haen. Concluding herewith her declaration, she, the deponent, persists that it is true and declares that this is done by her without favor or dissimulation, only in consideration of the fact that every Christian is bound to bear testimony to the honest truth, particularly when required to do so, to no person's prejudice or injury, but only to maintain the truth. Thus done at her house on the island of Manhattan in New Netherland, the 9th of October A° 1640. 2

1 See proceedings against Ulrich Lupolt for fraud, as storekeeper, in N. Y. Col. MSS., 4:80, 81, 87, 88-89.
2 Not signed.
Testimony of Albrecht Cuyn as to overcharges made by Ulrich Lupolt at the public store

Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Albrecht Cuyn, cadet, aged about 33 years, produced and examined as a witness at the request of Cornelis van der Hoykens, fiscal, and by true Christian words, on his conscience, in place and with promise of an oath if need be, has attested, testified and declared that he, the deponent, has purchased from Ulrich Lupholt, commissary in the store, red baize at three guilders, twelve stivers, and from his assistant, Laurens Haen, has bought the same baize and paid for it thirty-nine stivers the ell. All of which he, the deponent, declares to be true and truthful and that this is done by him solely to bear testimony to the truth, without dissimulation or regard of persons, or personal hatred or favor. Done this [ ] 1640, in Port Amsterdam, New Netherland.

This is the X mark of Albrecht Cuyn

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Testimony of Maryn Adriaensen as to overcharges made by Ulrich Lupolt at the public store

[244] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Maryn Adriaensen, aged 41 years, examined as witness at the request of Cornelis van der Hoykens, fiscal, who by Christian words on his conscience, in place and with promise of a solemn oath if need be, testified, declared and attested, as he, the
deponent, hereby testifies, declares and attests, that it is true and truthful that he, the deponent, has purchased from Uldrich Lupholt, commissary in the store, shoes for his children, to wit, children of 7, 8 and 9 years, at thirty-six stivers a pair, one pair with another. All of which he, the deponent, declares in effect to be true, [having made this declaration] without regards of persons, or personal hatred or favor, but only to bear witness to the truth. Done in Fort Amsterdam, this [ ] 1640, in Fort Amsterdam in New Netherland.

Marinus Adriasaensen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Testimony of Frederick Lubbertsen as to overcharges made by Ulrich Lupolt at the public store

This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Fredric Lubbersen, aged 36 years, who at the request of Cornelis van der Hoykens, fiscal, attests, testifies and declares, as he does hereby, on his conscience, in place and with promise of a solemn oath if need be, that it is true that some time ago he bought of Uldrich Lupholt, commissary in the store, copper kettles at twenty-three stivers a pound, and for one pound of sugar paid twenty-four stivers, which should have cost seventeen stivers All of which he, the deponent, declares to be true and that this is done by him solely on the ground that every Christian is bound to bear witness to the truth, especially when so required, the same being done without respect
Testimony of Tonis Jansen as to overcharges made by Ulrich Lupolt at the public store

[245] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Tonis Jansen, sailmaker, aged [ ] years, who at the request of Cornelis van der Hoykens, attests, testifies and declares, as he hereby does, on his conscience, in place and with promise of an oath if need be, that it is true and truthful that he, the deponent, has bought of Uldrich Lupholt, commissary in the store, sugar and paid for it twenty-three stivers a pound, which should cost only seventeen stivers. All of which he, the deponent, declares to be true and truthful, persisting in what is afore written, declaring that it is done by him without dissimulation or regard of persons, maintaining that every one is bound to bear testimony to the truth, especially when required to do so. Done in Fort Amsterdam in New Netherland, this [ ] 1640.1

1 Not signed.
Lease of Oloff Stevensen's plantation to John Smith and others

[246] Before me, Cornelis van Tienhoven, secretary in New Netherland appointed by the General Chartered West India Company, appeared John Smith, James Shacksburg and Herry Ly, 1 who in the presence of the subscribing witnesses acknowledge that they have hired from Oloff Stevensen his plantation situated on the island of Manhattan, heretofore occupied by Thomas Bescher, on the conditions and terms hereinafter written, to wit:

Oloff Stevensen aforesaid leases and delivers to them the house and plantation with the appurtenances thereof for the term of three consecutive years, beginning on the first of May 1641 and ending the first of May A° 1644, on condition that they, the lessees, shall annually pay to Oloff Stevensen, or his order, as rent for the above mentioned plantation, during the lease, 300 lbs of well-cured tobacco, for which they, the lessees, bind their respective persons and properties, movable and immovable, present and future, without any exception, under submission to the Provincial Court of Holland and Zeeland and all other courts, judges and justices; all in good faith, without guile or deceit, it being well understood that [each lessee] stands bound for himself as principal. Done the 25th of May A°. 1641, in Fort Amsterdam.

John Smith

This is the X mark of Jems Shacksburch

Acknowledged before me,

Cornelis van Tienhoven, Secretary

1 Henry Lee?
Bond of John Wood as security for money due by Namme Beets (Beeche) and Thomas Smith

[247] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared John Wodt, who in the presence of the subscribing witnesses binds himself as surety and principal for Namme Beets, to wit, for the payment of all such sums of money as she and Mr. Smith¹ jointly owe to the honorable West India Company and Isaac Allerton and also to Abraham Pagie and Nit Wilson.² The money of [Mr. Wood] which is in the hands of the honorable governor shall for the present be applied towards lessening the aforeforesaid debts, he, Mr. Wodt, promising to pay and discharge the balance and all expenses whenever the next crop of tobacco shall be fit to be delivered, with the express condition that her plantation situated on Long Island and all her goods and chattels shall be mortgaged to him until he is freed and released by Anna Beets from his present bond. Done this 27th of May A° 1641, in Fort Amsterdam in New Netherland.

Maurits Jansen, witness

John Wood

Cornelis vander Hoykens, fiscal, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

¹ Thomas Smith, the second husband of Namme Beeche. Her first husband was Thomas Beeche, or Bescher.
² Meaning Ned, or Edward, Wilson.
Bond of Isaac Allerton and .. as guardians of Eva, the minor daughter of Nanna Beets (Beache)

[248] This day, date underwritten, before me, Cornelis van Tienhoven, secretary in New Netherland for the General Chartered West India Company, appeared Isaac Allerton [and .], who being requested by Nanne Beets, mother of Eva Beets, that he, Isaac Allerton, and [ ] would act as guardians of said Eva Beets, both consented and promised to act towards Eva Beets, the afore-said child, as upright, faithful and honest guardians of orphans ought to act. Having this day received one cow and one bull calf, which constitute her portion of the paternal estate, we shall take care of said cattle and have them kept to the best advantage of said minor little girl Eva Beets, for which we bind our persons and property, movable and immovable, present and future, without any exception, subject to the jurisdiction of the Provincial Court of Holland and all other courts and judges. Done this 29th of May A° 1641, in Fort Amsterdam in New Netherland.

Isaac Allerton

Declaration of Huyc Aertsen and Philip Gerritsen respecting an agreement of Juriaen from Osnabrück to build a house for Philip Gerardy

Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Huyc Aertsen, aged about 34 years, and Philip Gerritsen, aged 26 years, both witnesses produced at the request of Philip Geraerdy, who jointly testify, attest and declare, in place and with promise of a solemn oath if need be, that it is true and
truthful that they, the deponents, were present when said Philip Geraerdy and Juriaen from Osenbruch\(^1\) agreed and contracted that said Juriaen should build a dwelling house, 25 feet long, 18 feet wide, for the sum of fl. 75, at his own expense, to wit, both as to timber and nails necessary for said house, the cost of which he himself must defray, on condition that there be on one side an opening\(^2\) and a door. All of which

Huych Aertsen van Bossem
Phylippus Gerritsen

Declaration of Maryn Adriaensen and Frederick Lubbersen that they purchased cows from the late Vrouwtje Ides

[249] Before me, Cornelis van Tienhoven, secretary of New Netherland appointed by the General Chartered West India Company, appeared Maryn Adriaensen, aged 41 years, who at the request of Jacob Stoffelsen attests and declares, as he hereby does, that it is true that he, the deponent, purchased from the late Vrouwtje Ides, widow of Cornells van Vorst, deceased, one cow, for the sum of two hundred and ten guilders, which cow Jacob Stoffelsen again bought from the deponent for the sum of two hundred and thirty guilders, and that they have settled and given satisfaction therefor on both sides.

Fredrick Lubbersen, aged about 37 years, declares and testifies at the request of Jacob Stoffelsen that he, the

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\(^1\) Osnabrück, in Hanover.

\(^2\) The Dutch word was probably uytlaet, which means an extension in the form of a passage way, or, in the case of a barn, a row of bays and stalls.

\(^3\) Not dated.
deponent, bought from Vrouwtje Ides one cow for the sum of two hundred and thirty guilders, which remained one whole summer and winter at Ahasimus, because there were no cows to feed the calves.

All of which the deponents declare to be true and truthful, offering to confirm the same by oath if need be. Done in Fort Amsterdam, this 2d of June Aº 1641

Marinus Adriaensen
Frerick Lubbertsen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Contract of Jan Habbesen and Jan Meris to build a house, out-kitchen and tobacco house for Isaac de Forest

[250] Before me, Cornelis van Tienhoven, secretary in New Netherland appointed on behalf of the General Chartered West India Company, appeared Jan Habbesen¹ and Jan Meris,² English carpenters, who promise, as they do hereby, to build as soon as possible for Isaac de Forest a dwelling house, 30 feet long and 18 feet wide, with 2 4-light windows and 2 3-light windows, 4 beams with brackets and 2 free beams, one partition and one passage way tight inside and outside and the entire house tight all round, and to make in the said house a pantry and three

¹ John Hobson.
² John Morris.
doors. 3 Also a tobacco house, 60 feet long, with the inside work; a small kitchen, 20 feet long and 16 feet wide, covered with clapboards; and an English chimney; the dwelling house to be covered in such a manner as to be secure against water and snow

All of which we promise to perform and to do, on condition that Isaac de Forest pay us as wages for the aforesaid work the sum of 300 Carolus guilders, to wit, fl. 100 when the house is raised and the remaining fl. 200 when the work shall be finished to the satisfaction of the aforesaid Foreest. Without fraud or deceit, this is signed by the said carpenters and Foreest in the presence of the subscribing witnesses. Done this 18th of July A° 1641, in Fort Amsterdam.

This is the X mark of Jan Habbesen, above named

This is the X mark of Jan Meris, above named

Isaack de Forest

Maurits Janse, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

3 According to a memorandum made by the editor before the original record was destroyed, the Dutch specifications read as follows: een woonhuys lanc dertich voett en 18 voet wijt met 2 cruys cosi.js ende 2 bolcosi.js, 4 biten met carbeels ende 2 losse biten, een middelschot, een uytlaet van binnen ende van buiten dicht ende t'geheele huys rondom dicht, int zelfde huys te setten een splis camer ende drie deuren. Dr. O'Callaghan translates the word cruys cosi.js as "transom windows," and bolcosi.js as "round windows," but this is incorrect. A cruys cosi.js is a rectangular window frame with a mullion and a horizontal bar, which cross each other near the center of the frame. The lower openings of such a frame usually have swinging sashes or blinds, whereas the sashes in the upper spaces are immovable. This style of window is typical of Dutch architecture and may be seen in almost all houses of the 17th century. A bolcosi.js does not mean a round or bow window, as the word would seem to imply, but refers to a rectangular window in which the mullion does not extend above the transom, so that the upper part constitutes but a single light. For location of the house, see Mrs. W. H. de Forest, A Walloon Family in America, 1:109-16.
Contract of sale between Cornelis Jacobsen Stille to Lambert Huybertsen Mol of a house and plantation on Long Island

This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Cornelis Jacobsen alias Stille, of the first part, and Lambert Huybertsen Mol, of the second part, who acknowledged that they had amicably agreed and contracted with each other in the manner hereinafter written, to wit:

Cornelis Jacobsen aforesaid sells to Lambert Huybertsen above named, who also acknowledges that he has purchased, the house and plantation belonging to him, together with all that is fastened by earth and nail, situated on Long Island next to Hans Hansen, extending in width along the river three hundred paces and, keeping the same width, as far into the woods as he can conveniently cultivate without prejudice to his neighbors; the grantor relinquishing hereby all right, title and interest which he may in any manner claim to and in the said plantation and its appurtenances and substituting him, Lambert Huybertsen, in his place as owner of the aforesaid plantation, provided that he, the grantee, pay to the grantor as the purchase price of the said plantation and its appurtenances the sum of two hundred and twenty guilders, which money the honorable director shall pay to the grantor, all without fraud. Done this 29th of July A° 1641, in Fort Amsterdam in New Netherland.

This is the X mark of Cornelis Jacobsen Stille

Lambert Huybertsen Mol

Jan Wyllemsen

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Charter party of the ship Eykenboom

[252] In the name of the Lord, Amen. In the year of the birth of our Lord and Savior, Jesus Christ, one thousand six hundred and Forty-one, the 30th of July, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared, in the presence of the subscribing witnesses, Arent Corsen¹ of Amsterdam, merchant, residing in Virginia, as freighter, of the first part, and skipper Gelain Cornelissen, master under God of the ship named De Eykenboom, of about one hundred lasts,² a little more or less, of the second part, and the aforesaid parties declared that they had mutually entered into and made a certain charter party of the aforesaid vessel in the form and manner hereinafter written, to wit:

The aforesaid skipper shall be bound, as soon as the Company's lay days have expired, immediately to deliver the aforesaid ship ready for sailing, tight, well caulked and provided with anchors, ropes, tackle, sails, running and standing rigging, victuals and other necessaries thereto belonging, and to arm said ship with six cannon and other ammunition in proportion. After this has been done, the ship shall sail hence to Virginia and be unloaded there of all such wares and merchandise as shall be thought proper by the above named Arent Corsen, who

¹ Arent Corssen Stam; see N. Y. Col. MSS., 2:138. He died before Aug. 18, 1647, when his widow, Agnietie Jillis, married Johannes de La Montagne.
² One last equals 2½ tons burden.
engages to furnish at least one hundred lasts, or as much as can conveniently be stowed in the above mentioned ship, for which the aforesaid Arent Corsen shall pay to the aforesaid skipper for each last of goods the sum of six pounds sterling at the place where he shall unload. When loaded, the skipper shall be bound to sail with the first favorable wind which God shall grant from Virginia direct to London and deliver the ship's cargo to those to whom it shall be consigned, who must receive the goods from the skipper within one month's demurrage. ³ The skipper with his ship, boat and crew shall be at the service of the above named Arent Corsen in the loading in Virginia according as he shall direct, with the express stipulation that the skipper with his ship and crew shall remain lying in Virginia, after the arrival of the ship there, five consecutive weeks, three or four days more or less. Arent Corsen shall also keep the skipper exempt from anchorage and pilotage during the voyage from New Netherland to Virginia and thence to London, where his final unloading shall take place. A new English flag shall likewise be given to the skipper as a present, in addition to the six pounds sterling per last, at eight hogsheads to the last. The freight for the one hundred lasts amounts to the sum of six thousand guilders, but if the ship can not carry so much, it is understood that the payment is to be in proportion to the measure, and if more than one hundred lasts can be received on board, the

³ Thus in O'Callaghan's translation. The real meaning is doubtless "within one month after arrival."
skipper shall receive for every additional last that is put on board £6 sterling per last, as soon as it shall be sufficiently manifest to the freighters that he has faithfully discharged and delivered the cargo at London and satisfied the bill of lading, and average according to the custom of the sea.

For all that is hereinbefore written the freighter binds his means and effects, movable and immovable, present and future, without any exception, and the skipper his person, ship, instruments and contracted freight, and generally all his other property collectively, submitting the same to the Court of Holland and all judges and justices, all in good faith, without fraud. Done in Fort Amsterdam in New Netherland, in the presence of Maurits Jansen.

Arent Corssen
Gleyn Cornelisen

Maurits Jansen, witness

Report of referees as to the damage done by cattle to the garden of Adam Roelantsen

[254] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, chamber at Amsterdam, appeared Hendrick Jansen, locksmith, aged about 40 years, and Paulus Jansen, aged 51 years, who at the request of Adam Roelantsen from Dockum testify, certify and declare, as they do hereby, in place and with promise of a solemn oath if need be, that it is true and truthful that we, the deponents, were chosen by said Adam Roelantsen and
Jan Damen, Molyn, sergeant, and Jan Forbus, which after we had thoroughly investigated everything we found to amount to the sum of twenty-three Carolus guilders. All of which we, the deponents, declare to be true, offering to confirm the same on oath. Done at Manhattan, this 31st of July, in New Netherland.

This is the X mark of Hendric Jansen, above named
This is the X mark of Paulus Jansen, above named
Acknowledged before me,

Cornelis van Tienhoven, Secretary

Bond of Ambrosius Lonnen to John Wood for the purchase money of a house and plantation on Long Island

[255] I, the undersigned, Amboroos Lonnen, hereby acknowledge that I am well and truly indebted to Mr. Wodt or his assigns in the sum of one hundred guilders, which debt arises from the purchase of the house and plantation heretofore occupied by him, Wodt, situated on Long Island at the bay of the North River; also another one hundred guilders which he, Amboroos Lonnen, likewise acknowledges being due by him to Mr. Wodt, amounting together to the sum of two hundred guilders, which two hundred guilders the above named Amboroos Lonnen promises to pay to said Wodt, or his order, next Christmas of the year 1641, for which he as principal and Master Lasle as surety and co-principal bind their persons and properties, submitting the same to the Court

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1 In N. Y. Col. MSS., 3:76, under date of March 22, 1651, he is given as "Jan Forbus from Sweden, aged 50 years." He signs himself "Johannes Forbes.

1 John Wood.
of Holland and to all other courts, judges and justices. All in good faith, without guile or deceit, this is signed by us in the presence of the subscribing witnesses. Done at Manhattan in New Netherland, this first of August A° 1641

This is the W mark of Amboroos Lonnren

This is the BH mark of Benedictus Hendricx

Acknowledged before me,

Cornelis van Tienhoven, secretary

Declaration of Jochim Pietersen Kuyter that he sent no tobacco by the ship Eykenboom

[256] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Jochim Pietersen Kuyter, who in the presence of the subscribing witnesses testifies and declares, in place and with promise of an oath if need be, that the attestant intended to send some tobacco to the fatherland by the ship De Eykenboom, but did not do so, because the ship went from here to another destination than the fatherland; and whereas he, the attestant, through Mr. Coenraet van Ceulen, merchant at Amsterdam, had the sum of seven hundred and fifty dollars underwritten on said ship, the premium whereof was to be paid by said Mr. van Ceulen, therefore he, the attestant, has made this declaration, so that the premium may be paid back.

Done in Fort Amsterdam, New Netherland, this 10th of August A° 1641. ¹

¹ Not signed.
Invoice of goods brought to New Netherland by the Eykenboom

[257] Invoice of the goods brought to New Netherland by the ship De Eykenboom and delivered to the following persons.

Delivered the following to Gillis Pietersen, master carpenter, who also acknowledges that he has received the same, to wit:

A quantity of deal boards and about 93 kegs with all sorts of nails.

This 14th of August A° 1641

Jellis Pietersen

To Andries Roulofsen, chief boatswain

6 cables, among them one tow line¹
3 flags and 3 pennants
11 casks of tar, say pitch
4 hogsheads of tar containing 15 tuns
8 herring barrels of yellow pitch²
4 bags of hair
6 bundles of oakum
100 bundles of moss
10 hawsers, 675 lbs
5 iron hawsers

1 cask containing

\[\begin{aligned}
20 \text{ white lines} \\
60 \text{ coils of housline}³ \\
60 \text{ coils of marline}
\end{aligned}\]

¹ Paerdelljn.  
² Harpuva.  
³ Huysingh.
The receipt of all of which from the hands of the honorable director the aforesaid Andries acknowledges. Done the 14th of August A° 1641.

This is the mark of Andries Rouloffsen, above mentioned.

Delivered to Tonis Jansen the following:
1 bale of French canvas
2 bales of sail cloth
1 keg with 200 lbs of sail yarn

The receipt of which from the hands aforesaid Tonis Jansen acknowledges. Done this 14th of August A°. 1641

This is the mark of Tonis Jansen, sailmaker.

Delivered to Hendric Jansen, locksmith
4 chaldrons of smith's coal
30 bars of square iron
60 bars of flat Swedish iron
150 pieces of hard iron

The receipt of which from the hands of the honorable Director Kieft I, Hendric Jansen, acknowledge. Done the 14th of August.

This is the mark of Hendric Jansen, locksmith.

Provisions
Delivered to Maurits Jansen, commissary of provisions, the following articles:
7 half casks full of brandy
1 ditto 2/3 full

8 half casks of brandy
6 whole casks full of sack
12 firkins ditto
1 firkin ditto which is used to fill these and have 12 firkins
11 firkins of French wine, full
1 ditto which is used to fill up the 11 firkins, besides 13 or
14 quarts allowed to the commissary because the casks do
not lie straight on the stand
11 aams of oil, full
1 ditto, 1/3 full
6 casks of train oil
1 ditto, 4/5 full
12 barrels of beef
6 ditto of pork
30 tuns of fine salt

I, the undersigned, Maurits Jansen, acknowledge that I have
received the aforesaid wines, etc. as found on inspection from
the hands of Willem Kieft, director general of New Netherland,
of which I promise to render a true and faithful account to him.
In testimony whereof I have signed this. Done at Manhattan,
this 14th of August A0 1641. 5

Merchandise
Nos, 71, 72 are 2 tuns of starch, amounting together to fl. 63.13
No. 74 a case with stationery 249.14
No. 75 a box of candles, containing 290 lbs 90. -

4 Thus in O'Callaghan's translation. The Dutch word was
probably vierdevat, quarter cask.
5 Not signed.
2 large crates containing 50 winnowing baskets 83.6

\[ 486.13 \]

Advance in price here 50% 243.6.8

fl. 729.19.8

I, Oloff Stevensen, commissary in the store, acknowledge that I have received from the hands of Willem Kieft, director general, the above goods, amounting to the sum of seven hundred and twenty-nine guilders, 19 stivers and 8 pence, of which I promise to render a true and faithful account to him. Done 14 August A° 1641

Oloff Stevensen

Release by Cornelis Melyn of Joris Dircksen from his contract to live on Staten Island

[259] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland, appeared in presence of the undersigned witnesses the worthy Carnelis Molyn, who declared that he had vacated and canceled the contract which Joris Dirksen made with him in the city of Amsterdam, for the following reasons:

First, inasmuch as some planters were murdered on Staten Island by the Indians a short time before the arrival here of the aforesaid Molyn and Joris Dirksen, the wife of Joris Dirksen is frightened and afraid to live on the aforesaid island.

2 Joris Dirksen was afterwards a magistrate of Breuckelen, L. I. See N.Y. Col. MSS., 3:130; 6:12.
Secondly, their wages are too small to enable them to keep house both on Staten Island and on the island of Manhattan.

He, Joris Dircksen, expressly promises and agrees that neither he nor any member of his family will remove to the jurisdiction of a foreign nation, but will endeavor to earn a living under the jurisdiction of the honorable Company, and if he leaves this country he will return with the Company's ships direct to the fatherland. For the performance of which he, Joris Dircksen, binds his person and property, movable and immovable, present and future, under submission to all courts and judges. Done this 15th of August A° 1640.  

Cornelis Melyn

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Release by Cornelis Melyn of Frans Jansen from his contract to reside on Staten Island

Before me, Cornelis van Tienhoven, appointed secretary in New Netherland, appeared in the presence of the undersigned witnesses the worthy Cornelis Molyn, who declares that he has canceled and annulled the contract which Frans Jansen made with him in the city of Amsterdam, for the following reasons:

3 The year should be 1641, as shown by the order of the documents in the record. Cornelis Melyn sailed from Holland in 1640, but on August 13th of that year was taken by a Dunkirk frigate. He sailed again in 1641, on the ship Eykenboom, which arrived in New Netherland in August of that year. See N Y Hist. Soc., Collections, 1913, 46:109-10.

1 Frans Jansen had a child, Tryntie, baptized at New Amsterdam on Nov. 24, 1641. In Jonathan Pearson's Early Settlers of Albany, he is identified with Frans Jansen Pruyn, but this is apparently a mistake, as the latter does not seem to have come to New Netherland until about 1661.
First, as some planters were murdered on Staten Island by the Indians a short time before the arrival here of the aforesaid Molyn and Frans Jansen, Frans Jansen's wife is frightened and afraid to live on Staten Island.

Secondly, their wages are too small to allow them to keep house both on Staten Island and on Manhattan Island.

He, Frans Jansen, expressly agrees, engages and promises that neither he nor any member of his family will remove to the jurisdiction of any foreign nation, but will endeavor to earn a living under the jurisdiction of the honorable Company; and if he leaves this country, he will depart direct for the fatherland in the Company's ships. He, Frans Jansen, further binds his person and property, movable and immovable, present and future, under submission to all courts, this 15th of August.

Cornelis Melyn

Certificate[1] that Margarita Gillis, wife of David Provoost, was living on January 1, 1640

[260] Before me, Cornelis van Tienhoven, residing secretary in New Netherland for the General Chartered West India Company, appeared Maurits Jansen, commissary of provisions, aged [ ] years, and Jan Willemsen Schut, steward, aged [ ] years, who at the request of David Provoost jointly testified, declared and certified, as they do hereby on their conscience and with promise

[1] This certificate is followed in the record by three similar attestations de vita by the same persons, under the same date, to the effect that Margarita Gillis was still living on July 1, 1640, Jan. 1, 1641 and July 1, 1641. See also #[169]
of a solemn oath if need be, that it is true and truthful that Margarita Gillis, wife of said Provoost and daughter of Barbara Schut, was still living on the first of January A°. 1640. All of which they, the attestants, declare to be true, persisting in their declaration and stating that it is made by them solely to bear witness to the truth, to no one's benefit or injury. Done this 16th of August A° 1641, in Fort Amsterdam in New Netherland.

Jan Willemsen
Maurits Jansen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Contract of Jeuriaen Hendricksen to enclose the house of David Provoost with palisades and to put in three windows

[262] Before me, Cornelis van Tienhoven, secretary, appeared Jeuriaen Hendricksen from Ossenbrugge,¹ who promises to deliver next Christmas Day to David Provoost, enclosed, his house situate on Long Island near Casqueteu, in form underwritten, to wit:

To deliver it the gables fore and aft enclosed all around with palisades fixed to the posts;² to raise the small house again, all for the sum of fl. 85; also for the same sum to set on the

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¹ Ossenbrugge, or Osenbrugge, the old Dutch name for Osnabrück, in Hanover, Germany

² Thus in O'Callaghan's translation. It is not clear what is meant by "palisades fixed to the posts."
east side 1 round window sash and 2 windows, payable either by a fair account or with money. Said Jeuriaen acknowledges to have received already fl. 52:8. For which the appearer binds his person and property under submission to all courts.

Done this 17th August A° 1641 in New Amsterdam.

This ∆ I is the mark of Jeuriaen Hendricks

To my knowledge,

Cornelis van Tienhoven, Secretary

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Lease of horses and cows from the guardians of Jan van Vorst to Huyck Aertsen van Rossum

Before me, Cornelis van Tienhoven, resident secretary in New Netherland for the General Chartered West India Company, appeared Huyck Aertsen, who in the presence of the undersigned witnesses acknowledges that he has hired one mare, valued at four hundred guilders, one filly valued, if it be in health on the first of May A° 1642, at fl. 250, and two cows valued at fl. 300, from Jan Damen and David Provoost, chosen guardians of Jan van Vorst, who also acknowledge that they have leased the aforesaid animals to said Huyck Aertsen on the conditions and terms hereinafter written, to wit:

The lessee acknowledges that he received the said animals at Ahasimus from the aforesaid guardians on the first of June 1641, on the express condition that he, the lessee, shall have the use of the said animals for three consecutive years, from

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3 "I round window sash and 2 windows" probably stands for i bolcosyn en 2 cruycosyns, meaning one window with single light in stationary upper sash and two windows with transom and mullion.
Power of attorney from David Provoost to Gillis Jansen Verbrug

[263] Before me, Cornelis van Tienhoven, appointed secretary

in New Netherland for the General Chartered West India Company,
appeared David Provoost, who in the presence of the undersigned
witnesses declared that he had appointed and empowered, as he does
hereby, Gillis Jansen Verbrug\(^1\) to demand from Gilliam Provost
the contract sent to him by the aforesaid Provoost which he made
with Haje Jansen, in order that the aforesaid Gillis Verbruch,
either amicably or [by such means] as necessity may require may
compel the aforesaid Haje Jansen to make payment, or, [in case
of refusal, force] the said Gullian Provoost to restore the afore-
said contract. Furthermore, should the said Verbruch deem it
advisable and it be necessary, to sue the said persons at law,
to prosecute the case to the end, either as plaintiff or defendant,
and, having received payment, to give receipt, which also shall
be valid. In like manner, Gillis Verbruch is empowered to demand
from the honorable the directors of the Chartered East India Com-
pany all such moneys as may be coming to him as his share of the
estate left by his deceased brother Benjamin Provoost, on receipt
of which moneys he is also authorized to execute a discharge, and
further in all things to act according to the order given to him.

Done in Fort Amsterdam, this 20th of August A° 1641

David Provoost

Cornelis vander Hoykens, fiscal, witness

Gillis de Voocht, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

\(^1\) He was a merchant at Amsterdam. His name is written also
Verbrugge and Verbruggen. See Correspondence of Jeremias van
Rensselaer, pp. 230, 304.
the first of June aforesaid to the first of June 1644, for which he shall be bound to pay to said guardians, or their assigns, annually for each cow fifteen pounds of butter at the beginning of each year, eight schepels of rye yearly for the mare, and when the filly is three years old eight schepels of rye annually, on the express condition that the risk of death of the aforesaid animals shall be borne half and half, and that the increase which by God's blessing may be produced in the three years shall be divided equally at the expiration of the aforesaid years, provided that they, the lessors, shall first of all take away all such animals as they delivered at Ahasimus on the first of June 1641. For all of which he, Huyck Aertsen, and Jan Evertsen as surety and principal, each for the whole as principal, bind their persons and properties, movable and immovable, present and future, under submission to the Court of Holland and West Friesland and all other courts, judges and justices. In good faith, without guile or deceit, this is signed by the respective parties and Jan Eversen, as surety. Done the 17th of August A° 1641, in Fort Amsterdam.

Huyck Aerts van Rossum
Jan Jansen Damen
David Provoost

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Contract of sale of a house and plantation from Jan Jansen Schepmoes to George Baxter and Walter Harfoort

[264] Before me, Cornelis van Tienhoven, secretary in New Netherland appointed by the General Chartered West India Company, appeared in presence of the subscribing witnesses, Jan Jansen Schepmoes, of the first part, and George Baxter and Walter Harfoort in company, of the second part, who acknowledged that they had agreed and contracted in the manner and on the terms hereinafter written, to wit:

Jan Schepmoes sells to the aforesaid persons his house and plantation, together with all that is fastened by earth and nail, the fruits of the garden only excepted, to be delivered according to the specification hereto annexed, and that for the sum of five hundred and twenty guilders, payable, the first half, next last of November A° 1642, and the other half on the last of November A° 1643; and in case they fail to pay at those times, 200 lbs of tobacco shall be paid annually by the purchasers as rent, to wit, redeemable rent. Therefore, Jan Schepmoes relinquishes all right, title and interest which he may in any manner claim in and to the aforesaid plantation and conveys the same to the purchasers, to dispose thereof according to their pleasure, for which the parties bind their respective persons and properties, movable and immovable, without any exception, submitting to all courts in the world, provided that the purchasers shall not sell any of the plantation until the seller be paid. Done at Manhattan the 20th of August A° 1641
Specification of what is to be delivered with the plantation
The half of the turnips, 2 beds of parsnips, 3 sows, one barrow
pig, 5 iron wedges, 2 iron sledges, 4 axes, 1 shovel, 2 spades,
2 hoes, 1 cross cut saw as it is, one adze, 1 chisel, 1 iron pot
as it is, 1 kettle, 1 pan, 4 empty casks, 6 hens, 2 wooden bowls,
8 skepels of wheat, 2 wooden hammers, 1 skepel of salt, 1 skepel
of pease, 1 grindstone 2 beaver skins.

It is also agreed to pay in tobacco or corn at such prices
as the honorable director in New Netherland shall be willing to
accept.

Joachim Kierster                  Jan Schipmos
Abram Plank                      Geo: Baxter
Gillis de Voocht                 This is the X mark of Walter
                                 Hartfoort

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Contract of sale between Hendrick Jansen and Maryn Adriaensen
of a house, barn and arable land

[265] On the 26th of August in the year of the birth of
our Lord and Savior Jesus Christ, anno sixteen hundred and forty-
one, before me, Cornelis van Tienhoven, appointed secretary in
New Netherland for the General Chartered West India Company,
appeared Hendric Jansen, tailor, of the first part, and Maryn
Adriaensen of the second part, who in the presence of the under-
signed witnesses acknowledge that they have agreed and contracted
about the purchase of the house, barn, barrick, hereditaments and the arable land belonging to him, Hendric, which Hendric shall cause to be plowed and sown twice with such grain as Maryn shall please, and that on the following conditions and terms.

Hendric Jansen sells, as he hereby does, to the aforesaid Maryn Adriaensen, who also acknowledges the purchase of the aforesaid house, barn, barrick, hereditaments and arable land, together with all that is fastened by earth and nail, to be delivered to the aforesaid Maryn next May A° 1641, with the express condition that Hendric Jansen shall retain as his property the brewhouse and two brew kettels, which he, the seller, shall be obliged to remove and take away at his convenience and pleasure; for which the aforesaid Maryn Adriaensen shall pay to the seller the sum of twenty-five hundred guilders, computed at 20 stivers the guilder, payable in three instalments, to wit, next May A° 1642 the sum of eight hundred Carolus guilders, on the first of May A° 1643 following a like eight hundred guilders, and in May A° 1644 the sum of nine hundred guilders. For all of which we, the buyer and the seller, one for the payment and the other for the delivery, jointly bind our respective persons and goods, movable and immovable, present and future, without any exception, submitting to that end to the Provincial Court.

1 The same as hay-barrack, a corruption of the Dutch term berg, or hooiberg (also written hooibarg), meaning a light, adjustable roof supported by posts, which serves to shelter hay. A minute description of the construction of such a hayrick is given in J. Le Francq van Berkhey, Natuurlijke Historie van Holland, 9:217–45.

2 Situated near the Smith's valley, or Smits vly, Manhattan Island; see next contract and J. H. Innes, New Amsterdam and its People, pp. 279–80.
of Holland and West Friesland and to all other courts, judges and justices, all in good faith, without fraud. Done this 26th of August A° 1641, on the island of Manhattan, in New Netherland.

Hendryck Janse
Marinmys Adriiansen

Gillis Pietersen, witness
Jan Jans Damen, witness

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Contract of sale between Maryn Adriaensen and Jan Jansen Damen of the land near the Smith's valley

This day, date underwritten, before me, Cornelis van Tienhoven, admitted secretary in New Netherland for the General Chartered West India Company, appeared Maryn Adriaensen, of the first part, and Jan Damen, of the second part, who in the presence of the undersigned witnesses acknowledge that they have amicably agreed in the manner hereinafter written, to wit:

Maryn Adriaensen acknowledges that he has sold to Jan Damen, who also acknowledges that he has bought, the land which said Maryn purchased from Hendric Jansen, tailor, situated near the Smith's valley; for which land said Jan Damen shall pay the sum of one thousand Carolus guilders in three instalments, to wit, on the first of May A° 1642 the sum of four hundred guilders; A° 1643, the sum of three hundred guilders; A° 1644, a like sum of three hundred guilders; on condition that Maryn shall deliver the land sowed to the satisfaction of the purchaser.
For all of which the parties bind their respective persons and properties, movable and immovable, under submission to all courts. Done this 27th of August A° 1641, at Manhattan in New Netherland.

This is the X mark of Maryn Adriaensen, above named

Jan Jansen Damen

Gillis Pietersen
Arent Steffeniers

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Declaration of officers of the ship Angel Gabriel that they had prevailed on the captain to steer for New Netherland on account of the disabled condition of the ship

[267] Before me, Cornelis van Tienhoven, secretary in New Netherland appointed by the General Chartered West India Company, appeared Jacob Reynsen, pilot of the ship The Angel Gabriel, Jacob Louresen, chief boatswain, Symon Claesen, gunner, and Melis Pietersen, at the request of Lourens Cornelissen, skipper of the above named ship The Angel Gabriel, who jointly and severally declared, testified and attested, as they do hereby, in place and with promise of a solemn oath if need be, that they all, on the voyage from Curasou to Holland, found themselves with one mast broken in two places and a leaky ship; whereupon we, the deponents, as officers, declare that we besought [the aforesaid skipper] to run to New Netherland, upon the express condition that they, the deponents, and all the ship's crew

1 Curacao, one of the Dutch West India islands.
would give up one month's wages. All of which they, the deponents, declare to be true and truthful, persisting in their declaration, saying that they have done this only to bear testimony to the truth. Done this 6th of September A° 1641, in New Netherland.

Jacob Reynsen, pilot
Jacob Louwersen

This is the X mark of Symon Claesen, gunner

This is the X mark of Melis Pietersen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Charter party of the ship Angel Gabriel

In the name of the Lord, Amen. On the 6th of September, in the year of the birth of our Lord and Savior Jesus Christ one thousand six hundred and forty-one, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared in the presence of the undersigned witnesses the Hon. Willem Kieft, director general, as freighter, of the first part, and skipper Lourens Cornelissen, skipper under God of the ship The Angel Gabriel, of about 120 lasts burden, of the second part, who declared that they had entered into and made with each other a certain charter party of the aforesaid ship, in the manner hereinafter written, to wit:

The aforesaid skipper shall be bound to deliver the aforesaid ship ready to sail, tight, well caulked and provided with anchors, ropes, tackles, sails, standing and running rigging,
provisions and other necessaries appertaining thereto; to arm
said ship with twelve cannon and other munitions in proportion,
and [to man the same with] eighteen able-bodied men. A super­
cargo shall be placed on board of said ship on behalf of the
honorable Company, whose board shall be at the expense of the
skipper and whose wages shall be paid by the honorable Company
On the performance of which the said ship shall be loaded by the
honorable director on behalf and for the account of the honorable
directors of the Chartered West India Company, chamber of Amsterdam,
with all such goods and merchandise as he shall deem proper,
provided that the skipper shall remain with the aforesaid ship
in the roadstead of Port Amsterdam until next Amsterdam fair,
being the 22d of September, in order to ship the goods conveniently;
and if it should happen that the aforesaid skipper were detained
some days beyond the specified time, it shall be determined by
the award of arbitrators in the city of Amsterdam how much more
ought to be paid to him for the demurrage. When loaded, the said
skipper shall sail with the aforesaid ship and crew by the first
fair wind which God shall grant from this place direct to
Amsterdam, where his legal place of unloading shall be, and deliver
the cargo to the honorable directors aforesaid and that according
to the usage and custom of the sea. The bills of lading being
satisfied and the goods faithfully unloaded he, the skipper, shall
receive from the honorable directors as freight of the cargo the
sum of twenty-five hundred Carolus guilders, the guilder reckoned
at 20 stivers  For [the fulfilment of] all that is above written
he, the freighter, binds all the effects and means of the honorable
West India Company in New Netherland, movable and immovable, present and future, without any exception, and the skipper his persons and ship, instruments and contracted freight and all his other property in general, submitting the same to all courts, judges and justices, without fraud. Done the year and day aforesaid, in Fort Amsterdam in New Netherland.¹

Discharge from Jan Cornelissen van Vorst to his guardians for the administration of his share of his father's estate

This day, the 14th of September of the year of our Lord and Savior Jesus Christ, one thousand six hundred and forty-one, personally came and appeared before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, Jan Cornelissen van Vorst, who in my, the secretary's, office, in the presence of the subscribing witnesses, declares that he is about twenty-six years of age; also, that he, the appearer, on the 13th of September last received to his full contentment and satisfaction a good and correct account of the administration which his late guardians, Jan Damen and David Provoost, have had of the inheritance of the said van Vorst, which came to him from the estate of his deceased father and his brother Hendric van Vorst, deceased, the receipt of which he hereby acknowledges. [I, the appearer], likewise acknowledge that they have given me good and proper information and delivered to me an account in due form of all matters appertaining thereto,

¹ This charter party is not signed, another instrument, drawn up the same day, being recorded a few pages farther on.
for which trouble and labor and their good care of both my person and means and effects I tender my thanks to the aforesaid Jan Damen and David Provoost. I therefore grant them a discharge, as I do hereby, releasing and discharging them from all further claims and demands which [I,] the appearer, or any other person, may have after this date, the appearer being bound to meet the same and to hold his legal guardians harmless. He, the appearer, declares that no such claims will ever be made by himself, his heirs, or successors, and he releases now and forever his aforesaid guardians, their persons and properties, movable and immovable, present and future, from all future demands, for which he, van Vorst, binds all his means and effects, movable and immovable, present and future, without any exception, submitting the same to the Provincial Court of Holland and West Friesland and to all other courts, judges and justices, all in good faith, without fraud. Done the day and year above written.

Jan van Vorst

Maurits Jansen
Jan Ver Crevillje 1

{ witnesses

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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1 Thus in O'Callaghan's translation. The name should be Vermeille, or Ver Meillye, as he signs his name as a witness to one of the following documents.
Power of attorney from Jan Cornelissen from Gouweriaen to his brother Pieter Cornelissen to sell property in Gouweriaen

[271] Before me, Cornelis van Tienhoven, secretary in New Netherland appointed by the General Chartered West India Company, appeared Jan Cornelissen from Gouweriaen, an inhabitant here, well known to me, the secretary, who before and in the presence of the undersigned witnesses declared that he had appointed and empowered, as he appoints and empowers hereby, his brother Pieter Cornelissen to sell in his name and for him to his best advantage all such lands as he, the principal, possesses at Gouweriaen, both at the country seat of Pieter Willemens and another parcel of land situated also in Gouweriaen, on which parcel Pieter Willemens has advanced some money to the aforesaid principal, who orders his brother Pieter Cornelissen, whenever the land shall be sold, to satisfy and pay the advanced money to his brother-in-law Pieter Willemens, according to the existing instrument thereof. Furthermore, Pieter Cornelissen shall have power to deduct for himself from the proceeds of the aforesaid land the sum of three hundred and nine guilders, ten stivers, with the accrued interest, which the principal owes him. In regard to what shall remain after the aforesaid sums have been paid, Pieter Cornelissen shall follow the principal's orders. He, Jan Cornelissen, shall hold as valid whatever shall be done herein by brother Pieter Cornelissen, giving him full power and

1 The same as Goudriesen, a village in the province of South Holland, Netherlands.
2 Probably a translation of the Dutch word hofstede, which means a farm, or farmstead.
authority when the aforesaid land is sold to give a conveyance
and deed thereof and on receiving payment to execute a discharge;
also, if necessary, should any one manifest any unwillingness to
pay him in the matter aforesaid, to sue him at law and to prosecute
the case, either as plaintiff or as defendant, and further to
act therein as circumstances and time may require. Done in Fort
Amsterdam and signed by the subscribing witnesses and the prin­
cipal and by me, the secretary, by way of record, the 14th of
September 1641, in Fort Amsterdam in New Netherland.

This is the X mark of
Jan Cornelissen, above named

Adriaen van Tienhoven
Frederick Lubbertsen \{ witnesses

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Charter part of the ship Angel Gabriel

[272] In the name of the Lord, Amen. On the 6th of
September in the year of the birth of our Lord and Savior Jesus
Christ, one thousand six hundred and forty-one, before me,
Cornelis van Tienhoven, appointed secretary in New Netherland
for the General Chartered West India Company, appeared in the
presence of the undersigned witnesses the Hon. Willem Kieft,
director general of New Netherland and in that capacity as
freighter, of the first part, and Laurens Cornelissen, skipper
under God of the ship The Angel Gabriel, of about 100 lasts
burden, of the second part, which aforesaid appearers declared
that they had mutually entered into and made a certain charter party of the ship aforesaid in the manner hereinafter written, to wit:

The aforesaid skipper shall be bound to deliver the said ship ready, tight, well caulked and provided with anchors, ropes, tackling, sails, standing and running rigging, provisions and other necessaries; to arm said ship with twelve cannon and other munitions in proportion and [to man the same] with eighteen able-bodied men; which being done, the said ship shall be loaded by the aforesaid director general on the part and for the account of the honorable directors of the Chartered West India Company, chamber of Amsterdam, with all such wares and merchandise as he shall deem proper. He shall also take on board here and convey to Amsterdam as many persons as the said honorable director shall please, whether soldiers, free persons, women, or children, whom he must provide with meat and drink and have served at sea according to the table of rations of the honorable Company, on condition of receiving for each person per diem what shall be considered just by impartial and competent men at Amsterdam, for which the honorable Company shall be responsible. Furthermore, the skipper shall remain here in the roadstead before Fort Amsterdam until next Amsterdam fair, in order, meanwhile, to ship the goods conveniently, and in case he be detained longer than the aforesaid lay days, it is agreed that he, the skipper, after the completion of the voyage from this place to Amsterdam, shall be paid according to the award of arbitrators who understand the matter. When loaded, the aforesaid skipper and his crew shall be bound to sail
with the first fair wind which God may grant from here direct to Amsterdam and there faithfully discharge and deliver the lading to the honorable directors or their agents. Having fulfilled the bills of lading and faithfully discharged and delivered the cargo in good condition, the skipper shall receive and be paid by the honorable directors for freight the sum of twenty-five hundred guilders, the guilder reckoned at 20 stivers, and average and pilotage according to the custom of the sea. The skipper shall be obliged to take on board here a supercargo of the Company, in the Company's pay, but whose food, entertainment and lodging in the cabin shall be at the skipper's expense. Furthermore, neither he nor his crew shall be at liberty to take in for themselves or others, openly or secretly, any private goods, merchandise or money against payment of freight or otherwise, except what shall be put on board by order of the director, in regard to all of which the skipper shall be responsible for his crew and their faithful conduct, to which end the honorable Company remains free to inspect the ship and cargo at their pleasure. Likewise, the skipper must also be responsible for the honesty of his crew, as regards any pilfering of the shipped goods, without the Company being obliged, in case of trouble, to point out or to discover the guilty persons specifically or by name, all on pain of forfeiting the ship, instruments and contracted freight, and the goods and cash taken on board. Likewise, the said skipper shall not be at liberty to carry over from here any private individuals or persons bound to service, without permission and order of the honorable director aforesaid, on pain
of [paying] fifty Carolus guilders for each person. Furthermore, if he, the skipper, capture any prizes on the homeward voyage, he shall faithfully turn them over to the honorable directors of the Amsterdam Chamber on pain of forfeiting for the behoof of the Company the ship aforesaid and the crew's portion and share of said prizes, or the value thereof. For all that is above written the freighter binds the means and effects of the honorable Company in New Netherland and the skipper his person, ship, instruments and contracted freight, in addition to what is stated above, and generally all his other property collectively, submitting to all courts, judges and justices. All done honestly and in good faith, in Fort Amsterdam in New Netherland, in presence [of the witnesses]

Willem Kieft
Louris Cornelis

Adriaen van Tienhoven
Abram Planck

both witnesses

Power of attorney from Sibout Claessen to his brother Hendrick Claessen to collect moneys coming to him from the estates of his mother and brother

[274] Before me, Cornelis van Tienhoven, secretary residing in New Netherland for the General Chartered West India Company, appeared Sybolt Claesen from Hoorn, to me, the secretary, well known, who in the presence of the undersigned witnesses appoints and empowers, as he does hereby, his brother Hendric Claesen, residing at Hoorn, to demand and collect in his name and on his behalf from the worshipful orphanmasters of the aforesaid city
of Hoorn all such moneys as are coming to him, the principal, from the estate of his deceased mother, Annitje Hendricks, and of his late brother, Jan Claesen, together with the sum of one hundred Carolus guilders which the principal paid his late father Claes Sybolsen in the presence of his stepmother Neeltje Jans, inasmuch as the principal at the office of me, the secretary, declares that he has not received one penny thereof. Therefore, he, Sybolt Claesen, puts his aforesaid brother in his stead, giving him hereby full power to prosecute his claim to the end, either with or without legal proceedings, and to dispose of all matters as if he were present; also, on receipt of said moneys, to execute a discharge, which shall be valid by virtue hereof, and furthermore approving all that shall be transacted by his said brother. Done this 23d of September A° 1641, in New Amsterdam in New Netherland. Signed by the principal and the witnesses.

Sibout Clasen

This is the P mark of Barent Dircksen
Adriaen van Tienhoven
Acknowledged before me,

Cornelis van Tienhoven, Secretary
Release by Jan van Vorst to Jacob Stoffelsen of all further demands on account of his inheritance from his late father and brother

Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Jan Cornelissen van Vorst, who in the presence of the undersigned witnesses acknowledged that he had received and been paid in full by Jacob Stoffelsen from Ziricksee all that was due him from the estates of his deceased father and his brother Hendric van Vorst, wherefore he, Jan van Vorst, thanks the above named Jacob Stoffelsen for the true and correct accounting and the faithful payment he has received and gives him the annexed power of attorney, releasing him from all future demands on account of the aforesaid matter, now and forever, either by himself, his heirs, or successors. Likewise, as he, van Vorst, acknowledges the receipt of his share of the estates of Cornelis and Hendric and wishes to secure Jacob Stoffelsen against any other bad debts which might come to light, he therefore pledges and assigns to Jacob Stoffelsen the half of all his cattle which he still has in New Netherland, so that he shall not be able to sell or alienate them without the express consent of the above named Jacob Stoffelsen. Done and signed this 28th of September A° 1641

Jan van Vorst

Gillis de Voocht, witness
Bond and Mortgage from Jacobus van Curler to the West India Company

[276] I, the undersigned, Jacob van Curler, late commissary of cargoes in New Netherland, do acknowledge for myself, my heirs and successors that I am well and truly indebted to the honorable directors of the General Chartered West India Company in the sum of two thousand and seventeen guilders, eight stivers and two pence, as appears by the Book of Monthly Wages No. C; which aforesaid sum I promise to tender and pay, free of costs and charges, to the said gentlemen or the honorable director in New Netherland, and for the payment as aforesaid I, Jacob van Curler, mortgage my house and plantation situated on the island of Manhattan. The director shall also receive annually the rent in part payment and have control of the plantation until the time of payment. For all of which he, Jacob van Curler, binds his person and all his means and effects, movable and immovable, present and future, which he may have in Gelderland or elsewhere, submitting to that end to the Court of Holland and to all other courts, judges and justices. All this is signed in good faith, without fraud or deceit, by me, Jacob van Curler, in presence of the subscribing witnesses hereto invited. Done the 27th of September A°. 1641

Jacobus van Curler

Maurits Jansen
Adriaen van Tienhoven

} witnesses

Acknowledged before me,

Cornelis van Tienhoven, Secretary
Promissory note from Jacobus van Curler to Rev. Everardus Bogardus

[277] I, the undersigned, Jacobus van Curler, late commisary of cargoes in New Netherland, hereby acknowledge that I am well and truly indebted to Everardus Bogardus, minister here, in the sum of three hundred and sixty-three guilders, which said money I promise to pay to Everardus Bogardus or his order in full and to his satisfaction, free of costs and charges, without gainsay, as this is loaned money, and in order the better to secure [the payment] I, the undersigned, bind my person and property, movable and immovable, present and future, under submission to all courts, judges and justices, all without fraud. Done at Manhattan this 28th of September A° 1641.

Jacob van Curler left in the hands of the minister five goats, among them two of four years, one of two years and one of one year. Dated as above.

Jacobus van Curler

Jan Ver Meillye
Adriien van Tienhoven, witness

Release of all demands from Tymon Jansen to Dirck Corsen Stam with power to demand the delivery of a power of attorney sent to Doctor Thomas Ses

[277] This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared Tymon Jansen, ship carpenter, residing here, who in the presence of the undersigned witnesses appointed and empowered, as he does hereby, Dirck Corsen Stam of
Amsterdam to demand and secure from Doctor Thomas Ses\(^1\) such power of attorney as he, Ses has received from New Netherland in the matter of Dirck Corsen Stam above named, inasmuch as the principal acknowledges that he has this day been satisfied for and paid all such demands as he, Tymon Jansen, may in any wise have to this date against the said Dirck Corsen, wherefore he discharges and releases the same from all further demands, either by himself, his heirs, or successors, and declares it to be his real will and desire that the above named Doctor Thomas Ses shall not in any manner molest Dirck Corsen in the matter aforesaid, but hand him the above mentioned power of attorney.

Thus done in Fort Amsterdam in New Netherland, the 31\(\text{sic}\) April 1642.

This is the X mark of Tymon Jansen

Harmanus Booghardil

Power of attorney from Ulrich Lupolt to Guilliam Momma to collect money from the guardians of Laurens Jansen Haen

[278] Before me, Cornelis van Tienhoven, admitted secretary in New Netherland for the General Chartered West India Company, appeared Ulrick Lupolt, an inhabitant here, who in the presence of the undersigned witnesses constitutes, as he does hereby, Mr. Guilliam Momma, merchant at Amsterdam his attorney, with

\(^1\) Elsewhere referred to as Thomas Sas and Thomas Jansen Ses. He was a resident of Virginia and died before December 12, 1642. Thomas Sex, who is mentioned under date of 1665 in *Records of New Amsterdam*, 5:218-19, was probably his son. His real name seems to have been Sax; see G. C Greer, *Early Virginia Immigrants*, p. 291
power to demand in his, the principal's name from the tutors or guardians of Laurens Jansen Haen the sum of seven hundred Carolus guilders, which the aforesaid Laurens Haen has stolen from him, Lupolt, out of the store and which said Lupolt paid here to the honorable Company, and in order that the same may clearly appear he sends herewith the judgment against the said Haen, whereby the crime is made manifest And in case the tutors or guardians are unwilling to restore the said money, Mr. Momma is authorized to bring them into court and to compel them to pay, appearing himself as party in the action either as plaintiff or defendant, he, the principal, holding valid whatever shall be performed herein by the aforesaid Momma. Done the 28th of September A° 1641, in Fort Amsterdam in New Netherland.

Ulrich Lupoltt

A. Hudde witnesses

Jan Jansen Campen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Agreement of Tymen Jansen to accept cattle at the price paid in Virginia

I, the undersigned, Tymen Jansen, do promise, in case Thomas Sas¹ before the date hereof received in Virginia any cattle on my account for the debt which Dirck Corsen owed me, that I shall accept them at the price they were received there, provided one-half of the amount be paid one year after the receipt and the

¹ Dr. Thomas Ses; see # [277].
other half two years after the receipt. Done the 31st of March A° 1642, in Fort Amsterdam in New Netherland.

This is the X mark of Tymen Jansen

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Lease from Philip du Trieux to Pieter Andriessen of a milch cow on shares

[279] Before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared in the presence of the undersigned witnesses Pieter Andriessen, who acknowledged that on the 2d of August last he received from Philip de Truy one cow on the conditions and terms hereinafter written.

First, the risk of death shall be shared jointly by Philip de Truy and him, Pieter Andriessen aforesaid, for the term of four consecutive years, beginning on the 2d of August A° 1641 and ending the 2d of August A° 1645, on condition that at the expiration of the aforesaid four years the increase shall be shared and divided half and half. Furthermore, Pieter shall annually pay to Philip or his assigns twenty-five pounds of butter as rent of said cow, and if it happen that no more than one calf, whether bull calf or heifer calf, be produced from the aforesaid cow during the said years, it shall be appraised by arbitrators and lots shall be drawn to determine who shall keep it and whoever retains it shall pay one-half the valuation to him who loses his half [interest in the calf]; all without fraud. Done this
15th of October A\(^{0}\) 1641, in Fort Amsterdam in New Netherland.

Phylippe du Tryeox\(^{1}\)

This is the X mark of Pieter Andriessen

John Stanley, witness
Cornelius van der Hoykens, fiscal, witness

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Lease from Director Kieft to Hendrick Pietersen of a piece of maize land on Manhattan Island

[280] This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared the Hon. Willem Kieft, director general, of the first part, and Hendric Pietersen from Hasselt, of the second part, who in the presence of the undersigned witnesses acknowledged that they had amicably agreed and covenanted together about the hire of a certain piece of maize land situated on the island of Manhattan, on the highway, where Jan Damen adjoins on the south and Everardus Bogardus on the north, and that on the following conditions.

The honorable director, or whoever may hereafter happen to succeed him, shall at the Company's expense cause to be erected on said land a barn,\(^{1}\) 50 feet long and 20 feet wide, with an

\(^{1}\) Thus in O'Callaghan's translation. In other places the signature reads: Phylippe du Tryeux.

\(^{1}\) O'Callaghan's translation originally had "farm house," which was changed to "barn." The Dutch word was probably bouwhuys, meaning a combination dwelling house and barn.
entrance, and a barrack of four rods. The aforesaid Hendric Pietersen shall have the use of the said house and land during eight consecutive years, beginning the first of next May A° 1642 and ending the first of May A° 1650, for which use of the house and land he, the lessee, shall pay annually to the lessor as rent one just third part of all the grain which God shall bestow on the field, on the express condition that he, the lessee, shall be bound to exert himself to the utmost to cultivate the land diligently and to keep it in such condition as a good farmer is bound and ought to keep his land. He, the lessee, shall during the lease keep the fences that enclose the land in proper repair at his own expense and at the expiration thereof deliver them back in good condition. All of which the lessor and the lessee mutually promise to execute and to perform as far as it lies in their power, binding therefor their persons and properties, without fraud.

The honorable director shall also deliver two cows for eight years, the risk of death to be borne equally by both parties and the increase to be divided half and half every three years, provided that each time two cows shall be set aside for the Company and that 25 lbs of butter shall be paid annually as rent for each cow. In testimony and witness of the truth this is signed by

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2 Probably a translation of the Dutch word uytlaet, meaning a side aisle, running the entire length of the building, which serves as a passage way, or which is divided into a series of bays and stalls.

3 Apparently a translation of the expression een berg van vier roeden, meaning a hay barrack with four posts, i.e. an adjustable roof supported by four posts.
the respective parties and the witnesses hereto invited. Done
this 21st of October A° 1641, in Fort Amsterdam.

Willem Kieft

This is the X mark of Hendric Pietersen

Maurits Jansen, witness

This is the X mark of Cosyn Gerritsen, witness

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Bill of sale of pipe staves and heads to Director Kieft

[281] We, the undersigned, Richard Lengh1 and Andrew
Messinjou,2 hereby acknowledge that we have sold to the Hon.
Willem Kieft, director general of New Netherland, twenty-five
thousand pipe staves, to wit, twelve hundred to the thousand
and one hundred heads with every thousand staves, the same to
be delivered according to the samples which have been furnished
to the honorable director, it being well understood that all the
staves are to be of sound timber and that the said staves, having
been properly made by us, are to be loaded by us on the wagon and
hauled at the expense of the honorable director aforesaid to the
strand, where they are to be properly watered by us; that being
done, the staves are again to be piled and then to be counted
and received. For all of which we are to get and receive from

1 Richard Lang?
2 Andrew Messenger.
the said honorable director the sum of eighty Carolus guilders for every thousand [staves], the thousand to be computed at twelve hundred. For the proper performance without fraud of all that is above written we bind our persons and properties, movable and immovable, present and future, under submission to all courts, judges and justices. All in good faith, without fraud or deceit, this 22d of October A° 1641, in Fort Amsterdam in New Netherland.

This is the X mark of Richard Lengh

This is the X mark of Andru Messingjour

Maurits Janse
Tho: Willett
Acknowledged before me,
Cornelis van Tienhoven, Secretary

Lease from Director Kieft to Thomas Hall of van Twiller's plantation on Manhattan Island

[282] This day, date underwritten, before me, Cornelis van Tienhoven, appointed secretary in New Netherland for the General Chartered West India Company, appeared the Hon. Willem Kieft, director general, of the first part, and Thomas Hall, of the second part, who acknowledged that they had agreed and contracted about the lease of the plantation occupied at present by said Hall, situated about Sapokanikan, on the island of Manhattan, and belonging to the former Director Wouter van Twiller, on the conditions and terms hereinafter written, to wit:

The Hon. Director Kieft aforesaid, in the name and on the part of Mr. Twiller, leases the said plantation to said Thomas Hall, who acknowledges that he has rented the same, with two Negroes, for five consecutive years, on condition that he, the lessee, shall at his own expense cause to be built on said plantation a barn as good as the Domine's, fifty feet long, which barn at the end of the five years shall belong to the aforesaid van Twiller or his assigns, on condition that toward the construction of the barn there shall be given to him one hundred guilders and the necessary nails.

The lease commences on the first of January $A^O$ 1642 and shall end on the first of January $A^O$. 1647, during which term he, Thomas Hall, shall pay annually as rent of the aforesaid plantation and Negroes seven hundred and fifty pounds of well inspected tobacco; but in case one or both of the Negroes should happen to die during the lease, the lessee shall receive a rebate for them according to arbitration. In witness and token of the truth this is signed by the respective parties this 30th of November $A^O$ 1641, in Fort Amsterdam in New Netherland.

And said lessee promises in the aforesaid five years to clear as much land as possible on said plantation.

Willems Kieft

Thomas Hall

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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2 Apparently a translation of the expression goede keur tabak, meaning tobacco passed by the inspectors as being of good quality.
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Compiled by Kenneth Scott, Ph.D., F.A.S.G.

The following have been omitted because they appear so frequently: New Amsterdam, Fort Amsterdam, New York, New Netherland, Manhattan, and O'Callaghan.

Numbers refer to documents, and not to pages. Some numbers have been omitted in the typescript.

Since -sen, -ssen, and -sz are interchangeable male patronymic endings, the -ssen and -sz endings are omitted as variants.
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