MINUTES OF THE COURT

OF

ALBANY, RENSSELAERSWYCK AND SCHENECTADY

1675 — 1680

VOLUME II

Translated and edited

by

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PREFACE

This volume contains translations of the minutes of the court of Albany, colony of Rensselaerswyck and Schenectady for August 24, 1675—April 6, 1680, at the end of which are recorded a few miscellaneous documents of later date. Between it and the preceding volume of court minutes, which ends on February 15, 1672/3, there is a gap of more than two years, for which no minutes of the local court are available. The intervening years include the second period of Dutch administration of the province of New Netherland under Governor Anthony Colve, during which Albany was called Willemstadt. A translation of the minutes of the council of New Netherland for this period is printed in *Documents relative to the Colonial History of New York*, 2:569–730, in which many references are found to Willemstadt and the surrounding territory.

The present translations are made from two Dutch records in the Albany county clerk's office, one entitled "Court Minutes, 1675–1684," and the other "Proceedings of the Commissioners or Magistrates, 1676–1680." The first of these two records contains besides the engrossed minutes of the court for August 24–December 22, 1675, rough minutes of January 7, 1678/9–July 1, 1679, and August 7, 1683–March 10, 1683/4, which in more extended form are entered in the above mentioned Proceedings, 1676–1680, and in another record entitled "Proceedings of Justices of the Peace, 1680–1685," and which for that reason have not been printed here in their original condensed form.

June 1928.

A. J. F. VAN LAER

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COURT MINUTES OF ALBANY, COLONY OF RENSSELAERSWYCK AND SCHENECTADY

AUGUST 24—DECEMBER 22, 1675

[1] Ordinary session held in Albany on Tuesday, the 24th of August Anno Domini 1675

Presentibus:

The Right Honorable Governor General Edmond Andross
Mr Abraham Staets
Phillip Schuyler
Adriaen Gerritson [1]
Richard Prittie
Maerte Gerritson
Pieter Winnen
Jan Thomasz

Domine Gideon Schaets and D°. Nicholaes van Renselaer, plaintiffs, against Jan Gerritson, defendant.

The plaintiffs complain that the defendant has not hesitated to utter and address to them very prophane and godless language, which is directly contrary to the honor of God and to sound doctrine, as will appear from the following depositions by the respective ministers and Frederick Phillipsen, confirmed by oath.

Copy of the extract from the record of the minutes of the court held at Albany, the 15th of July Anno 1675

Domine Gideon Schaets and D°. Nicholaes van Renselaer, both ministers of the church of Jesus Christ here in Albany, appearing jointly before the honorable court, complain about prophane and ungodly words which Margriet Phillipsen, the wife

[1] A corruption of Gerritsen and referring to Adriaen Gerritsen van Papendorp.

of Frederick Phillipsen,[1] and Jan Gerritsz, their servant, have not hesitated to utter, directly contrary to the honor of God and to sound doctrine.

[2] First, D°. Gideon Schaets declares that he heard Jan Gerritson say to him, Schaets, that he and the consistory were the *causa movens* of the quarrel and disagreement between Margriet and her husband and her parents; that the ministers were false prophets and [that he, Jan Gerritsen] rejected the lawful call and the sending out of the ministers, pointing to the 14th chapter of Ezekiel in proof thereof, to which Margriet Phillipsen, addressing D°. Schaets, aforesaid, added: "You have the devil in you!" Jan Gerritsen then said: "I told you more than a year ago that you should repent, and if you don't do it, you will see what happens."

Secondly, D°. Nicholaes van Renselaer declares that at Frederick Phillipsen's request he went with him to his house, to persuade his wife, Margriet, if possible by kind words to go with him to New York. While D°. Renselaer was talking to Margriet about this, the servant, Jan Gerritson, in an angry and excited mood entered the room, uttering bitter words, whereupon his master took him by the arm and thrust him through the inner door. Turning around, the latter then said: "You are a devil," pointing to the person of D°. Renselaer, who asked him whom he meant. At this, he again indicated that he meant D°. Renselaer. He further claimed that he was a prophet and imbued with the Spirit of God, but afterwards he came back to say that it was said in passion, acknowledging before his master that he had drunk a glass of wine.

This morning, the aforesaid D°. Renselaer again transported himself to the house as aforesaid to hear whether the said Jan Gerritson had repented, but on the contrary found that the said Jan Gerrison said [3] that he maintained what he had said the

[1] Frederick Phillipsen, from Bolsward, in Friesland, the later lord of the manor of Philipsburgh, in Westchester county, N. Y. He married in 1662, Margarita Hardenbroeck, the widow of Pieter Rudolphus de Vries.

day before and that he had spoken deliberately, namely, that D°. Renselaer was a false prophet and a lying preacher and that he had the devil in him; in sum, that he alienated the wife of Frederick Fillipsen from God and the true faith, as well as from her husband and that she clung to him, Jan Gerrison, as her God and Savior.

Frederick Phillipsen confirms the foregoing deposition of D°. Nicholaes van Renselaer that Jan Gerrison said that D°. Renselaer was a false prophet and that he had the devil in him.

Upon [the presentation of] the above written complaint and depositions the honorable officer, Siston, declares that for [the] maintenance [of justice] he constitutes himself a party to the action.

Agrees with the original minutes,
To my knowledge,
Was signed: Johannes Provoost, Secretary

Copy of the deposition of Frederick Phillipsen

On this day, the 21st of July, before me, Johannes Provoost, secretary of Albany, etc., appeared Frederick Phillipsen, who declared that while he, the deponent, at his house was in conversation with D°. Nicholaes van Renselaer and the deponent's wife, Jan Gerritson came from another room in an angry mood and said to D°. Renselaer: "You are a devil, a false teacher and a false prophet," saying further, as he tapped himself on the breast: "I am the true prophet." Whereupon the deponent, not being able to tolerate such godless language, took the said Jan Gerritson by the arm and thrust him out of the room. All of which [4] he is ready, if required, to confirm by solemn oath. *Actum* in Albany, *datum ut supra.*

D°. Renselaer, calling the next day on Jan Gerritson, asked him whether he wished to maintain what he had said the day before to him, Renselaer? Jan Gerritson answered: "Yes," and that he had said it with deliberate intent. *Datum ut supra.*

Was signed: Frederik Phillipsen
To my knowledge, Johannes Provoost, Secretary

It is ordered that the defendant shall be taken to New York as a prisoner to defend himself there before the general Court of Assizes.

Mr Frederick Phillipsen, plaintiff, against Gerrit Swart, defendant.

The plaintiff, in accordance with an account signed by Harman Jansz Bos, demands of the defendant 806 guilders in beavers and fl. 110:8 in seawan, arising from moneys received by the defendant from the estate of the aforesaid Bos.

It is ordered that the defendant within the space of one month shall exhibit to the court an account of the said estate, showing what claim his Majesty of England or the Duke of York may have on the said estate [under the provision:] "I give liberally to the schout as much as he is lawfully entitled to receive and then to the honest creditors [the remainder], to be distributed *pro rata;* "and that the account of the said estate shall then be sent to the right honorable governor general to [sentence not finished in the record].[1]

[5] William Loveridge, Senr., plaintiff, against Samuel Wilson, defendant.

The plaintiff demands of the defendant reparation of character.

It is ordered that the defendant, in the presence of Tymothy Cooper and Jos. Butler, shall acknowledge that the plaintiff is an honest man. This being a matter of no great consequence, the defendant is condemned to pay the costs of the trial.

Mr Timothy Cooper appearing in court is admitted a burgher of Albany and takes the oath accordingly.

Upon the petition of Barent Pietersz for [payment of] the debt for materials furnished for the house of Gov. Lovlace, on the hill, it is ordered that the said Barent Barent [sic] Pietersz

[1] See account of the household goods of Harman Jansen Bos sold by Sheriff Swart under an execution and the mortgage from Gerrit Swart to Frederick Phillipsen, dated Sept. 20, 1676, in *Early Records of Albany*, 1:91, 143.

upon presentation of a proper account shall be paid the same on account of the house.

Upon the petition of the aforesaid Barent Pietersz, who demands money from the estate of Jan Stuart, who was murdered by the Indians,[1] it is ordered that Schout Swart and Mr Adriaen van Elpendam shall immediately render an account of the said estate to the magistrates, showing all the assets, debts and claims, whereupon the magistrates shall send the account with their opinion to the right honorable governor for his determination.

[6] The widow Jeremias van Renselaer[2] appearing in court produces and proves the will of her husband and herself, dated the 10th of October 1674, which is sworn to by Notary Public Ludovicus Cobes, Mr Abraham Staets and Maerte Gerritz. Accordingly it is ordered that the same be recorded.

Will of Mr. Jeremias van Renselaer and Juffrow Maria van Cortlant, husband and wife

In the name of God, Amen. On this day, the 10th of October 1674, before me, Ludovicus Cobes, notary public, and before the hereinafter named witnesses came and appeared Mr Jeremias van Renselaer, director of the colony of Renselaerswyck, and Juffrow Maria van Cortlant, husband and wife, both in bodily health, up and about, and being in the full possession of their faculties and memory, who, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the hour thereof, and wishing therefore to forestall the same while the Lord God leaves them time to do so by proper disposal of their temporal estate to be left behind, they hereby declare that after mature deliberation, without inducement, persuasion or deception by any one, they have made, ordained and concluded this, their reciprocal last will and testament, in manner as follows: First and foremost they commend their im-

[1] See Minutes of the Court of Oyer and Terminer, Feb. 14, 1672/73, in *Minutes of the Court of Albany, Rensselaerswyck and Schenectady*, 1:326–28.

[2] Jeremias van Rensselaer died on October, 1674.

mortal souls when they shall leave their bodies to the gracious and merciful hands of God, their Creator and Redeemer, and their bodies to a Christian burial; and whereas heretofore they have neither jointly nor each one [7] separately made or executed any testamentary disposition whatsoever (as they declare hereby), they hereby, coming to their principal disposition, last will and desire, nominate and institute as their sole and universal heir the survivor of both of them, and this with respect to all the real and personal property, claims and credits, money, gold and silver, coined or uncoined, jewelry, clothes, linen, woolens, household effects, etc., nothing excepted or reserved, which the testator who shall die first shall at his or her death vacate and leave behind, whether here in this country or elsewhere, wherever it may be, to do therewith and dispose thereof as the survivor of the two might do with his or her patrimonial goods and effects, without interference or contradiction on the part of any one, provided however that the survivor of the two shall be bound to rear and bring up their five dear children, namely, Kiliaen van Renselaer, aged eleven years, Anna van Renselaer, aged nine years, Hendricus, aged seven years, Johannes van Renselaer, aged four years, [and] Maria, aged one year, alone or together with the child or children which the Lord God may still be pleased to grant them during their marriage, until the same shall have reached their majority or the married state, training the same and causing them to be trained in all godliness and according to their bounden duty as a good father or mother ought to do and they completely trust each other to do; and when the aforesaid their child or children shall have reached his or her, or their majority, or, with the consent of the [8] survivor of the two testators, shall have entered the married state, the survivor of the two of them shall turn over to her or his children to each an equal portion of the estate as it shall then be found to be, and this in lieu and satisfaction of their legitimate portion of their father's or mother's estate, instituting the same hereby as entitled thereto, and in addition provide an honest dowry for the children who come to marry, in the manner aforesaid, at the discretion of

the survivor of the two. In case of death of one child during his or her minority his or her contingent legitimate portion shall devolve upon the others who are still alive and in case of the death of all of them during their minority, the aforesaid legitimate portions shall accrue to the benefit of the survivor of the two testators. And if the survivor of the two should marry again, he or she shall then be holden to make an exhibit to the children of their father's or mother's estate. Further, in case of the death of the testators without their leaving any child or children, their aforesaid property shall devolve upon the relatives and heirs of both of them. Furthermore, the testators by this their testamentary disposition and last will exclude and shut out the orphan masters of this place [1] and every one from the supervision and administration of their children and their property, not wishing that the same shall have anything to do therewith, but in their stead appointing the survivor of the testators as guardian over the children [9] with power to ask and appoint one or more of the nearest kin of the deceased as co-guardians, not wishing or being willing that the survivor shall by or in the name of their children be asked or required to give any statement or inventory of the estate under any pretext whatsoever, on pain of loss of the effect and the provisions hereof as to what hereinbefore has been disposed of for the benefit of their children, and this for good reasons them hereunto moving and out of special love and affection which they bear toward each other and their children. All of which they, the testators, declare to be their testament, final disposition and last will, desiring that after the death of either of them it shall have its full force and effect, whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as shall be most appropriate, even though some forms required by law or custom might not have been fully stated or observed herein, requesting that they may enjoy the utmost benefit of this their disposition by order of all lords, courts, judges

[1] Orphan masters were first appointed in Beverwyck on February 7, 1657. *Minutes of the Court of Fort Orange and Beverwyck*, 2:16.

and tribunals. In confirmation hereof they have signed these with their own hands in the colony of Renselaerswyck at the house of the testators, in the presence of Major Ab^{m}. Staets and Maerte Gerrison, as witnesses hereto invited, *dato ut supra.*

Was signed: Jeremias van Renselaer
Maria van Cortlants

Abra: Staets
Maerte Gerrison } witnesses

Below was written:

In my presence, Ludovicus Cobes, Not. Pub.

[10] It is ordered that the king's highways and the bridges shall be sufficiently repaired by the inhabitants, each as far as he is concerned, and that the schout shall see to it that every one do his duty, on pain of the fine to be provided therefor by the magistrates.

It is ordained that hereafter constables shall annually be chosen by the magistrates to have supervision of the watch and to attend to all other duties, the same as the constables in New York and other English places.

The honorable commissaries have appointed the following persons to be constables for this next ensuing year, to wit: Dirck Wessells, Gabriel Thomson and Maerte Cryger.

Domine Nicholaes van Renselaer having been chosen as pastor by the congregation of Albany, etc., the same is approved by the right honorable governor general of New York.

Extraordinary session held in Albany, September 4, 1675

Present:

The Right Hon. Gov. Gen. E. Andross
Major Ab: Staets
Phillp Schuyler
Ariaen Gerrison
Richard Prittie
Maerte Gerrison
Pieter Winnen
Jan Thomasz
Michiel Siston, sheriff

After deliberation it is decided and resolved that the Indians who reside within this jurisdiction shall not be allowed to travel to the north without a pass and in case any of our Indians are in the north they shall not receive any protection from us, but within our jurisdiction they shall be protected.

[11] Dirck Wessells and Gabriel Thomasz Stridles have taken the oath as constables of this place for the term of one year.

Whereas there are found to be many debts concerning this place, it is resolved and concluded that all the inhabitants of Albany, colony of Renselaerswyck and the places adjacent thereto shall pay the three hundredth penny, to which end the constables shall use all diligence to collect the same.

All barter or trade with the Indians outside the city of Albany is hereby forbidden, with this reservation that they may be accommodated with meat and drink for their refreshment.

Extraordinary session held in Albany, September 6, 1675

Presentibus:

Major Ab. Staets
Ariaen Gerritz
Richard Prittie
Maerte Gerritz
Pieter Winnen
Jan Thomasz
Michiel Seston, sheriff

Maerte Krygier took the oath as constable of this place for the term of one year.

Ordinary session held in Albany, September 7, 1675

Presentibus:

Major Ab. Staets
Phillip Schuyler
Ariaen Gerrison
Richard Prittie
Maerte Gerrison
Pieter Winnen

Jan Thomasz
Michiel Seston, sheriff
Cornelis Segerson, plaintiff, against Jan Gow, defendant.

The plaintiff demands of the defendant 52 gl. in beavers in payment of a horse sold to the defendant.

The defendant says that he bought the horse for 44 gl. and that he paid 8 gl. on account.

The honorable court condemn the defendant to pay the 36 gl. in beavers to the plaintiff within the space of 14 days, on pain or execution, *cum expensis.*

[12] Jonas Bogardus, plaintiff, against
2d default Volkertje Pietersz, defendant.

Mr Jan Becker, plaintiff, against
Juffrow Drisius,[1] defendant.

The honorable court dismiss the plaintiff's suit, because Gov. Colve at the time found her not liable.

Catharina Claesz Lookermans, plaintiff, against
1st default Jan Bronck, defendant.

Pieter Lassinge, plaintiff, against
2nd default Dirck Hesselinghe, defendant.

Jochem Wessells Becker,[2] plaintiff, against
Dirck Aelbertz, defendant.

The plaintiff demands payment for 4 kersey skirts which the plaintiff gave to the defendant to sell for his account.

The defendant admits that he received the skirts.

The plaintiff received one beaver for the aforesaid skirts.

The defendant is condemned by the honorable court to pay the plaintiff 3 choice beavers, *cum expensis.*

Jan Conell, plaintiff, against
1st default Jan Cornelison, defendant.

Jan Conell, plaintiff, against
1st default Tierk Harmansz, defendant.

Jan Conell, plaintiff, against

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[1] Elizabeth Drisius, the widow of the Rev. Samuel Drisius, who died in New York city on April 18, 1673.

[2] Meaning Jochem Wessels, the baker.

1st default Elias van Ravesteyn, defendant.

[13] Mr William Nottingham, plaintiff, against James Penniman, defendant.

The honorable court orders the parties to choose each two referees to decide the matter and in case these referees can not settle the matter, they are to come before the court on the next court day.

Mr Timothy Cooper, plaintiff, against the widow of Thom. Pawel,[1] defendant.

The plaintiff, as attorney for his father, demands 5 £ sterling to be paid in Sprinckfield, according to the bond of T. Pawels, deceased, dated June 16, 1666.

The defendant alleges that her husband left various goods as security at the house of Tho. Cooper, according to the list which she has presented.

Jan Powvie[2] declares that he was with Pawels, deceased, in New England and saw that he left a silk skirt with a gun and an otter there at the said Cooper's house.

Thomas Rodgerson declares also that for that purpose he wrote a letter to the said Tho. Cooper of Sprinkfield for Pawels, deceased, and that a lined silk skirt and some lace and other trifles were left in the hands of the said Cooper.

The honorable court, having heard both parties and duly considered everything, order the said Tho. Cooper of Sprinkfield to show sufficient proof that he has not received such goods, or to show why he received them.

Ariaentie Arents, plaintiff, against Helmer Otte, her husband, defendant.

[14] The plaintiff shows some papers by way of complaint and requests separation from her husband as to bed and board.

Ludovicus Cobes appearing as procurator requests copies of her papers to make answer thereto on the next court day.

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[1] Jannetje Donckes, the widow of Thomas Powell. *Early Records of Albany*, 3:380.

[2] Jan Povey was appointed a public butcher at Albany on Sept. 23, 1670. *Annals of Albany*, 4:19–20.

The honorable court: *fiat.*

Jan Jansz Bleycker and Gerrit Lansing, witnesses, declare that Helmer Otte does not live with his wife as he should, being often drunk and using much abusive language in speaking to her, leading therefore a scandalous life.

Gerrit Slichtenhorst appearing in court likewise declares that Helmer Otte at different times has not treated his wife well, as appears by the writings.

John Powvie, plaintiff, against

1st default Margriet Dame, defendant.

The plaintiff demands of the defendant 62 gl. in seawan, to wit, 50 gl. for 5 days' work at the wedding of Maerte Kryger,[1] and 12 gl. for butchering.

Whereas she has already promised the court messenger that she would pay the plaintiff, the honorable court orders her to pay according to true account within the space of 8 days, *cum expensis.*

Mr Timothy Cooper, plaintiff, against Mr Wm. Parker, defendant.

The plaintiff, having power of attorney from Mr John Pynshon of Sprinkfield, demands 33 £ 10 s. in beavers, according to the bond shown by him, dated October 10, 1667.

[15] The defendant admits the debt.

The defendant is ordered by the court to pay the plaintiff the said sum within the space of 6 weeks, *cum expensis.*

The sheriff, Mr Seston, plaintiff, against the wife of Barent Pietersz and her daughter, defendants.

The plaintiff complains about assault and battery by the defendants upon Jacob Heving's wife and produces an affidavit thereof.

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[1] Martin Cregier, Jr. He married Jannetje Hendricks van Doesburgh, daughter of Maritie Damen by her second husband, Hendrick Anderiessen van Doesburgh. On Thursday, Oct. 11, 1671, at the wedding of Martin Kregier, the deacons of the Ref. Prot. Dutch Church of Albany collected 11 gl. and on the 12th, at the marriage feast, 13 gl. *Collections on the History of Albany,* 1:34; 4:111.

Barent Pietersz, appearing in court, requests time until the next court day to make answer in writing.

The honorable court: *fiat.*

Idem, plaintiff, against Mr Sam. Moore, defendant.

The plaintiff demands payment of the fine according to the ordinance because the defendant has been fighting.

The honorable court condemn the defendant to pay the plaintiff the sum of 25 gl. in seawan, *cum expensis.*

Idem, plaintiff, against

2d default Jacob Skermerhooren, defendant

1st default Hendrick Coster, defendant.

Idem, plaintiff, against the wife of Maerte *Zaelmaker*,[1] defendant.

The plaintiff complains that the defendant went with shoes, etc., up the hill, contrary to the ordinance.

The defendant says that she was on the hill to find her cow.

The honorable court order the defendant to pay the fine, which is 25 gl. in seawan, *cum expensis.*

[16] Mr Seston, sheriff, plaintiff, against

1st default James Penniman, defendant.

Idem, against

1st default Gerrit Lansing, defendant.

Wm. Parker, plaintiff, against Jacob Tysz van der Heyden, defendant.

The plaintiff presents a bill of 22 gl. 16 st. in seawan for summons and 12 gl. in beavers for 4 weeks' board.

The honorable court order the defendant to pay the plaintiff the aforesaid sum in the space of 10 days, *cum expensis.*

Volckje Pieterson, plaintiff, against Claes Jansz Stavast, defendant.

Case according to the preceding minutes. The defendant hands in her answer, of which Ludovicus Cobes, as attorney, asks a copy, to reply to it on the next court day.

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[1] Martin Hoffman, saddler. See *Early Records of Albany*, 1:299; 3:192.

The honorable court: *fiat*, copy of the documents.

The honorable commissaries, in accordance with the order of the right honorable general, have authorized the person of Hendrick Rooseboom to be sole grave digger, according to his previous commission.

The right honorable governor general has ordered that no other persons besides Ludovicus Cobes and Adriaen van Elpendam are to be notaries public of this place.

Jan Andriese, the cooper, is engaged by the honorable court as sealer of weights and measures (*Yckmeester*) of Albany, colony of Renselaerwyck and the dependencies thereof, and has taken the oath accordingly.

[17] The 17th of September 1675.

By order of the Right Honorable Major Edmond Androsse, Esq., governor general of all his Royal Highness' territories in America, it is resolved to collect from the citizens of Albany, colony of Renselaerswycke and the dependencies thereof the three hundredth penny to pay the arrears and to defray the repairs of bridges and highways, and other needed improvements of this place, for which the honorable court of Albany and Renselaerswycke have chosen and authorized the following persons, together with the constables, to assess the said inhabitants according to their conscience and to the best of their knowledge, to wit:

Dr Cornelis van Dyck
Gerritt Bancker
Jan Jansz Bleycker
Jan Finnagell [1]
Mynerd Fredericx
Dirk Teunisen
Henrick van Nesse

Which aforesaid persons are ordered by the honorable court here to hand in a report in writing of the aforesaid assessment. Thus done at the meeting of the honorable court, the 7th day of September 1675.

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[1] Jan Vinhagel, or Vinhagen.

[18] Extract from a letter of the Right Hon. Major E. Andross, Esq., governor general of all his Royal Highness' territories in America, dated September 5, 1675.

"This will serve to recommend to your honors to abolish and to do away with the excise of meat, if not entirely, at least in part, so as to apply only to beef and pork slaughtered for purposes of sale, and all other meat to be free, this being an impost which is a heavy burden, especially to the poor. Therefore, I request that it may be ordered and immediately proclaimed that the excise is abolished and shall no longer be collected.

I remain,

Your affectionate friend,

Was signed: E. Andross"

The superscription was:

"To the Court of Commissaries at Albany."

[19] By the Governor

Instruction for the Commissaries of Skennechtady

1 You are to hold court the second Tuesday of every month, or more often as occasion may require, to which all persons shall have free access and where all matters shall be heard and determined publicly and impartially.

2 In the administration of justice you are to act according to the law and the former practice of this place in so far as they are not contrary to the laws of the province, and to render final judgment in matters up to the amount of 40 guilders in beavers; above that amount you shall suffer an appeal to be taken to the court at Albany; and in criminal cases you shall sentence as far as putting into the stocks, or the payment of a fine of not more than 40 guilders in beavers.

3 You are authorized to issue necessary or prudential ordinances or by-laws, which must be observed, but they are to be sent immediately to the commander of Albany and, unless they are otherwise determined or approved, they shall be in force until the next general court and then, if not confirmed, they shall be void. But, if confirmed, they shall remain in force until the

next general court thereafter, or until further order by the governor general.

4 You shall levy no assessment or tax on the inhabitants without the approval of the governor general, except, in cases of great urgency or need, with the [20] knowledge and consent of the commander at Albany, and all taxes or assessments shall be calculated annually until the next general court and shall then be sent to the governor for his approval.

5 The general court shall consist of the commander at Albany and 5 or more of the commissaries of Albany and the colony of Renselaerswycke, and two or more of the commissaries of Skinnechtady, who are to meet or sit once a year, beginning the first Wednesday in June and who are to adjudge all cases under 500 guilders, according to the instructions of Albany.

6 You shall not admit any traders, nor have an Indian trading in your place, nor serve any strong liquor to the Indians or entertain them, but only furnish them food and beer for their refreshment, on pain of forfeiture of all such goods and liquor in the houses and such further fines as you (or the court at Albany, if it is above 40 gl.) shall determine and the case may merit.

7 The general court shall annually choose two of the commissaries of Albany and Renselaerswycke and one of the commissaries of Skonechtady to go to New York and assist the general Court of Assizes there.

Given under my hand, in Albany, the 30th of August 1675.

Was signed: E. Andross

[21] Ordinance for the Bakers

Whereas the honorable court of Albany, colony of Renselaerswycke, etc., has been informed that the bakers, contrary to all reason have raised the price of their bread, we therefore hereby expressly forbid all bakers to sell the white bread at more than seven stivers seawan the pound weight, and the sheriff is hereby authorized to go about and to weigh the bread, and if it be found under weight, the bakers shall forfeit the bread and pay the fine according to the previous ordinance made on the subject. Thus done at the session of the honorable court, in Albany, the 11th of September 1675.

On this day, the 13th of September, before me, Robert Livingston, secretary of Albany, colony of Renselaerswycke, Skennechtady, etc., appeared Goose Gerritsen van Shayk, merchant, residing here, who gives notice of an appeal, granted to him by the governor general on the 24th of August, delivered to him on the 4th of September, in the matter of a certain judgment pronounced against him by the honorable court of Albany aforesaid on June 11, 1675, and in favor of Geurt Hendricx, and hereby offers as security for the judgment his person and property, real and personal, present and future, nothing excepted, submitting the same to the control of all lords, courts and judges. *Actum* in Albany, *dato ut supra.*

Goosen Gerretsen

[22] Extraordinary session held in Albany, September 17, 1675

Presentibus, the Hon. Commander Cesar Knapton and the honorable commissaries:

Adriaen Gerritse
Richard Prittie
Maerte Gerritse
Pieter Winne
Jan Thomase
Michiel Siston, sheriff

Council of War

Capt. Goose Gerritse
Capt. Hans Hendricx
Capt. Volkert Janse
Capt. Jan Clutte
Lieut. Jan Bruyn
Lieut. Jan Janse Bleycker
Lieut. Gerritte Teunise [1]
Ensign Gerrit Goose
Ensign Gabriel Thomson

[1] The clerk wrote "Gerritse Teunise" and then changed it to "Gerritte Teunise," referring to Gerrit Teunissen van Vechten.

There was read at the meeting a certain letter from the right honorable governor general of New York, dated September 10, 1675, wherein it is ordered by his honor to remove the four longest guns standing in the city to the fort, to be used with the others on the batteries. As to the small brass guns and the short iron pieces, they are to remain well mounted in the city, so as to be ready at all times for the militia, and this at the general expense of the city. Proper order shall also be observed in the watch, until further order.

The honorable court and council of war: *fiat*, in accordance with the orders of the right honorable governor general.

On which subject it is resolved and decided to address a letter to his honor for the purpose of obtaining some smaller pieces for the use of the city and place.

It is deemed necessary and decided to issue orders to the constables to double the watch.

[23] Mr Timothy Cooper, appearing in court, requests in the first place permission to transport himself over-land to Springfield, saying that this has been granted him by the right honorable governor general.

The honorable court and the honorable council of war having taken the matter into consideration have decided that Mr Cooper shall not be allowed to transport himself over-land to Springfield, in accordance with the express prohibition by the honorable governor general, since no evidence is shown of [special permission under] the governor's hand. Secondly, because in said journey over-land great peril is involved.

Capt. Goose Gerritse gives notice that he has had the hay attached which Geurt Hendricx mowed in the Halve Maen and as the said hay is subject to spoiling, he requests that the same may be appraised and that if he, Geurt Hendricx, wishes to use said hay he shall give satisfactory security for the same. Thus done in Albany, the 18th of September 1675.

Extraordinary session held in Albany, September 29, 1675
Presentibus:

Mr Adriaen Gerritse
Mr Richard Prittie

Michel Siston, sheriff

Interrogatory conducted before the honorable court of Albany, etc., at the request of Jan Gerritse van Marcken, former schout of Schaenechtady, to examine Grietye Ryckmans,[1] the wife of Jaques Cornelise.

1

[24] Whether on the 21st of September last she did not hear Marritye Mynderts, when she passed out of her door, say to Jan Gerritse van Marcken: "You rascal, you said that I stole a raccoon coat (*Hespanns Rock*)."

Answer: No.

2

And whether he did not answer: "No, Marritie, I am not talking about a raccoon coat; certainly not, I am not talking about it."

Answer: "I heard them talk, but did not understand what they said. I heard Jan Gerritse say: 'I am not talking about the raccoon coat.'"

3

And whether he did not come into the house then and said: "That is bad of Marrity. She runs to Myndert's house, saying: 'That rascal, that thief, says that I stole a raccoon coat.' God knows that I did not say that."

Answer: "Yes," she heard Jan Gerritse say so.

4

Whether Myndert thereupon did not come into the house with evil intent, saying: "What did you say? That my mother is a thief?"

Answer: "Yes."

---

[1] In the will of Jacques Cornelissen van Slyck, dated May 18, 1690 (*Early Records of Albany*, 4:119–21), she is called Gerritje Ryckman. She was a daughter of Harmen Jansen Ryckman.

5

And whether he did not answer: "Why, no, Myndert, I did not say that. Your mother does wrong in saying that."

Answer: "Yes."

6

And whether his mother Maritye did not say then: "Now look at the dog; he says that he did not say it."

Answer: "Yes."

7

Whether her husband, Sweer Teunise, did not say thereupon: "You little rascal, you little thief, you slander this woman. You said that she gave birth to a horse. That has cost her ten nights' sleep."

Answer: "Yes."

8

[25] Whether her son Myndert thereupon did not say: "Strike the dog, or I shall strike him. Is he to say that my mother is a thief? It is not true."

Answer: "Yes."

9

Whether I, to wit, Jan Gerritse, did not answer: "Myndert, I am not saying that your mother is a thief."

Answer: "Yes."

10

And whether Myndert did not grab him by the head and drag him by the hair over the floor and beat him?

Answer: "I saw that Myndert dragged him over the floor, but did not see who began.

11

Whether Myndert, when he

Answer: "Yes, but I do

let him go and ran out of the door, asking for his hat, did not say: "Why didn't you let me go ahead? I would have killed him and broken his neck."

not know exactly whether he said broken or wrung his neck, but heard one or the other."

12

Whether, further, she did not hear Sweer say: "The court record is so scandalous that we are ashamed when we open it. Yes, so scandalous is it and such [awful] things are written in it."

Answer: "Yes, but I did not hear him say: 'Such [awful] things are written in it.' "

On the 15th of September, or thereabouts, the aforesaid Grietje Harmanse heard Sweer Teunise in the presence of the whole court say to Jan Gerritse van Marken: "You are a rascal and a thief and I shall prove it. We have your signature and it is down here."

Grietje Harmense, aforesaid, also says in the presence of the above mentioned commissaries that when she was at Schaenhechtady to submit to the interrogatory under oath, in the matter of the aforesaid Jan Gerritse van Marken, the honorable commissaries of Schaenechtady said to her: "You need give no further testimony, nor give him any affidavit of it. It is sufficient for you [26] to have sworn to this interrogatory. All of which Grietje Harmense has confirmed by solemn oath before the aforesaid commissaries, in Albany, on the 29th of September 1675.

Jannetye Schermerhooren, at the request of the said Jan Gerritse and before the aforesaid commissaries, also declares that she heard Jan Gerritse van Marken say to Maritye Mynderts, the wife of Sweer Teunise: "I am not saying that the raccoon coat was stolen, nor that the five beavers were stolen; nor do I say that the money of the poor is stolen." She also understood the said Jan Gerritse to say (as she thinks): "I do not say that the documents were abstracted." And he also said to her: "Is that the reward for the favors done by me? I was present

when powder and lead were bartered here." The deponent knows nothing further of the matter and is ready, in case of need, to confirm what is hereinbefore written by solemn oath. *Actum* in Albany, *dato ut supra.*

Extraordinary session held in Albany, September 30, 1927
Presentibus:
The Hon. Commander Cesar Knapton
Major Abraham Staets
Adriaen Gerritse
Richard Prittie
Maerte Gerritse
Pieter Winne
Jan Thomase
Michel Siston, sheriff

Capt. Hans Hendricx, appearing in court, feels aggrieved about the tax of the 300th penny, his capital having been assessed at 25,000 guilders in beavers. He swears that his effects are not worth more than 13,000 guilders in beavers.

[27] Credentials

Whereas the honorable court of Albany, colony of Renselaerswyck, etc., have received a communication from the Right Hon. Edmond Andros, Esq., governor general of all the territories of his Royal Highness James, Duke of York, etc., to appoint two of their members to attend the general Court of Assizes at New York; therefore, their honors have appointed from their midst, as they appoint hereby, the Hon. Major Abraham Staets and Capt. Phillip Schuyler for the city of Albany and Mr. Stephanus van Cortlandt for the colony of Renselaerswyck, to help preserve the general state of this province and in particular to request an enlargement of their privileges and if necessary the maintenance on all occasions of their interests in the matter of trade.

Whatever their honors' delegates shall do or perform in the matter shall be declared binding and they hereby request that their honors' letters credential may be given full credence. Thus done at the session of the honorable court in Albany, *dato ut supra.*

God bless the King!

[28] A petition of Huybertje Mar[c]elis is presented, praying that Jan Bruyns may with herself be ordered to appoint sureties for the protection of what may happen to her in childbirth.

Whereupon the honorable court grant the following apostil: It is ordered by the honorable court aforesaid that Jan Hendrick Bruyn shall with the said Huybertie appoint a sufficient surety or sureties before his departure from this country.

Ordinary session held in Albany on October 5, 1675, by authority of his Royal Highness the Duke of York, in the 27th year of the reign of our Sovereign Lord Carolus the Second, by the Grace of God King of Great Britain, France and Ireland, Defender of the Faith, etc., and in the year of our Lord 1675

Presentibus

Adriaen Gerritse
Richard Prittie
Maerte Gerritse
Pieter Winne
Jan Thomase
Michel Siston, sheriff

Jan Coneel, plaintiff, against Jan Cornelise, defendant.

The defendant being out of the city and not able to receive his summons, is excused as to his default.

Idem, against Tierck Harmanse, defendant.

The plaintiff demands of the defendant 77 gl. in seawan, according to true account.

The honorable court condemn the defendant by default to pay the aforesaid sum, *cum expensis.*

[29] Idem, against Elias van Ravesteyn, defendant.

The plaintiff demands of the defendant 61 gl. 10 st. in seawan and one half beaver, being 73 gl. 10 st.

The honorable court condemn the defendant by default to pay the aforesaid sum, *cum expensis.*

Nicholaes de Meyer, plaintiff, against Hilleken Bronck, defendant.

Gerrit Swardt appears to prosecute the case, having no power of attorney from the plaintiff, but the defendant being satisfied therewith. He demands according to the bond, dated [blank], 4500 well burned brick, 60 gl. in beavers, 48 one-inch boards and a winnowing basket of 10 gl. in beavers, mentioned at the bottom of the bond.

The defendant requests permission of the court to write about it to New York to ditto de Meyer.

The honorable court: *fiat*, by the first yacht.

Jacob Tyse van der Heyden, plaintiff, against Adriaen van Leyen,[1] defendant.

The plaintiff alleges that the defendant sold various distilled liquors without the plaintiff's knowledge.

The defendant replies that the matter was submitted to arbitrators, to wit, Schout Swardt and Mr Jan Becker, and that he was then satisfied with 12 gl., consequently, that he gaged for the plaintiff for one year for one beaver.

The plaintiff denies that he engaged the defendant for one year as gager for one beaver.

Mr Jan Becker, appearing in court, produces a statement in writing, executed on the 29th of July, showing that the plaintiff granted the defendant that liberty, which is sworn to by Mr Jan. Therefore, the plaintiff's suit is dismissed.

[30] Jacob Tyse van der Heyden, plaintiff, against Arent van den Berch, defendant.

The plaintiff demands of the defendant 3 gl. 9 st. in seawan for costs of a suit incurred on the 28th of July.

The defendant answers that he has never refused him money and that his money was ready.

Mr Parker, the court messenger, declares that upon the first citation the defendant answered that he had a counter claim

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[1] Adriaen Jansen Appel, from Leyden. See *Early Records of Albany*, 1:212; 3:56. In 1672–73, he was the recipient of alms. Munsell's *Collections*, 1:35–36. His house was torn down in Feb. 1689/90. *Annals of Albany*, 5:151. An abstract of his will, dated Jan. 1, 1701, proved Sept. 10, 1712, is in N. Y. Hist. Soc., *Collections*, 26:92.

against the plaintiff, and that at the second citation he said that the money was ready for him.

The honorable court order the defendant to pay for one citation together with the remainder of the money, and this without delay.

Idem, plaintiff, against Wm. Nottingham, defendant.

The plaintiff alleges that on the 26th of June last the defendant slaughtered a fat sheep, without notifying the plaintiff.

The defendant replies that he slaughtered the sheep publicly and did not know any better and that he went to the plaintiff's house and told his wife that he would satisfy her husband.

The honorable court order them to choose each a referee to settle the matter.

Idem, against Wm. Parker, defendant.

The plaintiff demands according to account 30 gl. 14 st. in seawan, according to his book.

The defendant admits that he owes 21 gl. 14 st., seawan, this being all, without the excise on 2 ankers of wine, 6 gl., and one load of wood, 3 gl., being 9 gl. in all. The defendant produces a bill for 8 citations to be paid by the plaintiff.

The honorable court order that the parties shall pay each other according to true accounts.

[31] Mr Jan Thomase and Volkert Janse Dow, plaintiffs, against Gerrit Swardt, [defendant].

The plaintiffs produce an account showing that the defendant by balance of accounts owes the sum of fl. 454:11:—in seawan.

The defendant hands in a written request that the new credits as well as the new debits be shown. The defendant asks whether they are willing to swear to the credit account as well as to the debit account. They answer "Yes," whereupon Volkert took the oath.

The honorable court order the defendant to pay according to true account within the space of three weeks, *cum expensis*.

Maerte Gerritsen plaintiff, against Hendrick van Nes, sen^{r}., defendant.

The plaintiff demands of the defendant 340 gl. in seawan.

The defendant denies the debt and says that he and his son-in-law together received the goods and that he has to pay only one half.

The plaintiff says that he received the money from his son-in-law, but never from him. The plaintiff agrees to investigate the matter further before the next court day.

Maerte Gerritse, plaintiff, against Mr Jan Becker, defendant.

The plaintiff demands of the defendant 14 beavers, according to an assignment of the commissaries, which he accepted on the 4th of February last.

The defendant alleges that according to his agreement with the honorable commissaries he can pay in good strung seawan, at 30 gl. to the beaver, or in good merchantable beaver skins every 1/4 year.

The honorable court order the defendant to pay the 14 beavers in good merchantable beaver skins within the space of 14 days, *cum expensis.*

[32] Barent Pieterse Coymans, appearing in court, feels aggrieved about the tax of the 300th penny and the fact that his capital has been assessed at 12,000 gl. in beavers. He swears that his effects are not worth more than 8,000 gl., that is to say, eight thousand guilders.

Gerrit Gosense van Schayk, attorney for his father, Capt. Goose Gerritse van Schayck, gives notice of the attachment of the hay in the Halve Maen, which is granted by the honorable court.

Volkje Pieterse,[1] plaintiff, against Claes Janse Stavast, defendant.

Case according to the preceding minutes. Ariaen Appell, attorney for the plaintiff, requests a copy of the letter from van Kuyck and time until the next court day, in order to prove the matter with greater force and effect.

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[1] She was the wife of Pieter Meussen Vrooman. Her first husband was Gerrit Jansen Stavast, by whom she had a son named Jan Gerritsen Stavast. In 1685, she married Adriaen Jansen Appel.

The honorable court: *fiat*; documents to be delivered to the plaintiff within the space of 14 days and the plaintiff in turn to deliver her documents to the defendant in the same space of time.

A petition of Geertruyt Barents is presented, praying that she may have copies of the documents of the wife of Barent Pieterse, to make answer thereto on the next court day.

The honorable court: *fiat*; copies to be delivered.

[33] Rowloff Janse, plaintiff, against Jan Thomase, defendant.

Case according to preceding minutes. The plaintiff produces his book to show the debts in question.

The honorable court order that perfect accounts, from first to last, shall be exchanged by parties on both sides within the space of 14 days.

Extraordinary session held in Albany, October 18, 1675

Presentibus:

Major A. Staats
Capt. Phil. Schuyler
Adriaen Gerritse
Richard Prittie
Maerte Gerritse
Pieter Winne
Michel Siston, sheriff

Jan Hendrick Bruyn, plaintiff, against Helmer Otten, defendant.

The plaintiff asks the honorable court that the defendant may be called upon to answer some questions by way of interrogatory. He also produces two affidavits showing that the defendant abused and slandered him.

The defendant presents a written answer to the aforesaid affidavits and says that he has been betrayed, since the affiant, M. Hoffman, forced him to answer his questions.

The honorable court order that the defendant is to have copies of the interrogatory and the complaint, to answer the same on the next court day, and that the witnesses on both sides shall appear in person.

The plaintiff requests that an extraordinary court day be appointed for tomorrow. The honorable court: *fiat.*

[34] Extraordinary court held in Albany, October 19, 1675
Presentibus:

The Hon. Commander Anthony Brockholes
Major Ab. Staas
Capt. Phil. Schuyler
Adriaen Gerritse
Richard Prittie
Maerte Gerritse
Pieter Winne
Michel Siston, sheriff

Jan Hendrick Bruyn, plaintiff, against Helmer Otten, defendant.

Case according to the preceding minutes. The plaintiff persists in his former demand of reparation of honor and produces two affidavits of Maerten Hoffman and Arent van den Bergh, who swear to their affidavits. The affidavit of Marte Hoffman is rejected, however, because he said in open court: Why shouldn't he discredit his enemy? For J. Bruyn was his friend, being the godfather of his child.

Arent van den Bergh admits in open court that at the plaintiff's request he went to the house of the aforesaid Hoffman to listen in to what the defendant said. Jan Bruyn declares also that with the consent of the said Hoffman he went into his house and that he never went into any one's house without his consent. Maerte Hoffman aforesaid is found to have lied in stating that he did not take the defendant, Helmer Otte, from the strand to his house, it appearing to the contrary from the affidavit of Myndert Fredericx, which is sworn to, that he heard Hoffman ask the defendant several times to go to his house.

The honorable court, having seen and read the respective documents of both parties and after deliberation considered the case, dismiss the plaintiff's suit, *cum expensis.*

[35] Domine Gideon Schaets, appearing in court, is forbidden by the honorable court to leave the place without their consent,

he having recently gone to Schaenhechtady without license from the commissaries.

The domine promises the honorable court that he will not leave the place without their consent and will never let the place be without preaching as long as God shall grant him health [and strength].

Extraordinary session held in Albany, October 22, 1675

Presentibus:

The Hon. Commander, Capt. Anth. Brockholes
Ariaen Gerritse
Richard Prittie
Michel Siston, sheriff

Mr Nehemiah Pearse and Mr Samuel Holman, appearing in court, are admitted to citizenship of Albany and accordingly have taken the oath of allegiance and supremacy.

Ordinance

The honorable commander, Capt. Anthony Brockholes, and the honorable commissaries of Albany, colony of Renselaerswyck and Schaenhechtady, to all who shall see these or hear them read, Greeting! Whereas bad practices have often had serious consequences, of which private intercourse and agreements with the Indians and the taking away of the Indians' goods and clothes are not among the least.

Therefore, their honors aforesaid, wishing to provide therein at this juncture of time [36] and to secure this place to the best of their ability, hereby forbid all inhabitants of Albany, colony of Renselaerswyck and Schaenhechtady, whoever they may be, to have any intercourse with the Indians or to question them about any matters concerning the province, or to rob them of their beavers, peltries or clothes, even though they should be justly indebted; ordering them, if they hear any Indians say anything concerning the situation of the country, not to make answer thereto, but to report the matter to Commander Brockholes, who will further examine them. Thus done at the session of the honorable court in Albany, the 22d of October 1675.

Extraordinary session held in Fort Albany, October 23, 1675
Presentibus:

The Hon. Commander, Capt. Anthony Brockholes
Adriaen Gerritse
Richard Prittie
Maerte Gerritse
Pieter Winne
Jan Thomase

Order for the constables

To prevent all calamities, since daily sad spectacles occur among our neighbors, it is ordered by the honorable court:

First, to close all openings [in the stockade] around the city with palisades, to close the portholes on the bastions on the inside and the outside with thick planks, and to nail tight the unnecessary gates, to wit:

[37] The gate near Rooseboom's [house]
The gate at the esplanade (*aen't Pleyn*)
The gate near the brewery of Capt. Goose Gerritse

The remaining gates are to be kept locked tight after the [drummer beating the] tattoo has made the rounds. This having been done, no tavernkeeper shall be allowed to tap to any one, directly or indirectly, under any pretense whatsoever. The above order is to take effect next Monday, the 25th of October 1675.

Ordinance

The honorable commander, Capt. Anthony Brockholes, and the honorable commissaries of Albany, colony of Renselaerswyck and Schaenhechtady, to all those who shall see these or hear them read, Greeting!

Know ye that whereas daily sad instances [of attack] occur, especially among our nearest neighbors, and we do not know how soon such enemies may surprise us also, from which may the Lord preserve us;

Therefore, it is ordered by their honors aforesaid, as they do order hereby, that all inhabitants or farmers within or without

the colony may freely bring into the city the quantity of 25 schepels of wheat or other grain in proportion, as also bacon, meat or anything else they do not need for their own use, without paying any excise (*huur*) thereon, and said 25 schepels of wheat or other provisions shall not be attachable by any one, whoever he may be. Thus done at the meeting of their honors, this 23d day of October 1675.

[38] Extraordinary session held in Fort Albany, October 29, 1675

Presentibus omnes

Order to the Commissioners and Schout of Schaenhechtady

By order of the right honorable governor general, the Hon. Commander, Capt. Anthony Brockholes, and the honorable commissaries of Albany, colony of Renselaerswyck, etc.

You are requested and commanded forthwith, without delay, to have the blockhouse in your village surrounded with palisades as a place of refuge, to retreat thereto in time of need. And if you think that the blockhouse surrounded with palisades is not sufficiently capable of defense, you may freely come to us here and you shall be welcome.

You are also ordered to observe next Wednesday, the 3d of November, as a day of prayer, to thank Almighty God for all His benefits, and to publish the same on Sunday in your church.

Was signed by Capt. Brockholes and A. Staas

To Capt. Volkert Janse Dow

By order of the governor general and the honorable gentlemen aforesaid.

You are ordered and commanded to have the little old fort, called Cralo,[1] in the Greene Bosh, in which Dirk Teunise lives

[1] Meaning the little fort which in a letter from Vice-Director La Montagne to Stuyvesant, dated June 29, 1663 (*Doc. rel. to Col. His. N. Y.*, 13:264), is referred to as being then in course of construction, and not the building which at present is known as Fort Crailo. This little fort stood on a farm named Cralo, or Crayloo, which is mentioned in the account books of the colony of Rensselaerswyck as early as 1661, Pieter Meessen being paid on September 10th of that year 250 guilders

at present, fortified again with palisades, as heretofore, and this at once, without delay, to serve as a place of refuge, to retreat thereto in time of need, and if any of the inhabitants (from the house of Maerte Cornelise [39] to Calebackers Kill[1]) refuse or decline to help do this, you are commanded to take them to Commander Brockholes, or before the magistrates of the place.

Was signed: Anth: Brockholes

Ordinary session held in Albany on November 2d, by authority of his Royal Highness, in the 27th year of the reign of our sovereign Carolus the Second, by the grace of God king of Great Britain, France and Ireland, defender of the faith, etc., and in the year of our Lord 1675

Presentibus omnibus

Luycas Pieterse, plaintiff, against

Default Jane Elmerse, defendant.

The defendant is excused this time because his wife is in childbed.

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voor t huys te maken op Crayloo (for building the house on Crayloo) and 62:10 gl. for his board. The farm was occupied by Dirck Teunissen van Vechten before January 10/20, 1667/8, when Jeremias van Rensselaer leased to him *de bouwery Int greynen Bosch genaemt Cralo by hem dirck theunisz tegenwoordich in gebruyck beneffens het Eylant daer by tegens over het fort gelegen.*

[1] This kill is not definitely identified, but may be the Mill Creek, in the present city of Rensselaer, N. Y. In a petition of Elmerhuysen Cleyn, of about 1655, among the Rensselaerswyck Mss, mention is made of "Calenbacker's land," which seems to have been located near the Mill Creek. David Pietersen de Vries, in his *Korte Historiael* (Linschoten Vereeniging reprint, 1911, p. 242–43), under date of April 30, 1640, in an account of the customs of the Mohawk Indians, which, except for the phrase quoted, is largely borrowed from Megapolensis' *Kort Ontwerp*, says: *daer pleegh maer een Wild te zijn die met een Roer om gonck, diese Kallebacker noemde* (there used to be but one Indian who went around with a gun, whom they called Kallebacker). The term Calebackers (Cale backers, or Kalebackers) occurs also in several documents of 1660 and 1664, relating to the Wappinger Indians, which are translated in *Doc. rel. to Col. Hist. N. Y.*, 13:151, 167, 364, 371, where in each case the term has been translated as "barebacks," although there is no connection between the Dutch word *backer* and the English word

Jan Conell, plaintiff, against Jan Cornelise, defendant.

The plaintiff demands of the defendant payment for 140 boards, according to his bond, dated July 22d last.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the amount of the bond, *cum expensis*.

[40] Jan Cornelise, plaintiff, against Jacob Jansen Gardinier, defendant.

The plaintiff demands of the defendant payment of 200 gl. in seawan for wages.

The defendant's wife appearing in court as attorney for her husband admits that she owes him more than he asks and promises to pay him in boards, having no seawan.

The honorable court order the defendant to pay the plaintiff the 200 gl. in boards, within the space of 8 days, *cum expensis*.

Default Wm. Nottingham, plaintiff, against
Also in default David Willems, defendant.

Jan Jacobse Gardinier, plaintiff, against Jan Martense, defendant.

The plaintiff complains that the defendant has chased his horses out of the common enclosure of the plowed land.

The defendant's wife, appearing in court, says that all she did was to drive them out of the gate.

The honorable court order the parties not to molest each other any more, each to pay his own costs. Furthermore, the defendant is ordered to help the plaintiff find his horses.

Reynier Gaukens, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant 40 boards for wages.

The defendant admits the debt.

[41] The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the 40 boards demanded within the space of 5 days, *cum expensis*.

Gysbert Cornelise, plaintiff, against
1st default Gerrit Bischop, defendant.

Arnout Cornelise, plaintiff, against Rouloff Janse, defendant.

The plaintiff says that he has had an attachment served against the person of the defendant to stay in his service and gives notice of the attachment.

The honorable court declare the attachment valid for the space of 14 days.

Jan Andriese Dow, plaintiff, against Evert Cornelise, defendant.

Ariaen Appell, as attorney, requests that the defendant deliver to Schout Swardt the wood for which the plaintiff became surety for the defendant, being 4 canoefuls, of 2 loads to the canoe, of which 1 canoeful has been delivered, leaving 6 loads still to be paid, with the costs of the suit.

The defendant in default.

The honorable court order the defendant to deliver the wood aforesaid to Schout Swardt within the space of eight days, when the plaintiff is to be released from his surety bond; *cum expensis.*

Ariaen Appel, plaintiff, against Cornelis Dyckman, defendant.

The plaintiff demands of the defendant 9 schepels of wheat, less 15 stivers, according to his account, *cum expensis.*

Default of the defendant.

The honorable court order the defendant to pay the plaintiff in wheat, according to valid account, within the space of one month, *cum expensis.*

[42] Jan Conell, plaintiff, against Rouloff Janse, defendant.

The plaintiff demands of the defendant payment of fl. 158 in seawan, according to his account.

The defendant admits the debt and requests time.

The honorable court order the defendant to pay the plaintiff the sum of fl. 158 in seawan demanded, within the space of 6 weeks, *cum expensis.*

Storm Albertse van der Zee, plaintiff, against Rouloff Janse, defendant.

The plaintiff demands of the defendant the sum of fl. 136:19:8 in seawan, according to account.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the above mentioned sum within the space of 6 weeks, *cum expensis*.

Idem, against Dirck Albertse, defendant.

The plaintiff demands of the defendant the sum of 20 beavers, 6 gl. 4 st. seawan, being 406 gl. 4 st. seawan, the beaver being counted at 20 gl. seawan.

The defendant answers that he has never refused to pay in seawan and that he never promised to pay in beavers, but if the plaintiff will swear that he promised him beavers, he will pay the same.

The plaintiff thereupon takes the oath.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the said 20 beavers and 6 gl. 4 st. seawan, at once, as soon as the order is presented to him, *cum expensis*.

[43] Idem, against Jan Conell, defendant.

The plaintiff demands of the defendant the sum of fl. 320:4:— in seawan, according to book debt.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the sum of fl. 320:4: in seawan demanded, within the space of one month, *cum expensis*.

Idem, plaintiff, against Maes Cornelise, defendant.

The plaintiff demands of the defendant 11½ beavers, reckoned at 20 gl. the beaver, arising from tavern expenses.

The defendant answers that he was ready to pay the plaintiff in seawan.

The plaintiff replies that he demanded seawan of the defendant, which he did not have then, but that he promised to pay in beavers. He takes the oath accordingly.

The defendant, replying, says that the plaintiff has taken a false oath, because he has not credited him with six spoons.

The honorable court, having heard the parties on both sides,

condemn the defendant to pay the plaintiff the sum demanded in beavers, at 20 gl. the beaver, according to his promise, and that without delay, *cum expensis.*

Jochem Wessells, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant one beaver for a sheep sold to him.

The defendant answers that he has a counter claim of one beaver and 6 gl. 2 st. seawan, for work done and wood, etc., delivered to plaintiff.

[44] The honorable court, having heard the parties on both sides, order them to pay each other according to true accounts and each to bear one half of the costs.

Harmen Janse, plaintiff, against Paulus Martense, defendant.

The plaintiff says that he sold to the defendant a horse, which he refuses to receive, as shown by affidavits submitted.

The defendant admits that it took place as stated.

The honorable court, having heard the parties on both sides, order the defendant to make payment for the aforesaid horse according to the purchase. Likewise they order the plaintiff to fulfil his promise according to the purchase, with the understanding that the defendant is to pay the costs.

Ariaen Appell, plaintiff, against Harme Janse, defendant.

The plaintiff demands of the defendant 21 gl. 12 st. in seawan, for work done by his son.

The defendant admits the debt and agrees to pay it.

The honorable court condemn the defendant to pay the plaintiff the aforesaid sum within the space of 3 days, *cum expensis.*

Claes Ripse van Dam, plaintiff, against Cornelis van Scherluynen,[1] defendant.

The plaintiff demands of the defendant 2 beavers and 2 gl. in beavers, being the remainder due for a vat made for the defendant.

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[1] Cornelis van Schelluyne. He was a shoemaker by trade and had a tannery outside the north gate of Albany. *Early Records of Albany,* 2:115, 125, 3:14, 201, 287.

The defendant answers that the vat was not satisfactory and that the plaintiff agreed to make the vat right, or to receive no money, which Dirk Bensing also testifies.

[45] The plaintiff, replying, says that contrary to his instructions the defendant has had the vat in question set into the ground and has let it stand between wind and water.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the aforesaid sum, *cum expensis*.

Andries Hendricx, plaintiff, against Laurence van Alle, defendant.

The plaintiff demands of the defendant a hog, which the defendant took, and which was sold and delivered to him [the plaintiff] by Mathys Coenraetse.

The defendant answers that all the property of the aforesaid Coenraetse was attached when the hog was sold, as appears from the minutes, under date of February 4th last.

The honorable court, having heard the parties on both sides, order the defendant to pay the plaintiff 20 gl. in beavers for the hog, which he earned in wages, because it was sold, and further that the defendant is to recover the amount from Mathys Coenraetse, *cum expensis*.

Mr Siston, in his capacity of sheriff, plaintiff, against Jurian Teunise, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for insolence committed against the person of Wynant Gerritse.

The defendant answers that he only hit the said Wynant on the chest with the paddle, and this because of abusive language addressed to him by Wynant. [46] The plaintiff produces affidavits of credible persons that the case is actually as stated.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the sum of 25 gl. in seawan, *cum expensis*.

Idem, plaintiff, against Albert Goosense, defendant.

The plaintiff demands of the defendant the fine for having struck the son of Wynant Gerritse.

The defendant answers that he boxed Wynant Gerritse's son's ears, because he drew a knife on him and threatened to stab him in the belly, which Evert Cornelise is alleged to have seen.

The honorable court adjourn the case until the next court day, because Evert Cornelise is not present.

Idem, plaintiff, against Gerrit Bischop, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having on Sunday, the 25th of July last, fought with the Hollander, which he proves by Wm. Parker, court messenger.

The case is adjourned until the next court day, because the Hollander is not present.

Mr Mae[r]te Gerritse, plaintiff, against Cornelis van Ness, defendant. Default.

Case according to the preceding minutes. The plaintiff shows by Jan Authoudt [1] that there [47] is due to him from the defendant the sum of fl. 340:— in seawan.

The honorable court, having taken everything into consideration, condemn the defendant to pay the plaintiff the sum of 340 gl. in seawan demanded, within the space of one month, *cum expensis.*

Volkje Pieterse, plaintiff, against Claes Janse Stavast, defendant.

Case according to the preceding minutes. The plaintiff demands of the defendant a bond of fl. 406:— Holland money, which he says was torn [up], as also her Holland money, according to his confession, which she failed to get on account of it.

The honorable court order and authorize the following persons to act as referees in the matter and to settle the case if possible, and to report their decision to their honors on the next court day, to wit:

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[1] Jan Outhout, or Oothout.

Mr Andries Teller
Mr Johannes Provoost
Mr Maerte Crygier
Mr Gerrit van Slichtenhorst
Mr Dirck Wessells and
Mr Adriaen van Elpendam

Mr Siston, sheriff, plaintiff, against the wife of B. Pietersen, defendant.

Case according to the preceding minutes. The plaintiff complains of assault and battery committed by the defendant and her daughter on Geertruyt Barents and her daughter, and demands the fine incurred according to the ordinance.

[48] The honorable court, having heard the parties on both sides and examined the testimony of Styntye Janse, wife of Paulus Jurricx, from which it appears that she [the defendant] struck the said Geertruyt, they condemn her to pay to the officer a fine of 50 gl. in seawan, *cum expensis.*

Rouloff Janse, plaintiff, against Mr Jan Thomase, defendant.

Case according to the preceding minutes. The plaintiff persists in his former demand.

The defendant answers that he has had 4 sheep and also 14 schepels of wheat.

The plaintiff swears that he has not received the 14 schepels of wheat on account. He produces the account, which amounts to 312 gl. in seawan and admits that he received on account 9 beavers, counted at 25 gl. seawan per beaver.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the remaining sum of fl. 87 in seawan, *cum expensis.*

A petition of Gerrit Goosense van Schayck, son of Capt. Goose Gerrits, deceased, is presented, praying that he may have the hay mowed by Geurt Hendricx in the Halve Maen, because the General Court of Assizes adjudged and decided that Geurt aforesaid was to have 16 morgens of land on one side of the Halve Maen. Further, he requests that the said Geurt give

security for the costs of the trial, [49] pursuant to the aforesaid judgment.

[49] After deliberation, the honorable court adjudge that Geurt Hendricx may retain the hay which he mowed at the Halve Maen, because he did so by order of the court. As to the costs, the parties are ordered to appear on the next court day, when the question at issue will be disposed of.

Mr Phillip Schuyler, appearing in court, declares under oath that his current assets[1] in this country do not exceed the value of fl. 24,000 in beavers.

The honorable commander, Capt. Anthony Brockholes, and the honorable commissaries of Albany, colony of Renselaerswyck, etc., considering the poor condition and the necessary use of the streets of Albany, have by a plurality of votes decided and ordered that every one shall make in front of his house and lot a stone sidewalk,[2] eight feet wide and extending in length the full width of his lot, properly and well laid, before the first of May 1676, under penalty of 25 guilders in seawan, to be applied to the benefit of the honorable officer. Therefore, the burghers are warned to guard themselves against all loss. This 19th day of November 1675, in Albany.

[50] Extraordinary session held in Albany, December 6, 1675
Presentibus:

Capt. Phillip Schuyler
Adriaen Gerritse
Richard Prittie
Marte Gerritse
Pieter Winne
Jan Thomase
Mich. Siston, sheriff

Instructions for Arnout Cornelise and Ro. Sanders

1 You are to go directly to Hosick, where the Northern Indians are, and address their sachems and use your own dis-

[1] *gaende en Comende goederen.*

[2] *een steene stoep.*

cretion in investigating how many Christian prisoners they have among them.

2 Having found out how many prisoners they have in their hands and seeing that the Indians are civil and decent, you are to ask them to surrender the prisoners, saying that you are sent by the governor and the magistrates.

3 And if they deliver the prisoners to you, well and good; if not, you are to agree with them as civilly as you can to exchange them for duffels, clothing, or seawan, but not for powder, lead, or provisions.

4 Discussing the matter with them, you are to do your best to find out what their intention or design is; also to investigate carefully how many Frenchmen and Englishmen they have with them, who support them. Thus done at the session of their honors, this 6th day of December 1675.

[51] Roeloff Janse,[1] appearing in court as a prisoner and being questioned about the theft committed at the house of Jacob van Laere, he admits that he is guilty and without torture or irons confesses that he stole 23 beavers, of which 14 were found in his chest. He says further that no one was associated with him in stealing, but that he committed the crime alone, begging their honors to have mercy on him.

He was asked further whether he was not guilty of having stolen other things, to which he answered: "No."

Ordinary session held in Albany, December 7, 1675

Present:

Capt. Anth. Brockholes, commander
Capt. Phil. Schuyler
Adriaen Gerritse
Rich. Prittie
Maerte Gerritse
Pieter Winne
Jan Thomase

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[1] Roeloff Jansen, from Holsteyn. He was apparently a tailor by trade. *See Early Records of Albany*, 3:156, 330.

Mich. Siston, sheriff

Willem Frederickse Bout, plaintiff, against Dirk Bensen, defendant.

The plaintiff demands of the defendant a hog, for which a year ago he gave 5 cows.

The defendant answers that only one of those cows remained alive and that last May he offered the plaintiff a hog.

[52] The honorable court order that each party shall choose a referee to decide the matter.

Wm. Hoffmayer, plaintiff, against

Jochem Wessells
Hans Hendricx
Jan Harmense
Omie La Granse
} defendants

The plaintiff demands of the defendants the sum of fl. 174:12 for services rendered to the consistory of the Augsburg Confession.

The defendants answer that the hundred guilders which he charges have not been earned and that he has been absent and failed to perform his duties, while being reader, but they admit that they owe him fl. 74:12.

The plaintiff replies that Jochem Wessells took the keys away from him and thereby prevented him from performing his duties.

Jochem Wessells in rejoinder says that on the next court day he will bring further proof of the matter.

The honorable court: *fiat.*

Arnout Cornelise Viele, plaintiff, against Evert Cornelise, defendant.

The wife of the plaintiff, appearing, demands of the defendant 28 gl. in seawan, according to account.

The defendant admits the debt and offers an assignment.

The honorable court condemn the defendant to pay the 28 gl. demanded to the plaintiff within the space of 14 days, *cum expensis.*

[53] Maerte Gerritse, plaintiff, against Wm. Hoffmayer, defendant.

The plaintiff demands of the defendant 300 gl. in seawan, which he has owed him since 1668.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the aforesaid sum of 300 gl. in seawan to the plaintiff within the space of 6 weeks, *cum expensis*.

Mr Siston, sheriff, against

1st default Teunis de Metselaer, defendant.

Idem, against Hend. van Ness.

The plaintiff demands of the defendant the fine according to the ordinance for having neglected to repair the bridge.

The defendant answers that he repaired the bridge and made it better than it was before.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the fine of 25 gl. in seawan according to the ordinance, within the space of 14 days, *cum expensis*.

Idem, against Wynant Gerritse, defendant. Default.

The plaintiff demands of the defendant 12 gl. in beavers in an action for payment of a fine.

The honorable court condemn the defendant to pay the plaintiff the sum demanded, *cum expensis*.

[54] Idem, against Wm. Loveridge, senior, defendant.

The plaintiff demands of the defendant a fine of 25 gl. in seawan for having struck the person of Mr Wilson with his fist and also the fine according to the ordinance for having failed to clean his 2 chimneys.

The defendant asks that the matter may be referred to 12 jurymen.

The honorable court, having taken the matter into consideration, do not find it of sufficient consequence to be submitted to a jury and condemn him to pay the fine of 37 guilders in seawan according to the ordinance.

Idem, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for fighting.

The defendant in default.

The honorable court condemn the defendant to pay the plaintiff 12 gl. in seawan, *cum expensis.*

Volkertje Pieterse, plaintiff, against Claes Janse Stavast, defendant.

Case according to preceding minutes.

The plaintiff hands in a declaration rejecting what has been done by referees, because they have not decided the question of the torn bond. She therefore persists in her former demand and conclusion, namely, that the defendant produce the torn bond, [55] or else be condemned to compensate her for the loss of her Holland money, *all cum expensis.*

The defendant answers that the settlement and agreement made by the referees both as to the bond and the account in this country seem to him just; also, that she knew about the bond and that he gave her a receipt, which he confirms by oath.

The honorable court, having duly considered everything, condemn the plaintiff to pay the defendant the moneys according to the tenor of the agreement dated the 12th of June last. Also, that the defendant is to give the plaintiff a discharge and release her from all further demands, the plaintiff being condemned to pay the costs of the suit.

Bastyan Cornelise, plaintiff, against Dirk Albertse Bradt, defendant.

The plaintiff demands of the defendant 6 beaver laps[1] which he won from Rouloff Janse by throwing dice, and which Rouloff Janse took away from him without his knowledge.

The honorable court condemn the defendant to make restitution of the 6 beaver laps, or to give 12 gl. in beavers instead, *cum expensis.*

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[1] 6 *Bever lappen.* In Gov. Dongan's "Report on the State of the Province," four "lapps" are counted as equivalent to one beaver. *Doc. rel. to Col. Hist. N. Y.*, 3:400.

[56] The commissaries of Schaenhechtady, plaintiffs, against Jan Gerritse van Marken, defendant.

The plaintiffs complain to the honorable court about the slanderous statements which the defendant has not hesitated to spread abroad, as appears from several affidavits.

The defendant asks for copies of the documents to make answer thereto on the next court day.

The honorable court: *fiat.*

Jan Gerritse aforesaid says in open court that Ludovicus Cobes has feloniously deceived the farmers at Shenhechtady.

Whereas Roeloff Janse, born in Holsteyn, aged 28 years, at present a prisoner on account of burglary and theft committed and perpetrated at the house of Jacob van Laer on the 29th of November, at night, has without torture or irons confessed that he stole 23 beavers there, of which 14 were found in his chest and the rest were given away and distributed to various persons, [57] the honorable commander and commissaries, after mature consideration, find this to be of great consequence and that such person should be punished as an example to others. They therefore condemn the said prisoner to be brought on Thursday next, the 9th of December, at 10 o'clock to the whipping post, where it is customary to execute justice, in order to receive at the hands of the common executioner 31 lashes on his bare back, the court banning him hereby forever from the jurisdiction of Albany, colony of Renselaerswyck, Schaenhechtade and the dependencies thereof, on pain of corporal punishment, as soon as the river shall be open, and further condemning him to pay the costs of the trial. Thus done and executed at the session of the aforesaid court, *dato ut supra.*

Ordinance

The honorable commander, Capt. Anth. Brockholes, and the honorable commissaries of Albany, colony of Renselaerswyck, etc., to all those who shall see these or hear them read, Greeting! Know ye that, whereas daily sad accidents occur, especially among our neighbors, and we do not know how soon

the same may occur among us, their honors consider the necessity of laying in grain and other provisions in the city of Albany. Therefore, their honors aforesaid, [58] seeing that under the previous ordinance no progress is made in this matter, hereby order and command all the inhabitants of Albany, colony of Renselaerswyck, Schaenhechtade and the dependencies thereof, without any exception, to bring into this place all their wheat, pease and maize that are thrashed, or shall be thrashed by them from week to week, the same being held not liable to attachment. Therefore, every one is warned at his peril not to contravene these, [the punishment of] such [contravention] being left to the judgment of the honorable court. Thus done at the session [held] this 7th day of December.

Was signed: Anth: Brockholes

In the margin was written:

By order of the same,

Ro: Livingston, Secretary .

To the Constables of Albany

The honorable court authorize the constables to order the burghers, each one as far as his share is concerned, to provide firewood for the *corps de garde* now, while the time for hauling the same is suitable.

Also, to make a careful calculation and estimate as to how many heavy oaken posts, 10 feet long, are needed for a common burying ground, 60 paces square, which posts the burghers of Albany, etc., and the colonists, in proportion shall at the very first opportunity haul [and deliver] on the Pleyn [1], near the west bastion.

[59] Extraordinary session held at Albany, December 9, 1675

Presentibus:

Capt. Anth. Brockholes, commander

Capt. Phil. Pieterse Schuyler

Adrien Gerritse

Richard Prittie

[1] The esplanade of the fort.

Maerte Gerritse
Jan Thomase
Mr Siston, sheriff

Ludovicus Cobes, assisted by Sweer Teunise, commissary of Schaenhechtady, plaintiffs, against Adriaen Appell, defendant.

The plaintiffs demand of the defendant a copy of the settlement of some disputes between Jan van Marken and the commissaries of Shinnechtady, dated the 7th of December last.

The defendant refuses to furnish a copy, because it is distinctly stated in the agreement that : "As to the writings remaining in the custody of the persons chosen for that purpose, to wit, Pieter Meuse Vrooman and Ariaen Appell, this provision remains in full force, with this reservation that after the execution of these presents no one, in general or in particular, shall bring to light any further slander whatsoever, on pain of being deprived of all claims, defense, or excuses."

The honorable court, having duly [60] considered the matter, order that the original shall remain in the custody of the referees, according to their previous agreement, and hereby dismiss the plaintiffs' suit and condemn them to pay the costs of the proceedings.

Ordinance

The honorable commander and commissaries of Albany, etc., having heard the complaint of the honorable officer about the disobedience or failure to comply of the inhabitants of Shaenhechtady, who have been warned and advised several times by means of ordinances not to depart with their wagons or sleighs from this place to Shaenhechtady without the knowledge of the officer here, or to go from Shaenhechtady to this place without the knowledge of the officer there, and whereas all such orders have from time to time been neglected; Therefore, their honors aforesaid hereby expressly order all inhabitants of Shaenhechtady hereafter promptly to regulate themselves accordingly, especially at this juncture of time, under penalty of a fine of 25 guilders to be forfeited by the transgressors, *toties quoties*. Furthermore, the respective officers are ordered to pay close attention to this.

Thus done in Albany, at the session of their honors, this 9th day of December 1675.

[61] Extraordinary session held at Albany, December 20, 1675
Presentibus:

Capt. An. Brockholes, commander
Capt. Phillip Schuyler
Adrian Gerritse
Rich. Prittie
Maerte Gerritse
Pieter Winne
Jan Thomase
Mich. Siston, sheriff

Resolved by the honorable court: Whereas the northern Indians are well supplied with all sorts of munitions of war from the plunder which they have taken from the English, the sheriff is hereby ordered and authorized to take care that this does not take place again and to warn the inhabitants of the colony and the dependencies thereof not to buy or barter either directly or indirectly any plunder from the Indians, except at their own peril, for if this were tolerated the Indians would be fortified in fighting against the Christians. It is therefore strictly forbidden, on pain of arbitrary punishment to be fixed by the governor and the commissaries.

Marcelis Janse, appearing in court, shows the confession of his daughter Huybertje, made when she was in the extreme pangs of childbirth, and which is signed by 6 women. She acknowledged that Jan Hendrick Bruyn was the father of her child and that she had never known any one in the world but him, being willing to live or die under the weight of this statement. She requests maintenance.

The honorable court authorize the sheriff to see to it that Huybertje aforesaid be supported as becomes a woman in her condition out of the effects of the said Bruyn until spring and the further order of the governor general.

[62] This day, the 22d of December, 1675, before me, Rob.

Livingston, secretary of Albany, Renselaerswyck and Schaenhechtady, etc., appeared Wm. Loveridge, senior, residing here, who entered an appeal to the general Court of Assizes, to be held on the first Tuesday in June, from a certain judgment pronounced against him by the honorable court of Albany aforesaid, under date of December 7, 1675, which was in favor of Mr Michel Siston, sheriff, and he hereby offers as security for the judgment his person and property, real and personal, present and future, nothing excepted, submitting the same to the control of all courts and judges. *Actum* in Albany, *dato ut supra.*

William Loueridge

This day, the 22d of December 1675, before me, Rob. Livingston, secretary of Albany, colony of Renselaerswyck, etc., appeared Pieter Meuse Vrooman, residing here, who entered an appeal to the general Court of Assizes to be held on the first Tuesday in June 1676, from a certain judgment pronounced by the honorable court of Albany aforesaid under date of December 7, 1675, against his wife, Volkertje Pieters, and in favor of Claes Janse Stavast, and hereby offers as sureties for the judgment his person and the persons of Jan Verbeek and Adriaen Appel, as also their property, real and personal, present and future, without any exception, submitting the same to the control of all courts and judges. *Actum* in Albany, *datum ut supra.*

Pieter Meesen Vrooman
Jan Verbeeck
A: Appel

[63] Extraordinary session held in Fort Albany, December [blank] 1675

Presentibus:

Capt. Anth. Brockholes, commander
Capt. Phillip Schuyler
Adriaen Gerritse
Richard Prittie
Marte Gerritse
Jan Thomase

Instructions for the Constables

1 It is resolved by the honorable commander and the commissaries to double the burgher guard and to have every night three sentries on guard, to wit:

One at the guard house on the hill

One near the cannon at the church, and

One at the house of Symon, the baker, opposite Harmen Gansevoort's, where a *corps de garde* shall be kept also.

2 It is also ordered that the gates of the city shall be closed as soon as the tattoo [drummer] has made the rounds.

3 If any one whose turn it is to do guard duty arrives at the guard house after eight o'clock or the ringing of the bell, he shall forfeit 50 gl. in seawan.

4 On all Sundays and extraordinary days of prayer appointed by the governor general two men shall keep watch near the church.

5 No one shall be allowed to do guard duty indoors or at an open window, but every guardsman shall take up his post at the guard house.

6 Further, it is ordered that the gates near Huybert Janse's and near Pieter Mackelyck's shall be securely locked until further order and that the gate at Romm street shall be made tight and a door made therein to draw water through it.

[64] 7 William Loveridge, Junr. is ordered to beat the tattoo one half hour after the ringing of the bell and in the morning toward daylight to beat reveille around the church, according to the former custom, he being thereby excused from guard duty, as well as his father, Wm. Loveridge, Senior.

8 Jacob Shermerhooren, Wm. Loveridge, Junr. and Lambert van Valkenburgh are appointed to be city constables for the cannon, to keep everything in good order.[1]

[1] Pages 65–84 are blank and the remainder of the volume (p. 85–210) contains rough minutes of the court proceedings from Jan. 7, 1678/9 to Mar. 10, 1683/4, which in more extended form are entered in "Proceedings of the Commissioners or Magistrates," 1676–1680, and "Proceedings of Justices of the Peace," 1680–1685. A translation of the first of these two volumes follows.

Proceedings of the Commissioners or Magistrates [1]
1676—1680

[1] Ordinary session held in Albany on the 4th of January Anno Domini 1675/6, by authority of his Majesty, in the 27th year of the reign of our sovereign lord Carolus the Second, by the grace of God king of Great Britain, France and Ireland, Defender of the Faith, and in the year of our Lord and Savior Jesus Christ 1675/6

Presentibus:

Major Ab. Staas
Capt. Phi. Schuyler
Ad. Gerritse
Richard Prittie
Marte Gerritse
Pieter Winne
Jan Thomase
Mich. Siston, sheriff

Andries Hanse, plaintiff, against Pieter Boschee,[2] defendant.

The plaintiff demands of the defendant a canoe, which he loaned to him and for which he agreed to pay 25 gl. in seawan.

Default of the defendant.

The honorable court condemn the defendant to pay to the plaintiff 25 gl. in seawan according to agreement, within the space of 3 weeks, *cum expensis.*

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[1] The record is lettered on the back: "Proceedings, of the Commissioners of Magistrates," which is evidently a mistake for "Proceedings of the Commissioners or Magistrates," the word Commissioners being used as a translation of the Dutch term *Commissarissen*, which in this connection is synonymous with Magistrates. A manuscript digest, in English, of this record and of the "Proceedings of Justices of the Peace," 1680–1685, entitled "Minutes, 1676–1685," is among the city records which are deposited in the manuscript section of the New York State Library.

[2] Pierre Bosie, a Frenchman.

Samuel Messie, plaintiff, against

Gab. Thomson, constable
Elias van Ravesteyn
Jan Thomase Mingaell
} defendants

The plaintiff shows an affidavit of Jammes Penniman, who on the 23d of December last, at about 10 o'clock in the evening, was at the plaintiff's house and who, after having taken his leave, pulled the door tightly shut at the request of the plaintiff, who lay in bed, and three times thumped against it, without causing it to open, which affidavit he has confirmed by oath. [The plaintiff] further declares that the defendant and two others that same evening broke open his door, for which he demands reparation.

The defendant [Gabriel Thomson] answers that he used no force or violence whatever against the plaintiff's door, but on the contrary found the door standing open on a crack and in virtue of his office warned him of it, of which he produces an affidavit of two witnesses, to wit, Elias van Ravesteyn and Johannes Mingaell.

The plaintiff rejects the affidavit of Elias van Ravesteyn, saying that he is a thief.[1]

The defendants, Gabriel Thomson and Johannes Mingaell, make oath that no violence was committed by them. Therefore, Gab. Thomson requests reparation of honor on account of the unjust complaint, *cum expensis*.

[2] The honorable court, having heard the parties on both sides and duly considered everything, find that it is a matter of no little consequence to charge a constable and king's servant so unjustly and that the said Gabriel is not guilty. They therefore condemn the plaintiff to pay the costs of court, as well as 50 gl. in seawan for the poor.

Mr Andries Teller, plaintiff, against Jan Conell, defendant.

The plaintiff demands of the defendant fl. 598:18:— in beavers, by virtue of a mortgage dated Jan. 28, 1672/3.

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[1] See *Minutes of the Court of Albany, Rensselaerswyck and Schenectadu.* 1668–1673. 1:197. 198. 200. 269.

The defendant admits the debt and says that Penniman owes him as much.

The honorable court order the plaintiff to accept payment according to the mortgage and condemn the defendant to pay the costs of court.

Jan Conell, plaintiff, against James Penniman, defendant.

The plaintiff demands of the defendant 30 pounds sterling for the first payment on a certain house sold to him, according to the contract of sale.

The defendant answers that he paid £23 12 sh. on account.

The plaintiff, replying, says that he has not received this on account of the house, but because he [the defendant] bought the goods of Mr Pears. He requests that the defendant furnish surety for the first payment.

The honorable court, having heard the parties on both sides, condemn the defendant to pay to Mr Andries Teller the sum of £30 sterl. by virtue of the mortgage, for the first payment on the house. As to the £23 12 sh. which the defendant claims from the plaintiff, he must look to the plaintiff for the recovery thereof, and they condemn the defendant to pay the costs of court.

Christopher Skaife, plaintiff, against Rouloff Janse, defendant.

The plaintiff says that he has caused 87 gl. in seawan of Rouloff Janse in the hands of Jan Thomase to be attached and asks that the said attachment may be declared valid.

The honorable court grant permission to levy the said sum and condemn the defendant to pay the costs of court.

[3] Ludovicus Cobes, attorney for Cornelis Viele, plaintiff, against Harme Rutgers, defendant.

The plaintiff demands of the defendant fl. 78:15 in seawan for tavern expenses on the journey to the Maquas country in the time of Commander Drayer.[1]

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[1] Andreas Draeyer, commander of Fort Nassau. He was a former officer of the Danish navy, who had entered the Dutch service. He received his instructions from Gov. Anthony Colve on Sept. 26, 1673, and on Oct. 6th was commissioned schout of Willemstadt and the colony of Rensselaerswyck. See *Doc. rel. to Col. Hist. N. Y.*, 2:618, 627; *N. Y.*

Default of the defendant.

The honorable court order the defendant and his companions each to pay his share *pro rata* to Cornelis Viele, together with the costs of court.

Gerrit Teunise, plaintiff, against Jan Conell, defendant.

The plaintiff demands of the defendant 200 gl. in seawan for a horse, saddle and bridle which he took with him to the north and for which he was condemned to pay the aforesaid amount to Penniman. He also shows an affidavit of Timothy Cooper, stating that the defendant at the north attended to his own affairs also.

The defendant answers that the plaintiff asked him to undertake this journey to settle his affairs there, as it was plowing time.

The honorable court order the parties to bear each one half of the expense of the horse and also one half of the costs.

Mr Siston, sheriff, against Hend. Coster, defendant.

The plaintiff complains that the defendant thrust at the person of Robert Sanderse with a knife, striking his coat, and requests the fine incurred thereby.

The defendant in default.

Ro. Sanders, being called into the room, admits that it is true.

The honorable court put over the case until the next court day.

Idem, against Johannes de Wandelaer, defendant.

The plaintiff says that about three weeks ago, after the ringing of the bell, he found three Indians in the house of the defendant, contrary to the ordinance.

The defendant answers that the Indians only went here and there to warm themselves and to get some wood.

[4] The honorable court order the defendant to pay the plaintiff the sum of twenty-five guilders in seawan, *cum expensis.*

Pieter Meuse Vrooman, plaintiff, against Claes Janse Stavast, defendant.

The plaintiff demands of the defendant a power of attorney which he received some time ago from his wife,[1] to sell a house at New York.

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[1] Volkje Pieterse. Gerrit Jansen Stavast was her first husband.

The defendant answers that he delivered the said power of attorney to Gerrit Janse Stavast, deceased.

The honorable court order the parties to govern themselves according to the previous judgment and condemn the plaintiff to pay the costs of court.

Mr Andries Teller, plaintiff, against Cornelis Teunise, defendant.

The plaintiff says that he has had all the defendant's grain attached and requests that the said attachment may be declared valid.

The honorable court adjudge that no grain is to be attached in this jurisdiction until the next ensuing ordinary court day.

Sergeant Pieter Winnen, plaintiff, against Capt. Volkert Janse Dow, defendant.

The plaintiff rejects the contract of lease made by the defendant with Marte Cornelise, because it was made without his being present.

Ludovicus Cobes, attorney for the defendant, refers to the contract of sale and the lease and is willing to make immediate delivery of the contract of sale and the lease, on condition of being released from all further claims and risk.

The plaintiff, replying, says and undertakes to prove that they have altered the terms of the writing. Also, that the co-participant, Spitsbergen,[1] confesses to it.

The honorable court: *fiat* further proof.

Claes Janse Stavast, appearing in court, requests that the judgment given on the 7th of December last against Volkie Pieterse, from which she appealed, may be put in execution.

[5] The honorable court deny the appeal of Volkje Pieterse, because the judgment does not allow an appeal to be taken in such cases, as appears from the instructions of the right honorable governor general.

Wm. Parker, court messenger, appearing before the court, asks to know how much salary he is to get yearly. The honorable court allow him 200 gl. in seawan a year.

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[1] Teunis Cornelissen van der Poel, *alias* Spitsbergen.

Ordinance

The honorable commissaries of Albany, colony of Renselaerswyck, etc., hereby expressly order all inhabitants within their jurisdiction, each as far as he is concerned, to have their grain measures, casks, ells, cans and weights stamped at the first opportunity by the sealer of weights and measures (*Yckmeester*), Jan Andriese Cuyper,[1] for which they are to pay as follows:

For 1 schepel, 1 half schepel or *spint* 10 stivers in seawan
For 1 tun, 1 half cask or anker 8 stivers in seawan
For 1 ell 6 stivers in seawan
For 1 wine or beer measuring can, pint, etc. 4 stivers in seawan
For all kinds of weights of brass, iron, or lead, except standard weight[2] 2 stivers in seawan

In order that every one may govern himself accordingly and hereafter not plead ignorance hereof, under the penalty to be provided at the discretion of their honors, thus done at the session of their honors, this 4th day of January 1675/6.

Extraordinary session held in Albany, January 5, 1675/6

Dirk, the Noorman, appearing in court, is asked how and in what manner he obtained a horse from a Macqua Indian, to which he gave for answer that it had been presented to him.

Nehemiah Pears, standing within, declares under oath that recently he heard Dirk, the Noorman, say: "I have received a horse from the Indian and if it be taken away from me, I shall say to the Indian: 'Where is the horse which you gave me?' Then he will say: 'I gave it to you, did I not?' To which I shall reply that the English took the horse away from me."

[6] James Penniman, being also called to step inside, declares that last Monday he was at the house of Sam. Messie, where Dirk, the Noorman, and Mr Pears were. He heard some words about a horse and an Indian, but knows nothing about the substance of the matter.

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[1] Jan Andriessen, the Cooper, was appointed gager on Sept. 7, 1675.

[2] *Pyl gewicht;* apparently intended for *peil gewicht.*

The honorable court will take the matter under advisement. Further, they order and decide that no one is to receive, trade or barter any of the goods plundered from the English, either directly or indirectly.

Ordinary session held in Albany, February 8, 1675/6

Presentibus:

Capt. Phil. Schuyler
Adriaen Gerritse
Rich. Pritty
Pieter Winne

Nehemiah Pearse, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant one beaver, or in place thereof 27 gl. in seawan, for goods received.

The defendant admits that he owes one beaver.

The honorable court, having heard the parties on both sides, condemn the defendant to pay to the plaintiff one beaver in the space of 14 days, *cum expensis.*

Harme Gansevoort, plaintiff, against Pieter Quackebosse, defendant.

The plaintiff demands of the defendant 97 gl. in seawan, according to settlement of accounts.

The defendant's wife, appearing, says that she can pay in brick.

The honorable court condemn the defendant to pay the aforesaid sum to the plaintiff within the space of 14 days, *cum expensis*, and this because she refuses to swear that it would suffice for her to pay in brick.

Cornelis Dyckman, plaintiff, against Ariaen Appell, defendant.

The plaintiff says that the defendant has misled him in a case of dispute and called off the summons, [without letting him know] that the same would remain in effect [and count as default] for non-appearance.

[7] The defendant answers that he has never misled the plain-

tiff and that there is duly owing to him 9 schepels of wheat less 15 stivers, deducting 3 schepels of wheat paid on account, which he confirms by oath.

The honorable court condemn the defendant to pay to the plaintiff[1] the balance of account, *cum expensis.*

Robert Sanders, plaintiff, against Barendt Janse, defendant.

The plaintiff demands of the defendant 15 schepels of wheat and 8 gl. in seawan for goods sold to him.

Lowys Cobus, attorney of Barendt Janse, presents in court a declaration of the said Barendt that Robert agreed to be satisfied at first with 6 schepels and that he does not refuse to pay the remainder.

The honorable court condemn the defendant to pay the 15 schepels of wheat and the 8 gl. in seawan demanded to the plaintiff within the space of 14 days, *cum expensis.*

Jan Gerritse van Marken, plaintiff, against Jan Janse Yonckheer, *alias* Rotterdam, defendant.

The plaintiff claims that he has an action against the defendant for a misdeed committed in making the path,[2] on the 17th of July, 1675, and presents an interrogatory regarding it.

The honorable court refer the plaintiff to the court at Shaenhechtady, within whose jurisdiction the matter in question occurred, and in case no justice in his case is done there, he may seek redress from the court here.

Rob. Hamilton, plaintiff, against Volkert Janse Dow, defendant.

Lud. Cobes, attorney for the plaintiff, demands £ 3:14:6 sterling, or 153 boards, for goods sold [to the defendant].

Jan Janse Blycker, attorney for the defendant, appearing in court, shows by an account of Flodder that 157 boards were delivered to Hamilton by Flodder in the presence of J. Coneell.

The honorable court save the plaintiff's action against Flodder,

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[1] Evidently a mistake and intended for: "condemn the plaintiff to pay to the defendant."

[2] *over misdoen in het Padt make.*

whether the aforesaid boards were delivered on account of Volkert or not.

[8] The plaintiff against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant £ 2:17:6 sterling, which became due on Sept. 19, 1675.

The defendant acknowledges that he owes the plaintiff 115 boards, but no other payment.

The honorable court condemn the defendant to pay the plaintiff according to proper account, *cum expensis.*

Myndert Janse Wemp, plaintiff, against Pieter Pieterse Woggelum, defendant.

The plaintiff demands of the defendant the quantity of 40 beavers, being the fourth payment for the farm.

The defendant admits the debt and asks for time.

The honorable court condemn the defendant to pay the 40 beavers demanded to the plaintiff within the space of 14 days, *cum expensis.*

Mr Frederick Phillipse, plaintiff, against Pieter Meuse Vrooman.

Ro. Livingston, attorney for Capt. Brockholes, demands of the defendant in the name of the plaintiff 40 beavers, amounting to fl. 432:19:— in seawan, and 320 schepels of wheat on which 40 schepels have been paid.

The defendant says that according to the bond thereof one half may be paid in grain and the other half in boards.

The honorable court condemn the defendant to pay the plaintiff according to the bond and valid account, *cum expensis.*

Idem, plaintiff, against Claes Janse Stavast, defendant.

Ro. Livingston, attorney for Capt. Brockholes, demands by virtue of a bond payment for one hogshead of rum, containing 8 ankers, at 4 beavers per anker, to be paid in seawan, grain, or beavers.

The defendant answers that the cask contained not more than 7 ankers and offers to pay for them in seawan, at the market price at that time.

[9] The honorable court condemn the defendant to pay the

plaintiff either in beavers or in seawan, according to the present market price, within the space of 14 days, *cum expensis*, provided that the cask in question is to be gaged by impartial men.

Harme Gansevoort, plaintiff, against Jan de Goyer,[1] defendant.

The plaintiff demands of the defendant 6 schepels of wheat for beer consumed in his house.

The defendant answers that he does not owe more than one beaver and 2 gl. in seawan.

The plaintiff produces his book, showing that the defendant owes him 6 schepels of wheat.

The honorable court condemn the defendant to pay the 6 schepels of wheat demanded to the plaintiff within the space of 14 days, *cum expensis.*

Maerte Crygier, appearing, says that he has had an attachment of 2 beavers placed on goods in the hands of H. van Ness and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

Marte Crygier, attorney for C. Steenwyck, plaintiff, against Hend. Gerritse, defendant.

The plaintiff says that two years ago he had an attachment in the sum of 21 beavers, due by the defendant, placed on goods in the hands of Gerrit Janse Stavast, arising from the house bought of him, and requests permission to levy the amount.

The honorable court grant permission to levy the money.

Anth. Lepinard, plaintiff, against Honnoirie, defendant.

The plaintiff demands of the defendant 15½ schepels of wheat due by adjustment of accounts.

The defendant admits the debt.

The honorable court condemn the defendant to pay the sum demanded to the plaintiff within the space of 14 days, *cum expensis.*

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[1] Jan. Roeloffsen, from Naerden, the capital of the Gooi, or Gooiland, who arrived in the ship *Faith* in 1659. See *Early Records of Albany*, 3:262, and *Doc. Hist. N. Y.*, 3:54.

[10] Jan Conell, plaintiff, against Teunis Jacobse, defendant.

The plaintiff demands of the defendant 4 schepels of wheat for goods received.

Default of the defendant.

The honorable court declare the defendant in default and barred from all exceptions, defense and excuses and therefore condemn him to pay the 4 schepels of wheat demanded to the plaintiff within the space of 14 days, *cum expensis*.

The honorable court further authorize Schout Siston to see to it that the 8 beavers be paid by Lud. Cobus and Arnout Cornelise, sureties of Jan Bruyn, to Huybertje Marcelis, for her confinement and the consequences thereof, the same having been adjudged fair by honest and impartial women; likewise 1½ beavers a month for the support of herself and the child, as well as clothes for the child.

Dirk, the Swede, and Adam Dinghemans, in the capacity of path and fence viewers, are ordered and authorized by the honorable court of Albany to finish and complete as soon as possible the path commenced between Kinderhoek and the Greene Bosch through the town (*Gemeente*) of Kinderhoek.

Mr Cornelis van Dyck, elder, delegated by the consistory, appearing in court, requests that some other means may be found and devised for the support and maintenance of the ecclesiastical services of Domine Nikolaes van Renselaer, minister, in addition to the voluntary contributions which were made last year.

The honorable court put over the matter until the complete court shall be in session. Meanwhile, the consistory may proceed with the collection of voluntary gifts, as has been done heretofore.

[11] Extraordinary session held in Fort Albany, February 8, 1675/6

Present:

Capt. Anthº. Brockholes, governor
Adriaen Gerritse
Rich. Pritty
M. Siston, sheriff

Their honors hereby make known to every one that they expressly forbid all the inhabitants of Albany and the colony of Renselaerswyck to leave the city or their respective places of residence, to go shooting, or under any other pretense, without having first given notice thereof to the schout and entered their names with him. Then ten, but no more, shall be authorized to stay away four days and upon their return they shall again notify the schout. And whoever shall neglect to do so, shall pay a fine of 100 guilders in beavers, for the benefit of the schout. Done under my hand, in Fort Albany, the 9th of February 1675/6.

Was signed: Anth°. Brockholes

By order of the same
Ro. Livingston, Secretary

[12] Extraordinary session held in Albany, February 12, 1675/6

Present:
Capt. Anth. Brockholes, commander
Major Ab. Staas
Capt. Phil. Schuyler
Adriaen Gerritse
Rich. Pritty
Marte Gerritse
Jan Thomase
Mr Siston, sheriff

The Consistory of Kingston, in a humble letter, dated Jan. 25, 1675, request the honorable court that Dom. Schaets might visit them at the first opportunity to administer holy communion and holy baptism, they having written on the subject to the aforesaid Domine and agreed with him.

The honorable court, having taken the matter into the consideration, can not grant the aforesaid consistory's request to have Dom. Schaets leave this place and visit them in order to perform the aforesaid offices, because he has been engaged here by the honorable court as a fixed minister who is not to leave this place

and never to leave the congregation without church service, but if they wish to have Domine Renselaer to perform the aforesaid services, the honorable court will grant permission, if he cares to accept the request.

Credentials

Whereas at this juncture of time many dangerous tidings and reports are spread abroad, by Christians as well as by Indians, which, if they were true, would be very detrimental to this jurisdiction and the government, therefore, their honors have delegated two of their number to go to New York to advise your honor of the state of affairs here, as also to ask your honor for further instructions. Therefore, their honors have appointed, as they hereby appoint, from their midst Major Abraham Staas and Capt. Phil. Schuyler, and this to give your honor true information about the situation here.

And whatever the commissaries aforesaid shall do and perform in the matter, shall be declared valid, their honors requesting hereby that their honors' letters [credential] [13] may be given full credence. Thus done at the session of their honors, *dato ut supra*.

Ordinance

By the Right Honorable Capt. Anth. Brockholes, commander, and the honorable commissaries of Albany, colony of Renselaerswyck, etc.

Whereas we are informed that little or no grain can be grown this year and that there are several persons who make it their business to get hold of and gather the grain to export it from this jurisdiction, which may be to the great loss and injury of the inhabitants of this jurisdiction, we hereby expressly forbid all the inhabitants of our district, at their peril, to export any grain from this jurisdiction until further order from the governor general. Let every one take heed and guard himself against loss. Thus done at the session of their honors, *dato ut supra*.

Copia copiae

Will of Goose Gerritse van Shayck and his wife Annetje Lievens

In the name of God, Amen. Mr Goose Gerritse van Schayck, commissary in Albany, and Annetje Lievens, husband and wife, residing here, both being of sound mind and body and he, Goose Gerritse, intending with God's help to go to Holland, hereby declare that after deliberate and mature reflection and consideration of the certainty of death and the uncertainty of the hour [14] thereof, they have, without inducement, persuasion or misleading of any one, ordained and concluded this their joint, respective and reciprocal last will and testament, in the form and manner as follows.

First and foremost, they commend their immortal souls when they shall leave their bodies to the gracious and merciful hands of God, their Creator and Savior, and their bodies to a Christian burial; also revoking, canceling and making null and void hereby all and every such testamentary disposition as they together or each of them separately may heretofore have made or executed. But as to the marriage articles which before their marriage they made together on the 30th of July 1657, they, the testators, will and desire that they shall remain in full force and vigor, except as the same may be modified by the passage of time and the changes in their estate and the situation of their property and children, including the children of the testator of his first marriage as well as the children procreated by the testators together, all hereinafter mentioned. Therefore, whereas the testator's daughter, named Geertje Goosens, procreated by his first wife, Geertje Brants, deceased, has entered the married state with Hendrick Coster and has been bought out and satisfied for her share in her mother's estate, according to the document thereof, dated March 4, 1664,[1] the testator, upon his arrival in Holland with God's help, shall set aside and settle upon his three minor children, likewise procreated by the aforesaid Geertje Brants, namely, Gerrit Goosense, who is at present in Holland, aged 18 years, Sybrant, aged 15 years, and Anthony Goosense, aged

[1] See *Early Records of Albany*, 3:269–70.

13 years, on each for their legitimate, heriditary portion, the sum of fifteen hundred Carolus guilders, amounting together to four thousand five hundred guilders, which they are to receive, [15] each, as aforesaid, as far as his portion is concerned, when they shall have attained their majority or have entered the married state, the testators annulling and making void hereby all further provisions in the aforesaid marriage articles. Coming now to the disposal of the property to be left behind by them, they, the testators, have appointed and instituted, as they appoint and institute hereby, as their sole and universal heir, reciprocally and mutually, the survivor of them both, and this in regard to all the property, personal and real, claims, credits, money, gold, silver, coined or uncoined, jewelry, clothing, woolens, linen, household effects, etc., nothing in the world excepted or reserved, whether here in this country, in Holland, or elsewhere, wherever they may be found, which he or she of the two testators who dies first shall vacate and leave behind at his or her death, to dispose thereof as the survivor might do with his or her own free property, without interference or contradiction by any one; with the exception, however, of this express restriction and condition that the survivor of the two shall be held properly to support, rear and bring up the aforesaid three minor children of the first marriage, together with the children whom they have procreated together during their marriage, namely, Gerritie,[1] aged about eleven years, Engeltie, aged nine years, Livinus, aged about seven years, Cornelis, aged about five years, Margarytie, aged about three years, and Barendt Goossense, aged one half year, alone or with the child or children whom God Almighty may still grant them during their marriage; to train the same in all godliness and to have them taught reading and writing and an art or trade whereby

[1] She married Commander Andreas Draeyer, with whom, after his retirement from the Dutch service, she went to Copenhagen. After her husband's death, she returned to New York, where on March 2, 1699, she and her son, Capt. Andreas Draeyer, joined the Dutch Reformed Church. The latter returned to Denmark on April 29, 1700. *N. Y. Gen. and Biogr. Record*, 1928, 59:163.

in time they may honorably earn their livelihood, and further to do as good and pious parents are bound to do and they mutually trust each other to do according to their bounden duty and power. And when the aforesaid child or children shall arrive at full [16] age or with the consent of the survivor enter the marriage state, the survivor shall be held to turn over to the said child or children, in lieu of and for each one's legitimate portion of their deceased father's or mother's estate to which they are entitled by law, so much as the survivor in his or her opinion and conscience shall deem proper, and this for the reason that they, the testators, for the present can not make any definite statement or inventory of the property; hereby instituting therein their aforesaid children and also the above mentioned Gerritie Goosense, who is married, and not wishing that the survivor of the two of them shall be called upon by or on behalf of the said children to furnish any statement or inventory of the estate, upon any pretext whatsoever. But if the survivor should marry again, he or she shall be held to divide, partition and distribute the entire estate, namely, one just half for the benefit of the aforesaid children, each to have his legitimate portion thereof, and the other half for the benefit of the survivor, in which case the survivor shall be held to render a true statement and inventory of the aforesaid entire estate, it being sufficient for him or her, when required, to confirm the same by oath, without being bound further in any way. It is also provided that the survivor shall draw and receive the annual interest of the children's capital during their minority for their maintenance and support and that in case of the death of one or more of the aforesaid children during their minority, their legitimate portion shall remain for the benefit of the survivor of the testators. As security for all that hereinbefore has been settled upon and bequeathed to the children of the first and second marriages are bound the houses, lots and lands which they, the testators, have here in this country, with this understanding, however, that if (contrary to the hope of the testators) it be necessary for the survivor to use the same as well [17] as their other property, and to dispose thereof for

his or her support, depending upon the condition of their estate and effects in Holland, they shall make a further explanation and statement in the matter and specify the amount of the legitimate portion for the benefit of the aforesaid children, the other provisions hereinbefore made remaining meanwhile intact. Finally, the testators exclude and shut out herefrom the honorable orphanmasters and all other persons, here in this place or wherever the decedent's residence may happen to be (saving their honors' dignity and respect), not being willing that the same shall meddle with the supervision and administration of the aforesaid children and their property, but appointing in their stead as guardian over the same the survivor of the two, with power to solicit and appoint one or more persons to be co-guardian, and this for good reasons their respective minds hereunto moving. All that is hereinbefore written, the testators aforesaid declare to be their ultimate last will and testament, desiring that after the death of whoever of them shall die first it may have its full force and effect, whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as shall seem most suitable, even though some formalities required by law or usage should have been omitted, neglected or not inserted or observed herein, requesting that before all lords, courts and judges, wherever the decedent's residence may be, the utmost benefit of this their last will may be received, and that by me, the secretary, may be made and delivered hereof one or more authentic instruments to be used as occasion may require. *Actum* at Albany, in America, $\frac{\text{July } 25}{\text{Aug. } 6}$ XVI^{c} and sixty-eight, at 10 o'clock in the morning, at the house of the testators, in the presence of the honorable fellow commissaries, Phillip Pieterse Schuyler and Richard van Renseler, as witnesses hereto invited. Was signed: Goose Gerritse, Anna Lievens, and the commissaries, Ph. Schuyler and Rich. v. Renseler, and before me, D. V. Schelluyne, secretary. Underneath was written: Agrees with the original in the protocol. By me, D. V. Schelluyne, secretary, 1668.

[18] Below was written: After collation this is found to agree with the principal copy, in Albany, in America, this 4th of Nov. 1675.

Quod attestor,
Adriaen van Elpendam, Notary Public

Recorded this 15th day of February, 1675/6

Extraordinary session held in Albany, February 22, 1675/6

Present:

Capt. Anthº. Brockholes
Adriaen Gerritse
Richard Prittie
Marte Gerritse
Pieter Winne
Mr Siston, sheriff

Ordinance

The honorable commander, Capt. Anthony Brockholes, and the honorable commissaries of Albany, etc., hereby expressly order all inhabitants of the jurisdiction of Albany to remove their fire wood, as well as cooper's lumber, etc., from the streets within the space of 4 days after the publication hereof, this being very necessary at this juncture of time. Every one is to govern himself accordingly, without hereafter pretending any ignorance hereof, under penalty of forfeiting 50 gl. in seawan for violating the same, for which the sheriff is ordered to watch out sharply. Thus done at the session of their honors in Albany, this 22d day of February 1675/6.

Was signed:
Anthº. Brockholes

By order of the same,
Ro. Livingston, Secretary

[19] By the Governor

Upon complaint and request of the Indian sachems and the advice of the magistrates I hereby command and inform all the inhabitants that for the space of one month they must neither give nor sell any liquor to the Indians either within or without this

place, under the penalty of forfeiting all such liquor as they may have, of having the privilege of trading with and selling liquor to the Indians taken away from them for the period of six months, and of such other punishment as the case may require. Therefore, every one is hereby warned to guard himself against loss. Given under my hand, in Albany, the 5th of March 1675/6.

Was signed:

E. Andross

[20] By the Governor

Whereas recently an order was issued prohibiting the transportation of grain, this serves to inform all persons that they may freely transport their grain to any part of the government. Given under my hand at Albany, this 6th of March 1675/6.

Was signed:

W. Andross

Ordinary session held in Albany, March 14, 1675/6

Present:

Major Ab^{m}. Staas
Capt. Phil. Schuyler
Adriaen Gerritse
Rich. Prittie
Marte Gerritse
P^{r}. Winne.
Michell Siston, sheriff

Ro. Livingston, attorney for P^{r}. Meuse, plaintiff, against Jan Martense, defendant.

The plaintiff demands of the defendant 105 schepels of wheat, according to a bond dated April 6, 1675; also 3 schepels of wheat and 10 gl. in seawan for goods delivered.

The defendant's wife, appearing, admits the debt and requests time.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the contents of the bond as well as the 3 schepels of wheat and 10 gl. in seawan without delay, *cum expensis*.

[21] Frans Pieterse, plaintiff, against Dirkje Harmense, defendant.

The plaintiff demands of the defendant fl. 55:16:— in seawan.

The defendant denies the debt.

The plaintiff asks that she show her book to their honors, which she does, swearing moreover that she is not indebted in the above amount.

The honorable court dismiss the plaintiff's suit and condemn him to pay the costs.

Jan Janse Ouderkerck, plaintiff, against Pieter Bozee,[1] defendant, who is absent.

The plaintiff says that he has attached 2 beavers of the defendant in the hands of Maerte Gerritse, having last winter made an agreement with the defendant about fodder. He requests that the attachment may be declared valid.

The honorable court: *fiat.*

Juriaen Teunise, plaintiff, against Jacob Janse Flodder, defendant.

The plaintiff hands in an agreement made by him with the defendant on July 15, 1675, regarding the delivery of a young negro boy, which the defendant has failed and refuses to carry out, according to the agreement.

The honorable court order the defendant to pay the money or to comply with the agreement within the space of 14 days, *cum expensis.*

Rob. Hambleton, plaintiff, against Jacob Janse Flodder, defendant.

[22] The plaintiff demands of the defendant 240 boards according to the account of goods delivered.

The defendant says that he delivered to him 278 boards, but admits that he still owes him some boards on Volkert's account.

The honorable court condemn the defendant to pay the plaintiff according to proper account within the space of 14 days, *cum expensis.*

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[1] Pierre Bosie, a Frenchman.

Christopher Skaif, plaintiff, against Jacob Abrahamse, defendant.

The plaintiff demands of the defendant 10 schepels of wheat.

Default of the defendant.

The honorable court declare the defendant in default and barred from all exceptions, defense and excuses and therefore condemn him to pay the 10 schepels to the plaintiff within the space of 14 days, *cum expensis.*

Nehemiah Pears, plaintiff, against Harme Bastiaense, defendant.

The plaintiff demands on behalf of Mr Wilson 100 boards.

Default of the defendant.

The honorable court condemn the defendant to pay the 100 boards demanded to the plaintiff within the space of 14 days, *cum expensis.*

Idem, against Jan Conell, defendant.

The plaintiff demands of the defendant payment for 15 quarts of wine and 2 wine casks, saying that the defendant tapped the said wine without his order.

The defendant denies that he has done so without order, but says that he bought a quantity of wine from the plaintiff and that they were then merry together.

[23] The honorable court, having heard the parties on both sides, order the defendant to satisfy the plaintiff for one half of the wine and to deliver the 2 casks, wherewith the plaintiff is satisfied. The parties are ordered to pay each one half of the costs.

Harme Bastiaense, plaintiff, against Jan Martense, defendant.

The plaintiff demands of the defendant 19 beavers, to wit, 16 beavers for building a barn and 3 beavers for cutting brush.

The defendant's wife, appearing in court, denies that she owes the 3 beavers, saying that she satisfied the plaintiff for them, but admits that she owes 16 beavers and offers the plaintiff the choice of three cows and two heifers in payment thereof, with which he is satisfied.

The honorable court order the defendant to produce proof that she paid for the brush cutting. *Cum expensis.*

Claes Janse Stavast, plaintiff, against Wm. Rees, defendant.

The plaintiff demands of the defendant 14 schepels of wheat.

The defendant's wife, appearing in court, admits the debt and requests time, offering cattle in payment.

The honorable court order the defendant to pay the 14 schepels of wheat demanded to the plaintiff within the space of three weeks, *cum expensis.*

Jan Spoor, plaintiff, against Jacob Janse Flodder, defendant.

[24] The plaintiff demands of the defendant restitution of one cow and one heifer which he has boarded for the plaintiff for one half of the increase. Also payment for 8 days' mowing.

The defendant answers that he [the plaintiff] has let the two animals run around, for which reason he has again taken possession of them.

The honorable court, having heard the parties on both sides, order the defendant to restore the two animals, or to satisfy the plaintiff for them. As to the 8 days' working, the parties are ordered to settle with each other and to pay each other according to proper account. The defendant is condemned to pay the costs of the suit.

Mr Richard Prittie, plaintiff, against Jan Martense, defendant.

The plaintiff demands of the defendant 25 schepels of wheat according to account.

The wife of the defendant, appearing, says that she does not owe more than 10 schepels, on which she paid 6 guilders in seawan, since she paid a certain sum to the plaintiff at 5 schepels per beaver which he counts only at 4½ schepels per beaver, having been paid at a time when the beaver was worth 5 schepels.

The honorable court, having heard the parties on both sides, order the defendant to pay the plaintiff 15½ schepels of wheat within the space of 14 days, *cum expensis.*

Jan van Ness, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant 48 guilders in beavers, 10 guilders in seawan, and 60 boards for rent of land, feeding of hogs, etc.

The defendant answers that he never ordered the plaintiff to feed the two hogs.

The plaintiff takes the oath that the defendant promised to satisfy him for the feeding of the two hogs.

[25] The honorable court order the defendant to satisfy the plaintiff according to true account within the space of 14 days, *cum expensis.*

Mr Richard Prittie, plaintiff, against Dirk de Sweedt,[1] defendant.

The plaintiff demands of the defendant 15 schepels of wheat for goods delivered, as shown by the accounts.

The defendant's wife, appearing, denies that she received two shirts which he charged in the account.

The plaintiff takes the oath that the above sum is justly owing to him.

The honorable court condemn the defendant to pay the above mentioned 15 schepels of wheat within the space of 14 days, *cum expensis.*

Mr Richard Prittie requests permission of the honorable court to levy the moneys of Richard Frizer in the hands of Volkie Pieterse, which are due to him.

The honorable court, having considered the matter, order that Mr Jan Becker is to receive first the 6 beavers which are due to him and that Pieter Meusen is to pay the remaining beavers of the aforesaid Frizer to Mr Prittie.

[26] Ordinary session held in Albany, April 4, 1676

Presentibus omnibus

Jan Conell, plaintiff, against Gerrit Theunise, defendant.

The plaintiff demands of the defendant fl. 115:—, 3 beavers and 3 schepels of wheat.

The defendant admits the debt, but hands in a judgment dated January 4, 1675/6, whereby the plaintiff is condemned to pay one-half the price of a horse, valued at 200 guilders in seawan.

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[1] Dirk, the Swede.

The plaintiff answers that he paid 100 guilders in seawan, on account of the defendant, to James Penniman.

The defendant, replying, says that he has given the plaintiff no order to do so.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the aforesaid sums, with the cost of the proceedings, deducting 100 guilders in seawan, together with one-half of the costs thereof, reserving the plaintiff's action against James Penniman.

Ro. Hammilton, plaintiff, against Volkert Janse, defendant.

The plaintiff demands of the defendant 153 boards according to his account.

The defendant says that he paid 157 boards through Flodder, which he proves by Jan Conell.

The honorable court condemn Jacob Flodder to satisfy the plaintiff immediately, according to valid account, because he has deceived the honorable court by saying that he paid the boards in settlement of his own account, the contrary of which has proved to be the case. *Cum expensis.*

[27] Tryn Claes, plaintiff, against Albert Cato, defendant.

The plaintiff demands of the defendant 9 schepels of wheat by balance of account for a coat.

The defendant denies the debt and says that according to agreement he could satisfy her with 6 beavers which he has sent to her.

The honorable court, having heard the parties on both sides, condemn the plaintiff to pay the defendant 3 schepels of wheat, *cum expensis.*

Pieter Meuse, plaintiff, against Elizabeth Rinckhout, defendant.

The plaintiff demands of the defendant 22 schepels of wheat, and 8 guilders in seawan.

Default of the defendant.

The honorable court declare the defendant in default and debarred from all exceptions, defences and excuses and there-

fore condemn her to pay the plaintiff the sums demanded, *cum expensis.*

Idem, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant 50 boards and 10 boards for hauling 150 boards.

The defendant announces through Parker that he admits owing the 50 boards, requesting at the same time some delay of payment.

The honorable court condemn the defendant to pay the plaintiff the 60 boards demanded, *cum expensis.*

Harme Janse, plaintiff, against Andries Hanse, defendant.

The plaintiff demands of the defendant 3 beavers, less one schepel of wheat, for rent of a piece of land.

[28] The defendant says that the plaintiff used the land before the time had expired.

The honorable court condemn the plaintiff to pay the defendant the 3 beavers, less 1 schepel of wheat, when the term of the lease shall have expired. *Cum expensis.*

Idem, plaintiff, against Abraham Stevense, defendant.

The plaintiff demands of the defendant 3 beavers for rent of land, to be paid in wheat.

The defendant says that the term of the lease has not yet expired.

The honorable court condemn the defendant to pay the plaintiff the 3 beavers when the lease shall have expired, *cum expensis.*

Maritie Jacobs, plaintiff, against Roeloff Carstense, defendant.

The plaintiff demands reparation of honor because the defendant called Jacob Claese a horned beast and her a whore.

The defendant hands in an affidavit concerning the matter, of which the plaintiff demands a copy.

The honorable court: *fiat copia.*

Jan Becker, plaintiff, against Volkje van Hoese, defendant.

The plaintiff demands of the defendant one-half mudde of wheat by balance of account.

Default of the defendant.

The honorable court condemn the defendant to pay the plain-

tiff the 2 schepels of wheat demanded within the space of 14 days, *cum expensis.*

Samson Bensing, plaintiff, against Albert Jacobse, defendant.

The plaintiff demands six weeks' wages for feeding 3 cows.

[29] The defendant answers that the plaintiff left them standing when he fled.

The honorable court condemn the defendant to pay the plaintiff in proportion to the time that he fed the cattle.

Ro. Livingston, attorney for Fred. Phillpse, plaintiff, against Jurian Teunise, defendant.

The plaintiff demands of the defendant 200 schepels of wheat according to his bond and 23 beavers.

Ludovicus Cobes, attorney for the defendant, requests time until word comes from the Esopus from his nephew.

The honorable court condemn the defendant to pay the plaintiff the 200 schepels of wheat and the 23 beavers within the space of three weeks on pain of execution.

Claes Janse Stavast, plaintiff, against Marcelis Janse, defendant.

The plaintiff demands of the defendant 76 guilders of seawan by balance of account.

The wife of the defendant, appearing, says that she has received no account thereof.

The honorable court condemn the defendant to pay the plaintiff according to valid account within the space of 3 weeks. *Cum expensis.*

Albert Janse Ryckman, plaintiff, against Cornelis Teunise, defendant.

The plaintiff demands of the defendant 3½ beavers according to settlement of accounts.

The defendant answers that his wife paid 6 schepels of wheat on account.

The plaintiff replies that he has no knowledge thereof, and defers the oath to the wife of the defendant.

The honorable court put the matter over until the next court day, until which time all parties can think the matter over.

[30] Geertruyt Barendtse, plaintiff, against Dowe Jillisse Fonda, defendant.

The plaintiff requests, by way of complaint, that the defendant may be ordered to fence his land at Lubberden Landt, as she is suffering great damage from his not doing so.

The defendant answers that he will build a fence as far as his land extends.

The honorable court order the parties each to fence one-half of the land, and condemn the defendant to pay the cost of the proceedings.

Richard Prittie, plaintiff, against Jan Becker, defendant.

The plaintiff says that he has caused three beavers of Capt. Backer, in the hands of Pieter Meusen, to be attached and requests permission to levy the same.

Jan Becker, attorney for Capt. Backer, shows a judgment of the year 1674, whereby Lawrence van Ale is given the right of preference [over other creditors].

The honorable court nonsuit the plaintiff and condemn him to pay the cost of the proceedings.

Pieter Winne, plaintiff, against Volkert Janse, defendant.

Case according to preceding minutes.

The plaintiff requests that one-half the island called Constaple's Island may be conveyed to him according to the contract of sale and that the lease [1] which the defendant and Spitsenbergen made with Marte Cornelise may be annulled, inasmuch as it is stated in the bill of sale that the defendant was to deliver the aforesaid island on the first of September last past, which he has failed to do, so that the plaintiff can not see that he had power to make any contract without his knowledge.

[31] The defendant answers that the plaintiff has nothing to do with the lease.

The honorable court having heard the parties on both sides and after mature deliberation carefully considered everything, order the defendant to deliver the aforesaid island to the pur-

[1] Dated Dec. 27, 1675. *Early Records of Albany*, 3:435–36.

chasers immediately, free and unencumbered, according to the contract of sale.

As to the lease of the aforesaid island, Volkert, aforesaid, Spitsenbergen, and Marte Cornelise, are ordered to take an oath on the next court day and to declare how and in what manner the aforesaid island was leased before the date of the sale.

Marte Crigier, appearing, requests permission to attach the 32½ beavers in the hands of Capt. Schuyler, belonging to Mons[r]. Beyerd,[1] attorney for Governor Colve.

The honorable court: *fiat.*

Michel Siston, sheriff, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant a fine, having taken away three guns from the Indians.

The defendant denies this expressly and requests that a squaw, Correlaer's daughter, may appear personally to be heard.

The honorable court order the defendant to have the squaw appear personally on the next court day to purge himself.

Idem, plaintiff, against Nehemiah Pearse, defendant.

The plaintiff demands a fine of the defendant for having stated to Ger[rit] Teunise that if he should happen to send Indians to the commissaries, they would receive plenty of powder, namely, when the Northern Indians were here in this place, saying that Ro. Sanders heard him say so.

The honorable court adjourn the case until the next court day in order to hear and examine R. Sand[ers] at that time.

[32] The higher and lower officers are hereby notified that hereafter they are not to meddle in the least with any warrant which their honors may issue to the constables, this being a matter which does not concern the militia in any sense. Everyone is to regulate himself accordingly.

Arnout Cornelise and Ludovicus Cobes, appearing, request restitution of the bond of £200 sterling given to the sheriff by Jan Bruyn, as he himself has now arrived.

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[1] Probably Nicholas Bayard, who was secretary under Governor Anthony Colve.

The honorable court order the delivery of the bond.

Jan Bruyn delivers an answer to the confession of Huybertje Marcelis, saying that it is a false confession, and requests that she may be ordered to appear personally to justify herself.

The honorable court adjourn the matter until next Friday, being the 7th of April, 1676.

Domine Nicholaus van Renselaer, appearing in court, presents a commission from Jan Baptist van Renselaer, from Holland, whereby he is provisionally appointed director of the colony of Renselaerswyck, and requests that the same may be recorded, having been approved by the right honorable governor general.

The honorable court: *fiat.*

Symon Schoute, appearing, requests permission to attach the moneys of Wynant Gerritse in the hands of Mr Prittie, already due or still to be due, amounting to the sum of 5 beavers.

The honorable court: *fiat.*

[33] Dirk Wessells, constable, and Jacob Janse Schermerhooren are hereby ordered and authorized, upon receipt hereof, to go with Cornelis Dyckman to take an inventory of the effects of Maria Dyckmans, deceased,[1] and to report the same to the court.

Christopher Skaife, Frank Hardick, Cornelis van der Hoeven, Jan de Brower and Wouter de Backer [2] are hereby chosen and

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[1] Maria Cornelis Bosyn, the second wife of Johannes Dyckman, the former commissary of Fort Orange, who became insane in 1655 and who died in September 1672, after having been for several years the recipient of alms. See Deacons' accounts, in Munsell's *Collections*, 1:35. On July 3/13, 1668, while her husband was still living, but insane, she gave a power of attorney to Gerrit van Slichtenhorst, about to go to Holland, to collect from Jan de Grabber, master goldsmith at Amsterdam, the brother of Marya Grabber, the first wife of Johannes Dyckman, five years' interest, amounting to fl. 48:7 a year, on a sum of money willed by said Marya Grabber to her s on Joris Dyckman. (Power of attorney executed before Dirck van Schelluyne, among the Livingston papers in the New York Historical Society).

[2] Wouter Albertsen van den Uythoff, baker.

appointed as carmen, to hold themselves at all times in readiness to serve and to accommodate all persons in need of their services and whoever of them shall not do so shall be discharged and another shall be appointed in his place.

Mr Gerrit Swardt, Jan Becker and Arian Appell are hereby chosen and appointed schoolmasters of this place to the exclusion of all others.

The honorable court hereby order and authorize the sheriff, Mr Siston, immediately and without delay to levy by execution the arrears of taxes and of the 300th penny at the expense of the persons who are in arrears.

[34] By order and authority of the Right Honorable E. Andross, governor general of all his Royal Highness' territories in America:

Upon the complaint and at the request of the Indian sachems and the advice of the magistrates, his honor hereby notifies all inhabitants, both within and without this place, that they are neither to give nor to sell any strong liquor to the Indians for the space of two months, under penalty of forfeiture of all such strong liquor as they shall have in their possession and of being deprived of the privilege of trading and selling strong liquor to the Indians for the period of six months next ensuing, and of such further punishment as the case may require. Every one is warned hereby to guard himself against loss. In Albany, the 5th of April 1676.

Extraordinary session held in Albany, April 7, 1676

Presentibus omnibus

Jan Heyndrick Bruyns, plaintiff, against Huybertje Marcelis, defendant.

[35] The plaintiff presents an answer to the defendant's affidavit and declaration, saying as to the first point that it is false and untrue that he went to her in her sleep and a still more ungodly allegation and fiction that she cried.

Secondly, that it is likewise untrue and a villainous lie to state

that the plaintiff offered to give her something which she, the defendant, would sooner throw into the fire.

Thirdly, as to her pregnancy, the plaintiff says that it is not true that she notified him thereof, but that of a morning, while the plaintiff lay abed, she came in by the back door, whereupon he said to her in substance: "Girl, I have heard it said that you are with child." To which she answered: "Wishy-washy, Slichtenhorst's wife has lately, at the well, accused me of that too, but I almost told her that she might better look after her own children." The plaintiff then said: "Nevertheless, the people say that you are getting very stout." To which the defendant answered: "Wishy-washy, last year I was just as stout for at least seven weeks," [adding however] that there was something wrong, as she did not have her monthly courses. To which the plaintiff said: "There is a remedy for that." Offering and being ready at all times to confirm this statement by solemn oath.

The defendant, replying, says that the plaintiff never offered to give her anything, but that the rest of her confession is true and truthful, denying most expressly that after three months' pregnancy she went to the plaintiff and told him that there was something wrong with her, stating that it is true that the plaintiff came to her.

The honorable court ask the plaintiff whether he denies ever having had any carnal conversation with the defendant. He answers, No, that he can not deny it.

Again, the honorable court ask the plaintiff whether he will marry the defendant, to which he answers, No.

[36] Thereupon the law of fornication was read, namely: "If any one commits fornication with an unmarried woman, they shall both be punished by being joined in marriage, or both or either of them, at the discretion of the court, shall be fined or subjected to punishment." [1]

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[1] See the Duke's Laws, N. Y. Col. Laws, 1:85.

The plaintiff answers that he leaves the question of the fine to the commissaries, requesting that the matter may be settled once for all, so that he will not be troubled with it from one year into the other.

The defendant, being informed that since no promises were made the plaintiff does not intend to marry her, answers that she likewise leaves the matter to the court, with the request that the plaintiff may restore her to honor and if he is not willing to do so for her sake that he may do so for the sake of the poor child.

The honorable court, having heard the parties on both sides and deliberated upon the case, find it a matter of no small consequence to seduce a young girl in one's own house, the more so as there is no proof that she overstepped the bounds of propriety. They likewise find from the deposition of the six honorable women that he alone has had carnal conversation with her, according to her confession dated December 19, 1675. As the plaintiff does not deny that he has had carnal conversation with her but, because no promises were made, refuses to marry her, the honorable court therefore order the plaintiff to marry the defendant or, in default thereof, once for all to pay her the sum of one thousand guilders in beavers, or in seawan at beavers' price. It is further ordered that all former judgments pronounced in the matter shall have their full force and effect and herewith both parties shall rest content. Furthermore, the plaintiff is condemned to pay the costs of the whole proceedings.

[37] Jan Hendrick Bruyns, plaintiff against Marcelis Janse, defendant.

The plaintiff, by way of complaint, requests reparation of honor, because the defendant in his absence called him a murderer at the funeral of Elmer Otte, proving the same by testimony of Jan Becker and Claes Janse Stavast.

The defendant denies that he said that, but says that from the deposition of the six women it appears that the plaintiff offered to give the defendant's daughter something to take, in which case the plaintiff was a murderer.

The honorable court order the defendant to prove on the next court day that he spoke thus on that subject.

Ordinance

The honorable commissaries of Albany, Renselaerswyck, Schaenhechtady and places adjacent thereto, in the name and on behalf of the Right Honorable Governor General Andross, hereby advise and notify all citizens and inhabitants that no one, be his capacity what it may, may directly or indirectly carry on or conduct any trade or barter with the Indians outside the gates of the city of Albany, with the exception only of meat and drink for their or our accommodation, under penalty of forfeiture of all such goods as they shall trade and 100 guilders in seawan. To which end the sheriff is ordered and commanded to keep close watch and to mulct the offenders without any mercy, favor, or connivance. Thus done at the session of the honorable court, the 7th of April 1676.

[38] Ordinary session held in Albany, May 2, 1676.

Present:

Capt. Phil. Schuyler
Adriaen Gerritse
Rich. Prittie
Marte Gerritse
P^r^. Winne
Mr Siston, sheriff

Jan Cornelise, plaintiff, against Jacob Janse Flodder, defendant.

The plaintiff demands of the defendant fl.280:16 in beavers for 108 working days which he worked last year and also [for board for] other working days and various claims, according to his account.

The defendant answers that the plaintiff has not worked so many days. Also, that when the contract was made, he did not stipulate that he was to have board during the year, whether he worked or not.

Jan Spoor, appearing in court, says that he was present when the contract between the plaintiff and the defendant was made and that he heard the plaintiff stipulate board for the entire year when he was put to work, which he confirms by oath. The plaintiff also swears that he has worked 108 days, at 5 days for one beaver, amounting to fl.172:16 in beavers.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff· the above mentioned sum of fl.172:16, beavers' value, in beavers or boards at beavers' price, according to his oath, within the space of 14 days, *cum expensis.* As to the millstones and other claims presented by the plaintiff, he is ordered to bring further proof of the matter.

Claes Janse Stavast, plaintiff, against Jacob Janse Flodder, defendant.

The plaintiff demands of the defendant 25 schepels of wheat and 71 gl. and 18 st. in seawan, according to his account.

The defendant answers and says that he agreed to pay 250 boards.

The plaintiff, in reply, declares that the defendant failed to carry out the contract.

[39] The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff according to the first agreement, to wit, 25 schepels of wheat and 71 gl. [18 st.] in seawan, *cum expensis.*

Simon Schoute, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant 5 beavers and 25 boards for wages earned by him and says that by order of their honors he has attached some moneys in the hands of Mr Pritty, belonging to the defendant.

The defendant answers that there is due to the plaintiff for wages not more than 104 boards, 12 stivers and 8 pence in seawan and that there are no beavers due to him, but boards, at 20 boards to the beaver, which he confirms by oath.

The honorable court, having heard the parties on both sides, condemn the defendant to pay to the plaintiff 104 boards, 12 st. and 8 p. in seawan within the space of 14 days, *cum expensis,*

the attachment of moneys in the hands of Monsr. Pritty to be effective until payment is made.

Ro. Livingston, attorney for Commander Knapton,[1] plaintiff, against Lambert van Valkenburgh, defendant.

The plaintiff demands of the defendant 12 guilders in beavers for pasturing his cow during the past year.

The defendant denies the debt.

The honorable court condemn the defendant to pay the above mentioned sum of 12 gl. to the plaintiff within the space of 14 days, *cum expensis.*

The plaintiff, against Dirck Hesseling, defendant.

The plaintiff demands of the defendant 16 gl. in beavers for having pastured his horse last summer in the pasture behind the fort.

Default of the defendant.

[40] The honorable court condemn the defendant to pay the said sum of 16 gl. to the plaintiff within the space of 14 days, *cum expensis.*

Wm. Loveridge, plaintiff, against Jacob Abrahamse, defendant.

The plaintiff demands of the defendant 2 beavers and 33 gl. in seawan for goods received according to account.

The defendant admits the debt.

The honorable court condemn the defendant to pay the 2 beavers and 33 gl. in seawan to the plaintiff within the space of 14 days, *cum expensis.*

Samuell Messie, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant 54 gl. 16 st. in seawan, book debt.

Default of the defendant.

The honorable court condemn the defendant to pay the 54 gl. 16 st. in seawan to the plaintiff within the space of 14 days, *cum expensis.*

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[1] Caesar Knapton. He was commissioned ensign in Major Andros' Company, July 2, 1674. *Doc. rel to Col. Hist. N. Y.*, 3:221.

Teunis de Metselaer,[1] plaintiff, against Paulus Martense, defendant.

The plaintiff demands of the defendant 44 beavers for payments due on a house sold to the defendant, or [permission] to sell the house again at the expense of the defendant.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the said 44 beavers to the plaintiff with costs, but if the defendant now fails to pay, the plaintiff is authorized to attach the aforesaid house and to sell it at the expense of the defendant, judgment being given against him.

Capt. Gerrit van Slichtenhorst, plaintiff, against Tierck Harmanse, defendant.

[41] The plaintiff demands of the defendant 8½ beavers according to account, on which he has paid 7 gl. in beavers and 17 old boards.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, condemn the defendant to pay to the plaintiff the first payment, being 4¼ beavers, in good beavers, deducting the 7 gl. and the 17 old boards, to be valued by impartial persons who have seen them, and the second payment, also of 4¼ beavers, in boards, at the market price, *cum expensis.*

Albert Jansen Ryckman, plaintiff, against Cornelis Teunise, defendant.

Case according to preceding minutes.

The plaintiff persists in his previous demand of 3½ beavers.

The defendant is absent.

The honorable court condemn the defendant to pay the 3½ beavers to the plaintiff within the space of 14 days, *cum expensis.*

Marritie Jacobse, plaintiff, against Rouloff Carstense, defendant.

Case according to preceding minutes.

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[1] Teunis Teunissen, the Mason. See his will, dated Aug. 7, 1685, in *Early Records of Albany,* 4:117–19.

The plaintiff hands in her confession made in the pangs of childbirth, stating that Jacob Claese is the father of the child, according to the confession dated February 13, 1675/6.

The defendant presents four affidavits regarding the matter, to wit, two by Matthys Hooghteling and Jurian Callier and two by Jacobus van Vorst and Pieter Winne, Jun., three of which are sworn to, declaring that Roeloff spent several whole nights with the aforesaid Marritye in the attic and that they lay on top of each other in the cook house of Marte Gerritse. Also that she said to Rouloff: "I am with child." And various other familiar actions unbecoming unmarried people, as appears more at length from the affidavits.

The defendant requests copies of the last two affidavits to make answer thereto on the next court day.

The honorable court: *fiat copia.*

[42] Whereas on the 7th of April last an action of slander was commenced by Mr Bruyn against Marcelis Janse, the said Marcelis having called Mr Bruyn, in his absence, a murderer, which he admits having said from ignorance, the action is hereby abandoned. In my presence, Ro. Livingston.

Mr Siston, sheriff, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands a fine from the defendant for having sold wine to the Indians at Catskill, proving by an affidavit of Elsie Jurians that he had obtained liquor there.

The defendant admits that he gave a keg containing 4 gallons (*kan*) to the savages at Catskill, the Indians having given him a piece of land, but saying that it was before the trouble.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff a fine of 25 guilders in seawan, *cum expensis.*

Idem, against the Hollander.

The plaintiff demands of the defendant a fine of two beavers, agreed upon with the defendant in the presence of Gab. Thomson, for desecrating the Sabbath.

Default of the defendant.

The honorable court condemn the defendant to pay the plain-

tiff the sum of two beavers, with costs, within the space of 14 days.

Idem, against Lawrence, the cowherder.

The plaintiff demands of the defendant a fine of 100 guilders in seawan, according to the ordinance, for having drawn a knife on Jacob Staets and Reynier Schaets, threatening to cut them in the face, and also for having gone into the house to fetch a gun and threatened to shoot them.

The defendant answers that they put their stakes in the river too close to his and thereby took the bread out of his mouth, this being the occupation [43] whereby he supports himself.

The honorable court, having duly considered the matter, find that it is a great insolence which the defendant committed against the aforesaid men, the use of the river being as free to them as it is to him. They therefore condemn him to pay a fine of 50 guilders in seawan, with costs, to the sheriff, warning him not to do so again.

Idem, against Jan Conell, defendant.

The plaintiff presents an affidavit of three trustworthy men that the defendant, on the 19th of April last passed, greatly affronted the plaintiff in the house of Storm van der Zee, where an auction sale was being held. Yea, made such a great disturbance by swearing, etc., that the vendue-master was prevented from performing the duties of his office.

The defendant leaves the matter to the decision of the court.

The honorable court, having taken the matter into consideration, find that it is a matter of no small consequence to insult an officer in the exercise of his functions and therefore condemn the defendant to pay the sum of 4 beavers to the insulted party, *cum expensis.*

Idem, against Hend. Coster, defendant.

The plaintiff demands a fine according to the ordinance, on account of the defendant's having fought with Joh. Wendell.

Default of the defendant.

The honorable court condemn the defendant to pay the plain-

tiff a fine of 25 guilders of seawan within the space of 14 days, *cum expensis.*

Idem, against Capt. Volkert Janse, Gerrit Teunise and Dirkje Weevers.[1]

The plaintiff demands expenses incurred in collecting the taxes, having been out with the secretary and the court messenger to collect the same, the first two refusing nevertheless to pay one beaver, and the last named person one and one-half beavers.

The honorable court, having considered the matter [44] condemn Volk[t]. Janse and Gerrit Teunise to pay one beaver and costs, and Dirkje Weevers one and one-half beavers, immediately, without delay, on pain of execution, and warn them hereafter to be more punctual in paying. *Cum expensis.*

Geertruyt Vosburgh, appearing in court, complains that Sheriff Siston levied a tax which she owed by execution, saying that she had not been warned, and requests restitution of the wheat, the taxes levied amounting to 6 schepels in beavers.

Wm. Parker, court messenger, declares that he warned her several times, both here and at Kinderhoek.

The honorable court dismiss her complaint and approve what he did, it having been done by order of the governor. She is warned also another time to be more punctual in paying.

Mr Siston, sheriff, against Anth[o]. Lespinard, defendant.

The plaintiff presents the confession of Mr Wm. Teller's negress, called Mary, in which she charges the defendant with being the father of the child which she now has, but the confession was not made while she was in the throes of childbirth, there being two affidavits, to wit, of the midwife and another person, who declare that the labor was so strong and proceeded so rapidly that no one had time or opportunity to question her.

The defendant requests copies of the documents to answer on the next court day.

Jans Gerritse van Marken, plaintiff, against the commissaries of Schaenhechtady, defendants.

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[1] Dirkje, the wife of Jan Martensen, the weaver.

[45] The plaintiff appeals from the court of Shinnechtady regarding a lot which the commissaries refused to let him have, also regarding some claims for services during the year. The defendants send a letter in which they claim ignorance of the aforesaid lot and therefore request that they may be excused for not sending any delegates to answer the complaint and that the action may be suspended until the next general court when it will be most convenient to them.

The honorable court adjourn the matter until the next general court, "since we are informed that one of your honorable commissaries, namely Sweer Teunise, (whom the plaintiff names as the defendant) is a perjurer," which the plaintiff declares as follows:

Jans Gerritse van Marken declares in the presence of all the members of the court that Sweer Theunise, now ruling commissary at Shinnechtady, took a false oath, as will appear from the minutes, namely that the said Sweer swore that van Marken said that Harme Vedder pronounced a false sentence, which is an absolutely false statement made by the said Sweer and he requests that this may be recorded here.

Whereas the court here is in duty bound to uphold the respect of the court there, the honorable commissaries are hereby warned not to let the aforesaid Sweer occupy his place on the bench until he has purged himself of the said accusation.

Luykas Gerritse, baker, appearing in court, requests that he may exercise the office of schoolmaster here with others, as he is unable to use his one hand.

[46] The honorable court consent to his keeping school until further order arrives from the governor, who shall be written to about it.

Cornelis Dyckman, appearing in court, produces an account of his mother's [1] funeral, amounting to the sum of fl. 144:5 in seawan, which he requests may be paid out of the estate.

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[1] Maria Dyckman, the widow of Johannes Dyckman. In September 1672, the deacons of the Dutch church paid her 40 gl. towards the expenses of the burial of her husband Johannes. Munsell's *Collections*, 1.35

The honorable court order and authorize the aforesaid Dyckman and Mr Ary van Ilpendam to sell the property at the first opportunity and after the sale to pay the sum of 144 gl. 5 st. in seawan first.

Rich. Prittie says that Capt. Backer[1] duly owes him the sum of 3 beavers as per account and whereas Jan Nack owes Capt. Backer 5 beavers for house rent, Mr Prittie aforesaid requests permission to attach the aforesaid 3 beavers in the hands of Jan Becker, attorney of the said Capt. Backer.

The honorable court: *fiat.*

Mr Siston, sheriff, plaintiff, against Jacob Caspers, defendant.

The plaintiff demands of the defendant the fine of 25 gl. for having fought with Dirk the Noorman.

Default of the defendant.

The honorable court condemn the defendant to pay the 25 gl. in seawan to the plaintiff within the space of 14 days, *cum expensis.*

At the request of Mr Prittie, farmer of the great excise, their honors have thought fit to appoint Franck Hardick and Jan Andriese Dow beer carriers in this place, to the exclusion of all others.

Jacob Tyse is ordered by their honors to tear down his house outside the gate, without delay, as he has received another lot within the city in compensation thereof, and also to pay the arrears of the excise (*Pacht*).

[47] Extraordinary session held in Albany, May 6, 1676.

Present:

Capt. Phillip Schuyler
Adriaen Gerritse
Rich. Prittie
Marte Gerritse
Jan Thom^{se}.
Mr Siston, sheriff

[1] Capt. John Baker.

Sweer Teunise, commissary of Schinhechtady, plaintiff, against Jan Gerritse van Marken, defendant.

The plaintiff demands of the defendant reparation of honor, on account of his having called him on the last court day, being the 2d of May, before the entire court, a perjurer, as appears from the minutes, and produces the interrogatory to which the defendant appealed, as follows:

Extract from the court minutes of Schinnechtady, September 27,

1675

Interrogatory upon which Sweer Teunise, Commissary Dowe Aukes and Grietie Hermans are to be examined in court as to what they heard last Tuesday, September 21st, at the house of Jacques Cornelise, [with order] to confirm their statements by oath.

First, whether you, Sweer Theunise, on the date aforesaid, were not present at the house of Jacques Cornelise, where was also Jan Gerritse van Marken, who burst out in a violent passion, saying: "I mean to say that [I know what] I think or not think."

Swear Teunise answers that he did not hear this.

Dowe Aucus answers that he heard it and that van Marken burst out in very vile language, saying among other things: "I mean that I know, or not know."

Secondly, whether you did not hear van Marken say also: "I do not mean to say that Sander or his wife stole the five beavers."

Grietie Harmens says that she did not hear it.

Sweer Teunise van Velsen answers that he heard about the five beavers Jan Gerritse van Marken was inquiring about, but not about the person.

[48] Dowe Aukes answers on the second point that he heard van Marken speak about the beavers, but does not know whom he mentioned, saying:

"I do not mean to say that the beavers were bartered."

Grietje Harmens answers that van Marken said: "I am not saying that five beavers were stolen."

Third, whether you did not hear van Marken say also: "I do not mean to say that Sander Leendertse stole the poor money."

Sweer Teunise answers that that he heard it, but does not know whether he meant Sander Leendertse or his wife.

Dowe Aukes answers that he heard van Marken say: "I do not say that the poor money was stolen."

Grietie Harmens answers that she heard van Marken say: "I am not saying that the poor money was stolen." Whereupon Dowe Aukes asked: "Whom do you mean by that?" Whereupon Sweer Teunise said: "He means Machomus and I shall tell him that Dowe has knowledge thereof."

Fourth, whether you did not hear van Marken say also: "I do not mean to say that Harme Vedder received a fraudulent bond or mortgage from Sander Leendertse."

Sweer Teunise answers: "Yes."

Dowe Aukues answers that he heard that something was said about a fraudulent bond or letter and that he, van Marken, also spoke about Harman Vedder.

Grietie Harmans answers that van Marken said: "I do not mean to say that Harman

Vedder was given a fraudulent deed," and pointed to a village where no houses stand.

Fifth, whether you did not hear van Marken say also: "I do not mean to say that Harman Vedder rendered a false judgment."

Sweer Teunise answers that he said thereupon: "Hear the rascal, who at the time sat as president," and called Dowe Aukes and Jannetie Shermerhooren, who sat beside him, as witnesses.

Dowe Aukes answers that he heard nothing about the false judgment, but that Sweer said to him: "Hear, what the rascal says. Bear witness to it."

Grietje Harmanse answers that she did not hear it.

[49] Sixth, whether you did not also hear van Marken say to your wife, she being in her backyard and he before the door of Jacques Cornelise, as follows: "I say nothing about the raccoon coat (*hespans Rock*).

Sweer Teunise answers that he heard this, but that others may better testify about it, since she is his wife.

This interrogatory is confirmed by oath by the deponents.

Agrees with the court record,

By me,

Ludovicus Cobes, Secretary

The plaintiff asks that Adriaen Appel produce the reconciliation entrusted to him and Pr. Meuse, dated December 7, 1675, which reads as follows: "The defendant acknowledges willingly that he has wrongly accused the commissaries of Schinnechtady on certain subjects, declaring hereby that jointly and

severally they are all honest people." Signed with his own hand and by the witnesses.

The plaintiff therefore concludes that the defendant is a rogue for having uttered the various slanders against their court about which they complained to Commander Brockholes, stating that thereafter he took off his mask and sent arbitrators to their honors, as related above. But the plaintiff is ready to purge himself and refers to the above interrogatory and asks that the defendant may be punished as a rogue and a defamer, as an example to others, *cum expensis*.

The defendant requests that Grietie Harmanse may stand inside to hear the interrogatory read. This was done, but she knew nothing beyond what was answered and sworn to by her on the above points except that they were drunk and in a fight.

The defendant [1] produces two affidavits of trustworthy persons who attest that the defendant at the house of Storm van der Zee several times called the plaintiff a perjurer and that he would prove it, saying that [50] he would get affidavits to that effect, which he did not do, but kept still.

The aforesaid case is referred to the following 12 jurymen, who are to express their opinion. They accordingly took the oath, to wit:

Mr Gerrit Swart	Jan Janse Bleyker	Ary van Ilpendam
Marte Crygier	Jac. Schermerhooren	Jan Hend. Bruyns
Dirk Wessells	Willem Teller	Joh. Provoost
Corn. van Dyck	Jan Verbeeck	Hend. Cuyler

The jury, having carefully considered the case, render the verdict that no one may be heard in his own case upon interrogatories, much less may swear to them. Also, that the reconciliation to which the plaintiff appeals can not serve in this case, since they find that the interrogatory is contradictory in itself and that there are palpable evidences of error, so that the reconciliation (*civiele moderatie*) is void, the more so as the defendant

[1] Apparently intended for plaintiff.

alleges that he did not know about the oath. Moreover, the plaintiff contradicts himself in the third article of the said interrogatory, where he says that he heard the statement, but does not know whether he meant Sander Leenderse or his wife, and further in the statement of Grietje Harmens, when Dowe Aukes asked: "To whom does that refer?" when Sweer Teunise answered: "That refers to Maghomus." If he meant that, he could not swear that he had heard it; and on the contrary, if he heard it, he could not swear that he meant that; *ergo*, it is false.

As to the fifth article, where the question is asked whether van Marken said that Harmen Vedder rendered a false judgment, Sweer Teunise said: "Hear the reascal!" and thereupon called Dowe Aukes and Jannetie Schermerhooren, who declare that they did not hear van Marken speak [51] of the false judgment, but that Sweer Teunise said to him: "Hear what the rascal says." They conclude therefore that the plaintiff can not be accepted as a witness, the more so as he inveighed thus against the defendant, so that on the contrary the other witnesses, namely, the said Dowe Aukes and Jannetie Schermerhooren must be believed. Therefore, the honorable jury conclude from the third and fifth articles of the interrogatory and the deposition in court of Jannetie Schermerhooren and the declaration of Dowe Aukus and Grietie Ryckmans that the plaintiff, Sweer Teunise, in swearing to the interrogatory, took a false oath.

The honorable court, having heard the parties on both sides and subjected the matter to deliberation and duly considered everything, fully approve the opinion of the jury. They therefore conclude that Sweer Teunise committed perjury and declare him unfit and incompetent to hold the office of commissary of Schinnechtady, which he has occupied and filled until this date and condemn him to pay the costs of the trial.

Before me, Robert Livingston, secretary of Albany, colony of Renselaerswyck and Schaenhechtady, appeared Mr Sweer Teunise, who enters an appeal to the General Court which is to be held on the first Tuesday in June 1676 in the matter of a

certain judgment pronounced against him as stated above by the honorable court of Albany aforesaid, dated the 6th of May last, and in favor of Jan Gerritse van Marken, and hereby offers his person and the persons of Jacob Sanders Glen and Abr. van Tricht, as well as their property, real and personal, present and future, [52] without exception, as security for the judgment, submitting the same to all lords, courts and judges. In Albany, this 8th day of May 1676.

Sweer Thoonussen
Jacob Sanders Glen
Mr. Abram van Tricht

In my presence,
Ro. Livingston, Secretary

Ordinance

The honorable commissaries of Albany, colony of Renselaerswyck and Schaenhechtady, considering the need and necessary use of the streets in Albany, have by plurality of votes decided that every one is to make in front of his house and lot a stone sidewalk (*steene stoep*), eight feet wide, as long as his lot is wide, fit and proper, before the first of July 1676, under penalty of 25 gl. in seawan, to be applied to the benefit of the honorable officer. Therefore, the burghers are warned to guard themselves against loss. Done in Albany, the 2d of May 1676.

Order for the Constables

The honorable court hereby authorize the constables aforesaid to order the burghers and inhabitants of Albany [53] to contribute, each *pro rata*, toward the erection of the Indian or Hansioos house outside the gate, where Rooseboom dwells, within the space of 14 days, [the house to be] 6 boards in length and fit for the accommodation of the Indians, in the order and manner as follows, to wit: those who dwell on Jonker street, from the house of Jan Thomase on that side to the guardhouse, and from the guardhouse along the entire hill (*bergh*) to David Schuyler's house and from D. Schuyler's to Jacob van Laer's,

and thence to Fred. Phillips', [along] the entire Rom street, and so back to Jan Thomasen. Thus done at the session of their honors, the 6th of May 1676.

Extraordinary session held in Albany, May 26, 1676

Presentibus:

Major Ab^{m}. Staas
Capt. P. Schuyler
Ad. Gerritse
Rich. Prittie
Marte Gerritse
P^{r}. Winne

Jan Janse Bleycker and Laurence van Ale, appearing in court, humbly request that the gate near Rom street may remain open and continue thus, promising to keep the same in repair.

The honorable court, having taken the matter into consideration, refer them to the order issued on the 25th of this month, reading as follows: The honorable court order you, Pieter Meuse Vrooman, and this according to the order of the right honorable governor general, to have the gate near Hend. Coster's repaired with lock, keys and hinges, fit to fetch water through it and to admit an Indian with a pack of beavers.

Also, to repair as above the gate near Sergeant Parker's, as wide as it now is and stands. Thus done at the session, May 25, 1676.

[54] Order for the Constables

After deliberation, it is resolved and decided to erect two more houses for the accommodation of the Indians, to wit, one on the Plain, in length and breadth like the others and 24 feet apart, and likewise one, in the same manner, near the gate at Rooseboom's house, the expense of the latter house to be defrayed by those who dwell on Jonker street, from the house of Jan Thomase, on that side, to the guardhouse, along the entire hill (*bergh*) to David Schuyler's, and from David Schuyler's to Jacob van Laer's, and thence to Fred. Phillips' [along] the

entire Rom street and thence back to Jan Thomase's; and [the costs of] the first house to be defrayed by the remaining other burghers of the city.

Mr Ludovicus Cobes, schout of Shinnechtady, appearing in court, complains about the commissaries there, saying that they have not hesitated to increase [the fine provided by] the ordinance issued by the court of Albany on the subject of the departure from Albany to Schinnechtady and again from Schinnechtady to Albany, by virtue of the previous ordinance dated December 9, 1675, from 25 gl. to 50 gl. seawan, and again reduced the same from 50 gl. to 3 gl. He therefore requests that the first ordinance may remain in force.

The honorable court find the complaint of the schout to be reasonable and promise him to maintain the former ordinance, which is hereby declared to be and remain in full force and effect.

[55] Sweer Teunise, standing within, requests that some persons residing at Schinnechtady, who have heretofore refused to testify, may testify to the truth regarding some points of his case.

The honorable court order the said witnesses to testify to the truth before the court there to the best of their knowledge, under penalty of the law.

P^r^. Bogardus, appearing in court, complains that the fence in front of his house was torn down during the night and thrown into the water, saying that he has been told by a soldier that it was done by the commander himself.

The honorable court order Bogardus to produce his patent and title deed to show what his rights are.

Renewal of the Ordinance regarding the Trade [1]

The honorable commissaries of Albany, colony of Renselaerswyck and Schaenhechtady, to all those who shall see these or hear them read, Greeting! Whereas it is fresh within the mem-

[1] Cf. Orders regulating the Indian Trade. *Annals of Albany*, 8:205–14.

ory and mind of all the people that in many ways and with honest intent various ordinances have been adopted, promulgated and posted for the proper correction of all faults and irregularities concerning the trade, and whereas these ordinances, notwithstanding the employment of all possible and feasible means to prevent it, seem nevertheless, through bad practices, abuses and other bad and shrewd methods, to be violated daily, [56] they [the aforesaid commissaries] therefore find themselves forced and obliged once more to renew and amplify the previously issued ordinances in the form and manner as follows:

1 First, henceforth, upon the arrival of any Indians, none of the inhabitants of Albany shall be allowed to transport himself to the Indian houses, whether without or within the gates, nor to employ Christian or Indian brokers, nor in the evening or at unseasonable hours to join the Indians or to entice [them to trade] beavers by calling to them or using any other signs, directly or indirectly, on pain of being mulcted in the sum of 300 gl. in seawan, to be applied one third for the benefit of the honorable officer, one third for the benefit of the honorable court and one third for the benefit of the church.

2 Second, no one shall be allowed to give to the Indians any fire-wood to make a fire near the city stockadoes or fence within the place, under the penalty of 50 gl. in seawan for the benefit of the honorable sheriff.

3 Likewise, no children shall be allowed to go near the Indian houses, under penalty of 35 gl. in seawan, for which the parents shall be liable, or else have to purge themselves under oath that they did not send them.

4 Whereas common complaints reach their honors about the irregular method of lodging the barbarians, no one shall directly or indirectly give any shelter to any Indian or Indians, or permit them to camp on his lot, but all the Indians shall be obliged to lodge in the Indian houses, on pain of a fine of 50 gl. in seawan, to be applied to the benefit of the officer. *Actum* at the session, *datum ut supra.*

[57] Copy

At a Counsell held in N: York
April the 8th. 1676

Ordered, That all strong beere, brewed by ye Brewers or otherwyse for seale, in Albany and the Colony of Renselaerswyck, shall pay equall to the tappers accyse as now setled, the same to be for Publique uses, to be disposed of by the Court, who are to be accountable as for other publique Revenues.

By order of the Govr. in Counsell
Matthias Nicolls, Secr.

At a Counsell held in N. York, *datum ut supra*

The great decay of the goodnesse of Deale boards by the worm or otherwyse, being taken into Consideracon, It is ordered, That for the future all Loggs off wood shall have the slabbs taken off square, before the Plank be sawed, and that none be put into the water by floateing to the Port, either at the Loading or unloading; That for the future, no tree shall be cutt, for Planks or other use for sale, but from the Letter end of November to the beginning of march and the Tree nott to be Lesse then twenty Inches through, and that no board or Plank be under fourtheen Inches in breadth, and fiftheene English foot in lenth

By order of the Governor in Councell
Matthias Nicolls, Secr.

[59][1] Ordinary session held in Albany, June 6, 1676
Presentibus omnibus

Gerrit Banker, Esq., against Jan Gerritse van Marken, defendant.

The plaintiff says that he has attached 4 beavers' worth of grain of the defendant, because the defendant owes him 26 gl. in beavers. He requests that he may receive the said sum.

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[1] Page 58 contains Dutch translations of the two preceding ordinances, with the memorandum that they were published by order of the court on May 27, 1676.

Storm van der Zee presents a bond in favor of the defendant, payable by Bent Bagge, which was made over to him by the defendant on the 3d of May last, before the attachment.

The honorable court, having considered the matter, find that the bond was made over before the attachment took place. They therefore nonsuit the plaintiff, *cum expensis.*

Nehemiah Pearse, plaintiff, against Adam Vrooman, defendant.

The plaintiff demands of the defendant 36 gl. in seawan, book debt.

Default of the defendant.

The honorable court condemn the defendant to pay the sum of 36 gl. in seawan to the plaintiff in the space of 14 days, *cum expensis.*

Idem, against Jan Rinckhout, defendant.

The plaintiff demands of the defendant fl. 105:10 in seawan by balance of account.

Lud. Cobes, attorney for the defendant, requests time until the winter.

The honorable court condemn the defendant to pay the aforesaid sum within the space of 14 days, *cum expensis.*

Sammuell Messie, plaintiff, against Ludovicus Cobes, defendant.

[60] The plaintiff demands of the defendant 6 schepels of maize and 42 gl. 15 st. in seawan, book debt.

The defendant says that 2 schepels of maize were paid by his wife and that he never received his account in specie.

The honorable court order the defendant to settle with the plaintiff and to satisfy him within the space of 14 days *cum expensis.*

Idem, against Tierk Harmanse, defendant.

The plaintiff demands of the defendant 12 gl. in seawan, book debt.

The defendant says that he has never refused to pay. Also, that no account has ever been delivered to him.

The honorable court order the defendant to satisfy the plaintiff within 14 days after the rendering of an account, *cum expensis*.

Idem, against Jurian Groenwout, defendant.

The plaintiff demands of the defendant 4 gl. 15 st. in seawan by balance of account.

Default of the defendant.

The honorable court condemn the defendant to pay the sum of fl. 4:15 to the plaintiff within the space of 14 days, *cum expensis*.

Jan de Jonker, *alias* Rotterdam, plaintiff, against Wynant Gerritsen.

The plaintiff demands of the defendant 44 boards by balance of account for wages earned by him, at the rate of one beaver a day, to be paid in boards at market price, which he proves by Storm van der Zee and David Kitts.

The defendant answers that he promised the plaintiff not more than 20 boards a day.

The honorable court condemn the defendant to pay the 44 boards to the plaintiff within the space of 14 days, *cum expensis*.

[61] Wynant Gerritse, plaintiff, against Tierk Harmense, defendant.

The plaintiff demands of the defendant 129 boards and 10 stivers by balance of account.

The defendant denies the debt and says that no account has ever been delivered to him.

The honorable court order the parties to settle with each other according to valid accounts, each paying one-half of the costs.

Hend. Beekman, plaintiff, against Mees Hoogeboom, defendant.

The plaintiff demands of the defendant 2 beavers and 1 gl. in seawan.

The defendant's wife says that in adjusting accounts with

her husband, Mr Hammilton deducted 2 beavers, because Hendrick aforesaid owed them to Hammilton.

The plaintiff in reply says that he will pay Hamilton himself and that he had given the defendant no authority to do so.

The honorable court order the defendant to pay the 2 beavers and 1 gl. in seawan to the plaintiff within the space of 14 days, *cum expensis.*

Mees Hoogeboom, plaintiff, against Wm. Bout, defendant.

The plaintiff's wife, appearing in court, demands of the defendant 25 schepels of wheat for goods sold to him.

The defendant's wife says that an assignment has been made to the plaintiff in the Esopus, with which he was content.

The plaintiff's wife denies that her husband was satisfied with it.

The honorable court condemn the defendant to pay the sum of 25 schepels of wheat to the plaintiff within 14 days, *cum expensis.*

Barendt Myndertse, plaintiff, against Jan Tyse, defendant.

The plaintiff demands of the defendant 35 gl. in beavers and 22 gl. in seawan according to their final account.

[62] The defendant admits the debt and says that he is willing to pay in such currency as he has.

The honorable court condemn the defendant to pay the above sum to the plaintiff within 14 days, *cum expensis.*

Lucas Pieterse, plaintiff, against Frans Pieterse, defendant.

The plaintiff demands of the defendant 140 gl. in seawan according to the bond signed by his wife.

The defendant answers that his wife has done so without his orders.

The honorable court condemn the defendant to pay the contents of the bond, *cum expensis.*

Pieter Quackeboss, plaintiff, against Jacob Tyse van der Heyden, defendant.

The plaintiff demands of the defendant 10 beavers which he paid him for a piece of ground near the defendant's house on the

hill, which must now be torn down, because he never conveyed it to him.

The defendant says that he showed the lot to the plaintiff several times, saying that he could have it if he wished.

The honorable court order the plaintiff to be content with the lot on the hill and to pay the costs of the suit.

Arnout Corn. Viele, plaintiff, against Nehemiah Pears, defendant.

The defendant's wife demands of the defendant fl. 63:18 in seawan, for wine consumed.

The defendant admits the debt.

The honorable court condemn the defendant to pay the sum of fl. 63:18 to the plaintiff within the space of 14 days, *cum expensis.*

[63] Paulus Martense, plaintiff, against Harme Janse, defendant.

The plaintiff demands of the defendant 10½ beavers.

The defendant admits the debt.

The honorable court condemn the defendant to pay the sum of 10½ beavers to the plaintiff within the space of 14 days, *cum expensis.*

Harme Gansevoort, plaintiff, against Cornelis Teunise, defendant.

The plaintiff demands of the defendant 70 schepels of oats and 17 schepels of wheat.

The defendant answers that he has a counter claim and requests a decision as to how much wheat should be reckoned to one beaver.

The honorable court, having heard the parties, condemn the defendant to pay to the plaintiff what shall be found due by settlement of accounts and at the rate of 5 schepels to one beaver, within the space of 14 days, and each party is to pay one-half of the costs.

Idem, against Pieter Meuse Vrooman, defendant.

The plaintiff demands of the defendant by settlement of accounts 32 gl. 8 st. in beavers and 32 gl. 11 st. in seawan.

Default of the defendant.

The honorable court declare the defendant contumacious and debarred from all exceptions, defenses and excuses and therefore condemn him to pay the said sums to the plaintiff within the space of 14 days, *cum expensis.*

Marte Hoffman, plaintiff, against Tierk Harmense, defendant.

The plaintiff demands of the defendant 32 boards and one schepel of wheat.

The defendant answers that he paid the boards.

The plaintiff, replying, says that the boards were counted off by Claes Rust, but were delivered by him to some one else, notwithstanding they were marked with Salsberrie's mark, as Mr Siston testifies.

[64] Wynant Gerritse and Jan Conell declare that the defendant delivered the boards to some one else.

The honorable court condemn the defendant to pay the 32 boards and one schepel of wheat to the plaintiff within the space of 14 days, *cum expensis*, reserving his action against Claes Rust, as he shall deem best.

Pieter Winne, plaintiff, against Volkert Janse, Teunis Spitsenberg and Marte Cornelise, defendants.

The plaintiff requests that the defendants swear that the contract made with one another, four months after the contract of sale between him and Volkert, was made in good faith. Also, that the lease may be entered in his name, as Marte Cornelise, the lessee, does not recognize him as the owner. Furthermore, he requests a deed and conveyance for the half [of the land] purchased by him.

The defendants refer to the writings executed by them.

The honorable court, having carefully examined the matter and taken everything into consideration, adjudge and decide that the plaintiff at the expiration of the term [or the lease] shall receive 10 schepels of sowed wheat upon appraisal and whatever wheat shall be found to have been sowed in excess of this shall

be for Volkert Jansen. Furthermore, the said Volkert shall have the lease put in his name and also make a proper conveyance.[1] They condemn the plaintiff to pay one-third and Volkert to pay two-thirds of the costs.

[65] The honorable court having been informed by the sheriff that one Harman Jansen, farmer residing on Turkjen,[2] has complained to him about the great loss and damage suffered by him in his grain by the cattle of Annetie Lievens, the widow of Gose Gerritse, deceased, the said Annetie Lievens was summoned to appear. She said that she was sorry that any one should suffer damage on her account and that therefore she had engaged a cowherder.

Harme Janse answers that he [the cowherder] is a stupid negro without brains, who does not understand the Dutch language and that he lies down in the woods to sleep, letting the cattle go where they please.

The honorable court find the complaint to be just and hereby order Annetie Lievens to build a suitable fence to prevent further complaints, or instead thereof to engage a competent herder. Annetie Lievens is condemned to pay the costs of the suit.

Marritie Jacobs, plaintiff, against Roeloff Carstense, defendant.

Case according to preceding minutes. The plaintiff, by a petition dated June 3, 1676, humbly prays that it may please

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[1] See assignment by Volkert Jansen Dow to Pieter Winne of his interest in the lease of Constapel's Island, Sept. 15, 1676, in *Early Records of Albany*, 3:436–37.

[2] On Nov. 22, 1670, a Mahican Indian named Anemehanit sold to Jeremias van Rensselaer the land called by the Indians "Nachawinasick" and by the Dutch "Turckeyen," with the Cahoos included therein.

On April 8, 1673, Jeremias van Rensselaer leased to Harman Lievensz for six years the farm named "Turckeyen," used by Gerrit Gysberts. This farm was situated near Van Schaick's Island, at the mouth of the Mohawk. See *Minutes of the Court of Albany, Rensselaerswyck and Schenectady*, 1:170; *Early Records of Albany*, 3:503; the original Indian deed in the Albany Institute of Art and History; and the lease among the Rensselaerswyck Mss.

their honors to make an end of the matter and to release her from Roeloff Carstense, in order that she may enter into the bonds of marriage with Jacob Claesen.

The defendant answers in writing that in the first instance he simply showed by an affidavit that she had been caught, setting forth with it the further circumstances of the case; also that she originated and was the *causa movens* of this scandalous suit, referring to Notary Lud. Cobes to show what good intentions he had and that by this means his suit was [66] set aside. Secondly, he gave evidence by two trustworthy witnesses about his conversation with her and her confession of being pregnant, stating that it was known to God; maintaining, therefore, that these statements serve as an affirmation and corroboration of the matter at issue and explain the preceding alleged motives, re-asserting his honest intention and that he desired not otherwise than to enter with her into the bonds of matrimony. He refers further to the answer handed in by him and demands that she shall make honorable and profitable amends to him and be condemned to pay the costs of the suit, requesting furthermore that some persons may be examined to reveal and manifest the truth in the matter.

The plaintiff states through an attorney that she demands proof that she perjured herself and that she had carnal conversation with the aforesaid Roeloff.

The honorable court, as to the examination of certain persons, judge that it is important to investigate the real truth thoroughly. They find that the first proof submitted is true, especially, that Ryckje Staas was asked by Lysbeth, the sister of Marritie Jacobs, to settle the matter with Roeloff in the name of Marritie and her mother, which Capt. Schuyler, a member of the court, affirms to this extent that Elysbet came to him and asked whether she would be allowed to settle the matter with Roeloff.

Domine Schaats, appearing in court, declares truly that when Jacob Claes and Marritie Jacobs came to him to have the banns registered, the said Jacob Claese said that she was not pregnant and that he warned him against further intercourse.

[67] Dirk Wessels, on behalf of the consistory, says that he and another were sent to investigate Marte Gerritse's accusations that she was pregnant, whereupon she answered that she was not pregnant and that he was not her father confessor.

Wyntie Cornelise, appearing in court, says that she heard Jannetie, the plaintiff's mother, make this statement that even if it were true that Roeloff was the father of the child, she would swear that it was Jacob's.

Lysbeth, the sister, also denies that in the name of her mother and sister she tried to have the matter submitted to mediation, but says that she was sent out by Ryckje Staas and others.

Tryntie Melkers,[1] the midwife, being summoned to appear in court, is asked whether she proposed those points to Marritie Jacobs in her throes of childbirth, instead of under oath, as she has done to others, whereupon she answered, Yes, that she had done so.

Marritie Bradt, Hilletie van der Zee and Catriene Rutgers declare before the honorable court that they heard Marritie Jacobs in her throes declare at the demand of the midwife, as follows: "Who is the father of the child?" Answer: "Jacob Claes is the father of the child." Question: "Has Roeloff not slept with you?" Answer: "No, no one but Jacob is the father of my child. God help me, if Jacob is not the father of my child."

Pieter Winne, Jr. declares that when he lived with Marte Gerritse, about the month of May 1675, it happened at a certain time that Roeloff Carstense went up to the attic where the aforesaid Marritie was and that he, the deponent, sitting before the door, heard the following conversation. Marritie, three several times, said: "Let me get up; somebody might come and look." Whereupon Roeloff said: "I won't let you get up; you have defied me long enough." She said . . . . [unprintable]. [68] He has immediately confirmed his declaration by oath.

The honorable court consider it necessary that the plaintiff,

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[1] Tryntje Melgers, the wife of Wynant Gerritsen van der Poel.

Marritie Jacobs, be provisionally taken into custody by the sheriff, her sentence being postponed until further opportunity.

Mr Siston, plaintiff, against Roeloff Car[s]tense, Marritie Jacobse and Jan Jacobse, defendants.

The plaintiff says that the defendants have complained that Roeloff committed disturbance and violence at their house and that among others Jan Jacobse has been willing to swear that Roeloff did it.

In connection with which Rich. Pritty, commissary, confirms that Marritie Jacobs in Mr Cooker's shop said that she knew Roeloff well, which Joh. Wendel confirms also. Gab. Thomson, constable, likewise declares that Jan Jacobse made this complaint to the sheriff.

The honorable court find the plaintiff, Marrity Jacobse, in various actions and questions very inconsistent, false and untruthful and therefore condemn her to pay a fine of 50 gl. in seawan, *cum expensis.*

Idem, plaintiff, against Anthony Lespinard, defendant.

Case according to preceding minutes. [69] The defendant hands in a written answer and declares once for all that no negress or heathen deserves credence and requests that according to law she may be punished as a dishonorable defamer as an example to others, requesting also that she may be condemned to pay the costs of this trial.

The plaintiff requests extension of time, in order [that the defendant] may meanwhile furnish his documents.

The honorable court: *fiat*; copies to be delivered to the plaintiff. Also extension of time and further opportunity.

Mr Pritty says that he has attached 3 beavers in the hands of Jan Nack, belonging to Capt. Backer and requests that the same may be declared valid.

The honorable court: *fiat.*

Pieter Meuse Vrooman, standing within, respectfully requests that the antenuptial agreement, dated March 1, 1675, made between him and his wife, may be declared valid and recorded in order to be released at all times from unjust claims.

The honorable court: *fiat.*

Here follows the antenuptial agreement:

Copia In the name of the Lord, Amen. Know ye by the contents of this present instrument that in the year sixteen hundred and seventy-five, on the first of March, there appeared before me, Ludovicus Cobes, notary public admitted, etc., residing in Albany, in the presence of the hereinafter named witnesses, Pieter Meuse Vrooman and Volkie Pieterse, who declared that for the honor of God they had decided to contract together a future [70] marriage and that before entering the bonds thereof they, the appearers, had agreed to the following conditions:

First, the aforesaid husband and wife shall for the support of this marriage contribute and bring together all such present property and effects of whatever nature, wherever situated or in whoever's custody they may be, none excepted, which each of them has or is entitled to, to possess the same in common, provided that the debts contracted on either side within this province shall be assumed by them jointly, but that the debt contracted outside this province by the collateral relatives on either side, or by any of them, shall not be charged to either of them, with this further provision that the sons of the present bridegroom and bride, called Jan Gerritse Stavast and Mattheus Pieterse, shall out of the aforesaid estate, for their father's or mother's legitimate portion, receive the quantity of eighty good, merchantable beaver skins, with which for the present they shall be content. All that is hereinbefore written the parties promise to maintain, without fraud or deceit, binding therefor their persons and properties according to law. Thus done in the presence of Messrs Jan Verbeek and Evert Wendell, as witnesses and orphan masters hereto invited, in Albany.

Was signed: Pieter Meeuse Vroman
Volkien Pieterse

In the margin:
Jan Verbeek
Evert Wendell

After collation this is found to agree with the original

Quod attestor

Ludovicus Cobes. Not. Pub.

[71] After deliberation it is decided and resolved to publish and post the following:

Ordinance

The honorable commissaries of Albany, colony of Renselaerswyck, etc., by order of the right honorable governor general, hereby notify and inform every one that all the inhabitants of Albany, whether merchants, traders, or wholesalers, are to bring their powder to the city hall, where some attics are set aside for that purpose, they being not allowed to keep in their houses more than one keg each, whether of 100 lbs. or 50 lbs. All that is above written they are to do within twice twenty-four hours after the publication hereof, on pain of forfeiture of all such powder as shall be found in excess of the quantity aforesaid, and of paying in addition 50 gl. in seawan to the sheriff. Thus done at the session of their honors aforesaid, the 6th of June 1676, *post meridiem.*

Wm. Parker, plaintiff, against Johannes de Wandelaer, defendant.

The plaintiff demands of the defendant fl. 5:14 in seawan.

Default of the defendant.

The honorable court condemn the defendant to pay the aforesaid sum to the plaintiff within the space of 14 days, *cum expensis.*

[72] Extraordinary session held in Albany, June 13, 1676

Presentibus omnibus

Michel Siston, plaintiff, against Marritie Jacobse, defendant.

The honorable plaintiff complains that the defendant has not hesitated to commit fornication, having in childbirth named Jacob Claese as the father of her child and thereafter without pain or irons confessed that Rouloff Carstense was the father of the aforesaid child, all of which are matters of grave consequence and effect. He requests, therefore, that she may be tied to the whipping post to receive 39 lashes, all *cum expensis.*

The defendant and prisoner, appearing in court, confesses without pain or irons that Roeloff Carstense is the father of her

child and that she has sworn falsely that Jacob Claese was the father. She humbly requests mercy and no punishment.

Whereas Marritie Jacobse, born in Albany, aged 24 years, at present a prisoner on account of fornication committed first, last year, with the person of Rouloff Carstense, and thereafter with Jacob Claase, has without pain or irons confessed that she has had carnal conversation with both of them and likewise that she is guilty of perjury, having, according to her confession made in childbirth on the 13th of February last, attributed the child to Jacob Claese, [73] whereas in real truth, not Jacob, but Rouloff Carstense is the father thereof,

Therefore, the honorable court, having duly considered the case, find it to be a matter of grave consequence first to commit fornication with one person and then to attribute the child to another, so that such person should be punished as an example to others. They therefore condemn the said prisoner to be brought tomorrow, being the 14th day of June 1676, at 11 o'clock, to the whipping post where it is customary to administer justice, there to receive at the hands of the common executioner 21 lashes on her bare back, and they also condemn her to pay the costs of justice. Thus done and executed at the session of their honors aforesaid, this 13th of June 1676.

After deliberation it is decided and resolved that for all the powder that shall be brought to the place assigned thereto, being the attic of the city hall, the owners shall pay six guilders in seawan for each 100 pounds and for the rest in proportion to the weight, one half of the aforesaid fee, being three guilders, to be for the benefit of the place and the other half for the secretary, R. Livingston, for his trouble and administration.

[74] At a general court held by authority of his Majesty on the 20th of June, in Albany, in the 27th year of the reign of our sovereign lord, Carolus the Second, king of Great Britain, France and Ireland, defender of the faith, Annoq. Dom. 1676.

Present:

The Right Hon. Gov. Gen. Ed. Andross

Capt. Tho. de Lavall
Major Ab. Staas
Capt. Phil. Shuyler
Ad. Gerritse
Rich. Prittie
Marte Gerritse
Pr. Winne
Jan Thomase
Alexander Glen
Harme Vedder
} on behalf of Shinnecht[ady]

Sweer Teunise, plaintiff, against Jan Gerritse van Marken, defendant.

It is ordered that all the documents in the case of appeal between Sweer Teunise and Jan Gerritse van Marken, about slander, shall be sent to New York within the space of 14 days, to be examined then as well as the parties and this for the reason that the defendant is absent here.

Mr Siston, sheriff, plaintiff, against Anth°. Lespinard, defendant.

Case according to preceding minutes.

Having heard the case between the parties and [75] duly considered everything that is relevant, [the honorable court] find the defendant not guilty of the charge made by the plaintiff upon the slanderous statements by the negress. Therefore, the plaintiff is condemned to pay the costs of the proceedings and Wm. Teller's negress, called Marie, is sentenced as follows:

The honorable court of Albany, &c., having [examined] the proceedings between Antho. Lespinard and Mary, the negress of Mr Wm. Teller, and carefully considered everything that is material to the case, find that the aforesaid negress has falsely accused the person of Anthony Lespinard and can not adduce any proof. She is therefore condemned to be immediately taken to the whipping post to receive 25 lashes on her bare back by the hands of the common executioner and thereafter to beg the person of Antho. Lespinard for forgiveness.

By the Governour

Whereas I have been Informed of the frequent goeing off waggons or Carts, betwixt this Place and Shinnechtady upon very sligt or frivolous occasions or Pretences, which att this time and season of the year, might Proove verry Prejudiciall, I have therefore by the advice of the magistrates Resolved, and doe [76] hereby order that for the space of three months next ensueing, no waggon Cart or Carts whatever doe ore be Permitted, to goe between said towns unlesse on extraordinarie occasions, with the knowledge and Consent of the magistrates, but to carry no Passengers or merchandable goods whatever, upon Penalty off forfeiting all such waggons or Carts and horses, given under my Hand in Albany 26 day June 1676

Sic Subscribitur

E. Andross

To the magistrates
forthwith to be Published

Extraordinary session held in Albany, June 28, 1676

Present:

The Hon. Gov. Gen. E. Andross
and all the commissaries

After deliberation it is decided and resolved to levy on each keg of powder of 100 lbs, more or less, in proportion, but especially on each 100 lbs that are already stored in the attic or that shall come up the river from New York, one beaver, and likewise on each 100 lbs. of lead that shall come up the river, one half beaver, which revenue for the space of one year shall serve for the maintenance and support of the city.

[77] By the Governour

Whereas there hath been severall orders sett forth, and Confirmed from time to time, Prohibiting ye Retaileing, or giveing strong drink, or admitting Indians to drink it within this town, notwithstanding which the Indians doe come by it, to excess, to the great disturbance and Scandall off the Place, I doe there-

fore, by the advice of the magistrates in his Majs. name, strickly charge and Command, all officers to be verry vigilant, to put the fores[d]. orders in due execution and whereas there seems difficulty, to make prooff, for Convicting the transgressors, and guilty, I doe hereby further declare and order, that whatever house any Indian or Indians shall come out off, being dronk, the said house shall be deemed, and adjudged guilty, and forfeit for every such drunken Indian, ten gilders in bev[r]. and if any Indian or Indians, shall be found drunk in any street, and neither Person nor house discovered from whom or where such Indians had it, then the whole street to be fined, for every such Indian so found drunk 50 g[l] in bev: but if the Party or house, be discovered, where they had or drunk said drink, then the said Person or house to pay 100 g[l] in bev: fine, and be rendred uncapable to trade or handle for six months next ensueing, and any such drunken unruly Indians to be secured, and as they may deserve, Punished when sober, which all Persons may and are, to take notice, at there Perrills to default. The s[d]. fines to be applyed, one third to the king one third to the town, and one third to the officer, [78] and any officer neglecting his duty herein, to be Lyable to the whole, half to the king and half to the town, this order to be in force for the space of 4 months next ensuing, given und[r]. my hand in albany this 28th. day of June 1676

Sic subscribitur E. Andross

To the magistrates of
Albany forthwith to be
Published and Putt in
Execution

Ordinary session held in Albany, July 4, 1676

Presentibus omnibus

Nehemiah Pears, plaintiff, against Jacob Abrahamse, defendant.

The plaintiff demands of the defendant 96 gl. in seawan for goods received by him.

The defendant admits the debt.

The honorable court condemn the defendant to pay the aforesaid sum to the plaintiff within the space of 14 days, *cum expensis*.

Jan Tyse, plaintiff, against Elis. Rinckhout, defendant.

The plaintiff demands of the defendant 10 beavers for a cow sold to her, for which he received a bill of exchange on Holland. He says that he has never received anything from it.

The defendant answers that she has paid most of the claim here in this country and is willing to pay the rest, but is not bound to pay any interest, as the bill of exchange was sent back without protest.

[79] The honorable court, having taken the matter into consideration, deny the plaintiff's right to the interest because the bill of exchange has not been protested. They hereby order the parties to settle accounts, [the defendant] to pay for the cow within the space of 14 days, *cum expensis*.

Maria Lokermans,[1] plaintiff, against Harme Janse, defendant.

Andries Teller, attorney for the plaintiff, demands of the defendant 140 schepels of wheat, arising from the purchase of a certain parcel of land bought by him from Pieter van Ale, deceased, on the 8th of July 1673, as appears from the contract of sale.

The defendant admits the debt and says that he paid some money on account.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the remainder to the plaintiff within the space of 14 days, *cum expensis*.

Samuell Messie, plaintiff, against Jan Conell, defendant.

The plaintiff demands of the defendant 10 gl. in seawan for sugar delivered to him.

The defendant says that he gave the plaintiff an order on Gansevoort and that he was satisfied therewith.

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[1] She was the widow of Pieter van Alen. On Feb. 14, 1676/7, she entered into an antenuptial agreement with Gerrit van Nes. *Early Records of Albany*, 3:355–56. See also bond and mortgage of Harmen Jansen, Aug. 13, 1676, *Early Records of Albany*, 1:133; and 1:433, where she is referred to as Maria Tailler [Teller].

The honorable court condemn the defendant to pay the aforesaid sum of 10 gl. in seawan to the plaintiff within the space of 14 days, *cum expensis*, reserving the defendant's action against Gansevoort.

Idem, against Jacob Abrahamse, defendant.

[80] The plaintiff demands of the defendant 11 gl., 10 st. in seawan.

The defendant denies the debt.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the aforesaid sum of 11 gl. 10st. in seawan to the plaintiff within the space of 14 days, *cum expensis.*

Mr Nehemiah Pears, plaintiff, against Jurian Teunise, defendant.

The plaintiff demands of the defendant 24 gl. in seawan.

Default of the defendant.

The honorable court condemn the defendant to pay the claim of 24 gl. in seawan to the plaintiff within the space of 14 days, *cum expensis.*

Jan Cornelise Root, plaintiff, against Jan Helmerse, defendant.

The plaintiff demands of the defendant by settlement of accounts dated April 22, 1674, 65 gl. in beavers and 1 gl. in seawan.

Default of the defendant.

The honorable court condemn the defendant to pay the sum demanded to the plaintiff within the space of 14 days, *cum expensis.*

Harme Janse, plaintiff, against Jan Bronk, defendant.

The plaintiff demands of the defendant 22 schepels of oats.

Dirk Bensing, appearing in court, says that he has been requested by Jan Bronk to say that the plaintiff will receive the oats as soon as he brings the traces.

[81] The honorable court order the plaintiff to deliver the traces to the defendant, when the defendant is to pay the aforesaid sum to the plaintiff, and condemn the parties to pay each one-half of the costs.

Joseph Yetts, plaintiff, against Wm. Loveridge Junr., defendant.

The plaintiff says that he hired a horse from the constable and that he put the same in the governor's stable and that the defendant, without his knowledge, took it out and used it for his own pleasure, having a young girl behind him. He complains about the affront committed.

The defendant answers that he borrowed the horse from Maas Cornelise, who had the disposal of the aforesaid horse.

Maas Cornelise, appearing in court, says that he loaned the horse first to Wm. Loveridge and afterwards, conditionally, to the constable, if Loveridge did not need it.

The honorable court dismiss the plaintiff's complaint since Maas Cornelise declares that he loaned the aforesaid horse to Wm. Loveridge, if he did not need it, reserving the plaintiff's action against the constable.

Jan Becker, plaintiff, against Jan Janse Noorman, attorney for P^r. Everding, defendant.

The plaintiff demands of the defendant 110 gl. Holland money for failing to protest the bill of exchange [82] sent by P^r. Everding from Holland, payable by Carell Janse Hooft, requesting that the aforesaid sum may be levied by Domine Schaats and entrusted to the custody of the court.

The honorable court: *fiat*, levying, subject to custody of the court according to his request, until further information from Holland.

Mr Cornelis van Dyck, plaintiff, against Jan Cornelise Root, defendant.

The plaintiff demands of the defendant 26 gl. in beavers according to the account delivered.

The defendant admits the debt.

The honorable court condemn the defendant to pay the plaintiff within the space of 14 days, *cum expensis*.

Jan Janse van Hoese, plaintiff, against Jan Albertse Bradt, defendant.

The plaintiff says that he traded a horse with the defendant and that the same is not in such condition as to age, etc. as he was assured.

The defendant answers that in making the trade he said that he did not know any better [but that the horse was as represented].

The honorable court adjudge it to be a case of deception (*tuysserie*) and therefore dismiss the plaintiff's complaint and condemn him to pay the cost of the trial.

[83] Andries Hanse, plaintiff, against Jan Cornelise Vyselaar.

The plaintiff demands of the defendant fl. 45:10:— in seawan according to his account.

Default of the defendant.

The honorable court condemn the defendant to pay the aforesaid sum to the plaintiff within the space of 14 days, *cum expensis.*

Harme Gansevoort, plaintiff, against Cornelis Teunise, defendant.

The plaintiff demands of the defendant 11 schepels of wheat for 11 half-barrels of small beer. The defendant admits that he received the 11 half-barrels of small beer, but says that he may suffice by paying 5 gl. in seawan.

The honorable court refer the parties to a previous judgment rendered in the matter and decide that the account may be satisfied by paying 5 gl. in seawan per half-barrel, and condemn the plaintiff to pay the costs.

Dowe Aukus, plaintiff, against Tierk Harmanse, defendant.

The plaintiff demands of the defendant 194 merchantable inch pine boards for a horse.

Default of the defendant.

The honorable court decide that the plaintiff is to recover the amount from Dirk Bensing and Jan Sanderse, as they executed the bond payable by them.

[84] Gerrit Teunise, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant 12 beavers for a field of sowed oats.

The defendant says that he has a counter claim.

The honorable court order the parties to settle with each other and make proper satisfaction, and condemn the defendant to pay the cost of the proceedings.

Sam Messie, plaintiff, against Ro. Livingston, defendant.

The plaintiff demands of the defendant 100 gl. in seawan.

The defendant answers that he has a counter claim, and also that there is a mistake in his account.

The honorable court order the parties to settle with each other within the space of 4 days and to pay each other according to valid account.

Idem, against Wm. Parker, defendant.

The plaintiff demands of the defendant 128 gl. in seawan.

The defendant admits the debt and says that he has a counter claim.

The honorable court order the parties to settle with each other within the space of 4 days and to pay each other according to valid account.

Mr Siston, sheriff, plaintiff, against Gerrit Banker, defendant.

[85] The plaintiff demands confiscation of 42 beavers and the wagon and horses found between here and Shinnechtady, contrary to the ordinance.

Default of the defendant.

The honorable court find that the defendant has acted contrary to the ordinance and therefore declare the aforesaid beavers, wagon and horses confiscated; one-third to be applied for the benefit of the King, one-third for the benefit of the place, and one-third for the sheriff.

Idem, against Anth°. Lespinard, defendant.

The plaintiff demands of the defendant a fine according to the ordinance because he found drunken Indians in his house, and defendant having furthermore in contempt of his office snapped his thumb at him and used foul language.

The defendant answers that the act occurred three days before the publication of the ordinance and that he did not snap his thumb against his teeth.

The honorable court condemn the defendant for the affront committed by him to pay a fine of 25 gl. in seawan, *cum expensis.*

Idem, plaintiff, against Tryntie Melkers, defendant.

The plaintiff demands of the defendant a fine according to their honors' discretion for not having acted correctly in administering the oath to Marritie Jacobs in her throes of childbirth.

[86] The defendant requests a copy of the complaint to make answer thereto on the next court day.

The honorable court: *fiat.*

Mr Frederick Phillipse, appearing in court, requests that the moneys received from the estate of Harme Janse Bos, administered by Mr Gerrit Swart, schout at that time, may be entrusted to the custody of the court within the space of three times 24 hours, and that a prompt accounting may be made.

Mr Gerrit Swart requests time until next Saturday to make up his account.

The honorable court: *fiat.*

The honorable court order the secretary to draw up and execute a deed to the deaconry for the lot on the Plain.

By the Governour

Instructions for the Commissaries Authorized for the Jurisdiction of Albany, Colony of Renselaerswyck and dependencies

[87] 1 You are to keep Court the first Tuesday in every month or oftner, if there be occasion, to which all Persones are to have free access, and all causes to be heard, and determined Publickly and Impartially.

2 You are to act in the administration of Justice according to Law, and former Practice, not Repugnant to the Laws off the Goverment, and to determine deffinitively to the value of 250 g^{l} bev: and off appeales from Shinnechtady above 40 g^{l} bev: to the Like summe of 250 g^{l} bever, above which to admitt appeales to the Generall Court off assises.

3 You are to Judge in Criminalls[1] not extending to Life, Limbe or banishment, as also to Impose fines according to the fact, not exceeding 250 gl bever.

4 You are authorized to make necessary Prudentiall or Locall by Lawes, not Repugnant to Lawe which to be sent doun to the Governour, and if not dissalowed to be in force, for a Year, but you are not to make or Raise any Cotisation, or taxe, without the Governours approbation, unlesse on Extraordinary cases necessarily requireing it, the Commander approveing and Consenting thereunto, of which a present accompt to be sent to the Governour.

5 All Cotisations taxes or Publick Levyes, or Revenues. are to be accompted for, by the Collector or Receiver Yearly to the Court, when as [88] also on all Extraordinary occasion of Generall or Publick Concern, The Commander is to Preside, which to be sent doun to ye Governour for his approbation. Given under my hand in Albany this 10th day of July 1676

Was Signed

E. Andross

Extraordinary session held in Albany, July 18, 1676

[Present:]

Abrm. Staats
Phillip Shuyler
Ad. Gerritse
Rich. Pritty
Marte Gerritse
Jan Thomase
Pr. Winne
Mr Siston, sheriff

Mr Frederick Phillipse, plaintiff, against Gerrit Swardt, defendant.

The plaintiff again requests that the defendant place the moneys from the estate of Harme Janse Bos in the custody of

[1] In criminal cases.

the honorable court, or otherwise offer sureties for the payment in instalments.

The defendant answers and says that at present he does not have the money and requests time.

The honorable court, having considered the matter, order the defendant to place the aforesaid moneys in the custody of the honorable court within the space of 14 days on pain of execution.

[89] The honorable court, having examined the account of the estate of John Stuart [1] and read the marginal note of the right honorable governor general, which reads as follows: "Stuart's death duties are to be paid first and then the further expenses and if there are no assets to pay the expenses, they are to be paid by the public or out of the common treasury," their honors adjudge that the death duties shall be paid first of all. Having examined the account of Capt. Sailesberry, they find that they amount to fl. 316:15 in seawan, which sum the administrators have paid immediately out of the assets which they had in their custody.

Their honors aforesaid order the said administrators to call together all the creditors who have any claims against the aforesaid estate for the purpose of swearing to their accounts on next Thursday, the 20th of July, at 1 o'clock, in the council chamber, where Mr Ary Gerritse and Mr Richard Pritty, commissaries, and the schout will be present to administer the oath. The administrators are likewise authorized to make up the account and to pay each person *pro rata.*

Tewis Abrahamse,[2] appearing in court, says that Evert Cornelise, soldier, last spring promised to help him in the work of planting, for which he was to deduct one half [of the pay] from Shutt's account [3] and pay the other half, and that he now,

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[1] A soldier of the garrison of Albany, who was killed by an Indian. See *Minutes of the Court of Albany, Rensselaerswyck and Schenectady,* 1:326–28.

[2] Mattheus Abrahamsen van Deusen.

[3] Apparently referring to Evert Cornelise's account, the word *Shutt* being used in the sense of *schutter,* or soldier.

at present, is in the employ of Jurian Teunise, [90] where Tewis Abramse found him today. He promised to help him, but Jurian aforesaid prevented him, whereby he suffers great loss.

The honorable court order Evert aforesaid to fulfil his promise, if he did promise to do so, or otherwise to guard himself against loss.

After deliberation it is decided and resolved that all persons who come up the river to trade or sell here in this place by the small measure shall pay a certain sum for the support of this place, in proportion to the merchandise which they bring with them, at the discretion of their honors.

Whereas election time approaches, the honorable court, pursuant to the order of the right honorable governor general, have nominated the following commissaries, whose names will be presented to his honor to make a selection therefrom:

Andries Teller
Dirk Wessells
Cornelis van Dyck
Marte Crigier

[91] Extraordinary session held in Albany, on the 20th of July

Present:

Ab. Staas
Ary Gerritse
Rich. Pritty
Marte Gerritse
Pieter Winne
Mr Siston, sheriff

Sergeant Thom. Sherp,[1] plaintiff, against Jan Hendrick Bruyn, defendant.

The plaintiff hands in a declaration showing that last April he attached 2 hogsheads of French wine of the defendant's which had been brought up the river in the sloop *Hester*, belonging to Claes Lock, and not found on the manifest, but at the defend-

[1] Thomas Sharp. *Early Records of Albany*, 1:127.

ant's request he let him keep the wine and accepted his bond in the amount of £20 sterling that he would produce the aforesaid wine if it should be requested. Therefore, he concludes that the wine is confiscated for the use of his Majesty, it being contrary to the act of Parliament.

The defendant answers that he entered the said wine at his Majesty's customhouse at New York and that it is the clerk's fault, according to Capt. Dyer's letter to the plaintiff.

The honorable court, having considered the matter, grant the defendant, Jan Bruyn, three weeks' time to clear himself of the aforesaid charge through his honor the governor general and, if not, he shall be held to deliver the wine, or the value thereof, to the plaintiff according to the contents of the bond.

[92] Present:

Mr Adr. Gerritse
Rich. Pritty
Mr Siston, sheriff

Here follow the names of those who have sworn to their accounts submitted by them against Jan Stuart, this 20th day of July 1676, in Albany.

Stoffell Janse Abell
Barendt de Mulenaar[1]
Melgert Wynantse
Jan Becker
Storm van der Zee
Evert Janse
Ysaak Verplanke
The wife of Pr. Bont
Marte Crigier
Luyda de Meyer[2]
Hend. Cuyler
Ryckie Staas

Note. The bond of Jan Hend. van Baal was produced and amounted to 352:18 beavers, to be paid in beavers of 1½ lbs., or light beavers, with interest at 10%.

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[1] Barendt, the miller, meaning Barent Pietersen Coeymans.

[2] Lidia de Meyer, the wife of Nicholas de Meyer. *Early Records of Albany*, 2:82.

Arnout Cornelise
John Conell
Geertruy Vosburgh
Mr Rich. Pritty
Jan Othoudt

Pr. Soo Gemackelyck sends word by Mr Ary that it is beneath his dignity to take the oath. The sum amounts to fl. 126:12 in seawan.

[93] By the Governour

Whereas I am Informed that there are in this Place severall distillers of Grain which haveing Prooveing and been off soo badd Consequence and Prejudice, to severall other Pairts, Particularly delawarr, I doe therefore in his Majs. name, strickly Prohibite ye distilling, off any grain, for the makeing of any strong waters, whatever upon Penalty, off forfeiteing all such stills, and waters found, and a hundred gilders bevr. for every offence, one third to the King, one third to the toune, and one third to the officer, and in case of the officers Neglect, Connivance, or Composition, himself on Prooff to pay the whole fine half to the King and half to the toune, off which all Persons are to take notice at there Perrills, for default. This order to be in force for one whole Year. Given under my hand in Albany this 5th July 1676

Sic subscribitur

E. Andross

To the Magistrates to be
forthwith Published
and Putt in execution

Ordinance

The honorable commissaries of Albany, colony of Renselaerswyck, etc., to all those who shall see these or hear them read, Greeting! Know ye that by order of the Right Honorable Governor General E. Andross:

[94] 1 No one, whoever he may be, shall be allowed to trade or barter with the Indians by the small measure or in any way

whatever, unless he be a burgher and free person. Likewise, that no one shall be allowed to trade habitually in more than one house or at one place.

2 It is also expressly ordered that no new streets shall be laid out or new houses shall be erected until such time as all empty and vacant spaces in the old streets have been completely occupied and built upon. Also, that no houses shall be erected before the corner houses [have been built]; and in case the owners of some lots do not wish to build, nor will allow others to do so at a reasonable price, especially when needed, all such vacant or empty places in the aforesaid old streets shall by order of the magistrates be appraised by impartial men and be allotted to such suitable persons as apply therefor, provided they pay the amount of the appraisal to the owners, in which case they shall be held to build upon them at once, without delay.

3 All new buildings fronting on the street shall be substantial dwelling houses, not less than 2 rooms deep[1] and not less than 18 feet wide, being built in front on the street of brick or quarry stone and covered with tiles, the commissaries intending and desiring that this provision be strictly observed and ordering the sheriff to keep an eye thereon and to fine those who violate the same according to the exigency of the case.

Thus done and passed at the session of the aforesaid honorable commissaries of Albany, this 5th of July 1676.

[95] Extraordinary session held in Albany, August 4, 1676

Present:

Major A^m^. Staas
Phil. Schuyler
Ad. Gerritse
Rich. Pritty
Mr Siston, sheriff

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[1] *niet minder als 2 kamers in't vierkant;* literally, not less than 2 rooms square.

Mrs Maria Teller, wife of Mr Wm. Teller, appearing in court, produces a petition presented by her to the governor general, dated July 19, 1676, whereby she admits that her negress committed fornication and falsely accused the person of Anthony Lespinard, and that she justly deserves the punishment according to the sentence; and whereby she promised to give security that her negress would comply with the remaining part of the sentence to the complete satisfaction of the judge and the injured party, praying therefore that it might please his honor graciously to pardon the aforesaid negress and to release her from prison and all further proceedings. Whereupon the following apostil was granted by the governor general: "Granted as requested and entirely freed, provided the court of Albany is satisfied."

The negress Mary appearing in court, in the presence of Anthony Lespinard, she confesses and admits that she falsely accused him and prays for forgiveness, wherewith Anth°. Lespinard declares himself satisfied.

The honorable court, considering one thing and another, as well as the apostil of the right hon. governor general, dated July 19, 1676, grant pardon and mercy.

[96] Ordinance

The honorable commissaries of Albany, colony of Renselaerswyck, Schaenhechtady and the dependencies thereof, to all those who shall see these or hear them read, Greeting!

Whereas there are several persons who come up the river to trade and sell in this city by the small measure, and this in the best trading season, without their paying any charges, imposts, taxes or assessments for the maintenance and support of this place, which tends to the great prejudice and loss of our burghers and freemen, we hereby expressly forbid all persons who come up here to trade and who are not burghers to sell by the small measure before they have given notice thereof to the commissaries, whereupon they are to pay a certain sum of money for the support of the place *pro rata* to the merchandise which they bring

with them, at the discretion of their honors. To which end every one is to govern himself accordingly without hereafter pretending ignorance hereof, under penalty of 100 gl. in seawan for the first offense, 200 gl. for the second offense and 300 gl. for the third offense, one-third to be applied for the benefit of the king, one-third for the city and one-third for the officer. The sheriff, therefore, is ordered to see that this is strictly enforced. Thus done in Albany, at the session of their honors, this 7th day of August, 1676.

God bless the King!

[97] Ordinary session held in Albany, August 15, 1676

Present:

All the commissaries, except Marte Gerritse.

Ludovicus Cobes, plaintiff, against Jan Cornelise Vyselaar, defendant.

The plaintiff demands of the defendant by balance of account the sum of fl. 44 in seawan, or fl. 14:13 in beavers.

No appearance on the part of the defendant.

The honorable court order the defendant to pay the plaintiff according to valid account within the space of 14 days, *cum expensis.*

Idem, against Volkert Janse, defendant.

The plaintiff demands of the defendant 156 gl. in seawan by balance of account.

No appearance on the part of the defendant.

The honorable court order the defendant to pay the plaintiff according to valid account within the space of 14 days, *cum expensis.*

Susanna Beekman, plaintiff, against Harme Janse, *Lyndrayer*,[1] defendant.

The plaintiff demands of the defendant the sum of 6 beavers for wages earned by her son.

No appearance on the part of the defendant.

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[1] Harmen Jansen, rope maker.

The honorable court condemn the defendant to pay the 6 beavers demanded to the plaintiff within the space of 14 days, *cum expensis.*

[98] Jacob Tyse van der Heyden, plaintiff, against Jan Conell, defendant.

The plaintiff requests that the defendant may be ordered to render him an account, in order to arrive at a settlement, as there is money due to him by the defendant.

The defendant answers that he will show him his book at any time and settle accounts accordingly.

The honorable court, having heard the parties on both sides, authorize Schout Swart and Mr Ary van Ilpendam to examine the account and the parties are ordered to pay each other according to their decision within the space of 14 days, *cum expensis.*

Maria Lookermans, widow of Pr. van Ale, deceased, plaintiff, against Ro. Sanders, defendant.

The plaintiff demands of the defendant the sum of 33 beavers, which she finds entered as unpaid in her deceased husband's book, admitting however that her husband received 10 or 12 beavers on account, which are not entered on the credit side of the account.

The defendant denies the debt, saying that he paid her husband in full, wihch he offers to confirm by oath.

The honorable court put over the case until the next court day to let the defendant think it over.

Pieter Winne, plaintiff, against Albert Andriese, defendant.

The plaintiff complains about the great trespass committed by the defendant on his land in burning down his fence and making his fence insecure on account of the water current in the [99] kill.[1] He also requests that he may have the use of the land of which the defendant has taken possession.

No appearance on the part of the defendant.

The honorable court, having considered the matter, hereby

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[1] *en maken zyn heyning onvry van weegen de Water stroom in de kill.* Pieter Winne had a farm in Bethlehem and a sawmill on the Bethlehem's kill. See *Early Records of Albany*, 1:171.

expressly forbid the defendant to trespass on the plaintiff's land, or to plant on that side of the Binnen Kill where Pieter Winne's land lies, as we are informed that the Binnen Kill is the true boundary between the parties. As to what the defendant has planted there, the parties shall each enjoy one-half of the crop, and if the defendant commits further trespass there he shall forfeit the sum of 60 gl. in seawan to the officer and he is hereby condemned to pay the costs of these proceedings.

Matheus Abrahamse, plaintiff, against Evert Cornelise, soldier, defendant.

The plaintiff's wife, appearing in court, demands of the defendant the sum of 30 gl. 16 st. in beavers and 5 gl. in seawan, as well as the costs incurred.

The defendant admits the debt and says that he is ready to pay her as soon as she returns his goods which she has in her custody.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the aforesaid sums to the plaintiff within the space of 14 days, with costs, and order the plaintiff to return the defendant's alleged goods.

Mr Siston, sheriff, plaintiff, against Isaak Verplanken, defendant.

The plaintiff demands of the defendant the fine of 25 gl. in seawan for having fought with a soldier.

The defendant answers that he only defended himself.

[100] The honorable court, having considered the matter, find that the defendant acted on the defensive, but not on the offensive. They therefore order him to pay the sum of 10 gl. to the officer, *cum expensis.*

Idem, against Tryntie Melkers, midwife, defendant.

Case according to preceding minutes. The plaintiff persists in his previous complaint that the defendant has acted unlawfully in administering the oath to Marritie Jacobse in childbirth, alleging that it was not done in proper form; also, that she did not follow the rules of the defense in omitting to file her report in the matter aforesaid with the court. He therefore concludes

that she can no longer hold that office, but ought to be suspended and pay a fine of 200 gl. in seawan.

The defendant submits a written declaration, whereby she declares that she acted lawfully and in good faith in the matter aforesaid and produces three affidavits, confirming this.

Dirk Wessells, constable, appearing in court, says and declares that he expressly ordered the defendant to make her report in the matter aforesaid to the court.

The honorable court, having heard the parties on both sides and duly considered everything bearing on the subject, find the defendant delinquent in not filing her report with the court, notwithstanding she was strictly ordered to do so by the constable. They therefore condemn her [101] to pay a fine of 50 gl. in seawan for the officer and the costs of these proceedings. Further, the plaintiff is expressly ordered hereafter in similar cases to get a form or regulation of such oath from the secretary here and to follow the same faithfully.

Idem, against Engeltie Slingerlant, defendant.

The plaintiff demands a fine according to the ordinance for having brought Indians from Penniman's house to her house, below on the Pleyn,[1] which James Penniman confirms.

The defendant answers that she did not fetch the Indians from Penniman's house, but that the Indians came to her house on the hill, and as there were no goods there that were serviceable to them, she brought them to her dwelling house here below.

The honorable court put over the case to the next court day.

Idem, against Hendrick Lansing and the wife of Jan Vinnagell, defendants.

The plaintiff demands of the defendants a fine according to the ordinance for having called the Indians to come into their houses, which hè undertakes to prove by the court messenger and Dirk, the Noorman.

The honorable court put over the case to the next court day and order the two witnesses to appear *viva voce*.

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[1] The plain, or esplanade of the fort.

Harme Janse, farmer, appearing in court, complains that he is still suffering great loss and damage to his grain by the cattle of Annetie Lievens, the widow of Goose Gerritse, deceased, which he proves by Andries Hanse. He also presents a petition praying that he may take the cattle of the aforesaid widow to Albany to the sheriff in case he again finds them in his grain.

[102] Sybrant van Schayk, appearing in court, produces an affidavit of Roeloff Gerritse whereby he attests that he has seen the cattle and the dry stock (*Guste goet*) of Broeder [1] on this side of the neighbors on Greene island[2] in the oats of Harme aforesaid, and that there were no cows of the widow aforesaid among them.

The honorable court refer to their preceding judgment in the matter dated the 6th of June last, to wit, that the widow aforesaid shall make a suitable fence to prevent further complaints, or, instead thereof, engage a suitable herder. As to the request of Harme, it is denied, but he may hold the cattle and complain to this court.

Annetie Lievens is condemned to pay the costs.

The administrators of the estate of Jan Stuert,[3] appearing in court, produce an account of the distribution of the estate, being 46¾%, which is approved by their honors. They also request that their honors would be pleased to inquire to whom they should pay the moneys of Anth°. Glass, Robt. Williams and Jan Isaackx, as the first one is dead and the two others have left the country.

The honorable court give for answer that the money which is due to Anth°. Glass from the aforesaid estate shall be paid to Mr Pritty, who paid for his funeral. As to the other two, their honors order them to pay the money to Storm Albertse, who attached the same.

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[1] Cornelis Teunissen van Schlick (Slyck), *alias Broeder*.

[2] *'t Greene Eylandt*, literally, Pine Island.

[3] John Stuart.

[103] Edmund Andross Esqr. Seigneur of Sausmarez, Lieft. and Governour Gen^{ll}. under his Royall Hignesse James Duke of Yorke and Albany &c^{a}. of all his Territories in America.

Upon the Returne of a Nominacon of new Magistrates

By vertue of the Authority derived unto me, I doe hereby in his Maties. name, constitute and appoint yow Capt. Phillip Pieterse Schuyler, M^{r}. Richard Pritty, M^{r}. Andries Teller, M^{r}. Dirk Wessells, M^{r}. Jan Tomason, M^{r}. Martin Gerritse, and M^{r}. Pieter Winnen to be Commissaryes of Albany, Renselaerswyck, & Dependencies, with Power (any foure or more of yow) to keep a Court of Judicature, the first in Nomination to preside, and upon Equality, to have the Casting voyce to Hear and determine all Causes, according to Law, as by the Instructions given yow; And all Persons whom it may Concerne, are Required to give yow that respect and Obedience, due to your Places, in Execution of the Trust Reposed in Yow, ffor which this shall be to yow and every of yow, a sufficient War^{t}. This Commission to be off force, for the space of one whole Year, or till further order. Given under my hand and seale, in N: York, the 11th day of August 1676

Was Signed

E. Andross.

[104] By the Governour

Upon Application of the Magistrates of Albany, I have by the advice of my Counsell and doe hereby allow, That a Taxe or Cotisation of Twelve hundred Guilders beaver per Year, bee Levyed upon the Inhabitants, for the defraying of the Publick Charge there, The same to bee assessed by indifferent Persons, upon every individuall house or family, both off Towne and Colony. Given under my hand in New Yorke this 10th. day of Augst. 1676

Was Signed

E. Andross

To the Commander &
Magistrates at Albany

Extraordinary session in Albany, August 17, 1676

Present:

Capt. Silverster Salisbury, commander
Major Ab. Staas
Capt. Phillip Schuyler
Ad. Gerritse
Rich. Pritty
Marte Gerritse
Pr. Winne
Mr Siston, sheriff

Pursuant to the appointment by the Right Honorable Governor General E. Andross under date of August 11, 1676, Major Abraham Staas and Adriaen Gerritse are released from the oath of office and thanked for their services and for the ensuing year the following persons are chosen and qualified as [105] commissaries of Albany and Renselaerswyck and the dependencies thereof:

Capt. Phillip Pieters Schuyler
Mr Richard Pritty
Mr Andries Teller
Mr Dirk Wessells
Mr Jan Thomase
Mr Martin Gerritse
Mr Pieter Winne

Capt. Salisbury, commander, being especially authorized by his honor to administer the oath to the newly chosen commissaries, which oath reads as follows:

Whereas you are chosen and ordained by the governor, appointed by his Royal Highness the Duke of York, to be commissaries within the jurisdiction of Albany, Renselaerswyck, etc., you swear by the eternal God that you will truly, according to the best of your knowledge, with a good conscience and according to the laws of this government, administer justice fairly and impartially in all matters and to all persons in so far as you are empowered to do so by virtue of your office.

So help you God.

[106] Extraordinary session held in Albany, August 22, 1676
Present:

Mr. Rich[d]. Pretty
And. Teller
Dirk Wessells
Jan Thomase
Marte Gerritse
Pieter Winne
Mr Siston, Sheriff

Domine Nicholaus van Renselaer, plaintiff, against Mr Jacob Leyselaar and Jacob Milburn, defendants.

The plaintiff hands in his documents, but nothing is done in the matter because the defendants say that no action is specified in the warrant, therefore they are not called upon to answer. They therefore request that the plaintiff may be nonsuited and that in the warrant it may be properly specified what charges he is to bring against them, whereupon they will make answer.

The honorable court: *fiat*, nonsuited.

Whereas the honorable court are informed that Jan Roodthayr detains the effects or clothes of Roeloff Janse without having any order or authority to do so, the court order the said Jan Roodthayr immediately to turn over the aforesaid goods to the sheriff, at his peril for default thereof. Done in Albany, August 22, 1676.

[107] By order of the Right Honorable Sir Edmund Andross, Esq., lord of Sainsmarez, lieutenant and governor general under his Royal Highness James, Duke of York and Albany, of all his territories in America, it is resolved and decided to levy a tax or assessment of 1200 gl. in beavers a year to defray the public expenses of this place, and this on every individual house and family of this city and colony, for which the following persons are chosen and authorized by the honorable court of Albany and Renselaerswyck, in order with the constables to assess the said inhabitants according to their consciences and the best of their knowledge, to wit:

Mr Adrian Gerritse
Mr Jacob Schermerhooren
Mr Johannes Provoost
Mr Cor. van Dyck
Hend. van Ness and
Dirk Teunise

Which aforesaid persons are ordered by the honorable court to report to them in writing the aforesaid assessment within the space of 3 days. Thus done at the session of the honorable court this 22d day of August 1676, in Albany.

Below was written: by order of their honors

Ro. Livingston, Secretary

[108] Extraordinary session held in Albany, August 23, 1676.

Present:

Mr Rich^{d}. Pretty
Mr And^{s}. Teller
Jan Thomase
Martin Gerritse
P^{r}. Winne

Domine Nicolaus van Renselaer, plaintiff, against Mr Jacob Leyselaer and Jacob Milburn, defendants.

The plaintiff says that the defendants have accused him and that on the advice of the court he has had another warrant drawn against the defendants because yesterday his suit remained *in mora*, or otherwise, in English, nonsuited, because the warrant did not specify what was the true motive and reason of the suit. He requests therefore that Notary Lud. Cobes may be admitted as his attorney.

The honorable court: *fiat.*

The president of the court asks the defendants whether they take any exception to any member of the court, to which they answer, No.

The plaintiff states in writing that the defendant, Leyselaer, in derision ventured to boast that he could preach as well as Domine Renselaer, and that in other places he divulged that he

was not orthodox but heterodox in his preaching, whereby his person, studies, preaching and the talents graciously granted to him by God are brought into contempt and the good and [109] faithful hearts of the resident members are disturbed and alienated, he having furthermore misrepresented his sermons, as appears from his glosses, annotation and false memoranda made in church, consisting of some points which the plaintiff challenges and refutes by an affidavit of 12 trustworthy members of this congregation, whereas the defendant has failed to adduce any testimony of witnesses. He further submits that Reynier Schaets, as a member of the church, can not testify against his pastor. Likewise, that Zarah van Borsum, who is a blood relation, is also objectionable and that Damhouder's *Praxis*, in chap. 50 of his criminal procedure, teaches that women who testify may be challenged in criminal proceedings instituted in criminal cases.

As to the accusations and slander of Jacob Milburn, his own witness, Reynier Schaats, invalidates his allegations.

The plaintiff says further that the defendants can not do so with any decency, citing on that subject some passages of the Scriptures, and consequently that it appears therefrom that the passionate words, blasphemies and slander uttered by them are inspired by a hatred conceived against him.

He therefore concludes that the defendants, Leyselaer and Milburn, for the slanderous remarks, glosses, annotations and false accusations regarding the preaching of Domine Nic. v. Renselaer, made by them against his person and the dignity of his office, ought to make honorable and profitable amends; consequently, he requests that their honors may be pleased to examine and compare the documents and the evidence as the crime committed deserves and to render such judgment in the matter as the truth and justice require in a case of slander of a minister of Jesus Christ, begun contrary to the tranquility, peace and harmony of this good congregation, all *cum expensis*.

[110] The defendants request an English translation of the plaintiff's declaration, to serve them when the occasion presents itself.

The honorable court: *fiat*, and it was read to them immediately.

Mr Jacob Milburn states and submits that it is a matter of grave importance with which they are charged and that it not only renders them suspect before men, but that their conscience, soul and salvation depend upon it. He therefore requests that Domine Renselaer give security in the sum of £1000 sterling, declaring that he [Milburn] has that much in his possession, in order that he may be compelled to make good his accusation.

Mr Jacob Leyselaer, for the reason aforesaid, likewise demands of the plaintiff security in the sum of £5000 sterling and offers to swear that his person and capital are worth that much.

The plaintiff's attorney in reply requests that the case may be brought to a definite conclusion.

The defendant, Leyselaer, says that they are not ready to plead the case and that they do not know why they have been summoned here.

The plaintiff's attorney answers that Leyselaer knew better, because he has appeared about the same matter before the consistory.

The honorable court, having heard the parties, order the plaintiff to give sufficient security in the sum of £1500 sterling, to wit, £1000 for Leyselaer and £500 for Milburn, to the [111] end that he may make good his accusation and charge against the defendants.

On this day, the 24th of August 1676, before Mr Rich. Pretty and Andries Teller, commissaries, and Sheriff Siston appeared the following persons, viz:

Ger. Swart	Hen. Rooseboom	Myndt. Harmense
Stoffel Janse Abeel	Luycas Gerritse	Robt. Sanderse
Claes Ripse van Dam	Storm v. der Zee	Hendk. Lansingh
	Jan Vinhaegen	Jan Byvank
	Dirk Wessells	

who confirmed their affidavit given to Domine Renselaer by oath.

Extraordinary session held in Albany, August 25, 1676

Present:

Mr Rich[d]. Pretty
And[s]. Teller
Jan Thomase
Marte Gerritse
P[r]. Winne
Mr Siston, sheriff

Domine Nic. van Renselaer, plaintiff, against Mr Jacob Leyselaer and Mr Jacob Milburn, defendants.

The honorable court ask the plaintiff whether according to their order he has given security, whereupon his attorney, Lud. Cobes, produces a writing whereby C: Phillip Schuyler binds himself as surety and principal for Dom. Renselaer in the sum of £1500 sterling, which obligation in such a case is declared insufficient. He is therefore ordered to have two sufficient sureties sign [the bond] at the secretary's office.

The plaintiff agrees to do this in the afternoon and requests through his attorney that the commissaries may be pleased to hold an extraordinary session on the morrow, which is granted.

[112] In the afternoon Dom. Renselaer sent the following communication to the court by the court messenger, Parker:

To the Honorable Commissaries of Albany

Honorable Gentlemen:

I have changed my mind about complying with the judgment and order requiring me to give security in the sum of £1500 sterling. This is truly a matter of no small moment, wherein I find myself in the highest degree aggrieved and regarding which I have presented my written answer, complaint and conclusion at various extraordinary sessions called for that purpose, but I consider that the legal delays to which I am subjected are such as I have never heard of in my life, the case being adjourned from one day to the other, until at last I am only made the laughing stock of every one. And whereas I am advised by my attorney that many objections are raised or presented to your honorable court by the parties on the other side, whereby the said

attorney is considerably hampered in attending to the main issue and seeing that I must urge, promote and take hold of this matter in another manner, I shall be obliged (in case your honors are not pleased to make any change in the bond demanded) to appeal to and seek redress from the right honorable governor general, to whom I shall submit my complaints about unreasonable demands and delays.

Was signed: Your honors' good and faithful friend
and minister of Jesus Christ
Nicolaes van Renselaer

[113] This day, the 26th of August 1676

Their honors, having seen and read the complaint and threat of Dom. Renselaer, give the following answer:

1 Although he has changed his mind, their honors are steadfast in their opinion. As to what has been ordered by their honors in the matter of the bond of £1500 sterling, this must be complied with before any further hearing of the case can take place.

2 As to the unheard of delays mentioned by him to which he is said to have been subjected, their honors desire and order him to state who has imposed those terms upon him and what those terms may be.

3 If any objections have been presented to this court by the opposite parties, he should have complained about them.

4 And as to his stating that he intends to tackle the matter in another way and to seek redress from his honor, he can do as he pleases, provided it is not contrary to the law and customs and privileges of this place. Done in Albany, on the date above written.

Extraordinary session held in Albany, August 29, 1676

Present:

Mr Pritty
Mr Andᵉ. Teller
Jan Thomase .
Pr. Winne
Mr Siston, sheriff

Mr Jacob Milburn and Mr Leyselaer request that Dom. Renselaer may be ordered to satisfy the judgment dated the 23d of this month as to giving security, alleging that a judgment which remains unexecuted is like a body without a soul, requesting that immediately a warrant may be issued to satisfy the aforesaid judgment, or that otherwise according to the law his person may be taken into custody, [114] since the plaintiff will not revoke or withdraw his action instituted against them, saying that those who are charged with a complaint or indicted are guilty as long as the complaint is not withdrawn. They state further that they have been reconciled with each other in the church, but as Dom. Renselaer refuses to pay the costs, they request that the suit as a whole may proceed.

The honorable court: *fiat*, and they hereby order and authorize the sheriff immediately to execute the judgment of the 23d of this month.

Mr Leyselaer and Mr Milburn, appearing in court, declare once more that Dom. Renselaer has instituted a serious suit or action against them, as appears from the records, and whereas they have been reconciled by amicable means and mediation, they request to know whether Dom. Renselaer is willing to revoke or withdraw his action and to pay all the costs, or not.

Dom. Renselaer, being also present, declares that by virtue of the aforesaid reconciliation brought about by arbitrators he revokes and annuls the aforesaid action, but that he refuses to pay all the costs.

Messrs Leyselaer and Milburn do not consider that they are liable for the costs and prefer to leave the case intact.

[115] Dom. Renselaer, after having deliberated upon it for a while, refuses to pay the costs.

Leyselaer and Milburn immediately request that the judgment of the 23d instant may be put in execution, especially as regards the giving of security, and that the sheriff may be authorized to do so.

Dom. Renselaer refers the question as to the costs to the honorable councilors or to arbitrators.

The honorable court, having heard the parties, order the sheriff to proceed in the matter as to the bond imposed on and required of Dom. Renselaer.

Dom. Rensselaer, appearing in court, is asked why he said that he had the warrant drawn with the advice of the court on the 23d of August. He answers that he interprets the word advice only as far as the manner in which he was to have the warrant drawn, and that he intended in no wise that he had taken any other advice against his opponents and that the honorable commissaries had answered that the warrant must be drawn in the usual form.

[116] At a Counsell held in New:York the 28th. day of July & the 4th. day of August 1676

Sweer Teunise Complaynt.

Jan Gerritz van Marken Deft.

Whereas the Complaynant commenced his suite against the defendt. for Reparacon of his good name &ca. at a Court held at Albany on the 6th. of may Last, where the Jury found, That the Petionr. had taken no good oath, And the Court approoved of the opinion of the Jury, soo Concluded he had taken a false oath, & declared him uncapable of dischargeing the office of a Commissary; From which hard Sentence, The Complaynant appeald to ye Governr. and Councell here

Upon a full hearing of the Partyes & examining all Papers, relateing to the Case; It is unanimously Resolved, and ordered, by the Governr. and Councell That the Proceedings of the Corts. above in this matter, were Irregular, & Illegall (Therefore voyd) and doe acquitt the Complaint. of the Crime and Imputacon of being foresworne So yt the said Complaynt. is to Remaine and act in his Employment of Commissary at Schinnechtady as formerly; and ye Defendt. to pay all Costs.

By order of the Govr. in Counsell

Matthias Nicolls, Secry

Recorded by order of the Court this 29th. of Augst. 1676

Ro: Livingston, Secr.

[117] Extraordinary session held in Albany, September 2, 1676

Present:

Mr Rich[d]. Pretty
And[s]. Teller
Jan Thomase
P[r]. Winne
Marte Gerritse
Mr Siston, sheriff

Mr Milburn and Mr Leyselaer, appearing in court, complain that they have been dragged from court to court, contrary to their good reputation and all honor and respect due to them, which is the reason that they can no longer refrain from proffering their complaints, of which Dom. Renselaer is *causa movens*, having instituted a serious action against them and afterwards withdrawn and annulled the same, as appears from the minutes, invoking in their defense the law of defamation, etc., especially because the domine accuses them:

First, of false glosses, which is no offense and hence not actionable.

2 Of annotations, which any one is free to make in church.

3 Of false testimony, which they say they have never given nor sworn to.

4 Of defamation, which they also deny having committed, as they trusted that he had misspoken himself and could never have been of that opinion.

5 Of blasphemy, which is of a higher order than a domine can pretend to.

So that in this case there is no ground for action to be found which he has proved. They therefore request that he may be condemned according to law, referring also to the law of barretry or trouble making. They also say that he has not satisfied the first judgment as to giving security, which constitutes a contempt or derogation of the court. They therefore request, inasmuch as he has withdrawn his action, [118] that he may be put upon

his good behavior and be condemnded to pay all costs and damages.

Dom. Renselaer, being summoned to court, is asked whether he persists in the memorial presented by him, dated August 26th. He answers that he will offer two sufficient sureties for his appeal and the judgment.

Mr Milburn and Leyselaer answer that Dom. Renselaer must give security for the prosecution of the case and request judgment against his person according to his confession, alleging that they have been put off from day to day. They request final judgment in the case and, the court being in session,[1] they repeat their former demand and request that the plaintiff be nonsuited, because he has withdrawn his action and agreed to give security, alleging further that no person can appeal without a judgment.

The domine being asked again upon what basis and for what reason he appeals, he answers, because they have broken the peace made between them by arbitrators and solemnized by the shaking of hands before their honors and that the putting in execution of the judgment of August 23d has given him reason to appeal from the said judgment, saying that the sureties for the said appeal are ready.

Mr Leyselaer and Milburn request justice and to be acknowledged not guilty of the charges made against them according to the records, or otherwise to be punished.

The honorable court, having heard the parties on both sides, dismiss the complaint of Mr Milburn and [119] Monsr. Leyselaer and refer them to their previous answer of the 26th instant sent to Dom. Renselaer, stating that no decision in the matter can be made until the domine give security, which he has refused to do, and that he is already confined in his house. But inasmuch as he requests permission to appeal from the said judgment, the honorable court grant the aforesaid Renselaer permission to appeal to the right honorable governor general and council, provided he give sufficient security for the judgment and costs, according to law.

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[1] *de wett open zynde.*

Before me, Ro. Livingston, secretary of Albany, colony of Renselaerswyck and Shinnechtady, appeared Dom. Nicolaus van Renselaer, who declared that he appealed to the right honorable governor general and council from a certain judgment pronounced against him by the honorable court of Albany on August 23, 1676, and that, in accordance with the judgment rendered by their honors on the 2d instant in the case between him and Mr Milburn and Mr Leysler, he hereby binds as security for the satisfaction of the judgment his person and property as also the persons of Mr Gerrit van Slichtenhorst and Mr Cornelis van Dyck, each *in solido* and as principal, together with their property, real and personal, present and future, without exception, submitting the same to the control of all courts and judges. Done in Albany, this 4th day of September 1676.

Nicolaus van Rensselaer, Pastor
Gerrit van Slichtenhorst
Cornelis van Dyck

Acknowledged before me,
Ro. Livingston, Secretary

[120] Ordinary session held in Albany, September 5, 1676

Present:

Capt. Phil. Schuyler
Rich^{d}. Pretty
And^{s}. Teller
Dirk Wessells
J. Thomase
Michel Siston, sheriff

Mr Richard Pretty says that he has had attached 126 gl. in seawan in the hands of Robt. Story, belonging to W^{m}. Nottingham, on account of excise money due, and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

P^{r}. Vosburg, plaintiff, against Jan Thyse, defendant.

The plaintiff complains of assault and battery committed by the defendant on the person of his brother in his own barn, as

appears by affidavit. He requests public reparation for the aforesaid assault.

The defendant answers that the aforesaid boy chased the cattle, as seen by his wife. Also, that the plaintiff's fence is insufficient, and he confesses that he gave the boy a slap.

The honorable court finds that the defendant is guilty of having beaten the aforesaid youth, for which he is to satisfy the sheriff. As to the fence, they authorize Jan, the weaver, and Jacob Janse Gardinier, as referees, to inspect the aforesaid fence and present a written report in the matter. They condemn the defendant to pay the costs of the proceedings.

[121] W^m^. Loveridge, plaintiff, against Harme Bastiaense, defendant.

The plaintiff demands of the defendant 5 beavers and 10 gl. in seawan according to his account.

The defendant admits the debt.

The honorable court condemn the defendant to pay the plaintiff the acknowledged debt within the space of 14 days, *cum expensis*, deducting 6 gl. in seawan paid on account.

Capt. Volkert Janse, plaintiff, against Ludovicus Cobes, defendant.

The plaintiff says that the defendant on the last court day obtained a judgment against him and that he has a counter claim.

The defendant answers that he disagreed with the plaintiff in general about all claims and defers the oath pertaining thereto to the plaintiff.

The plaintiff in reply says that the matter and claim concern Harme Rutgers also, and that he therefore can not agree, but is willing to submit the matter to referees.

The honorable court, having heard the parties, refer them to the previous judgment which is to have its full force and effect. As to the question of the account, they request and authorize Mr Johannes Provoost and Mr Crigier to examine the account of both sides and to satisfy the parties, if possible. In case of failure, they are to report to the honorable court, who will then dispose of the matter at issue.

Dowe Aukes, plaintiff, against Dirk Bensing, defendant.

[122] The plaintiff presents an extract from the court minutes dated July 4th, showing that he was to recover the sum of 194 boards, with costs, from the defendant and Jan Sanderse, in the matter of the purchase of a horse, for which they signed as sureties and principals.

Default of the defendant.

The honorable court condemn the defendant to pay the aforesaid 194 boards to the plaintiff within the space of 14 days, *cum expensis.*

John Harris, plaintiff, against Harme Janse, defendant.

The plaintiff demands of the defendant 9 gl. in seawan for a pair of gloves.

Default of the defendant.

The honorable court condemn the defendant to pay the sum demanded to the plaintiff within the space of 14 days, *cum expensis.*

Pr. Lassing, plaintiff, against Dirk Hesselingh, defendant.

The plaintiff demands of the defendant 3 beavers for a hog.

Default of the defendant.

The honorable court condemn the defendant to pay the aforesaid 3 beavers to the plaintiff within the space of 14 days, *cum expensis.*

Jan Rotterdam, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant 186 boards and 4 stivers, according to his account.

The defendant admits the debt and says that he offered to make payment at the mill.

The plaintiff replies that he must draw one-half of the aforesaid boards from the mill.

The honorable court condemn the defendant to deliver the aforesaid boards to the plaintiff within the space of 14 days, *cum expensis.*

[123] Jonas Volkertz, plaintiff, against Claes Janse Cuyper,[1] defendant.

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[1] Claes Janse, the cooper.

The plaintiff demands of the defendant 7 beavers for a horse sold to him.

The defendant admits that he bought a horse from the plaintiff for 7 beavers, but says that he could pay the same in grain and seawan at beavers' price.

The plaintiff denies this and says that he stipulated 7 beavers absolutely.

The honorable court condemn the defendant to pay to the plaintiff 7 merchantable beavers within the space of 14 days, *cum expensis.*

John Hammell,[1] plaintiff, against Harme Bastiaense, defendant.

The plaintiff presents a contract dated July 3d showing that the defendant's son named Fred[k]. was bound to him for a period of four years, and the same having been detained, he requests fulfilment of the contract.

The defendant says that the boy is not able to work on account of an accident to his arm.

The plaintiff declares himself satisfied with his work.

The honorable court consider the contract valid, order the defendant to observe the same punctually, and condemn him to pay the costs of the proceedings.

Idem, plaintiff, against Gerrit Goosense van Shayck, defendant.

The plaintiff says that he sold a chest to a soldier who worked for him [the defendant], for which he agreed to pay in the name of the said soldier the sum of 18 gl. in seawan.

[124] The defendant answers that he gave his word only conditionally, to wit, when there was money due to the said soldier.

The plaintiff replies that the defendant absolutely agreed to pay.

The defendant admits that he has paid some money to the soldier since he made the promise, because he troubled him about it.

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[1] Elsewhere called Jan Hammill, or Hamill.

The honorable court adjudge that the plaintiff is to take an oath that the defendant absolutely agreed to pay and that he shall then receive the money, *cum expensis.*

Dirk Wessells and Gerrit Swart, as attorneys for 10 members of the congregation, against Domine Gideon Schaets, defendant.

The parties having been asked by the honorable court whether they are satisfied to have judgment pronounced by three commissaries, inasmuch as the bench is not complete, Domine Schaets says that he is not satisfied without a complete court.

Michel Siston, sheriff, plaintiff, against Tierk Harmense and Wynant Gerritse, defendants.

The plaintiff demands of the defendant a fine for having quarreled and fought at the house of Storm.

Defendant Tierk admits that he fought and that it was seen by the sheriff, and Wynant produces an account of what happened whereby he seeks to excuse himself.

The honorable court condemn [125] the defendants to pay to the plaintiff a fine according to the ordinance, *cum expensis.*

Idem, plaintiff, against Barendt the Noorman, Susanna Beekman, the wife of Lambert van Valkenburg and her daughter, and Anne Ketel for her two daughters, defendants.

The plaintiff demands of the defendants the fine according to the ordinance for having sent their children contrary to the ordinance to the Indian houses.

The honorable court condemn the defendants jointly and severally to pay the fine according to the ordinance, *cum expensis.*

Maria Lokermans, plaintiff, against Robt. Sanders, defendant.

Case according to the preceding minutes.

The plaintiff persists in her former demand.

The defendant answers that he paid her husband, deceased, the full amount and offers to confirm this by oath.

The plaintiff requests to know in what specie and at what time.

The defendant answers that he paid some time ago in the fall, but does not know in what specie, and takes an oath, being therefore released from the plaintiff's demand.

Capt. Hans Hendrickse and Mynd[t]. Frederickse, appearing in court, request that they may build their house on the line, opposite Capt. Schuyler's lot on the hill.

The honorable court: *fiat.*

[126] Jacob Tyse complains that Jan Conell neglects to satisfy the judgment of the 15th of August.

The honorable court order that notice shall be served on Jan Conell three several times, after which return is to be made to the court.

Jan Becker presents a petition praying a reduction of his excise.

The honorable court grant the following apostil:

The honorable court, having taken the petitioner's request into consideration, grant him a reduction of 30 gl., he to pay the remainder and arrears of the excise money within the space of 14 days on pain of execution. Done at the session of the aforesaid honorable commissaries on the 5th of September 1676 in Albany.

Johannes Provoost and Johannes Wendell, having been chosen by the honorable court as constables to perform the functions of the said office for the space of one year, together with Marte Crygier, former constable, take the oath.

The honorable court hereby order and authorize the sheriff, Mr Siston, and Ro. Livingston, secretary and receiver, to collect the present newly laid tax, together with the arrears of the last tax, within the space of 4 days within this place, and as to the colony within the space of 14 days, and also to constrain the unwilling by execution.

A petition is presented by Tryntie Janse, requesting that she may be appointed city midwife, together with Tryntie Melkers, offering to serve the poor for nothing, and in case there may be any compensation requesting that she may share the same in proportion with Tryntie Melkers.

[127] The honorable court grant the following apostil: *fiat*, subject to the approval of the right honorable governor general.

Extraordinary session held in Albany, September 26, 1676

Present:

Capt. Sil. Salisbury, commander
Rich. Pretty
And. Teller
J. Thomase
Marte Gerritse
Pr. Winne
Mr Siston, sheriff

A certain written order of the right honorable governor general and council was read at our session concerning and respecting the assessment of the 100th penny for the entire district of Albany, colony of Renselaerswyk, Shaenhechtady, and the places adjacent thereto, reading as follows:

At a Councell held in New Yorke the 3d. day of Septembr. 1676

Upon consideration of the Late Warre of our neighbours, and excessive Charge, to preserve this Government, in Peace, which hath amounted to more then his Royall Highnesse Revenue in this Place

Resolved, That Albany and Esopus, with there Dependencies, doe Contribute towards it; And the hundreth Penny, is thought to be a Reasoneable Proportion.

That they are required to take it into there Pr.sent Consideracon, and to make a Cotization by Indifferent Men (Sworn thereunto) in which they are to observe the former Method, and make a due Returne of ye same to the Governour

By Order of the Governr. in Councell

Matthias Nicolls, Secry

To the Commander at Albany,
& magistrates there, as also of
ye Colony of Renselaerswyck,
Schinnechtady & dependencies.

[128] The honorable court, considering the order of the right honorable governor general and council, have for that purpose chosen the following persons for Albany and the colony of

Renselaerswyck to assess and evaluate the capital of all the inhabitants in order to receive thereof the 100th penny, to wit:
Mr Gerrit v. Slichtenhorst
Mr Adriaen Gerritse
Mr Willem Teller
Mr David Schuyler
Mr Jan Bleycker
Mr Jacob Sanderse
Monsr. Teunis Spitsenbergh
Monsr. Dirk Teunise
Monsr. Hendrik van Ness
With the three constables

Pursuant to a letter from the right honorable governor general, earnestly recommending their honors to use their utmost endeavor as Christian magistrates to smooth over and prevent all harsh feeling, etc. which has arisen between the ministers and some members of the congregation, in order to end all disputes and controversies and also to punish the obstinate and violent persons who will not properly heed their admonition, there appeared before the court the two ministers and the members of the consistory, who for the present could not be reconciled by any friendly admonition or appeal.

Extraordinary session held in Albany, September 27, 1676

Present:

Capt. Salisbury, commander
Mr Pretty
Mr A. Teller
J. Thomase
P^{r}. Winne
Mr Siston, sheriff

Mr Jacob Milburne having been summoned to court there was read to him the warrant from the right honorable governor general, stating that in case the parties in the matter of Dom. Renselaer were not reconciled he must give security in the sum of

£1000 sterling or, in default thereof, surrender himself to the sheriff. He answered that he was willing to obey and to submit himself to the authorities; also, that for the present he could not give any security, offering to place his person voluntarily in the custody of the sheriff.

The honorable court order the sheriff to take charge of the said person and to deliver him at New York, according to the warrant.

[129] Mr Gerrit van Slichtenhorst
Adriaen Gerritse
Willem Teller
David Schuyler
Jan Bleycker
Jacob Sanders
Teunis Spitsenbergh
Hend. van Ness

The aforesaid persons swear by the eternal God that they will assess the capital and property of the inhabitants of Albany, colony of Renselaerswyck and the places adjacent thereto according to the best of their knowledge and their conscience.

Whereas it has been decided and resolved by the honorable governor general and council that the inhabitants of the aforesaid places, owing to the great and excessive expenses incurred by this government in the interest of peace, are to contribute the 100th penny, and this has been approved by their honors and considered to be a reasonable proportion, the following authorization will be given to them:

Whereas it has been decided and resolved by the right honorable governor general and council that the inhabitants of Albany, colony of Renselaerswyck and the dependencies thereof shall contribute toward the great and excessive expenses incurred to keep this government at peace, which have amounted to more than all his Royal Highness' revenues in New York, and the 100th penny has been considered by his honor to be a reasonable proportion;

The honorable court have chosen and authorized, as they hereby do choose and authorize, the following persons, with the constables, to assess the property and capital of the said inhabitants according to the best of their knowledge and their conscience pursuant to their oath, in order to collect the 100th penny from the aforesaid inhabitants, to wit:

Mr Gert. van Slichtenhorst
Mr Adriaen Gerritse
Mr Wm. Teller
Mr David Schuyler
Mr Jan Bleycker
Mr Jacob Sanderse
Mr Teunis Spitsenbergh
Mr Dirk Teunise
Mr Hend. van Ness

Which aforesaid persons are ordered by the court here to report the aforesaid assessment to their honors in writing at the very first opportunity. Thus done in Albany at the session of their honors on the 27th of September 1676.

Was signed:

By order of their honors

Ro. Livingston, Secretary

[130] Extraordinary session held in Albany, September 28, 1676

Present:

Capt. Salisbury, commander
Capt. Thom. DeLavall
Capt. Phil. Schuyler
Rich. Pretty
Ands. Teller
Dirk Wessells
Jan Thomase
Pr. Winne
Marte Gerritse
Mr Siston, sheriff

At the session was read a certain order from the grand council of New York dated September 23, 1676, as follows:

Resolved, That if all parties are willing to stand to the friendly and amicable determinacon made by the Church Officers or Kerken Raat at Albany, and referr ye matter of Charges, (which was ye only obstruction then) to ye Governo^r^ and Councell and persons above, That then they will proceed to a finall Determinacon therein; But if not then a short day shall be appointed for hearing all parties, & taking such further Resolves and order therein as ye Case shall require.[1]

The aforesaid order was read in court to Dom. Renselaer and Mr Milborne and they were asked whether in accordance with the aforesaid order they wished to be friends and to be reconciled with each other and to refer the matter of costs to the governor and council.

Whereupon the parties, being questioned, declared that they were very willing to be reconciled with each other, as they forthwith did by the friendly shaking of hands, all differences being cast into the fire of love and the costs referred as above. Accordingly, by virtue of the aforesaid reconciliation, Mr Milburne was released from his arrest.

[131] Post Meridiem[2]

Dom. Schaats, Dom. Renselaer and some witnesses appearing in court (all the papers in the difference between the 2 above named domines being examined and reviewed) they are, by order of the governor to be reconciled according to Christian duty and love, as it specially becomes such servants of God's word. Whereupon the above named ministers answer, they are willing to be reconciled with all their hearts.

Dom. Schaets declares the twelve men, whom he accused of partiality in a letter to the consistory of New York, to be honor-

[1] Printed in *Doc. Hist. N. Y.*, 3:877.

[2] Printed in *Doc. Hist. N. Y.*, 3:877–79.

able persons, and says that all such occurred foolishly, praying for forgiveness.

Doctor Corn. van Dyck, representing the consistory, complains that Dom. Schaets was twice summoned by the consitory, but has refused to attend their session, in violation of the law of the church.

Dom. Schaats says that he was in the first instance declared partial, because he had rendered in writing his opinion of Dom. Renselaer's preaching, but that this was not done to excite the parties, confessing that he acted very improperly and they likewise.

Whereas various differences have arisen and sprung up between the two ministers, Dom. Schaets charging and accusing Dom. Renselaer of having preached false doctrine and Dom. Renselaer in his reply asserting this to be a false lie, Dom. Schaets was ordered to prove the same. He immediately went to get a little book, containing various old annotations, which are neither accepted nor received in evidence by the honorable court.

[132] The honorable court ask the parties if they will leave and refer their differences and disputes to their honors' decision, to which they answered, Yes.

Thereupon, it is unanimously and by plurality of votes resolved by the honorable court that the parties are to forget [their differences] and to forgive each other as it behooves ministers of the Reformed religion to do; also that all former differences, ecclesiastical contentions, disagreements and provocations shall be cast into the fire of love, a perpetual silence and forbearance being imposed on each of them respectively and they to live together like brothers, as an example to the worthy congregation, for the promotion of the Reformed religion and further for the sublation and removal of all scandal. And in case hereafter any disputes should happen to arise or occur between them, they shall seek redress from the consistory, to be heard there, but the parties not being satisfied with their decision, the consistory shall make known to the governor who is at fault, who shall then be punished according to the exigency of the case.

Therefore, every one is warned not to repeat or to bring up again the above differences or disputes, under such penalty as the honorable court shall see fit to impose.

Ordinary session held in Albany, October 3, 1676

Present:

Capt. Phillip Schuyler
Rich. Pretty
Dirk Wessells
Jan Thomase
Marte Gerritse
Pr. Winne
Mr Siston, sheriff

Claes Willemse, plaintiff, against Lowies Cobes, defendant

[133] The plaintiff complains that the defendant with his horse, in spite of its attachment, went to Shinnechtady, presenting as proof an affidavit by two trustworthy persons. He claims the expense already incurred or hereafter to be incurred.

The defendant asks for a copy in order to answer in writing on the next court day.

The honorable court: *fiat.*

Mr Gerrit van Slichtenhorst, plaintiff, against Juffrow van Curlaer, defendant.

The plaintiff demands of the defendant, according to a bond dated October 9, 1655, 1239 guilders and 3 stivers, Holland money, because money due in Holland has been assigned to him. He also demands of the defendant, on account of Gerrit van Rees,[1] the sum of 26 beavers and 32 schepels of wheat, which Mees Hoogeboom has agreed to pay; also according to private account 71 gl. in beavers and 8 gl. 16 st. in seawan.

Jan Verbeek, the defendant's attorney, says that the bond does not specify specie, and as to the bond of van Rees and the private account, he has no knowledge thereof.

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[1] Gerrit Hendricksen van Reys. He signs his name "Gerrit van Rys." *Early Records of Albany*, 3:297–99, 301–5.

The honorable court, having heard the parties, order the plaintiff to furnish the defendant with copies of both bonds and the account, in order to make answer thereto on the next court day.

Wm. Martense, plaintiff, against Capt. Backer, defendant.

Laurence van Ale, appearing in court, says that the plaintiff is sick and demands on his account 125 gl. in seawan for wages earned in bringing cattle up the river in a scow, for which he received an order on Bedlo, which is lost, but has not been paid.

The defendant says that he knows nothing about the debt or the order and that on account of the length of time which has elapsed, it has passed out of his memory.

[134] The honorable court order the defendant to give security for the money and costs before his departure and to bring proof that it is credited in Bedlo's book.

Antho. Lespinard, plaintiff, against Wm. Teller, defendant.

Lowys Cobes, attorney for the plaintiff, produces a written power of attorney stating that the defendant has not kept his house in proper repair, so that he has suffered great damage to his grain; also, that he has taken away from him the stable and other privileges as to the well, etc.; likewise, that he said that he had done so on account of the plaintiff's rascality, requesting therefore reparation for one thing and another.

The defendant denies that such stipulations were made, except that the first year a privilege was granted of his own free will and requests permission to levy the rent consigned to the court.

The honorable court: *fiat*, levying of the aforesaid money, because the plaintiff can not produce sufficient proof as to the house. As to the question of accusing him of rascality, the plaintiff may institute his action on the next court day.

Pr. Vosburgh, plaintiff, against Jan Roothaar, defendant.

The plaintiff demands of the defendant 2½ beavers in wages.

Default of the defendant.

The honorable court condemn the defendant to pay the aforesaid 2½ beavers to the plaintiff, *cum expensis*, within the space of 14 days.

Marritie Dame, plaintiff, against Gerrit Swart, defendant.

[135] The plaintiff demands of the defendant, by virtue of a bond dated October 8, 1675, the sum of 400 gl. in seawan.

The defendant admits the debt, but says that he executed the bond conditionally at the request of her husband in order to have peace with her husband and that he would pay something each year, and he says also that he has a counter claim for compensation for writing.

The honorable court condemn the defendant to pay the 400 gl. in seawan to the plaintiff, *cum expensis*, and to produce his counter claim.

P^r^. Vosburgh, plaintiff, against Jan Tyse, defendant.

Lowys Cobes, attorney, demands of the defendant 3 beavers on account of damage done to his grain by his hogs, producing an affidavit made by fence viewers (*Keurmeesters*) at Kinderhoeck.

The defendant produces an affidavit of three witnesses that other hogs as well as his have been in the said grain, maintaining, therefore, that he is not bound to pay damages.

The honorable court refer them to their previous judgment dated September 5, 1676.

Capt. Backer, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant 350 boards, 52 gl. in beavers, and 355 gl. in seawan, according to his account.

The defendant denies the debt and produces a counter claim showing that there is due to him fl. 216:12 in seawan.

The plaintiff defers the oath to the defendant who takes it immediately.

The honorable court condemn the plaintiff to pay the defendant the difference, being fl. 216:12 in seawan, immediately, *cum expensis*.

Idem, plaintiff, against Jan Janse Bleycker, as attorney for Monsr. Widthardt, defendant.

[136] The plaintiff demands of the defendant two beavers for pasturing a horse.

The defendant answers that he is greatly surprised that the plaintiff has never called upon Monsr. Widthardt to pay while here.

The plaintiff offers to take an oath as to the justice of his claim.

The defendant objects to the oath and says that he will produce other proof, as he does immediately by the journal of Monsr. Widthardt, showing that the said claim has been paid.

The honorable court nonsuit the plaintiff and condemn him to pay the costs of the proceedings.

Wm. Parker, plaintiff, against Capt Baker, defendant.

The plaintiff requests payment of £14 sterling for which he became surety to Mr Pinchon on account of two oxen bought for the defendant and delivered to him, saying that he is dunned about the payment by Mr Timothy Cooper.

The defendant says that he does not owe Mr Pinchon anything and produces a receipt dated October 7, 1667.

Gerrit Teunise declares that he heard Mr Pinchon say that Parker became surety for Backer on account of two oxen.

Jochen Wessells declares that the matter is known to him also and that it is true as Parker says.

The defendant requests two days' time in order to produce clearer proof.

The honorable court: *fiat*, provided he gives bail for his appearance.

A petition is presented by Mr Jan Becker, praying their honors to be pleased to appoint impartial men to decide the question of the excise, agreeing in that case to appoint impartial men also and to abide by their decision.

The honorable court refer to their previous apostil, but in case the petitioner is willing to produce his excise books and take an oath that he comes so much short, he will be reimbursed to that amount, and if not, he must pay the said money within the space of 8 days at the latest.

[137] Ordinary session held in Albany, November 7, 1676

Present:

Capt. Phil. Schuyler
Richard Pretty
Dirk Wessells
And^{s}. Teller
Jan Thomase
Marte Gerritse
Mr Siston, sheriff

Storm van der Zee, plaintiff, against Hendrick Beekman, defendant.

The plaintiff demands of the defendant the sum of fl. 44:8 in seawan for a tavern debt and money advanced to him.

The defendant admits that he owes the plaintiff, but not as much as the plaintiff charges him with.

The plaintiff offers to take an oath, to which the defendant consents, and takes the oath accordingly.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the sum of 44 gl. 8 st. in seawan to the plaintiff within the space of 14 days, *cum expensis*.

Jacob Shermerhooren, plaintiff, against Omy La Granse, defendant.

The plaintiff says that he permitted some Frenchmen (out of pity) to plant land at Schootak on a one-third share, and that Omy took away the cabbages which they had planted at Schootak without his consent. He therefore requests to receive his one-third share. Also, that he advanced to the Frenchmen maize and peas amounting to the sum of 57 gl. Furthermore, he claims of the defendant six days' work.

The defendant answers and says that he acted as interpreter when the agreement was made and that the plaintiff did not stipulate more than the one-third part of the maize.

[138] The honorable court having heard the parties on both sides and duly considered everything, order that the plaintiff is to have a just one-third part of everything that was grown on

his land, both as to the cabbages and the buckwheat. As to the plaintiff's claim of six days' work, the defendant is ordered to deliver to the plaintiff 4 schepels of wheat, *cum expensis.*

Jan Conell, plaintiff, against Hester Funda, defendant.

The plaintiff demands of the defendant 4 schepels of wheat which she should have paid last winter, claiming an advance because the price of grain is less at present.

Default of the defendant.

The honorable court condemn the defendant to pay the 4 schepels of wheat to the plaintiff within the space of 14 days, *cum expensis.*

Anthony Lespinard, plaintiff, against Wm. Teller, defendant.

The plaintiff presents a written declaration requesting reparation of honor because the defendant called him a rascal, referring to Adr. Gerritse and Frank Hardie as witnesses.

Adriaen Gerritse and Frank Hardie deny that they heard it.

The honorable court, having heard the parties, nonsuit the plaintiff and condemn him to pay the cost of the suit.

Lowys Cobes, plaintiff, as schout at Schinnechtady, against the Hollander, defendant.

[139] The plaintiff demands of the defendant a fine of 50 gl. because he has recently fought twice at Schinnechtady.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 25 gl. in seawan by way of fine, *cum expensis.*

Mr Siston, sheriff, plaintiff, against Marcelis Janse, defendant.

The plaintiff says that the defendant behaved improperly at the time of the farming of the burgher excise by cursing and swearing and making threats; likewise, that he has several times affronted the plaintiff.

The defendant says that the honorable commissaries forgave him that time.

The honorable court condemn the defendant to pay the plaintiff the sum of 12 gl. in seawan for the affronts offered to him, *cum expensis.*

Idem, against the wife of Gerrit Ryerse, defendant.

The plaintiff demands a fine because the defendant called to the Indians and took them into her house standing outside the city, which is contrary to the ordinance.

Gerrit Ryerse, appearing in court, offers to take an oath that he has not traded one beaver in his house this year.

The honorable court order the woman herself to appear on the next court day to defend herself.

Marritie Dame, plaintiff, against Mr Jan Thomase, defendant.

The plaintiff demands of the defendant the sum of 270 gl. in seawan.

The defendant acknowledges that he owes the sum of 265 gl. in seawan and promises to pay.

The honorable court order the defendant to pay the plaintiff according to valid account, within the space of 14 days, *cum expensis*.

[140] Mr Siston, sheriff, plaintiff, against Jan Gow, defendant.

The plaintiff demands of the defendant on account of Pr. Meuse the sum of 60 gl. in seawan, with costs, and says that he has attached the money which is due to the defendant from the commissaries.

The defendant says that he owes no more than 50 boards, as shown by the bond, and says that he paid Pr. Meuse for his trouble.

The honorable court declare the attachment valid and refer further to their previous judgment.

Mr Gerrit van Slichtenhorst, plaintiff, against Juffrow Curler, defendant.

Case according to preceding minutes.

The plaintiff persists in his previous demand.

Lowys Cobes, on behalf of Juffrow Curlers, requests delay until the next court day as she is very sick and helpless.

The plaintiff, replying, requests preference [over other credi-

tors] in case the aforesaid Juffrow should come to die before that time.

The honorable court grant the delay and grant the plaintiff the preference from now on, in case Juffrow Corlear should die before the next court day, without prejudice to the right of previous encumbrances or mortgages.

Geertruy Vosburgh, plaintiff, against Jan Thyse, defendant.

The plaintiff says, in the first place, as to the hogs of which Jan Thyse speaks, that it took place in the harvesting of the oats and that it is true that his own hogs destroyed Pr. Vosburgh's grain, as she will prove.

[141] Second, that Jan Thyse takes possession of the *halve maen*[1] in which he has only a one-fourth interest and that the rest was to remain in common for the pasturage of the cattle.

Third, that the defendant has not as much fencing as the others for their parts, since it was said in the beginning that each person was to have an equal amount of fencing, all of which the plaintiff undertakes to prove.

The defendant says that he will prove the contrary.

The case is put over to the next court day in order that the parties may produce their witnesses who are to testify *viva voce*.

Lawrence van Ale produces an order of October 3d whereby Capt. Baker was ordered to give security in the sum of 125 gl. to produce proof that the aforesaid sum was entered as paid in the book of Bedlo, and as he has gone away without complying therewith, he requests that he may have a mortgage on his house as security.

The case is put over by their honors until the arrival of the next yachts, and if no proof arrives, his request will be granted.

Jan Becker presents a petition requesting once more reduction of the excise money.

The honorable court grant the following apostil:

The honorable court, having taken the request of the petitioner into consideration, grant a reduction of 70 gl., making

[1] The Half Moon, the name of a tract of land at Kinderhook.

with the 30 gl. granted before, a total of 100 gl. Done at the session of their honors this 7th day of November 1676.

[142] The Worshipfull Commissaries of Albany, Colony Renselaerswyck &ca. being Informed yt yr are severall Persones in this town who Layes fother in there dwelling houses, which is verry dangerous for fire &a. and Likeways Contrarie to former orders thereanent, There is Likewayes Complaint made to there worships of severall Persones who cutt fire wood in the woods, & Lett it Ly & Rott there, which is likewayes Prejudiciall to ye Inhabitants here, So it is, That there worshipps doe expressly forbidd every Person, ye Laying in off any fother, either Straw, hey, Scheaves, or any thing else, of yt nature in there dwelling houses, where they keep fire, but to Remoove it out of sd. houses in the time of 24 houres upon Penalty of forfeiting 25 gl. Zewt. Toties quoties, and every one is likewayes hereby warned who hath wood cutt in the woods, to bring the same home, every year hereafter before the month of March, Except the[y] cleefe it and Pile it up there, upon Penalty of forfeiting all such wood soe found in the Woods. *Actum* in Albany this 22th. day of Novemb. 1676 [1]

Ordinary session held in Albany, December 5, 1676

Present:

Capt. Salisbury, commander
Capt. P. Schuyler
Rich. Pretty
And. Teller
Dirk Wessells
Marte Gerritse
Pr. Winne
Mr Siston, sheriff

Ro. Livingston, plaintiff, against Jan Conell, defendant.

The plaintiff demands of the defendant the sum of 4 gl. in beavers and 55 gl. 10 st. in seawan.

[1] The Dutch text of the ordinance follows on p. 142–43 of the record.

The defendant acknowledges the debt and says that he paid the half beaver; also, that payment is due to him for 3 more ounces of chamois leather amounting to 2 gl. 5 st. in seawan.

The plaintiff replies that he has not received the half beaver and that he has not had more than 14 ounces of chamois leather.

The honorable court, having heard the parties, condemn the defendant to pay to the plaintiff [144] the 55 gl. 10 st. demanded according to his own confession, deducting 2 gl. 5 st. in seawan for 3 ounces of chamois leather. As to the half beaver in dispute, the defendant must prove on the next court day that he paid it. Payment must be made within the space of 14 days, *cum expensis.*

Jan Conell, plaintiff, against Ro. Livingston, defendant.

The plaintiff says that the defendant borrowed his violin from his wife and took the same to the house of Mr Penniman to be merry and that it was not returned to him, except broken into three pieces. He requests compensation for it.

The defendant agrees to prove on the next court day that the violin in question was never taken by him to the house of Mr Penniman. Also that the same was delivered to his wife's sister, whom the plaintiff had sent for it.

The honorable court: *fiat.*

Item, plaintiff, against W^{m}. Gysbertse, defendant.

The plaintiff demands of the defendant 12 schepels of maize and requests that the amount be credited against and deducted from the bill for liquor which he consumed at his house.

The defendant acknowledges the debt and offers to pay in maize.

The honorable court, having heard the parties, order the defendant, according to his admission, to deliver the maize to the plaintiff. They likewise order the plaintiff to pay to the defendant the amount claimed for liquor consumed in such specie as is customary within the space of 14 days, each party being ordered to pay one-half of the costs.

[145] Mr Siston, sheriff, plaintiff, against Jan Conell and Dirk Albertse Bradt, defendants.

The plaintiff says and it is the truth that the defendants on the 24th and 25th instant did not hesitate at the house of Wm. Gysbertse, innkeeper, to play some pranks consisting herein that they disguised and dressed up a soldier of this garrison and made him out to be Capt. Mosely, stating in addition that 300 of his men were lying at Westenhoek, having come here to request permission to drive away and kill the Indians on the river, sealing every word with an oath, all of which has come to the ears of the Indians and caused a hasty departure or flight among them, as appears from a declaration made by Andries Hanse, the Swede, residing at Kinderhoeck, who from rumors resulting from the aforesaid trick understood that there were that many Englishmen lying at Westenhoek; all of which are matters of very serious consequence and smacks of a disturbance of the public peace. He therefore and by virtue of his evidence demands that the defendants be punished as disturbers of the public peace, as concocters of lies and circulators of false rumors, all according to law.

The defendants present a petition requesting that the matter may not be taken so seriously, as they thought they were acting only in fun and by way of farce.

The honorable court order the defendants to be kept in confinement until they give sufficient bail for their appearance whenever they may be called as well as for their good behavior.

For Jan Conell, Joachim Ketelhuyse and Jan Bricker became bail.

For Dirk Albertse Bradt, Ludovicus Cobes and Teunis Slingerlant became bail.

[146] Ro. Sanders, plaintiff, against Gerrit van Slichtenhorst, defendant.

The plaintiff says that he complains of violence committed by the defendant in having deliberately and obstinately put out of order and destroyed his privy building, notwithstanding the fact that the plaintiff had immediately obeyed the schout's order, alleging that in that case he would have to acknowledge the authority of two schouts if the law did not teach him differently.

Secondly, he complains that the defendant's wife called him a thief, a thief of public property ('s *Landts dief*), the city liar, and other opprobrious names; yes, that even his children are not allowed to pass through the streets in peace; referring furthermore to the affidavits and requesting that the defendant be compelled to make honorable and profitable amends for the aforesaid defamation and violence. Also, that a perpetual *silentium* or silence may be imposed upon him, all *cum expensis*, without prejudice to the rights of the honorable officer.

The defendant answers that something has been omitted in the plaintiff's complaint which he will add to it, requesting copies of the documents in order to make answer thereto on the next court day.

Jan Spoor, plaintiff, against Barendt Mynderse, defendant.

The plaintiff says that he traded a horse with the defendant but that the defendant fails to make delivery.

The defendant's wife, appearing in court, says that the agreement was made before the harvest, but upon the condition that the plaintiff was not to do any work with the aforesaid horse. Furthermore, that he has sold it to another person, offering to prove it.

The honorable court nonsuit the plaintiff.

[147] Geertruy Vosburgh, plaintiff, against Jan Tyse.

Case according to preceding minutes. The plaintiff persists in her former demand.

The honorable court request and authorize Mr P^{r}. Winne and commissaries Ab^{m}. Staes and Dirk Teunise to view the aforesaid differences regarding the *halve maen*[1] at Kinderhook, at the expense of the parties and to make a report to the honorable court.

The sheriff, plaintiff, against the widow of Goose Gerritse, deceased.

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[1] The half moon, apparently referring to a crescent shaped tract of land near Kinderhook.

The plaintiff says that in the preceding minutes it was decided that the defendant must make a proper fence or keep a capable herder for her cattle, of which Harme Janse complains that they did damage to his grain, producing three affidavits showing that the cattle have been in Harme Janse's grain, consequently that she has violated the law. He requests, therefore, payment of the fine and compensation for his trouble, all *cum expensis*.

Marte Crigier, appearing in court, says that with Harme Jansen he called on the defendant to speak to her about it in a friendly way, whereupon she answered that she would take pains to prevent it.

The honorable court condemn the defendant to pay to the plaintiff for three trips made thither, together with the fine for trespassing, the sum of eighty guilders in seawan, *cum expensis*.

Idem, plaintiff, against Anthony Lespinard, defendant.

The plaintiff demands of the defendant the fine because he is not able to prove his case against W^m^. Teller.

The defendant answers that the plaintiff told him that he would testify that he heard it from Adriaen Gerritse and Gerrit Banker.

The plaintiff, in reply, says that he is willing to swear that he counseled the defendant against bringing the suit if he did not have good proof.

The honorable court, having heard the parties on both sides, [148] condemn the defendant to pay to the plaintiff the sum of fifty guilders in seawan, *cum expensis*.

Idem, against Evert de Cuyper,[1] defendant.

The plaintiff says that the defendant on the day of marching (*dagh van optrecken*) with 5 or 6 others severely beat the person of Jan Hammill and requests the fine according to the ordinance.

The defendant says that Jan Hamill led him away by the arm and that they thus came to blows.

The honorable court, having heard the parties and taken

[1] Evert Jansen, cooper. He has by Pearson been confused with Evert Jansen Wendel, who was a tailor by trade.

everything into consideration, condemn Evert de Cuyper and Jan Hamell each to pay a fine of 25 gl. in seawan for having fought together and each to pay one-half of the costs.

Idem, plaintiff, against Jan van Loon, defendant.

The plaintiff demands of the defendant the fine for having fought with the person of Loriee.

The defendant confesses that it took place, but says that Loriee gave him occasion to do so.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the fine of 25 gl. in seawan, *cum expensis.*

Mr Gerritt van Slichtenhorst, plaintiff, against Juffrow Curler, defendant.

Case according to the preceding minutes. The plaintiff persists in his former demand.

Notary Ludovicus Cobes, appearing in court, produces a power of attorney and requests that the case may not be considered until she has received information from those who are to assist her in setting up her defense and until God be pleased to grant her health. He also says that the plaintiff has not given her credit for all payments and that he has a diamond ring in his possession as security, which he refuses to accept at such price as the defendant places upon it.

[149] The defendant in reply insists on preferential treatment and requests definite judgment, because he has been so long deprived of his money.

The honorable court, having heard the parties, condemn the defendant to pay to the plaintiff the aforesaid bonds payable by her which he has produced, one in the sum of 1239 gl. 3 st. and the other on account of Gerrit Rees in the sum of 26 beavers and 32 schepels of wheat for Mees Hoogeboom, deducting what has been duly paid on account, and this according to the nature and contents of said bonds. Also, the sum of 71 gl. in beavers and 8 gl. 16 st. in seawan, arising from a private debt, deducting 3 beavers earned by her negress, and the costs of the entire suit,

Ludovicus Cobes, appearing in court, requests in the name of Marritie Jacobse that, having satisfied a judgment which their honors had imposed upon her, she may be released from paying the costs.

The honorable court cannot enter into this arrangement and refer her to their previous judgment.

Extraordinary session held in Albany, December 11, 1676

The chief officers of the burgher guard are hereby respectively ordered in the name of his Majesty to command each burgher to deliver a load of firewood at the guardhouse, and this at the very first opportunity while the hauling is good.

Done at the session, *datum ut supra.*

To Capt. Hans Hendrickse, to be executed immediately.

[150] Mr Siston, sheriff, plaintiff, against Jan Conell and Dirk Albertse Bradt, defendant.

The plaintiff states in writing that the defendants on the 24th and 25th instant came to the house of W^{m}. Gysbertse, bringing with them a soldier, whom they made out to be Capt. Mosely, asserting that the same with 300 men was lying at Westerhoeck, and had come here with the intention of asking permission to drive away the river Indians, sealing each word with an oath, all of which has come to the ears of the Indians and caused them to flee. As this is a matter of grave consequence, the honorable sheriff concludes that they are disturbers of the king's peace and demands that the said prisoners be publicly punished at the whipping post by receiving forty lashes on their bare backs from the common executioner and in addition be banished from this jurisdiction forever and condemned to pay the costs of this trial.

The defendant, Jan Connell, acknowledges that he is guilty, alleging that it was not done with such evil intention as is assumed and throwing himself upon the mercy of the court.

Dirk Albertse Bradt answers that Jan Conell has deceived him by stating that in England this was often practiced; that he intended on that account to leave the company, but that Jan Conell kept him there.

The honorable court of Albany, having duly considered the proceedings between Mr Siston, sheriff, and the delinquents, Jan Conell and Dirk Albertse Bradt, and noticed everything that is relevant, find that the defendants are guilty of spreading lies and false reports and that they are disturbers of the public peace, which may do great harm. Therefore, the defendants are condemned as follows, to wit: They are both to be put in the stocks for the space of one hour and Jan Conell is to pay a fine of 200 gl. in seawan and Dirk Albertse Bradt [151] a fine of 100 gl. in seawan. Both are to give security in the sum of £20 for their good behavior for the period of one year and together they are to bear the expense of the entire suit, one-third of the fines to be applied to the benefit of the king, one-third to the benefit of the city and one-third for the benefit of the sheriff.

This 21st day of December Tryntie Janse has taken the following oath, having by the Right Honorable Governor General E. Andross been chosen and appointed as city midwife, besides Tryntie Melgers:

Tryntie Janse, whereas you have been chosen and authorized by the court and also by the governor general to be city midwife, besides Tryntie Melkers, you swear by the eternal and dreadful God that you will do and act therein according to the best of your knowledge which God hath granted to you and that you will never refuse, but always be willing, to render your services to rich and poor alike and fear no one. So help you God everlasting. *Actum* in Albany *datum ut supra. Anno Domini* 1676.

Ordinary session held in Albany, January 2, 1676/7

Present:

Mr Rich. Pretty
Mr An. Teller
Mr Dirk Wessels
Mr Marte Gerritse
Mr Pr. Winne
Mr Mich. Siston, sheriff

Anth°. Lespinard, plaintiff, against W^m^. Nefiens, defendant.

The plaintiff claims from the defendant a hog which he bought from the defendant and paid for.

The defendant acknowledges that he received payment for the hog, but says that the plaintiff let the hog run in the woods at his own risk, producing an affidavit of Gerrit Gysbertse showing that Anth°. [152] promised the defendant and Gerrit Gysbertse each one quart of rum if they could find the hog in question.

The honorable court, having heard the parties on both sides and duly considered everything, nonsuit the plaintiff because it appears that the hog is in the woods at his own risk and condemn him to pay the costs of the suit.

Andries Hanse, plaintiff, against Cornelis Segerse, defendant.

The plaintiff says that the defendant has a cow in his possession in which he has a half-interest, and he complains that the defendant refuses to pay for his half and keeps the cow.

The defendant produces an account of slates, shanks [or beef], etc., which he delivered to the plaintiff and request payment therefor.

The honorable court request and authorize Mr Marte Gerritse and P^r^. Winne to decide the matter at issue and the parties are ordered to abide by their decision.

Michel Siston, sheriff, plaintiff, against Harme Bastiaense, defendant.

The plaintiff says that the defendant has incurred a fine for not having built his sidewalk (*stoep*) according to the ordinance and that he compounded with him for three loads of hickory wood (*neuten houdt*), which he has failed to deliver. He therefore claims the total fine.

The defendant promises to deliver to him 3 loads at the first opportunity.

The honorable court order the defendant to deliver to the plaintiff immediately 3 loads of hickory wood according to his promise.

Capt. Silvester Salisbury, plaintiff, against Melgert Wynantse, defendant.

The plaintiff demands of the defendant 2 beavers for a fine incurred in the year 1673 on account of his having had Indians in his house.

[153] The defendant pleads guilty, but says that Jan Vinnagel has attached the 2 beavers in his hands.

Jan Vinnagell, appearing in court, produces an account of excise money showing that Capt. Salisbury owes him fl. 79:10 in seawan.

The plaintiff says that he was exempt from paying the excise.

The honorable court vacate the attachment of the 2 beavers and order the defendant to pay the same to the plaintiff. As to Jan Vinnagel's claim against Capt. Salisbury on account of the excise money, he can recover the same from him, unless the latter proves that he was exempt from the excise.

Ro. Sanders, plaintiff, against Mr Gerrit van Slichtenhorst, defendant.

Case according to the preceding minutes.

The defendant presents a written request for delay until the next court day in order to answer the principal charges, the contents of it being as follows:

1 That he lacks an affidavit which he intended to present to the court, but because the said person was indisposed and in great pain he has not been able to secure the same. He secured a deposition last night, it being then too late to carry out the defendant's intention to produce it today.

2 That the plaintiff deliver to the defendant a clear explanation of the words inserted in his third article to wit, "being beyond doubt urged and animated thereto by the defendant's children"; namely, who they are who urged and animated them thereto.

3 Because the defendant does not know whether the plaintiff intends to produce other evidence or anything else to prove his complaint. If so, that he be required to produce the same on the next court day; otherwise, if he thinks that his complaints are

sufficiently proved, the defendant will not fail to answer the charges on the next court day.

[154] The plaintiff's attorney, Lud. Cobes, requests a copy of the writing which the defendant has presented and answers as to the second point that beyond doubt it is evident that the defendant urged and animated his children thereto.

The honorable court order the parties to deliver all their documents to the secretary three days before the court sits, which secretary shall furnish copies to the plaintiff as well as to the defendant, in order to prevent all delays and postponements.

Mr Siston, sheriff, *ex officio* intervenes in the aforesaid proceedings, because Ro. Sanderse in a written complaint submitted by him complains that he was assaulted by Mr Gerrit van Slichtenhorst, who acted as deputy sheriff, in order at his convenience to institute his action according to law.

Juffrow Maria van Renselaer, widow of Mr Jeremias van Renselaer, deceased, appearing in court, produces the book of Mr Jan Baptist, showing that the two islands, one opposite the house and farm occupied by Cornelis Teunise van Breuckelen and the other to the north thereof, of which Arent van Curler and afterwards his widow, deceased, have had possession by permission, belong to the colony of Renselaerswyck; and she also produces the deed of purchase of the aforesaid two islands, dated December 7, 1650. Furthermore, she requests that the chattels which Broer Cornelis,[1] deceased, in his lifetime received from the colony may be returned, as they are the patroon's property.

The honorable court: *fiat.*

Annetie Lievens, standing inside, informs the court that she can not build this winter the fence which she has been ordered to build by the judgment of the court.

The honorable court refer her absolutely to their previous judgment.

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[1] Meaning Cornelis Teunissen van Slyck, or van Breuckelen, who was buried in December 1676. Anthonia Slachboom, the widow of Arent van Curler, was buried the same month. See the Deacons' Account book, in Munsell's *Collections*, 1:39.

[155] Ordinance

The honorable court hereby order and authorize Secretary Rob[t]. Livingston, one of the constables of Albany, and the court messenger to collect the tax of the 200th penny from the inhabitants of Albany, colony of Renselaerswyck and the dependencies thereof, within the space of 14 days at the most, and to constrain the unwilling by execution. Done at the session of their honors, January 2, 1676/7.

Note. Five schepels of wheat are counted as one beaver; 25 gl. in seawan are counted as one beaver.

The referees who were authorized on the last court day to inspect the differences regarding the *halve maen* at Kinderhoek, in dispute between Geertruyt Vosburgh and Jan Tyse, report as follows:

1 That there shall be an open road between the four parts, two parts on each side of the road, on the north side P[r]. Vosburgh and Marte Cornelise, and on the south side Laurence van Ale and Jan Tyse, each to have a just one-fourth part.

2 The land of Lawrence van Ale and Jan Tyse shall not extend further than that which P[r]. Vosburgh and Marte Cornelise have in their possession.

3 The four of them shall cut down the woods in the *halve maan.*

4 The remainder of the *halve maan,* outside of the four parts, in the rear toward the kill and the *achter hoek,* is to be a common pasture.

The honorable court approve the opinion and the decision of the referees and condemn P[r]. Vosburgh and Jan Tyse to pay each one-half of the costs.

Dirk Teunise is allowed one beaver for his trouble and the commissary likewise one beaver.

The constables of Albany are hereby ordered and authorized to inventory and to take care of all the private property and chattels of Broer Cornelis, deceased; also, to find out what debts he has outstanding, and at the first opportunity to report to their honors. *Actum datum ut supra.*

[156] Whereas the honorable court are informed that some of the inhabitants here are suffering great damage by the tearing down and burning of their fences and palisades by the Indians; Therefore their honors aforesaid hereby order that all those who make a business of trading shall deliver a load of firewood to the little *hanschoos* houses,[1] and this immediately, to prevent further complaints. Done in Albany the 8th day of January 1676/7.

By order of the court

Ro. Livingston, Secretary

Whereas the commander and commissaries of Albany, colony of Renselaerswyck and Schinnechtady, etc. have been informed of the great profanation and desecration of the Sabbath, especially as regards the abuses resulting therefrom and the insolences committed by the inhabitants of Kinderhoeck by riding, hunting, etc., from which, if not stopped and prevented by stricter and narrower enforcement of the ordinances, great mischief will result; Therefore, their honors aforesaid have decided and considered it highly necessary for the prevention and avoidance of the aforesaid and other mischief and the scandalous consequences thereof, to authorize, as they authorize hereby, the person of Jochim Lambertse to carefully look after that, and they hereby appoint him substitute or deputy sheriff under Mr Siston, with power to levy all fines below 25 gl. in seawan and to report all those which are above that amount to the sheriff. Done at the session of their honors the 2d day of January 1676/7.

By order of the same

Ro. Livingston, Secretary

[157] Jacob Tyse van der Heyden, standing within, requests their honors to be exempt from guard duty, because he is more than 60 years of age, and he shows his age written in a book, offering to swear to the same.

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[1] *d'hanschoos huysies;* apparently the same huts or buildings which in other places are referred to as *d' wilde huysies*, the little Indian houses.

The honorable court: *fiat*, subject to approval by the honorable council of war.

The honorable court hereby authorizes Dom. Gid. Schaets, Doctor Cornelis van Dyck and Mr Jan Janse Bleycker to choose a proper person at Kinderhoeck to be precentor, to prevent desecration of the Sabbath, etc.; and whatever the aforesaid domine, elders and deacons shall do herein, the honorable court will ratify and declare binding. Done in Albany, January 16, 1676/7.

Edmond Andross Esqr. Seigneur of Sausemarez Liev^{t}. & govern^{r}. gen^{l}. under his Royall highness James Duke of Yorke & alb. &^{a}. of all his Territories in America

Whereas Juffrow Anthonia Slackboom the Widow & Relict of Monsr. Arent van Curlaer last off Schaenhechtady near albany is lately dead, and in her last will & testament did nominate & appoint W^{m}. Beekman Senr. of this city to be her Executor And the said W^{m}. Beekman haveing made application unto me for Letters off Administration upon the estate of ye deceased, as it shall be delivered to him upon Inventory. These Presents may certify & declare that the said W^{m}. Beekman is admitted & Confirmed to all Intents & Purposes, Executor of the Last will and testament of the said Anthonia deceased, he haveing hereby full Power and Lawfull authority, to doe and execute all things whatsoever in the said Will: and Testament is required, [158] he giveing security to ye Commissaries of Albany for his due administration of what he shall Receive by Inventory as aforesaid according to Law, of the which a Return is to be made to the office of Records in this Place. Given under my hand and Seale in N: York this 15 day of Jany. in the 28 Year of his majesties Reign annoque Dom: 1676

Was signed
E. Andross

Past ye office
Matthias Niccolls, Secr:
Recorded this 29 Jany. 1676/7.

Testis G. Hall, Sheriffe

Ordinary session held in Albany, February 6, 1676/7

Presentibus:

Capt. Phil Schuyler
Rich. Pretty
And^{s}. Teller
Dirk Wessells
P^{r}. Winne
Mr Siston, sheriff

Storm van der Zee, plaintiff, against Alexander Glen, defendant.

The plaintiff, having power of attorney from his father, demands of the defendant the sum of 100 gl. in beavers according to settlement of accounts dated January 17, 1671/2, *cum expensis.*

Default of the defendant.

The honorable court condemn the defendant to pay the sum of 100 gl. in beavers demanded by the plaintiff within the space of 14 days, *cum expensis.*

Jan Conell and Dirk Albertse, plaintiffs, against Gerrit Teunise, defendant.

The plaintiffs say that they bought 100 posts of the defendant and paid him for them. They request that he may be ordered to deliver the posts or to make satisfaction for them.

No appearance on the part of the defendant.

[159] The honorable court order the defendant to deliver the 100 posts to the plaintiffs according to agreement, or to make complete satisfaction for them within the space of 14 days, *cum expensis.*

W^{m}. Loveridge, Senr., plaintiff, against John Hammill, defendant.

The plaintiff presents a written declaration in which he accuses the defendant of defamation for having said here in this place to some persons that the plaintiff, now fifteen days ago, in the burgher guardhouse stated that Mr Livingston would have obtained no credit for some wine if the said Loveridge had not given him credit for it, which he never thought of saying. He

therefore requests that the defendant may be punished as such a man deserves according to the opinion of the honorable court and that he may be condemned to make honorable and profitable amends to the plaintiff, as it is intolerable that any sentry should thus defame his officer, especially one of the poorest and unworthiest of all. He requests that his witnesses may be sworn and then give their testimony.

James Penniman, Richard Bingley and John Harris being sworn testify as follows:

James Penniman declares that he heard the defendant say to the said Loveridge at the plaintiff's house that he had told him that he had given Rob[t]. Livingston credit for wine, whereupon the plaintiff answered that he had never said so, but deferred the matter to the oath of the defendant. If he would swear to it, he would be convinced and defeated. The said Penniman further declares that he heard the defendant say at the house of Mr Bingley that he would swear that the plaintiff had said so to him.

Rich[d]. Bingley confirms the foregoing testimony that he heard the defendant say that Mr Loveridge told the defendant in the corps de garde that he had given Ro. Livingston credit for some wine, to which the defendant was willing to swear.

[160] John Harris says that the defendant told him: "Mr Loveridge said to me in the corps de garde that he had given Ro. Livingston credit for some wine."

The defendant answers that it is not an action of defamation, denying that he defamed the plaintiff. He requests a copy of the plaintiff's declaration in order to make answer to the principal charge on the next court day.

The honorable court grant the defendant's request and order that he be furnished with a copy to make answer on the next court day.

Richard Pretty, commissary, plaintiff, against Adriaen Appell and Corn[elis] v[an] d[e]r Hoeve, defendants.

The plaintiff presents a written declaration and says that the

defendants on the 20th of January last came to his house and asked him for two candles for the guardhouse.

He answered that others were satisfied with the light of the fire, without candles, and that the expenses of the place were very great and therefore that they had to be economical. To this Adr. Appel replied: "If you will not give me any candles, sell me two," offering to give seawan, from which the plaintiff can only conclude that the aforesaid persons suspected him of not disposing honestly of the candles which had been entrusted to him. He therefore demands that the aforesaid persons make honorable and profitable amends for their wicked imputations, all *cum expensis*.

The defendant, Adr. Appel, answers that he did it unintentionally, not knowing where candles were for sale.

The honorable court having considered the matter condemn the defendants together to pay a fine of 25 gl. in seawan to the sheriff, *cum expensis*, for their presumption and boldness, being warned another time not to affront a magistrate in any manner.

[161] Mr Siston, plaintiff, against Goose van Noort, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for desecration of the Sabbath in driving with a sleigh on Sunday from Schinnechtady.

Default of the defendant.

Lud. Cobes, schout at Schinnechtady, says that he gave him permission to do so, because he brought a woman here to the barber [surgeon] who had an accident to her throat.

Capt. Salisbury says that he saw the defendant, when he came here, drive around the rear by the Galg bergh (Gallows hill).

The honorable court condemn the defendant to pay the plaintiff the sum of 25 gl. in seawan by way of fine within the space of 14 days, *cum expensis*.

Idem, against W^m^. Loveridge, Junr., defendant.

The plaintiff demands of the defendant the fine for having fought with Mr Eccles.[1]

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[1] Charles Eccles. *Early Records of Albany*, 1:139.

The defendant answers that he never gave any occasion for it and that he was only defending himself.

Alex. Wardrop, being in court, says that he heard the defendant say that he called Ecles a liar and that this gave rise to the dispute.

The defendant denies that he said so, but confesses that he passed out of Arnout's[1] house into the yard, where Ecles struck him first.

The honorable court condemn the defendant to pay the plaintiff the fine of 25 gl., according to the ordinance, *cum expensis*, for having gone from the house into the yard at Ecles' request and there fought with him.

[162] Rob[t]. Sanders, plaintiff, against Mr Gerrit van Slichtenhorst, defendant.

The honorable court ask the parties whether according to the order they have delivered their documents to the secretary three days before the session of the court in order that there might be an exchange of documents? They answered, No. The defendant requests more than 3 days' time to hand in his documents.

The honorable court hereby expressly order the respective parties to deliver all their documents to the secretary 8 days before the court sits, the secretary to deliver copies to both parties.

Mons[r]. Gerrit van Slichtenhorst requests Claes Ripsen and his wife and Jan Burger to give testimony to the truth as to what they heard Ro. Sanders say to the aforesaid Slichtenhorst's children.

Claes Ripsen, being sworn, says that he knows nothing about the matter.

Maria Ripsen, the wife of Claes Ripsen, being sworn, says that some time ago her husband told her that Ro. Sanders and Mr Slichtenhorst's children had trouble with each other, and nothing further.

Jan Burger, being sick, does not appear.

Mr Slichtenhorst aforesaid requests their honors that Jan By-

[1]Arnout Cornelissen Viele.

vank and his wife may be called to give their testimony (according to their promise made about 14 days ago before 3 commissaries), as to what Ro. Sanders [163] is alleged to have said to the wife of H. Lansing at the house of the said Byvank.

Jan Byvank, being sworn, says that he knows nothing about the matter.

His wife Beelitie, being sworn, says that she heard Ro. Sanders say something about knowing the head and the tail, but is not certain and in doubt.

Barendt Rynderse,[1] appearing in court, says that he has not as much property in this country as he has been assessed at. He therefore requests a reduction, as his property in Holland is taxed there.

The honorable court can do nothing in the matter, but refer the petitioner to his honor [the governor].

Dom. Gideon Schaets produces before their honors the last will and testament of Monsr. Arent van Curler, deceased, dated August 26, 1665, whereby he institutes as his heir Anna Schaets, if there was anything left, and this for the benefit of her little son Bennoni.[2]

Whereas the honorable court have been informed that there are some who refuse to pay the money for the little Indian houses,[3] the constables and the sheriff are ordered and authorized to constrain all the unwilling by execution if they do not pay it before next week.

A petition is presented by the inhabitants of Kinderhoek praying that they may not have a substitute or deputy sheriff there, but such 2 men as their honors shall see fit. Whereupon their honors have granted the following apostil:

[164] The honorable court hereby order them expressly to observe punctually the orders which were issued there when the

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[1] He was a master smith, born at Bremen. His wife was Geertruyd Jans, born at Utrecht.

[2] *haer soontien Bennoni* : *B;* apparently meaning her little son Bennoni, bastard.

[3] *d'wilde huysies.*

commander and the committee of the commissaries were there and to acknowledge the authority of the sheriff to the utmost limit of his commission, and hereafter to guard themselves against presenting such petitions, for their honors will not allow it. They are to observe the annexed instructions and to deliver the same to the substitute there, who is ordered to see that they are strictly carried out. Done at the session of their honors, on the 6th of February 1676/7.

[165][1] Proclamacon

The Worshipfull Commissaries of Albany, Colonie Renselaerswyck, Schinnechtady &ª.

Whereas there hath been severall orders sett forth & Confirmed from time to time, in order to a good Reformacon off all faultes and misdemeanours, which have been oftentimes used here, especially upon Schrove twesday by Rideing at yᵉ Goose, Catt, Hare & Ele, (or rather murthering of them) all which doth occasion, much disorder & seemes only to Promote drunkennesse & debaucherie; Practises more becomeing off Heathens and Atheists then Christians, and Consequently is often the Cause off Insolences being committed & tumults Raised; There Worships in order Yʳfore to Prevent yᵉ foresaid misdemeanours have forbidden as they doe by these presents forbidd all such Rideing at Katt, Goose, Hare, or Ele, as also the disorderly gallopping throw the streets or any other unlawfull Pastimes, upon Penalty of forfeiteing yᵉ summe of 25 gˡ. Zewᵗ. to be Paid to yᵉ Sherriffe Toties Quoties, Yet neverthelesse all lawful Exercises or games are tollerated Conditionally it be first made known to yᵉ Sherriffe, Which all Persones may & are to take notice, at there Perrill to default. Thus Resolved at a Court held in Albany the 6 feb. and Proclaimed the 8ᵗʰ. of said month Annoq. Dom: 1676/7.

[166][2] Whereas there have many Complaintes been brought into Court by Doctor Nicolaus off Renselaer, Director of yᵉ Colony Renselaerswyck, and his miller Lukas Pieterse, Concerning

[1] The Dutch text of this proclamation occupies the remainder of p. 164.

[2] The Dutch text of this order appears on p. 165.

those who bring bags to ye mill not markt, which is ye occasion of many mistakes that many inhabitants have lost there oun & Received others, There Worships therefore to Prevent all such mistakes, have Resolved & ordered, that no Person whatsoever, shall bring any Bags to ye mill unmarkt, nor w^t^. holes, upon Penalty of forfeiting all such Bagges, Corn & meal that shall be found in y^m^ to ye Sherriffe. The force of this order shall beginn a fortnight after ye Publication hereof. Thus Resolved at a Court held in Albany the 6 feb. and Published the 8th. of s^d^ month 1676/7.

Before me, Ro. Livingston, secretary of Albany, colony of Renselaerswyck, Schaenhechtady and the dependencies thereof, in the presence of the honorable commissaries of the court of the said jurisdiction, appeared Doctor Cornelis van Dyck and Seign^r^. Johannes Provoost, having a power of attorney from Mr W^m^. Beekman, citizen of New York, to administer the estate of the late Juffrow Anthonia Slackboom, widow of Monsr. Arent van Curler, deceased, according to the inventory, and this by virtue of letters of administration granted to the said Beekman by the right honorable governor general, dated January 15, 1676/7. Therefore, Doctor Corn. van Dyck and Sr Johannes Provoost aforesaid bind and obligate themselves as sureties, jointly and severally as principals, in the matter and for the proper administration of the aforesaid estate according to the inventory and to do everything for the best interest of the said estate, binding hereby their persons and properties, real and personal, present and future, submitting the same to the control of all lords, courts, judges and justices. In witnesses whereof we have signed this with our own hands in Albany, the 28th day of February 1676/7.

Cornelis van Dyck
Johannes Provoost

To my knowledge,
Ro. Livingston, Secretary

[167] Ordinary session held in Albany, March 6, 1676/7

Presentibus omnibus

praeter Pr. Winne

Abm. de Peyster, plaintiff, against Dowe Aukus, defendant.

The plaintiff demands of the defendant fl. 270:16 in beavers, on which he paid 9 schepels of wheat, being 18 gl. in beavers, on account. He requests that the defendant may be ordered to pay in beavers according to the agreement, or wheat at the rate of 5 schepels to the beaver.

The defendant admits the debt, but will pay only 4 schepels of wheat to the beaver.

The honorable court, having taken the matter into consideration, condemn the defendant to pay the plaintiff the sum demanded, deducting the 18 gl. in beavers, and this in beavers according to the agreement, or in wheat to the satisfaction of the plaintiff within the space of 14 days, *cum expensis.*

Idem, plaintiff, against Claes van Petten, defendant.

The plaintiff demands of the defendant fl. 63:6½ in beavers, on which he conditionally received 16 schepels of wheat because the defendant will reckon but 4 schepels to the beaver, which the plaintiff refuses to receive.

Default of the defendant.

The honorable court order the defendant to pay the plaintiff the sum demanded according to the account, or in wheat to the satisfaction of the plaintiff, within the space of 14 days, *cum expensis.*

Luycas Pieterse, plaintiff, against Jan Corn. Vyselaer, defendant.

The plaintiff claims from the defendant 2 saws which he bought of him and which he fails to deliver.

The defendant says that he has not been paid for the 2 saws, *ergo*, he is not bound to deliver them.

[168] The honorable court, having taken the matter into consideration, adjudge that the defendant is to deliver the 2 saws

to the plaintiff if he has paid for them, but if he has not paid for them, the plaintiff is nonsuited and condemned to pay the costs.

Mr Timothy Cooper, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant by balance of account the sum of fl.389:3 in seawan.

The defendant denies that he owes the plaintiff anything, but says that the plaintiff owes him something and that he sent him 6 yards of dozens[1] to the north for which he has rendered no account.

The honorable court request and authorize Mr Gabriel Thomson and Mr Marte Crigier as referees to examine the accounts of both parties and to report to two commissaries within the space of 14 days.

James Penniman, plaintiff, against W^m^. Teller, Junr.

The plaintiff demands of the defendant 3 beavers for a hat sold to him.

The defendant says that he bought a hat of 2 beavers and not of 3.

John Hammel declares that he was present when the defendant got the hat and that Penniman wanted to have a lapp[2] in addition to the 2 beavers.

The honorable court order the defendant to pay the plaintiff 2 beavers for the hat, *cum expensis*, within the space of 14 days. As to the third beaver, the plaintiff's demand is dismissed.

[169] Mr Gerrit van Slichtenhorst, plaintiff, against Elisabeth Claese, widow of Jan Burger, deceased, and Maria Ripse, the wife of Claes Ripse, defendants.

The plaintiff requests of the defendants testimony of the truth in the matter between him and Ro. Sanders.

Elisabeth Claese, widow of Jan Burger, deceased, being sworn, declares that some time ago, as she turned the corner at Slichtenhorst's, she saw the said Slichtenhorst come out of his

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[1] *Dozynties*, a kind of kersey, or coarse woolen cloth.

[2] 1/4 beaver.

chamber door, saying: "The crazy smith[1] will get the devil for that." From there he went to Ro. Sanders' and said: "Where is Robert? Why did he loan my canoe to the Indians?" Whereupon the wife of Ro. Sanders went out to get her husband, who went to Slichtenhorst's house and said: "What did you say, that I loaned your canoe?" Further, she refers to the affidavit made by her.

Note: Elisabeth aforesaid says that she did not hear Robert say "*Smotts.*"

Maria Ripse, the wife of Claes Ripse, is also asked to take the oath, but refuses to do so, because Alida Slichtenhorst, the wife of Mons[r]. Slichtenhorst, called her a perjurer, offering to prove it by Elis. Claese aforesaid and Beelitie Byvank, whereupon she was prevented from taking the oath.

Gerrit Teunise, plaintiff, against Capt. Volk[t]. Janse Dowe, defendant.

The plaintiff demands of the defendant 100 posts which by his orders he sold to Jan Conell and Dirk Albertse Bradt for drink for the men when they were building Fort Cralo.[3]

The defendant acknowledges that he gave orders to his lieutenant to sell the same for rum for the men and says that Dirk Teunise burned them.

[170] Dirk Teunise being present in court says that Capt. Volkert's own men burned the posts.

The honorable court, having heard the parties on both sides, adjudge that if Capt. Volkert can prove that Dirk burned the aforesaid posts, that then Dirk aforesaid must pay for the posts. If not, Capt. Volkert, who gave orders to sell them, must take care of the delivery or the payment and pay the costs.

Sarah de Wandelaer, wife of J. de Wandelaer, plaintiff, against Alida van Shayck, wife of G. van Schayck, defendant.

The plaintiff humbly requests that Alida van Shayk, the wife

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[1] *de malle Smit*, meaning Robert Sanders.

[2] Literally: a smutty, dirty, or slovenly person.

[3] See minutes of October 29, 1675.

of Gert. van Schayk, may be ordered to declare before your honors' court of justice what her true intention was in putting such impolite questions to the petitioner (as will appear from an affidavit sworn to by two honest women), as to some lace missed by the said Alida, as she says, since the plaintiff on the 5th of February stopped at Mr Gert. van Schayk's house with a piece of lace to buy a similar piece to match it and meanwhile, to her regret, some lace has been missed by the defendant.

The defendant asks for a copy to make answer thereto on the next court day.

The honorable court: *fiat copia.*

Barent Albertse Bradt and Jan van Ness, plaintiffs, against the widow of Goose Gerritse, deceased, Gerrit van Schayck, Sybrant van Schayck and Hen. Coster, defendants.

[171] The plaintiffs produce a declaration stating that they bought of the defendants a piece of land lying in the Halve Maen,[1] with the island called Schutters Island, for which they must pay 134 beavers, but inasmuch as there is a clause in the contract of sale, viz: "that the purchasers must undertake to satisfy whatever claims any Indians might happen to make," which the plaintiffs are willing to swear they never agreed to, they therefore request that the said clause may be canceled and that instead they may have or possess the land in free ownership.

The defendants say that the clause was sufficiently read to them by Notary Lud. Cobes, as he affirms; also, that they have had time enough to consider the matter; and furthermore, in order that they may have nothing to claim, they leave them free, that is, they annull the contract of sale.

The honorable court, having heard the parties on both sides, adjudge that the widow Goose Gerritse aforesaid has made the

[1] The Half Moon, now Waterford, at the mouth of the Mohawk. Schutters Island appears on Sauthier's "Chorographical Map," of 1779, as an island just below Barren Island, opposite Coeymans, but from the above entry it would seem to have been also the name of an island near the mouth of the Mohawk river. Cf. *Early Records of Albany*, 1:493; 2:166–67.

plaintiffs a favorable offer and they are therefore given 14 days' time to consider whether they wish to keep the contract of sale or be released from it.

Jan Conell, plaintiff, against Harme Janse, defendant.

The plaintiff demands of the defendant 20 gl. in seawan.

The defendant admits the debt, but says that by the plaintiff's order he paid 6 gl. in seawan to Jan Spoor, so that there is only 14 gl. due to him.

The plaintiff says that Jan Spoor denies that he received the 6 gl. in seawan.

The honorable court condemn the defendant to pay 14 gl. in seawan to the plaintiff within the space of 14 days, *cum expensis.*

[172] Corn. Viele, plaintiff, against Tierk Harmanse, defendant.

The plaintiff shows a bond of fl.72:2 in seawan, payable by the defendant and Dirk Bensing, each being bound *in solido* as principal.

The defendant admits the debt and requests time.

The honorable court condemn the defendant to pay the sum demanded to the plaintiff within the space of 14 days, *cum expensis.*

Idem, plaintiff, against Harme Janse,[1] defendant.

The plaintiff says that the defendant 6 years ago agreed to pay for his father 5 schepels of wheat.

The defendant admits that he agreed to do so, but upon condition of paying in rope.

The honorable court condemn the defendant to pay the 5 schepels of wheat demanded to the plaintiff within the space of 14 days, *cum expensis.*

W^m^. Gysbertse, plaintiff, against Jan Conell.

The plaintiff demands of the defendant fl.62:13 in seawan for tavern expenses with Capt. Mosely.

The defendant says that he charges too much.

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[1] Harmen Jansen, *lyndrayer*, or rope maker.

The honorable court order the defendant to pay the sum demanded to the plaintiff immediately, *cum expensis*. As to the defendant's claim, he may cite the plaintiff to appear on the next court day.

Alex. Glenn, Senr., plaintiff, against Storm van der Zee, defendant.

The plaintiff says that the defendant on the preceding court day obtained a judgment against him in the sum of 100 gl. in beavers, on account of his father, but that the amount due is only 50 gl.

[173] The defendant answers that on Jan. 17, 1671/2, a net settlement of accounts was made, signed by Notary Lud. Cobes.

The plaintiff in reply produces his book, showing that he delivered 12½ beavers to Albert Andriese, which were forgotten in the settlement of accounts, as well as 5 quarts of brandy and a sieve of fl.2½ in beavers.

The honorable court, having heard the parties, order the parties to adjust and settle accounts again within the space of 14 days.

Mr Andries Teller, plaintiff, against Barent Janse, defendant.

The plaintiff demands of the defendant fl.227:13 in beavers and fl.22:16 in seawan, book debt, as per account delivered to him. He requests that his account may be paid in beavers or grain at beavers' price, 5 schepels of wheat to one beaver, as the defendant will give him but one *mudde*[1] per beaver.

The defendant has no objection to the account, except that he will give only 4 schepels to the beaver.

The honorable court condemn the defendant to pay the sum demanded to the plaintiff in good beavers according to the account, or in wheat to his satisfaction, within the space of 14 days, *cum expensis*.

Idem, plaintiff, against Goose van Oort, defendant.

The plaintiff demands of the defendant fl.37:13 in seawan and fl.150:15 in beavers as per account.

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[1] *mudde* = 4 schepels, or 3 bushels.

Default of the defendant.

The honorable court condemn the defendant to pay the sums demanded to the plaintiff to his satisfaction within the space of 14 days, *cum expensis.*

Marte Crigier, Junr. says that he has had 7 beavers attached in the hands of Joh. de Wandelaer, belonging to Hend. Willemse. He requests that the said attachment may be declared valid.

The honorable court declare the attachment not valid, as the beavers were assigned to some one else before the attachment was made and they condemn Joh. de Wandelaer to pay the costs, as he deceived Marte aforesaid in saying that the beavers were attached, when the contrary was found to be the case by the secretary.

[174] Marte Criger gives notice of an attachment of 7 beavers in the hands of John de Wandelaer belonging to H. Willemse and requests that it may be declared valid.

Jan Janse Bleyker says that Joh. de Wandelaer agreed to pay the 7 beavers to him before the attachment took place.

Jan Janse is preferred and John de Wandelaer is condemned to pay the costs because he misled Marte Criger.

Marte Gerritse, plaintiff, against Corn. Dyckman, defendant.

The plaintiff demands of the defendant 8 beavers for house rent.

Default of the defendant.

The case is adjourned until the next court day in order that the defendant may appear personally.

The defendant's wife humbly requests that the effects of her husband's mother, deceased, may be sold in order that she may be relieved of the debts.

The honorable court request and authorize Mr Marte Criger and Jacob Shermerhooren as curators to sell the effects aforesaid at the first opportunity and to report to their honors on the next court day.

Mr Siston, sheriff, plaintiff, against Wm. Hallier, defendant.

The plaintiff presents a declaration to their honors whereby he

accuses the defendant of having committed assault and battery on the person of Dirk, the Noorman, in the barn of Jurian Teunise on the farm, where he gave him a severe beating. The aforesaid Dirk, being under bonds for his good behavior, did not dare strike back, which he proves by an affidavit of Evert, a soldier.

W[illia]m answers that Dirk, the Noorman, at the house [175] of Arnout Corn[elissen], gave him two black eyes and that he did so out of revenge.

The honorable court condemn the defendant to pay the surgeon for his treatment of Dirk during that time, and also a fine of 100 gl. in seawan for the benefit of the officer, together with all costs.

A petition is presented by Ro. Gardiner, soldier, praying that he may be carter and beer porter in this place.

The honorable court: *fiat*, and order him to take the oath as beer porter.

Jan Thymese, plaintiff, against Claes Ripse, defendant.

The plaintiff demands of the defendant 2 beavers and fl.39:5 in seawan according to his account, on which fl.8:5 in seawan has been paid.

The defendant answers and produces his book of the years 1658 and 1660, showing that he paid the plaintiff toward the aforesaid sums fl.58:10 in seawan, which he confirms by oath, so that there is only due to the plaintiff fl.30:15 in seawan.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the sum of fl.30:15 in seawan within the space of 14 days *cum expensis*.

Rob[t]. Sanders, plaintiff, against Ger[t]. van Slichtenhorst, defendant.

Case according to the preceding minutes.

After the reading of the plaintiff's reply and the defendant's supplement, the plaintiff presents an answer to the defendant's supplement, which is also read and of which the defendant requests a copy.

The honorable court, per superabundance, consent to the defendant's receiving, at the first opportunity, a copy of the plaintiff's rejoinder [176] now delivered, in order to make answer thereto on next Friday morning at 8 o'clock, without raising any new questions, and to deliver his answer to the secretary at the appointed time, when the parties are to appear. Also, that from now on, no further exchange of documents in this suit will take place, except this answer. Furthermore, the jurymen are requested and ordered to appear in the court room next Friday morning at 8 o'clock, in order to examine the documents and to render a verdict according to their oath and conscience.

Robt. Sanders requests that some other witnesses, whom he has subpoenaed, may testify under oath as to what they know of the case aforesaid.

Stoffell Janse and P^{r}. Meuse, being sworn, declare that last year as official surveyors (*Roy meesters*) they went with the schout to the house of Monsr. Slichtenhorst to measure off the dirt which was in excess before the stoop and drove stakes 2 or 3 feet from the stoop, in order to get the necessary grade for the water to run off. Whereupon Slichtenhorst said that those in whose way it was might take it away. To which Claes Ripse answered: "Monsr. Slichtenhorst, if you will not remove it, I will remove it." Mr Slichtenhorst also said to Stoffel Abel: "You also wanted to have a finger in the pie."

Note. Hend. Cuyler requests their honors to have it recorded that Mr Slichtenhorst said to him in open court that he was an informer and a telltale.

[177] Hend. Cuyler, being sworn, declares that about 8 or 9 years ago, when Slichtenhorst was in Holland,[1] he one morning passed Slichtenhorst's house, where Juffr. Slichtenhorst stood on her stoop, near the door. She said to him, the deponent, that Ro^{t}. Sanders had stolen mackerel from her house, where they were

[1] Gerrit van Slichtenhorst went to Holland in the summer of 1668, to settle the estate of his father, Brant Aertsen van Slichtenhorst. *Early Record of Albany*, 1:441.

hanging, and that during the night the said Sanders had taken away again a little rose tree which the day before he had given to Juffrow Slichtenhorst.

Mr Slichtenhorst rejects the deposition of Hend. Cuyler, saying that he is partial.

Extraordinary session held in Albany, March 9 and 10, A°. Dom. 1676/7

Present:

Mr Rich. Pretty
Ad^{s}. Teller
Dirk Wessells
Marte Gerritse
P^{r}. Winne
Mr Siston, sheriff

Robt. Sanders, plaintiff, against Mr Gerrit van Slichtenhorst, defendant.

The defendant's answer to the plaintiff's rejoinder having been read, as was ordered according to the minutes of March 6, as well as other documents of the parties in the case, the same are placed in the hands of the following sworn jurymen:

Foreman, W^{m}. Teller	Mr Arnout Cornelise
Mr Tim. Cooper	Mr Jacob Sanderse
Mr John Provoost	Mr Jacob Shermerhor[n]
Doctor Corn. v. Dyck	Mr Marte Crigier
Capt. Hans Hendricx	Mr Gabriel Thomson
Lieut. Jan Janse Bleyker	Mr W^{m}. Loveridge, Senr.

[178] The jury who sat on the case deliver their verdict and report to the honorable court as follows, viz.:

The jury, having examined and read the documents in the proceedings between Robert Sandersen, plaintiff, and Gerrit van Slichtenhorst, defendant, have carefully considered the plaintiff's complaint of violence in that the defendant deliberately and obstinately destroyed the plaintiff's privy, of which no evidence in

the least is to be found. Consequently, they find the defendant not guilty on that point.

Secondly, as to the plaintiff's allegation that the defendant called the plaintiff a thief, a public thief, city liar, etc., it is stated in the affidavit that the defendant's wife said to the plaintiff: "You city liar, you thief, you rascal!" which is singular testimony and can not be accepted. But the defendant, in the 13th article of his last answer, confesses that his wife said thief, rascal and liar, as evidence of which accusation of theft the defendant produces an affidavit of Dom. Schaets and Adriaen Appell, which can not be accepted as [evidence of a crime] of such degree, in view of the fact that the plaintiff was then in his boyhood, for any one having committed an offense in his youth can not be said to be still guilty thereof. But it is to be noted that the said affidavits are not sworn to and therefore are not admissible in court. Therefore, the defendant is guilty on that point.

As to the plaintiff having called the defendant's wife names and said to her: "You are black in the mouth and a smutty person," according to the affidavit of Maria Parkers, this is not valid in law as there is but a single witness. Therefore the plaintiff is not guilty.

The plaintiff confessed in his complaint that he said to the defendant's wife: "Run, run, dirty sow," and is guilty on that score.

[179] Likewise the affidavit of H. Cuyler is not valid, as being that of a single witness.

As to the plaintiff's complaint about the trouble caused to his children by the defendant's children, who are no doubt urged to do so, namely, that they will not allow them to go through the streets in peace and used these words: "Jack, did your father steal?", this is without foundation or force for lack of evidence, so that the plaintiff is at fault there.

As to the affidavit of Hend. Koster and his wife and the affidavit of Jan Vinnagen, the evidence is defective, for Jan Vinnagen can not alone give testimony of the same force as the two

others, so that the question at issue can not be brought to perfection.

As to the other writings and papers which are irrelevant, we have not considered it necessary to mention them here, having only taken into account the principal documents and proofs concerning the suit.

Note. The foregoing is the opinion of the majority of the aforesaid jurymen.

After this had been read the jurymen asked the honorable court whether the affidavits of Hend. Koster and his wife, Jan Vinnagen, Dom. Schaets, and Adriaen Appell are acceptable. If so, Robt. Sanderse is guilty on all counts.

The honorable court having thereupon examined and considered the affidavits in the aforesaid suit, reject in the first place the affidavit made by Hend. Cuyler at the request of the plaintiff, because the affiant's wife's sister has a lawsuit with the defendant's daughter.

Secondly, the affidavits of Hend. Coster and his wife made at the request of the defendant, are also rejected because Hend. Coster's wife's brother is the defendant's son-in-law.

[180] As to the defendant's accusation of theft said to have been committed by the plaintiff at the house of Jan van Ake, which he tries to prove by the affidavits of Dom. Schaets and Adriaen Appell, this has nothing to do with the suit, as the plaintiff at the time was in his minority and we find from the documents that the defendant's accusation has reference thereto.

The honorable court having sent the jury again out of the court room to look further into the matter, the latter bring in the following report, namely, that whereas their honors have set aside the second point as to theft, they find that all abusive words should be weighed and balanced against each other and that the plaintiff is guilty of having made unfounded charges by reason of his failure to produce proof, [and therefor liable to the payment of the fine], *cum expensis*, which verdict is signed by nine members of the jury.

The parties having been called to come in, the above verdict of the jury was read to them and they were asked whether they were satisfied therewith. Whereupon the plaintiff's attorney demanded the original documents and a certified copy [of the verdict], he being given 10 days' time to make answer.

The defendant likewise demands his documents and a certified copy.

Judgment

The honorable court, having carefully considered the entire proceedings between Ro. Sanders, plaintiff, on one side, and Mr Gert. van Slichtenhorst, defendant, on the other side [181] and taken everything into account that is relevant in the matter, completely approve the verdict and judgment of the jury, namely, whereas the matter of theft is dismissed as aforementioned, that the abusive words are reckoned as offsetting and balancing each other, as but one witness on each side is found to testify as to the use of abusive language, which therefore is not proved. Also, that the plaintiff is found guilty of having made unfounded charges, by reason of his failure to produce proof. The honorable court, therefore, condemn the plaintiff to pay a fine of 8 beavers to the sheriff and the costs of the entire suit.

As to the demand of the parties to have the documents, the honorable court decide that they are to have copies thereof and that the originals are to remain in the secretary's office.

Extraordinary session held in Albany, March 15, 1676/7

Present:

Capt. P. Schuyler
Rich. Pretty
Andˢ. Teller
Dirk Wessells
Mr Siston, sheriff

Mr Gerrit van Slichtenhorst and Capt. Phillip Schuyler, standing inside, state that a judgment against Juffrow Curlers, in

which Phillip Schuyler is interested also, was obtained by Mr Slichtenhorst for the sum of 1239 gl. 3 st. and 26 beavers and 32 schepels of wheat on account of Gert. van Rees and a private account of fl.71 in beavers and 8 gl. 16 st. in seawan, less what has been paid on account; and whereas he has not had this judgment executed because she lay helpless on her death bed, he requests permission to attach the estate of the aforesaid Juffrow Corlaer up to the amount of the aforesaid judgment granted in their favor, *cum expensis*.

[182] The honorable court give for answer that they refer the matter regarding the aforesaid estate entirely to the right honorable governor and that they can not grant any attachment against it without his honor's approval.

A petition of Agnietie Hendricx, widow of Jan Helmerse, is presented, requesting letters of cession[1] on account of the great loss and misfortune suffered by her by the loss of her cattle, etc.

The honorable court order the petitioner to prove on the next court day that she put the key on the coffin. As to her further request for letters of cession, the same is referred to the right honorable governor general, provided she takes an oath that she has kept nothing back.

Ludovicus Cobes, attorney for Robt. Sanders, standing inside, requests permission to enter an appeal for R. Sanders in the matter of the dispute between him, Ro. Sanders, plaintiff, on the one side, and Gert. van Slichtenhorst on the other side, to the right honorable governor general and council, offering to give security for the judgment.

The honorable court, *fiat* the appeal, the entering of which is deferred until next Saturday, March 17, 1676/7, when the court is to be complete, in order to consider the question of the appellant's sureties.

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[1] *brieven van Cessie;* meaning letters relinquishing her interest in her husband's estate, which would free her from all liability as to the debts with which the estate was incumbered.

Extraordinary session held in Albany, March 17, 1676/7

Present:

Rich. Pretty
And. Teller
D. Wessells
Marte Gerritse
Mr Siston, sheriff

Robert Sanders, appearing in court, [183] says that pursuant to the order of the honorable court of the 15th of March last, he brings with him his sureties to enter his appeal. They are: Pieter Meuse and Stoffell Janse Abell and he asks whether their honors consider them sufficient.

The honorable court consider them sufficient and consent to the entering of the appeal as follows:

Before me, Robt. Livingston, secretary of Albany, colony of Renselaerswyck, etc., in the presence of the aforesaid commissaries, appeared Robt. Sanders, who declared himself to be appellant to the right honorable governor general and council in the matter of a certain judgment pronounced against him by the honorable court of Albany aforesaid, dated the 9th and 10th of March 1676/7, in the case between him and Seign^{r}. Gerrit van Slichtenhorst, and hereby offers as sureties for the prosecution of his appeal and the payment of damages and costs, if the appellant loses the suit or judgment is given against him, his person and property, as also the persons of P^{r}. Meuse Vrooman and Stoffell Janse Abell, jointly and severally as principals, and their property, real and personal, present and future, submitting the same to the control of all lords, courts and judges. Done at Albany at the court house, the 17th of March 1676/7.

Robbert Sanderz
Pieter Meesen Vrooman
Stoffel Jansz Abeel

To my knowledge,
Ro: Livingston, Secretary

[184] Extraordinary session held in Albany, March 22, 1676/7

Present:

Capt. Silvester Salisbury, commander
Capt. Phil. Schuyler
Rich. Pretty
Andˢ. Teller
Dirk Wessells
Marte Gerritse
Prˢ. Winne
Mr Siston, sheriff

At the meeting there was read a letter from the Right Honorable Governor General Edmond Andross, dated March 13, 1676/7, which reads as follows, viz:

Gent:

I have Received your Letters & have advised wᵗ my Councell thereupon, Persuant to the which I doe send yow this answer.

Upon Propositions, from yᵉ maques, sent by the Commander and Commissaries at Albany, That the Governʳ. of Canada doth Pretend some Jurisdiction over the maquas Indians—

Ordered that the Maques Indians and associates on this side the Lake (haveing been always Under a Pairt of this government) have nothing to do wᵗ. the ffrench, Only as they are our friendes, but in no case are to be Commanded by them;

And that yow doe send for the maques sachems, and father Bruyas, and signify this to the said Sachems before him, and to yᵉ said father, that the Governour desires & does not doubt his Comport accordingly, for yᵉ quiet off these Pairtes, Pursuant to the friendship of our Kings at home.

That yᵉ orders for timber be duly observed at Albany; and all timber not soo felld & also barked (if not sawed in Winter) to be forfeited, and if not so sawed each hundred plankes to pay twoo Bevers per hundred and Passe as refuse; The Schout to see these

orders observed on Land; and the Clerk of ye Permitts iff Shipt off.

Was Signed E. Andross

New Yorke March ye 13th. 1676

Was directed

To Capt. Silvester Salisbury, Commander and the Commissaries at Albany

[185][1] Whereupon Arnout Cornelise and Wenthworth Greenhalgh are ordered to go tomorrow to the Maquaes' land to make known his honor's order to the sachems and to Father Bruyas.

As to the sawing of boards, their honors have posted an ordinance as follows, viz:

[186] WARNING[2]

Whereas there hath been an order Published the 27th mey Last Past, which was sent up from N: York made by his hon^r^ the Gov. Gen^ll^. and his Councell, concerning the sawing of deall boardes, which order for Timber his hon^r^. ordaines duely to be observed, and y^t^. all timber be barked, before they be sawed, and if any Person or Persones shall saw any timber w^t^out the Bark being taken off, each hundred Plankes soo sawed to pay twoo bevers p^r^. hundred, and Passe for refuse. This order immediately to be putt in Execution and all timber that shall be found unbarked after ye first off mey next ensuing to be forfeited. *Actum* in Albany the 22th. off march 1676/7 and Proclaimed the 23 of s^d^. month

By order of the Court

Robt. Livingston, Secr.

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[1] The upper part of page 185 is left blank, apparently for the insertion of a Dutch translation of the preceding letter, which is omitted.

[2] The Dutch text of this ordinance precedes the English text printed below. Instead of the word "refuse," the Dutch text has "vraeke Planken," unsound boards.

[187][1] Whereas there have been severall Complaints made to ye Court, Concerning People not makeing up there fences, by which meanes many differencies and disputes doe arise, Therefore the worshipfull Court in order to Prevent all such Complaints, doe ordain expressly by these Presentes, that alll Persones doe forthwith make up there fences, or cause them to be made up, upon Penalty off forfeiting 25g^l^ Z: to ye sheriffe. Likewayes the Inhabitants off Albany are hereby ordered forthwith to clear ye streets off firewood, and to Pile up Carpenters working wood upon Piles, and y^t^. upon Penalty off forfeiting 25 g^l^ Z: to be applyed as above. *Actum* in Albanie the 22 of march 1676/7 and Published the 23 Instant

By ordre of ye same

Ro: Livingston, Secr.

[188] Ordinary session held in Albany, April 3, 1677

Presentibus Omnibus

W^m^. Loveridge, attorney for Asser Levy, plaintiff, against Jan Martense, defendant.

The plaintiff demands of the defendant on behalf of the aforesaid Asser the sum of fl.144 in beavers and 18 gl. in seawan, with interest, arising from a bond dated August 15, 1672. He requests payment with the interest at 10% and all the expenses incurred.

The defendant's wife, appearing, admits the debt, but says that she paid 50 schepels on account.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff the contents of the bond (less what has been duly paid thereon), with interest at 6%, and all the expenses incurred, according to the terms agreed upon in the bond.

Marte Criger Junr., plaintiff, against Hend. Willemse *alias* d'owe,[2] defendant.

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[1] The Dutch text of this order precedes the English text which is printed below.

[2] The old man. He made his will on Nov. 28, 1677. *Early Record of Albany*, 3:444–45.

The plaintiff demands of the defendant the sum of 77 beavers as per bond dated Feb. 6, 1676/7, arising from 2 years' hire of his farm at Canastagioene and merchandise received, of which 48 beavers on account of the rent can be paid in wheat, cattle, or horses at market prices and the remaining 29 beavers in beavers. It will be found by their honors that the defendant's cattle and horses were bound as security by said bond, so that, not knowing any better, he presumed that he could not sell them, but as the bond was written by a notary public and notaries public have no power to draw up any special mortgage, the said bond is unlawful and of no effect.

The defendant answers that he admits the debt, but says that he will have the horses and cattle on the farm appraised by impartial men and pay him the 29 beavers accordingly. [189] As to the 2 years' rent, he offers to pay the same out of the proceeds of the buildings, seeded land, etc., which he has there.

The honorable court, having taken the matter into consideration, condemn the defendant to pay the 29 beavers, book debt, to the plaintiff within the space of six weeks. As to the rent for the farm, the parties will have to govern themselves according to the terms of the lease, as the special binding clause in the bond is null and void. The defendant is condemned to pay the costs of the suit.

Idem, plaintiff, against Harme Janse of Turkyen,[1] defendant.

The plaintiff demands of the defendant the sum of fl.29 in seawan and fl.79:8 in beavers, book debt.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the said sums of fl.29 in seawan and fl.79:8 in beavers to the plaintiff within the space of 14 days, *cum expensis.*

Jan Albertse Bradt, plaintiff, against Paulus Martense, defendant.

The plaintiff demands of the defendant one beaver for merchandise, which he refuses to pay.

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[1] The name of a farm, near the mouth of the Mohawk river.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the beaver demanded to the plaintiff within the space of 14 days, *cum expensis*.

Ab^{m}. van Tricht, plaintiff, against Roeloff Janse, defendant.

Default of the plaintiff, who is therefore nonsuited.

[190] Ger^{t}. Banker, plaintiff, against Evert Cornelise, soldier, defendant.

The plaintiff demands of the defendant the sum of fl.24 in beavers as per account.

The defendant admits the debt.

The honorable court, having heard the parties, condemn the defendant to pay the sum of fl.24 in beavers to the plaintiff within the space of 14 days, with costs.

Jan Cornelise Roodt, plaintiff, against Goose van Oort, defendant.

The plaintiff demands of the defendant 2 beavers and 10 gl. in seawan, book debt, with costs.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the plaintiff the 2 beavers and fl.10 in seawan demanded within the space of 14 days, *cum expensis*.

Cornelis van der Hoeve, plaintiff, against P^{r}. Winne, Junr., defendant.

The plaintiff demands of the defendant 5 schepels of wheat, fl.48 in beavers and fl.24:15 in seawan.

The defendant acknowledges the debt, but says that he paid 2½ beavers on account and requests time until he burns tar, when he will pay him in tar.

The plaintiff replies that he received but one barrel of tar of 2 beavers and requests to have the preference over others to receive the first tar which he will burn, saying that he will be glad to wait that long.

The honorable court, having taken the matter into consideration, grant the plaintiff's request and give him the preference to

receive the first tar which the defendant is to burn and which is to belong to him alone, in payment of the sum which he claims, [191] deducting what has been paid on account. They order the defendant to comply therewith and condemn him to pay the costs of the suit.

Jurian Teunise, plaintiff, against Jan Janse Yonker, *alias* Rotterdam, defendant.

The plaintiff demands of the defendant 7 schepels of maize arising from the purchase of a horse several years ago.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the 7 schepels of maize demanded to the plaintiff within the space of 14 days, *cum expensis.*

Ger^{t}. Teunise, plaintiff, against P^{r}. Vosburgh, defendant.

The plaintiff demands of the defendant 6 beavers on account of the purchase of a coat.

The defendant admits the debt, but makes some claim about a hog.

The honorable court, having taken the matter into consideration, condemn the defendant to pay the 6 beavers to the plaintiff within the space of 14 days, *cum expensis.* As to any other claims which the defendant has against the plaintiff, he can have him cited to appear.

Dirk Albertse Bratt, plaintiff, against W^{m}. Holly, defendant.

The plaintiff demands of the defendant payment for lost time, last winter, when the time for hauling was at its best, because he beat him so that he was unable to do any work, as he can prove by testimony of the surgeon.

[192] The defendant says that the plaintiff beat him as much as he beat the plaintiff.

The honorable court nonsuit the plaintiff and refer to their judgment in this case given on March 6, 1676/7.

Barendt Mynderse, plaintiff, against W^{m}. Hoffmayer, defendant.

The plaintiff says that the defendant keeps his son from his work and that the boy's term does not expire until the fall.

The defendant answers that the plaintiff's wife cashiered the boy and sent him away. Also, that the plaintiff's children call him a bastard. But he is willing to have the boy learn the [smith's] trade, if they treat him decently.

The honorable court order the boy to reenter his service and to serve out his time, but the plaintiff is ordered to treat him decently and condemned to pay the costs, because the boy was sent away.

Hend. Kuyler, plaintiff, against Gerrit van Slichtenhorst, dedefendant.

The plaintiff presents his bill of complaint against the defendant, which was read, but nothing was done in the matter, because they were immediately reconciled with each other.

The matter of costs being referred to the honorable court, it is adjudged that the parties shall each pay one-half.

[193] Christopher Skaiffe, plaintiff, against Pieter Bogardus, defendant.

The plaintiff demands of the defendant 30 gl. in beavers for having had his cattle in the pasture last year.

The defendant says that he has nothing to do with the plaintiff, as he made an agreement with Sergeant Sherp,[1] who was then commander.

Sergeant Sharp says that he was commander at that time, but that the plaintiff had leased the pasture from Capt. Brockholes and would have no cattle in the pasture without his approval.

The defendant in reply says that he is willing to pay Sergeant Sherp as much as others have paid, according to agreement, as he has an account with said Sherp.

The honorable court order the defendant to pay the pasture money to Sergeant Sherp, as much as others have paid, and to settle with him according to his request and each party is to pay one-half of the costs.

Johannes Wendell, as co-heir of Jellis Pieterse, deceased, requests that Wyn[t]. Gerritse may be ordered to exchange accounts

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[1] Sergeant Thomas Sharpe, appointed clerk of the entries at Albany, Nov. 4, 1674. *Council Minutes*, v. 3, part 2, p. 2.

on the next court day. He says that he had him cited yesterday, but that his wife promised that her husband would exchange accounts and that he has therefore released him from his obligation to appear.

The honorable court adjudge that if he does not fulfill his promise, [Johannes Wendell] may have him cited to appear on the next court day.

Wm. Loveridge, plaintiff, against Johan Hammill, defendant.

[194] Case according to preceding minutes. The plaintiff persists in his demand of February 6th and requests that the defendant make honorable and profitable amends for having reported that the plaintiff in the burgher guardhouse said that Ro. Livingston would not have obtained credit unless he, Loveridge, had extended credit to him for [the wine], which he never thought of saying, much less did say; or else that the defendant prove what he has not proved and never can prove.

The defendant answers in writing that he understood the plaintiff to use all the identical words, which he is willing to assert under solemn oath, the plaintiff having deferred the oath to the defendant, as appears by the annexed declaration of Penniman, etc. The plaintiff can not expect any further proof, as part of the guard was asleep, another part was playing cards and the rest do not understand the English language and paid no attention to it.

The sergeant of the guard, Hend. Cuyler, will be able to declare that the plaintiff said in the guardhouse that if Mr Pretty came into the guardhouse, he would drive him away. Be this as it may and whatever the occasion may have been for his saying so, it can not be considered otherwise than as a gross insult and sign of disrespect of his superior officers, indicating thereby how little he thinks of them, for even if the said Pretty in his capacity of commissary had opposed him in any way, (which is not so), the plaintiff, being drunk, ought not to use such vituperative and abusive language.

And what is more, the defendant requests that the plaintiff

may be ordered to state and to give his reasons why he [the defendant] is the worst and the most unworthy person of all.

[195] Furthermore, the defendant was in duty bound to uncover such defamation by the plaintiff, which tends to affect the reputation of a secretary of this place. Also, it is not true that the defendant spoke of having no credit, as the plaintiff in general declared in his complaint, it appearing on the contrary from the declarations of Mr Penniman, Mr Bingley and John Harris that he said that the plaintiff had extended credit to Livingston for wine, which differs a good deal from saying that he could get no credit, from which it clearly appears that his bill of complaint is false, groundless and untrue in every respect.

He concludes therefore that the plaintiff has no case and persists in his demand that the plaintiff be condemned in an action for slander and be made to pay damages, *cum expensis*, saving the rights of the honorable sheriff.

The plaintiff replies that the defendant's allegations are irrelevant and requests that he prove what he says about the plaintiff.

Judgment

The honorable court, having considered the entire proceedings and examined all the papers in the case, can not find that the defendant defamed the plaintiff in saying that he stated that he had credited Ro. Livingston for some wine, but think that if it were true it would be Secretary Livingston, rather than the plaintiff, who would feel insulted and who would wish to know whether the plaintiff cared to maintain that. As to the plaintiff's having called the defendant in open court the worst and most unworthy member of his entire company, the honorable court do not see how he can substantiate that; on the contrary, they find that he has behaved well in this place, as it behooves a citizen to behave himself. They therefore nonsuit the plaintiff and condemn him to pay the costs of the suit.

Marte Gerrits, plaintiff, against Cornelis Dyckman, defendant.

Case according to the preceding minutes. The plaintiff still demands of the defendant 8 beavers for house rent.

The defendant says that he only agreed to pay 2 beavers of the 8 and that the other 6 must be paid by his mother.

[196] The plaintiff leaves it to the defendant, whether he is willing to swear to it; after a few moments consideration he refuses to take the oath. The plaintiff thereupon says that he will settle with him.

Mr Siston, sheriff, plaintiff, against Alida van Slichtenhorst, the wife of Mr Gerrit van Slichtenhorst, defendant.

The plaintiff presents his bill of complaint against the defendant and the affidavit, but nothing is done in the matter, the case being put over to the next court day.

Pieter Meuse, appearing in court, humbly requests their honors to be pleased to grant him a deed for a house here in Albany, heretofore belonging to Richard Frizer, deceased, as the said Frizer died in London and has left no power of attorney here to settle his estate. All he left is the patent for the aforesaid house, placed in the hands of Mr Pretty, with an order on Ger[t]. Janse Stavast (to whom he sold the said house), which order he, P[r]. Meuse, paid to the said Pretty, it being the last payment due on the said house. He therefore requests that the honorable court be pleased to grant him a deed, in order that he may deliver the said house free and unincumbered.

The honorable court grant his request, because the aforesaid Frizer died in England and has left no power of attorney here. They hereby order the secretary to draw a deed[1] to him at the expense of Mr Pretty and Jan Becker, the attorney of C. Jan Backer,[2] who received the last payments for the house. Mr Pretty is ordered to execute a discharge for the receipt of the amount of the order, which he agrees to do.

Doctor Ab[m]. van Tricht shows to their honors an account against Juffrow Curler, deceased, according to which she owes

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[1] The translation of the deed, dated Aug. 14, 1677, is in *Early Records of Albany*, 1:159. Pieter Meussen Vrooman married Volkje Pieters, the widow of Gerrit Jansen Stavast.

[2] Capt. John Baker.

him 116 gl. in beavers for surgeon's fees and 8 schepels of wheat for a hog delivered to her. He requests preference [over other creditors].

The honorable court put over the case to the next court day.

[197] There is presented a petition of Arnout Corn. Viele and Storm van der Zee, innkeepers, praying that they may have license to tap and to keep public taverns for the accommodation of strangers, and that all wholesalers, merchants, bakers and brewers may be enjoined and prohibited from retailing or selling by the small measure any wine, brandy, rum, or beer without a license.

Whereupon the honorable court grant the following apostil:

The honorable court, having taken the petitioners' petition into consideration, give for answer that they can not forbid any of the inhabitants to retail or sell any beer by the small measure. And as to the retailing of wine by various people, they refer them to the right honorable governor general. Thus done in Albany at the session of their honors aforesaid, on the 3d day of April 1677.

Sarah de Wandelaer, wife of Joh. de Wandelaer, plaintiff, against Alida van Schayck, wife of Ger^{t}. van Schayck, defendant.

Case according to preceding minutes. The plaintiff persists in her former demand, presented on the preceding court day, that the defendant declare before the court exactly what her intention was in submitting such impolite samples of questions to the petitioner as to the lace missed by her (as she says), as shown by an affidavit of two honest women.

The defendant answers that the plaintiff's complaint in the warrant speaks of defamation, with accusation of theft, which the plaintiff does not prove and of which no mention is made in her affidavits, which declare that the discussion proceeded in the form of questions. And, in truth, the defendant had good reason for asking the plaintiff whether she had not taken the lace with her by mistake, or inadvertently put it into her pocket with her handkerchief, or whether her child might not have played with it

and thus [198] dropped it somewhere, as she herself admits having had the lace in question in her lap and in her hands. And although the sworn affidavits, as they stand, can not prejudice the defendant, the defendant knows full well that they are impertinent and that they do not contain everything that passed between the defendant and the plaintiff. Furthermore, the defendant says that the plaintiff's remonstrance conflicts with the warrant, because in her remonstrance she asks that the defendant shall make a statement as to her thoughts, of which she is not bound to render an account to any one but God alone.

Judgment

The honorable court, having duly considered the entire proceedings between Sarah de Wandelaer, wife of Joh. de Wandelaer, plaintiff, on the one side, and Alida van Schayk, wife of Gert. van Schayk, defendant, on the other side, and taken into account everything that had to be taken into account, carefully note that point in the affidavit of the two trustworthy women whereby the defendant admits that she asked the plaintiff whether she had not put the lace in question into her handkerchief and also whether her child might not have lost it on the way, which questions are by the honorable court declared to be very improper and impolite and not fit to be asked of an honest person of good standing and reputation. Therefore, their honors aforesaid conclude and order that the defendant, before the court, shall declare the plaintiff to be an honest person, of whom she knows nothing but what is honorable and virtuous, and that she shall acknowledge that she had thoughtlessly spoken ill of her. The defendant is condemned to pay the costs of the suit.

The parties having been called into the court room, the aforesaid judgment was read to them, wherupon Mr Slichtenhorst, as attorney for his daughter, answered that the defendant would not satisfy the aforesaid judgment. Their honors having asked her 2 or 3 times whether she would not satisfy it, her father answered that he was not yet resolved to do so, but would think it over two or three days.

[199] Whereupon the sheriff was ordered to keep the defendant in custody until she complied with the foregoing judgment.

Extraordinary session held in Albany, April 6, 1677

The judgment of the honorable court pronounced on the 3d of this month in the case between Sarah de Wandelaer, wife of Johannes de Wandelaer, plaintiff, on the one side, and Alida van Schayck, wife of Gerrit van Schayk, defendant, on the other side, having been read to the parties, the honorable court asked Alida van Schayck whether she was willing to satisfy the same (as she had requested 2 or 3 days' time to consider the matter), whereupon, after some debate, she agreed to satisfy the same, and declared Sarah de Wandelaer aforesaid to be an honest person of whom she knew nothing but what was honorable and virtuous and that thoughtlessly she had spoken ill of her, whereupon she was immediately released from the sheriff's custody.

Casper Jacobse requests permission of the honorable court to move his fence around his land further up the hill in order to have more room, as he intends to build a new log fence.

The honorable court give him consent and permission to extend his fence one rod further toward the hill, for the use of himself and his heirs. *Actum* in Albany, at the session of their honors, this 3d day of April 1677.

[200] Extraordinary session held in Albany, April 17, 1677

Present:

The Right Hon. Sir Edmon[d] Andross, Esq., governor general
Capt. Salisbury
Mr de Meyer,[1] mayor of New York
and the commissaries and the sheriff

Ordered that no affidavits or depositions shall be taken, received, or written, except in court, unless on necessary occasions, such as sickness or the eve of one's departure, in which case it is to

[1] Nicholaes de Meyer.

take place by order of the court in the presence of two commissaries.

Permission is granted to have an inspector of grain and meal here and Luycas Gerritse is appointed to that office.

It is resolved to draft an ordinance concerning hogs and to publish the same at the first opportunity, viz:

By the Governour

Being informed, and appearing the great damadge & inconvenience of hooggs goeing & rooting up ye very grasse, in and about this toune, Upon advice with the Magistrates I have orderd & doe hereby Publish y^t^ all hoggs be forthwith Ringed, soe as y^ey^ cannot Root up, and that they be kept up, or driven out of Toune every morning, & none suffered in ye streets all day & y^t^ all hogs which shall not be soe ringed within 3 days doe Pay one gild^r^: Bev: for ye first time, one whole Bever ye 2^d^, and be forfeited the 3^d^ time soe found, & y^t^ ye sherife take care to ye Punctuall observance of this order, and y^t^ all hoggs found in ye Streets in Summer, from 8 a Clock in ye morning till 6 at night be Pounded and Pay 2 g^l^. Zew^t^: *Actum* in Albany the 19 April 1677

Was signed

E. Andross

Published and posted
the 21 April 1677 *D: Saturni*

[201] Extraordinary session held in Albany, April 20, 1677

Present:

The Right Hon. Sir Edmond Andross, Esq., governor general

Capt. Salisbury and all the commissaries

After deliberation it is thought fit and resolved that Johannes Provoost is to hold the office and post of vendue-master, at Shinnechtady as well as here, until further order, on condition that he furnish two sufficient sureties and render an annual account thereof.

The impost on powder and lead coming up the river (to wit, one beaver for each 100 lbs of powder and one-half beaver for 100 lbs of lead) is allowed to continue for one year.

Note. The first year will expire June 28, 1677, and this coming year 1678 on the same date.

It is ordered that at the first opportunity a pound pen (*Schutt Hock*) shall be built, of which Huybert Janse,[1] the executioner, is to have the profits as well as the fines of the hogs, according to the ordinance of 19th of this month. But of all fees amounting to one beaver, the sheriff is to receive one-half.

The 25th of April 1677

At the proposal of the right honorable governor general, Seign^{r}. Gerrit van Slichtenhorst and Robt. Sanders have agreed with each other in love and friendship and in the presence of the governor general, the magistrates and some of the most prominent persons of the place extinguished and settled all previous differences and disputes, [202] acknowledging each other to be honest persons and declaring that they have nothing to say against one another that reflects on their honor or virtue. The parties agree to pay each his own costs. Thus done as afore stated and confirmed by the clasping of hands.

Whereupon the governor general declared and recommended to the magistrates that all dissensions and contentions, etc., which have arisen from the foregoing suit concerning any other persons, shall be and remain extinguished and ended, especially the case of Hendrik Cuyler and the wife of Claes Ripse.

April 27, 1677

Present:

The Gov. Gen. E. Andross
and the 4 commissaries

Secretary Robt. Livingston requests his honor that he may receive an annual salary of six hundred guilders in seawan like

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[1] In 1654 referred to as Huybert Jansz *de guyt*, or the rascal. *Minutes of the Court of Fort Orange and Beverwyck*, 1:154.

Lowys Cobes had in his time and 5% for keeping the book of the public revenue, as last month he asked for the same by a humble petition to the honorable court, who granted him but 400 gl. in seawan a year and 8 beavers for keeping the books, notwithstanding he has more trouble in making translations, etc., than any secretary has ever had heretofore.

The governor general, having taken the matter into consideration, finds the secretary's request as to his salary to be reasonable and therefore orders and consents that the secretary shall have a salary of six hundred guilders in seawan a year and 4% for keeping the books.

At his request the secretary aforesaid is likewise granted the privilege of levying execution against any one who witholds or is unwilling to pay any part of his earned fees, without having to summon him or her before the court, it being sufficient for him to report the matter to one or two commissaries.

In witness whereof, [signed] by us

Dirck Wesselsz
Marten Gertsen

[203] May 1, 1677

List of persons who have sworn to their accounts against the estate of Juffrow Curler, deceased, viz:

Jan Labbathee
Hend. Coenraetse from Bon

The 12th of June the following were sworn, viz:

Jan van Loon
Anth°. Lespinard
John Becker
Marcelis Janse
Albert Rykman
Hend. Bries

Jan Bleeker, Jacob Shermerhooren, Jacob Sanderse — swore as attorneys that they had received nothing more than was reported by them

Stoffell Janse

Wynant Gerritse
Jochim Ketelhuyse
Pr. Soo gemackelyck
Evert Luycasse
Ryckje Staes
Abm. van Tricht
Jochim Wessells
Robt. Sanders
Harme Bastianense
Jacob Salomonse
Teunis Templier
Jan Rutgerse van Zoest

Wm. Teller swears that he has received nothing in satisfaction of the judgment which he obtained on account of Aug. Herman against Juffrow Corlaer, deceased, nor in payment of Jan van Ake's account, or his private account.

[204] Here follow the names of the persons who swore to their accounts against the estate of the late Juffrow Corlear deceased, at an extraordinary session held in Albany, June 19, 1677, *D. Martis*

Gerrit Visbeeck
Volkt. Janse for both accounts
Geertruy Vosburg
Marte Criger
Corn. van Ness
Geurt Hendrix
Elias van Gyselingh
Pr. van Olinda
Jan van Eps
Wm. Abrahamse
Harme Vedder
Teunis Dirkse
Mews Hoogeboom
Myndt. Janse Wemp
Gert. Banker
Johannis Pootman

Barent Ackerstaff has not taken the oath, but 2 beavers have been allowed him for his claim and he must compete with the others.

Mr Pretty's account, extracted from the books of Marte Cryger, for excise, being revenue of the Duke of York, amounting to the sum of fl.572:10 in seawan is preferred.

Barent Janse has been watcher (*toesiender*) for 6 weeks and is allowed 60 gl. in seawan, and the other likewise,

Annetie Lievens
Adriaen Huybertse
Teunis Spitsenbergh
Harme Gansevoort
Christiaen Christiaense

and no more.

Rich. Friser, who died in England, is to have 7 schepels of wheat from the estate,on the same basis as others.

All the other accounts which are in the hands of the administrators, which neither can nor need to be sworn to, their honors refer entirely to the decision of the administrators.

[205] Ordinary session held in Albany, May 1, 1677

Presentibus omnibus
Exempt Pr. Winne

Harme Janse, plaintiff, against Isebrant, of Schinnechtady.

The plaintiff demands of the defendant 26 gl. in seawan for work performed by him.

The defendant says that the money in his hands was attached by Symon Volkertse.

No notice of the attachment having been given to the court, it is declared invalid and the defendant is condemned to pay the said sum within the space of 14 days, *cum expensis.*

Wm. Hallie, plaintiff, against Jurian Teunise Tappen, defendant.

The plaintiff demands of the defendant 12 beavers due to him for one year's service according to the contract of January 29, 1675/6, of which he has received 2 schepels of wheat on account. He requests the rest of the payment in beavers, or 5 schepels of wheat per beaver.

The defendant says that he has never refused to pay in wheat at the rate of 4 schepels to the beaver. Also, that he must still serve 3 days.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the remainder of his

wages in beavers, or in wheat at 4½ schepels to the beaver, within the space of 14 days, *cum expensis*.

Anth°. Lespinard, plaintiff, against John Archer, *alias* Bergen-op-Soomer,[1] defendant.

[206] The plaintiff says that he made a contract with the defendant for building a small house, one board in length, which the defendant refuses to carry out, and as he owes the plaintiff fl.62:8 in seawan, he requests that he may have his money, when he will release him from the contract.

The defendant says that he has been sick and promises to carry out the contract.

The honorable court condemn the defendant to pay the plaintiff the fl.62:8 in seawan within the space of 14 days, *cum expensis*, and release him from the contract.

Hend. Coenraetse, plaintiff, against Dirkie de Wevers,[2] defendant.

The plaintiff claims that the defendant owes him money, as she has been credited on his account in the books of Arent van Curler, as appears from the books.

The defendant produces an account in court showing that he owes the defendant fl.77:8 in seawan.

The plaintiff, replying, rejects an item of 70 gl. for 2 beehives.

The honorable court order the defendant to produce proof of the 2 beehives on the next court day.

Mr Gert. van Slichtenhorst, plaintiff, against Claes Ripse, defendant.

The plaintiff says that he suffers great damage from the defendant's sewer which runs through his garden in such a way that his garden is not fit to be used. He requests reparation of the damage, with costs, etc.

The defendant answers that he would be glad to remedy the trouble if he only knew how.

[207] The honorable court hereby request and authorize Pr.

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[1] Native or inhabitant of Bergen-op-Zoom, a then strongly fortified city in the province of North Brabant.

[2] Dirkje, the wife of Jan Martensen, the weaver.

Meuse Vrooman and Stoffell Janse Abell (as overseers of the city) to inspect the said sewer and to make report to their honors on the next court day.

Mr Robert Hammilton, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant 6 beavers and 8 gl. in seawan for rum and 3 or 4 lbs of deer skin, as also 3 gl. in seawan which he paid to Lud. Cobes.

The defendant admits that he owes all but the 3 gl. of Lud. Cobes, but says that the plaintiff has a bond of his and requests to have it back.

The plaintiff in reply says that he has lost the bond, but offers to give a discharge.

The honorable court condemn the defendant to pay the plaintiff the above mentioned sums immediately according to his acknowledgment, with costs. They likewise order the plaintiff to sign a discharge in the record, as the bond is lost.

Mr Siston, sheriff, plaintiff, against Teunis Spitsenbergh, defendant.

The plaintiff demands the fine according to the ordinance because the defendant's bridge near his house, at the mill, is out of repair.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the plaintiff the fine of 25 gl. in seawan and order him to repair the bridge at the first opportunity. *Cum expensis.*

[208] Idem, plaintiff, against

absent Carsten Frederickse, Hanse Dreeper, Harme Janse } defendants

The plaintiff demands the fine accounting to the ordinance because they have not removed their wood from the street, which he proves by the court messenger.

The honorable court condemn the defendants to pay the plaintiff each a fine of 25 gl. in seawan, *cum expensis.*

Robt. Livingston, plaintiff, against Tierk Harmanse, defendant.

The plaintiff says and complains the the defendant has not carried out his contract to cart 200 slates to the strand, thereby causing him great loss. He therefore requests that he may be ordered to cart the said slates to the strand within 2 days, or else to make good the loss which he will suffer thereby.

No appearance on the part of the defendant.

The honorable court order the defendant to deliver the 200 slates at the strand within 4 days. In case of failure thereof the plaintiff is to proceed against him to the utmost for costs and damages.

Luycas Gerritse, pursuant to the order of the governor general, is appointed by the honorable court inspector of meal and wheat in this city and the dependencies thereof and also grain measurer, together with Wm. Hoffmayer, for which he is to receive the following fees, to wit:

[209] For inspecting and marking each cask of meal 7 st. in seawan.

For inspecting grain, whether more or less, 4 gl. in seawan for his trouble; and he who is at fault to pay the costs.

And for measuring grain as much as Wm. Hoffmayer, who with him holds the office of grain measurer.

Luycas Gerritse aforesaid has accordingly taken the oath, as follows:

Whereas you, Luycas Gerritse, have been appointed inspector of meal and wheat in this city and the dependencies thereof, and also grain measurer, you swear by the name of the Eternal that you will truly and faithfully inspect or examine all meal, wheat, or other grain, to see whether it is deliverable or not and also measure the same faithfully and that you will not pass any grain that is not clean or pure. You shall also put your special mark on all barrels inspected by you and in all things do as a faithful inspector ought to do, acting in all circumstances faithfully according to the best of your knowledge and conscience. So help you God Almighty!

Monsr. Willem Beekman, administrator of the estate of the late widow Corlaer, deceased, standing inside, requests that the

honorable court be pleased to appoint two impartial men to appraise the negress Anna (without her child), as by a mortgage dated December 1, 1676, she is bound to Capt. Delavall.

Whereupon the honorable court request and authorize Mr Wm. Teller and Mr. Marte Criger to appraise the said negress and to report to their honors.

Monsr. Beekman aforesaid requests the honorable court to render a decision regarding a negress called Dina, whom the widow Corlaer in her will set free, namely, what is to be done in the matter.

The honorable court refer the matter to the creditors in general.

[210] Monsr. Beekman aforesaid and Sweer Teunise appearing in court produce some accounts regarding the aforesaid estate about which they are in dispute.

The honorable court request and authorize hereby Gert. Swart and Jan Janse Bleecker, with the secretary, to examine the accounts of Arent van Curler, deceased, and Sweer Teunise and to report to their honors.

Agnietie Hendricx, widow of Jan Helmerse, *alias* Jan de Bock, requests once more that she may be relieved and released from the debts of her husband, deceased, as she put the key on the coffin when her husband died.

The honorable court: *fiat*, and they hereby grant her a release from all debts contracted during her husband's life time, and this for various reasons them thereunto moving, she having laid the key on the coffin and being now poor and burdened with many young children.

Mr Tymothy Cooper, plaintiff, against Gerrit Teunise, defendant.

Case according to preceding minutes. The defendant brings with him Jan Conell to explain his case, as he was his attorney at Springfield.

John Conell, being sworn, says that about three years ago, when he was at Springfield, having a power of attorney from

Gert. Teunise, he asked Mr Cooper for some dozens,[1] which the aforesaid Gerrit had sent to Mr Cooper, not knowing, however, how much. Whereupon Mr Cooper answered that he had given out the said dozens on credit to the Indians, to which the deponent replied that this would not be satisfactory.

The honorable court order that this deposition be put into the hands of referees with such other explanations as the parties are able to produce, in order that they may immediately make an end of it and report to their honors.

[211] Jan Verbeek and Adriaen van Ilpendam request the honorable court that they may be preferred creditors against the estate of the widow Corlaer, deceased, for 7½ years' services in carrying on litigation, acting as agents and settling other affairs for her.

The honorable court grant them preference for last year's services performed by them when she died. For the rest they are to be treated on the same basis as the other creditors.

Jochim Wesselse requests preferential rights for 50 schepels of wheat which he loaned out of hand to the widow Corlaer, deceased, in part payment of which he has received 14 schepels.

The honorable court deny the plaintiff's request.

I, the undersigned, Robt. Hammilton, hereby acknowledge that I received from Gerrit Teunise the sum of 6 beavers, 11 gl. in seawan and 4 lbs of deer skin which he owed me, giving him hereby a discharge from the beginning of the world to this day. In witness of the truth I have signed this in the record at Albany the 4th of May 1677.

Rob. Hamilton
Acknowledged before me
Robt. Livingston, Secretary

The 3d of May Wm. Parker, court messenger, agreed to build a pound pen (*Schutt hock*) and he is granted the emoluments thereof.

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[1] A kind of kersey, or coarse woolen cloth.

[212] On the 4th of May 1677 Marcelis Janse agreed to be rattle watchman for the period of one whole year for the sum of 650 gl. in seawan according to the contract thereof, commencing this evening.

The Commissaries of Albany, Colony Renselaerswyck, Schinnechtady, &ca.

Being informed of ye great dammadge and inconveniencie of Schepels, Casks, ells, kanns, and weights not being measured and marked wt ye Touns mark we doe therefore Order and hereby Publish that all Schepells, Casks, Ells, kans, and weights, be measured, tryd and marked wt ye Touns mark, by John andriese Cooper, who is authorised thereunto, in 14 dayes time, Paying him as formerly was Payd to his Predecessor. The ells are to be tipt wt Yron or Brass at ye end; The Inhabitants of Albany are likewayes orderd to Pave there Streets according to ye former order in a monthes time, and whosoever shall neglect to Perform the Premises shall Pay a fine according to ye Courts discretion, therefore they are hereby warned upon there Perrill for default. *Actum* Albany the 8th day of mey 1677

By order of ye Court

Robt: Livingston Secr.[1]

[213] Ordinary session held in Albany, June 12, A°. 1677

Present:

Capt. Ph. Schuyler
Mr Rich. Pretty
Mr Ands. Teller
Mr Dirk Wessells
Mr Jan Thomase
Mr Pr. Winne
Mr Siston, sheriff

Arnout Cornelise Viele, plaintiff, against Jacob Vosburgh, defendant.

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[1] The Dutch text follows in the record.

The plaintiff's wife demands of the defendant the sum of 6 beavers.

The defendant says that he gave the plaintiff an order on Kinderhoek, where his payment was ready last winter.

The plaintiff says that he never received any payment.

[214] The honorable court, having heard the parties on both sides, condemn the defendant to pay the quantity of 6 beavers to the plaintiff within the space of 14 days, *cum expensis*.

Laurence van Ale, plaintiff, against Dirk, the Swede, defendant.

The plaintiff demands satisfaction for a mare which the defendant asked him to take back. He was ordered to deliver the same to Pr. Vosburgh, but failed to do so and meanwhile the horse died in the woods. Also, a horse which was allotted to him in dividing the increase between them.

The defendant's wife answers and acknowledges that the mare was at their risk when it died, and she offers to give a horse of the farm in return for it.

The honorable court, having heard the parties, order the defendant to satisfy the plaintiff for the mare. As to the other horse which the plaintiff claims, it is decided that each shall have a half-interest in it. The defendant is condemned to pay the costs of this suit.

Roeloff Janse, plaintiff, against Jan Flodder, defendant.

The plaintiff says that he was wounded by the defendant, who refused to pay the surgeon's fees, and that the surgeon attached the money which he was to have for his pain and suffering.

The honorable court order the defendant to pay the surgeon's fees within the space of 14 days, *cum expensis*, and vacate the attachment of the boards.

[215] Geertruy Vosburgh, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant a four-year old sow, with two years' increase, a gun, and 7 schepels of wheat.

The defendant acknowledges that he received a one and one-half year old sow from the plaintiff. As to the gun, he says that

it was stolen from his house and proves that she got it back. As to the 7 schepels of wheat, he absolutely denies that he owes them.

The honorable court, having heard the parties, order the defendant to deliver to the plaintiff such sow as he received from her, and for the increase to deliver four pigs, six months old, *cum expensis.*

The attachment by the plaintiff of 6 beavers in the hands of her son is vacated.

Gerrit Teunise, plaintiff, against Geertruy Vosburgh, defendant.

The plaintiff produces a bond payable by her son, Jacob Vosburgh, of £4 sterling, which the defendant agreed to pay, but which he failed to do.

The defendant says that she has nothing to do with her son's debts.

The honorable court, having heard the parties, condemn Jacob Vosburgh to pay the amount of the bond payable by him in beavers or beavers' value, as he contracted the debt and not the defendant, and this within the space of 14 days, *cum expensis.*

[216] Jacob Vosburgh, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant payment for his trip with him to Westenhoock, as he received payment from the governor.

The defendant answers that he went with him only for company and that he has not promised him one stiver.

The honorable court adjourn the matter until the arrival of the governor to whom the plaintiff may address himself.

P[r]. Winne, Junior, plaintiff, against Jan, the Noorman, defendant.

The plaintiff demands of the defendant one beaver for tar delivered to him.

The defendant denies that he received anything more than was justly due to him.

The honorable court order the parties to settle with each other and pay each other according to proper accounts.

Jacob Shermerhooren, plaintiff, against Elis. Rinkhout, defendant.

The plaintiff demands of the defendant 3 beavers and fl. 6:19 in seawan, as per account.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 3 beavers and fl.6:19 in seawan demanded by him, within the space of 14 days, *cum expensis.*

[217] Jan Conell, plaintiff, against Jan de Goyer, defendant.

The plaintiff demands of the defendant 40 gl. in seawan for wine consumed.

The defendant denies that he owes so much, saying that he has had only 4 quarts of rum, of which one-half was water.

The honorable court condemn the defendant to pay the sum of 40 gl. in seawan to the plaintiff within the space of 14 days, *cum expensis.*

Gerrit Teunise, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant 6½ beavers, being the remainder of a debt of 12 beavers.

The defendant produces a counter claim, but it is rejected because he charges 234 gl. in beavers for the loan of a plow for 1½ years, which the plaintiff says he used for only 3 weeks.

The honorable court, having examined the accounts of the parties, find that the defendant owes the plaintiff the sum of 45 gl. in beavers, which he is condemned to pay within the space of 3 days, *cum expensis.* As to the account for the plow produced by him, it is not accepted because he received the rent for it.

Cornelis Teunise, plaintiff, against Reynier Schaets, defendant.

The plaintiff demands of the defendant 7 beavers for a heifer bought from him.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the aforesaid 7 beavers to the plaintiff within the space of 14 days, *cum expensis.*

[218] Geertruy Barentse, plaintiff, against the wife of Hend. Meuse, defendant.

The plaintiff demands of the defendant 3½ beavers for clothes which she bought for her daughter.

The defendant's husband, Hend. Meuse, appearing, says that the agreement was that payment could be made in any currency.

The honorable court, having heard the pleadings on both sides, condemn the defendant to pay the plaintiff the 3½ beavers, or the value thereof, within the space of 14 days, *cum expensis.*

John Conell, plaintiff, as agent of Mr Charles Eccles, against Gert. Teunise, defendant.

The plaintiff demands 1340 pounds of meal which he was to deliver last October, but failed to deliver, so that he now claims damages because last fall the meal was worth 18 stivers per hundred pounds, while now he would lose at least 7 or 8 stivers on it.

The defendant admits the debt.

The honorable court order the defendant to pay Charles Ecles' agent the 1340 pounds of meal within the space of 8 days, without further delay, *cum expensis.*

Claes Janse Stavast, plaintiff, against Aert Goose, defendant.

The plaintiff demands of the defendant fl.59:4 in seawan as per account.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the said sum of fl.59:4 in seawan to the plaintiff within the space of 14 days, *cum expensis.*

[219] Wm. Gysbertse, plaintiff, against Harme Janse, defendant.

The plaintiff's wife demands of the defendant fl.45:12 in seawan for tavern expenses.

The defendant says that wheat was paid on account.

The plaintiff answers that it is the net amount due.

The honorable court condemn the defendant to pay the plaintiff the sum of fl.45:12 in seawan within the space of 14 days *cum expensis.*

Idem, plaintiff, against Elias van Ravesteyn, defendant.

The plaintiff's wife demands of the defendant fl.48:10 in seawan for tavern expenses.

The defendant says that he never received any account from him.

The honorable court condemn the defendant to pay the sum demanded within the space of 14 days, *cum expensis*.

Jan Conell, plaintiff, against James Penniman, defendant.

The plaintiff demands of the defendant 13 yards of serge in satisfaction of the payment for a house sold to the defendant.

The defendant answers that the 13 yards are not stipulated in the contract of sale of the house, but that they are written in the margin; secondly, that he was to have lumber and to have work done for the serge; thirdly, that in the deed he acknowledges that he had been paid.

The plaintiff refers to the contract of sale.

The honorable court, having taken the matter into consideration, condemn the defendant to pay the plaintiff 13 yards of serge within the space of 14 days *cum expensis*.

[220] James Penniman, plaintiff, against Jan Conell, defendant.

The plaintiff demands damages of the defendant for not having carried out his contract regarding the house sold to him on August 10, 1674,[1] as he has sold him the house encumbered with a mortgage, having no power to deliver the same.

The defendant says that he could deliver the house at any time as soon as it was paid for.

The honorable court nonsuit the plaintiff because he can not prove anything and because he did not bring suit at first before the house had been conveyed to him, and they condemn him to pay the costs of the suit.

Capt. Volkert Janse Dow, plaintiff, against Dirk Teunise, defendant.

The plaintiff says that in the month of April he made an agree-

[1] See *Early Records of Albany*, 1:102.

ment with the defendant for 15 gl. in seawan, upon the condition that he would take it upon himself to release the plaintiff from the claim by Jan Conell and Dirk Albertse Bradtt, on account of the palisades.

The defendant says that he made a final agreement with the plaintiff at the house of Mynert Frederikse that he was to give 9 gl. in seawan to boot and to cart the remaining posts to the strand.

The oath having been deferred to the defendant by the plaintiff, it was taken by him.

The honorable court therefore nonsuit the plaintiff and condemn him to pay the costs of the suit.

[221] Tierk Harmense, plaintiff, against Robt. Livingston, defendant.

The plaintiff demands of the defendant one beaver for carting wood and 45 gl. in seawan for 200 slates.

The defendant answers that the slates were not delivered according to agreement, nor at the appointed time as ordered by the honorable court, so that he has been obliged to buy slates from Teunis Spitsenbergh, having paid him 45 gl. 8 st. in seawan for 134 slates, according to this receipt; also for expenses and one man's wages, 6 gl.; for citation, etc. on the last court day and payment to Parker together fl.12:4, making with the 8 st. extra paid to Teun. Spits[enbergh] fl.12:12 in seawan. As soon as he pays this seawan he will receive his beaver.

The honorable court, having heard the parties on both sides, order the defendant to pay the plaintiff one beaver, less the 12 gl. 12 st. in seawan which the plaintiff must pay the defendant for the expenses incurred on the slates.

Hend. Coenraetse, plaintiff, against Dirkje de Wevers, defendant.

Case according to preceding minutes. The defendant was on the last court day ordered to bring proof about the 2 beehives, but has failed to do so.

The honorable court, having heard the parties on both sides, order them to settle their accounts and duly pay each other; but

as to the beehives, the defendant's claim is thrown out for lack of proof and she is condemned to pay the costs of the suit.

[222] Mr Siston, sheriff, plaintiff, against W^m^. Ketelhuyse, defendant.

The plaintiff demands of the defendant the fine for having fought with the person of Cor. Schelluyne.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 25 gl. in seawan by way of fine according to the ordinance, *cum expensis.*

Idem, plaintiff, against Hend. Coster.

The plaintiff demands of the defendant a fine of 300 gl. in seawan for having on a Sunday gone into the Indian houses to see the Indians, which he proves by Monsr. Teller, commissary.

The defendant admits that he has been in the Indian house, but says that he accepted no beavers there, although the Indians offered them to him.

The honorable court, having taken the matter into consideration, condemn the defendant to pay the plaintiff the sum of 200 gl. in seawan, *cum expensis.*

Idem, plaintiff, against Mr Gerrit van Slichtenhorst defendant.

The plaintiff demands of the defendant a fine of 200 gl. in seawan for having said to the honorable commissaries when they pronounced the judgment against Alida van Shayk: "Have you done that according to your conscience? You will have to answer for that." And also [for saying] that his daughter would not satisfy that judgment.

[223] The defendant answers that these things have already been settled and disposed of, as the judgment was carried out long ago.

The honorable court order the defendant to settle the matter with the schout, as it was then stated, or else the matter at issue will have to be prosecuted.

Idem, plaintiff, against Harme Gansevoort, defendant.

The plaintiff demands of the defendant the fine according to

the ordinance for trading outside with the Indians at Katskill, which he undertakes to prove.

No appearance on the part of the defendant.

The honorable court order the plaintiff to produce satisfactory proof on the next court day.

Idem, plaintiff, against Arent van den Bergh and Dirk, the Noorman, defendants.

The plaintiff says that he has been informed by the court messenger that the defendants keep a certain Indian as broker; also, that he himself has seen an Indian standing in their doorway and calling to other Indians to come in.

The defendants deny it.

The honorable court condemn the defendants to pay the plaintiff a fine of 25 gl. in seawan, because the schout saw the Indian do so.

[224] Idem, plaintiff, against Lambert Janse, defendant.

The plaintiff demands of the defendant the fine for having fought with the person of Bergen-op-Zoomen.[1]

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the plaintiff the fine of 25 gl. in seawan according to the ordinance within the space of 14 days, *cum expensis*.

Idem, plaintiff, against Mr Adriaen van Ilpendam, defendant.

The plaintiff demands of the defendant the fine provided by the ordinance for not paving his sidewalk (*stoep*).

The defendant answers that he has done his best and already has spent much money, but that he can not pave so far.

The honorable court order the defendant to use planks or slate for his street, so that it may be fit, to prevent further complaints.

Idem, plaintiff, against Paulus Martense, defendant.

The plaintiff demands of the defendant the fine provided by the ordinance for not having paved his sidewalk.

The defendant presumes that the widow of Tom Powl is re-

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[1] John Archer.

quired to make the sidewalk, as he recently bought the house from her.

The honorable court order the defendant to pave his street within the space of 8 days and to pay the costs.

[225] Albert Andriese Bradt, plaintiff, against Mr Johannes Provoost and Doct^r. Corn. v. Dyk, administrators of the estate of Juffrow Corlear, deceased.

The plaintiff produces in the first place a bond signed by Arent van Curler, deceased, in the sum of fl.700:4 in seawan, and also a note in Corlear's handwriting, but not signed, for fl.664.

The administrators show the book of Arent van Corlaer, deceased, from which it appears that there is due to the plaintiff but fl.700:4, and they reject the note, assuming that it was torn off from the other.

The honorable court accept the bond of fl.700:4 and reject the other note, as it clearly appears that they were attached to each other, and they condemn the plaintiff to pay the costs of this suit.

Paulus Janse, plaintiff, against the aforesaid administrators.

The plaintiff presents an account against the estate amounting to fl.265:3 in beavers and fl.1054:1 in seawan, with 114 schepels of wheat.

The administrators reject in part this newly presented account of the plaintiff's, but accept it in so far as it agrees with the old account of fl.240 in beavers, fl.841:1 in seawan and 104½ schepels of wheat, and they present a counter claim extracted from the books of Juffrow Corlaer in the sum of fl.1507:6 in seawan.

[226] The honorable court put over the case until next Tuesday, June 19, 1677.

Sweer Teunise, plaintiff, against the administrators, aforesaid.

The plaintiff presents his bill of complaint against the administrators, not being well satisfied with what the referees have done, but the bill is not read, as their honors have not yet examined the award.

The plaintiff requests that the award of the referees may not be approved until he has been heard.

Their honors grant his request.

Whereas Mr Cornelis van Dyck, chirurgeon, requests a certificate for the lot which their honors conveyed to him on the 29th of March last,[1] situated on the third kill, they have granted him, as they do hereby, the certificate, as the same has been lawfully conveyed to him in exchange for a small piece of land on the Rutten kill, which tended to inconvenience the burghers in pasturing their cattle. As this is not the case with the present land, nor with the land adjoining it, which belongs to the said van Dyk, his honor may freely grant him a patent for it.

[227] The constables of Albany are hereby in the name of his Majesty ordered immediately to have the bridges in and about this city repaired with shale or planks, as may be required. Also to procure lath for the roof of the prison (*gevangenhuys*). In Albany, June 12, 1677.

Extraordinary session held in Albany, June 13, 1677

Present: All the commissaries,
salvo M. Gerritse

The honorable commissaries of Albany, colony of Renselaerswyck and Schaenhechtady:

Whereas recently an order was published forbidding the sale of strong liquor to the Indians, this serves to notify every one that the inhabitants of Albany may sell strong liquor to the Indians, but in no smaller quantities that in kegs of 4 *kans*, the other ordinances published in regard to the sale of strong liquor to the Indians by the small measure remaining in full force and effect.

Likewise, the inhabitants of Albany are hereby expressly forbidden to lodge any Indians with their packs in their houses in the evening, after the ringing of the bell, of whichever nation they may be and whether directly or indirectly, or to allow them to camp on their lots, they being required to lodge in the Indian

[1] See *Early Records of Albany*, 1:150–51.

houses, under penalty of a fine of 50 gl. in seawan for each Indian or pack which shall be found in such place, to be applied for the behoof of the sheriff. *Actum* at the session, the 13th of June 1677.

[228] Whereas there hath been an order Published concerning hoggs upon y^e^. 19 April last 1677 which is not duely observed, we have hereby impowred Richard Wilson souldier, to take care y^t^. s^d^. order be observed and kept, who is to have the fines mentioned in s^d^. order imposed upon them that are in fault in alb: 13 Juny 1677

Whereas Geertruy Barents, wife of Jacob Hevick, has complained to our court that she is suffering great loss and damage from those who, having lots next to her land, pasture their cattle therein, namely, W^m^. De Backer, Joachim Ketelhuyse and others, who refuse to fence in their land with her;

Their honors, having taken the matter into consideration, hereby expressly ordain that all those who own lots lying next to her land and who are inclined to pasture their cattle therein must with her fence in their land, at their utmost peril, or otherwise pay the extreme penalty for the damage, etc. which she may suffer thereby. In Albany, June 13, 1677.

Recommended to the constables of Albany.

Extraordinary session held in Albany, June 16, 1677, *D. Saturni*

Present:

Capt. Salsbury, commander,
and the commissaries, except
J. Thomase

There was read a certain letter from the right honorable governor, wherein he expresses himself as much displeased about the conduct of the Maquas in taking to their land Indians who were under the protection of the governor. However, [229] he will consign this to oblivion, but lets them know that as he was willing to protect and supply their old men and women and children and

on occasion also their young men, if they or any others forget themselves and presume to receive any others who are in our district, I shall take it as if it were done to Christians and to myself and expect full satisfaction therefor. Also to take care that no trading take place outside the city of Albany and punctually to observe the ordinance against drunken savages.

Whereupon the following proclamation was published.[1]

Whereas there hath been severall orders sett forth and Confirmed from time to time, Prohibiteing all trade w^t^. Indians out of toun except Provisions which nowithstanding of all ye means used, to Prevent the same, yet People doe dayly Profaine [2] and trade w^t^. strong liquors and other Indian Commodities at Shinnechtady & elswhere, which is verry dangerous at this Juncture of time, & liwekays Prejudiciall to y^e^. s^d^. toun of albany, we doe therefore by order of the Govern^r^. & his Councill in his Majesties name forbid all manner of trade w^t^. y^e^. Indians, out of toune, forfeiting whatever is found any where vendable to Indians, except Provisions, y^e^. Produce of which if worth a [230] Bever and kept out of toun twenty four houres also forfeited, & where strong Liquors are found, the Party alsoo to be forthwith Committed, and at Least well fined, or further Punished as occasion [demands].

Neither are any to take Paunds [3] from Indians when Trusted except Zew^t^. upon Penalty of forfeiting y^e^. same. The former order Concerning drunken Indians found in the houses or upon y^e^. Street, dated y^e^. 28th. of June 1676 to be verry Punctuall observed, which all Persons may and are to take notice [of] at there Perrills for default. The Sheriffe is hereby orderd, to take notice, that these orders be duely observed and Putt in Execution, w^t^out any favour or Dissimulation to any Person. *Actum* in alb. in y^e^. Court house 16 June 1677

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[1] *affgeleesen;* meaning that it was read from the front of the court-house.

[2] The Dutch text, which follows on p. 230–31 of the record, has *overtreden*, meaning "violate."

[3] The Dutch text has *Pant*, meaning "pawn," or "pledge."

[232] June 19, 1677

Paulus Janse, plaintiff, against Doctr. Corn. van Dyck and Mr Johannes Provoost, administrators of the estate of the late Juffrow Corlers, deceased, defendants.

Case according to preceding minutes. The plaintiff persists in his previous demand of June 12th.

The defendants accept the old, but reject the newly delivered account and request prompt and speedy justice.

The honorable court, having heard the parties on both sides, adjudge and decide that the plaintiff's newly rendered account amounting to fl.265:3 in beavers, fl.1054:1 in seawan and 114 schepels of wheat, shall take its course in such currency as is specified, especially schepel for schepel and guilder for guilder in beavers and seawan, and that the counter claim which Mr Ary[1] and Jan Verbeek have extracted from the books and papers of Arent van Curler, payable to the plaintiff, amounting to the sum of fl.1507:6 in seawan, shall also have its effect, as well as the account of 141 gl. in seawan.

Sweer Theunise, plaintiff, against the administrators aforesaid, defendants.

The matter at issue having been submitted to referees with instructions to examine the papers, they report to their honors as follows:

1 As to the account of Jan Barentse Wemp, [233] of the year 1660, amounting to fl. 221:3 in beavers, they judge that this has been settled, because they find an account of Arent van Corlaer, deceased, also of the year 1660, amounting to 4 gl. in beavers and 330 gl. in seawan for 4 ankers of wine, which would amount together to 180 gl. in beavers, counting 15 gl. seawan to the beaver; therefore the settlement must have taken place after the year 1660.

2 They find that there is due from the estate aforesaid to Sweer 36 gl. in seawan, the two items being of the year 1662.

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[1] Adriaen van Ilpendam, notary public.

3 As to the purchase of the house in the year 1662, they find that 942 boards have been paid on account, so that there is due to the estate 58 boards.

The account of Sweer Theunise, purporting to show that he received something from Juffrow Curler in the years 1669 and 1672, they leave aside.

Sweer Teunise presents his declaration, whereby he declares that he and the administrators aforesaid made a certain agreement or contract with each other when the matter was before referees, namely, that no blotter or account of van Curler would be brought forward. All this is said to have taken place at Arnout Cornelise's, with friendly clasping of hands. He refers to Jan Vinnagen and Arnout Cornelise as witnesses. Jan Vinnagen having immediately been summoned and being asked whether he knew anything about the matter, he answered, No.

The administrators refer entirely to the compromise of referees.

[234] The honorable court, having considered the matter and taken everything into account that had any bearing on the matter, find that the plaintiff, for lack of evidence, can not prove what is alleged in his declaration. Their honors therefore completely approve what has been done by the referees and they order the parties to govern themselves accordingly.

Whereas Mon^r. Gerrit van Slichtenhorst last April presented a petition to the right honorable governor and the commissaries of this city, requesting that he might have the right of preference as regards a judgment pronounced on December 5, 1676, against the widow Corlaer, deceased, all of which was completely referred by the right honorable governor to the honorable court for their decision;

Therefore, the honorable court, having duly considered the matter, unanimously adjudge, decide and consent that the aforesaid Monsr. Slichtenhorst shall have the right of preference according to the judgment dated December 5, 1676, against Juffrow Corlaer, deceased, and now against the estate.

A petition is presented by Susanna Beekman, setting forth that

her husband, Marte Heyndrixe Beekman,[1] has recently died, leaving her with eight children, three of [235] whom must be supported as to food and clothing, which she is unable to do, as her husband left her nothing but the aforesaid children and she, with her husband and the three children, has for a considerable time been largely supported by the deacons and is still supported by them. She requests therefore, that their honors, for the reasons aforesaid, be pleased to grant that she shall not be held to pay the debts which to her regret she may owe anybody, nor be troubled about them by any one.

The honorable court: *fiat*, subject to the approval of the right honorable governor general.

I, the undersigned, John Conell, attorney for Chareles Eccles, hereby acknowledge that I have received from Seign^{r}. Gerrit Teunise the quantity of thirteen hundred and seventy-four pounds of meal, which the said Gerrit owed Mr Eccles. In witness of the truth I have signed this in the records of Albany. *Actum* in Albany, June 21, 1677.

John Conell

Acknowledged before me,

Robt. Livingston, Secretary

[236] Ordinary session held in Albany, July 3, 1677

Present:

Mr Rich^{d}. Pretty
Mr And^{s}. Teller
Mr Dirk Wessells
Mr Jan Thomase
Mr Martin Gerritse
Mr P^{r}. Winne and
Mr Siston, sheriff

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[1]Apparently the same person as Marten Hendricksen, *bierkacker*, who testified on Aug. 15, 1657, that he was born in Oldenborch and 30 years of age, his wife, Susanna, being born in New England and 23 years of age. *Minutes of the Court of Fort Orange and Beverwyck*, 2:68.

Mr Johannes Wendell, co-heir of Jillis Pieterse, deceased, against Volkie Pieterse, defendant.

The plaintiff says that he has attached the defendant's money in the hands of Jan Mangelse, because she refuses to pay a sum of fl.49:10 in beavers, which she owes for wages,as shown by the book of Jillis Pieterse, deceased, of which 45 gl. in seawan has been paid on account.

Pieter Meuse, husband and guardian of the defendant, claims that there is not so much due to the plaintiff and requests that Harme Bastiaense, who with Jillis Pieterse, deceased, worked on the house, may be heard.

Harme Bastiaense says that the 12 jack-screws were used but 3 days on the house, which amounts to 9 gl. in beavers. Also, that ½ day's work was on Delevall's account, but as to the 6 days' hire of the 3 jack-screws, he has no precise knowledge thereof.

The honorable court, having heard the parties, approve the book of Jillis Pieterse in everything but the 4th day's rent of the 12 jack-screws, as Harme Bastiaense was present also and says that they were used not more than 3 days. Also, that he will charge the ½ day's work to Delavall, which together makes a difference of fl.10:10 in beavers. The remainder, the defendant is condemned to pay to the plaintiff within the space of 14 days, *cum expensis.*

[237] Jacob Cornelise, plaintiff, against Meus Hoogeboom, defendant, absent.

The plaintiff says that he has been badly bitten in his leg by the defendant's dog, of which he has made a complaint to the schout. He demands damages for his pain and suffering, loss of time and surgeon's fees, showing by Jan Cornelise Vyselaer and Harme Janse that the dog attacked them also.

The honorable court, having heard the parties, order that the plaintiff is to receive from the defendant fl.30 in seawan for his board and that the defendant is to pay a fine of 25 gl. in seawan to the schout, together with the surgeon's fees and the costs of the suit.

Cobus Janse, plaintiff, against Harme Janse, defendant.

The plaintiff demands of the defendant 24 gl. in beavers and ½ beaver accrued interest according to his bond, and 17 fathoms of rope.

The defendant admits the debt.

The honorable court condemn the defendant to satisfy the plaintiff according to the contents of the bond, including the rope, within the space of 14 days, *cum expensis.*

James Penniman, plaintiff, against Wm. Abrahamse, defendant.

Lowys Cobes, attorney for the plaintiff, demands 3 schepels of wheat for a hat sold to him.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the plaintiff the 3 schepels of wheat demanded within the space of 14 days, *cum expensis.*

[238] Marte Cryger, plaintiff, against Gerrit Claese, defendant.

The plaintiff demands of the defendant fl.116 in beavers as per account, and some seawan, amounting to about 23 or 24 gl.

No appearance on the part of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sums demanded within the space of 14 days, *cum expensis.*

Wm. Loveridge, plaintiff, against Pieter Winne, Junr., defendant.

The plaintiff demands of the defendant payment of a bond for 33 barrels of tar assigned to him by the constable of the fort, with costs.

The defendant admits the debt.

The honorable court condemn the defendant to pay the plaintiff the contents of the bond, with costs.

Gerrit Banken, plaintiff, against Sweer Theunise, defendant.

The plaintiff demands of the defendant 300 boards of Poest,[1]

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[1] Jan Barentsen Wemp, whose widow married Sweer Teunissen van Velsen.

deceased; fl. 79:18 in beavers by balance of account rendered, and 12 beavers for the purchase of a piece of land, according to the contract of sale of May 24, 1677.

The defendant answers that he has several times offered to pay him, but that he has refused to accept payment. He only requests time until the boards come from the mill and permission to satisfy the account in good winter wheat.

[239] The honorable court, having heard the parties, condemn the defendant to deliver the 300 boards to the plaintiff within 48 hours and to pay the fl.79:10[1] in beavers or beavers' value, and the 12 beavers in beavers according to the contract, *cum expensis.*

Mr Siston, plaintiff, against W[m]. Nefiens, defendant.

The plaintiff says that Jochim, the baker, complained to him that the defendant used his horse to do some work, as a result of which the horse's breast is sore. He demands the fine.

The defendant denies it and requests that Jochim, the baker, prove it.

The honorable court order Jochim aforesaid to produce proof, or otherwise to pay the costs of the suit.

Idem, plaintiff, against Pieter Lassingh, defendant.

The plaintiff says that Jacob Heven's wife has complained to him that she is suffering great loss and damage to her grain caused by the defendant's horse and requests that a remedy may be found, as the fence of Willem, the baker, is not sufficiently tight to keep the horse in.

The defendant says that as soon as he heard the aforesaid woman was suffering damage on his account, he took his horse out of the pasture to prevent further complaints.

The honorable court refer absolutely to their order issued on the 13th of June last regarding Lubberden land and condemn Willem, the baker, to pay a fine of 12 gl. in seawan to the schout, *cum expensis*, because it was his pasture.

[240] Idem, plaintiff, against Ryck Machielse, defendant.

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[1] Thus in the original.

The plaintiff says that Adriaen Gerritse has complained to him that the defendant without his consent caught his horse and rode on it.

The defendant says that he was told by Jonge Jan to catch the horse and to take it home to the owner, as he had given orders to Jonge Jan to catch his horse.

The honorable court order Adrien Gerritse to bring sufficient proof that the defendant caught the horse in the pasture, or otherwise to pay the costs of the suit.

Doctor Corn. van Dyk, appearing in court, says that on the 19th of June last he had Akus cited to swear to his account payable by the estate, and produces an account extracted from the books of Juffrow Corlaer, deceased, payable by Martin Mauritse, his brother, amounting to fl. 158 in beavers and 144 gl. in seawan, which Akus[1] must pay, because he has become the heir of the aforesaid Martin.

Akus swears to his account payable by the estate, amounting to fl. 69, and in addition is given a preferred claim in the sum of 3 beavers for a plowshare which he loaned to Corlaer, deceased, because the same was sold for the benefit of the estate.

The account extracted from the books of Jillis Pieterse, deceased, payable by the widow Corlaer, deceased, is placed on the same basis as the others.

[241] Juffrow Maria van Renselaer, widow of the late Seign^{r}. Jeremias van Renselaer, former director, appearing in court, produces letters from the relatives at Amsterdam, signed by J. Baptist, Rykhart, Susanna and Leonora van Renselaer, dated November 3, 1676, whereby at her request they grant permission and consent to the said Juffrow to have the gristmill and the foreland of Broer Cornelis, near the house, provided she pay therefor what the friends shall agree upon, they having written to their brother, Dom. Renselaer, in case she should be inclined thereto, to agree with her about it, with the assistance of some good friends who have knowledge of such matters, having like-

[1] Aukes (or Jaques) Cornelissen van Slyck.

wise urged the said Domine to deal with her in the spirit of love.

Dom. Renselaer, director, appearing in court, was asked whether he had recently received any letter from the relatives in Holland concerning these matters. He answered, Yes, and was ordered to get it. The letter having been read, it completely confirms the letters to the aforesaid Juffrow, whereby she is given permission to have the mills, as above. But the Domine aforesaid will in no wise allow her to have the mills according to the letters from the relatives, but insists that after the expenses are paid they shall each have one-half. The Juffrow is not satisfied with this, as she must render accounts, she having the management of the revenue and the expenditures of the colony aforesaid. She therefore requests permission of their honors to attach the revenue of the mills in the hands of the miller until further order, or the arrival of the governor general.

[242] The honorable court consent and give her permission to attach the revenue of the mills in the hands of the miller and not to turn over any part of it until further order from the governor general. They also refer their further disputes to his honor's decision upon his arrival.

Dom. N. v. Renselaer, appearing in court, asks the honorable commissaries of the colony of Renselaerswyck whether their honors have ever by authority or command, under force or threat, demanded from, or been shown by, his grandfather Brant van Slichtenhorst, or his brothers Jan Baptist and Jeremias van Renselaer, former directors of the aforesaid colony, any public letters regarding the directorship, or any private letters sent reciprocally from one brother to the other?

Marte Gerritse, commissary, answers that whereas he addresses his question only to the three commissaries, to wit, Jan Thomase, P[r]. Winne and himself, and not to the others, he considers his question a frivolous one, as they are all together commissaries of Albany as well as of the colony of Renselaerswyck and the others of the colony as well as of Albany, according to his honor's commission.

[243] Dom. Nicholaus van Renselaer, appearing in court, produces a bond payable by Capt. Baker in the sum of 216 gl. in seawan, dated October 16, 1676, written by a notary public in the form of a mortgage, his, Baker's, house and lot being specially bound thereby as security. He requests judgment to levy on the aforesaid house for the payment by virtue of the bond.

The honorable court deny the request of the aforesaid Domine, because the special mortgage in the bond is invalid, being not written by a secretary and executed without the knowledge of commissaries, whereby much mischief may be concealed. They only reserve the petitioner's claim against the aforesaid Baker.

Storm van der Zee also produces a bond payable by the aforesaid Bakker, in the same form, for the sum of 120 gl. in seawan, dated October 16, 1676, and he is granted the same answer as above.

Mr Johannes Provoost, attorney for Mr van Ruyven, shows that the estate of Juffrow Corlaer owes the aforesaid van Ruyven the quantity of 6 beavers, which claim is put on a par with the others.

Wm. Parker, court messenger, complains to the honorable court that Dom. Renselaer will not pay him for his services in the suit between him and Mr Leysler and Milburn, although his account has been approved by the honorable court.

[244] The honorable court hereby expressly order Dom. Renselaer to pay the court messenger immediately for his services.

The honorable court order and authorize the sergeants of the companies [of the burgher guard] of this city to make an assessment or apportionment and to collect from the burghers and inhabitants of this city for the rattle-watch the sum of seven hundred guilders in seawan, each person to pay according to his rank and ability.

Johannes Wendell, constable, is hereby expressly ordered to procure carpenters for the prison, in order that the same may be built and completed at the first opportunity, without delay.

[245] Proclamacon[1]

The Worll. Commissaries of Albany Colony Renselaerswyk and Schaenhechtady &[c.] Whereas there are Severall Persones that cometh to trade here in this Place, and selleth by Retaile in the best time of tradeing wtout Paying any Imposition taxes or Quotisations for ye. maintenance of ye. Place, all of which tendeth to ye. great Prejudice and hurt of our Burgesses and free People here, We doe Therefore [246] expressly inhibit & forbid the Selling by Retaile to all those who comes here to trade and are not [burgesses], unlesse they come and acquaint the Commissaries, And give a Certaine somme of money for ye. maintenance of ye. Place Proportionable to yr. goods soo bought up hither, as the Court shall think fitt, which all Persones may and are to take notice off at yr. Perrills of Contravening under the Penalty of one hundred gilders Sewt. for ye. first fault for ye. 2d. 200 gl. and for ye. 3d. 300 gl. Z The said fines to be applyed one third to ye. King & twoo thirds to ye. Sherrife who is hereby ordained to take Strik[t] notice that this Proclamacon be duely Executd. *Actum* in our Court house of Albany, this 3 July 1677

By order of ye. Court

Robt. Livingston, Secr.

[247] [2]The Worll. Commissaries of Albany Coll: Rensel: and Schinnechtady &ca. Whereas there doe dayly arise Debates & Controversies in this Place concerning ye. Price of wheat which doth varie Yearly Lesse or more to ye. great Prejudice and discontent of ye. merchants and farmers here, Wee after mature Deliberation and by ye. order of ye. Right hondble. Gov: genll. E: Andross, for Preventing of Controversies in ye. future doe Publish & Declare that ye. Standing Price hereafter for wheat shall be foure Schepl. for one Bever, it is alwayes to be understood that all Bargains made before ye. Publication of this act shall be in full force according to Contract and aggreement made betwixt Partyes which all Persones Concerned are hereby required to

[1] The Dutch text precedes in the record.

[2] The Dutch text of this ordinance precedes.

take Notice [of] upon there Perrill. *Actum* in our Court house of Albany ye. 3 July Ao. 1677

By order of ye. Court

Robt: Livingston, Secr.

Upon Mr. Robt. Story's desire these under written is Recorded to witt

N: York 11 June 1677

In ye. Sloop Unity for Alb: John Joosten Mr., Robt. Story Enters in his own name to Load four Barrells of Rumm, one Barrell of wine, three Barrells of oyle, thirty Rolls of Tobacco, Twenty oyle Lether skinns, wt. Chest & Bedding for wch. said wine & Rumm, he hath Payd his Majs. Customes

was signed

Wm Dyre, Coll:

To Mr. Wm. Radeney, Surr.

Second Coppy attested by us

W. Radeney, Surver.

Henry Clerk, Survr.

[248] The honorable commander and the honorable commissaries hereby expressly forbid all the burghers and inhabitants here to sell liquor to the Indians for the present until further order, under the penalty of 200 gl. in beavers and arbitrary correction. *Actum* in Albany, July 30, 1677.

N. B. About 200 Maqua warriors have come here and are encamped about the city.

This day, the 6th of August, Mews Hoogeboom promised in the presence of the commissaries that he would run a boat for Mr De Lavall the entire summer to load planks, etc., provided he be paid as others after he has made his present trip.

Extraordinary session held in Albany, August 7, 1677

Present:

Capt. Phil. Schuyler

Mr Rich. Pretty
Mr Andˢ. Teller
Mr Dirk Wessells
Mr Jan Thomase
Mr Pʳ. Winne

Whereas the time of election is approaching, the honorable court, pursuant to the order of the right honorable governor general, have nominated the following persons as commissaries of this city, whose names are to be presented to his honor in order that he may make a selection from them:

Jan Janse Bleecker
Marte Cryger
Johannes Provoost
Doctʳ. Corn. van Dyck

[249] Dom. Nich. van Renselaer, director, has nominated for the colony:

Marte Gerritse, former commissary
Teunis Corn. van der Poell
Jurian Teunise Tappen

Ordinary session held in Albany, August 14, 1677

Presentibus ut ante

Monsʳ. Ludovicus Cobes, plaintiff, against Dom. Nic. van Renselaer, defendant.

The plaintiff says that he has presented a bill to the defendant amounting to fl.196 in seawan, for costs in the suit between the said plaintiff and Mr Milburn and Leyselaer, of which he has received only 5 beavers. He requests payment of the remainder and that his account may be shown to their honors.

The honorable court, having examined the account of Ludovicus Cobes, approve the 2d, 3d and 4th items of the account, amounting to the sum of fl.121, but reject the 1st, 5th and 6th items, because he is a notary public of Albany and they can not allow him any money for his trip from Schinnechtady to this place, nor for swearing any person. The plaintiff is condemned to pay the costs of this suit.

[250] Mr Asser Levy, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant 198 boards for 12 sheep which he sent to the defendant last fall and for which he was to send down the boards at the first opportunity, which he has thus far failed to do. He claims damages and compensation for lost time, having kept a boat here to ship the same according to his promise.

Default of the defendant.

The honorable court, having taken the matter under consideration, condemn the defendant to deliver the 198 boards to the plaintiff within the space of twice 24 hours, with the costs of the suit, on pain of execution.

Matthys van der Heyden, servant and attorney of Mr Corn. Steenwyck, plaintiff, against Jacob Janse Flodder, defendant.

The plaintiff demands of the defendant 395 1½ inch boards, by virtue of a bond and special mortgage, dated August 5, 1672.

The defendant admits the debt.

The honorable court condemn the defendant to deliver the 395 1½ inch boards to Mr Steenwyck, or his order, immediately, *cum expensis*.

[251] Idem, plaintiff, against Jan Martense, defendant.

The plaintiff demands of the defendant the sum of fl.451:14½ in beavers, being the remainder of two bonds, with the costs of the suit.

Default of the defendant.

The honorable court condemn the defendant to pay Mr Steenwyk, or his order, the sum of fl.451:14½ in beavers demanded, immediately, *cum expensis*.

Idem, plaintiff, again Jan Thomase, defendant.

The plaintiff demands of the defendant the quantity of 100 beavers, by virtue of a bond dated August 13, 1672, as also 200 boards.

The defendant admits the debt.

The honorable court condemn the defendant to pay to Mr

Steenwyck or his order the 100 beavers demanded and the 200 boards, immediately, *cum expensis.*

Jan Bruyn, plaintiff, against Volkie Pieterse, defendant.

The plaintiff demands of the defendant the sum of fl.277:4 in beavers for prunes, raisins, currants, syrup and other goods received by her.

The defendant's husband, Pr. Meuse, requests a copy of the bill and of the debit and credit account, in order to make answer thereto on the next court day, [252] as the defendant's son, Jan Gerritse, who kept her book, is on the way. He also says that 18 beavers has been paid on account.

The plaintiff says that he can not stay here so long, as he must leave for New York.

The defendant, in reply, says that he has no doubt but they will settle the matter at issue and, if not, he will again come before the court.

The honorable court: *fiat*, according to the defendant's request.

Mr Cooper, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant a collection of carpenter's tools, to wit: a broad-axe, an adze, an auger and 2 chisels, which he obtained from the Bergen-op-Soomer,[1] from whom he [the plaintiff] bought the same, as appears from the bill of sale in his handwriting, dated June 9, 1677.

Default of the defendant.

The honorable court, having examined the matter, find that the Bergen-op-Soomer returned the broad-ax, the adze and the auger to Jan van Loon, from whom he had bought them before the execution of that writing to Mr Cooper, and that he, Jan van Loon, loaned them to the said Bergen-op-Soomer to work for Gerrit Teunise, which is sworn to by Anthº. Lespinard as having thus taken place. They therefore order Gerrit Teunise aforesaid to turn over the hand-saw and the 3 chisels to Mr Cooper and the 3 other tools to Jan van Loon.

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[1] John Archer.

[253] W^m^. Loveridge, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant 3 beavers and 72 gl. in seawan for rum delivered.

Default of the defendant.

The honorable court condemn the defendant to pay the sums of 3 beavers and 72 gl. in seawan demanded to the plaintiff within the space of 14 days, *cum expensis*.

Robt. Story, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant 120 boards, 20 gl. in seawan, 60 lbs of meal, amounting to 20 gl. 12 st. in seawan, and 6 gl. in beavers. [He also] claims the freight of 100 boards, at 7 st. apiece, being 35 gl. in seawan, with costs.

Default of the defendant.

The honorable court condemn the defendant to pay to the plaintiff the 120 boards, 20 gl. in seawan, 60 lbs of meal, amounting to fl.20:12 in seawan, and the 6 gl. in beavers, within the space of 14 days, *cum expensis*.

Jan Becker, plaintiff, against Jacob Janse Flodder, defendant.

The plaintiff demands of the defendant one *mudde*[1] of wheat and 2 bags sent to him.

The defendant admits the debt.

The honorable court condemn the defendant to pay to the plaintiff the *mudde* of wheat and to deliver the 2 bags within the space of 14 days, *cum expensis*.

[254] Teunis Cornelise van der Poel, plaintiff, against Gabriel Thomson, defendant.

The plaintiff demands of the defendant fl.141 in beavers for lumber delivered for the *hanshoos huysie* (little Indian house) on the Plain.

The defendant says that he was then constable and did so for the behoof of the commonalty.

The honorable court order the constable in accordance with the previous order to collect the money for the *hanshoos huysie* on the Plain and to pay the same to whom it is due.

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[1] 1 *mudde* = 4 schepels, or 3 bushels.

Mr Siston, sheriff, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant the double fine for having failed to pave his sidewalk (*stoep*).

The defendant says that he paved his sidewalk.

The honorable court condemn the defendant to pay to the plaintiff a fine of 25 gl. in seawan, *cum expensis.*

Idem, plaintiff, against Wm. Hoffmayer, defendant.

The plaintiff complains that the defendant has stirred up some Mahikans against the Christians and demands the fine for this offense according to the judgment of the court.

Default of the defendant.

[255] The honorable court, having considered the matter, condemn the defendant to pay to the plaintiff a fine of 50 gl. in seawan, as this is a matter of serious consequence, and he is warned not to do so again. *Cum expensis.*

Idem, plaintiff, against Wm. Nefiens, defendant.

Case according to preceding minutes. Jochim Wessells was ordered on the last court day to bring proof as to the horse in question.

Hans Cross, being sworn, says that he saw Wm. Nefiens ride the horse of Jochim Wessells in the woods, when he went to Beeren Island.

The honorable court order the defendant to deliver the horse in question safe and sound into the hands of the owner, Jochim Wessells, within the space of 14 days and for the offense committed to pay a fine of 25 gl. in seawan to the sheriff, *cum expensis.*

Idem, plaintiff, against Geertruy Bouts, the daughters of Mews Hoogeboom, the daughters of Anne Ketelhuyse, the wife of Lambt. van Valkenburgh and his daughter, the wife of Zacharia Sickells and her daughter, the daughters of Claes Rotterdam, and Fred. Harmense, defendants.

[256] The plaintiff demands of the defendants the fine according to the ordinance for having been near the Indian houses.

The honorable court condemn the defendants each to pay to the plaintiff the fine mentioned in the ordinance, *cum expensis*.

Jan van Loon, plaintiff, against Gerrit Teunise, defendant.

The plaintiff says that on the last court day he served notice of an attachment placed on some tools, namely 3 pieces, a broad-ax, an adze and an auger, which the Bergen-op-Zoomer[1] left in the hands of the defendant and which, he says, the said Bergen-op-Soomer was willing to return to him with a half beaver for the privilege of borrowing and using them at the house of Gerrit Teunise; all of which was testified and sworn to by Anth°. Lespinard.

The honorable court order the defendant to deliver the 3 tools to the plaintiff immediately, in accordance with the statement by Anth°. Lespinard.

Claes Ripse, appearing in court, complains that Mr Slichtenhorst will not allow him to lay his sewer according to the order of the court, but he says that he has found a better way, less to the detriment of the said Mr Slichtenhorst, [257], to wit, under ground, in the garden of the said Slichtenhorst, whereby he will not be obstructed in sowing or mowing.

The honorable court grant Claes Ripse's request, Mr Slichtenhorst being ordered to allow the same.

The administrators of the estate of Juffrow Corlaer, deceased, request that referees may be appointed to examine and verify the account of Paulus Janse against the said estate.

The honorable court request and authorize Mr Marte Criger and Mr Jan Janse Bleycker to examine the account of Paulus Janse against the estate, to find out the errors and the balance and to report the same to the court.

The honorable court, considering the delinquency of the burghers and inhabitants in regard to the payment of the 200th penny for the honorable governor general, notwithstanding the various orders issued to that effect, hereby expressly order and authorize the sheriff and the secretary to collect immediately the arrears of

[1] John Archer.

the 200th penny and to constrain the unwilling to pay by means of execution, without any dissimulation or connivance. *Actum* at the session of their honors in the court house at Albany, the 14th day of August, 1677.

[258] Ordinary session held in Albany, September 4, 1677
Present: *Omnes demito* Marte Gerritse

Jan Heyndrick Bruyn, plaintiff, against Volkje Pieterse, defendant.

Case according to preceding minutes. The plaintiff persists in his former demand of fl.277 in beavers for goods received.

The defendant still maintains that he paid 18 beavers on the aforesaid sum and not on the old account.

The plaintiff's wife, who made the bargain, says that she received the 18 beavers in part payment of the bond and that she then returned to her the bond, on which 15 gl. in seawan was still due.

Jan Verbeek and Geertruy Backers, being sworn, declare that they heard Volkje Pieters say that Juffrow Bruyn was so kind as to give her the bond on which she still owed 15 gl. in seawan.

The honorable court, having heard the arguments on both sides, defer the taking of the oath to Juffrow Bruyn, who declares that the aforesaid sum of fl.277 in beavers is justly due to her, having received nothing on account, and that the 18 beavers were paid on the old account; whereupon the defendant is condemned to pay the sum demanded, *cum expensis.*

Lawrence van Ale, plaintiff, against Hend. Coenraetse, defendant.

The plaintiff claims an island of which the defendant has possession, saying that he bought it of Jan H. Bruyn, which Monsr. Bruyn denies. Also, a half-interest in a horse, which the defendant uses alone.

[259] Default of the defendant.

The honorable court order the defendant to bring evidence on the next court day of the purchase of the island. Also, to get

the horse in controversy out of the woods and to appear on the next court day.

Jacobus van Vorst, plaintiff, against Tierk Harmense, defendant.

The plaintiff demands of the defendant fl.26:4 in seawan for beer consumed.

Default of the defendant.

The honorable court condemn the defendant to pay the sum of fl.26:4 in seawan demanded to the plaintiff within the space of 14 days, *cum expensis.*

Mr Siston, sheriff, plaintiff, against Gerrit Teunise, defendant.

The plaintiff says that there is an order from the governor general providing that no one is to go without a pass to the north. Nevertheless, the defendant knew of the departure thither of Bergen-op-Soomer and another man and has not reported it, having on the contrary supplied them with horses, etc.

The defendant answers that Capt. Salisbury was notified of it, who said that the schout had nothing to do with it and that it was his work. Also, that the schout well knew that the Bergen-op-Soomer was at Kinderhoek, and Mr Cooper also, to whom the tools of the said Bergen-op-Soomer were given by judgment of the court. [The defendant] also [made] many other abusive remarks to their honors, for which he was taken into custody and again released to defend himself on the next court day.

[260] Idem, plaintiff, against Hend. Rooseboom and Piet Bont, defendants.

The plaintiff demands of the defendants the fine according to the ordinance for having fought with each other.

Hend. Rooseboom answers that he did not beat him but only defended himself, as P^r^. Bont was very drunk.

The honorable court, having considered the matter, find P^r^. Bont guilty and therefore condemn him to pay the fine of 25 gl. in seawan, *cum expensis.*

Idem, against Jan Byvanck, defendant.

The plaintiff complains that the defendant at the funeral of the

wife of Joh. Wendel affronted him by making very contemptuous remarks, which can not be tolerated by an officer.

The defendant says that the plaintiff misunderstood him and that he did not intend it so badly.

The honorable court, having investigated the matter, condemn the defendant to pay the plaintiff the sum of 25 gl. for the affront committed by him, *cum expensis*, and he is warned to guard himself against doing so another time.

Idem, plaintiff, against the wife of Barent the Noorman, the defendant being absent.

The plaintiff demands the fine on account of her having been near the Indian houses contrary to the ordinance.

The honorable court condemn the defendant to pay the fine of 25 gl. in seawan, *cum expensis*.

[261] There is presented a petition of Johannes Wendell, praying that Hendrick Rooseboom may be ordered to put back in its place his deceased wife's chair which he threw out of its place in the church, as the same may be occupied by his young daughter.

The honorable court grant for apostil that they grant the petitioner's request and they hereby expressly order Rooseboom or others whom it may concern to put the chair back in its place, which may be occupied by his daughter, as if his wife were alive.[1]

Rob[t]. Livingston, plaintiff, against Claes Ripse, defendant.

The plaintiff says that he loaned his horse to the defendant to ride to the Flatts (*de Vlakte*) and back and that without his consent he took the horse to Goose's farm and there put the Hollander on it, who rode post-haste to the city to get rum, in such a way that the horse is not fit to do anything. But this was not enough. He rode on it to the Halve Maen, all without his consent. The plaintiff therefore requests reparation for the damage committed, he having meanwhile been obliged to hire another horse for one half beaver to go to Shinnechtady.

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[1] *all off zyn vrowe leefde;* meaning probably, as it was by his wife while alive.

The defendant answers that the plaintiff loaned the horse to him to ride up north, but did not say how far, nor for how long. And as to the misuse made of it by the Hollander, this was done without his order or knowledge, as he was at that time at Steen Arabia.

[262] The honorable court, having taken the matter under advisement and duly considered everything that is relevant, condemn the defendant to pay to the plaintiff one beaver for the offense committed, *cum expensis*, reserving the defendant's action against the Hollander.

Extraordinary session held in Albany, September 12, 1677

Present: All except
Pieter Winne

Resolved that the yearly tax of 12 gl. in beavers ordered to be assessed by the right honorable governor general on each household or family in this city and colony shall be collected this year to pay the public expenses, and whereas their honors have frequently found and still daily find that the burghers and inhabitants are very delinquent in paying the same, which tends to the great loss and detriment of the public; therefore, every one residing in our jurisdiction is strictly ordered immediately and without delay to pay this present tax according to the assessment roll; also the arrears of taxes concerning this place of the years 1675–1676, as well as the 200th penny for the government. In default of prompt payment, the sheriff and constables of this city are hereby expressly ordered and authorized to levy the same by execution, without compromise or favor. *Actum* in Albany, at the session of their honors in the court house held on September 12, 1677.

[263] The honorable court order and authorize the constables of this city to collect at the first opportunity the money for the rattle watch, according to the list recently made by the sergeants of the burgher guard, exempting those who are magistrates. Thus done at the session of their honors held on September 17, 1677.

By order of the court

Robt. Livingston, Secretary

To Marte Cryger, constable

Extraordinary session held in Albany, September 25, 1677
Presentibus omnibus
dempto Marte Gerritse

After deliberation it is decided and resolved to have Capt. Phillip Schuyler and Andries Teller, commissaries, go to New York to attend there, according to the annual custom, the general Court of Assizes, and letters credential are granted as follows:

Whereas, ye Court of Albany doth yearly depute two of there number, to be Present at ye sitting of ye Great Court of Assises at N: York, beginning ye first weddensday of Octob. next ensuing, These are to give notice to all whom these may Concern That we have deputed Capt. Phill: Shuyler & M^r^. Andries Teller as Commissioners and that for to help & Preserve the State & Condition of this Jurisdiction, and especially to desire and Request ye Increasing of our Priviledges, and to mentain all our affaires by ye way of Treffique and otherwise, on all occasions [264] And according to ye Circumstance and quality of ye case, what ever our Commissioners shall doe act or dispatch, ye same shall be declared by us for firm & sure, desireing by these, that these our letters may be firmly and stedfastly beleeved. Given, under our hands & Seale this 25th day of Sept: and in ye 29 year of his Maj^es^ Reigne, Annoque D: 1677.

Ordinary session held in Albany, October 2, A^o^. Dom. 1677
Present:

Mr Rich. Pretty
Mr Dirk Wessells
Mr Marte Gerritse
Mr Piet^r^. Winne
Mr Siston, sheriff

Capt. Silvester Salisbury, plaintiff, against Elias van Ravesteyn, defendant.

The plaintiff demands of the defendant the fine and costs in the case of Nottingham which was brought before the court in 1671;[1] also the fine of 5 beavers for the lampoon, to wit, three for himself and two for the poor.

Default of the defendant.

The honorable court condemn the defendant immediately to pay the 5 beavers, with costs, on pain of execution. As to the case of Nottingham, it is adjourned until the next court day when the parties on both sides are to appear.

Claes Ripse, plaintiff, against the Hollander.

[265] The plaintiff says that he was condemned to pay 1 beaver to Ro. Livingston, because the defendant misused his horse in riding post-haste from Goose's farm hither and back. He requests that the Hollander may be condemned to pay the same with costs, because he did so without his order or knowledge.

The defendant answers that Hend. Coster ordered him to take the horse and to ride to the Vuyk.[2]

The honorable court condemn the plaintiff to pay to the defendent 1 beaver and costs, reserving his action against Hend. Coster.

Jan van Loon, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant 6 gl. in beavers for work done by him.

Default of the defendant.

The honorable court condemn the defendant to pay the 6 gl. in beavers demanded to the plaintiff, with costs, within the space of 14 days.

W^m^. Bout, plaintiff, against Jacob Sanders, attorney for Jan Bastiaense, deceased, defendant.

The plaintiff demands of the defendant fl.89 in beavers for malt which he received from Jan Bastiaense and delivered to Corlaer.

The defendant says that he can not find that there is anything due to him [the plaintiff] according to the books of the aforesaid Jan Bastiaense, but that it must be due to him by the estate of Juffrow Curlaer.

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[1] See vol. 1, 1668–73, p. 269.

[2] The Fuyck; an early name for Albany.

[266] The honorable court, having heard the parties, order them to settle their accounts and to satisfy each other and, if they can not agree, to appear again before the court.

Jan Janse Bleycker, plaintiff, against Corn. van Schelluyne, defendant.

The plaintiff says that he has a power of attorney from a certain person at New York to receive 70 boards from the defendant, but that the defendant, being willing to pay the just debt, has done his best and bought as many boards from Hend. Beekman, which had already been delivered to Steenwyk's servant. He therefore requests that the 70 boards may at the first opportunity be delivered on board a yacht, or else, that he may receive the boards in the custody of the court which have been shipped to New York.

The honorable court, having heard the arguments on both sides and duly considered everything, find that the mistake was made by Wynant Gerrits[1] and Turk.[2] They therefore order them jointly to deliver the 70 boards at the first opportunity on board the yacht which Jan Bleycker shall specify and that they shall each pay one-half of the costs which have been incurred.

Mr Siston, sheriff, plaintiff, against Volkert Janse, defendant.

The plaintiff demands of the defendant fl.95 for his expenses in serving the execution, etc.

The defendant denies that he owes as much as that.

The honorable court, having examined the account, condemn the defendant to pay to the plaintiff the sum of 70 gl. in seawan, with costs, within the space of 14 days.

[267] Idem, plaintiff, against Jacob Tyse van der Heyden, defendant.

The plaintiff demands of the defendant a fine according to the ordinance because his son has been to the Indian houses with stockings, knives, etc.

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[1] Wynant Gerritsen van der Poel.

[2] Probably Symon Claessen Turk. See *Early Records of Albany*, 3:307–8.

The defendant's wife says that her son went there with a batch of fish, and nothing else.

The honorable court, having taken the matter into consideration, adjudge and decide that the parents will not have to pay the fine if they purge themselves under oath on the next court day that the boy without their knowledge and consent went to the Indian houses with merchandise, but if reluctant to do so, they are to compound with the schout and pay the costs.

Idem, plaintiff, against Evert Wendell, defendant.

The plaintiff demands of the defendant the fine according to the ordinance because his son has been to the Indian houses with stockings, knives, etc.

The defendant says that this took place without his knowledge, offering to swear to it.

The honorable court, having taken the matter into consideration, adjudge and decide that the defendant will not have to pay the fine if he purges himself under oath on the next court day that his son, Evert, without his knowledge or consent went to the Indian houses with merchandise, but if he is reluctant to do so, he is to compound with the schout and to pay the costs.

Idem, plaintiff, against Dirk Hoffmayer, defendant.

The plaintiff demands of the defendant the fine for having been to the Indian houses to sell stockings and children's shoes.

Default of the defendant.

[268] The honorable court condemn the defendant to pay to the plaintiff the fine of 12 gl. in seawan, with costs.

Idem, plaintiff, against Cornelis Teunise Poentie, defendant.

The plaintiff demands of the defendant one beaver for costs, according to agreement made a year ago.

Default of the defendant.

The honorable court condemn the defendant to pay to the plaintiff one beaver within the space of 14 days, *cum expensis*.

Idem, plaintiff, against Harme Janse, *Lyndrayer*,[1] defendant.

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[1] Rope maker.

The plaintiff demands of the defendant 107 gl. in seawan for serving executions, etc., in part payment of which he received two loads of hickory wood (*neuten hout*).

The defendant says that he compounded with the plaintiff; also, that he paid Harris' 12 gl.

The honorable court, having examined the account, condemn the defendant to pay to the plaintiff immediately the sum of 83 gl. in seawan, with costs, on pain of execution.

Idem, plaintiff, against Roeloff Gerritse, defendant.

The plaintiff says that he compounded with the defendant for 50 pieces of hickory wood on account of the expense of his detention last year, but that he has not carried out his promise. He demands 25 gl. in seawan.

The defendant says that he is not bound to pay anything as the others, to wit, Jan Flodder, were guilty.

The honorable court order the defendant to pay the plaintiff according to his promise, within the space of 14 days, *cum expensis.*

[269] Idem, plaintiff, against Gerrit Teunise and Jan van Loon, defendants.

The plaintiff demands of the defendants the fine according to the ordinance for having fought with each other at the house of Mynert, the smith.[1]

Ger[t]. Teunise acknowledges that he owes the fine.

Jan van Loon says that Ger[t]. Teunise was the *causa movens.* Therefore he presumes that he is not obliged to pay the fine.

The honorable court, having heard the parties and duly considered everything, find that the defendants are both liable to the fine for having fought together. They therefore condemn them each to pay a fine of 25 gl. in seawan, *cum expensis.*

Lawrence van Ale, plaintiff, against Hend. Coenraetse, defendant.

Case according to preceding minutes.

The defendant acknowledges that one-half of the horse in

[1] Myndert Fredericksen, master smith.

question belongs to the plaintiff, but [states] that he has done his best to find the same, and can not find it. As to the island, the patent and contract of sale are shown. In the margin of the contract of sale is written that a squaw, the lawful proprietress of the island, presented it to Evert Luycasse, but Jan Bruyn says that this was written after the signing of the document and therefore is of no value.

The honorable court, having heard the parties on both sides, order the defendant to find [270] the horse in question, according to the preceding order. As to the island in question, the parties will have to govern themselves according to the patent and contract of sale, in so far as it was signed with the knowledge of Jan Bruyn and no further.

Jan de Vries Hamburger[1] humbly requests that the honorable court may be pleased to consider that he has been taxed 1 beaver, whereas others of much larger means are taxed ½ beaver.

The honorable court, having taken the matter into consideration, adjudge and decide that at the first opportunity he will be allowed ½ beaver, and that hereafter he will be taxed ½ beaver.

Juffrow Maria van Rensselaer, widow of the late Mr Jer. van Renselaer, appearing in court, produces various powers of attorney from merchants in Holland with accounts and bonds payable by the estate of Juffrow Corlaer, deceased, to wit:

		Beavers
1651	Of Monsr. van Twiller	fl.1681: 8
	Private debt	324: 1
1654	Also another account	538:10
		fl.2543:19
1652	Of Robt. Vastricht a bond	fl.2198:—
	and book debt, extracted	34:—
		fl.2232:—

[1] Jan de Vries, from Hamburg. He was probably the same person as Hamburge, who in June 1678 occupied a house on Yonker street. *Early Records of Albany*, 1:186.

Of Jan Baptist van Renselaer his private debt	fl.192: 6: 8
Of Juffrow Renselaer herself net balance	fl.150:14
and— fl.50 in seawan	
Total fl.50 in seawan and in beavers	fl.5118:19: 8

Nov. 6, 1677, the above bonds and accounts are approved.

[271] Extraordinary session held in Albany, October 15, 1677

Present:

Mr Rich. Pretty
Mr D. Wessells
Mr J. Thomase
Mr M. Gerritse
Mr Pr. Winne
Mr Siston, sheriff

Monsr. Anthº. Lespinard, plaintiff, against Monsr. La Fleur, defendant.

The plaintiff demands of the defendant 16 beavers for merchandise loaned to the defendant and three other Frenchmen, for which they jointly and severally executed a bond, which at present is at New York to serve as evidence, if any of the four should arrive there.

The defendant answers and acknowledges that he signed such a bond, but says that some clothing of his partners, mentioned in the bond, was left as security at the plaintiff's house, which clothing, after the bond had fallen due, he sent to one of the four partners, consequently, that the releasing of this clothing must necessarily mean that the debt was paid. He says further that if the plaintiff delivers to him the clothing thus left as security, he will pay him immediately. Also, that the plaintiff, according to his own confession, received 11 beavers and 2 gl. in beavers from Monsr. La Nose, which he thinks must have been in payment of

the bond, as one is supposed to pay the old debt before contracting a new one.

[272] The plaintiff replies that the clothing was not pledged by the bond, but he admits that he received 11 beavers and 2 gl. in beavers from La Nose, though not on the bond. The plaintiff being thereupon asked to whom he would have given the clothing if the two to whom the clothing belonged had stayed, he answered that he would have given the clothing to the person who paid the bond.

The honorable court, having carefully considered the entire proceedings and taken into account everything that was material, adjudge and decide that if the clothing is specified in the bond as security and the plaintiff delivered the clothing without receiving payment, the defendant is not bound to pay any part of the bond. It is also to be observed that the plaintiff says that he would deliver the clothing to the person who paid the bond and that, the clothing being now gone, the bond has lost its force. Also, that the receipt of 11 beavers and 2 gl. in beavers from one of those who executed the bond must be accounted as being in part payment of the money due, so that it is inconsistent for the plaintiff heretofore to have left the two others unmolested and now to trouble the defendant. Therefore, the plaintiff is nonsuited and the defendant is completely released from the claim growing out of the aforesaid bond.

As to the money which the plaintiff since that time has advanced for the defendant and his companions on account of the Indian guide, etc., amounting to 2 beavers and 1 gl. in beavers' value, the defendant is ordered to pay the just half of it and the plaintiff is to pay the costs of this court.

[273] Whereas Corn. Thymese has complained to us that the commissaries of Schaenhechtady have pronounced a certain judgment against him in a suit between him and Corn. Viele about a hog, which under a writ of execution they took away from his hog pen, whereby he finds himself in the highest degree aggrieved, as it affects his honor and reputation, so that he requested the court of Schaenhechtady permission to enter an appeal to this

court here, which was at first granted but afterwards refused on the ground that the judgment did not amount to 40 gl. in beavers, he hereby humbly requests that an appeal may be granted. After due deliberation we have consented and granted that the case shall be completely heard before our court on the following court day, being the 6th of November next, so that the defendant, Corn. Viele, is hereby ordered to appear at the aforesaid time. Meanwhile, the hog shall remain in the custody of the court until final judgment in the case. Done at the session of their honors in Albany, October 19, 1677.

[274] Ordinary session held in Albany, November 6, 1677

Present:

Capt. Philip Schuyler
Mr Andˢ. Teller
Mr Dirk Wessels
Mr. Jan Thomase
Mr Marte Gerritse
Mr Siston, sheriff

Robᵗ. Sanders, plaintiff, against Timothy Cooper, defendant.

The plaintiff demands of the defendant 10 gl. 2 st. in seawan for money advanced to Keeman at Shinnechtady for tavern expenses.

The defendant says that he was ordered by Capt. Salisbury to go there with the other horsemen in the country's service and, not drawing any wages for this service, he thinks that he is not bound to pay for meat and drink.

The honorable court, having investigated the matter, find that the horsemen voted to have such a dinner and as he at the time said nothing against it, they condemn him to pay his share like the others, *cum expensis.*

Paulus Martense, plaintiff, against Harme Janse, *Lyndrayer*, defendant.

The plaintiff demands of the defendant by balance of accounts the sum of 5 beavers and 50 lbs of butter.

The defendant says that he does not owe him so much and that he has not yet adjusted accounts with him.

Wm. Bout says that he was present about 5 weeks ago when the defendant promised to pay the 5 beavers and 50 lbs of butter in 14 days.

The honorable court condemn the defendant to pay the 5 beavers and the 50 lbs of butter to the plaintiff in the space of 14 days, *cum expensis.*

[275] Paulyn, plaintiff, against Tierk Harmense, defendant.

The plaintiff demands compensation for the damage done to his maize by the defendant's horses.

The defendant's wife says that she was never warned about it.

The honorable court nonsuit the plaintiff, because he did not have the damage appraised immediately after it was done and they condemn him to pay the costs.

Wm. Parker, plaintiff, against Jan Spoor, defendant.

The plaintiff demands of the defendant fl.60:16 in seawan.

The defendant acknowledges that he owes 2 beavers and 6 gl. in seawan.

The honorable court condemn the defendant to pay the plaintiff 2 beavers and 6 gl. in seawan according to his confession within the space of 14 days, *cum expensis.*

Mr Siston, sheriff, plaintiff, against Barendt Mynderse, defendant.

The plaintiff says that on the last court day he obtained a judgment against Dirk Hoffmayer of 12 gl. for going to the Indian houses with merchandise, but that afterwards he was informed by the aforesaid Dirk that the defendant, who was then his master, gave him the goods to go to the Indian houses. He therefore demands the fine from the defendant.

Dirk Hoffmayer declares that this is true and names the merchandise which he received from him.

The honorable court, having taken the matter into consideration, adjudge and decide that the defendant is to pay the 12 gl. which Dirk Hoffmayer was condemned to pay, *cum expensis.*

[276] Idem, plaintiff, against Dirk, the Noorman.

The plaintiff demands of the defendant the fine for desecration of the Sabbath by drinking and making an uproar in his house during divine service and also for having insulted him in his office by abusive language in the presence of Jan Conel and Maes Cornelise.

The honorable court order the plaintiff to have the witnesses cited to appear on the next court day.

Idem, plaintiff, against Jan Spoor, defendant.

The plaintiff demands of the defendant 100 pieces of firewood.

The defendant admits the debt.

The honorable court condemn the defendant to pay the 100 pieces of wood to the plaintiff in the space of 14 days, *cum expensis.*

Idem plaintiff, against Harme Janse van Turkjen,[1] defendant.

The plaintiff demands of the defendant 200 pieces of firewood for the purchase of a saddle.

The defendant acknowledges that he bought such a saddle, but says that it has not yet been delivered.

The honorable court order the defendant to govern himself by the agreement and upon the receipt of the saddle to deliver the 200 pieces of wood within 14 days, *cum expensis.*

Idem, plaintiff, against Jan Rotterdam, defendant.

The plaintiff demands the fine because the defendant without orders rode on Sunday to Shinnechtady.

The defendant denies it.

The honorable court order the plaintiff to bring proof on the next court day.

[277] W^m^. Bout, plaintiff, against Jacob Sanders, attorney for Jan Bastiaense, deceased.

Case according to preceding minutes. The plaintiff persists in his previous demand of fl.89 in beavers.

The defendant produces an account extracted from the book of Jan Bastiaense according to which the plaintiff still owes 711 gl.

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[1] Harmen Jansen, the farmer of the farm called Turckeyn.

The plaintiff produces a judgment, dated August 13, 1672,[1] discharging him from the claim of 100 beavers and charging the same to Juffrow Corlaer, so that there is due to him from the estate of Jan Bastiaense fl.89 in beavers.

The honorable court, having taken the matter into consideration, adjudge and decide that the defendant is to pay the plaintiff the sum of 89 gl. in beavers in the space of 14 days, *cum expensis*, as he has shown that it is justly due to him.

W^m^. Bout claims from the estate of Juffrow Corlaer fl.132 in seawan according to an account sworn to by him, which is approved and which is to be paid on the same basis as the others.

Mr Siston, sheriff, plaintiff, against Aeltie Solders, defendant.

The plaintiff complains that the defendant has not hesitated to commit fornication with John, to whom she has imputed her newborn child, having confessed the same without torture or irons, all of which are matters of serious consequence. He therefore requests that she may be tied to the whipping post to receive 39 lashes, *cum expensis*.

[276a] The defendant and prisoner, appearing in court, confesses without torture or irons that John Hammil is the father of her child; also, that she has committed fornication with the person of Edmond Cole, and humbly requests mercy, instead of judgment.

Sentence

Whereas Aeltie Solders, born in Albany, aged 19 years, at present a prisoner on account of fornication committed, first with John Hammil, to whom she has imputed her child, and then with Edmond Cole, has confessed without torture or irons that she has had carnal conversation with both of them, as appears also from the evidence;

And whereas the honorable court, having carefully considered the matter, find the same to be of grave consequence, she having first committed fornication with one person and become pregnant

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[1] See vol. 1, 1668–73, p. 307

by him and then had carnal conversation with another, so that such person ought to be punished as an example to others;

They therefore condemn the said prisoner to be taken tomorrow, the 7th of November 1677, at 11 o'clock, to the whipping post where it is customary to do justice, in order to receive there from the common executioner 21 lashes on her bare back. Thus done and passed at the session of the aforesaid honors, the 6th day of November 1677.

[277a] A certain petition was read in court of Mr Pieter Ryverdingh, of Amsterdam, about a certain bill of exchange which was sent to the said Ruyverdingh by Mr Jan Becker and which he has failed to protest. He therefore requests their honors by way of compromise to agree with the said Becker about the matter and to be pleased to give to the deacons of this place whatever he may receive less (*minder*) than the 110 gl. Holland money.

Mr Jan Becker answers and requests that according to the law regarding bills of exchange he may receive the money placed in the custody of the court by Dom. Schaets, as shown by the document thereof, dated July 4, 1676, as he, Ryverding, has failed to protest, he having received and shown a letter from J. B. van Renselaer that no protest had come to light.

The honorable court, having taken the matter into consideration and duly noted everything that was to be taken into account, adjudge and decide that Mr Jan is free to receive the money in custody according to the bond of Dom. Schaets dated Oct. 30, 1671, *cum expensis*, as their honors can dispose of no one's money to give it to others.

Ordinary session held in Albany, December 4, 1677

Present: All the Commissaries

Andries Albertse Bradt, plaintiff, against Robt. Sanders, defendant.

The plaintiff demands of the defendant 6 beavers which he paid him for a horse that was taken away from him by order of the governor general, it being a horse that belonged in New England.

[278] The defendant says that the governor general gave orders that he was to get another horse in its stead, also one which belonged in New England, but of which no owner has as yet come forward.

Capt. Salisbury says that the governor ordered that the plaintiff was to have one of the 4 horses that are on Ger^{t}. Teunisen's [farm], in place of the horse that was taken away from him.

The honorable court, having taken the matter into consideration, adjudge and decide that the plaintiff is to have the choice of the 4 horses that are at Ger^{t}. Teunisen's and, if he is not satisfied therewith, he is to suspend his action until the arrival of the governor general. The plaintiff is to pay the costs of this court.

Marte Crigier, plaintiff, against Jan Flodder, defendant.

The plaintiff demands of the defendant 11½ beavers by balance of account for goods received by him.

The defendant says that he has not received the keg of soap which is put on the account.

The plaintiff offers to swear to it that he received the keg of soap.

The honorable court condemn the defendant to pay the sum of 11½ beavers according to the plaintiff's demand within the space of 14 days, *cum expensis.*

Claes Janse Stavast, plaintiff, against Jan Gow, defendant.

The plaintiff demands of the defendant payment for 48 boards which he loaned to him two years ago.

The defendant says that he offered him 2 beavers for them.

[279] The plaintiff says that he is well satisfied with 2 beavers.

The honorable court condemn the defendant to pay the two beavers to the plaintiff within the space of 14 days, *cum expensis.*

Jan Gow, plaintiff, against Jacob Sanders, defendant.

The plaintiff demands of the defendant 7 schepels of wheat and says that judgment about it was rendered 6 or 7 years ago.

The defendant says that no judgment to that effect was ever rendered, but that they were ordered to cast up accounts together, which he is now ready to do.

The honorable court order the defendant to render an account to the plaintiff within 8 days and upon proper liquidation to pay him what shall be found to be due to him.

Ryer Jacobse Shermerhooren, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant one-half of a cow which belonged to his predecessor, Helmer Otte.[1]

The defendant acknowledges that he had a bull calf in which Helmer Otte had a half-interest and that he exchanged it for a heifer, with which Oome was satisfied, and that this heifer has died in the woods behind P[iete]r de Flamings.[2] *Ergo*, he presumes that he owes nothing.

The plaintiff replies that the defendant last winter offered him one half of another animal for his share.

The defendant in his rejoinder admits this, but says that the heifer which they owned together was then still alive and died afterwards, both of them bearing the risk thereof.

[280] The honorable court, having heard the parties, nonsuit the plaintiff, as the heifer died while they were both bearing the risk thereof.

The honorable court hereby order and authorize the persons of Storm Albertse and Harme Rutgers to be administrators of the estate left by Hendrik Willemse, deceased,[3] and to administer the same according to the inventory to the best advantage of the creditors and the orphans left by him. They are therefore empowered hereby to take possession of the same at once and to sell the property, provided they render a proper accounting and statement of the remainder when required.

Likewise, their honors have out of the aforesaid estate granted

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[1] Reyer Jacobsen Schermerhorn married Ariaentje Arents Bratt, the widow of Helmer Otten. See *Early Records of Albany*, 3:454–56.

[2] Pieter Winne, the Fleming.

[3] A translation of his will, dated Nov. 28, 1677, is in *Early Records of Albany*, 3:444–45.

to the said Hend. Willemse's stepson, named Jan van Heekelen,[1] the late Heyndrik's colored cloth suit, in consideration of various services rendered to him in his sickness, and to his eldest son, W^m^. Hendriks, his black cloth suit and a bridle, and to Daniel Hendriks also a bridle.

Mr Johannes Provoost having been summoned to court, he is asked whether he is willing provisionally to perform the duties of the office of schout, during the illness of Mr Siston, or until further order, upon the following condition, namely, that of all fines of less than 100 gilders he shall receive one-half and Mr Siston during his lifetime the other half, and that of fines of more than 100 guilders Capt. Salisbury is to have 1/3, Mr Siston 1/3 and the said Provoost 1/3.

Whereupon Mr Provoost answered: Yes. Accordingly he took the oath and the following commission was handed to him.

[281] The honorable commander Capt. Silvester Salisbury and the honorable commissaries of Albanie, colony of Renselaerswyk, Schaenhechtady, etc., hereby notify all whom it may concern that by virtue of the authority vested in us by the Right Honorable Governor General E. Andross we constitute and appoint in his Majesty's name the person of Johannes Provoost to be provisionally sheriff or schout of Albany, colony of Renselaerswyk and the dependencies thereof for the present time, because Mr Siston, who has a commission to that effect from the governor general, is now very sick and unable to perform the duties thereof; or until further order. You will therefore in the aforesaid function do and perform such duties as the law and the rank of your office require, and all officers or private individuals are hereby likewise ordered and warned to render you proper help and assistance, or to allow such help and assistance to be rendered to you, in the performance and execution of your office, whether in making inspections or otherwise, at their utmost peril, for which this will be your sufficient warrant. Given under our hands and seal,

[1] Jan van Eeckelen.

the 4th day of December in the 29th year of the reign of his Majesty, *Annoque Domini* 1677.

Signed:

Sil: Salisbury
Phillip Schuyler

By order of the same,
Ro^{t}. Livingston, Secretary

[282] The administrators of the estate of Juffrow Corlaer, deceased, appearing in court, produce a patent for a certain parcel of land at Schinnechtady, south-east of the great kill, granted by the late governor, R. Niccolls, to Antonia Slackboom, late widow of Arent van Corlaer, deceased, to which parcel of land some persons lay claim as if it were common property, which would be detrimental to the said estate. As they address themselves to us, we therefore order and authorize them to govern themselves strictly according to the said patent granted to the widow Corlaer, deceased, and to dispose thereof to the best advantage of the estate. If there are any persons who lay further claim thereto, let them address themselves to us and they shall be heard.

Whereas complaints have been made to the honorable court that Teunis Slingerlant intends to cut off the path below his house, across his land lying on the Noormans kill, he is hereby ordered to leave the path as it has been heretofore, being warned hereby to guard himself against loss.

After deliberation it is resolved and decided that no cases of debt below the sum of one beaver shall be argued before the court, but that they are to be decided by the president or the oldest commissary who shall be found in the place. If the defendants are unwilling, the plaintiffs are to proceed according to law and to cite them to appear on the next court day.

To Capt. Hans Hendrix:

The chief officers of the burgher guard are hereby respectively ordered in the name of his Majesty to order each burgher to deliver a load of firewood at the guardhouse, at the very first opportunity, as soon as the weather is good for hauling.

[283] Extraordinary session held in Albany, December 24, 1677

Present: All the commissaries
except J. Thomase

Whereas Maria Brill, wife of Cleyn de Goyer, was this morning found dead in the water behind the land of Lange Jacob,[1] their honors decided to have the surgeons immediately examine her dead body. They reported that she got into the water alive and was drowned, so that their honors thought it well to secure various affidavits as to how her husband treated her and what she might have said to various persons before her death, which papers, together with the demand of the sheriff have been submitted to 12 sworn jurymen, who bring in their verdict that she committed suicide or infanticide (being pregnant).

The honorable court, having taken the matter into consideration, approve the verdict of the jury and nonsuit the sheriff. They therefore grant permission to her husband, Cleyn de Goyer, to have her buried at the first opportunity.

The jurymen are:

Mr Gert. van Slichtenhorst Gert. Swart Ad. Gerritse Wm. Teller Lawrence van Ale Jan Vinnagen Barent Rynderse Gert. Hardenbergh Jacob Lookermans	These 9 vote "Not guilty"
Jan J. Bleeker Arnout Cornelise Hend. Cuyler	These 3 vote "Guilty"

[284] Whereas Hend. Frederick recently died all by himself, without any one being present, the sheriff was sent to his house to

[1] Jacob Hevick.

make an inspection. He made an inventory of what was found in the house, but as the decedent has no kith or kin in this country, the honorable court, at the request of the sheriff, have thought fit to order and authorize the constables of this city to make a careful investigation where any property of the aforesaid Hend. Frederick, deceased, may be found and to make a report thereof to the honorable court on the next court day. *Actum* in Albany, December 21, 1677.

By order of the court
R. L., Secretary

Extraordinary session held in Albany, January 2, 1677/8
Present:

Capt. Salisbury
Capt. Schuyler
Mr A. Teller
Mr D. Wessells
Mr Provoost, sheriff

Whereas Mr Siston recently died, leaving many debts, and an inventory made of his effects shows that they amount to very little, so that the debts due to the creditors greatly exceed the value of the estate, their honors hereby order and authorize Mr Marte Cryger and Mr Joh. Wendel, constables, as administrators to administer and settle the estate according to the inventory, to examine all the papers, to sell the effects and to render to their honors a proper accounting and turn over the remainder; with the understanding that the gift of his clothes which before his death he made to Thom. Bassitt for services rendered to him in his sickness shall take effect and be valid. *Actum* in Albany, *datum ut supra.*

[285] Ordinary session held in Albany, January 8, 1677/8, *Presentibus omnibus.*

Teunis Spitsenbergh, plaintiff, against Dirk Bensing, defendant.

The plaintiff demands of the defendant according to his bond the sum of 37 gl. in beavers.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 37 gl. in beavers within the space of 14 days, *cum expensis*.

Marte Cryger, plaintiff, against Storm van der Zee, defendant.

The plaintiff says that the day before Hend. Willemse, deceased, died a bond of 16 beavers was executed by Jan Andriese Dow, in favor of the defendant, of which bond a part arose from a private debt and another part from the debt which *d'owe* deceased,[1] owed to Storm, both parts being mixed together in the bond, for Jan, the brewer, owes money to the said Hend. Willemse. Presuming that this would be detrimental to the estate in general, he, the plaintiff, being one of the interested parties, requests that the aforesaid bond, as far as it concerns *d'owe*, deceased, may be declared invalid, as no one lying on his death bed can dispose [of his property].[2]

The defendant admits that the bond executed by Jan Andriese Dow does not entirely concern his private debt, but that 10 beavers included in the bond were due to him by *d'owe*, deceased, which sum Jan Andriese agrees to pay also as his own debt, alleging further that Hend. Willemse, deceased, was in possession of his mind and faculties when it took place.

[286] The honorable court put over the case until the next court day.

Cobus, the brewer, plaintiff, against Harme Janse, *Lyndrayer*, defendant.

The plaintiff's wife, appearing in court, demands of the defendant 27 gl. in seawan for beer received by him.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 27 gl. in seawan within the space of 14 days, *cum expensis*.

Idem, plaintiff, against Aert Goosense, defendant.

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[1] Hendrick Willemsen, *alias d'ouwe*, or the old man.

[2] *vermitts niemant op zyn doodt bedde liggende kan disponeeren.*

The plaintiff's wife demands of the defendant 58 gl. in seawan for beer and wine consumed.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 58 gl. in seawan within the space of 14 days *cum expensis.*

Mr Johannes Provoost, sheriff, plaintiff, against W^m^. Loveridge Junr., Jan Lansingh, Symon Shermerhooren, Frans Pieterse Winne, Robt. Zachariase, Anth^o^. van Shayk, Isaak Verplanke and Phillip Frederickse.

The plaintiff, in his capacity of sheriff, presents a bill of complaint against the defendants for having on the first of January, at night, before the door of Mr Pretty, commissary, planted a scandalous withered tree [287] equipped with a straw wreath, from which hung a dried bladder with beans to which dried beaver testicles were attached. All of which offense, upon inquiry, according to the confession of one of the perpetrators, is found to have been committed by the defendants, as more fully appears from an affidavit sworn to by several persons. All of which they did to affront the person of Gabriel Thomson, at present bridgegroom, as they actually did affront him and his entire family, of which he complained, speaking of nothing but insult and offense and robbing of honor and reputation, which practices can not be tolerated in a place where justice prevails. The plaintiff therefore demands that the defendants shall make honorable and pecuniary amends for the aforesaid injury, affront, insult and offense committed by them, namely, honorable amends by begging forgiveness of God and the injured party for having so lightly committed such an offense, as they can never prove what they intended to convey thereby, and pecuniary amends by being condemned to pay a fine of 1200 gl. for the benefit of the officer, all *cum expensis.*

The defendants being present, their honors have thought fit to hear and examine each one separately, to arrive at a confession, as follows, viz:

W^m^. Loveridge Junr., being questioned on several points,

denies that he had anything to do with it; also, that he made no wreath or anything else in connection with it. Finally he says that he knows nothing about it.

Jan Lansing, upon examination, admits that he had a hand in making the wreath, but he denies that he helped to erect the tree. He also states that he is not guilty in any way of having hung the bladder and testicles on it, but on the contrary that he went home when they appeared, and that to the best of his knowledge they were in the hands of [288] Symon Shermerhooren and, being asked who invited him thereto, he answered that Wm. Loveridge had asked him that evening to assist him in erecting a May pole.

Frans Pieterse Winne being asked who asked him to help plant the May pole in front of Gabriel's door, he answered: Wm. Loveridge. And being further asked who helped to erect the pole, he answered that he saw Wm. Loveridge and Antonie erecting the pole in front of Mr Pretty's door. Also, that Isaak Verplanke held the ladder. And being asked who made the wreath, he said that he helped to make the wreath with Wm. Loveridge, Symon Shermerhooren, Rot. Zachariase, and Antonie van Shayk, and that Phillip Frederikse helped to decorate it with green stuff.

Rot. Zachariase, being asked why he helped to erect such a scandalous pole and who invited him thereto, answers that Wm. Loveridge and Antonie van Shayk invited and induced him to do so, they having two or three times that evening come to fetch him. And being asked who planted the pole, he answered that Wm. Loveridge, Antonie van Schayck, Symon Schermerhooren, Frans Winne and he erected the pole together, but he denies that he had a hand in attaching the bladder and balls.

Isaak Verplanke being asked particularly whether he had helped in making the wreaths or in erecting the pole, answered No, and that everything was finished and ready before he went into the house.

Anthonie van Schayck is asked who asked him to erect such a pole. He answers that Wm. Loveridge spoke to him that evening to help him erect such a pole and admits that he did help erect it, being assisted by Wm. Loveridge and Symon Shermerhooren,

but he denies that Isaak helped them to do so, he having left them to go to the wedding. However, he says that Robt. Zacharias was there.

Phillip Frederickse says that he only accidentally happened to be there and that he helped to trim the wreath with a little green stuff.

[289] Wm. Loveridge being again summoned to appear in court, at first denied everything, but the answers of all those who were examined having been read to him, wherein he is accused by every one of having had a hand in the aforesaid work, he admits that he had full knowledge of the matter and that he lent his house for the purpose, but he denies that he helped to erect the pole, or that he helped to make the wreaths. He says that it was not done with such evil intention as is alleged.

Sentence

The honorable court, having considered the entire proceedings and examined all the persons and papers connected with the case, adjudge and decide that the abovementioned witnesses are guilty of having erected such a scandalous pole in front of Mr Pretty's door as an affront to Mr Gabriel Thomson, the bridegroom, which mischief can not be tolerated, it being a matter of serious consequence. And whereas Wm. Loveridge, who at first denied everything, is accused by every one as being the principal agent in the work by lending his house for that purpose and by getting together the others, etc., he is condemned to pay a fine of 150 gl. in seawan to the officer, the other seven who were also present, to wit: Jan Lansing, Frans Pieterse Winne, Robt. Sachariase, Antonie van Schayk, Isaak Verplanke, Symon Shermerhooren and Phillip Frederikse, to pay each a fine of 25 gl. in seawan to the sheriff. And they are hereby warned to abstain from doing such things in the future and are condemned to pay the costs of the entire proceedings, each *pro rata* of the fine which he is to pay.

[290] Ludovicus Cobes, authorized agent of some of the oldest inhabitants of the village of Schaenhechtady, appearing in court, produces a memorial signed and sworn to by them wherein

they set forth that Monsr. Curler, deceased, at the commencement of the village of Schaenhechtadie, for the common welfare, granted them permission to set out the fence as far as they liked, using the land inclosed for gardens and calf pastures, which fence was then constructed at common expense. Whereupon the honorable court have granted the following apostil:

Whereas a patent was granted for the aforesaid land to Monsr. Curler, deceased, and the aforenamed persons have thus far produced no evidence in writing that they have any interest therein, their honors can for the present not allow them to use said land, but desire to see the declaration of some original settlers who are not interested therein and they will then render a decision in the matter.

Capt. Phillip Schuyler, appearing in court, complains about a certain resolution of the reverend consistory dated January 3, 1677/8, whereby it is decided that Dom. Renselaer is to retain the director's pew, it seeming strange to him that they seem to refuse to let him occupy the proper place of a minister, since they acknowledge him to be worthy to preach and to baptize.

The honorable court, having taken the matter into consideration, adjudge and decide that as long as he has been considered fit to preach and to baptize, he is to have also the privilege of sitting in the usual pew of the ministers, near the elders.

Whereas, contrary to the ordinance, two ankers of rum of Pr. Bosiee have been found at Kinderhoek by the sheriff there, which rum the sheriff, Mr Provoost, requests may be condemned according to the ordinance;

The honorable court, having taken the matter into consideration [291] and investigated the same, find that it has been done through ignorance. They therefore condemn the said Pr. Bosie to pay the sum of 4 beavers, to wit, 2 beavers to the sheriff here and 2 beavers to his deputy at Kinderhoeck, who is ordered to return the 2 ankers of rum to Pr. Bosie, who is granted the privilege of retailing the aforesaid 2 ankers of rum and no more to Christians or Indians at Kinderhoeck, to his best advantage, with

the understanding that he may institute his action against Gert. Teunise, who sold the rum to him.

Mr Andrs. Teller gives notice of an attachment which he has placed on the grain of Corn. Teunise in the sum of fl.1280 in beavers, or thereabouts, which is declared valid.

The account of Dr Abm. van Tricht, against the estate of Juffrow [van Curler], deceased, for services rendered as surgeon, amounting to 116 gl. in beavers and 8 schepels of wheat, is put by the honorable court among the preferred accounts.

Secretary Livingston is ordered to pay the court messenger, Mr Parker, 100 gl. in seawan for services rendered in collecting taxes, etc.

Albany, January 29, 1677/8

Present:

Capt. Salisbury
Mr R. Pretty
Mr A. Teller
Mr D. Wessells
Joh. Provoost

Sweer Teunise and Akus Cornelise, appearing in court, humbly request permission to tear down their houses, which are outside the gates of this city and to remove them to Shinnechtady, and whereas it has pleased God Almighty to visit them with a fire whereby their houses at Schinnechtady were completely destroyed, so that they are very much in need of their houses, it being winter, they request permission to tear down their aforesaid houses tomorrow after the service (being the 30th of January, the day on which King Charles the First was beheaded) and to haul them away on their sleighs which for that purpose have come here from Shinnechtady.

[292] The honorable court grant their request in consideration of the fact that they have been so severely visited by the fire and because the houses aforesaid are standing outside the gates where there is no trade.

Ordinary session held in Albany, February 19, 1677/8

Present:

Capt. Ph. Shuyler
Mr Rich. Pretty
Mr A. Teller
Mr Dirk Wessells
Mr M. Gerritse
Mr Provoost, sheriff

Elsie Jurians, plaintiff, against Geertruy Vosburgh, defendant.

The plaintiff demands of the defendant 5 schepels of wheat which her son earned in the harvest and which she withholds from him under pretext of having missed a silver spoon in the plaintiff's house, claiming that the spoon must be returned before she pays the money.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the 5 schepels of wheat within the space of 14 days, *cum expensis*, the defendant to get her spoon at the house of the plaintiff.

Jacob Voss, plaintiff, against Gerrit van Ness, defendant.

The plaintiff demands of the defendant 2 schepels of wheat which are still due to him by balance of account of 2 beavers earned by him last summer, having received only 8 schepels.

The defendant answers that the agreement was to pay in wheat at beaver's price, and that shortly thereafter the ordinance was issued making the rate of exchange 4 schepels to the beaver.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the 2 schepels of wheat demanded within the space of 14 days, *cum expensis*.

[293] Gerrit van Nes, plaintiff, against Jan Thomase, defendant.

The plaintiff demands of the defendant fl.52:16 in beavers, 13 gl. 18 st. in seawan, and 4 schepels of peas, by balance of an account on which 18 schepels of wheat and 2 schepels of peas have been paid.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff according to proper account within the space of 14 days, *cum expensis.*

Mr Johannes Provoost, plaintiff, in his capacity of sheriff, against Marte Janse, defendant.

The plaintiff says that complaints have been made to him that the defendant took away a sleigh from Pr. Lassingh, against his will, notwithstanding the said Lassing refused to loan it to the defendant, because he needed it himself, and that he has broken the sleigh, which are matters of trespass.[1] He therefore demands (treating the matter as a civil case) that the defendant be condemned to pay a fine of 100 *daelders*[2] for the benefit of the officer and to make good the damage suffered by Pr. Lassing, according to the award of two impartial referees, and also to pay the costs of court.

Default of the defendant.

The honorable court, having taken the matter into consideration, adjudge and decide that such deliberate mischief can not be tolerated and they therefore condemn the defendant to pay a fine of fl.50 in seawan for the benefit of the officer and to compensate Pr. Lassing for the breaking of the sleigh, according to the decision of impartial men. Furthermore, they condemn him to pay the costs of the proceedings.

[294] Idem, plaintiff, against Tierk Harmense, defendant.

The plaintiff demands of the defendant a fine according to the ordinance for having on the 16th of January last three several times with a horse and sleigh driven through the city at full speed, as if it were a race, whereby serious accidents might have happened, as the streets were full of children. Being ordered by the plaintiff to stop doing so, he grossly abused him by saying: "What the devil have I to do with you, Johannes?" thus offering resistance to an officer of the law. Therefore, he demands that he be

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[1] *saecke van hostiliteyt.*

[2] 1 *daelder* = 1½ guilders, or 60 American cents.

condemned in the first place to pay a fine of fl.50 for his fast driving and [secondly] fl.200 for his frivolous remarks to the plaintiff.

The defendant, being present, does not deny that he drove in that way through the city, but is not aware that he abused the sheriff so.

The honorable court, having deliberated upon the matter and carefully taken everything into consideration, condemn the defendant to pay a fine of fl.50 for his fast and dangerous driving and also a fine of fl.50 for his frivolous remarks to the sheriff, whose duty it is to maintain and execute justice; all *cum expensis*.

Idem, plaintiff, against Christopher Skaif, defendant.

The plaintiff demands of the defendant the fine according to the ordinance because the house in which he dwells got on fire last Thursday through his carelessness.

The defendant says that the owner of the house ought to pay the fine, because the chimney is defective.

The honorable court condemn the defendant to pay a fine of 25 gl. in seawan for the benefit of the officer, *cum expensis*.

[295] Marte Cryger, plaintiff, against Storm van der Zee, defendant.

Case according to preceding minutes, on account of a bond executed by Jan Andriese Dow, dated Nov. 29, 1677, in favor of Storm van der Zee, in the sum of 16 beavers, of which 16 beavers only 6 are due to Storm van der Zee for his private account and the other 10 arise from the estate of Hend. Willemse, deceased, as he owed money to Storm and Jan Andriese Dow owed money to *d'Owe*,[1] so that the two debts were combined, *d'Owe* lying on his death bed.

It is resolved that Storm van der Zee shall receive the 6 beavers due to him personally. As to the other 10 beavers of *d'Owe*, they shall be counted for the benefit of the estate and Storm shall be treated on a par with the other creditors. The costs of these proceedings shall be charged to the estate.

John Carter requests their honors to be pleased to favor him

[1] The old man, referring to Hendrick Willemsen.

with the office of beer carrier, to hold the same together with Cobus, the brewer, as R. Gardiner has resigned.

The honorable court: *fiat;* whereupon he took the oath.

Jacob Voss requests their honors that he may have the privilege of tearing down the block house standing next to Albert Rykman, promising to build a new house in its place.

The honorable court: *fiat.*

[296] Whereas Mr Gerrit van Slichtenhorst more than two years ago went to New York to get some goods belonging to J. Bleeker, M. Cryger, Joh. Wendells and himself, each of them having bought ¼ thereof of one Mr Duxi, for which he immediately paid the duty on the aforesaid goods in full to Capt. Dyer, custom officer, and being now again called upon to pay the same by the aforesaid Dyer, as if he had never paid it, and therefore forced to give satisfaction to his aforesaid partners, he swears before the Eternal and Dreadful God that he paid the duty on the aforesaid goods according to the said Capt. Dyer's own account in full. *Actum* in Albany, in the presence of Mr A. Teller and Mr D. Wessells, commissaries, this 25th day of February 1677/8.

Extraordinary session held in Albany, March 6, 1677/8

Present:

Capt. Ph. Schuyler
Rich. Pretty
A. Teller
D. Wessells
Jan Thomase
J. Prov[oost], sheriff

Tierk Harmense, plaintiff, against Wynant Gerritse defendant.

The plaintiff says that the sawmill near the Greene Boss, belonging to the defendant and himself jointly, accidentally burned down last Sunday and whereas the plaintiff last summer bought the defendant's half-interest, as shown by the contract of sale thereof dated June 25, 1677, which half-share has not yet been

delivered because the logs were not all sawed according to the agreement made in the said contract of sale, he requests their honors, inasmuch as he has made every effort to agree with the defendant in love and friendship, by award of arbitrators or otherwise, and the defendant absolutely refuses [297] to come to an agreement and now demands 200 boards more for his share than the plaintiff is bound to pay according to the contract of sale, that their honors may be pleased to remedy the matter and finally settle the case according to their judgment, the plaintiff having offered the defendant to pay for all the iron work of the burned-down mill according to the judgment of impartial men, or, if he does not wish to do that, but will help him erect his half of the mill and at the first opportunity put it in working order, he will pay him according to the contract of sale. However, he refuses to do either and seems to want to force me to come to whatever agreement pleases him, as I have made my arrangements as regards the hauling of logs, the hiring of a helper, etc. I therefore request prompt and speedy justice, as the time while there is water power is very precious.

The defendant says that the contract of sale dated June 25, 1677, has become null and void through the burning of the mill and that the arbitrators sent to him by the plaintiff asked him whether he would allow the half of the mill to be appraised, and if not, whether he would be willing to come to an agreement. He left it to the plaintiff for 1500 boards, who on the contrary offered but 500 boards, while he himself would be willing to give 1000 boards. He says that he can not deliver the mill according to the contract of sale, as it burned down while the plaintiff was bearing the risk as well as he.

The honorable court, having taken the matter into consideration and duly noted everything that needs to be taken into account, adjudge and decide that the first offer made by the plaintiff to the defendant as to the appraisal of Wynant's half by impartial men is very reasonable and fair. They do not consider that the contract of sale has become void through the accident of the fire, but hold that the [298] buyer according to the contract

of sale has the preference over others, as he counted on getting the mill and since the purchase has incurred many expenses for hauling of logs, etc. They therefore request and authorize the following referees, to wit, Teunis van der Poel, Barent Albertse Bradt, Pieter Meuse Vrooman and Stoffel Janse Abell, to appraise as speedily as possible all the right, title and interest which Wynant Gerritse has in the aforesaid mill and its appurtenances, whether in the form of logs, or otherwise, with whose decision the parties are to be satisfied. The plaintiff, Tierk Harmense, is hereby ordered to pay the award to the defendant, Wynant Gerritse, in full on the 1st of August next and each of them is to pay one-half of the costs of the suit.

As the spring of the year is approaching it is resolved to adopt and post the following ordinance:

[299] Proclamacon[1]

The Worshipfull Commissaries of Albanie, Colonie Renselaerswyck & Shaenhechtady &c[a]. To all who shall see and hear these Presents redd, Whereas there have been severall Complaints made to y[e] Court Concerning People not makeing up there fences by w[ch]. meanes many differences & disputes doe arrise, Therefore y[e] worshipfull Court [300] in order to prevent all such Complaints, doe order expressly by these Presents, that all Persones doe forthwith make up there fences, or cause them to be made up upon Penalty of forfeiting 25 g[l]. Z to y[e] Sherrif.

Likeways the Inhabitants of albany are hereby orderd forthwith to Clear there streets of firewood as formerly, and to Pile up Carpenters working wood upon Piles, & that upon Penalty of forfeiting 25 g[l]. Z.

It is Likeways made known to y[e] Inhabitants of Albanie that y[e] Gov[r]. Generals order dated 19 April 1677 about hoggs, doth Continue still in force, and that every one not only Ring y[r]. hoggs in y[e] space of 8 days to Prevent y[r]. Rooting of y[e] grasse, but Likeways Joack them, to Prevent there swimming and break-

[1] The Dutch text precedes in the record.

ing in upon fences upon Penaltie of 25 gl. Z for each hogg so found unringed & unjoacked.

The shooting throw ye tounes fences wt guns &ca is hereby likeways forbid, and likeways ye shooting throw all other fences in or about ye Toun upon Penalty of 50 gl. Z to be applyd as above. *Actum* in alb. in our Court house this 6th of March 1677/8.

Extraordinary session held in Albany, March 12, 1677/8

Present:

Capt. P. Shuyler
Mr R. Pretty
Mr A. Teller
Mr D. Wessells
Mr M. Gerritse
Joh. Provoost, sheriff

Lawrence van Ale, plaintiff, against Jochim Lambertse, deputy schout at Kinderhoeck, defendant.

The plaintiff says that the defendant has a young horse in its second year in his custody, which he offers to prove belongs to him, it being a foal of the plaintiff's [301] mare, known by the name of Maddam, and whereas a warrant has been sent to the defendant by the commander to keep the horse in question in custody, on the presumption that it is a stray horse, he requests that his witnesses may be examined and that their honors be pleased to order that his horse be restored to him.

Jacob Abrahamse Vosburgh, being examined, declares that about two years ago he heard Jochim Lambertse and Pr. Bosie say that the black foal now in question belonged to Lawrence van Ale.

Matthys Coenraetse testifies and declares that about April two years ago he saw the horse in question, being then a young foal, standing near the mother at Neuten Hoeck,[1] having a blaze and a white foot.

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[1] A variant spelling of Noten Hoeck, now Nutten Hook, opposite Coxsackie, N. Y.

Mr. Abraham de Pool[1] declares that he knows the horse in question well, having seen it several times on the farm of Hans Heyndrix with the mother, belonging to Lawrence van Ale, and having afterwards also seen one of the mares of Hans Hendrix suckle it.

Christopell, the Frenchman, confirms the above statement, having with Ab^{m}. de Pool seen the mare and the foal several times on the farm of the Neuten Hoeck and being told by Ab^{m}. de Pool that it belonged to Lawrence van Ale.

Jochim Lambertse, in his capacity as above, says that it can not be the horse of Lawrence van Ale, as the latter has been seen several times near the Vyffde Hoek[2] and the drowned land. He presumes that it is a stray horse and that for this reason it is to be sold for the use of his royal highness.

[302] Adam Dingemans says that he saw the horse in question a year ago last harvest with his horses, it being then but a very young foal, alone, without its mother, between the Vyfde Hoeck and the drowned land. He therefore presumes that the foal which kept near the Neuten Hoeck must have been another foal. Also, that the said foal stayed with his horses last summer.

The honorable court, having taken the matter into consideration and duly noted everything that is material, both as to the testimony on the part of the defendant and that of the plaintiff, adjudge and decide that the horse in question belongs to Lawrence van Ale, having by three separate persons been seen several times with the mother. Therefore, they hereby order that the horse be delivered to Lawrence van Ale.

Hilletie Bronk, appearing in court, complains that Barent, the miller[3], comes on her land to cut logs, she intending likewise to build a sawmill on her kill.

The honorable court hereby forbid the said Barent to cut logs on her land without her consent, until further order.

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[1] Abraham, the Pole.

[2] Literally: the Fifth Hook.

[3] Barent Pietersen Coeymans.

[303] Ordinary session held in Albany, March 16, 1677/8

Presentibus omnibus

Capt. Jan Cloet, plaintiff, against Harme Bastiaense and Tierk Harmense,[1] carpenters, defendants.

The plaintiff says that the defendants made a contract with him to build a house, 36 feet in length, for the sum of 40 beavers and one cow, according to the specifications dated February 23, 1677/8, which the defendants refuse to carry out. He therefore requests that they may be ordered to make a beginning and to complete the house according to the contract.

The defendant, Harme Bastiaense, says that he was drunk when the contract was made, alleging that the price is too low by half; also, that the contract calls for more than was agreed upon.

The witnesses then present, to wit, Claes Ripse and Jacob Coenraetse, being sworn, declare that as far as they could see the defendants were fit to transact their business.

The honorable court, having taken the matter into consideration, notice the defendant's statement that the price is too low by half. They therefore request and authorize hereby the following three carpenters to appraise the work and after they have made an estimate to report to their honors tomorrow at 2 o'clock.

The referees are:

Stoffel Janse
Pr. Lokermans
Melgert Abrahamse

Jan Albertse Bradt, plaintiff, against Hend. Coster, defendant.

[304] The plaintiff says that he exchanged the house in which he lives at present for the defendant's house standing on the Pleyn, for which he was to give 10 beavers to boot, all of which he offers to prove by witnesses, and as the defendant is unwilling to carry out the contract, he requests that the defendant may be ordered to effect the exchange.

Capt. Jan Cloet, being sworn, declares that he was at Storm's

[1] Harmen Bastiaensen Visscher and his son, Tierk Harmensen Visscher.

house when the contract about the exchange was to be drawn and that Jan Albertse was to give 10 beavers to Hend. Coster within the space of one year, but that it was drunken man's business.

Hieronimus Wendel, being sworn, declares that Hendrick Coster was drunk and that at first he demanded 10 beavers a year for 4 years in succession, making together 40 beavers, but that at last he agreed to 10 beavers, to be paid in all sorts of goods and was willing to have it written down.

Jan Bricker, being sworn, confirms the testimony of Hieronimus Wendell.

Mr Adriaen van Ilpendam, being sworn, declares that he was at Storm's house and that he was called in to write out the contract of exchange between Jan Albertse and Hend. Coster, whereby Jan Albertse was to give 10 beavers to boot, but that Hend. Coster was so drunk that he did not dare write for him.

Zacharias Sickells, being sworn, declares that Hend. Coster was drunk and that he heard Coster aforesaid demand 40 beavers, to be paid in 4 years.

Jan Tyse knows nothing in particular about the matter.

The honorable court, having taken the matter into consideration and duly examined everything, declare the contract made at Storm's house regarding the exchange of the parties' houses [305] to be invalid and null and void, as the witnesses unanimously declare that Hend. Coster was *non compos mentis* and drunk, whereas on the contrary the plaintiff was sober and competent. They therefore condemn the parties to pay each one-half of the costs of court.

Mr Rich. Pretty, collector of the great excise, plaintiff, against Mr Gabriel Manvielle, defendant.

The plaintiff claims from the defendant the sum of fl.241:10 in seawan for the excise on 11½ ankers of rum which according to his own confession he traded during the period of the former Dutch rule and which sum the plaintiff claims he paid to his honor, the governor general.

The defendant denies that he ever traded rum, whether under the present or the former government, and requests that the plaintiff prove it.

The honorable court nonsuit the plaintiff because he can not produce sufficient proof and condemn him to pay the costs of the proceedings.

Storm van der Zee, plaintiff, against Jan Andriese Dow, defendant.

The plaintiff demands of the defendant the sum of 16 beavers and 1 *vim*[1] of oat sheaves, according to his bond, dated November 29, 1677.

Default of the defendant.

[306] The honorable court condemn the defendant to pay the plaintiff the contents of the bond, to wit, 10 beavers on account of the estate of Hend. Willemse, deceased, and 6 beavers on the plaintiff's own account, together with the *vim* of sheaves, as expressed in the judgment dated February 19, 1677/8, with costs.

Claes Janse Stavast, plaintiff, against Harme Gansevoort, defendant.

The plaintiff, in his capacity as attorney for Neh. Perse,[2] demands of the defendant fl.294:15 in seawan by balance of account.

The defendant denies the debt, alleging that there are several items in the account which he paid in cash and for which he has not been credited; also, that there are goods mentioned which he never received.

The honorable court order the parties to adjust accounts and the items which the defendant rejects, the plaintiff may write to Pearse about, submitting further proof thereof.

Storm van der Zee, plaintiff, against Hillebrant Janse, defendant.

The plaintiff, in his capacity of administrator of the estate of Hend. Willemse, deceased, demands of the defendant 6 beavers for a horse which he bought of Hend. Willemse, deceased.

The defendant answers that the commissaries of Shaenhechtady ordered him to pay for the same to Maritie Dame.

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[1] 104 to 108 sheaves.

[2] Nehemiah Pearse.

The honorable court condemn the defendant to pay the plaintiff the 6 beavers demanded, within the space of 14 days, *cum expensis.*

Jan Becker, farmer of the burgher excise, plaintiff, against Harme Ruttgers, defendant.

[307] The plaintiff's bill of complaint against the defendant is read, wherein he states that as Mr Pretty withdraws from the case he is forced to institute his suit against the defendant for selling good beer to two Indians without having paid the excise, according to his own confession made on the 10th of February last. As the plaintiff is much defrauded thereby and concerned therein, being the farmer of the burgher excise, he requests that the defendant may be condemned to pay a fine of fl.300 to him, he having not only caught him this time through those two Indians, but having found at different times last summer that the Indians came out of his house with calabashes, jugs, etc. filled with good beer, of which the plaintiff, being then farmer of the excise, took good notice; all of which gave him occasion to be diligent in catching the defendant.

The defendant answers in writing that he is not guilty in any way of having defrauded the farmer of the excise, but says that on the 8th, 9th, and 10th of February last two Indians came to his house insisting on getting a gallon of beer, which he steadily refused to let them have, but at last out of commiseration, in view of their persistency and great plaint of having a sick child, he sold them a calabash of beer from the bottom of the vat, from which it clearly appears that he resisted the Indians and did not dodge the excise, as the farmer well knows, since he, as he states himself, employed the said Indians for that purpose for some days and bribed them with money, all for the purpose of framing an innocent burgher and getting him into trouble, considering it a false allegation that he has done so on several occasions. He therefore requests that the plaintiff be nonsuited and ordered to pay the costs.

The honorable court, having duly considered the case between the parties, adjudge and decide that whereas the plaintiff has

bribed the Indians to carry out such a deceitful purpose, according to the plaintiff's own confession, and the defendant has done so innocently, they nonsuit the plaintiff and condemn him to pay the costs of the proceedings.

[308] Rip van Dam, plaintiff, against Dirk Hesselingh, defendant.

The plaintiff, as attorney for Ro. Story, demands of the defendant 4½ beavers for one-half of a cow sold to him.

The defendant admits the debt.

The honorable court condemn the defendant to pay the plaintiff the 4½ beavers demanded within the space of 14 days, *cum expensis.*

Jacob Abrahamse Vosburg, plaintiff, against Jurian Callier, defendant.

The plaintiff demands of the defendant 2 beavers for the remainder due for one year's service.

The defendant says that he also has a claim against the plaintiff. They have not yet adjusted their accounts.

The honorable court order the parties to settle with each other and to pay according to proper account.

Marte Janse, plaintiff, against Anth°. van Schayck, defendant.

The plaintiff says that he has been demanded to pay a fine of 50 gl. in seawan for using P^r^. Lassing's sleigh, which the defendant loaned to him. He requests that he may be released from paying the fine.

The defendant denies that he loaned his sleigh to the plaintiff.

The honorable court refer them to the previous judgment, dated February 19, 1677/8.

Arent van den Bergh, plaintiff, against Evert Corn[elise] soldier, defendant.

The plaintiff demands of the defendant 4 beavers for a suit sold to him.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the 4 beavers demanded within the space of 14 days, *cum expensis.*

[309] Johannes Provoost, plaintiff, against Eghbert Teunise, defendant.

The plaintiff demands of the defendant a fine of 50 gl. in seawan for having beaten the person of Symon Schoute so severely on the farm of the widow Goose that he had to stay in bed two or three days. He offers to prove this by the testimony of Anth°. van Schayk and Jannetie Mingaal.

The defendant denies it.

Anth°. van Shayk and Jannetie Mingael say that they did not see the defendant beat Symon.

The plaintiff offers to produce further proof on the next court day.

There is presented a petition of Lawrence van Ale, attorney for Evert Luycasse, praying that in the first part of next April a division may take place of a certain piece of land at Kinderhoeck, called the Groote Stuck, of which he owns one-fourth part, Jan Tyse one-fourth, Marte Cornelise one-fourth, and P^r^. Vosburg one-fourth, and that each one may be ordered to pay one-fourth part of the cost of fencing on the side of the kill as well as on the other side and that he who has fenced the least may be made to pay the difference according to appraisal by impartial men; also, that the delivery of each one's just one-fourth part may be made next fall as soon as the grain is off the field.

The honorable court, by way of apostil, order that the parties concerned are to appear on the next court day when the matter will be considered.

[310] Instructions for R^t^. Livingston, secretary of the city, regarding the selling by the small measure.

[Remainder of the page blank.]

[311] Capt. Jan Cloet, plaintiff, against Harme Bastiaense and Tierk Harmanse, carpenters, defendants.

Case according to preceding minutes. The report of the three carpenters, authorized by their honors to appraise the [work to be done according to the] specifications of the house, is as follows, to wit:

If the defendants use the old wood of the house of Corlaer,

as stipulated, although not mentioned in the agreement, they ought to receive, paying for their own board, 70 beavers, whereas the agreement only speaks of 40 beavers.

The honorable court, having taken the matter into consideration and duly noted everything, can not annul either the specifications or the agreement between the parties, as the defendants were sober at the time; but upon persuasion by their honors, who explained to him that the contract was let at much too low a price, the plaintiff agreed to give the defendants, in addition, their choice of two hogs out of the three in his hog pen, and 2 *muddes* of wheat, agreeing also that he would not trouble them about the building of the winding stairs. Therefore, the defendants are ordered to carry out the agreement made with the plaintiff at the first opportunity. Done at our session, this 22d of March, 1677/8.

Extraordinary session held in Albany, March 25, 1677/8

Jacob Staes, appearing in court, complains that the servant girl of Dom. Shaets, called Myno Paulise, has slandered his wife, Rykie Staes, by accusing her of theft, which he offers to prove by trustworthy witnesses. He requests that the witnesses may be heard.

[312] Geertruy Heronimus, being sworn, declares that 8 or 10 days ago Rykie Staes' negro girl, called Fransyn, was in front of the deponent's door, where the servant girl of Dom. Shaets, named Myno Paulise, happened to come also. The latter said to the aforesaid negro girl: "How is your mistress coming out with the stolen rum? Has the rum which your mistress has stolen been drunk up yet?" Further the deponent knoweth not.

Aeltie Solders, aged 19 years, confirms the above, having also heard the words of the formal statement sworn to by Geertruy Hieronimus.

Engeltie Dirkse, aged 12 years, also heard the same, having been present also.

Jacob Staes therefore requests that the aforesaid Myno Paulise may provisionally be taken into custody and at a convenient time

be punished as she deserves for having defamed his wife's character.

Myno Paulise having been summoned to court, the above sworn testimony of Geertruy Hieronimus, which is confirmed by two other witnesses, was read to her. She denies that she said it, but states that Rykie Staes' negress Fransyn said to her on the bridge near the Domine's house: "Must your mistress tell Annetie Goosense that I said that my mistress Rykie stole the rum?" Whereupon Myno answered: "Yes, why should she not tell it?" The negress replied: "My mistress has already confessed to Jan Verbeek that she stole the rum, gloves, currants and sugar from Mr Brazier, who lodged at her house last summer."

Myno Paulise further says that the negress not only [313] said so about her mistress to her, but also to her Mistress Anneke Schaets, Susanna Beekmans, Rachel Lambertse and others.

Jan Verbeek, being summoned to court, is asked whether Rykie Staes ever confessed to him that she stole rum, sugar, currants and gloves from Mr Brazier, to which he answered: "No," that she never said so to him.

Whereupon the honorable court order the sheriff to take the person of Myno Paulise into custody until further examination of the parties.

March 26, 1678, the person of Myno Paulise was released from prison, Dom. Schaets binding himself to deliver her to the court when they want her and pledging his furniture, household effects, salary, etc. for the fulfilment hereof, sickness or death excepted.

A certain letter from the reverend consistory of the Esopus was read in court, requesting their honors and the reverend consistory to send them a minister to baptize the children there that have not been baptized and to administer the holy sacraments.

The honorable court, having taken the matter into consideration, can not refuse the brethren's request, but refer the matter to the reverend consistory to decide which of the two ministers, Dom.

Schaets or Dom. Renselaer, shall go. The matter having been referred to them and to the two ministers, it is decided that Dom. Schaets shall go to Kingstoun to administer the holy sacrament.

[314] Ordinary session held in Albany, April 9, 1678

Present:

Capt. Shuyler
And. Teller
D. Wessells
J. Thomase
M. Gerritse
Pr. Winne
J. Provoost, sheriff

Jochim Wessells, plaintiff, against And. Jacobse Gardinier, defendant.

The plaintiff demands of the defendant 3 beavers or 15 schepels of wheat for a saddle sold to him about 6 years ago.

The defendant acknowledges the debt and produces a power of attorney from his father, Jacob Flodder, according to which the plaintiff still owes the said Flodder 28 gl. in seawan.

The honorable court condemn the defendant to pay the plaintiff the 3 beavers or 15 schepels of wheat demanded, within the space of 14 days, *cum expensis*, reserving Jacob Flodder's claim against the plaintiff.

Sweer Theunise, plaintiff, against Pr. van Waggelen,[1] defendant.

The plaintiff demands of the defendant fl.516:7 in beavers for the purchase of a farm on which the defendant resides at present.

The defendant acknowledges the debt and offers boards in payment, saying that he has no grain, beavers, or seawan.

The honorable court condemn the defendant to pay the plaintiff the sum of fl.516:7 demanded, according to the contract, within the space of 14 days, *cum expensis*.

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[1] Pieter Pietersen van Woggelum. The farm was located on the Poesten kill. See *Early Records of Albany*, 1:117–18; 2:44–45.

[315] Corn. van Shelluyne, plaintiff, against Jan Conell, defendant.

The plaintiff demands of the defendant 9 gl. in beavers.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the 9 gl. in beavers within the space of 14 days, *cum expensis.*

Idem, plaintiff, against Tierk Harmense, defendant.

The plaintiff says that the defendant refused to give him a deed for the lot on which his house stands and for which he has been paid. He also demands payment of 16 gl. in seawan.

Default of the defendant.

The honorable court order the defendant to give the plaintiff a deed for his lot and to pay him the 16 gl. in seawan within the space of 14 days, *cum expensis.*

Johannes de Wandelaer, plaintiff, against Jan Thomase, defendant.

The plaintiff requests that the defendant may be ordered to give him a deed and the patent for his house bought from him and which was paid for fully 1½ years ago.

The defendant says that he has not yet received a deed from the court.

The honorable court order the defendant to deliver to the plaintiff a deed for his house and lot bought from him, within the space of 14 days, *cum expensis.*

Johannes Provoost, sheriff, plaintiff, against Pr. Bosie, defendant.

The plaintiff says that Jan Jacobse has complained to him that the defendant without the knowledge or consent of the owner took his horse from the farm of Dirk Teunise and rode on it to Kinderhoek and kept it there fully 14 days, this being a case of trespass.[1] He therefore demands that the defendant may be condemned to pay a fine of 100 gl. for the sheriff, and damages for the loss suffered by the said Jan Jacobse according to the decision of two impartial men.

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[1] *synde saecke van hostiliteyt.*

[316] The defendant says that Jan Jacobse loaned the horse to him.

Jan Jacobse denies that he loaned the horse to him and, the oath having been deferred to him, he swears that he did not loan the horse.

The honorable court, having taken the matter into consideration, condemn the defendant to pay 12 gl. in seawan to Jan Jacobse for the use of the horse, and a fine of 25 gl. in seawan to the sheriff, *cum expensis*.

Richard Pretty, in his capacity of collector of the great excise, plaintiff, against Harme Ruttgers, brewer, defendant.

The plaintiff complains that the defendant has defrauded [the city in the matter] of the great excise by selling, according to his own confession, good beer to the Indians without entering the same, maintaining that if this be not prevented and the delinquent strictly mulcted in the amount, it will hereafter seriously lessen the receipt of the great excise. He therefore demands that the defendant be condemned to pay a fine of fl.800 in seawan for the benefit of the plaintiff, *cum expensis*.

The defendant denies that he defrauded the collector of the excise, having sold only a calabash of beer, it being the tail end in the cask (*vull vatt*), to two Indians who were very urgent, claiming that they had a sick child and whom, out of pity, he could not refuse as they often came to see him. From which it clearly appears that he resisted the Indians and did not defraud the collector, as the collector well knows since, according to his own statement, he employed the Indians thereto for some days, bribing them with money, which is a sorry business to mislead an innocent burger and to get him into trouble, considering it a fiction that he has done so at different times. He therefore requests that the plaintiff's suit may be dismissed, all *cum expensis*.

The honorable court, having taken the matter into consideration, adjudge and decide that inasmuch as [317] the plaintiff has employed the Indians as well as the farmer of the burgher excise to carry out such a crafty scheme, according to his own

confession, and the defendant did it innocently, they hereby dismiss his complaint and condemn him to pay the costs of the trial.

Extraordinary session held in Albany, April 13, 1678

Present:

Capt. Phil. Schuyler
Mr Rich. Pretty
Mr A. Teller
Mr D. Wessells
Mr Jan Thomase
Mr Joh. Provoost, sheriff

Mr Johannes de Peyster, plaintiff, against Mr W^{m}. Sydenham, defendant.

The plaintiff says that the defendant promised to send him 8 pieces of duffel to his house, which he was to sell for the benefit of the defendant, for which he desires no profit, but only a present for his daughter, all of which the defendant has failed to do, having on the contrary sold the duffel to one Ger^{t}. Hardenberg, whereby the plaintiff finds himself in the highest degree aggrieved. He therefore claims that he has suffered a loss of 20 beavers through non-delivery of the aforesaid duffel.

The defendant denies that he ever offered to have him sell duffel for him upon such conditions, much less that he made any bargain about it. He therefore requests that the plaintiff's unfounded charge may be dismissed and that the plaintiff may be condemned to pay a fine of 50 beavers for the benefit of the defendant for his unjust molestation and injury to the defendant's honor and reputation by arresting him without right or reason in a strange place.

[318] The plaintiff refers to the testimony of four witnesses whom he has caused to be cited. Three of them were released by him because they confessed that they were not present, but he refers absolutely to the testimony of Hend. Cuyler.

Hend. Cuyler, being sworn, declares that he heard some discussion between Mr Peyster and Mr Sidenham regarding the duffel. Among other things Mr Sydenham stated to Mr Peyster:

"What shall I do, I can not sell my duffel?" To which Mr Peyster answered: "I'll buy the duffel from you." Mr Sydenham replied that the next morning they might come to some agreement.

The honorable court, having taken the matter into consideration, adjudge and decide that the declaration of the plaintiff, Monsr. Peyster, is quite unfounded, as he can not prove that he definitely bought the duffel and only claims that he offered to sell the same for the benefit of the defendant out of love and affection for him. As meanwhile the defendant sold the duffel to some one else, it seems to them that the plaintiff is relieved of the trouble and burden and therefore has no claim for damages. They therefore nonsuit the plaintiff and condemn him to pay the costs of the entire proceedings.

The above judgment having been read to the parties, Mr de Peyster was very much dissatisfied with it, saying that he intended to drag all the commissaries before the great Court of Assizes, because they did not understand the matter now at issue. He also called Commissary Pretty in full court a rascal and said that [319] he intended to relate all he knew about the commissaries because they had pronounced an unjust judgment against him.

Whereas Mr Johannes de Peyster has uttered various threats against the bench of judicature here, as specified above, it is ordered that he is to remain in custody in his house until he gives bail in the sum of 100 pounds sterling, in the first place for his good behavior and in the second place for his appearance here on the next court day to be held on May 7, 1678, to answer for the words which he has spoken to the prejudice of their honors.

Mr Johannes de Peyster requests their honors that he may have the privilege of going with Luycas and Jan Joosten to New York.

The honorable court grant his request, but he must give bail for his appearance as above.

Mr Hend. Cuyler and Timothy Cooper, appearing in court, become sureties in the sum of 100 pounds sterling for Mr. Joh. de Peyster's appearance here on the next court day, being the 7th of May, to answer to their honors for the aforesaid words, whereupon Mr de Peyster is released from his arrest.

This day, the 7th of May, the aforesaid bailsmen, Hend. Cuyler and Timo. Cooper, are released from their bailbond on account of Joh. de Peyster, as he is now completely bereft of his senses.

[320] Present:

A. Teller
D. Wessells } commissaries

J. Provoost, sheriff

Before me, Robt. Livingston, secretary of Albany, colony of Renselaerswyk and Shaenhechtady, appeared Mr Richard Pretty, collector of the great excise, who entered an appeal to the grand Council at New York from a certain judgment pronounced against him by the honorable court here on the 9th of April 1678, and in favor of Harme Ruttgers, and he hereby offers as security for the judgment pronounced and to be pronounced his person and property, real and personal, present and future, without exception, as well as the persons of Timothy Cooper and Arnout Cornelise, jointly and severally as principals, together with their properties, submitting the same to the control of all lords, courts and justices. Done in Albany, the 22d of April 1678.

Richard Pretty
Timothy Cooper
Arnout Corn: Viele

N.B. The words "as well as . . . with their properties," were written in the margin before the document was signed.

Ordinary session held in Albany, May 7, 1678

Presentibus omnibus

Wm. Ketelhoese,[1] plaintiff, against Harme Gansev[oor]t, defendant.

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[1] Willem Jochemsen Ketelhuyn.

The plaintiff produces a contract dated April 20, 1678,[1] which he made with the defendant about the purchase of 40 schepels of grain sowed on the defendant's farm at Catskill, whereby it is expressly stipulated that the said defendant was immediately to leave the said farm and to deliver the seeded land there to the plaintiff, all of which he refuses to do. The plaintiff, therefore, demands that the defendant may be ordered to carry out his contract of sale [321] and to make good the loss and expenses incurred by him, as he had procured a plow, collars, traces and horses to start plowing there and has been prevented from doing so by the defendant.

The defendant acknowledges that he made such a contract with the plaintiff and if he cares to have the seeded land he will deliver it to him, although he should like to keep it himself, but he says that it was not stipulated that he was to plow there.

The honorable court, having taken the matter into consideration, declare the contract of sale valid according to the vendor's own confession. They therefore order him to deliver the seeded land to the purchaser and to leave the farm according to the contract, provided the plaintiff within the space of 3 times 24 hours furnish two sufficient sureties for the payment of the 40 beavers at the times specified, the defendant being condemned to pay the entire costs of the proceedings. They do not understand, however, that the plaintiff has the privilege of plowing there, he having bought only what is seeded there.

Jan Conell, plaintiff, against Harme Gansevoort, defendant.

The plaintiff says that he bought the defendant's farm situated at Catskill, with the buildings thereon, except the new barn, for the sum of 200 beavers, according to the contract of sale thereof, dated the 20th of April last,[2] which contract of sale the defendant and his wife seek to annull, they having sent two arbitrators to cancel the same, saying that he [the defendant] was drunk when the contract was made. He offers to prove by several wit-

[1] See *Early Records of Albany*, 1:181.

[2] See *Early Records of Albany*, 1:180–81.

nesses that the contrary is true and [322] that he confessed several times that he had made such a contract and was well satisfied with it. He therefore requests that their honors be pleased to order the defendant to carry out the sale according to the contract and to condemn him to pay the costs of the suit.

The defendant's wife requests their honors that the contract of sale made by her husband with J. Conell regarding the farm may be annulled, because it was made at a tavern when he was drunk and full of wine and then incompetent to transact any such business and also because her entire family will thereby be brought to ruin. She humbly requests that out of commiseration for herself and her small children their honors may be pleased to annull the aforesaid sale. However, if the sale is to take effect, she and her husband request that the plaintiff furnish sufficient sureties that the payments shall be promptly made.

The plaintiff requests that his witnesses may be heard.

Casper Jacobse, being sworn, declares that some time ago he went to the house of Harme Gansevoort to get a beaver which he owed their minister, then being on the eve of his departure. He answered that he had brought grain, but that it was lost. Whereupon Casper said: "I have heard that you made a contract with J. Conell about your farm. He will loan you a beaver." "Yes," said Harme, "that may be so." He then went to the house of Jan Connell, who in the presence of Harme advanced him one beaver.

[323] Storm van der Zee, being sworn, declares that the purchase took place at his house and that Harme was neither drunk nor sober when the contract was written. Also, that about three days later he asked Harme whether the sale still held good and whether his wife would be satisfied with it. To which Harme answered, Yes, that there would be no happier day for her than that on which they would leave the farm, because her children were not being brought up well; secondly, because her parents were leaving the farm; and thirdly, because they could not get any farmhands without much trouble and expense.

Dirk Albertse Brat, being sworn, declares that at the house of Aernout Cornelise he heard Harme say that he was well satisfied with the contract of sale about the farm made with Jan Conell and that his wife would never see a happier day than that on which she would leave the farm. He says further that he heard Harme say in his own house that he was well satisfied with it if his wife was content.

Cobus, the brewer, being sworn, says that he was present when the contract was made; and that Harme was not drunk, but had drunk a glass, and that the secretary, who wrote the contract, asked the said Harme several times whether he was perchance drunk and whether his wife would not be displeased about it? To which he answered No, and then repeated to the secretary exactly how the agreement was made, whereupon the latter wrote the contract.

Jacob Lokermans, being sworn, says that he heard Harme Gansevoort say at the strand that the contract of sale about the farm which he had made with J. Conell held good.

Jan, the Noorman, being sworn, says that he asked Harme at Storm's house (*tot Stormen*) whether the sale held good and whether his wife was pleased with it? To which he replied, Yes, that she would never see a happier day, for he could support himself by brewing and the children could go to school.

[324] Now follows the testimony for the defense:

Albert Rykman, being sworn, declares that he heard Jacob Cornelise say at his house that he was present when the contract of sale was made between Harme Gansevoort and Jan Conell and that he did not sign as a witness because Harme Gansevoort was drunk.

Maes Cornelise, being sworn, says that he was at Storm's house when the contract was made and that he offered the buyer 200 beavers for the house and farm, of which 25 beavers were to be paid in cash. Also, that Jan Conell asked him to sign as a witness, but that he refused because Harme Gansevoort was drunk. Also, that Jan Conell asked him, Maes, 8 days after the sale, to call on H. Gansevoort to see whether Harme would send him two

arbitrators, as there was then a chance to settle the matter. Harme Gansevoort did this, but Jan Conell would take no less than 100 beavers for rue-bargain with costs.

The honorable court, having heard the pleadings on both sides and examined the witnesses, resolve to turn over the documents to the following sworn jurymen, to wit:

Mr Gerrit van Slichtenhorst	Hend. Cuyler
Timothy Cooper	Mynd^{t}. Harmense
Jan Janse Bleeker	Marte Cryger
Corn. van Dyck	Jacob Sanderse Glen

[325] The jury being unanimously agreed render their verdict that the aforesaid bargain between the parties is legal according to the seller's own confession and the testimony of the witnesses, for which reason the jury find that Gansevoort aforesaid must deliver the farm to the buyer according to the contract, without making any alteration therein, and pay all the costs of this trial.

Judgment

The honorable court, having duly considered the proceedings between Jan Conell on one side and Harme Gansevoort on the other side regarding the purchase of the farm at Catskill, approve the verdict or decision of the jury to this extent that the bargain is legal and must take effect. They therefore order the seller to deliver the farm to the buyer at the stipulated time according to the contract of sale. But whereas the defendant and his wife have humbly requested the court that the buyer may offer sureties for the payment of the purchase money according to the terms of the contract, their honors have decided that the plaintiff within the space of 3 times 24 hours is to furnish two sufficient sureties for the payment of the moneys specified in the contract, and the defendant is condemned to pay all the costs of the trial.

Sweer Teunise, plaintiff, against Capt. Jan Cloete, defendant.

The plaintiff says that on April 3, 1678, he bought of the defendant a negro for the sum of 100 beavers, the condition being that he was to be sound and healthy, [326] but it was found afterwards that he has a rupture. He therefore requests that the

defendant may be ordered to make good the loss which he is suffering or may still suffer on account of the negro's disability.

The defendant answers that he did not know that the negro had a rupture, which he offers to confirm by oath, as was done. He says further that if the plaintiff is not satisfied with the negro, he will be glad to take him back and pay the plaintiff next winter the 56 schepels of wheat which he paid on account, with the interest thereof.

The honorable court adjudge and decide that the defendant's offer is fair, leaving it to the plaintiff's option to keep the negro or not, as he was totally unaware of the accident. They therefore nonsuit the plaintiff and condemn him to pay the costs of the suit.

Hend. Beekman, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant 260 one-inch boards and 18½ floor boards, for sawing wages.

The defendant says that he does not owe him that much, alleging, that he has not sawed as much as he charges for, since less than that has been delivered.

The plaintiff takes the oath that according to his account 260 one-inch boards and 18½ floor boards are due to him, without counting in the bad boards.

[327] The honorable court condemn the defendant to deliver to the plaintiff the quantity of 260 one-inch boards and 18½ floor boards within the space of 14 days, *cum expensis*.

Gerrit Teunise, plaintiff, against P^r^. Bosie, defendant.

The plaintiff demands of the defendant by balance of account 29 schepels of pease, 14 hens and 8 gl. in seawan, against which he owes a pair of shoes, a horse yoke (*Paerde Juck*) and 4 schepels of wheat.

The defendant admits the debt, but says that the plaintiff has not spoken to him about it and that he owes him one beaver.

The honorable court order the parties to adjust and settle their accounts, provided that the defendant is to pay the surplus within the space of 14 days and that each is to pay one-half of the costs.

Timothy Cooper, plaintiff, against Jan Heyndrikse, defendant.

The plaintiff demands of the defendant fl.19:6½ in beavers, book debt, for goods received.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the fl.19:6½ in beavers demanded within the space of 14 days, *cum expensis.*

Robt. Sanders, plaintiff, against Gerrit Teunise, defendant.

The plaintiff says that he sold to the defendant a horse, which he had bought from the Indians, it being a horse which belonged in New England, on condition that he would release him from all claims, but the defendant refuses to pay for the horse because Capt. Salsbury has seized it.

[327a] The defendant denies that he made such an agreement with the plaintiff, that he would release him from all claims.

The plaintiff, in reply, offers to produce evidence on the next court day.

The honorable court adjourn the case until the next court day, when the plaintiff is ordered to produce further proof.

Claes Willemse, plaintiff, against Capt. Jan Cloete, defendant.

The plaintiff says that the defendant hired him for the period of one year and that while in his service he had the misfortune of breaking his leg, which is not yet cured. As he understands that the defendant has hired another man without letting the plaintiff know, he humbly requests that he may serve out the time which he lost through his accident and that the wages agreed upon may remain the same; or else that the term of one year may stand, in which case he is willing to pay the person who worked in his stead during his absence.

The defendant admits that he hired the plaintiff for one year, but says that he could not leave his farm without a farm-hand not knowing whether the plaintiff would be all right again within half a year. He admits that he did not speak to the plaintiff before he hired another man and says that the plaintiff is very disobedient.

The honorable court, having heard the parties, [327b] adjudge and decide that the defendant is to let the plaintiff serve out his time according to the contract as soon as he is able to do his work, the latter being ordered to serve his master obediently. The defendant is condemned to pay the costs of this suit.

Claes Willemse, former farm servant (*bowknecht*) of Juffrow Corlaer, deceased, presents to their honors two affidavits of trustworthy witnesses, who testify that Juffrow Corlaer, deceased, on her death-bed promised to the said Claes Willemse one of her work horses, as she was assured that he had rendered her special services and would be her last servant. He therefore requests their honors that, having bought one of the work horses at auction, he may have the same without paying anything for it, according to Juffrow Corlaer's promise.

The honorable court, having read the affidavits, fully grant and allow Claes Willemse's request to have the horse without paying anything for it, for the reasons aforesaid.

W^m^. Loveridge is per superabundance summoned to court and ordered to satisfy the sentence pronounced on the 8th of January on account of the setting of the May pole. He answers that he can not make any money and does not dare steal, so that they can do with him as they like.

The honorable court hereby expressly order him to satisfy the sentence to the schout within the space of 24 hours and if he is unwilling to pay within that time, the schout is hereby ordered and authorized to levy on his property and in default thereof to take his person into custody until the time of payment.

[328] Agnietie Heyndrix, plaintiff, against Omie La Gransie, defendant.

The plaintiff complains that the defendant has sent her daughter home without any outfit of clothes, although he was bound to give her board and clothing for the term of six years for her work. She is willing, however, to take her home if the defendant will provide her with clothing for her service.

The defendant answers that the girl ran home and that he did not send her, and he is willing to carry out the contract in that respect.

The honorable court, having carefully considered the question between the parties, adjudge that the plaintiff can keep her daughter at home if she cares to do so, the defendant not being obliged to give her clothing unless she serves out her time according to the contract. The matter, therefore, is left to the option of the plaintiff.

Tierk Harmense, plaintiff, against Christopher Skaife, defendant.

The plaintiff demands of the defendant 4½ beavers for hauling last winter a year ago.

The defendant acknowledges the debt.

The honorable court condemn the defendant to pay the sum demanded of fl.36 in beavers to the plaintiff within the space of 14 days, *cum expensis.*

Christofer Skaif, plaintiff, against Tierk Harmense, defendant.

The plaintiff demands of the defendant fl.41:7 in beavers for pasture money, hire of a log sleigh, etc.

The defendant denies that he owes so much.

The honorable court request and authorize Arnout Corn. Viele and Gerrit van Ness, as referees, to examine the accounts of the parties and if possible to settle and decide the matter and to report to their honors on the next court day.

[329] Tierk Harmense, plaintiff, against Jacob Vosburgh, defendant.

The plaintiff demands of the defendant fl.100 in seawan by virtue of an order of Mr Cooper on the defendant.

The defendant maintains that he does not owe the plaintiff anything, but is only indebted to Mr Cooper.

The honorable court condemn the defendant to pay the plaintiff the sum of fl.100 in seawan according to the order within the space of 14 days, *cum expensis.*

Johannes Provoost, sheriff, plaintiff, against Capt. Jan Clute, defendant.

The plaintiff says that the defendant has not hesitated on Sunday afternoon, while the Lord's Supper was celebrated, to do

business about a lot, which he sold definitely to Johannes de Peyster for 20 beavers, which the plaintiff offers to prove. Also, that for the second time he has ventured, again on Sunday afternoon, at the third ringing of the bell, to send two of his servants, each with a wagon, to his farm, which can not be termed otherwise than as a desecration of the Sabbath. The plaintiff therefore demands that the aforesaid lot be declared confiscable and that in addition the defendant be condemned to pay a heavy fine, such as their honors shall deem proper. And as to the second offense, regarding the driving with wagons, he demands that the defendant be condemned to pay for each wagon a fine of fl.25 in seawan according to the ordinance, and furthermore, that he be condemned to pay the costs of the court.

The defendant says that the sale of the lot was not final, there being no writing thereof. Also, that he did not know that it was forbidden to drive wagons on Sunday during the preaching.

The honorable court, having taken the matter into consideration, condemn the defendant to pay for the two offenses, both being in desecration of the Sabbath, a fine of 75 gl. in seawan for the behoof of the sheriff, *cum expensis.*

[330] Dirk Wessells requests that it may please their honors to grant him four feet of ground of the alley to the east of his house, as he intends to build a better and larger house that will be a greater ornament to the street and not to the prejudice of any one, but will rather tend to the improvement of the aforesaid alley.

The honorable court, having viewed the place together with the commander, Capt. Salisbury, can not find that it will in any way interfere with any one. They therefore grant his request, subject to the approval of the right honorable governor general.

A petition was presented of Corn. de Peyster, wife of Johannes de Peyster, praying that whereas her husband bought some houses and lands while he was bereft of his reason, the said purchases may be annulled.

The honorable court declare the said purchases made by her husband null and void, but order that Jacob Shermerhooren is to be paid for the use of his house and is also to receive compensa-

tion for the destruction or damage which the said husband has done therein.

Extraordinary session held in Albany, May 16, 1678

Present:

Capt. P. Schuyler
Rich. Pretty
D. Wessels
J. Thomase
Pr. Winne

Whereas this day a certain squaw was shot dead at the house of Wm. Teller, burgher of this city, the sheriff, the secretary and a constable were immediately sent thither to inquire how it happened. They report that it was done quite innocently by Wm. Teller according to his own confession, because he did not know that the gun was loaded and did not see any one when the gun went off, the gun having been discharged unexpectedly, as more fully appears from the information.

[331] Whereupon their honors caused an inquest jury to be impaneled, who were sworn to investigate and inquire how the accident occurred and to report to the court in compliance with the law. The jury consists of the following 12 persons, viz:

Gerrit van Slichtenhorst	Pieter Bogardus
Gerrit Swart	Timothy Cooper
Jan Verbeek	Barent Rynderse
Adriaen Gerritse	Hend. Cuyler
C. Hans Heyndrix	Jan Becker
Jan Vinnagen	Arnout Corn. Viele

And whereas their honors are informed that 3 Indians were present, it is resolved to examine these three in the presence of the Mahican sachems and the jury. Aernout Corn. Viele acted as interpreter.

Cassorachkenit, a northern Indian, being examined, says that he was in the front room of the little house when the shot was fired and that he immediately went to see the wound. He heard the squaw who was wounded say: "I am dying, I am dying."

She was taken hold of by his wife and so fell down, but he says that there never was any dispute or altercation between the said Teller and the squaw.

Piecheharro, the wife of the aforesaid Cassorachkenitt, confirms entirely what was said by her husband and says also that there never was any dispute or the least altercation between the said Teller and the squaw who was shot.

Wampiroask, a Mahican squaw, being examined, says that she passed Mr Teller's house with the squaw who was shot and was called to come in by the daughter because she had maize with her. She entered the door of the little house [332] and so passed the vestibule door of the little house and the squaw who was shot followed her and right in front of the vestibule door she was shot. But she heard no dispute or altercation between them.

The above examination being held in the presence of the sachems, it was represented to them how innocently the squaw was shot. Therefore, they required them to bury the squaw immediately and offered them 50 gl. seawan.

The Indians reply that they are well satisfied as they well know that it was not done on purpose. The jury, appearing in court, declare that they have made an investigation of the matter and examined everyone in the house, as more fully appears from the examination. Having duly considered all the documents, they are conscientiously of the opinion that the affair between Wm. Teller and the squaw took place in all innocence.

The honorable court, having taken into consideration the case of Wm. Teller concerning the shooting of the squaw, confirm and approve the verdict of the jury that it took place accidentally. Having also summoned the Indians and explained the matter to them and found them well satisfied, their honors aforesaid, nevertheless, think it advisable to refer the entire case to the governor and council of New York to obtain their opinion in the matter. Meanwhile Wm. Teller is ordered to remain confined in his house until their honors receive answer and orders from New York how they must govern themselves in the matter, which answer is expected at the first opportunity.

[333] May 16, 1678 *Post Meridiem*

After deliberation it is decided and resolved to have the city gates reinforced at the first opportunity; also to have the city stockade repaired, as news has been received today from New York that war has been declared between our sovereign lord, the King of Great Britain, and the French. Whereupon immediately an order to that effect was issued to the constables.

Extraordinary session held in Albany, May 29, 1678

There was read in court a certain letter from the supreme council at New York in answer to two letters sent to their honors, one dated the 13th of this month, regarding Wm. Lovridge, and the other dated the 20th of this month, concerning Wm. Teller.

In regard to the case of Wm. Lovridge they have sent the following order viz:

At a Councell held in New Yorke May the 22th. 1678

Upon Complaint of Wm. Loveridge, Committed a Prisoner into ye Custody of ye Officer at Albany by the Commissaries, for non-Payment of a Fine, imposed upon him, for a misdemeanor of a scandall, The which was recommended by ye Councell for a mitigacon, as seeming to them to bee an unusuall (if not an Arbitrary) [334] Proceeding, but no notice taken thereof; Upon Consideracon had of ye Case (althogh the Fact is not allowed) it is Ordered That ye said Wm. Loveridge be forthwith releast out of Prison, hee giveing sufficient security, to be of ye good Behaviour, & to answer the fact he stands accused of, before his honr. ye Govr. in meantime, No fine to be Levyed, or further Prosecucon of this matter against him.

By order of the Councell

Matthias Nicolls, Secr.[1]

[335] At a Councell held in New York May 23th. 1678

The Case of Wm. Teller of Albanie, concerning the Schooting of Indian Squaw of Catskill, out of a gunn, whereof shee immediatly dyed, being transmitted hither, by the Court of Commissaries, who haveing made due Inquisition into ye matter & manner

[1] The Dutch text follows in the record.

thereof, by Examinacon of all Persones, both Christians & Indians, who could give any testimonie therein, & alsoo by ye verdict of twelve good men upon there oathes, as a Coroners Inquest, who did acquitt the said W^m^. Teller of ye Fact, to bee other then a meer Accident, The Court adjudgeing it Likewayse to be but Chance Medley, However have Confined the s^d^. Teller in his house untill a Returne from hence, The Councill upon due Consideracon doe Concurre w^t^ ye Judgment of ye Court at Albanie, of whose Proceedings therein they doe Approove & think it Reasoneable ye said W^m^. Teller be Releast of his Confinement, But that he pay all Charges occasioned by there Unhappy Accident.

By order of ye Councell
Matthias Nicolls, Secr.[1]

[336] W^m^. Teller being summoned to court, and the above confirmation and approbation by the supreme council having been read to him, he is well satisfied therewith and is willing to pay all costs occasioned by the aforesaid sad accident and is, therefore, released from his confinement.

[337] Ordinary session held in Albany June 4, 1678

Gerrit van Slichtenhorst, plaintiff, against Dirk Bensingh, defendant.

The plaintiff demands of the defendant by balance of account for land sold to him at Claverak, the sum of fl.595: 10 in beavers and 5 gl. in seawan for a gallon of rum. The defendant requests a copy of the plaintiff's complaint in order to make answer thereto on the next court day. The honorable court: *fiat*, delivery of the copy.

Frans Janse Pruyn, plaintiff, against Gabriel Thomson, defendant.

The plaintiff says that the defendant sold a cow to him for 9 beavers, with the express condition that the cow this past May was to have a calf, and whereas the cow has not calved and this

[1] The Dutch text follows in the record.

is detrimental to him in the milking, etc., he requests that the defendant return to him his money with costs, or otherwise satisfy him.

The defendant denies that he made any such agreement but says that his father-in-law said that she would calve in May.

Zacharias Sickels, being sworn, declares that he was present when the purchase of the cow in question was made and that Gabriel said that she would calve in May.

Jacob Tyse, being sworn, confirms the above, but says that he does not know definitely whether the defendant said in the first or the latter part of May.

The honorable court, having taken the matter into consideration, adjudge and decide that the defendant is to satisfy the plaintiff in full for the failure of the cow to calve according to the agreement, or to return his money and to pay all the costs incurred in the matter.

[338] Jacob Sanders, attorney for Jan Bastiaense,[1] deceased, plaintiff, against W^m^. Bout, defendant.

The plaintiff produces the book of J. Bastiaense, kept in the year 1655, by Gilleyn Verplank from which it appears that the defendant by balance of account owed him fl.233 in seawan for dozens[2] and Spanish wine, etc., received. The defendant answers that he never received any dozens from Jan. Bastiaense and, as to the Spanish wine, he paid him for it. He, therefore, concludes that he does not owe anything on the said account nor to J. Bastiaense, deceased, but says that he has a judgment dated November 6, 1667, against the plaintiff for the sum of 89 gl. in beavers, and whereas the plaintiff in his capacity aforesaid is unwilling to pay the 89 gl. in beavers, he was forced to attach the said amount in the hands of the administrators of the estate of Juffrow Corlaer and requests permission to levy the same, being willing to declare under oath that he is not indebted to J. Bastiaense. The honorable court put over the case to the next court day in order that the

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[1] Jan Bastiaensen van Gutsenhoven.

[2] *dozynties;* a kind of kersey or coarse woolen cloth.

plaintiff may have time to produce evidence of the debt and write to Gilleyn Verplank, who was then bookkeeper. Meanwhile the defendant may levy the attached grain, on condition of giving bail for his appearance on the next court day in order to obtain final judgment in the case.

Pr. Pieterse van Waggelen, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant 128 boards for work done in plowing, etc.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff 128 boards within the space of 14 days, *cum expensis.*

[339] Dowe Aukus, plaintiff, against Wynant Gerritse, defendant.

The plaintiff complains that the defendant last year attached 50 of his boards which had been delivered to him by Tierk, under pretext that they were Tierk's boards, and whereas the plaintiff does not owe the defendant anything and the latter has never given notice of the attachment, but levied the boards, he requests that the defendant may be ordered to return the 50 boards to him, all *cum expensis.*

Default of the defendant.

The honorable court, considering that the defendant has not prosecuted the case, adjudge that he shall deliver 50 good merchantable boards to the plaintiff within the space of 14 days, *cum expensis.*

Nanning Harmanse, plaintiff, against Jan Andriese Dowe, defendant.

The plaintiff demands of the defendant 4 beavers for 12 days' wages earned in the harvest.

Default of the defendant.

The honorable court condemn the defendant to pay the said 4 beavers to the plaintiff within the space of 14 days, *cum expensis.*

Phillip Wendell, plaintiff, against Jan Andriese Dowe, defendant.

The plaintiff demands of the defendant 2 beavers for 7 days' wages earned in the harvest.

Default of the defendant.

The honorable court condemn the defendant to pay the said 7 days' wages, being 2 beavers, to the plaintiff within the space of 14 days, *cum expensis.*

Jan van Loon, plaintiff, against Goose van Noort, defendant.

The plaintiff demands of the defendant fl.10 in beavers for work delivered to him.

[340] Default of the defendant.

The honorable court condemn the defendant to pay the 10 gl. in beavers within the space of 14 days, *cum expensis.*

Jan Andriese, cooper, plaintiff, against Gerrit Teunise, defendant.

The plaintiff demands of the defendant 6 beavers for 30 meal casks delivered to him, with costs. The plaintiff acknowledges the debt and is willing to pay the costs according to the decision of the court. The honorable court condemn the defendant to pay the said beavers to the plaintiff within the space of 8 days and to agree with each other as to the costs, whereupon the defendant is to pay the plaintiff the said costs according to the agreement within the time aforesaid.

Johannes Provoost, sheriff, plaintiff, against Ludovicus Cobes, sheriff, at Shaenhechtady, defendant.

The plaintiff complains that the defendant settled a criminal case at Shennechtady without any communication or notification here, which he had no power nor privilege to do, alleging that this place is thereby curtailed in and deprived of its privileges.

The defendant says that he has not done anything without communicating with the court there and requests that the case may be adjourned to the next court day in order to answer in writing, when he will produce instructions in justification of what he has done.

The honorable court adjourn the case until the next court day when the defendant is to justify himself.

[341] Extraordinary session held in Albany, June 17, 1678

Present:

Capt. Salsbury, commander
Capt. Phill. Schuyler
Mr Rich. Pretty
Mr A. Teller
Mr D. Wessells

The commander, Capt. Silvester Salisbury, sets forth the necessity of conducting the spring (*'t Fonteyn*) into the fort in case there should be occasion for it and says he is willing to procure all the materials except 18 one-fathom pine logs, 30 feet in length, and 8 oaken posts, 16 feet in length and 7 inches square, which he urges their honors to have hauled by inhabitants of the colony, etc.

The honorable court, having taken the matter into consideration, recommend the matter to Director Dom. Renselaer, to have 14 of the pine logs and the 8 oaken posts hauled by the inhabitants of the colony; the remaining 4 logs Cloet and the other farmers at Canastagioene are ordered to haul. An order was issued to the constables to have the locks and keys of the city gates repaired immediately by the smiths.

Ordinary session held in Albany, July 2, 1678, *Die Martis*

Present:

Capt. Phil. Schuyler
Mr Rich. Pretty
Mr A. Teller
Mr Dirk Wessells
Mr Marte Gerritse
Mr P[r]. Winne
Johannes Provoost, sheriff

Johannes Provoost, sheriff, plaintiff, against Ludovicus Cobes, schout at Shinnechtady, defendant.

Case according to preceding minutes. The plaintiff again says that the defendant determined a criminal case at Shinnechtady

involving more than 40 gl. in beavers, which he has no power to do, thus curtailing the privileges of this city.

[342] The defendant answers that he has not done so without the knowledge of the court there; also that one was guilty on two counts and the other on four counts. He alleges that he is continually troubled with much business of this place, such as serving warrants, etc. He therefore requests that the court may be pleased to let him have the fines, or else, to refer the matter to the decision of his honor and to vacate the attachment placed on the money.

It is ordered that the defendant will have to govern himself according to the instructions of his honor. Meanwhile, the money is to remain attached until the arrival of the governor general, to whom the entire matter is referred.

Jan Bronk, plaintiff, against Jurian Teunise, defendant.

The plaintiff says that last year he delivered a cow to the defendant for 7 beavers and that now he is unwilling to pay him that much.

The defendant denies that he bought the cow for more than 6 beavers; also, that the cow is not as good as the plaintiff made him believe she was.

The plaintiff replies that he is willing to take the oath that the defendant accepted the cow for 7 beavers.

The honorable court condemn the defendant to pay the 7 beavers to the plaintiff within the space of 14 days, *cum expensis.*

Mr Gerrit van Slichtenhorst, plaintiff, against Dirk Bensingh, defendant.

Case according to preceding minutes. The plaintiff persists in his former demand of fl.595:10 in beavers and 5 gl. in seawan for land sold at Claverak.

The defendant answers in writing that the plaintiff has not delivered the 24 morgens of land in one piece, as promised. He therefore requests that he may be ordered to do so, or else, to make a proper reduction in the price according to the award of honest and impartial men.

[343] The plaintiff, in reply, refers entirely to the contract of

sale and says further that he offered the defendant, when the land was shown to him, that if he was not satisfied with it, he would release him from the bargain and pay his expenses, to which the defendant answered that he had not bought the land for that purpose. This is also attested by Frederik Claese, *alias* Drent.[1]

The honorable court, having taken the matter into consideration, adjudge and decide that the parties are to regulate themselves strictly according to the contract of sale and whereas it is specified in the said contract that he was to deliver the land as it had been conveyed to him by the lord patroon and this was done at once, the defendant has no further claim. He is therefore condemned to pay the aforesaid sum of fl.595:10 in beavers and 5 gl. in seawan, *cum expensis*.

Anthº. Lespinard, plaintiff, against Jan Janse Ouderkerk, defendant.

The plaintiff complains that he is suffering great damage through the defendant's unwillingness to place a gutter on the east side of his house and therefore requests that he may be constrained thereto by judicial means.

The defendant says that he has always been willing to place the gutter, but has no time now. Also, that it is his own house and that he can do so when convenient.

It is ordered that at the first opportunity the defendant must hang his gutter on the east side of his house; also that the plaintiff must do likewise to his new house, in order to prevent all complaints. The defendant is to pay the costs.

Mr Jan Becker, appearing in court, requests that Anna Schaets may be ordered to declare that in the account books in his custody she finds nothing else charged to the said Becker and is also well aware that he owes no more than is mentioned in the two previous accounts, to wit, one of fl.132:17 and the other of fl.25:5 in seawan. All of which she is willing to do.

The matter having been taken into consideration, it is resolved

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[1] A nickname, indicating that he came from the province of Drente, in the Netherlands.

that if Mr Jan Becker has any claim against Anna Shaets' husband, Thom. Kikebull, he must sue him where he resides, or elsewhere.

[344] Sergeant Patrik Dowdell, plaintiff, against W^m^. Parker, defendant.

The plaintiff demands of the defendant seven schepels of wheat for a baldric which he sold for him at the Esopus.

The defendant denies that he owes the plaintiff anything, but says that he took a baldric for him to the Esopus and delivered it to Joris Hall, deceased, who sold it to John Waerdt.

The plaintiff produces letters from Jan Weerdt showing that the defendant sold the baldric to him and that he was for the greater part paid therefor. He also undertakes to prove that the defendant promised to pay him here, upon his return from the Esopus.

John Carter, being sworn, says that he heard W^m^. Parker speaking to Sergeant Doudell about the baldric when he came from the Esopus, namely, that John Weert had it and promised to pay Sergeant Doudell 7 schepels of wheat for it as soon as Ger^t^. Teunise arrived from New England.

The honorable court having taken the matter into consideration and duly noted everything, condemn the defendant to pay the plaintiff the 7 schepels of wheat demanded according to his promise within the space of 14 days, with expenses, reserving his claim against John Weerd.

Robert Livingston, plaintiff, against Gerrit Teunise, defendant.

The plaintiff, as attorney for Capt. Matthias Nicolls, secretary at New York, demands of the defendant one beaver for his commission as lieutenant of the company of the colony, granted by the governor general in 1675, having several times dunned him for it but never been able to get anything from him.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the beaver demanded by Capt. Niccols, lawfully due to him for the commission, within the space of 14 days, *cum expensis.*

[345] Jan van Loon, plaintiff, against R. Livingston, defendant.

The plaintiff demands of the defendant fl.61:10 in seawan, by balance of a larger sum.

The defendant says that whereas the plaintiff had bought some iron from Luycas and Jan Joosten for which he was not in a position to pay, the plaintiff asked the defendant to loan him some money, offering as security a bond from the Constapel[1] in the sum of fl.261:10 in seawan, for which the parties agreed that the defendant was to pay Luycas 8 beavers.

The case put over to the next court day.

Johannes Provoost, sheriff, plaintiff, against Jan Jacobse Gardinier, defendant.

The plaintiff says that the defendant beat an Indian by the name of Speck so severely with a stick that he almost died, which is a matter of serious consequense, especially at this juncture of time. He requests that the defendant be ordered to compensate the Indian and pay the surgeon's fees and that in addition he be condemned to pay a fine of 250 gl. in seawan, *cum expensis*.

The defendant says that the Indian against his will and consent tried to take his canoe from the shore and because he prevented him from doing so the Indian took a stone in each hand, intending to throw them at him, whereupon the defendant took a small stick and struck him between the neck and the shoulders, but did not hit his ribs.

The plaintiff in reply says that the blows were heard on the other side of the river; also, that he has cited P^r^. van Waggelen and his wife as witnesses in the case, but that they have failed to appear.

The case is adjourned until the next court day and the witnesses are subpoenaed to testify as to what occurred.

[346] Idem, plaintiff, against Jan Hendrix, defendant.

The plaintiff says that the defendant threw a large block at

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[1] Perhaps referring to Andries Herbertsen, *alias* Constapel, who died in 1662.

a Mahican Indian and so severly wounded him in his head that he almost died, from which much mischief may result. He, therefore, requests that the defendant may be condemned to pay a fine of 250 gl. in seawan for this offense and also to pay the surgeon's fees and costs.

The defendant says that he did so innocently and accidentally and refers to the testimony of Marte Gerritse and P^r^. Winne, commissaries, who were present.

P^r^. Winne says that he was present when the block struck the Indian as he stood near him and that it might have hit him or Marte Gerritse as well as the Indian.

Marte Gerritse confirms the above.

The honorable court nonsuit the plaintiff as to the fine, as it was an accident, but on account of his carelessness condemn him to pay the surgeon's fees and to compensate the sheriff and the secretary for their trouble and expenses.

James Penniman, appearing in court, takes the oath that he paid Sergeant Thom. Sherp 3 beavers for the excise on some rum by order of Mr Pretty, and is released from the claim against him.[1]

Whereas there are Severall Persones, who doe come up from New York hither, and dryve a great tread w^t^ ye Indians, to ye great dammage & Prejudice of ye Burgers of this toun, & them that are free, Contrarie to severall statutes & former orders made thereabouts, Especially that Priviledge graunted to this toun by the Right Hon^d^. Major Edmond Andross gov: gen^l^. dated ye 28 June 1676; So it is y^t^ the Court for ye Resones aforesaid doe expressly forbidd to all Persones whatsover, the Traeding w^t^ Indians in this Toun, Directly or indirectly, except they be burgers, & doe keep fire & Candle, watch & ward here the whole year throw, which all Persones may and are to take notice at ther Perrils too default. Alb. 2 July 1678.

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[1] Here follows the Dutch text of an order, dated July 2, 1678, of which the English text, printed below, is recorded on p. 347.

[347] Extraordinary session held in Albany, July 6, 1678

Present:

Capt. Ph. Schuyler
Rich. Pretty
A. Teller
D. Wessells

There was presented a certain petition of Jan Heyndrix Bruyn, showing that the sheriff has forbidden him to trade with the Indians in accordance with the ordinance. He alleges that for twenty years he has been a burgher here and has helped to bear the civic charges, owns real and personal property here, daily pays the taxes and other charges and, therefore, maintains that he still ought to have the privileges of a burgher in all respects.

The honorable court, having taken the matter into consideration, refer him entirely to the ordinance issued on the 2d of this month. They, therefore, forbid Monsr. Bruyn aforesaid, who has been a burgher here, to do any trading here with the Indians either directly or indirectly, because he has not kept fire and light here during the entire year. They likewise forbid him to trade by the small measure with the Christians unless he comes to an agreement with our secretary, to whom we have given instructions regarding the matter.

[348] At the request of Capt. Silves. Salisbury, commander, you are ordered to notify the burghers of this city that the companies at half strength are to present themselves with shovel and spade at the new fort on the hill, to dig there what shall be pointed out to them in order that the spring (*het fonteyn*) may be conducted into the new fort aforesaid. The carpenters and wheelrights are to be exempt from this duty as they prepare the timber for that purpose. The first half-company is to appear tomorrow morning, being the 9th of July, at the ringing of the bell, and so on every day as many as are needed. *Actum* in Albany, July 8, 1678.

By order of the court
Rot. Livingston, Secretary

To Majr. Abraham Staes
and the other officers of the militia
and all whom it may concern.

Extraordinary session held in Albany, July 9, 1678

Present:

Capt. Schuyler
Rich. Pretty
A. Teller
D. Wessels
Marte Gerritse
Pr. Winne

Jan Heyndrik Bruyns presents to their honors a certain writing, complaining about the document dated the 6th of this month, sent to his house, whereby he is forbidden to trade with the Indians according to the ordinance and also to trade with the Christians by the small measure, unless he comes to an agreement, saying that he is willing to observe the contents of the aforesaid ordinance, namely, hereafter to keep fire and light during the entire year, etc., if they will grant him permission to trade with the Christians and Indians like any other burgher. He says further that last Saturday he asked some of the commissaries that the matter might be reconsidered, to which they gave for answer that nothing else could be done in the matter than had already been done. He thereupon asked permission to appeal, which was refused. He protests against this, [holding their honors responsible] for all expense and damage which he has already suffered or may hereafter suffer, and appeals to the higher court.

The honorable court having taken into consideration the document presented by Jan Heynd. Bruyns, refer him to their opinion delivered [349] regarding this matter, dated the 6th of this month, according to which he is ordered to regulate himself strictly. As to his protest, it is resolved that he is to furnish sufficient security at the secretary's office in the sum of £200 sterling for his appearance before his honor [the governor] and council and for his good conduct in the meantime.

N. B. Capt. Shuyler, R. Pretty, A. Teller, D. Wessells, Pr. Winne vote in favor of this and Marte Gerritse is of opinion that he should pay a certain sum of money for his neglect to keep fire and light, etc., last winter, and that meanwhile he should be allowed liberty to trade until the arrival of his honor, who will decide everything.

Albany, July 25, 1678

Whereas Bastiaen de Winter recently died and by his last will and testament[1] left his property consisting of grain, etc., to the poor of this city, which must now necessarily be accepted; therefore, we hereby give full power, command and authority to the deacons of this city, viz: Monsr. Jan Bleycker and Monsr. Jacob Staes, to receive and administer the estate according to their wise and prudent judgment, as the occasion may require, and to render an account to us on the next court day, being the 6th of August next ensuing, of what has been done in the matter, when complete letters of administration in accordance with the will will be issued to them. *Actum* in Albany, *datum ut supra.*
Recorded this day, *datum ut supra.*

By order of the court
Rt. Livingston, Secretary

Capt. Jan Cloet requests that the following may be recorded:

Whereas I understood that some suits were pending in the honorable court regarding land situated at Catskill which Capt. Salisbury and Martin Gerritse had bought from the Catskill Indians and that a conveyance was made at the time of payment, notwithstanding I had a special bond and mortgage on one-half of the aforesaid land, I requested in an amicable way permission to attach the aforesaid payment according to the tenor of the special bond, which was rejected, [350] and I likewise requested that the matter might be delayed until the arrival of his honor the governor general or the Indian, named Shermerhooren, who mort-

[1] A translation of the will, dated July 24, 1678, is in *Early Records of Albany*, 3:452–53. He died immediately after the reading of the will.

gaged the land, which was also refused me. Therefore, I request that a record be made hereof.

Sic subscribitur
Jan Clute

Recorded July 8, 1678
R. L.

Ordinary session held in Albany, August 6, 1678

Present:

Capt. Phil. Schuyler
Rich. Pretty
A. Teller
D. Wessells
J. Thomase
Marte Gerritse
Pr. Winne
Joh. Provoost, Sheriff

Jochim Wessells, plaintiff, against Jan Jacobse van Noorstrant, defendant.

The plaintiff says that the defendant last fall engaged a man to cut wood with him on Moesman's island of which one-half was to belong to Jochim, the baker, for which board was provided for the defendant and the man on condition that he would take the plaintiff's wood to Albany, which the defendant refuses to do, notwithstanding he received 3 schepels of maize and fl. 6:5 in seawan on account. He, therefore, requests that the defendant may be constrained to carry out his contract.

Default of the defendant.

The honorable court order the defendant to carry out the contract made with the plaintiff regarding the hauling of the wood within the space of six weeks, without delay, *cum expensis.*

Rot. Livingston, plaintiff, against Lieut. Jan van Eps, defendant.

The plaintiff, as attorney for Capt. Matthias Nicols, secretary at New York, demands of the defendant one beaver for his commission as lieutenant granted to him, which all of the commis-

sioned officers have paid and which he has now failed to pay for three years.

[351] The defendant sends a letter from Shinnechtady by Lowys Cobes, wherein he seems to excuse himself for his non-appearance on account of it being the busiest time of the harvest and the great loss suffered by him last winter by fire. Also, that the commission was not written by the secretary, but by his honor's clerk, alleging further that the office is not so profitable as to warrant his spending so much money for it, he having a house full of children, etc.

The honorable court order the defendant to pay the plaintiff the beaver demanded by Capt. Nicols, with costs, before the next court day, or otherwise to produce a better excuse, to the satisfaction of their honors.

John Harris, plaintiff, against Harme Janse Neusie,[1] defendant.

The plaintiff demands of the defendant 30 gl. in seawan for goods received by him, to wit, a pair of chamois skin stockings and gloves.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the 30 gl. in seawan demanded within 14 days, *cum expensis.*

Gerrit Herttenberch, plaintiff, against Hendrik Cuyler, defendant.

The plaintiff (according to his declaration in Declaration Book No. A, folios 1 and 2) remonstrates that the defendant and his wife seek to injure him and his wife in their reputation and business (aside from the usual practice), notwithstanding the amicable agreement made and concluded after various disputes, of which evidence can still be produced, and this without their ever having given any reason or occasion thereto, as appeared last 15th of July, when he brought into his house a keg of rum of a certain Indian which had been bought at the plaintiff's, in such a way that the Indian was much displeased and asked the plaintiff

[1] Harmen Jansen, *alias* Little Nose.

where the shout lived, as the defendant had taken the keg away from him. He further alleges that they made a great and rude disturbance, calling to him and his wife "*Malle Jaep! malle hont!* Is it all right now? Has he got [352] the keg back yet?" etc., without the plaintiff having given any reason thereto. Lately, when the plaintiff was at the house of Mynd^{t}. Harmanse, he said that he and his wife had had a beaker made of their mother's silverware. The plaintiff therefore requests that their honors may be pleased to use the most suitable means that may be employed to restore peace and harmony and to ask them expressly what they have to say against them, as it is impossible for them to live this way any longer, and he requests that his witnesses may be heard and sworn, as was done, as shown by Attestation Book A, folios 6, 7, 8.

The defendant requests copies of all the documents in order to make answer thereto on the next court day.

The honorable court, having vainly endeavored to pacify and reconcile the parties, grant the defendant's request that copies of the documents be delivered to him, and if the parties meanwhile do not come to an agreement, they are ordered each to give security in the sum of £300 sterling for their good behavior during the proceedings.

Mr Gerrit van Slichtenhorst, plaintiff, against Paulus Martense, defendant.

The plaintiff demands of the defendant 20 gl., 13 st. in beavers for deer meat and duffel which the defendant received more than 6 years ago.

The defendant admits that he received such goods from the plaintiff, but upon this special condition that he could work it off and need not pay out any money for them.

The plaintiff in reply says that he never made any such agreement, but if he needs to have any work done, he will let him do it.

It is ordered by the court that the oath be deferred to the plaintiff that no such express stipulation to pay by means of work was ever made, in which case the defendant shall be held to pay him the fl.20:13 in beavers within 14 days, *cum expensis*.

[353] Johannes Provoost, plaintiff, against Jan van Loon, defendant.

The plaintiff, as attorney for Jochim Lambertse, deputy of of Kinderhoek, demands of the defendant 2 beavers for his trouble in pursuing and bringing back the defendant's servant, who ran away from him.

The defendant maintains that he owes nothing for this as the boy was apprenticed to him and he had Capt. Salisbury's warrant to arrest him.

The honorable court, having taken the matter into consideration, condemn the defendant to pay to Jochim Lambertse or his order the sum of 2 beavers demanded within the space of 14 days, *cum expensis.*

Johannes de Wandelaer, plaintiff, against Ludovicus Cobes, defendant.

The plaintiff demands of the defendant fl.50:10 in seawan for money and goods advanced to him.

The defendant acknowledges the debt, but says that he has a counter claim of fl.56 in seawan for services rendered in the litigation with Gerrit Schayck.

The plaintiff says that the account was examined by their honors and that he was allowed only fl.16 in seawan, [in proof of which] he produces the account.

The honorable court order the defendant to pay the plaintiff the sum of fl.50:10 in seawan demanded, less the fl.16 in seawan, within the space of 14 days, *cum expensis.*

Frederick Claese, plaintiff, against Cornelis Teunise, defendant.

The plaintiff demands of the defendant fl.62:10 in seawan, being the remainder due on a horse sold to him.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of fl.62:10 in seawan demanded within the space of 14 days, *cum expensis.*

Jan van Loon, plaintiff, against Ro^{t}. Livingston, defendant.

[354] The plaintiff persists in his previous demand of fl.61:10.

Albert Rykman declares at the request of Jan van Loon that Jan van Loon and the secretary were talking about the Constapel's money. He says that the secretary asked: "What will you give?" Jan van Loon said: "A pair of tongs, or an ashes shovel, or a halter chain." To which the secretary said: "No, I want to have 60 gl. or thereabout."

To end all disputes, Secretary Livingston affirmed under oath that on account of Jan van Loon he paid to Luycas and Jan Joosten 8 beavers for the bond of fl.261:10 which he himself assigned to the Constapel.

The honorable court nonsuit the plaintiff and condemn him to pay the costs of this suit.

Johannes Provoost, sheriff, against Adam Vroman, defendant.

The plaintiff complains that the defendant, because he would not give him permission to take an anker of rum to Shaenhechtady without a special order from the commissaries, has grossly abused and threatened him, according to the Declaration Book, No. 1, fol. [ ], as follows: "The devil take you. If I had a permit and you tried to take it, by God, how I would hurt you." The plaintiff therefore complains to your honors, requesting that the defendant may be ordered to give a bond for his good comportment and in the second place that he may be condemned to pay a fine of 500 gl. as an example to others, all *cum expensis.*

Lowys Cobes, appearing in court, says that the defendant is now in the busiest part of his harvest and requests that he may be excused this time and that he may have copies of the documents in order to make answer thereto on the next court day.

The honorable court: *fiat*, delivery of the copies.

Idem, plaintiff, against Hend. Cuyler, defendant.

The plaintiff says according to his declaration in the Declaration Book, No. A, fol. 3 and 4, that the defendant, in violation of their honors' order and placard, has not hesitated to follow an Indian from his house to the door of Lawrense van Ale and to accost him with promises and threats, yes, against his will and consent to take away from him the aforesaid keg on the crowded street and to take it to his house, according to the affidavits thereof

[355] in the Attestation Book A, folio 9. He, therefore, demands that the defendant be condemned to pay a fine of 300 gl. in seawan according to the ordinance and in addition a fine of fl.50, because he has usurped the office of the plaintiff and constituted himself his own judge, all *cum expensis*.

The defendant answers, as may be seen at large, on folios 4, and 5 of the Declaration Book, No. A, that he demanded the keg from the Indian at the time he brought him his kettle. He willingly handed over the keg without making any trouble, but afterwards was stirred up by the others, etc. Therefore, he claims that he is not liable to pay the fine.

It is resolved that if the defendant does not compound for the offense with the sheriff before the next court day, copies of the documents will be delivered to him to make answer thereto on the next court day.

Idem, plaintiff, against Joannes Rooseboom, defendant.

The plaintiff demands a fine of 300 gl. in seawan because the defendant on the 19th of July last stepped ouside his door and called to an Indian and his squaw who passed in the middle of the street, and this very urgently, for which he was fined.

The defendant says that an Indian had laid aside a large kettle and went to get beavers for it and that in passing he called to him whether he wanted to have the kettle.

The honorable court condemn the defendant to pay the plaintiff a fine of 25 gl. in seawan, *cum expensis*.

Idem, plaintiff, against Temperance Loveridge, defendant.

The plaintiff says that the defendant on the 21st of July stood at the city gate, as it seems, in order to watch the escape (*vlucht*) of the Indians with the beavers, of which the plaintiff took notice, for when an Indian and a squaw with beavers came out of the little [Indian] houses she left the gate to meet them and put her arm around the squaw and spoke to her and brought her into the city gate, whereupon they entered the defendant's house, for which she was fined 300 gl. in seawan.

[356] The defendant requests a copy of the plaintiff's complaint in order to make answer thereto on the next court day.

The honorable court: *fiat copia*

Idem, plaintiff, against Catryn, the wife of Mews; Anna Ketelheyn; Anna, the wife of Lambert van Valkenburg; Marritie, the wife of Zacharias, and Claes Ripse, defendants.

The plaintiff says that the defendants incessantly, contrary to the ordinance, venture again and again either to go themselves or to send their children to the Indian houses on the hill and to trade there with the Indians, as the plaintiff himself has observed. Although he has fined them for it, the defendants have taken little notice of it. Therefore, as the plaintiff has found the defendants or their children innumerable times in the aforesaid houses, he can not be content with a single fine, but demands that the defendants be condemned to pay each at least a double fine according to the ordinance. The defendants are all in default, except the wife of Mews, who claims that she is not guilty.

The honorable court condemn the defendants to pay each a fine of 25 gl. in seawan to the sheriff according to the ordinance, within the space of 14 days, *cum expensis.*

Whereas the sheriff, Johannes Provoost, on the wagon of Ryer Shermerhooren, found 5 beavers which came from Shaenhechtady, he seized them because their being there was contrary to the ordinance. They belonged to the wife of P^r^. Sogemackelyk and Lowys Cobes offers to confirm by oath that the aforesaid 5 beavers were with his knowledge and consent sent from Shaenhechtady by Keeman.

The honorable court declare that the 5 beavers which were seized by the sheriff were liable to confiscation for the benefit of the sheriff, the transportation being in direct violation of the ordinance.

[357] The account delivered by Storm[1] for expenses incurred at the funeral of Hend. Willemse, deceased, and his wife, is preferred and approved, amounting to fl.248:7:8, in seawan.

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[1] Storm van der Zee.

Corn., the carter, is again granted permission to drive, having been suspended for some time because he refused to cart away the sheriff's dead cow.

The deacons of this city, appearing in court, produce the last will and testament of Bastiaen d'Winter whereby he leaves his estate and property to the deacons of this city. Owing to his sudden death the said will is not signed by him but only certified to by the two deacons, Monsr. Jan Janse Bleeker and Monsr. Jacob Staes, as being his last will and testament and Dr Corn. van Dyk certifies according to Attestation Book A, folio 10, that Bastiaen d'Winter the day before he died asked him to call the deacons and the notary to write his will, intending to leave his property to the poor of the Reformed Church here.

The honorable court, having examined the will, approve it and order a warrant to be issued meanwhile to the deacons to take possession of the estate and to dispose thereof and as soon as the honorable governor arrives to request of him letters of administration.[1]

Whereas yesterday a certain suit was brought against Hend. Cuyler by Gerrit Hardenburgh for various causes, as shown by the minutes, which parties were urged by their honors to reconsider the matter, the said parties at last have referred the matter entirely to two referees, to wit: Dr Corn. van Dyk and Monsr. Gert. van Slichtenhorst. Therefore, Gert. Hardenberg and Hend. Cuyler, aforesaid, (saving their mutual respect) are reunited and reconciled, as regards all questions of whatever [360] nature they may be, so that everything is consumed in the fire of love. All this took place in the court room of Albany on August 7th, 1678, in the presence of 3 commissaries, to wit, Mr R.

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[1]Here follows in the record the Dutch text of the will of Bastiaen de Winter, for a translation of which see *Early Records of Albany*, 3:452–53. At the end, on p. 359 of the record, is written: "After collation with the original (in my custody) this is found to agree. In New Albany, the 25th of July 1678. Quod Attestor, Adriaen van Ilpendam, N. Pub. Recorded: August 6, 1678."

Pretty, Mr Dirk Wessells and Mr A. Teller. It is agreed by the referees that Hend. Cuyler shall bear two-thirds of the costs and Gert. Hardenberg, one-third.

Extraordinary session held at Albany, August 13, 1678

Present:

P. Schuyler
R. Pretty
A. Teller
D. Wessells
M. Gerritse
Pr. Winne
Joh. Pr[ov]oost, Sheriff

After deliberation it is resolved that at the first opportunity, two members of the honorable court and the secretary shall go to New York to congratulate the honorable governor general (now arrived from England), upon his taking charge of the Government, and to inform his honor of all transactions which have taken place here since his departure. Mr Dirk Wessels and Mr Marte Gerritse, together with our secretary, are chosen for this purpose and the following letters credential are handed to them:

Whereas His honr. ye Govr. Genl. is now (thanks be to God) safe arrived at N: York from England, & ye acquainting his Honr. wt. all affares here, being verry Requisite, we have therefore thought good & Convenient to Depute & Commissionat Mr. Dirk Wessells & Mr. Marte Gerritse Commissaries wt Robert Livingston our Secretary as Commissioners to Inform his honr. of all Transactions Past here Since his Departure, & Likewayse acquaint him wt ye [361] Present state of Affares here now, & Likeways to desire & Request of his Honr. ye Renovacon & Increasing of all our Priviledges, and according to ye Circumstance & quality of ye Case, what ever our Commissioners (whose Prudent Mannagement of Affares we doubt not) shall doe act & Dispatch, the same shall be allowed, Approven & by us declared for firm & sure, desireing that these our Letters may be firmly and

stedfastly beleeved by all whom these may Concern. Given under our hand & seale In our Court House of Albany this 14th day of August, 1678.

Sic subscribitur
Phillip Schuyler
Richd. Pretty

N. B. on the 14th of August Secretary, R. Livingston went to New York with the deputies and Mr Joh. Provoost, sheriff, served in his place as secretary.

Translation of an extract from the letter of the governor general and council dated August 16, 1678.

Upon the representation of the desolate condition of certain persons, belonging to and subjects of this government, who were taken by the Turks in Mr Leyssenaar's smack with himself and who are in slavery at Algiers, it is ordered and recommended to the church officers that a collection be held for the aforesaid persons. And the ministers are requested to recommend to the congregation that a collection of voluntary gifts be held, which are to be turned over to persons appointed thereto in this government for the deliverance of these prisoners.

[362] Ordinary session held at Albany, Sept. 3, 1678

Presentibus omnibus
demto Mr Andrs. Teller

Wynant Gerritse, plaintiff, against Dowen Aukus, defendant.

The plaintiff says that owing to his neglect to appear in court, judgment was given against him to pay 50 boards to the defendant.

The defendant says that the boards which the plaintiff delivered were his and that he, the defendant, had already received them.

The honorable court order the plaintiff to satisfy the judgment which was pronounced and, if he has any further claim, to bring suit on the next court day.

James Penniman, plaintiff, against Wm. Parker, defendant.

The plaintiff says that the defendant became surety for Gerrit Teunise to pay the sum of fl.55 in seawan by balance of account for a hat.

The defendant acknowledges that he became surety.

The honorable court find that the defendant not only acknowledges that he became surety, but also that he charged the amount to Gerrit Teunise in his account. They, therefore, condemn the defendant to pay the plaintiff the aforesaid sum of fl.55 in seawan, *cum expensis.*

Wm. Parker, plaintiff, against Gerrit Teunise.

The plaintiff demands of the defendant the sum of fl.325 in seawan according to the account which he produces, against which he has credited the defendant with fl.202 in seawan.

The defendant says that he did not owe the plaintiff anything at the time that the parties settled accounts with each other, but is willing to pay the balance which he may be found to owe.

The honorable court order the parties to settle accounts with each other in the presence of the constables and whatever the defendant may be found to owe he is hereby condemned to pay. As to the costs, decision is reserved until it is found how matters stand.

[363] Jacob Sanderse, attorney for Mr Volkwyn Momma,[1] plaintiff, against Jacob Jansen Gardinier, defendant.

The plaintiff demands of the defendant payment of a bill of exchange in the sum of fl.139 Holland money, payable by one Hendrik Jansen Gardinier, the defendant's brother, and whereas the said bill of exchange was returned protested he claims not only the principal but in addition all loss and damage suffered thereby.

The defendant asks the plaintiff why they did not protest the first bill of exchange and why the bill of exchange was not sent to him sooner, as it is now at least six or seven years ago that it was drawn.

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[1] A merchant at Amsterdam and a relative of Maria Momma, the widow of Wouter van Twiller.

The plaintiff replies that it could not be done so promptly owing to the inconvenience of communication. Secondly, Mr Momma writes that the defendant's brother said that he did not owe him anything.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff the 139 gl. Holland money, *cum expensis*. As to the interest, the defendant is released therefrom because it occurred so long ago without his receiving any notice.

Jan Gaw, plaintiff, against Tierk Harmense, defendant.

The plaintiff says that the defendant, without his knowledge or consent, took his horse and raced with it.

The defendant denies it.

The honorable court order the plaintiff to have his witnesses, which he says he has, cited to appear on the next court day.

Harme Janse, [farmer] on Turkie,[1] plaintiff, against Annetie Lievens, defendant.

The plaintiff demands of the defendant compensation for loss which this harvest he suffered in his grain through the defendant's cattle, notwithstanding his land was fenced in, and this for three years past.

The defendant holds to the order which the honorable general granted last fall.

[364] The honorable court adjourn the case of the parties, as to who is to fence in his land, until there is an opportunity to speak to his honor about it, either when the Court of Assize is in session, or sooner.

Jan Conell, attorney for Barent Pieterse, plaintiff, against Hester Teunise, or "Doove Hester" (deaf Hester), defendant.

The plaintiff demands of the defendant payment of the sum of fl.200 in seawan.

The defendant says that it is an old debt and that she has no money of her own to pay and that, since marriage articles were made between her and her husband, she is, according to the tenor thereof, not obliged to pay either. She also says that she

[1] Turkeyen, a farm near the mouth of the Mohawk.

has heretofore been excused on account of her desolate condition during the war with the Indians in the Esopus, by whom she was kept a prisoner.[1]

The honorable court, having heard the parties, refer to the previous judgments, of April 21, 1670, and May 23, 1672, and, prior to these, of January 6, 1668, but if the plaintiff can discover that the defendant has some property aside from that of her husband's, according to the marriage articles, the defendant is condemned to pay the plaintiff the sum of fl.200 demanded, *cum expensis.*

Johannes Provoost, in his capacity of officer, plaintiff, against Evert Cornelise, defendant.

The plaintiff produces a written complaint and states that the defendant shot the horse of Jacob Jansen Flodder with a shotgun. He demands that the defendant be condemned to make good the loss suffered by the complainant and in addition be made to pay a fine of fl.100, *cum expensis.*

The defendant denies that he did it.

The honorable court order Jacob Jansen Flodder, who is present in court, to produce his evidence on the next court day.

Idem, plaintiff, against Gerrit Teunise, defendant.

The plaintiff presents to the court a written bill of complaint showing that when W^m^. Parker, court messenger, came to the defendant's house *ex officio*, with two warrants, to summon him, the defendant presumed to lay hands on him, [365] to beat him and to pull his hair, which is a criminal offense committed against the public authorities. He therefore demands that the defendant according to all laws and statutes be subjected to corporal punishment, or otherwise, at the discretion of the court, be ordered to pay a fine of one thousand guilders, *cum expensis.*

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[1] Hester Douwes was taken prisoner by the Indians at Wiltwyck on June 7, 1663. See *Doc. rel. to Col. Hist. N. Y.*, 13:246. She afterwards married Theunis Dircksen, who is the husband referred to in the text. See *Minutes of the Court of Albany, etc.*, 1668–73, 1:141–42, 302, 317.

The defendant answers and acknowledges that Wm. Parker came to his house with two warrants to summon him, whereupon the defendant said: "Why do you summon me, you rascal? Bring your account and I will pay you." To which Parker replied: "He who says that is a rascal." Whereupon, the defendant admits, he beat him.

Elizabeth Jacobse declares that Gerrit Teunise last Saturday, being the 31st of August, beat the person of Wm. Parker before his, Gerrit's, door and pulled him by the hair and that she separated them and held Gerrit Teunise until Parker was in the canoe. She also declares that Wm. Parker said to Gerrit: "Don't strike me. I am an old man. I can not defend myself." Furthermore, as Gerrit tried to pick up a stick, she, the deponent, gave Gerrit a push, so that he fell over it.

Gerrit Lubbertse says that he was not present at the assault, but that he came out of the barn and saw Parker enter the canoe and Lysbet holding on to Gerrit.

The honorable court, having heard the parties, find, not only from the testimony of Elisabeth Jacobse and Gert. Lubbertse, but from the defendant's own confession, that he is guilty of such an assault. They therefore condemn him to pay a fine of fl.200 to the officer, *cum expensis;* and whereas mercy is shown to him in this case, he is hereby warned to guard himself against committing similar offenses, on pain of falling into greater disgrace.

Idem, plaintiff, against Temperance Loveridge, defendant.

The plaintiff says that on July 21st the defendant stood at the city gate, in order, it seems, to watch the Indians with beavers. As an Indian and a squaw [366] with beavers came out of the houses, she went to meet them and took the squaw by the hand and embraced her and so brought them inside the city gate, whereupon she and the Indian and the squaw together entered her house, while the plaintiff, who stood near, looked on. The plaintiff then followed her and fined her, whereupon the defendant said: "Run, get out of the house, you interfere with my bargaining. If I must give you money, let me make enough to do

so." The plaintiff therefore concludes that the defendant is sufficiently shown to have violated the ordinance of the court and requests that accordingly she be condemned to pay a fine of 300 guilders.

The defendant presents a written answer in which she requests that the plaintiff produce proof.

The plaintiff in reply says that he is not required to prove the case, for if he does not deserve credence in the matter he is not worthy to hold his office and it would be idle for him to look after it, as the Indians are enticed very cleverly. However, most of the neighbors thereabout have seen and heard what happened in this case.

The honorable court, having taken the matter into consideration, condemn the defendant to pay a fine of fifty guilders, *cum expenses.*

Idem, plaintiff, against Adam Vrooman, defendant.

Whereas the plaintiff, according to the preceding minutes, complained that the defendant on July 13th threatened him, as may be seen at large in the plaintiff's declaration, in consequence of a matter touching the plaintiff's office, namely, because the plaintiff would not permit the defendant to take an anker of rum with him to Schaenhechtady, because it was contrary to the order of the court, the defendant said that he would ask the commissaries for permission to do so. The plaintiff replied that the commissaries would have to give him a permit; if not, he would seize the anker and the defendant would lose it. The defendant thereupon took occasion to threaten the plaintiff, lifting his hand and saying the following [367] words: "The devil take you. If I had a permit and you tried to take it, by God, how I would hurt you." On account of which the plaintiff, in his capacity of officer, demands, in the first place, that the defendant give a bond for his good behavior, and further, that he be condemned to pay a fine of 500 gl., all *cum expensis.*

Cornelis van Dyk, being sworn, declares that a considerable time ago he heard some words between Schout Provoost and Adam Vrooman. Among other things, the schout said to Adam:

"If you get consent from the commissaries, let them give you a permit. For, if not, if I should find it [the rum], I would seize it and you would lose it." To which Adam replied: "If I had a permit and you tried to take it, by God, how I would hurt you."

The honorable court, having seen the testimony of Cornelis van Dyk and that the defendant has partly confessed to the statement, adjudge and decide that although the defendant made those remarks under provocation, they can nevertheless not be condoned, for no one may directly or indirectly venture in the least to oppose the exercise of justice or to threaten those who are appointed to maintain the same. They therefore find the defendant guilty of assault and condemn him to pay a fine of 100 gl. in seawan, *cum expensis*, and warn him, as leniency has been shown to him in this case, to guard himself against committing similar offenses in the future, in order that he may not fall into greater disgrace.

Jacob Staas, appearing in court, requests permission to tear down his little house standing opposite the house of Storm Albertse.

The honorable court grant the petitioner's request.

[368] Whereas Domine Nicolaes van Renslaer, in a remonstrance, showing that some difference has arisen in the consistory regarding the ministerial office, petitions the honorable court to lend the helping hand and remedy the same; therefore, the honorable court order the reverend consistory to hold a meeting on Thursday next, in order that the said Domine Renselaer may be heard and all differences between them may be adjusted in a brotherly and Christian spirit, of which they are to make a report to us in writing.

The persons upon whom it is incumbent to build the partition fence on Lubberden land, to wit, the fence of Juffrouw Maria van Renslaer, are hereby ordered by the honorable court to make the same tight within the space of 8 days and to keep it so, under penalty of forfeiture of fl.25 for the first warning, of fl.50 for the second warning, and of fl.100 for the third warning.

The persons who are to be warned are:

Jacob Sanderse

The deacons, for the lot belonging to Paul. Jurrikse
Jochim Ketelheyn
Wm. Hoffmayer
Hend. Verwey, or Adriaen Huybertse

Extraordinary session held in Albany, September [blank], 1678

Presentibus omnibus

The vote of the court for the nomination of commissaries having been taken, the following were nominated by a plurality of votes:

Mr Gerrit van Slichtenhorst
Cornelis van Dyck
Johannes Wendell
Hend. Cuyler
} for commissaries

Whereupon immediately a letter of advice was despatched to the honorable general with request to make his choice from among them.

As constables were chosen: Jacob Sanderse, Robert Sanderse and Gerrit Lansingh.

[369] Ordinary session held in Albany, October 1, 1678

Present:

Capt. Schuyler
Mr R. Pretty
Ands. Teller
Jan Thomassen

Jan Gilbert, plaintiff, against Temperance Loveridge, defendant.

The plaintiff demands of the defendant fl.55 in beavers for 2 months and 3 weeks' house rent at 2½ beavers a month.

The defendant says that the time is only 2 months and one week, because, owing to the confinement of the plaintiff's wife, she has not been able to have the proper use of the house. She also presents a counter claim.

The plaintiff, in reply, says that the defendant has not suffered

the least hindrance on that account in connection with the trade and he therefore demands payment for the full time.

The honorable court, having heard the parties, condemn the defendant to pay the house rent demanded, *cum expensis*, less the amount of the defendant's counter claim.

Idem, plaintiff, against Wynant Gerritse, defendant.

The plaintiff demands of the defendant fulfillment of a contract of lease as regards the stipulation of what the defendant for the accommodation of the plaintiff is obliged to have built in the house.

The defendant says that he has satisfied the contract.

The honorable court order the constables to go with Claes Ripse to view the house to see what the defendant according to the contract was obliged to have built therein and to make a true report thereof to the court.

Maria van Ness, plaintiff, against Geertruy Vosburgh, defendant.

The plaintiff demands of the defendant payment of the sum of 150 whole beaver skins, which are overdue for the purchase of a farm, or so much seeded winter wheat as they amount to, reckoned at beavers' price.

The defendant says that the land has not yet been delivered according to the contract of sale, to wit, the just fourth part of the Groot Stuck, and he promises to pay up everything next winter.

The honorable court adjourn the case to the next court day as the bench is incomplete.

[370] Tierk Harmense, plaintiff, against Wynant Gerritse, defendant.

The plaintiff says that the defendant is unwilling to settle accounts with him. He therefore requests that he may be constrained thereto.

The honorable court order the parties to settle accounts with each other in the presence of the constables.

Dirk Bensingh, plaintiff, against Gerrit Visbeek and his wife, defendants.

The plaintiff complains that the defendant and his wife assaulted him, it having been found that the defendants and their daughter, the three of them, attacked and beat him, not being willing to allow the plaintiff to use the ordinary road. They took the bits and bridles off the horses, so that they ran along without control, and threatened and swore that if the plaintiff in returning from Albany again used that road they would not allow it, so that the plaintiff was forced to ask the sheriff to go with him to protect his life. He therefore complains of assault and battery and requests maintenance of justice and that he may use the public road in peace.

The honorable court adjourn the case until the next court day because the bench is not complete. Meanwhile the defendants are ordered to let every one use the road in peace.

Harman Janse, plaintiff, against Pr. Meessen and Jacob Sanders, defendants.

The plaintiff requests that the defendants make a declaration under oath regarding the swimming across to Greenen Island[1] of Annettie Goosense's cattle.

The defendants jointly declare that last fall, a year ago, they were on Greenen Island to see where the fence was to be built. They noticed that the cattle of Annettie Goosense were in the grain. They drove them out of it and so they swam across the sprout,[2] being about 14 to 15 in number, some of which swam back.

[371] Johannes Provoost, in his capacity of sheriff, plaintiff, against Gerrit Visbeek and his wife, defendants.

The plaintiff presents a written complaint, showing that the defendants have not hesitated to assault certain people living in the village near Swarte Martens,[3] namely, Dirk Bensingh and his companions, who were sitting on a wagon with freight. Meanwhile the defendant and his wife and their daughter together

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[1] *'tGreenen Eylandt;* literally, the pine island.

[2] *d'spruyt;* meaning one of the branches of the Mohawk river, near its mouth.

[3] Black Marten, or Marten Cornelissen van Ysselsteyn, a resident of

attacked the said Bensingh and beat him, and took the bits and bridles off the horses so that they ran away without control, so that Helena Abrahamse, who was still sitting on the wagon, was in danger of her life. They would not allow the said Bensingh to use the common road, yes, public highway, threatening him with violent oaths that they would not allow the said Bensingh to use the said road again, so that the plaintiff was forced to accompany him for his protection. As this is a case of assault and battery, yes, criminal in its nature and therefore can not be suffered in a place where justice prevails, but deserves in the highest degree to be punished by the payment by the defendants of damages as in a civil case, he therefore demands that the aforesaid defendants make proper compensation to the injured party, according to law. Furthermore, he demands that the defendants aforesaid be condemned to pay a fine of 500 guilders each for the benefit of the plaintiff, to be applied as is proper, all with costs.

The defendant also presents a written answer, in which he admits that he beat the person of Dirk Bensingh and that his wife took the bridle off one of the horses. Furthermore, [he states] that he himself made the road which gave occasion for this suit and has possessed the land at least twenty years and that the farmers who drove across his farm afterwards came into the country. He says that there is room to lay out another road without prejudice to him and he requests that the place may be viewed by impartial men.

[372] The honorable court put over the case of the parties to the next court day as the bench is incomplete and order that the witnesses produced by the plaintiff shall be heard under oath; which is done.

Albert Jacobse Gardinier, being sworn, declares that at the request of the sheriff he walked behind the wagon of Dirk Bensingh and saw Gerrit Visbeek come out of his door and heard him say to Dirk Bensingh: "You shall not pass here." Dirk answered: "Let me pass this time." Gerrit Visbeek replied: "You will not pass there on your life." Thereupon, Gerrit, Volkie and Catryn, her daughter, took hold of his head and pulled his

hair and turned his head as if they wanted to twist it off. And he saw that Volkje took off the bridle of one of the horses and also that Volkie beat the said Dirk with a stick and when they had finished, Gerrit said: "Now go and complain about it."

Takel Dirksen, being sworn, declares at the request of the sheriff that in the harvest time he was at the house of Ger^{t}. Visbeek and heard that there was a dispute about the road. Among other things Gerrit Visbeek said: "The devil take the first one who passes over this road, if I do not shoot him down." Swarte Marte said: " Does this mean that I may not drive over it either?" Gerrit answered: "Yes, you may drive over it."

Domine Schaets and Jan Janse Bleecker, being summoned to appear in court, declare that in going around to collect the money for the benefit of the Christian prisoners in Turkey, they came to the house of W^{m}. Loverits, sen^{r}. and requested him to make a liberal contribution for that purpose. He answered that he did not intend to give anything, because no one had given anything for his imprisoned son, who had been a prisoner here so long.

Extraordinary session held in Albany, October 15, 1678

Presentibus omnibus
dempto A. Teller

The honorable court having received the appointments made by the honorable governor general, they have, as in duty bound, [373], summoned the persons who are chosen and administered to them the oath of fidelity. The persons who continue in office and those who have been newly appointed are as follows:

Those who continue in office

Andries Teller
Marten Gerritse
Dirk Wessellse

Those who have been newly appointed

Cornelis van Dyck
Hend. van Ness
Johannes Provoost
Teunis van der Poel

The honorable commissaries have appointed as constables:
Johannes Wendell, who is to continue in office
Jacob Sanderse
Gerrit Lansingh

Upon consideration by the court it is resolved and ordered that Capt. P. Schuyler is to have a suitable pew in the church, at the rear end of the bench reserved for the court, where the major sits.

On the 22d of October, 1678, Sheriff Richard Pretty convened the court to hear the complaints which he was to make. He reported that last evening he came from Schaenhechtady, where he had gone to inspect the goods and merchandise which might be in the possession of the inhabitants, because complaints had been made to him by the inhabitants of Albany that the trade was very brisk there. Those of Schaenhechtady would not allow it, but prevented him from making the inspection, as appears from a writing which the commissaries of Schaenhechtady gave to him, the sheriff, entitled "Refusal of Inspection," which is directly contrary to all previous orders and ordinances made on the subject of trade at Schaenhechtady.

[374] The honorable court, being surprised about such presumption, resolved, at the first opportunity to complain about the matter to the right honorable general and to ask of his honor enforcement of the ordinance.

The Letter

Honorable, Worthy, Right Honorable Governor General:

We can not refrain from advising your honor by way of complaint that our sheriff, Richard Pretty, yesterday complained to the court about those at Schaenhechtady, where he went the day before in order, pursuant to your honor's order and instructions, to prevent and forestall the trade with the Indians outside of Albany. Accordingly, the said sheriff, *ex officio*, wished to make an inspection of the houses there, to see whether any goods or merchandise could be found there, which the commissaries of Schaenhechtady would not suffer or allow to be done, but imme-

diately prevented him from doing, so that he had to return without accomplishing his purpose, notwithstanding the sheriff saw duffels and peltries connected with the trade. In the accompanying writing they give as reason that the power of his commission does not extend so far, although your honor's ordinance of June 16, 1677, says that the trade outside of Albany, as well at Schaenhechtady as elsewhere, is forbidden. Governing ourselves by the orders and instructions previously issued by your honor, we therefore address ourselves to your honor with the humble request that your honor may be pleased to uphold us therein, as we take it that it is your honor's intention that [the court of] Schaenhechtady be a subaltern court under the jurisdiction of Albany and obliged to obey all [requests for] express inspections or seizures, or commands, which may come before them from Albany, as time and circumstances may require and which heretofore they have always been obliged to observe without refusal.

[375] Furthermore, we are moved to make known to your honor that the citizens of Albany find themselves in the highest degree concerned about the rumors that Albany is to be granted and conveyed to the patroon of the colony of Renselaerswyck and to be subjected to such a tax on the houses and lots that it will be unbearable, with the further provision that after the expiration of 31 years the houses and lots are to belong to the patroon. The burghers intend, in the form of a petition, to oppose this and if possible on the next court day to appear before the court to pray that if possible they may themselves retain such title as they possess and have lawfully obtained according to the patents granted to them in the name of his royal highness. We expect the decision in this matter upon the arrival of Domine van Renselaer. If the rumor is true, as we hope it is not, we shall be forced to turn to your honor to defend and maintain our rights which have been graciously granted to us. We hereby break off and after cordial greetings commend your honor to the protection of God and remain,

Your honor's humble servants

The commissaries of Albany

In Albany, October 25, 1678

The Governor General's Answer

Gentlemen

I have Received yours of ye 25th. in answer whereunto Yow may take notice, that all Indian Trade is strictly Prohibited at Schaenhechtady as in all other Out Places, as p^r^ order, to be executed by ye Court and Schout of Albany as formerly against Infringers in said Schaenhechtady, as well as other Out Places, and said Schaenhechtady, as in appeales, to be in this case of Trade, & all Cases Relating to it, concluded by ye Court of Albany.

The Duke intends the family of Renselaers there just Rights formerly Enjoyed, to be Confirmd to them, but without wronging any others of which all Care & Regard shall be had and therefore ye Court and officers are to take Care, there be no disturbance, or needlesse Expenses made by ye Inhabitants upon Reports or Rumors to ther Prejudice.

[376] I have orderd the 334 sheple and half of wheat & 69 shep^l^. of Pease, to ye Church officers for ye Redeeming slaves in Algiers as sent, and not doubting your Continued Endevours for all Publick Concerns as Authorized I Remaine

Gent.

Your affectionate frind

*Sic subscrib^r^*. E. Andross,

N: York Octob. 31, 1678

Superschr:

For ye Commissaries & Schout off Albany

These in Albany

Translation of the governor's letter[1]

[377] Copie of ye Governours Letter

To

ye Commissaries of Schaenhechtady

Gentlemen

I have together w^t^. a letter from ye Court at Albanie Received your order or Result, of ye 21 Instant, for obstructing the Sheriffe

[1] Left blank in the record.

or Scout off Albany, doeing his duty in your toune according to former Practice and ordres Relateing to Indian Trade, which Priviledges & Power of ye Court & Schout of Albany, I doe not understand to be any way infringed or taken away from them, but as your first Setlement was only for husbandry w^t^. Expresse Condic̄on, not to trade in your toun, often Confirmed since, if yow have by your late act or shall transgresse therein, yow must [be] Lyable to seizures, and concluded by any Cencure therein or determinac̄on of ye Court at Albany as formerly, and in any of your Particular Concernes or Rights yow shall always finde me

Your affectionat frind
E. Andross

N: York Octob. 31: 1678

Superscription was

To ye Commissaries of Shaenhechtady
These at Schaenhechtady

Translation of the above written letter.[1]

[378] Ordinary session held in Albany, November 5, 1678

Present:

Marte Gerritse
Dirk Wessells
Cornelis van Dyk
Hend. van Ness
Joh. Provoost
Corn. van d^r^. Poel

Johannes Provoost, in his capacity of officer, plaintiff, against Gerrit Visbeek and Volkie Juriaense, his wife, defendants.

According to the preceding minutes, dated October 1st, about assault and battery committed by the defendants on the person of Dirk Bensingh on the public highway, as he was driving a loaded wagon to the strand, the plaintiff requests that the honorable court may be pleased once more to examine the documents and testimony and pronounce sentence. Likewise the defendants request a decision in the matter.

[1] Left blank in the record.

Marte Cornelise, at the request of the sheriff, declares that in the harvest he was at the house of Gerrit Visbeeck and that he heard Gerrit Visbeek say that no one was to drive on the road. The deponent said: "Does this mean that I may not drive on it either?" Gerrit answered: "Yes, you may drive on it as long as you live and I live. If they keep bothering me, I might take a gun from the wall and shoot them."

The honorable court, having examined and read the documents and evidence of the parties, find that according to the testimony of Albert Jacobse Gardinier the defendants and their daughter jointly attacked the complainant, Dirk Bensingh, and twisted his head as if they intended to break his neck. On the other hand, Takell Dirkse and Marte Cornelise testify that Gert. Visbeek, the defendant, already in the harvest made threats about the use of the road, saying that he would shoot them with a gun and presumed to give permission to use the road to one person but not to another, thus constituting himself to be his own judge. Finally, the defendants admit themselves in their written answer that he, Visbeek, beat the said Dirk Bensingh and that his wife Volkie took the bridle off one of the horses. All of which clearly shows that the defendants are guilty of assault, so that the honorable [379] court, wishing to maintain justice and therefore pronouncing judgment, hereby condemn the defendants jointly to pay a fine of 125 guilders in seawan, with costs, warning them hereby to let the people of the village use the path unmolested until the arrival of the Honorable Marte Gerritse and Marte Cornelise, who are hereby appointed and authorized to view and inspect the place and to order where the road might most conveniently be laid out for the accommodation of the inhabitants of the village, wherewith everyone is to be satisfied without any gainsay.

Thus done at the session of the court on the date above written.

Jan Tysen, plaintiff, against Corn. Teunise.

The plaintiff says that the defendant about nine years ago gave him a bill of exchange in the sum of fl.175 in Holland money, which the plaintiff was to receive in Holland, and whereas the aforesaid bill of exchange was not paid in Holland but came

back protested, the parties have come to an agreement about it, the defendant having executed a bond in favor of the plaintiff to pay to the plaintiff in lieu of that Holland money a sum of 33½ beavers, which the plaintiff now demands of the defendant.

The defendant asks a copy of the plaintiff's bill of complaint in order to make answer thereto on the next court day.

The honorable court: *fiat*; ordered that the defendant is to have a copy thereof.

Maritie van Ness, plaintiff, against Geertruy Vosburgh, defendant.

The plaintiff, according to the preceding minutes, dated October 1st, demands of the defendant 150 beaver skins in three payments, for the purchase of a farm at the Kinder hoeck, which may also be paid in good, sown winter wheat, reckoned at beavers' price.

The defendant's son, Pieter Vosburgh, appearing in his mother's stead, acknowledges the debt, as the defendant did likewise on the preceding court day.

[380] The honorable court, having heard the parties, condemn the defendant to pay the plaintiff the 150 beaver skins demanded according to the contract, with costs, within the space of 14 days, or else in winter wheat at beavers' price.

Jacob Jansen Gardinier, plaintiff, against Evert Cornelise, defendant.

The plaintiff presents a written bill of complaint, stating that the defendant shot the plaintiff's horse with a gun loaded with buckshot, as the defendant admitted to him and his entire household, as also to Jacob Shermerhooren and his entire household, whom he has had twice summoned by warrant to give testimony to the truth but who has refused to appear.

Jacob Shermerhooren, failing to appear to give testimony to the truth, the honorable court can for the present not take any action in the matter.

The sheriff requests that he may bring an action against Shermerhooren for contempt of court in failing to appear pursuant to a warrant.

Mr Richard Pretty, in his capacity of sheriff, plaintiff, against Jan Conell, defendant.

The plaintiff presents a written bill of complaint of Harmen Gansevoort showing that the defendant has allowed Harmen Gansevoort's hogs to the number of 4 to be bitten to death at Catskill, which is contrary to the agreement which they had with each other regarding the care of the hogs.

The defendant requests that the plaintiff prove that he allowed some hogs to be bitten to death or that he killed them.

The honorable court order the plaintiff to produce his witnesses, to give testimony under oath regarding the matter.

William Rees, being sworn, declares that he knows nothing about the hogs, but that he stood in his doorway and saw Jan Conell take up a stick and strike one of the hogs on the snout, so that it ran around, but whether it died of it he does not know.

[381] Claes Willemse, being sworn, declares that Harme Gansevoort asked him, the deponent, to look after his hogs to see whether they did any damage on Jan Conell's land in which case the deponent was to warn the said Gansevoort, which he did, saying that the hogs had done much damage. Gansevoort thereupon came and entered into an agreement with Jan Conell that the said Gansevoort's hogs were to run there on condition that he would give him one hog for it, which Jan Conell took and put in his pig pen and which two or three days later died. Whether it died as a result of having been thrown down somewhat hard he does not know, but he has seen that Jan Conell allowed the hogs to be badly bitten and he heard Jan Conell say: "If the dog is tired, I still have powder and lead." He also declares that he saw a hog lying dead, but how it died he does not know.

Mary Jochims, being sworn, declares that Jan Conell and Harman Gansevoort made an agreement with each other that the hogs were to run around freely after the damage on Jan Conell's land had been done, as Jan Conell himself told the deponent, and that she saw 4 hogs bitten so badly that they could not possibly live.

Jochim Wessells, being sworn, declares that three weeks ago

he was in Catskill and while standing with Dirk Teunise and Harme Gansevoort before Marry Jochim's door he and the others heard the dogs at Jan Conell's house go lustily after the hogs, as the latter were squealing hard. Harme Gansevoort therefore sent the deponent and Dirk Teunise to Jan Conell's house to ask why he allowed Gansevoort's hogs to be bitten so, since they had entered into an agreement with each other. Jan Conell answered that he intended to have them bitten and if he could not have them bitten he would shoot them.

Dirk Teunise, being sworn, confirms Jochim Wessells' testimony. He also states that Jan Conell said that according to the English law he would put a hole through the heel tendons of the hogs and hang them on the fence.

[382] The sheriff requests that the case may be adjourned until the next court day in order that he may institute his action against him in proper form.

The honorable court: *fiat.*

Mr Richard Pretty against Jan Conell, defendant.

The plaintiff demands of the defendant payment in the sum of fl.100 in seawan for rent.

The defendant acknowledges the debt.

The honorable court condemn the defendant to pay the fl.100 in seawan demanded to the plaintiff within the space of 14 days, *cum expensis.*

Richard Pretty, in his capacity of officer, plaintiff, against Maes Cornelise, defendant.

The plaintiff complains that the defendant has refused to comply with the order issued in the name of the king to assist him and the constable in arresting turbulent persons at the house of Jurian Teunise.

The defendant denies that he refused to do so.

The honorable court put over the case to the next court day, owing to the absence of the constable, whose testimony in this matter is required.

Idem, in his capacity as aforesaid, plaintiff, against Gerrit Teunise, defendant.

The plaintiff complains that the defendant took half a piece of duffel with him to Catskill and traded it to the Indians there, which is contrary to the order of the honorable general.

The defendant says that he had 12 yards with him to cover himself with and demands further proof of the plaintiff's allegation.

The honorable court order the plaintiff to prove his allegation.

Johannes Provoost, attorney for Abraham Staas, gives notice of an attachment of certain moneys belonging to Capt. John Baker, in the custody of Abraham van Tricht, arising from a bond in the sum of 22 guilders in beavers, *cum expensis*.

The honorable court declare the attachment valid.

[383] Apostil on the petition of Domine Schaets

It seems to us that Thomas Davidsz,[1] as husband and guardian, can not be prevented from disposing of his property, as the law implies that, and if the sale does not proceed, a fire or similar accident may occur during the spring, which God forbid. We can therefore not grant the petitioner's request, wishing to remain out of it, in order not to burn our fingers. However, the petitioner is free to obtain from the honorable general whatever he may be able to obtain from him.

Warrant

The honorable court, in the name of his Royal Majesty, hereby order and authorize the constables of Albany to assess every burgher for the payment of the sum of fl.750 to the rattle watch and to collect the same at the first opportunity, together with the former rattle watch money which is still due, the account of which they are to demand of Marten Cryger without delay. Thus done at the session of the court, this 5th of November 1678, in Albany.

Extraordinary session held in Albany, November 22, 1678

Present:

Mr Andries Teller, president
M. Gerritse
D. Wesselse

[1] Thomas Davidsen Kikebel, the husband of Anna Schaets.

Corn. van Dyk
J. Provoost

At the request of Jan van Eps, commissary at Schaenhechtady, the honorable court met and asked him what request he had to make. He answered as follows:

That the sheriff, Mr Richard Pretty, on the 14th of this month attached some goods of his at Schaenhechtady and whereas recently he has twice suffered great loss through fire, etc., he requests that their honors may be pleased to consider his destitute situation and release the said goods and restore them to him, some of these goods aforesaid being needed for the clothing of his children.

[384] The sheriff, Mr Pretty, presents to their honors a list of some Indian trading goods which he found at the house of the said Eps and which he attached. As all trading is strictly forbidden by the right honorable governor, at Schaenhechtady as well as at other places outside of Albany, he, *ex officio*, requests that the said goods may by their honors be declared forfeited and that in addition the said Eps may be fined fl.200 in seawan.

The honorable court, having taken the plaintiff's request into consideration, declare the goods attached liable to confiscation according to the ordinance, but in consideration of the fact that the plaintiff has recently twice suffered great loss by fire, etc., they order that the said goods be restored to him, on condition that they be brought to Albany and that he will never keep any such goods there, but they condemn the said van Eps to pay a fine of fl.100 in seawan for the benefit of the officer, *cum expensis.*

Ordinary session held in Albany, December 3, 1678

Present:

Andᵉ. Teller
Corn. van Dyk
Hend. van Ness
Joh. Provoost
Teunis Spitsenb[erg]
Rich. Pretty, sheriff

Mr Cornelis van Dyck, plaintiff, against Dirk Hesselingh, defendant.

The plaintiff, as attorney for Mr Nicolaes de Meyer, demands of the defendant the quantity of 100 whole beavers which according to his bond were due last June, being the second payment for the house of Jan van Aken.[1]

The defendant acknowledges the debt.

The honorable court condemn the defendant to pay the 100 beavers due according to his bond within the space of 14 days, *cum expensis.*

Capt. Phill. Schuyler, plaintiff, against Pr. van Waggelen, defendant.

[385] The plaintiff says that the defendant has interfered with his slaughtering, claiming that a hog belonged to him which the plaintiff had fattened and intended to slaughter. He requests that the defendant prove it.

The defendant says that it is his hog and that it was chased across the river by the plaintiff's dogs. He requests that his witnesses may be sworn.

Andries, the Noorman, being sworn, says positively that the hog in question belongs to the defendant and that about three years ago he marked them himself and cut their ears.

Jan Jacobse Gardinier, being also sworn, says absolutely that the hog belongs to the defendant, because he has well known the hog for about three years, as long as he has lived there. He also says that he knows the hog by its shape and gate.

The honorable court, having carefully considered the matter and taken into account the testimony of the two witnesses, adjudge and decide that the hog belongs to the defendant, as the two witnesses swear to it point blank. He therefore can take the hog, but they adjudge that the plaintiff did so innocently, as their honors have had impartial persons inspect the hogs on the farm

[1] Cf. deed from Cornelis van Dyck to Philip de Forest of the house and lot formerly occupied by Dirk Hesseling, March 3, 1680/1, in *Early Records of Albany*, 2:109–10.

of Jurian Teunise, now belonging to the plaintiff, and have found that they are marked in the same manner. They condemn the plaintiff to pay the costs of this court.

Jacob Janse Flodder, plaintiff, against Evert Cornelise, defendant.

Case according to the preceding minutes. The plaintiff still claims from the defendant compensation for the damage which he suffered through the shooting of his horse with [buck] shot and says that he has evidence.

The defendant denies it and demands that the plaintiff prove it to him.

Jacob Shermerhooren, being sworn, says that he saw the horse after it was wounded, but does not know how it happened.

The honorable court, having taken the matter into consideration, do not find that the plaintiff has produced sufficient evidence. They therefore nonsuit him and condemn him to pay the costs of court.

Mr Pretty, sheriff, plaintiff, against Jan Conell, defendant.

The plaintiff produces a written bill of complaint, alleging that the defendant is bound to make compensation to Harme Gansevoort for the damage suffered by him by the killing of his hogs which were bitten to death at Catskill and demanding that in addition he be fined 300 gl. in seawan for the benefit of the plaintiff and pay the costs of court.

[386] Ludovicus Cobes, attorney for the defendant, requests that the case may be adjourned until the next court day.

The honorable court: *fiat.*

Ludovicus Cobes, attorney for Jan Conell, plaintiff in reconvention, against Harme Gansevoort, defendant *in conventio.*

The plaintiff says that the defendant has bitterly complained to the sheriff that the plaintiff deliberately caused his four hogs to be bitten or beaten to death at Catskill, without producing proof thereof, all of which tends seriously to injure the reputation and honor of the plaintiff. He therefore demands that the defendant shall restore him to honor and compensate him for all damage suffered by him and pay the costs of court.

The defendant refers to the testimony given on the preceding court day and has nothing more to say.

The honorable court, having duly considered all the documents and evidence in the case, do not find that Jan Conell is guilty of having had any of the defendant's hogs bitten or beaten to death at Catskill, as he is accused of having done by the defendant, but they do find that he has not treated the hogs properly according to the agreement. The plaintiff is therefore ordered to bear his own expenses and the defendant is to pay his.

Mr Rich. Pretty, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant a fine of fl.150 for having set fire to the woods above Turkjen[1] without warning the people dwelling thereabout, so that Andries Hanse's property was damaged by it.

The defendant says that he did so for the protection (*bevryding*) of his fence and his land.

The honorable court excuse the defendant this time and warn him not to do so in the future, on condition that he pay the costs now.

[387] Mr Richard Pretty, sheriff, plaintiff, against Wm. Hoffmayer.

The plaintiff declares that Pr. Lassing has complained to him that the defendant abused him in his house, calling him a rogue, etc., in such a way that it was intolerable, of which he has evidence. He therefore demands that he may be bound over for his good behavior and for the offense committed be ordered to pay a fine of 100 gl. in seawan for the benefit of the sheriff.

Pr. Mackelyk, being sworn, says that he heard Wm. Hoffmayer say to Pr. Lassing, before the said Lassing's door: "I regard you as a rogue and a double rogue, if you do not prove that to me."

Ands. Hanse, being sworn, says likewise that he heard Wm. Hoffmayer say to Pr. Lassing before his door: "You lie like a

[1] Turkeyen, the name of a farm near the mouth of the Mohawk.

rogue and I regard you as a rogue;" the witness not knowing what the dispute was about.

Jan Harmense, being sworn, says that he was working with Pr. Lassing in the brewery. Wm. Hoffmayer came there and said: "Come out of there and defend yourself. You are a liar and a rogue. You dare not do it and you can not do it."

Cobus van Vorst, being sworn, says that he heard an altercation between Wm. Hoffmayer and Pr. Lassing and that Willem said: "Come out and defend yourself, either as an honest fellow or as a rogue."

The defendant requests copies of the documents, to make answer thereto on the next court day.

The honorable court: *fiat.*

Idem, plaintiff, against Jacob Shermerhooren, defendant.

The plaintiff produces a written bill of complaint, stating that the defendant has twice by warrant been summoned to appear before the court to give testimony to the truth in the case pending between Jacob Janse Flodder and Evert Cornelise, all of which is contrary to law, as no one may fail to appear without weighty reason and even if such reason existed he should have notified the court. He therefore concludes that the defendant for such contempt ought to make good all loss and damage which Flodder has suffered thereby and in addition ought to be condemned to pay a fine of 100 gl. in seawan; all *cum expensis.*

[388] The defendant excuses himself by saying that each time he received the warrant on Sunday, before the court day, and that he then had no canoe, his wife being in the city.

The honorable court condemn him to pay the plaintiff fl.12 in seawan for his trouble in summoning him for the third time; *cum expensis.*

After deliberation it is resolved and decided that if any one, after having been lawfully summoned, is found delinquent in appearing before the court to give testimony to the truth in any case, unless he be prevented from so doing by sickness or other weighty reason, in which case he must notify the court, he shall forfeit the first time 25 gl. in seawan; the second time 50 gl. in

seawan; and the third time be subjected to arbitrary correction.

Here follow the names of the persons who have sworn to their accounts against the estate of the late Hend. Willemse, deceased.

Carsten Frederikse
Rutt Aerse
Gerrit van Ness
Pr. Lassingh
Anna Ketelheyn
Wm. Teller
Catelyntie Barents
Preferred Aryaen Appell, schoolmaster
Evert Wendell
Gert. Banker
Hend. Janse
Sybrant van Shayk
Preferred Abm. van Tricht, surgeon
Jonathan Walker
Myndt. Frederikse
Anthº van Shayk; [claims that he] has not received the beaver
Ands. Teller

Wm. Gysbertse is at his request engaged by their honors as carman.

[389] The honorable court approve, confirm and fully grant that our secretary is to have such fees as are specified below, the same having been fixed and established by the governor and council in the year 1678 for the clerk of the mayor's court at New York. Every one is to regulate himself accordingly. [The remainder of the page is blank.]

[390] Present:
A: Teller
Corn: van Dyk
Henrik v: Ness
Joh: Provoost
Teun. vandr. Poel

Proclamacon

The Worshipfl. Commissaries of Albanie, Colonie Rensellaerswyk, Shaenhechtady and dependencies, doe hereby advertise and give notice, to all burgers and Inhabitants of this toun to Repair there quota, Pairt or share off Stockadoes, which are round about ye toun in 14 days time, and hence forward to keep them in Re-

pare, and ye Constaples are ordred to take care that this be yearly Observed.

It is Likeways ordered by ye Worsfl. Court that every one shall clear there Paved streets before these houses, of firewood, waggons, sledds, &ca. that a free Passage may be obtained by night or any time els, and Likeways to Remoove all firewood &ca. from ye Touns Stockadoes, that there might be 8 foot free passage Round ye toun.

All Burgers who make any Profession of tradeing wt. Indians are hereby ordred, each to bring twoo Load of firewood to ye Indian houses wt. ye first Conveniency, & ye Constaples are to take notice that this be Punctually observed.

And whoever is found in default of not observing ye Orders abovewritten, shall Pay as a fine, 25 gl. Z to ye Sheriffe, *Toties Quoties*. Therefore all Persons may and are to take notice, at there Perrills to default. *Actum* in our Court house of albany ye 4th. of decembr. 1678.[1]

[391] The chief officers of the burgher guard are hereby ordered in his Majesty's name, each one respectively to command each burgher to deliver a load of fire wood at the guard house, at the first opportunity, as soon as the hauling is good. *Actum* at the session of their honors, December 4, 1678.

To Capt. Hans Heyndrix

To cause the same to be executed.

[392] Warrants

The constables of this city, appearing in court, present an assessment roll prepared by them for the rattle watch, amounting to fl.803 in seawan, which roll is approved by their honors. The constables aforesaid are hereby authorized at the first opportunity to collect the amounts specified in the aforesaid assessment roll, as well as the arrears of last year's taxes, and to pay the rattle watch every quarter year. To this end, full power is given to them to constrain the delinquents by execution.

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[1] The Dutch text of the proclamation is written on p. 391.

The constables are hereby strictly ordered to see to it carefully that the gates of the city are kept in proper repair, so that they may always be in working order, to wit:

Johannes Wendel is to have supervision over the gate near his house and the gate near Jan Janse Bleeker's.

Gerrit Lansing is to have supervision over the gates near Marte Criger's, near David Schuyler's and near Mr Huybert's.

Jacob Sanders is to have supervision over the gates near Pr. Mackelyk's, near the city hall, and on the Pleyn.

And if any of the aforesaid gates should go to pieces, they are ordered immediately to give notice thereof to the magistrates, who will provide therein.

Actum in Albany, December 4, 1678.

The honorable court hereby authorize the constables and the court messenger to call upon the debtors of the estate of Mr Siston, according to the list thereof, for the money which is found to be due by them according the late Siston's accounts, and to make a report thereof to the honorable court.

The constables are also strictly enjoined to call upon the supervisors to have all roads and bridges in and around the city repaired by those who are to keep them in repair. *Actum* in Albany, December 4, 1678.

[393] Extraordinary session held in Albany, December 17, 1678

Present:

Mr And. Teller
Mr Dirk Wessells
Dr. Corn. van Dyk
Johannes Provoost

The sheriff, Mr Pretty, convenes the court and complains to their honors that Dowe Aukus, last night, boldly refused to let him inspect his wagon near the Sant Bergh, notwithstanding he as many as four times, in the name of the king, ordered him to stop, the defendant answering that he would not stop and that he did not ask for anybody's permission. As he, the sheriff, here in the city of Albany, near the city hall, saw an anker of rum on

the said wagon and he felt two packs on the wagon which no doubt contained contraband goods, he requests that a warrant may be issued to bring Dowe here to answer before the court for such resistance and to answer all the charges in the matter which the plaintiff may bring against him.

The honorable court grant the request and order the secretary immediately to draw a warrant to bring the defendant here at the first opportunity.

WARRANT

Whereas the sheriff, Mr Richard Pretty, has complained to us that Dowe Aukus last evening boldly refused to let him inspect his wagon on the Schaenhechtady road, notwithstanding the sheriff three or four times in his Majesty's name commanded him to stop, which assault or resistance can not be tolerated, you are therefore ordered in his Majesty's name immediately to go to Schinnechtady and to bring Dowe Aukus here to answer such charges as the aforesaid sheriff may bring against him, for the performance of which this will be your sufficient warrant. Done in Albany, December 17, 1678.

By order of the court

R^{t}. Livingston, Secretary

Mr W^{m}. Parker, Court Messenger

[394] Extraordinary session held in Albany, December 18, 1678

Presentibus:

Ut ante

Rich^{d}. Pretty, sheriff, plaintiff, against Dowe Aukus.

The plaintiff refers to the complaint made by him yesterday to their honors about the defendant's disobedience on the Schaenhechtady road. He therefore demands that he may be condemned to pay a fine of 300 gl. in seawan and that the anker of rum which he had on his wagon may be confiscated here in this place, and that he may be ordered to declare under oath that the goods which he took to Shaenhechtady are not contraband.

The defendant says that he does not know that the sheriff spoke to him on the road as he was drunk, but he offers to swear that he has not taken any contraband goods to Schaenhechtady.

The matter is referred to the parties if they can settle with each other, otherwise the case will be disposed of on the next court day.

N. B. The case was settled immediately, saving the sheriff's claim to the anker of rum.

[395] S^{r}. Edmund Andros Kn^{t}. Seigneur of Sausmarez, Liev^{t}. & Governour Generall under his Royall Highnesse James Duke of Yorke and Albany &c^{a}. of all his Territories in America

Whereas M^{r}. Nicolaes Renselaer Late of Albany dyed there Intestate, and Alida his Widdow and Relict haveing Requested of me, that shee may be admitted Administratrix, of her said husbands Estate, These Presents may Certify and Declare, that the said Alida is admitted and Confirmed to all Intents and Purposes Administratrix of ye whole Estate, Goods & Chattells, of what nature or kinde Soever heretofore belonging to her said husband, within this Governm^{t}. & shee the said Administratrix, hath hereby full Power and Lawfull Authority to enter into or keep Possession of ye Premises, and to dispose thereof, as Administrators by the Lawes of this Governm^{t}. are allowed to doe, shee first giveing Security to ye Court of Commissaries at Albanie for her due Administracon, & Conforming herselfe according to ye Lawes in such Cases Provided. Given under my hand & Seale in N: Yorke this 30th day of Novemb^{r} in ye 30 Yeare of his Maj^{s} Reigne *Annoq Domini:* 1678

Sic subscribitur E. Andross

Past the office

Matthias Nicolls, Secr.

Recorded in Alb: this 30 dec: 1678

R: Livingston, Secr.

[396] Appeared before me, Robt. Livingston, secretary of Albanie, colony of Renselaerswyck and Schenectady, etc., in the presence of the honorable commissaries of the said jurisdiction, Juffrouw Alida van Renselaer, widow of the late Domine Nico-

laes van Renselaer, deceased, who obtained letters of administration from the Right Honorable Governor General Sir Edmund Andross, dated November 30, 1678, to administer the entire estate, both real and personal, of whatever nature the property may be, which heretofore belonged to her aforesaid husband, deceased, within this jurisdiction, the said administratrix, by virtue of the aforesaid letters of administration, having full power and lawful authority to take or keep possession of the aforesaid estate and to dispose thereof as administrators according to the laws of this country are allowed to do, upon the express condition that the said administratrix shall be held to give security to the court of commissaries here for her proper administration. Therefore Mr Dirk Wessells and Mr Corn. van Dyck, at the request of Juffr. Alida van Renselaer aforesaid, bind and obligate themselves jointly and severally as sureties for the proper administration of the aforesaid estate, binding therefor their persons and property, real and personal, present and future without exception, subject to all courts and justices. *Actum* in Albanie, this 31st of December 1678.

Alida van Renselaer
Dirck Wesselsz
Cornelis van Dyck

A. Teller
Johannes Provoost

Acknowledged before me,
Robt. Livingston, Secretary

[397] Ordinary session held in Albany, January 7, 1678/9

Present:

Mr A. Teller
Mr Marte Gerritse
Dirk Wessells
Corn. van Dyck
Hend. van Ness
Joh. Provoost
Teunis van der Poel
Richard Pretty, sheriff

Mr Richard Pretty, sheriff, plaintiff, against Dowe Aukus, defendant.

The plaintiff requests that the anker of rum attached by him, which was on the defendant's wagon to be taken to Schinnechtady, may be declared forfeited, it being contrary to the ordinance to take any rum to Schinnechtady without permit.

The defendant says that he has not had any rum on his wagon outside the gates of Albany and, whereas the ordinance provides that the liquor must be found outside the city, the rum can not be seized.

The honorable court vacate the attachment of the anker of rum and declare the same free because the sheriff did not take the anker from the wagon when he saw it, the wagon having been entered, and they condemn the plaintiff to pay the costs of this trial.

Idem, plaintiff, against Pr. Lassing, defendant.

The plaintiff says that last Sunday, being the 5th of this month, he heard loud screaming and crying at the house of the defendant. He knocked at the door, whereupon the defendant's wife ran out of the door bleeding from the nose and the mouth, being followed by the defendant who held a naked sword or rapier in his hand. He therefore demands that the defendant be condemned to pay a fine of 100 gl. in seawan for such ill treatment, *cum expensis*.

[398] The defendant maintains that the plaintiff has no business to concern himself with private disputes between husband and wife and that he held the sword in his hand in order to kill a black cat which had caused him singular damage.

The honorable court nonsuit the plaintiff because no complaint was made, but for his disorderly conduct they condemn the defendant to pay the costs of this trial.

Richard Pretty, sheriff of Albany, and Ludovicus Cobes, sheriff at Schinnechtady, plaintiffs, against Barent Ackerstaff, defendant.

The plaintiffs demand of the defendant a fine of 300 gl. in seawan for having drawn a knife on Jan van Eps at Shaenhechtady.

The defendant denies that he drew a knife, but says that he casually entered the house of Marritie Daeme holding a piece of food in one hand and his knife in the other and that Jan van Eps threw him out of the door.

The plaintiffs offer to prove their charges.

Dirk Hoeff, being sworn, says that he saw the defendant in the house of Maritie Daeme with a knife in his hand, making a disturbance, whereupon Jan van Eps threw him out of the door and knocked the knife out of his hand. Jan de Lawarden, being sworn, testifies to the same effect.

The defendant offers to prove on the next court day that he is not guilty.

The honorable court grant the defendant time until the next court day to produce his evidence.

Idem, plaintiff, against Wm. Hoffmaeyer, defendant.

Case according to the preceding minutes of December 3, 1678.

Default of the defendant, but their honors are informed that the constables have satisfied the defendant and P^r^. Lassing, reserving the sheriff's action.

The honorable court adjudge that the constables are to do their best to satisfy the sheriff, otherwise the case will be tried on the next court day.

[399] P^r^. Schuyler, attorney for Juffr. Alida van Renselaer, widow of the late Domine Nicolaus van Renselaer, deceased, gives notice of an attachment of certain moneys belonging to Capt. John Backer in the hands of Mr Abraham van Tricht, by virtue of a bond dated October 16, 1676, in the sum of fl.260 in seawan, *cum expensis.*

The honorable court declare the attachment valid and order Mr Van Tricht aforesaid to pay the said sum out of the first payment for the house according to his contract of sale, *cum expensis.*

N. B. Major Abraham's attachment of 23 gl. in beavers has the preference.

Storm van der Zee gives notice of an attachment of certain moneys belonging to Capt. Baker in the hands of Mr Abraham

van Tricht, by virtue of a bond dated October 16, 1676, in the sum of fl.120 in seawan, *cum expensis.*

The honorable court declare the attachment valid, this being the third attachment of the aforesaid moneys, the attachments of Major Abraham Staes in the sum of 23 gl. in beavers and of the widow Alida van Renselaer in the sum of 260 gl. in seawan being preferred.

Wm. Parker gives notice of an attachment of certain moneys belonging to Capt. Baker in the hands of Mr. Abraham van Tricht, arising from moneys advanced to him to the amount of fl.93:18 in seawan.

The honorable court declare the attachment valid, this being the fourth attachment, the attachments of Major Abr. Staes, Juffr. Alida van Renselaer and Storm having the preference.

[The following memorandum is entered in the margin]:

The honorable court order Abr. van Tricht to pay the aforesaid sums immediately. Otherwise he is granted execution against the said Backer's house or effects, which Mr van Tricht sold to Isaac Verplank and which are at present in the custody of Isaac Verplank aforesaid. Done at Albany, August 9, 1681.

Marte Gerritse

Hend. Meuse, appearing in court, says that he has been sent in the name of court and consistory of Schaenhechtady to request their honors that they may have the privilege of having Domine Schaets four Sundays in the year to administer holy communion at Schaenhechtady.

The honorable court can not grant this request to deprive this place of a minister on Sundays, it being contrary to the promise made by the aforesaid Domine to their honors, as shown by the record under date of October 19, 1675, namely that he would not leave the place without the consent of their honors and would never leave the place without divine service as long as God granted him health, which is confirmed hereby. However, they grant them permission to have the minister on week days.

[400] Whereas Mr Marte Gerritse and Marte Cornelise Vlass have been appointed by their honors to view the road at

Claverak, which is in dispute between Gert. Visbeek and Dirk Bensing; therefore, having been there, they report as follows: The old road is to remain as before, but not closer to the house of the aforesaid Visbeek than they have laid it out. Meanwhile if they wish to make a road from the little village back in the country to the south bend (*Suyder Bocht*), they are free to do so. Marte Cornelise, *alias* Swarte Marte, is appointed overseer of the aforesaid road for the coming year and ordered to see to it that the aforesaid road is repaired at least three times a year or more often if necessary.

After deliberation it is decided and resolved at the first opportunity to haul ground timbers for the court house in order that the same may be repaired and the secretary is ordered to have this done.

Order

By the Commissaries of Albany, Colonie Rensk: &ca.

Whereas we are informed that there are diverse Persones who Pretend not to know, where ther Quota, Pairt or Share of Stockadoes are, which they sett Round the Touns Fence, and Likeways there being many new Comers who have no Share at all to Repair of said Fence, We doe therefore hereby Publish and Declare that all ye Inhabitants of Albanie afores^d. doe come in ye Space of 3 days to ye Constaples, and shew there Pairt or Share which they had alotted to them, in the makeing of s^d. Fence, and they which can give no account where ther Share lyes, or they which never had any Share, the Constaples shall shew them, where they shall have a Lott which they are to keep in Repair. *Actum* in Alb. this 9th day of Jan. 1678/9

By Order of ye Court

Rot: Livingston, Secr.[1]

[401] Ordinary session held in Albany, February 4, 1678/9

Present:

Mr Ands. Teller

Mr Marte Gerritse

[1] The Dutch text of this Order follows on p. 401 of the record.

Mr Dirk Wessells
Mr Corn. van Dyck
Mr Johannes Provoost
Mr Teunis Spitsbergh
Mr Hend. van Ness and
Mr Richard Pretty, sheriff

Pr. Winne, plaintiff, against Corn. Teunise, defendant.

The plaintiff says that he called at the defendant's house to ask him for money that was due to him by the defendant and that the defendant answered: "Now you come as an honest fellow, but then you came as a fawner (*smeerschoen*)," adding, "and as a rogue," which he undertakes to prove. To which the plaintiff replied: "What did you say? That [402] I am a fawning fellow and a rogue?" "Yes," he said, "I said that and still say it."

The defendant being in default, the plaintiff is ordered to have his witnesses cited to appear on the next court day to testify in the case.

Pr. Winne, plaintiff, against Pr. Vosburgh, defendant.

The plaintiff demands of the defendant 3 schepels of wheat and 9 gl. in seawan due to him.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 3 schepels of wheat and 9 gl. in seawan within the space of 14 days, *cum expensis*.

Robt. Sanders, plaintiff, against Lambert Janse, defendant.

The plaintiff demands of the defendant by balance of account the sum of fl.20:16 in beavers, with costs.

The defendant produces the account and claims that he paid it.

The honorable court, having examined the account, do not find that the defendant can make any lawful objection except to one entry of fl.64:18 in beavers, where the plaintiff counts the wheat at 4½ schepels to the beaver, which then was worth 5 schepels, making a difference of fl.6:10 in beavers. They therefore condemn the defendant to pay the plaintiff fl.16:6 in beavers within the space of 14 days, *cum expensis*.

Gabriel Thomson, plaintiff, aganist Jan Thomase, defendant.

The plaintiff demands of the defendant by balance of account fl.22 in beavers.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 22 gl. in beavers, *cum expensis*, within the space of 14 days.

Idem, plaintiff, against Hend. Meuse, defendant.

[403] The plaintiff demands of the defendant the quantity of 12 beavers according to his bond and also the sum of fl.67 in seawan, for merchandise delivered to him.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the 12 beavers and fl.67 in seawan demanded within the space of 14 days, *cum expensis*.

Claes Willemse, plaintiff, against Jan Conell, defendant.

The plaintiff says that he and his wife hired themselves out to the defendant for the term of one year for 42 beavers, according to the contract thereof dated May 30, 1678, which sum is to be paid one-half this winter in grain at the market price and the other half in beavers at the expiration of the term. The plaintiff therefore asks that the first payment be delivered here in the city, which the defendant refuses to do, notwithstanding his promise, and he requests that his witnesses may be sworn.

The defendant denies that he made the plaintiff any such promise, but he can have his pay at Catskill.

Harme Gansevoort, being sworn, says that he heard J. Conell say that he wanted to buy from Mr Slichtenhorst 100 schepels of wheat for 200 schepels of maize, in order to pay his servant Claes, as he had to deliver wheat to the vendue master.

Mary Jochims confirms the above.

The honorable court, having taken the matter into consideration, adjudge and decide that Jan Conell is to deliver the wheat here at his own risk and that the time which his servant Claes will waste thereby must be served by the said Claes after the expiration of his term, but if through the unfavorable condition of the

weather the wheat cannot be hauled over the ice, the said Conell is to furnish a canoe and a servant who with Claes is to bring the wheat here. Each of the parties is to bear one-half of the costs.

Aernout Corn. Viele, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant by virtue of a bond the sum of fl.91:10 in seawan.

The defendant acknowledges the debt.

The honorable court condemn the defendant to pay the plaintiff the sum of fl.91:10 in seawan demanded within the space of 14 days, *cum expensis.*

[404] Jan Janse Bleeker, plaintiff, against Timothy Cooper, defendant.

The plaintiff, as attorney for J. Hend. van Bael, demands of the defendant the quantity of 35 beavers, weighing 1½ lbs each, it being the second or last payment for the house in which the defendant dwells,[1] with the interest thereof for 1½ years.

The defendant admits the debt, but refers the question of interest to their honors.

The honorable court, having taken the matter into consideration, condemn the defendant to pay the plaintiff the 35 beavers of 1½ lbs each within the space of 14 days, *cum expensis*, the request for interest being denied.

Timothy Cooper, plaintiff, against W^m^. Parker, defendant.

The plaintiff, as attorney for Major Pynchon, of Springfield, says that on Sept. 7, 1675, he obtained a judgment of the court against the defendant in the sum of £33, 10 s., arising from a bond payable by the defendant which was due in the year 1668. And whereas the defendant has not complied with the aforesaid order, he requests satisfaction of the said judgment and that for this purpose it may be ratified and confirmed, together with all interest and loss suffered thereby.

The defendant admits the debt and requests time until spring.

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[1] See deed to Timothy Cooper, dated July 5, 1679, in *Early Records of Albany*, 2:55–56.

The honorable court confirm and ratify the judgment given against the defendant and hereby condemn him to pay the £33, 10 s. demanded within the space of 14 days, with the costs of the trial.

John Gilbert, plaintiff, against Wm. Teller, defendant.

The plaintiff says that he had 10 loads of wood piled up in the woods and that when he went with 3 sleighs to the woods to haul the wood away, he only found 3 or 4 pieces. As the defendant has been drawing wood there also, he presumes that the defendant took the wood, as he himself confessed that he has had 3 loads of it. He therefore requests compensation for the wood and also for the use of the sleighs, which came back empty, having proof of the matter.

[405] Dirk Hesselingh, being sworn, says that by order of Jan Gilbert he went with horse and sleigh to the woods to draw wood for him and that upon his arrival there he only found 3 or 4 pieces of wood belonging to Jan Gilbert. Also, that last winter, by Mr Teller's order, he took a load of his wood to Jan Gilbert's, in return for wood which he had taken from him.

Jan Albertse Bratt, being sworn, says that last winter he was sent into the woods to draw wood for the plaintiff and that when he came there he found no wood cut by the said Gilbert.

Patrick Murray, being sworn, says that about six weeks ago, having been sent into the woods by John Gilbert, he piled up 5 or 6 loads of wood for him, but he does not know who took them.

The honorable court, having taken the matter into consideration and duly noted the answer of the defendant, who says that he is not certain but that by mistake 2 or 3 loads of the plaintiff's woods may have been drawn by his son and that for the sake of peace he is willing to return as much, it is ordered that the defendant shall deliver to the plaintiff in the woods 3 loads of the same kind of wood, but as the plaintiff can not absolutely prove that the defendant took his 10 loads of wood, he is condemned to pay the costs of the proceedings.

Richard Pretty, plaintiff, against Luycas Gerritse, defendant.

The plaintiff, in his capacity of sheriff, demands of the defendant a fine of fl.50 in beavers, by virtue of the ordinance of August

26, 1665, for having sold bread to the Indians on Sunday, during the preaching.

The defendant denies that he has done so and says that he only gave a loaf of white bread to a squaw who was hungry. He also professes ignorance of such ordinance.

The honorable court nonsuit the plaintiff for lack of evidence and condemn him to pay the costs of the proceedings.

Idem, plaintiff, against Anthony Lespinard, defendant.

[406] The plaintiff demands of the defendant a fine of 50 gl. in beavers for having sold bread to the Indians on Sunday, during the preaching, in violation of the ordinance of August 26, 1665, and says further that he warned the defendant not to do so, whether to Christians or to Indians.

The defendant admits that he sold bread to the Indians as the plaintiff alleges, but he denies that the plaintiff warned him not to sell to the Indians and says that he never heard of such ordinance.

The honorable court, considering that the defendant has neither obeyed nor observed the sheriff's warning, condemn him to pay a fine of 12 gl. in seawan, *cum expensis*.

Richard Pretty, as sheriff of Albany, and Ludovicus Cobes, as sheriff of Schaenhechtady, plaintiffs, against Barent Ackerstaff, defendant.

Case according to the minutes of January 7, 1678/9. The defendant was ordered to produce his evidence in disproof of the plaintiffs' accusation. He produces an affidavit of two credible witnesses, Frans Harmens and Johannes Cleyn, who declare that the defendant left the house of Frans Harmense, where he then boarded, holding in one hand the bare knife and in the other a piece of ham and bread, which he was eating. A little later they saw him before the door of Marritie Dame, where Jan van Eps struck him with a piece of wood.

The honorable court, having considered the matter, by virtue of the aforesaid affidavit declare the defendant not guilty and condemn Jan van Eps to pay the costs of the trial, as he struck the defendant without cause.

Juffrouw Marie van Rensselaer requests their honors to be

pleased to appoint two referees to go to Claverack to select a suitable place near Gert. Visbeek's where those who live in the interior may erect a house for their accommodation near the strand.

The honorable court will take the matter under advisement and render a decision on the next court day.

[407] Extraordinary session held in Albany, February 6, 1678/9

Present:

Mr And. Teller
Mr Marte Gerritse
Mr Dirk Wessels
Mr Corn. van Dyk
Mr Teun. vandr. Poel
Mr Joh. Provoost
Rich. Pretty, sheriff

After deliberation it is decided and resolved that at the first opportunity the constables are to measure the city stockade and make a new apportionment as to the number of posts which each citizen according to his station is to keep in repair, as the old list cannot be found. And they are to warn and notify the inhabitants at the first opportunity, in order that they may make preparations to comply with this ordinance. *Actum* at our session, *datum ut supra.*

Before the court appeared Dom. Gid Schaats, Jan Vinnagen, elder, and the two deacons, Mr Jan Janse Bleeker and Mr Hend. Cuyler, representing the reverend consistory, who voluntarily, without any inducement, promised to convey and to execute a proper deed for the house now occupied by Domine Gideon Schaets, to serve hereafter as a dwelling house of the minister of Albany, for the benefit of the congregation of the Reformed church here, since the house was built out of the poor fund. And as the said house is now out of repair, the honorable court promise to repair it and to keep it in proper repair, so as to be suitable for a minister's residence, for which purpose it will be conveyed.[1]

[408] Ordinary session held in Albany, March 4, Anno Domini 1678/9

Present:

Mr A. Teller
Mr M. Gerritse
Mr D. Wessells
Mr C. van Dyck
Mr Hend. van Ness
Mr J. Provoost
Mr Teun. vand[r]. Poel
Mr R. Pretty, sheriff
R. Livingston, secretary

John Harris, plaintiff, against Harme Janse, defendant.

The plaintiff demands of the defendant 13 schepels of wheat and 1 schepel of maize for goods delivered to him.

The defendant admits the debt.

The honorable court condemn the defendant to pay the plaintiff the 13 schepels of wheat and 1 schepel of maize demanded within the space of 14 days, *cum expensis*.

Harme Janse, plaintiff, against John Harris, defendant.

The plaintiff, as attorney for his mother, Dirkje Harmense, demands of the defendant one beaver received by him, for which he was to deliver a pair of leather breeches, but which he has failed to do. Also 8 gl. in seawan for bacon and meat delivered at Kinderhoek.

The defendant says that the breeches are ready and offers them to the plaintiff. He acknowledges that he bought 8 gl. seawan's worth of meat from the plaintiff, but thinks that he owes nothing for it, as he was at great expense as to men and a canoe to get the wheat at Kinderhoek, which they had to deliver here.

The honorable court, having carefully considered the matter, order the plaintiff to be satisfied with the breeches if they were made according to the agreement, but they condemn the defendant to pay the 8 gl. in seawan to the plaintiff within the space of

14 days, *cum expensis.* As to the claim about expenses, the defendant may bring an action against them on the next court day.

[409] Pieter Meuse, plaintiff, against Dirkie Harmense, defendant.

The plaintiff demands of the defendant fl.81:11 in seawan, to wit, fl.75:7 in seawan according to the note signed by her in his book and 6 gl. 4 st. for expenses.

Default of the defendant.

The honorable court condemn the defendant to pay the sum of fl.81:11 in seawan to the plaintiff within the space of 14 days, *cum expensis.*

Jan van Loon, plaintiff, against Reynier Schaets, defendant.

The plaintiff asks of the defendant for work done by him the sum of 30 gl. in seawan, *cum expensis.*

The defendant answers that he owes no more than fl.28:10 in seawan and that last April he agreed with the plaintiff that he would pay him this winter with 6 schepels of wheat, which were delivered to him at Schinnechtady in his sleigh by the defendant's wife, but which were refused by him.

The plaintiff in reply says that he never made any such agreement with the defendant.

The oath having been deferred to the defendant, he swears that the plaintiff made such an agreement with him. Their honors therefore adjudge that the defendant can satisfy the debt by means of the 6 schepels of wheat and as the plaintiff has refused to accept them, he is condemned to pay the costs of this suit.

Gabriel Thomson, plaintiff, against Reynier Schaets, defendant.

The plaintiff demands of the defendant the sum of fl.127 in seawan for merchandise delivered to him.

The defendant acknowledges the debt.

The honorable court condemn the defendant to pay the sum of fl.127 in seawan to the plaintiff within the space of 14 days, *cum expensis.*

Marte Crygier, Junr., plaintiff, against Ludovicus Cobes, attorney for Pr. Adamse, defendant.

[410] The plaintiff asks of the defendant, by virtue of a certain mortgage executed here by Pr. Adams on August 16, 1678,[1] the sum of 42 gl. in beavers and 6 schepels of wheat.

The defendant says that he was not notified of this until the other bonds had been written, but he can have most of his money now, as the house was sold on the part-payment plan. And whereas the commissaries of Schinnechtady have passed an ordinance that wheat is not to be sold there higher than at the rate of 5 schepels to the beaver, he requests how he is to regulate himself with reference to the purchase money of the sale.

The plaintiff in reply says that Pr. Adamse notified the defendant himself of it and made a note of it and showed this to the plaintiff.

The honorable court, having duly considered the matter, approve the mortgage executed here and therefore grant the plaintiff the right of preference. They order the defendant to pay the plaintiff the sum of 42 gl. in beavers according to the market price of wheat here, and this *pro rata* to the payments, as the house was sold on the instalment plan.

John Gilbert, appearing in court, requests their honors to be pleased to authorize some one to take charge of the estate of his father-in-law, Arent van den Bergh, deceased, as his mother-in-law, being addicted to drink, might neglect everything and then become a charge upon him or the community.

The honorable court hereby request and authorize the constables of this city to inquire into the estate left by the said Arent van den Berg and with the secretary to make an inventory thereof and to report to their honors on the next court day.

[411] Renovacon of Former Proclamacons

The Worshipfull Commissaries of Albany, Colony of Renselaerswyk and Schaenhechtady, to all to whom shall see or hear these Presents Redd, greeting, doe Lett all know, Whereas it is

[1] See *Early Records of Albany*, 2:29–30.

in fresh memory, and in ye Remembrance of all Poeple here, that upon diverse wayes and wt. a good intent, diverse Proclamacons have been Publish'd in order to a good Reformacon of all faultes and misdemeanors concerning the handel or trade wt. Indians and other cases, which notwithstanding of all ye meanes used, to Prevent ye same yet Poeple doe dayly by Subtile and crafty meanes and Inventions Transgresse, doe therefore finde themselves oblidged and necessitate to Renew and Publish the former Order thereanent, as follows, vist:

1 That all Persons whatsoever are hereby in his Majs. name forbidd to trade wt. Indians directly or indirectly, without ye Gates of ye toun of Albany, forfeiting whatever is found anywhere vendable to Indians, except Provisions for our and there Accommodacon as by ye Proclamacon of ye 16 June, 1677 is forther mentiond.

2 No Person whatever either Burger or farmer, shall Presume to Receive or take any Bevers or Peltry off Indian or Indians, without ye toun of Albany, upon no Pretence whatever, either of debt or any thing else, upon Pain of forfeiting ye Same.

3 None of ye Inhabitants of Albany shall for ye future upon ye Arrivall of any Indians, addresse or transport themselves by or nigh ye Indian houses, neither within or without ye gates, call upon or make any signes unto any Indian or Indians directly or Indirectly, and whosoever shall Transgresse is to pay 25 gl. Z to ye Sheriffe.

4 No Persone whatever is hereafter to send out, or use any Brokers in ye Indian Trade, neither Christian or Indian, neither are they to approach to ye Indians by night nor Receive Bevers then in there houses, nor Entertain any Indian in there houses, after the Bell Rings at 8 oClok in ye Evening, upon Pain of forfeiting of f50: Z

[412] 5 No Persone whatever is to trade wt. Indians upon ye Lords Day directly or Indirectly upon Pain of forfeiting 50 gl. Bevr.

6. Neither shall any Persone sell any food or victualls in ye time of Sermond on ye Lords Day, but after sermon w^t^. shutt shopps, upon forfeiture of 12 g^l^. Z

7 Likeways the wheat bread which ye Bakers sells to Christians shall for ye future weigh one Pound, and be sold for 6 st. Zew^t^. upon Pain of forfeiting, all such bread, as shall be found too Light, and 12 g^l^. Z more and above.

8 The Burgers of Albany are hereby Expressly ordred to clear there Streets of all wood, and that before P^mo^. April next ensuing, at ye Furthest upon Pain of forfeiting 25 g^l^. Z.

9 That whereas his hon^r^. ye Gov: Genl. did Publish an Order ye 19th. April 1677 Concerning ye Ringing of hoggs, which is not duely observed, wee doe therefore Expressly Order, that every one in and about Albany, shall in ye Space of eight dayes, Ring there hoggs, and keep them sufficiently Ring'd, that they may doe no Dammage in Rooting up ye Grasse, upon Pain of forfeiting all such hoggs, which shall be found not Ring'd.

10 The Worshipfull Court takeing notice that many Controversies and Disputes dayly doe arise by Poeples negligence in not demaunding there transports or Conveyances of houses Lotts or Landes, in this Jurisdiction, which have often times been Paid for long agoe, we doe hereby Expressly in his Maj^s^. name order and Declare, that all Persones who have bought and Payd for there houses Lotts or Landes in this Jurisdiction, doe in the Space of twoo Monthes that is before ye 5th of may next Ensuing, obtain Transports or Conveyances, of there houses, Lotts or Landes, upon there utmost Perrill to default. *Actum* in our Court house and Publishd this 5th day of march 1678/9

By Order of ye Court

Ro^t^: Livingston, Secr.[1]

[1] The Dutch text of the proclamation occupies pages 413–14.

[415] List of the persons who are to keep in repair the posts set around the town fence, beginning at the gate opposite the new fort, northwards, and so back to the said gate, viz:

Nos		Rods	Nos		Rods
1	Mr Marte Gerritse	3	43	Jacob van Vorst	1½
2	Annetie Goosens	5½	44	Jochim Ketelheyn	1
3	Dirk Wessells	3½	45	Symon Volkertse	1
4	Myndert Harmense	3½	46	Hend. Bries	2½
5	Johannes Wendell	3½	47	Adriaen Ilpendam	1
6	Pr. Soo gemackelyk	1	48	Taekel Dirkse	1
7	Wouter Albertse Uthoff	1½	49	Paulus Martense	1
8	Gerrit Lansing	2½	50	Leendert Phillipse	1
9	Dirk Hesselingh	1	51	Pieter Meusen	3
10	Jurian Groenwout	2	52	Albert Rykman	2½
11	Geertruy Vosburgh	2	53	Jan Salomonse	1½
12	Jan Nack	1	54	Harme Gansevoort	2
13	Jan Janse Bleeker	3½	55	Harme Janse Weever	1½
14	Luycas Gerritse	2	56	Abraham Staets	3
15	Abraham van Tricht	2	57	Johannes Rooseboom	1
16	Dirk Albertse Bradt	2	58	Gerrit Swart	1
17	Myndert Frederikse	3	59	Gerrit van Ness	3
18	Gerrit Hardenbergh	5	60	Harme Thomase	1
19	Jan Lansingh	4	61	Mr Saml. Willson	3
20	Frederik Phillipse	5	62	Jan Trompetter	3
21	Robt. Sanderse	4	63	Hend. Martense	1½
22	Omy de la Grangie	3	64	Jacob Voss	1½
23	Gerrit van Slichtenhorst	3½	65	Robert Gardiner	1
24	Thom. de La Vall	2	66	Willem Gysbertse	1½
25	Claes van Rotterdam	2	67	Corn. Gysbertse	1½
26	Jan Gaw	2	68	James Penniman	1½
27	Teunis de Metselaer	2	69	Jurian van Hoesen	1
28	Barent Myndertse	2	70	Ryck Claese	1
29	Jan Ouderkerk	2	71	Jan Harriss	1
30	Evert Wendel Junr	1	72	CornS. Shelluyn	1½
30	Stoffel Janse Abell	4	73	Harme Burgers smitt	2
31	Hans Heyndrix	4	74	Jacob ten Eyck	2
32	Jan Hendrix Bruyn	3½	75	Isaak Verplank	1½
33	Claes Ripse van Dam	2½	76	Pieter Lassingh	2½
34	Marten Criger	3	77	Zybrant van Schayck	2½
35	David Schuyler	3½	78	Pr. Schuyler	2½
36	Pr. Lokermans	2	79	Claes Janse Stavast	2
37	Jacob Abrahamse	2	80	Joris Hethcoat	2
38	Jan Andriese	2	81	Mr. Paterson	1
39	Juffr. Maria van Renselaer	3	82	Jan de Vries	2½
			83	Gerrit Visbeek	1½
40	Jan Byvank	3½	84	Anthº. Lespinard	3½
41	Jan de Backer	1	85	Tierk Harmense	2
42	Jacob van Laer	1½	86	Jacob Staets	1½

Nos		Rods
87	Wm. Loveridge	3½
88	Wm. Loveridge Junr	2
89	Robert Livingston Secr.	2
90	Mr Ands. Teller	5
91	Phillip Schuyler Capt.	6
92	Adriaen Gerritse	4
93	Jacob Schermerhooren	3
94	Antho. van Shayk	2½
95	Timothy Cooper	1½
96	Pr. Bogardus	1½
97	Volkert Janse	2
98	Rich. Pretty	2
99	Jan Becker	1
100	Jan Albertse Bratt	1
101	Jacob van Noorstrant	1
102	Harmen Ruttgers	3½
103	Jochim Staets	2½
104	Jochim de Backer	2
105	Ryer Shermerhooren	3
106	Wm. Teller	5
107	Maes Cornelise	1½
108	Jacob Tyse	1½
109	Lamt. van Valkenburgh	1
110	Evert Wendel	1
111	Frans Janse Pruyn	2½
112	Jan Gilbert	1
112	Storm vander Zee	1½
113	Gerrit Banker	5½
114	Jan Cloete	5
115	Rutt Aertse	3
116	Mr Corn. van Dyk	3
117	Johannes Witthart	3
118	Evert Janse Cuyper	2½
119	Hans Dreeper	1
120	Jeronimus Wendell	1½
121	Aernout Corn. Viele	2½
122	Jacob Lokermans	3½
123	Johannes Provoost	2½
124	Jurian Teunise	2
125	Teunis Slingerlant	1
126	Hend. Gerritse	1
127	Harme Bastiaense	2
128	Robert Story	4
129	Lawrence van Ale	3
130	Evert Luycasse	1
131	Johannes d'Wandelaer	3
132	Jan Vinnaegen	2½
133	Hend. Lansingh	2
134	Carsten Frederikse	4
135	Gerrit van Shayk	2½
136	Wynant vander Poell	4
137	Melgert vander Poell	2½
138	Gabriel Thomase	3½
139	Hendrik Cuyler	5
140	Brant Schuyler	2½
141	Harme Vedder	1½
142	Marritie Dame van Nesse.	2
143	Jacob Sanderse Glenn	2½
	Rods	341½

The following have not yet any lot:

	Corn. Steenwyk	3
	Annetie Evertse	1
	Hend. Rooseboom	2

The above list was made by the constables, Johannes Wendell, Jacob Sanders and Gerrit Lansing, and examined and approved by the honorable court and is recorded in order that hereafter every one may regulate himself accordingly. *Actum* in Albany, March 5, 1678/9

[417] Ordinary session held in Albany, April 1, 1679
Present:

Mr M. Gerritse
Mr D. Wessells
Mr C. van Dyk
Mr H. van Ness
Mr Joh. Provoost
Mr Teun. vand^{r}. Poel
Mr Pretty, sheriff
Robt. Livingston, secretary

Sweer Teunise, plaintiff, against P^{r}. Pieterse van Waggelen, defendant.

The plaintiff demands of the defendant fl.310:17 in beavers for the remainder of the purchase price of the farm occupied by the defendant.

The defendant denies that he owes so much and produces a counter claim.

Their honors authorize and request Mr Jan Janse Bleeker and Jacob Sanderse to examine and liquidate the accounts of the parties. After examination of the accounts, they report that the defendant still owes fl.140:10 in beavers.

The honorable court condemn the defendant to pay the sum of fl.140:10 in beavers to the plaintiff within the space of 14 days, *cum expensis.*

Wynant Gerritse van der Poel, plaintiff, against Dowe Aukus, defendant.

The plaintiff presents a written declaration, stating that the defendant on June 4, 1678, obtained a judgment against the plaintiff, requiring him to deliver to the defendant 50 boards, on the defendant's allegation that he, the plaintiff, had received as many boards from those which were delivered to him by Tierk, which is a great mistake, the plaintiff having never touched the same. He acknowledges, however, that he attached the boards which Tierk had delivered to him by virtue of the agreement made between them, but he says that the day after the attachment was placed upon them they amicably divided the boards in the pres-

ence of Jacob Tyse and Claes Janse Stavast, [418] and that then immediately 250 boards were counted and laid aside for Dowe and marked by the referees. All of which is testified and sworn to by Claes Janse Stavast and Jacob Tyse.

The defendant undertakes to prove that Wynant delivered some of the defendant's boards which bore the defendant's mark.

The honorable court put over the case to the next court day, when Tierk is to be present also.

Mr Rich. Pretty, plaintiff, against Dowe Aukus, defendant.

The plaintiff demands of the defendant 370 gl. in seawan for excise money and a fine of fl.100 in seawan.

The defendant says that he offered the plaintiff beavers, which he will not accept at more than 22 gl. in seawan apiece.

The honorable court condemn the defendant to pay the 470 gl. in seawan demanded within the space of 14 days, *cum expensis*, with the understanding that the plaintiff is to be satisfied with good merchantable beaver skins, weighing 5/4 Dutch lbs. at 24 gl. in seawan apiece.

Whereas Mr Abraham van Tricht has remonstrated to us that the persons who attached the effects of Capt. Bakker in his custody are not satisfied with such goods in payment for the house as his contract with the said Backer calls for, consisting largely of tar, the honorable court adjudge and decide that Mr Abraham aforesaid may pay in such goods as are specified in the contract of sale of the house, but the creditors of the said Backer whose bonds mention seawan are not obliged to accept tar at more than in good faith it shall be considered worth by impartial men.

Mr Rich[d]. Pretty has sworn to an account against the estate of Joris Hall deceased, amounting to the sum of fl.204 in seawan.

Gabriel Thomson has sworn to an account against the estate of Joris Hall, deceased, amounting to the sum of 17 beavers and 20 gl. in seawan.

[419] Baefie Pieterse, appearing in court, says that a separation of bed and board has taken place at Schaenhechtady between

herself and her husband, Jan Roelofse, as it is not possible for her to live any longer with him. And whereas the court of Schaenhechtady have appointed three referees to consider the matter and they have decided that each one is to have one-half of the property, which decision is approved by the court there, notwithstanding he has contributed nothing toward the common property and has been the *causa movens* of the separation, she addresses herself to their honors with the request that she may provisionally remain in possession and that he may be enjoined from entering her house, promising to appear on the next court day to prosecute her case.

The honorable court give for answer that they will write to the court of Schaenhechtady that provisionally, until further order, the property is to remain attached.

After deliberation it is decided and resolved that whereas the lot of Wynant Gerritse, on which his dwelling house stands, has this day been measured by the city surveyor (*roymeester*) and is found to contain 7 feet, 3 inches more in front, on the street, and 7 feet 10 inches more in the rear than is specified in his patent, said Wyn^{t}. Gerritse is to produce legal proof within three times 24 hours how he got possession of the excess land; otherwise, it will belong to the city.

John Lambertse is at his request released and discharged from his office of deputy sheriff at Kinderhoek, being thanked for his services, and Adam Dingeman is appointed in his stead for one year. Jan Tyse and Jan, the weaver,[1] are likewise appointed for one year as supervisors to assist him and they are asked to come here at the first opportunity to take the oath.

Mr. Rich. Pretty, sheriff, complains that Jan Gow has not hesitated on the Sabath to take his goods with his sleigh and two horses to his canoe to go shooting.

Jan Gow says that it was after divine service.

The honorable court condemn him to pay a fine of 12 gl. in seawan for the benefit of the sheriff.

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[1] Jan Martensen.

[420] Whereas the honorable court have found and daily do find that many burghers of this city and inhabitants of the colony fail to pay their annual tax established by his honor to pay the city's expenses, notwithstanding that they have been several times warned to pay the same upon pain of execution, all of which tends greatly to the detriment of the community;

Therefore, it is resolved that the sheriff, Richard Pretty, shall be given full power and authority, as we hereby do give him full power and authority, at the first opportunity to levy by way of execution all the arrears of the 200th penny of the Governor as well as of the local taxes, without favor or deceit. Everyone of his Majesty's officers are likewise ordered to assist him at their peril. *Actum* at our session this first of April, 1679.

Was signed: Dirk Wessells

Whereas the sheriff, Mr Rich. Pretty, has remonstrated to us in writing that the negress of Major Ab^{m}. Staes, named Mary, is again pregnant and in the last stages of pregnancy and that Cornelis, the baker, who is also a servant in the aforesaid house, has already twice paid a fine to the preceding sheriff for having slept with her, and that for this reason he has made several trips to Claverak to examine her as to who is the father of her child, in reply to which she stated with many lies that she did not know, all of which creates much suspicion against the said Cornelis, therefore, he requests *ex officio* that she may be constrained, according to the extreme rigor of the law, to declare in her extreme need who is the father of her child.

The honorable court, having taken the matter under consideration, adjudge and decide that Volkje van Hoese shall be sworn to ask her faithfully and make her confess in the throes of childbirth, as is customary in such circumstances, who is the father of the child, and the sheriff is hereby authorized to administer the oath to her and also to order one or two other trustworthy women to be present at the childbirth, in order to look carefully into the matter, and then at the first opportunity to report to their honors, the said women to be summoned by Major Abraham.

[421] Proclamacon

The worshipfull Commissaries of Albany Colony Renselaerswyk and Schaenhechtady, To all to whom shall see or hear these Presents Red, sendeth greeting. Whereas wee doe finde by woefull Experience, how small Regard is had to ye Lords day, by the Inhabitants of this Place, soe that scarce any distinction is to be seen betwixt (and doe care Litle whether they doe any Ordinary work on) that day or any other days, others make use of ye same for there Recreation and Pleasure, w^t^. Rideing, Playing, Sayling, &^ca^. and the like, which is not only contrare to ye former orders and Proclamacions, which are not observed nor Reguarded, to ye Great dishonnour of God, who hath Preserved us from those Plagus, which others of our neighbours have been visited w^t^all, likewayse Prejudiciall to ye Peace and Quietnisse of ye good Inhabitants, as likeways prejudiciall and to ye disparragement of ye Authority and Quality of ye worshipfull Court, Therefore we are necessitate to Prevent such misdemeanours and doe Renew ye former orders thereabouts, and doe forbid by these Presents, that none shall for ye future, doe any ordinary work, upon ye Lordes day, as Plowing, Sowing, mowing, Building, sawing, cutting wood, all smithes work, bleeching, Bakeing, hunting, shooting, fishing, drinking in Tavernes, Rydeing, Sayling w^t^. boates or Canoes, Playing at cardes, Trap ball & nickers or any other work or Exercyse; which shall be lawfull on other days, and that throughout the whole day, from ye morening to ye Evening upon Pain of forfeiting 6 g^l^ Z to ye Sherife, for ye least fault, or further fine, according as ye Court shall judge meet, and as ye meritt of ye Cause may Require

The Court being inform'd that there are diverse Persones who keep a fire in ye summer time, upon there yard or in there stabel, where there is not ye least Chimney, to ye great danger of fire, &^a^. therefore doe hereby expressly forbidd to all Persones in this toun, thee keeping of fire in any place without there house, Except there be a good chimney made with Brikk or Stone, for ye better Preservation of there houses and Preventing of further dammage upon ye Penalty of 25 g^l^ Z

Whereas there was an order Publishd ye 5th of march last, concerning ye Ringing of hoggs, which is not yet duely observed by many, So it is, that ye Court doe warne Every Persone by these Presents once more that they may Ringh there hoggs in the time of 24 houres, or otherways all hoggs found unringhd shall be forfeited, and it shall likeways be free for any body to kill them, and ye Ouner shall not Recover any dammage *Actum* in our Court house this 2d of April 1679.[1]

[423] Whereas some dispute has arisen between Jan Cloet and Harme Bastiaense, carpenter, about the value and the payment for some work which the said Harme Bastiaense did on the outside of said Cloet's new house, in addition to what was called for by the specifications, about which complaints have been made to us, it is resolved that the specifications shall be handed by the parties to Stoffel Janse Abell and Pr. Lokermans, carpenters, in order that they may appraise impartially the work which Harme has done and report to us at the first opportunity what he has earned in doing so.

April 15, 1679

The report of the aforesaid carpenters is as follows:

Capt. Jan Cloet must pay Harme Bastiaense 36 gl. in beavers for the work and the expenses incurred by him.

The honorable court approve the foresaid award and order the said Cloet to pay the same, upon condition that the said H. Bastiaense shall start the remaining work on the 28th of this month and finish the same according to the contract.

[424] At a Councell held in New Yorke Augst. ye 23th. 1678

Ordered that for ye future no Persone shall trade wt. ye Indians att Albany, but ye Inhabitants there Nor none of Albany to be merchants and trade oversea.

That all freemen of N: York who are allowed to goe up ye River, may sell to or trade wt. Christians att Albany, Paying ye

[1] The Dutch text of the proclamation and the two orders follows on p. 422–23 of the record.

Usuall dutyes as formerly, and former Priviledges Continued for those of Albany at N: Yorke.

By order in Councell
Matthias Nicolls, Secr.

To ye Commandr. & Magistrates
of ye Court att Albany[1]

[425] By the Governr.

Whereas there was last yeare an allowance of a Persone att Albany who migt upon occasion of difference view Flower, but since Pretended to be Imposed upon all, thogh not Intended, and haveing Prooved Inconvenient, chargeable and Prejudiciall,

I doe hereby signify and declare, that there is no obligacon, or is available for any Persone to have flower or bread view'd att Albany, or other Pairts of ye outt Tounes, or Countrey, butt all Persones att there Liberty, and upon any difference, may chuse any Indifferent men (Except Bakers); Bread & flower for ye Places Supply, to be Regulated by ye magistrates or officers, but in Sea Port tounes Sell flower or Bread for Exportacon, in which all due Care to be taken both for choyce and Packing, in ye said Port Tounes as formerly or any the strictest lawfull meanes to Prevent Abuses, which Imports ye Generall Concerne of ye whole Countrey, of which all Persones to take notice, and Conforme themselves thereunto accordingly. Given under my hand in N: York this 11 April 1679

Sic subscribitur
E. Andross

Past ye Office
Matthias Nicolls, Secr[1]

[426] Albany, April 21st, being Easter Monday, the commissaries met and caused the preceding orders to be read and posted in English and in Dutch.

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[1] The Dutch text follows in the record.

Albany, April 30, 1679

Whereas the sheriff, Mr Pretty, on the 1st of this month obtained an order to administer the oath to Volkje van Hoese to ask the negress of Major Ab[m]. Staes in the throes of childbirth who is the father of the child, but the said negress was delivered before he arrived at Claverak to execute the same, although Volkje van Hoese nevertheless was present;

It is resolved that Mr Pretty, sheriff, shall be given full power and authority to administer the oath to the said Volkje van Hoese, in order that she may declare the truth as to what the negress said in the throes of childbirth, the sheriff having power and authority to bring the person whom the negress accuses and declares to be the father here to Albany, to answer for the matter.

[427] The oath of Volkje van Hoese regarding the negress, Albany, May 2, 1679

Volkje van Hoese being sworn in the presence of two commissaries, Mr Marte Gerritse and Mr Joh. Provoost, to state the real truth as to what she heard from the negress of Maj. Ab[m]. Staes in the throes of childbirth, declares that she asked the said negress in her labor pains: "Who is the father of this child?" The negress answered: "Oh, my children; he who is the father of one is also the father of the other," and she prayed her mistress Juffr. Staes for forgiveness, for having used her so badly about the matter.

Extraordinary session held in Albany, April 30, 1679

Present:

A. Teller
M. Gerritse
D. Wessellss
C. v. Dyk
H. v. Ness
J. Provoost
T. Spitsenberg

The burghers of this city and the inhabitants of the colony of

Renselaerswyk have presented the following petition concerning overseas trade, viz:

> The humble petition of the burghers and inhabitants of Albany, colony of Renselaerswyck and places adjacent thereto to the honorable commissaries

Show with due reverence, the underwritten petitioners, in the name and on behalf of the burghers of this city and of the inhabitants of the colony, that they have heard read or seen posted a certain order in council issued at New York on the 21st of this month, providing that no merchants at Albany whatsoever are to do any business or carry on any trade [428] overseas, which is greatly tending to the prejudice and loss, yes, the entire ruin of this place, being contrary to all laws and statutes and very detrimental to the prosperity of this place and its inhabitants, it being a matter which heretofore has never been questioned, but a privilege which has always been enjoyed in all parts of His Royal Highness's territories, upon payment of such imposts and custom duties as it has pleased His Royal Highness or his lieutenants to impose upon them, which they have never refused to pay, but on the contrary have always paid in proportion to their ability, yes, even more than those of New York have paid.[1]

Secondly, this privilege, being the principal one, was unquestionably confirmed among others by the Right Honorable General Sir Edmond Andross upon his arrival, as may be seen from the first and second order, and more particularly renewed and granted in the month of June of the year 1676, when there was a discussion with his honor about the said matter. Also, that those of New York infringe on our rights and privileges by making opportunity to trade with the Indians, about which the burghers of this city presented a humble petition to the governor, who made thereon the following apostil: "All the former privileges are confirmed and no one may trade with the Christians by the small measure, or in any manner with the Indians, unless he be a burgher or freeman."

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[1] In the margin was written: "N. B. the 3% up the river, 20 stivers on the hogshead of rum; the great excise."

Furthermore, it is to be observed that:

1 The trade with the Indians daily weakens and diminishes, being in the hands of 20 or 30 persons, and can not possibly support this place or its inhabitants.

2 Many of the inhabitants have made their arrangements and preparations to ship flour, wheat and other grain across the sea, in order to bring trade and prosperity into this place and the colony, seeing that if they take the same to New York they can not get more for it than the merchants there are willing to give, as can be shown by several examples.

3 It is an ancient privilege of the inhabitants of this city to trade over seas, as can be shown sufficiently by the letters of denization granted by the former governors to some of the inhabitants here.

4 If none of the inhabitants of Albany may be over sea merchants or traders, they will have to sell their beavers at such low prices as those of New York will be pleased to give, and consequently pay for all their merchandise, both Indian and Christian trading goods, as much as those of New York may be pleased to demand, in which case they will not be in a position to attract the Indians, who may then easily go to Canada and deprive this place of the trade, which can not be of any advantage to the colony, but will tend to the considerable loss, detriment and prejudice of Albany.

[429] 5 It will be a great loss to us and our children after us if we are deprived of such statutes and privileges. Yes, many of the inhabitants who can neither trade nor do any manual labor will have to leave, also to the great prejudice of mechanics in every respect.

6 As to the inspection of flour, we trust that no fraud has ever been discovered about the flour which has been shipped from here anywhere since Albany obtained the privilege in the year 1677. If the flour which goes thither must be dumped and repacked and then lie there until the merchants please to buy it, we having no privilege to ship it, it will tend to our great loss and the ruin of the entire place.

7 Truly, Albany should be encouraged by the extension of her privileges rather than that the same should be abridged or that

she should be totally deprived thereof, lying at the extreme limit of the colony in the west, in great peril, as is well known to every one. Yes, in case of fire alarm or in times of war (which may God prevent) with Christians as well as Indians, we must immediately bear the brunt and risk our lives and property in defense, whereas many private merchants, who perhaps greatly envy us in this matter, are exposed to little risk.

8 Truly, no right minded persons can be of opinion that the abridgment of our privileges can be of any benefit or profit to the colony. We have taken the oath of supremacy and allegiance, which many in the colony have not taken in that manner. We therefore claim and appropriate to ourselves all such privileges which any others of his Majesty's subjects in this colony can claim or appropriate to themselves.

In conclusion, we urgently request your honors duly to consider our aforesaid humble petition and as advocates of our privileges to communicate the matter to the right honorable governor, to the end that the aforesaid orders may be revoked, and we shall always pray for his honor's and your honors' prosperity

Was signed: Stoffel Janse Abeel
Hend. Cuyler
David Shuyler

The honorable court grant for apostil that they will communicate the matter to the right honorable governor by two of their number, whom they have for that purpose dispatched with letters of recommendation to his honor, to whom the matter is referred absolutely. *Actum* at our session, this 2d of May, 1679.

By order of the court
Ro. Livingston, Secretary

[430] Present:
A. Teller
M. Gerritse
D. Wessels
J. Provoost
H. v. Ness
T. vand[r]. Poel

Albany, May 2d, the commissaries met about the matter of the petition and deemed it necessary to delegate two of their number to his honor with letters of recommendation. Having drawn lots for that purpose, the choice fell on Mr A. Teller and Mr Marte Gerritse, but Mr Gerritse not being any too well, Mr Dirk Wessells took his place. Which gentlemen were dispatched this day to use every possible means to have the order revoked.

Ordinary session held in Albany, May 6, 1679

Present:

Mr Marte Gerritse
Mr Hend. van Ness
Mr Joh. Provoost
Mr Teus. vandr. Poel
Rich. Pretty, sheriff
R. Livingston, secretary

Capt. Tho. de Lavall, plaintiff, against Jan Thomase, defendant.

The plaintiff demands of the defendant by balance of account the sum of fl.398:13 in beavers, for goods and merchandise delivered to him fully eight or nine years ago, the account of which he offers to swear to. The plaintiff says further that he has called upon the defendant to pay for the said account, who says that he has no objection to it whatsoever, except that he has paid 35 schepels of wheat on account, which the plaintiff denies.

Default of the defendant.

The honorable court condemn the defendant to pay the aforesaid sum of fl.398:13 in beavers to the plaintiff within the space of 14 days, *cum expensis*, but if the defendant can prove that he paid the 35 schepels of wheat mentioned by the plaintiff the same are to be deducted from the foresaid sum.

[431] Capt. Tho. de Lavall, plaintiff, against Carsten Frederikse, defendant.

The plaintiff as attorney for his son-in-law, Mr Wm. Darvall, demands of the defendant fl.144:15 in beavers for freight and goods delivered to him in the year 1672, which sum he asked the

defendant to pay, who first denied everything, but who afterwards said that he had paid 50 schepels of wheat on account.

Default of the defendant.

The honorable court condemn the defendant to pay the said sum of fl.144:15 in beavers to the plaintiff, *cum expensis*, and if he can produce sufficient proof that he paid on the said account the 50 schepels mentioned by the plaintiff it will be accounted to him as valid payment.

A petition is presented by Mr Jan Verbeek, attorney and grandfather of Pieter Viele and his wife, praying their honors to be pleased to grant him the right to appeal from a certain judgment pronounced at Shaenhechtady against the said P^r^. Viele under date of January 16, 1678/9, regarding some meal which his wife was said to have taken from the mill, etc.

The honorable court, having examined the petitioner's request and the judgment, recommend the case to the honorable commissaries of Shanhechtady, to revise and duly consider the same and make further investigation in order to prevent all further trouble and expense.

Marte Crigyer, plaintiff, against Jan Thomase, defendant.

The plaintiff demands of the defendant the sum of fl.134 in seawan and fl.134:18 in beavers for goods delivered to him according to his account.

Default of the defendant.

The honorable court condemn the defendant to pay the said sums of fl.134 in seawan and fl.134:18 in beavers to the plaintiff within the space of 14 days, *cum expensis*.

[432] In the matter of Wynant Gerritse and Dowe Aukus regarding 50 boards, according to the minutes of the first of April last, when Tierk Harmense was ordered to appear also, he being now present and everything having been examined, it is ordered that the loss of the 50 boards, which were stolen from the 250 boards, shall be borne by Tierk Harmense and Wynant Gerritse, that is to say, Tierk is to deliver 40 boards to Wynant and the other 10 boards Wynant is to lose, and the costs are to be divided in the same proportion, as it cannot be discovered from which pile they were stolen.

Harme Ruttgers, administrator of the estate of Hend. Willemse, deceased, requests that another administrator may be appointed besides himself, his partner, Storm van der Zee, having died, in order that the estate may be administered properly.

The honorable court request and authorize Mr Adriaen van Ilpendam to be administrator with the forsaid Harme Ruttgers to settle the foresaid estate.

A petition is presented by Albert Bradt, praying that he may be exempt from the payment of all taxes or assessments which he now owes or which hereafter may be imposed upon him, he being an old man.

The honorable court refuse the petitioner's request.

Tim°. Cooper, plaintiff, against the widow of Tho. Powell, deceased.

The plaintiff, as attorney for his father, deceased, demands payment of a bond executed by her deceased husband on June 16, 1666, in the sum of £5 sterling and one black beaver.

The defendant says that some goods were left with the plaintiff's father as security for the payment.

The plaintiff replies that the goods were left as security for the payment of £6, the total amount being at first £11, and the bond is still unpaid. He produces an affidavit of his mother and brother, sworn to at Springfield before Major Pynchon, stating that the foresaid goods were given in payment of the £6 and that £5 and the black beaver according to the bond are still unpaid, Mr Cooper having been ordered to produce such proof by an order of the court dated Sept. 7, 1675.

The defendant offers to produce clearer proof that the goods were left as security and that they were of greater value.

[433] The honorable court grant the defendant 14 days extra time to produce her evidence.

Extraordinary session held in Albany, May 15, A. D. 1679

Present:

Omnes demito Marte Gerritse

The deputies, Mr A. Teller and Mr Dirk Wessels, arrived

from New York and brought the following answer from the governor and council to the petition of the inhabitants of this place and the colony regarding the carrying on of overseas trade, prohibited by an order of the council of August 23, 1678.

At a Councell in New Yorke the 6th day of may 1679

A letter from ye. Court of Albany to ye. Governr. of ye. 2d. Instant wt. an Inclosed Peticon from three Inhabitants Stoffell Jansen, Henry Cuyler and David Schuyler to said Court sent by mr. Ands. Teller, & mr. Dirk Wessells, being read, Complaining of being debarr'd by former and Present Regulacon, and claiming greater Latitude and Priviledges of trade &ca.

And said Agents Teller & Wessells heard in all they could say thereupon, no cause of Complaint appearing, said Regulacons and Orders importing Particularly the Indian Trade (a Prerogative Royall) to there advantage, and none debarrd disposeing of there oun Produce as they see cause, and upon the whole matter the said deputed Mr. Ands. Teller & Dirk Wessells, Praying that no further Proceedings or alteracons be made upon, or as desired by said Peticon and addresse, 'T is Suspended & for ye. Present to remaine as settled, they takeing fitting care to Remedy or Prevent, & no Inconvenience hapning upon there haveing unadviseadly countenanced & deputed [434] for so undisgested and mistaken a Peticon, as themselves finde; And that ye Petitionrs. Stoffel Janse, Hendrik Cuyler, & David Schuyler be forthwith summoned and ordered by the Sherrife to appeare before ye. Governr. and Councell in this Place for further hearing of said matter, In ye meane time nothing to be demaunded, taken or Received upon said Accompt for charges or otherwise from ye Publicque Revenue or any Private Persone whatever.

By Order in Councell
Matthias Nicolls, Secry.

To ye. Commissaries or
Court att Albany[1]

[1] A Dutch translation of this order follows in the record.

[435] Extraordinary session held in Albany, May 19, 1679

Present:

Mr A^{s}. Teller
Mr Gerritse
Mr D. Wessells
Mr Corn. v. Dyk
Mr H. v. Ness
Mr Joh. Provoost
Mr T. v. d. Poell
Mr R. Pretty, sheriff
R. Livingston, secretary

There was read in court the order in council of the 6th instant, in answer to a certain letter sent to his honor on the 2d of this month by the hand of Monsr. Teller and Mr Wessells, recommending to his honor the contents of a certain petition presented to us by the inhabitants of this city and colony, requesting that they might have the privilege and freedom of trading overseas, which recommendation was resented by his honor, so that the matter as a whole is suspended and for the present is to remain as ordered, etc.

And the agents aforesaid reported that his honor suggests two things, to wit:

[436] 1 Whether we prefer a general privilege and freedom to trade and do business overseas;

2 Or whether we desire a special privilege regarding the trade with the Indians.

Which matters the agents can not take upon themselves to answer.

All of which having been duly considered and deliberated upon by us it is unanimously resolved to refer the entire matter to his honor, the governor general, to do therein as his honor in his wisdom and sound judgment shall see fit, which no doubt will tend to the preservation and benefit of the place. And we shall await his honor's resolution in the aforesaid matter.

Steph. van Cortlant requests that those who dwell inland at Claverak may have the privilege of building a house on the strand

for their accommodation, namely, on the land of Gert. Visbeeck, provided they pay for it.

The honorable court hereby order and authorize Major Abm. Staets and Dirk Teunise to go thither and to select a suitable place on which to build a house, to the least detriment of Gerrit Visbeeck and to the best accommodation of the inhabitants foresaid, and if the parties can not agree about the payment of the lot indicated to them, the foresaid referees themselves are to appraise the same, wherewith the parties are to be satisfied. After the payment has been made Gert. Visbeeck is to deliver a valid deed for the said lot.

Capt. Schuyler complains to their honors that Hend. Rooseboom has a certain quantity of stone (*Clipsteen*) lying before his door which is inconvenient to the said Schuyler in connection with the passing of the Indians during this trading season. And whereas the said Rooseboom does not need the same at present, he request that H. Rooseboom may be ordered to remove the same, as it inconveniences him in his trading.

The honorable court order the constable of this city to inspect the place where the stone is lying to see whether it is in the said Schuyler's way and to report immediately to the honorable commissaries, who will take steps to provide therein.

[437] Extraordinary session held in Albany May 21, 1679

Present:

Mr A. Teller
Mr D. Wessells
J. Provoost
Mr Pretty, sheriff
R. Livingston, secretary

Cornelis Michielse, *alias* the baker, having been summoned to court, there was read to him the sworn statement of Volkje van Hoese regarding the negress of Major Abraham Staes, wherein he is accused and charged by the said negress in the throes of childbirth of being the father of the last child, being a girl, as well as of the other children, all of which he totally denies, say-

ing that he is not the father of this child, but is the father of the other children. Therefore, as he acknowledges that he is the father of the preceding children, Mr Pretty, the sheriff, requests that he may be taken into custody, or be required to give sufficient bail for his appearance before the court on the next court day to answer for the deed, as the negress accuses him of being the father of the last child as well as of the preceding children, which gives rise to great suspicion and is very circumstantial.

The honorable court grant the sheriff's request to apprehend him and to keep him in his custody until the next court day, if he can not give sufficient bail in the sum of £100 sterling for his appearance and then order the secretary to write his *mittimus*.

Mittimus

Whereas Cornelis Michielse, *alias* the baker, is accused and charged by the negress of Major Abraham Staes in the throes of childbirth with being the father of a certain child to which she recently gave birth, as well as of the other children, as he himself admits, as shown by the affidavit of Volkje van Hoese, dated April 30, 1679; Therefore, Corn. Michielse is ordered to furnish bail at the secretary's office in the sum of £100 sterling for his appearance before the court of Albany, to answer the charges that will be brought against him in the matter aforesaid. And in case of failure to furnish sufficient bail, Mr Pretty, the sheriff, is hereby ordered to apprehend the said Corn. Michielse and to keep him in custody until the next court day. *Actum* in Albany May 21, 1679.

By Order, etc.

[438] Albany May 28, 1679

Anth°. van Shayk being summoned to appear in court to be examined regarding the beating of a certain soldier of the garrison by the name of Rich. Willson, says:

That the evening before last, about ten o'clock, he went from his house to the brewery and that near the house of Juran van Hoese he met the said Rich. Wilson, who was drunk and said to him: "You rogue, go to your wife." To which Anth°. answered:

"I shall go when I please." Thereupon R. Willson struck at Anth°. and attacked him and butted his head against Anthony's breeches and tore them completely. Anthony then struck him on the head and R. Willson grabbed him by the hair with both hands, but Anthony requested the bystanders to separate them. See further Attestation Book A, folio 11.

Memorandum: A yearling heifer of Jan Bricker was killed by the Indians on the Vossen Kill and he requests that it may be recorded.

Ordinary session held in Albany, June 3, 1679

Present:

Mr A. Teller
Mr D. Wessells
Mr Corn. van Dyk
Mr H. van Ness
Mr J. Provoost
Mr Teu. vand^r. Poel
Mr Pretty, sheriff
R. Livingston, secretary

Jacob Tyse, plaintiff, against W^m. Hollie, defendant.

The plaintiff says that he has had 8 schepels of wheat in the hands of Ger^t. Teunise, belonging to the defendant, attached, which the defendant has now paid for, but he refuses to pay the expenses incurred.

The defendant says that he made an agreement with the plaintiff to pay him in the harvest, which the plaintiff denies.

The honorable court condemn the defendant to pay the expenses as well as the principal.

[439] Andries Albertse Bratt, plaintiff, against Jan Jacobse Gardinier, defendant.

The plaintiff humbly requests the honorable court that the defendant, his partner, may be separated from him, as he has at divers times very badly treated him at the mill by threatening, beating and hitting him and abusing him in other ways, which he

can no longer stand, as he is now sickly and not capable of defending himself, the defendant counting on the fact that no witnesses were present. Therefore, to prevent further mischief, he requests that their partnership may be dissolved, he being bound, not to him, but to Luycas.

The defendant denies that he abused him and demands proof.

The honorable court order the parties to produce their contracts on the next court day. Meanwhile the parties are expressly ordered to live together in peace and harmony, on pain of arbitrary correction.

Harme Gansevoort, plaintiff, against Marte Janse, defendant.

The plaintiff demands of the defendant the sum of 15 beavers for the purchase of two cows, the payment for which was due on the first of January last.

The defendant acknowledges that he owes the plaintiff 75 schepels of wheat according to agreement and also that he executed a bond for the amount.

The honorable court condemn the defendant to pay the quantity of 75 schepels of wheat to the plaintiff within the space of 14 days *cum expensis*.

Mr Richard Pretty, sheriff, against Cornelis Michielse, defendant.

The plaintiff hands in a written declaration, stating that according to the sworn declaration of Volkje van Hoese, midwife, the negress of Major Ab^{m}. Staes, in the pangs of childbirth, accused and denounced the person of the defendant, saying: "He who was the father of one is also father of the other," charging the defendant therefore with being the father of this last child, contrary to the laws of God and man. He, therefore, *ex officio*, demands [440] that the defendant be condemned to pay a fine of £100 sterling; that, in addition, he give security for his good behavior and have no further conversation with the aforesaid negress, and that he pay the costs of this trial.

The defendant answers in writing, substantially denying the entire matter and offering to purge himself under oath that since the commission of the crimes for which he had settled with Sheriff

Siston he has never had any further carnal conversation whatsoever with the aforesaid slave.

The honorable court decide to submit the case to the following jurymen for their verdict, according to law:

Adriaen Gerritse, foreman	Gert. Hardenbergh
Aernout Corn. Viel	J. Janse Bleeker
Myndert Harmense	Jacob Sanderse Glen

Who, being sworn, bring in a special verdict, as follows: "The person of Corn. Michielse is not guilty of being the father of the negress' last child, of which he was also accused of being the father." Signed by all six of them.

Sentence

The honorable court, having deliberated on the case and considered the verdict of the jury, approve the same to this extent that he is now free from the punishment which such a person would merit if the case could be proved; but in view of the fact that his former bad conduct and conversation with the aforesaid heathen woman (according to his own confession) gives strong reasons for suspicion, he is condemned to pay all costs of the trial and is expressly enjoined to keep entirely away from Major Abm. Staes' farm, as long as the aforesaid negress is there, on pain of arbitrary correction, as the honorable court shall see fit.

The sureties, H. Gansevoort and Dirk Bensing, are released from their suretyship on behalf of the baker.

[441] Capt. Silvester Salisbury, plaintiff, against Geertruy Vosburgh, defendant.

The plaintiff says that the defendant has caught two mares of his and used them some time at Kinderhoek, and when Marte Janse came there to demand them, she refused to give them up and wanted to know first who would pay her for her trouble. Meanwhile, the aforesaid two mares are lost and he requests that she may be ordered to return the same or to make good the loss.

The defendant's son, Pr. Vosburgh, answers that he kept the two mares at least 5 weeks, but that they ran away and that he has spent at least two days looking for them.

Gerrit Teunise, being sworn, says that when Marte Janse went to Kinderhoek, he ordered him to get the two mares of Capt. Salsbury, in the name of Capt. Salisbury.

Marte Janse, being sworn, says that when he arrived at Kinderhoek he said to Geertruy Vosburgh: "Ger^{t}. Teunise has ordered me to bring the two mares of Capt. Salisbury back, but I can not drive them now." Whereupon Geertruy Vosburgh answered that she wanted to know first who would pay her, before she would let the two mares go.

The honorable court, having taken the matter into consideration, can not find that the defendant is bound to deliver the horses in question, or to pay for them, as the plaintiff demands, as no express messenger was sent by him for the horses, but in view of the fact that she made such statement about money for taking care of them, she is ordered to make every possible effort and to do her best to catch the horses and to deliver them here.

Ryer Shermerhoorn, plaintiff, against Jan Corn. Vyselaer, defendant.[1]

Lowys Cobes, attorney for the plaintiff, demands 4 beavers in boards.

The defendant asks that the plaintiff render him an account of what is due and says that he has a counter claim.

The honorable court, *fiat*; the parties to adjust accounts with each other before the next court day.

[442] Rich^{d}. Pretty, plaintiff, against W^{m}. Hollie, defendant.

The plaintiff says that the defendant on the 26th of this month severely beat Gerrit Teunise on the public street. Although the said Gerrit did not defend himself in any way, but said that if there were any differences between them they could be settled by law, the plaintiff, nevertheless, obstinately continued to beat him, thus disturbing the king's peace (*d'Conings vrede*). He therefore demands for such hostility a fine of fl.150 in seawan and requests that he be bound over to keep the peace, according to law.

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[1] In the rough minutes, 1675–1684, p. 151, this case is entered as: "Ryer Jacobse, plaintiff, against Jan Gow, defendant."

The defendant's attorney, Lud. Cobes, says that no complaint was made to the said plaintiff by Gert. Teunise, but the defendant does not deny that he beat him on the public street.

The honorable court order the sheriff to keep him in confinement until the sentence is pronounced.

Gabriel Thomson before the full court becomes surety for the satisfaction of the judgment.

The honorable court, having taken the matter into consideration, adjudge it to be no slight offense to attack a person on the public street. They therefore condemn the defendant to pay the plaintiff the sum of 100 gl. in seawan and to sign a bond in the secretary's office in the sum of £20 sterling for his good behavior during one year, and to pay all costs.

Idem, plaintiff, against Jan Thomase, Johannes Janse, Corn. Teunise, Gert. Teunise and Roeloff Carstense, defendants.

The plaintiff, *ex officio*, demands of the defendants the fine provided by ordinance for having fought together at Paepsknee, offering to prove it by the testimony of Arent Jacobse. He says further that he has been informed that the dispute arose from the fact that Jan Thomase drove his hogs on Gert. Teunise's field of pease, across the kill.

Arent Jacobse, being sworn, says that he was at Keesoom's house, at dinner, and he heard some noise, whereupon [443] he went out and saw Jan Thomase having hold of Gert. Teunise's body, before his door, while Geertruy, Jan Thomase's wife, was beating Gert. Teunise.

Geertruy says that Gert. Teunise struck her husband, her son and herself.

Gert. Teunise offers to prove that the hogs against his will and consent were driven into his grain. Also, that he was beaten by the four of them and that Roeloff Carstense beat him so severely that he called for help, whereupon Corn. Teunise came, who was likewise beaten by Roeloff.

Jan Thomase says also that Gert. Teunise beat him and his son.

Corn. Teunise says that he came to help his brother, Ger[t]. Teunise, and that he was severely beaten by Roeloff.

The honorable court find that the parties concerned are closely allied by blood relationship and by marriage. They recommend to them that if possible they make peace and become reconciled before the case assumes greater proportions, to which the parties are inclined, promising to satisfy each other tomorrow, reserving the sheriff's claim and costs.

The reconciliation took place on June 4, 1679, through the mediation of Mynd[t]. Frederikse and Gabriel Thomson.

Tim[o]. Cooper, plaintiff, against the widow of Tom. Powell.

The plaintiff still demands of the defendant payment of a bond executed by her husband in the sum of £5 sterling and one black beaver, dated June 16, 1666.

The defendant says that the goods were left as security for the sum, but not definitely sold, as stated in the affidavit of the widow Cooper and her son. She says further that if the plaintiff returns the goods, she will pay the entire £11, as the goods were worth more.

The honorable court, having taken the matter into consideration, regard the bond as valid, but in view of the fact that they find that the goods mentioned in the affidavit of Mrs Sarah and Mr Tho. Cooper are considered by them as of very little value and that Jacob Phoenix [444], according to Attestation Book No. A, folio 11, testifies that Thom. Powel said that the goods were left there as security and that in the fall he would go there again to redeem them, except the gun, which was sold for 40 sh., as Mr Cooper's brother himself says, therefore, they order that the plaintiff must produce sufficient evidence that the goods were definitely sold for £6 sterling, and no more.

Capt. Silv. Salisbury gives notice of an attachment placed by him on two beavers in the hands of Wynant Gerritse, belonging to the widow of Joris Hall, deceased, for the like sum due to him by her, which she received from P[r]. Janse on the part of Capt. Salsbury.

The honorable court declare the attachment valid.

Jochim Wessells requests the honorable court to be pleased to grant him a certificate for his lot on the hill, on which at present a house stands, next to Dirk, the Noorman, he having neglected to secure a patent from Governor Lovelace and trying now to obtain a patent from his honor.

The honorable court hereby certify and declare that they are fully cognizant of the fact that Jochim, the baker, owns a house and lot there, standing and lying between the city stockade and Dirk, the Noorman's [lot], which he has possessed in peace for some years.

Albany, June 5, 1679

Whereas the honorable court have been informed that Ludovicus Cobes, notary public and attorney addmitted to practice before this court, took charge of a certain case for Mr Pretty, sheriff, against Corn. Michielse, *alias* the baker, regarding the negress at Claverak, whose declaration Lowys himself wrote out and drew up, and that he acted likewise for the party on the other side, or the opponent of the said sheriff, to wit, Corn. Michielse, and drew up his answer, which was copied by Mr Ary van Ilpendam, notary public;

[445] Therefore, Mr Ary aforesaid was summoned and asked who drew up the original answer of the said baker to the charges of Mr Pretty, the sheriff. Whereupon Mr Ary answered that to all appearances it was Lowys' handwriting, but that he did not see Lowys write the answer and that it was handed to him by the said baker, to whom he returned it.

Albany, June 27, 1679

Whereas it is found that daily, by water as well as over land, divers Frenchmen come here with large quantities of beavers, to buy up seawan pipes and other Indian jewelry,[1] which they trade at a considerable profit in Canada, thereby drawing the Indians away from here, which tends to the great prejudice and detriment of the colony and particularly of this place; Therefore, we hereby

[1] *Zewts. Pypen & andere wilde Jouweelen.*

expressly require the sheriff and one constable to warn all those who make any business of trading that they must not sell any seawan pipes, seawan, or any Indian jewelry[1] to the French. Those who act contrary hereto, will have to answer for it to the governor general, or be mulcted in such sums as his honor shall see fit. *Actum* at our court house of Albany, this 27th of June 1679.

By order . . .

Ordinary session held in Albany, July 1, 1679

Gabriel Thomson, plaintiff, against Jacob Leysler, defendant.

The plaintiff says that when the defendant departed from here, he left 291¼ yards of duffel at his house and that by his order 313¾ yards have been delivered, to wit: to H. Coster, deceased, 195¾ yards; to the widow Goose 35¼ yards; to Ro^t^. Sanders 82¾ yards, as appears from his books. He therefore requests restitution of 22½ yards which he delivered in excess, or payment for them.

[446] The defendant says that he never gave any order to deliver more than belonged to him, so that he can not recover from him.

The honorable court, having examined the matter, adjudge and decide that the plaintiff is to recover the 22½ yards of duffels, or payment for them, from Ro^t^. Sanders, who received the last lot, with the understanding that Ro^t^. Sanders will not be obliged to pay Monsr Leyslaer for the 82¾ yards, but only for 60¼ yards.

P^r^. Viele, plaintiff, against Hillebrant Janse, defendant.

Mr Jan Verbeek and Mr Jan Becker, as attorneys for the plaintiff, in a written declaration delivered to their honors, complain about a certain slander or defamation by the defendant in demanding the restitution of ½ *mudde* of wheat which the plaintiff's wife is alleged to have taken from the mill in another man's bag, as shown by a certain judgment pronounced by the court at Schaenhechtady under date of January 16, 1678/9, whereby the

[1] *geen Zew^ts^. Pypen, Zew^t^. noch eenige wilde Jouweelen.*

court there condemned Pr. Viele to return the ½ *mudde* of wheat, *cum expensis*, with the statement that he had kept Vedder's bag, well knowing that it was not his. Whereupon execution was had, without it having been proved that Pr. Viele had stolen or received the wheat, or that he had kept the bag, knowing that it was not his. As it necessarily follows from this that either Pr. Viele or his wife must have committed theft, the plaintiff requests that the defendant prove sufficiently:

First, that Pr. Viele or his wife stole, obtained or received that half *mudde* of wheat from the mill.

Secondly, that he kept Vedder's bag, although he knew that it was not his.

Thirdly, how their ground maize at the mill got into Vedder's bag.

Fourthly, what has become of the bag in which Pr. Viele took the maize that was not ground to the mill.

[447] Whereby your honors may the better discover who is responsible for the theft of the half *mudde* of wheat and the bag and whose fault it is, in order that the guilty person may be definitely condemned, *cum expensis*, as is proper according to the rigor of the law.

The defendant fails to appear, but sends a letter to their honors, stating that if there are any charges against him, they may make them known before the court of justice at Schaenhechtady, where he will defend himself.

The honorable court hereby expressly order that a special warrant be issued to the sheriff to bring the defendant here six days before the next court day, when he will receive further orders.

Andries Albertse Bratt, plaintiff, against Jan Jacobse Gardinier, defendant.

Case according to the preceding minutes of June 3d last. The plaintiff produces the contract made between Jan Gow and Luycas Pieterse regarding the sawmill and again requests that he may be released from his partner, the defendant, as they can not agree, etc.

The defendant again denies that he abused him and shows the

contract made between him and Luycas Pieterse, according to which his term expires on November 29, 1679.

The honorable court order and adjudge that the parties are to live together in peace and harmony during the term of the defendant's contract, until November 29, 1679. Meanwhile the defendant is ordered strictly to conduct himself in such a way that no further complaints about him arise, on pain of being punished as the court shall see fit.

[448] Barent Mynderse, plaintiff, against Harme Janse, defendant.

The plaintiff demands of the defendant according to his bond the sum of fl.68:17 in beavers and 7½ lbs of shoemaker's thread, on which 2¾ lbs and 6 *loot* (2¾ lbs and 3 ounces) of hemp and 4 schepels of wheat have been paid.

The defendant says that he paid 10 schepels of wheat to Jan Shermerhooren four years ago, which must be deducted from this bond.

The plaintiff denies it.

The honorable court condemn the defendant to pay the remainder of the bond to the plaintiff within the space of 14 days, *cum expensis*. If the defendant has any counter claim, he may present it.

John Harris, plaintiff, against Harme Janse, defendant.

The plaintiff demands of the defendant 22 gl. in seawan paid by him for the expense of hauling 10 schepels of wheat which he owed him from Kinderhoek.

The defendant says that he never ordered the plaintiff to go to any expense. He therefore maintains that he is not obliged to pay.

The honorable court order the parties to go to Mr And^{s}. Teller, the president, who will decide the case, which is not actionable before the court.

Capt. Jan Cloet requests that he may be given a deed for his lot on the hill, which he bought from the commissaries and has paid for.

The honorable court: *fiat*.

[449] Ordinary session held in Albany, August 19, 1679
Present:

Mr A. Teller
Mr M. Gerritse
Mr D. Wessells
Mr Corn. van Dyk
Mr H. v. Ness
Mr Joh. Provoost
Mr T. Spitsenbergh
Rich. Pretty, sheriff

Stephe Janse Coningh, plaintiff, against Jan Bronk, defendant.

The plaintiff demands of the defendant 1½ beavers for wages earned 6 years ago.

Default of the defendant. Harme Gansevoort says that he is harvesting, but that the plaintiff must get his pay at Coxhacky.

The honorable court condemn the defendant to pay the sum of 12 gl. in beavers to the plaintiff here in the city, within the space of 14 days, *cum expensis.*

Gert. Banker, plaintiff, against Juriaen Teunise, defendant.

The plaintiff produces an account amounting to fl.302:18 in beavers, which the defendant in the year 1662 agreed to pay for Corn. Voss and 14 gl. in seawan, on which fl.507:2 in seawan was paid in the year 1666, and now, in 1679, according to his account, fl.86:18. He requests that the defendant may be ordered to pay the remainder of the aforesaid account, *cum expensis.*

The defendant admits that he agreed to pay such sum for the said Voss, but he says that the plaintiff has not spoken to him about it for many years. Also, that there is a bond. He requests permission to show it and says that at that time, in the year 1666, the seawan was counted at 12 or 14 gl. to the beaver.

[450] The honorable court, having taken the matter into consideration and duly noted everything that is to be taken into account, find that in the year 1666 the seawan was not higher than 25 gl. worth of it to the beaver. Upon balancing the account, it appears that the defendant still owes the plaintiff the sum of

116 gl. 8 st. in beavers, which sum he is ordered to pay to the plaintiff within the space of 14 days, *cum expensis*, the plaintiff being ordered to execute a receipt before the court, to the defendant's satisfaction.

James Penniman, plaintiff, against Mr Jan Becker, defendant.

The plaintiff demands of the defendant 96 gl. in seawan for 2 hats delivered to him and 1 ditto made for him.

The defendant says that about a year ago his wife completely settled accounts with the defendant for yeast which the plaintiff had had at different times, in payment of the 2 hats, reckoned at 2½ beavers. As to the making of the third hat, for which he claims 1½ beavers, 14 buckets of yeast at 1½ gl. a bucket, amounting to 21 gl., and 4 or 5 gl. rent have been paid on account, so that according to his reckoning there is due to him only ½ beaver. All of which is sworn to by the defendant.

The honorable court, having examined the matter, nonsuit the plaintiff. As to the half beaver, the defendant is ordered to pay it in addition to the others.

Mr Cornelis van Dyck, plaintiff, against P^r^. Jacobse Borsboom, defendant.

[451] The plaintiff says that he bought of the defendant a garden behind the fort[1] and has paid for it in full. He requests a deed for the same, in accordance with the contract.

The defendant says that he is willing to give a deed, but has been prevented from doing so by Jan Labathee, who is obliged to give him a deed for the aforesaid garden, according to the contract of sale thereof which is produced.

The honorable court order the defendant to give the plaintiff a deed for the garden according to the contract, within the space of 14 days, *cum expensis*.

Rich. Pretty, sheriff, plaintiff, against Ro^t^. Sanders, defendant.

The plaintiff says that the defendant last week rode on his horse to the Indian houses outside the gate, taking his children

[1] Meaning the old Dutch fort, near the present steamboat square. See deed of Dec. 12, 1679, in *Early Records of Albany*, 2:66–67.

with him on horseback, for which he fined him, saying that it was contrary to the ordinance to go indirectly to the houses. Whereupon Ro. Sanders began to abuse him and gravely insulted the plaintiff, in a way which can not be tolerated in a place where justice prevails and which he intends to prove. He therefore demands that the defendant be condemned to pay a fine of 400 gl. in seawan for such affront, all *cum expensis*.

The defendant denies that he affronted him, but says that the sheriff threatened him with his cane and called him a rogue, etc., which he offers to prove, and that he had no intention of speaking to any Indian or Indians.

The sheriff asks that his witnesses may be sworn.

Marte Crygier, being sworn, says that he saw Ro. Sanders riding back and forth on horseback, with a child in front of him and another behind him. [452] Also, that he heard a noise outside the gate near his house and that Robt. Sanders said: "A stink in your nose." What else happened he does not know.

Evert Wendell, Junr., being sworn, also says that he saw the defendant riding outside the gate and heard him say to the sheriff: "Jan Timell, you must not threaten or strike me."

The honorable court adjourn the case until the next court day. Meanwhile, the defendant is ordered to produce sufficient testimony that the sheriff threatened to strike him with his cane and that he called him a rogue.

Ger^{t}. Hardenbergh, plaintiff, against Capt. Jan Cloete, defendant.

The plaintiff says that he bought of the defendant a lot situated on Rom street,[1] on which he built a house. He requests that the defendant may be ordered to give him a deed according to the contract of sale, he having paid him in full.

The defendant acknowledges that he owes him a deed, but says that he can not deliver it until the aforesaid lot is conveyed

[1] See deed from Clute to Hardenbergh, April 20, 1680, in *Early Records of Albany*, 2:58–59. Also contract of sale from Hardenbergh to Byvanck, Sept. 23, 1675, in *Early Records of Albany*, 3:431–32.

to him by Ryer Jacobse Shermerhooren, husband and guardian of Ariaentie Arents, formerly widow of the late Elmer Otte, deceased.

The honorable court order the defendant to deed and convey the lot to the plaintiff according to the contract within the space of 14 days, *cum expensis*.

Jan Cloete, plaintiff, against Ryer Jacobse Shermerhooren, defendant.

[453] The plaintiff produces a contract of sale, dated August 11, 1670, whereby the defendant's predecessor, Elmer Otte, binds himself to deliver a deed and a patent for the large house and lot and also for the small house and lot, conveyed to him by Jacob Lokermans, and he requests that the defendant may be ordered to deliver a deed according to the contract.

The defendant being absent, Mynd^{t}. Harmense says that Jacob Lokermans has not yet made any conveyance of the aforesaid properties to Elmer Otte, and he requests that he may be ordered to petition for a patent and to make conveyance in the usual form.

The honorable court, having examined the matter, find that Jacob Lokermans is obliged to petition for a patent, as shown by the deed from the commissaries. They therefore order the said Lokermans to petition for a patent at the first opportunity.

Jan Andries, the cooper, says that he bought a certain lot from Wynant Gerritse and paid for it several years ago, as shown by the receipt for it. He therefore requests that he may be ordered to give him a deed for it.

The honorable court order Wyn^{t}. Gerritse to petition the governor general for a patent for the aforesaid lot and then to give Jan Andriese a deed in the usual form.

Whereas this day there has been delivered to us a certain letter from the commissaries at Schinnechtady regarding a certain theft and burglary committed there by the negro of Ger^{t}. Banker, we hereby [454] order and authorize our sheriff, Mr Pretty, to go to Schinnechtady to make an investigation there and immediately to bring here all those who are guilty of the said crime for further

examination and punishment. To that end, all his Majesty's officers, both civil and military, are ordered at their utmost peril to lend him proper assistance in the performance of his duties. *Actum* at our session in the court house of Albany, August 19, 1679, and sealed with our seal.

*Sic subscrib*r.

Locus Sigilli A. Teller

Extraordinary session held in Albany, August 23, 1679

Present: All the seven commissaries

Absent: Schout Pretty

Examination of two negroes brought here pursuant to the above order upon suspicion of their having committed the theft and burglary at the house of Lupyn, at Schaenhechtady

First, the apprehended negro of G. Banker having been brought before the court and the examination made at Shinnechtady having been read to him, he is asked how he came into possession of the stolen money and peremptorily ordered to make a complete confession of the business.

He answers that he found the silver thimble, the silver coin and some pieces of broken silver wrapped in a piece of cloth in the street, between the gate and the house of Maritie Daeme. He says further that he presented the thimble to Lea, the wife of [455] Claes Willemse, who asked him where he got it. He answered that he had bought it of the silver smith and afterwards that he had received it from Manvielle's negro, but he admits that he lied to them, as he had found it in the street, as stated above.

Being asked further whether he had anything to say against Sweer Teunise's negro, Jacob, who ran away, he answers that the aforesaid negro, Jacob, came to him one Saturday evening and said: "Did you find that silver money?" He answered: "How did you know that I had found it?" Jacob answered: "Marritje Daeme told me so." Claes asked Jacob: "Is it your money?" To which he gave no answer.

Claes aforesaid says that he does not know who stole the money, but that he has a suspicion against Jacob, Sweer Teunise's negro, because he inquired about the money.

Black Barent, the negro of Domine Schaets, being asked how he came into possession of the silver thimble and silver needle, answers that he received them from Jacob, the negro of Sweer Teunise, who ordered him to take them to Maritje Daeme, to have a pair of silver breeches buttons made for the said Jacob.

Barent says further that he asked Jacob where he got the silver. He answered, from a maid, as a perpetual remembrance. He asked further: "Which maid?" But he gave no answer to this.

Black Barent being asked whether he had ever seen the silver coin, he answers that he had seen it at Lepyn's house, before it was lost, but that he had never seen it in Jacob's possession and did not know that he had the silver coin.

The case is adjourned until the arrival of the runaway negro, or until further order.

[456] *Copia vera*

Extraordinary session held in the village of Schaenhechtady

August 20, 1679

Presentibus, the honorable commissaries:

Barent Janse
Sander Glen Junr.
Mr Pretty, sheriff

Examination of Claes Croes, negro of Gert. Banker, about the stolen and returned goods of Lepyn, etc.

First, Claes Croes is asked where he obtained possession of the silver coin, thimble and pieces of a silver needle, which he returned to the wife of Lepyn. He answers that he found those things tied together in a piece of cloth in the middle of the street, between the gate and Maritje Damen's house, that he put them in his pocket and that afterwards he gave the thimble to Lea, the wife of Claes Willemse.

Secondly, he declares that Maritje Daeme said to him that she had received that silver the last time from Black Barent and that she would have silver breeches buttons made of it at Albany for Black Barent and Jacob, the negro, for each of them one pair.

Thirdly, he is asked whether he did not have a hand in the theft of the said things from the house of Lepyn and whether he does not know that Jacob or Barent had stolen them?

Answers, No, and that he did not become aware of it until afterwards and that in his innocence he returned the said things.

Fourthly, he is asked whether he knows what has become of the missing lace and a small box, which he promised to return?

Answers, that he knows nothing about them, but that it is true that he promised to return them, upon certain conditions, if for a small consideration he could get them back from the persons who had stolen them.

Finally, he declares that he knows nothing more about the matter, except that lately, Jacob, the negro, came to him and asked him whether he had found the goods, saying that he was much concerned about them. He answered, No. Then Jacob again said: "Maritje Daeme told me that you found a piece of cloth with some silver in it." To which Claes answered, Yes.

[457] Gert. Banken requests that the following may be put on record:

1 That some time ago (as Lepyn's wife told him), the wife of Sheriff Lowys Cobes said to Lepyn's wife, near the cross well (*Cruys Put*): "Your goods will come back all right."

2 That his negro, Claes, in the evening, after he had returned the goods, came to Lepyn's house where Jacob, Black Barent and Phillip, the Moor, were and that Lepyn's wife dealt out pancakes to Phillip, the Moor, and Black Barent.

Lepyn's wife having been summoned, declares:

First, that her house was broken into in the rear and that some goods were stolen from her, among them some silverware, such as was produced here, and that they were returned to her by Claes Croes, except some lace, a small box and some other small articles which were missing. Also, that Sheriff Lowys Cobes came to her

house and demanded the coin and the name of the person who returned the goods.

Secondly, that Aeltje, the wife of Lowys Cobes, said at her house, that Jacob, the negro, had said (as she had heard) that Jacob had had the goods at Maritje Damen's house.

Thirdly, she acknowledges that she asked the negroes to come to her house to hear what Claes would say and that she gave Barent, the negro, and Phillip, the Moor, each a piece of pancake.

Collated by me,
Ludovicus Cobes, Secretary

Below was written:

Not Bene. The statement of Mr. Gert. Banker, which he asked to have recorded, for so far as it concerns the wife of Schout Lud. Cobes, does not square with the declaration of Lepyn's wife, being therefore erroneous.

Copia vera

August 21, 1679

Present, the honorable commissaries:
Jan van Eps
Barent Janse
Sander Glenn Junr.
Mr Pretty, sheriff

Barent Emanuelse, negro, being examined regarding his taking the silverware to the house of Maritje Daeme, he denies it absolutely and says that he never knew anything about it, stating this in the most solemn manner possible to him and alleging that it is falsely imputed to him by Claes Croes.

Claes Croes, being summoned also, refers the matter to Maritie Daeme, asking that she be required to state the truth.

[458] The 22 ditto

Present, *ut ante*
demto
Sand. Glen Junior

Maritie Daeme declares that some time ago there came to her

one of Sweer's negroes, named Jacob, who offered her a silver coin to have a pair of silver breeches buttons made of it by the silver smith, as he had heard that she was going to the Fuyck. He said that he did not know what sort of a coin it was and that he had kept it a long time, whereupon she took the coin.

The next day, in the evening, Black Barent came to her house and also brought her some small pieces and fragments of silverware to have a pair of silver breeches buttons made of them. She hid them in a small bag with seawan in her bed, from which it was stolen.

Collated by me,
Ludovicus Cobes, Secretary

Copia vera

Schaenhechtady, August 23, 1679

Present, the honorable commissaries:
Daniel Janse
Sander Glen Junr.

Testimony against Claes Croes and Maritie Daeme

Andriese Arentse Bradt declares under oath that some time ago, before the door of Maritie Daeme, he was present when Claes Croes, the negro of Gert. Banker, asked Jacob, the negro of Sweer Teunise, to confess that he had stolen as well as he, not being willing that he alone should be considered a rogue.

Phillip, the Moor, confirms the above.

The wife of Lepyn confirms the above and says in addition that she heard Claes Croes say to Jacob the following words: "Confess, then, that you took the lead and that I followed you."

Phillip Phillipse and the wife of Lepyn emphatically declare that Maritie Daeme totally denied that she received any coin whatsoever from the negroes.

In my presence
Ludovicus Cobes, Secretary

[459] Extraordinary session held in Albany, August 29, 1679
Present:

A. Teller
M. Gerritse
D. Wessells
C. van Dyk
H. van Ness
Joh. Provoost
T. Spitsbergh

Rich. Pretty and Lud. Cobes, plaintiffs, *ex officio*, against Claes Croes and Black Barent, negroes and prisoners.

The plaintiffs hand in a written declaration, stating that Claes Croes, the negro of G. Banker, has acted very badly in not making known, either by means of the town crier or by reporting it to the sheriff, that he had found the silver (as he says), but disposed of it by giving it away, although, according to the declaration of Maritie Daeme, it was stolen from her bed standing in the chamber. In the second place, the said Claes has greatly departed from the truth by stating at first that he had bought the thimble from the silversmith and saying the second time that the said thimble was given to him by the negro of Manvielle, all of which indicates and gives rise to grave suspicion of outright theft, for if the goods had been found they would have been seized by the owners. Hence there is no doubt that he came unlawfully into possession of the money and articles, as they were stolen from Maritie Daeme.

Furthermore, the plaintiffs say Black Barent, the negro of Domine Gideon Schaets, also a prisoner, at first, in his examination by the court at Schaenhechtady, expressly denied that he had anything to do with the deed and declared that he was not guilty, but that afterwards, being examined by your honors, he broke down, well knowing that Maritie Daeme had made a different statement as to his having asked to have breeches buttons made of them, from which it appears that he was a confederate of the thief.

The aforesaid officers, therefore, conclude that such [460] thefts can no longer be tolerated in a land where justice prevails and demand that the delinquents after investigation of the case may be punished according to law and that their masters may be made to pay the costs of the proceedings.

The honorable court decide to impanel a jury of twelve men, who are to give their verdict against the prisoners, and the delinquents being asked whether they had any objections to any of the following twelve men, they answer "No," whereupon they were sworn, viz:

Capt. Phil Schuyler, foreman	Pr. Bogardus
Adriaen Gerritse	Jan Becker
Johannes Wendell	Myndt. Harmense
Jacob Sanders	Gert. Hardenbergh
Gerrit Lansingh	Rot. Sanders
Jan Janse Bleker	Gert. van Shayk

The indictment having been read to the delinquents, they were asked whether they were guilty. They both answered "No." Whereupon all the pleadings, the examinations and the documents were turned over to the jury who brought in a verdict, to wit, that Claes Croes, the negro of Gert. Banker, and Black Barent, the negro of Dom. Shaets, were guilty of theft.

The court approves the verdict of the jury and impose the following sentence upon them, viz:

Sentence

Whereas Claes Croes, the negro of Mr. Gert. Banker, [461] and Black Barent, the negro of Dom. Gideon Schaets, are at present prisoners on account of burglary and theft committed and perpetrated at the house of Lepyn, at Schinnechtady, about which various examinations have been held at Schaenhechtady as well as here before the court, they having had a hand in the stealing of some silverware of Lepyn's at Schinnechtady, the case has been submitted to the jury, who bring in a verdict that they are both guilty of theft.

The honorable court, having duly considered the matter, find it to be of grave consequence and conclude that such slaves must be punished as an example to others. They, therefore, condemn the aforesaid prisoners to be taken tomorrow, being Saturday, the 30th of August 1679, at ten o'clock in the morning, to the whipping post, where it is customary to do justice, where Claes Croes, the negro of Gert. Banker, is to receive at the hands of the public executioner 20 lashes on his bare back for the theft committed by him, and Black Barent, the negro of Dom. Gid. Shaets, it being his third offence, is to receive 30 lashes on his bare back and to be branded on his right cheek as an example to other rogues. Their masters are condemned to pay the costs of the proceedings.

Done at our session in the courthouse of Albany, the 29th of August 1679.

By order of the court
Rot. Livingston, Secretary

The officers are ordered to return the stolen silverware to the owner, as in her innocence she had taken it back from the negro.

The sentence was executed on the 30th of August, except that their honors were pleased to have him branded on the back instead of on the cheek, at the request of Dom. Shaets. Thereafter the sheriff was ordered to release the aforesaid slaves from their confinement.

[462] Mr Rich. Pretty, sheriff, and Ludovicus Cobus, sheriff, plaintiffs, against Maritie Daeme, defendant.

The plaintiffs say, and it is the truth, that the defendant, contrary to all decency, took and received from Jacob, the negro of Sweer Teunise, and Barent, the negro of Dom. Schaets, a stolen silver coin and some other silver articles in order to have a pair of breeches buttons made of them for each of them, saying, according to her own confession, that she received the articles, but did not see them, which is incredible, it being certain and true that she either saw a profit in it or else bought the articles, it being also well known that the slaves do not handle any silver

money. The plaintiffs, therefore, conclude that the defendant has committed a grave offense and ask that she be condemned to pay a fine of 500 gl. to be applied to the benefit of the officers. All *cum expensis.*

The defendant answers that she did so innocently and that the negro, Jacob, understanding that she was to go to Albany, brought her a silver coin (which she never saw) to have a pair of breeches buttons made of it for him, and that in the evening Black Barent came with some pieces of silverware to have a pair of breeches buttons made of them for him also, but that she did not see these pieces either. She says further that she did not report the matter because Jacob, the negro of Sweer Teunise, asked her to keep it still when later the money was stolen from her.

The honorable court having taken the matter into consideration and duly noted everything, find that the defendant has acted very imprudently in taking any money or silverware from negroes without reporting it to their masters or the officers. They, therefore, condemn her to pay a fine of 100 gl. in seawan for the benefit of the officers, together with the costs of proceedings.

[463] Albany, September 20, 1679

Nomination

Whereas election time approaches the honorable court, pursuant to the order of the right honorable governor general, have nominated the following persons as commissaries of this city, whose names are to be presented to his honor to make a choice therefrom:

D. Schuyler
Pr. Bogardus
Jacob Sanderse
Myndt. Harmense

Whereupon immediately a letter of advice was dispatched to his honor in the care of the two delegates to the court of Assizes,

to wit, Mr Andries Teller and Mr Johannes Provoost, to whom the following letters credential were granted:

Whereas the Court of Albany doth yearly depute twoo of there number, to be present at ye Sitting of ye great Court of Assises at N: York, beginning the first weddensday of Octob^r^: next ensuing, These are to give notice to all whom these may concerne that wee have deputed M^r^. Andries Teller & M^r^. Johannes Provoost to sit in s^d^. Court and upon occasion to help and Preserve the State and Conditions of this Jurisdiction, and especially to desire and Request the Increasing of our Priviledges, and to maintain all our affaires, by the way of Trefficque, and otherwise, on all occasions, And according to ye Circumstance and quality of ye Case; whatever our Commissioners shall doe act or Perform, ye Same shall be declared by us, for firm & sure, desireing by these, that our Letters of Credence to [464] said Commis^rs^. may be firmly and stedfastly believed. Given under our Hands and Seale this 20th. day of Septemb^r^. and in ye 31th yeare of his Maj: Reigne, Annoq. Dom: 1679.

Extraordinary session held in Albany, September 22, 1679

Present:

A. Teller
D. Wessells
C. van Dyk
J. Provoost

Sweer Teunise, appearing in court, requests that their honors may be pleased to examine his run-away negro Jacob, who was brought from New York and who is imprisoned here, regarding the theft committed at Schinnechtady, and, in case he be found guilty, to punish him as speedily as possible in order that he may have him home, as he needs him very much. Whereupon the negro was ordered to be taken out of the prison and to be examined about the theft and burglary committed at the house of Lepyn, at Schinnechtady. He denies that he had any hand in it whatever, but says that he had received the money, to wit, the coin, the thimble and the silver needle, from Ger^t^. Banker's negro,

on condition that he was to take them to Maritie Daeme in payment of a debt contracted by the said Claes Croes. He confesses that he did not carry out his promise, but kept the silver articles and disposed of them as follows, to wit, that he gave one-half to Black Barent, the negro of Dom. Schaets, and the other half to Maritie Daeme, to have a pair of silver breeches buttons made for him.

Being asked further whether he did not ask Claes Croes where he had obtained the money, he answers "Yes" and that the said Claes Croes told him that he had received it from his countryman.

Q. Whether he had ever seen the said coin at Lepyn's?

A. "No."

Q. Why he ran away?

A. From fear.

The honorable court order that he be taken again to prison until further examination.

[465] Extraordinary session held in Albany, September 23, 1679

Present:

M. Gerritse
D. Wessells
C. van Dyk
Hend. van Nes
J. Provoost
T. v. d[r] Poele

The negro of Sweer Teunise, by the name of Jacob, was brought before the court for the second time and closely examined or asked whether he would not confess to the theft committed at Schinnechtady at the house of Lepyn. He denied everything, saying that he was not at all guilty. He was asked why he ran away if he was not guilty of the theft. He said that he ran away from fear. He was asked whether he did not take a horse of Symon, the baker, out of the stable and rode away on it. He first denied this, but afterwards admitted that he did so and

that he tied the horse to a branch, but he said that the horse was loose when he found it and that he took his master's halter with him.

He was asked whether during the night he stopped at the house of Spitsenbergh's negro.

He answered "No" and denied it entirely.

He was asked how he got to New York.

He answered that a Maqua Indian took him across the river here and that near the Esopus he found a bark canoe and that he so sailed to New York. Finally he said that Claes Croes must have stolen the money because he gave it to him.

After having been examined he was again taken to prison until further order.

Extraordinary session held in Albany, September 24, 1679

Presentibus ut ante
and A. Teller

Sweer Teunise again requests that the case of his negro may be expedited as he needs him very much. It is resolved to call an extra session on the 26th of this month and to summon the two negroes, together with the sheriff of Shinnechtady, when the case at issue will be tried.

[466] Extraordinary session held in Albany, September 24, 1679

Presentibus omnibus

Wm. Shaw, plaintiff, against Rot. Story, defendant.

The plaintiff demands in accordance with his declaration entered in Declaration Book A, folio 11, judgment against the defendant for some serge and blue linen which he has seized and which are not entered on the manifest, requesting their honors to be pleased to appoint two referees to appraise the goods and to condemn the defendant to pay the costs of the proceedings.

The defendant acknowledges that the goods were imported and not entered, but alleges that the plaintiff raided his shop and picked out the best pieces.

The plaintiff replies that he put the broad R/ on the goods before they were landed and went with the cart, which his servant Rip confirms.

The defendant refers the matter to the decision of their honors.

The court, having taken the matter into consideration, declare that the goods which Mr Shaw seized, consisting of serge and blue linen, are confiscable, as it appears from the manifest and his own confession that they were not entered at New York, but as the defendant claims that Mr Shaw picked out the best pieces, Stoffell Jans Abell and Mr William Loveridge are authorized to put the sixteen pieces of serge together and to give Mr Shaw six of them without choosing and also to appraise the confiscated goods to the best of their knowledge and conscience.

The defendant is condemned to pay the costs of the suit.

At the request of Mr Corn. van Dyk and Mr Johannes Provoost, administrators of the estate of the widow Corlear, deceased, Gert. Ryerse and Claes van Bockhoven declare before the court that it is well known to them that A. van Corlaer, deceased, in the year 1653 or 1654 went to New York to obtain a patent for a certain lot situated outside the north gate of Albany, saying that he would not take possession of it until he [467] had obtained such patent and that the following spring he took possession of the aforesaid lot, had it fenced in, planted trees and had a pond dug.

As to his having had possession thereof for several years, this is also confirmed by several of the commissaries.

Extraordinary session held in Albany, September 26, 1679

Presentibus ut ante

Mr Rich. Pretty and Ludovicus Cobes, sheriffs, plaintiffs, against Jacob, the negro of Sweer Teunise, prisoner and defendant.

The plaintiffs say that the defendant, now a prisoner on account of theft committed near Schaenhechtady, escaped and in so doing, in order to escape the more readily, did not hesitate

to steal a horse from the stable of Symon Volkertse. Not content with all this, he, on his return, takes on all points a negative attitude, as if he were entirely innocent.

Therefore, the officers, *ex officio*, conclude that the prisoner ought to be punished as a thief, as regards the first occasion as well as the second, namely, the stealing of the horse. They refer the matter to the judgment of their honors and ask that the defendant's master be ordered to pay the costs of court.

The prisoner in his defense says that he received the money from Claes Croes, the negro of Gert. Banker.

Claes Croes, being asked whether that is true, denies it absolutely.

Q. Where did he get the money? A. On the street.

Q. Whether the money was all together? A. Yes.

Q. Whether he gave the money to Mar. Daeme? A. One-half to M. Daeme and one-half to Black Barent.

Q. What did he say to Black Barent when he gave him the money? A. That he had received the money from Claes Croes.

Black Barent denies this, but says that he told him that he had received the money from a girl.

Q. Why he ran away? A. From fear, because he had never been before the court.

Claes Croes, the negro of G. Banker, says that he never gave any silver money to the prisoner, but that the latter asked him whether he knew any silver money. To which he answered: "Yes, if Spanish money." "Well," said Jacob, "I know where I can get a big piece of silver money."

[468] The honorable court resolve to call a jury of 12 men, who are to give their verdict about the prisoner. The delinquent was asked whether he had any objections to any of them. He answered, "No." Whereupon they were sworn, viz:

Pr. Bogardus	Stoffell Janse
David Shuyler	Law. van Alle
Wm. Teller	Gabr. Thomson
Joh. Wendell	Johannes d'Wandelaer
Jacob Sanders	Hend. Lansing
Ro. Sanders	Jurian Teunise

After they had been together for a while, they brought in a verdict that he was guilty of having stolen the money as well as the horse.

The honorable court approve the verdict of the jury and pronounce sentence as follows:

Sentence

Whereas Jacob, the negro of Sweer Teunise, at present a prisoner on account of burglary and theft committed at the house of Lepyn at Schinnechtady and also on account of the stealing of a horse, on which he escaped, after several examinations regarding the aforesaid theft, both of the silver articles and the horse, and after the matter had been submitted to the jury, was found guilty of both crimes, to wit, that he committed the theft of the silver money as well as that of the horse;

The honorable court, having duly considered the case, approve the verdict of the jury, finding that this is a matter of grave consequence and that such slave ought to be punished as an example to others. They therefore condemn the said prisoner to be taken instantly to the whipping post, where it is customary to administer justice, and there the negro of Sweer Teunise is to receive at the hands of the public executioner 38 lashes on his bare back for his punishment and as an example to other rogues. And his master is condemned to pay the costs of this court.

[Order to the constables]

Whereas James Penniman has died this day without leaving any relatives by blood or marriage to take care of his estate, you are hereby ordered in his Majesty's name to go at once to his house to take, with the help of the secretary, an inventory of his estate and further to inquire whether he has any debts outstanding. Also, to take care that out of the assets of the estate he be properly buried as is fitting for a person of such station and to make report to their honors on the next court day. Done in Albany, the 28th of September, 1679.

By order of the court

R. L.

[469] Ordinary session held in Albany, October 7, 1679

Present:

Mr Marte Gerritse
Mr D. Wessellse
Mr Cor. v. Dyk
Hend. van Ness
Teunis vand[r]. Poel

John Gilbert, plaintiff, against Frans Pieterse,[1] defendant.

The plaintiff, in his capacity of administrator of the estate of his father-in-law,[2] deceased, demands of the defendant 100 boards for a gun, lead and powder sold to him, as per bond dated November 25, 1678.

Default of the defendant.

The honorable court condemn the defendant to pay the 100 boards to the plaintiff according to the bond produced within the space of 14 days, *cum expensis*.

W[m]. Pieterse Sleyk, plaintiff, against Barent Ackerstaff, defendant.

The plaintiff gives notice of an attachment of 2 beavers in the hands of Hend. Marcelis, belonging to the defendant, for wages earned by his wife and requests that the same may be declared valid.

The honorable court declare the attachment valid and give the plaintiff permission to levy the money. The defendant is condemned to pay the costs.

Myndert Frederikse, plaintiff, against Jacob Phoenix, defendant.

The plaintiff asks fulfillment of a certain contract dated March 27, 1677, whereby the defendant and his father-in-law bound themselves to clear and to fence in 9 morgens of land, which the defendant refuses to carry out.

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[1] Frans Pietersen Clauw, or Klauw. See *Early Records of Albany*, 3:36.

[2] Arent van den Bergh.

The defendant says that it is not flat land and not suitable for being fenced in.

The honorable court order the defendant concerned diligently and promptly to carry out the notarial contract made under the date above mentioned and to clear and fence the land specified in the aforesaid contract.

[470] Tierk Harmense, plaintiff, against Wynant Gerritse, defendant.

The plaintiff says that the defendant on the 6th of May last obtained a judgment against him, whereby he was ordered to deliver to the defendant 40 boards. He maintains that he is not bound to do this and offers to prove it by Hend. Beekman.

Hend. Beekman, being sworn, gives a satisfactory explanation of the matter. Therefore, it is resolved that the following referees, to wit, Law. van Ale, Jacob Sanders, Hend. Cuyler and Albert Rykman, are to sit and hear the case, to examine the parties and witnesses and all the documents connected with it, and to make a report to their honors on the next court day.

A petition is presented by Jan Rosie, praying that he may be appointed a carman, there being a vacancy. He binds himself to keep a good horse for the purpose and to be at all times willing to serve the public.

The honorable court grant his request on the above condition, whereupon he takes the oath of fidelity to his Majesty.

The burghers of Albany who reside near and in the vicinity of the church are hereby warned that if they wish to make a well, they must resolve to do so within three times 24 hours. Otherwise, the water course will be changed.

The well masters of both wells are hereby ordered and strictly enjoined to see to it that no water is poured out near the wells and that no rinsing is done there, in the space around the wells, which is to be paved.

The sheriff is strictly enjoined to see to it that the streets and sidewalks (*stoepen*) are to be paved at the very earliest opportunity, especially those of Jeronimus Wendel, Ger^{t}. Goosense

and Jan Janse Ouderkerk, and that the ground around the wells be raised and paved as soon as possible.

A warrant is to be sent to Kinderhoek for the appearance here on Sunday of Jochim Lambertse, Jan Tyse and Adam Dingemans.

The constables report that they buried the body of James Penniman and made an inventory of his estate. They request further orders regarding his estate. It is resolved by their honors provisionally that the constables are to post notices about the estate and that a letter shall be sent to the widow, at Boston, to advise her of her husband's death.

[471] Extraordinary session held in Albany, October 10, 1679

Present:

M. Gerritse
D. Wessells
Corn. van Dyk
Teun. v. d^{r}. Poel
Mr Pretty, sheriff

Hilletie van der Zee, plaintiff, against Claes Lok, defendant.

The plaintiff demands of the defendant fl.197:6 in seawan for tavern expenses, by balance of accounts adjusted with him in her book in the presence of Adriaen van Ilpendam, notary public, and W^{m}. Parker, court messenger.

The defendant requests a copy of the account in full from the book and states that he has further claims against her, but that he can not give the amount now as his book is at New York.

The aforesaid witnesses, Ad. van Ilpendam and W^{m}. Parker, being sworn, state that the defendant was satisfied with the settlement of accounts in the book, dated October 9, 1679, showing that by balance he remained indebted in the sum of fl.197:6 in seawan, and that he said that he would give her an order on Ro. Story, A. Teller, or Abr. de Peyster.

The honorable court, having taken the matter into consideration, condemn the defendant to pay the plaintiff the sum of

fl.197:6 in seawan, according to correct settlement of accounts made in the presence of two witnesses, within the space of three times 24 hours, and also to pay the costs of the suit. But as the defendant claims that he may have forgotten something at the aforesaid settlement of accounts of Oct. 9, 1679, he may present it afterwards and demand it from the plaintiff.

Extraordinary session held in Albany, October 10, 1679

Presentibus ut ante

Whereas Jochim Lambertse, deputy sheriff at Kinderhoek, has requested us several times to be relieved of his duties, his request is granted. But as the place called Kinderhoek would then be without any officer, their honors have thought fit and resolved to choose a constable and two overseers to exercise proper supervision over the aforesaid place for the period of one year and to settle any irregularities which may arise there as regards fences, roads, etc., according to law.

Their honors aforesaid, therefore, have chosen the person of Jochim Lambertse to be constable for the period of one year, or until further order, who accordingly has taken the oath.

And for overseers Jan Tyse and Adam Dingemans, who likewise have taken the oath of overseers according to law.

The constable is authorized to have a constable's staff with the king's arms made at the expense of their village.

[472] Ordinary session held in Albany, November 4, 1679

Present:

M. Gerritse
Corn. van Dyk
Hend. van Ness
J. Provoost
Teun. Spitsenb[ergh]

Gabriel Thomson, plaintiff, against Claes Bever, defendant.

The planitiff demands of the defendant 75 gl. in beavers by balance of account for goods received by him.

The defendant acknowledges the debt, but says that at the

time he contracted the debt he received permission to defer payment, the plaintiff having said that what he could not pay in one or two years he might pay the third year, all of which he offers to prove on the next court day.

The plaintiff denies it.

The honorable court consent to adjourn the case until the next court day, on condition that he produce proof of what is alleged above.

Claes Bever, plaintiff, against Jan Cornelise Roodt, defendant.

The plaintiff demands according to his account fl.108 in beavers and 6 gl. 10 st. in seawan for board.

The defendant says that he settled accounts with his wife and requests a copy of the account in order to make answer to it on the next court day.

The honorable court authorize and request Claes Janse Stavast and Jacob Tyse van d[r]. Heyden to examine the accounts of the parties tomorrow, Nov. 5, 1679, in the afternoon and if possible to reconcile the parties and to make a report of their transactions to their honors.

Tierk Harmense, plaintiff, against Barent Albertse Bradt, defendant.

The plaintiff demands of the defendant payment for having built a house for the defendant in the Halve Maen, for which it was stipulated that he was to receive 27½ beavers, to be paid one-half in beavers and one-half in boards, at 8 boards to the log. Also, payment for 4 days' wages.

The defendant says that the house is not yet finished. Also, that payment may be made in boards, according to their written contract which he produces.

The honorable court order the plaintiff to finish his work and order the defendant to make payment to him according to the contract within the space of 14 days, and in addtion to pay him for his extra days' work.

Teunis van der Poel and Barent Pieterse, plaintiffs, against Ludovicus Cobes, defendant.

[473] The plaintiffs demand of the defendant for house rent

the sum of 8 beavers, according to the award of arbitrators dated March 6, 1672/3.

The defendant being absent, the secretary says that he requests adjournment until the next court day, as he was summoned home.

The honorable court grant the request.

Idem, plaintiffs, against Jan Gow, defendant.

The plaintiffs produce an account of fl.258:15 in beavers payable by the defendant, on which fl.140:15 has been paid, so that the remainder is fl.118 in beavers. They request judgment.

The defendant says that he has other counter claims.

The honorable court order the parties to deliver their respective accounts to Jan Janse Bleker and Hend. Cuyler, who are authorized to examine them within 14 days and on the following court day to make a report to their honors.

The referees in the case of Tierk and Wynant standing inside, they hand in their report in writing, but the case is put over to the next court day as the bench is incomplete.

Dirk Teunise, appearing in court, requests that Harme Gansevoort may make a declaration regarding the small piece of land situated at Catskill, on the north side of the kill, opposite Jan Conell's land. Being sworn, he declares that the land never belonged to him, although it is included in his patent, but that it was conveyed and added again to the farm of Dirk Teunise before he bought the farm. Also, that it never belonged to Jantie, the Irishman, from whom he bought the land, and that it was inserted in his patent by mistake.

Whereas Mr Tim°. Cooper died in New Jersey and has a horse here in the pasture which is under no one's supervision and which no one is authorized to sell, Mr W^m^. Loveridge, his agent, being summoned, is willing to deliver the said horse and all the papers to the custody of the court.

The honorable court order the sheriff and the constables to demand all the documents from him and to sell the horse at

auction for the benefit of the said estate within the space of 14 days.

Mr Adriaen Gerritse van Papendorp appeared in court and produced the will of Rut Aerts, deceased,[1] appointing him administrator of the said estate. He requests that the will may be declared valid and also requests a certificate from the court that the said person is dead, the said will being written by Notary Public Adr. van Ilpendam, and dated June 30, 1679.

The honorable court declare the will exhibited valid and order the secretary to record it and to issue a certificate under the city seal that the said Rutt Aertss died on the 26th of October last, in order that it may be sent to Holland.

[474] The constables of Albany appear in court with the accounts of the creditors of the late James Penniman and, as many goods of the said Penniman are perishable, earnestly request that they may have full power and authority to sell the same for the benefit of the estate.

The honorable court, *fiat*, and they order the secretary to give them a certificate of administration in the usual form to sell the said goods and effects within the space of 14 days, with special order to notify the creditors of the aforesaid estate to swear to the accounts presented by them on the next court day.

Locus

Sigilli

Whereas James Penniman, hatter, recently died without leaving any relatives in this jurisdiction to administer his estate, which needs to be settled, this is to certify and to declare that the constables of Albany have been appointed, and absolutely and fully confirmed, as administrators of the entire estate and property, both real and personal, of whatever nature the property may be, which heretofore belonged to the aforesaid James Penniman, deceased, within this jurisdiction, to dispose thereof as the law in such cases requires, provided that they are to render a full account and statement of their transactions in the matter afore-

[1] Rutger Arentsen, shoemaker.

said. *Actum* in Albany, at the session of their honors, this 4th day of November in the 31st year of his Majesty's reign, anno 1679.

Locus
Sigilli

We, the undersigned commissaries and magistrates of the city of Albany, colony of Renselaerswyk and Schaenhechtady in America, being under the jurisdiction of his Royal Majesty of Great Britain, declare and certify that a certain inhabitant of our city, named Rutt Aertse, in his lifetime master shoemaker, died on the 26th of October 1679 and on the 28th was honestly buried. In token of the truth, we have signed this with our several hands and caused our seal to be affixed hereto. *Actum* in Albany, in our city hall, on the 4th of November, in the 31st year of the reign of our sovereign lord Carolus the Second, King of Great Britain, France and Ireland, defender of the faith, Annoque Domini 1679.

The will follows.[1]

[476] Upon complaint and information of our sheriff, setting forth that Jan Cornelise Vyselaer, alias Jan Gow, yesterday evening severely wounded the person of Dirk Albertse Bratt in the back, the latter was examined by the city surgeon and found to be in a dangerous condition. You are therefore hereby ordered in his Majesty's name immediately to arrest the person of Jan Gow and to keep him in confinement until he gives bail in the sum of £500 sterling for his appearance before the court or elsewhere, at whatever time or place he may be lawfully summoned to appear. *Actum* in Albany, this 7th of November 1679.

On November 14th, Takel Dirkse and Maes Cornelise went bail on the above condition as shown by their bond.

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[1] The Dutch text of the will is recorded on p. 475–76, the date of recording being given as November 4, 1679. For a translation of the will, see *Early Records of Albany*, 3:479–81.

Ordinary session held in Albany, December 2, 1679.

Present:

A. Teller
M. Gerritse
D. Wessells
C. van Dyk
H. van Ness
J. Provoost
T. v. Dr. Poel
Sheriff Pretty

Jacob Lokermans, plaintiff, against Jan Martense, defendant.

Ludovicus Cobes, attorney for the plaintiff, says that an attachment has been placed on the defendant's grain on account of debt, to wit, on account of a mortgage dated May 8, 1678, in the sum of fl.826:12 in beavers, with interest at 10%, and afterwards on account of 337½ schepels of wheat, which were contracted for, all for goods received. He requests that the attachment may be declared valid.

Default of the defendant.

[477] The honorable court declare the attachment valid. Meanwhile, the case is to remain *in mora* and the parties are ordered to appear on the next court day.

Pieter van Waggelen, plaintiff, against Jan Jacobse Gardinier, defendant.

The plaintiff says that he has attached the defendants' boards lying at the mill, claiming that by balance of accounts there are due to him 210 boards.

The defendant says that he has a counter claim.

Whereupon immediately Jacob Sanders and H. Cuyler are requested by their honors to examine the accounts of the parties. They find some discrepancies in the accounts, for which the plaintiff offers to produce proof.

The honorable court order the plaintiff to produce proof of the entries in question on the next court day.

Cornelis van der Hoeve, plaintiff, against Cornelis Teunise, defendant.

The plaintiff demands of the defendant 11 schepels of wheat arising from the sale of 200 pieces of wood.

Default of the defendant.

The honorable court condemn the defendant to pay the 11 schepels of wheat demanded to the plaintiff within the space of 14 days, *cum expensis.*

Aernout Cornelise Viele, plaintiff, against Hend. Gerritse, defendant.

The plaintiff demands of the defendant fl.64:6 in seawan for the remainder due for tavern expenses.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of fl.64:6 in seawan demanded within the space of 14 days, *cum expensis.*

Luycas Pieterse, plaintiff, against Jan Jacobse Gardinier, defendant.

The plaintiff's wife, appearing, demands on behalf of her husband fulfillment of a certain contract made with the defendant on November 28, 1675, about the hire of her sawmill, leased to him for 300 boards *per annum*, amounting last 28th of November to 1200 boards, on which he has paid only 676 boards. She asks for the remaining 524 boards and delivery of 13 saws, 1 old ax, and the house and garden in as good condition as he received them, according to the contract.

The defendant acknowledges the debt and promises to satisfy the contract.

The honorable court condemn the defendant to pay the 524 boards to the plaintiff according to his confession and promptly to satisfy the contract and to pay the costs.

Marte Cryger, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands by balance of an account which he produces the sum of fl.126:12 in seawan and fl.27:6 in beavers for goods received.

The defendant asks that he be permitted to go over the books and settle accounts accordingly.

The plaintiff replies that he is willing to have him go over the books to settle accounts, but he requests judgment.

The honorable court order the defendant to go over the accounts with the plaintiff and to pay the balance within the space of 14 days, *cum expensis*.

[478] Rich. Pretty, sheriff, plaintiff, against Jurian Teunise, defendant.

The plaintiff states in writing that the defendant on the 3d of July last came to the house of Ger[t]. Banker and there very insolently, after using much abusive language, called the said Banker to come out of doors and, according to his own confession, struck him with his fist, adding that even if he had two Ger[t]. Bankers before him, he would have licked them, if he only had had them in another place. He concludes that it is a matter of grave consequence to attack a person near his door, it being public assault. The officer therefore demands that the defendant be condemned to pay a fine of fl.300 and the costs of the proceedings.

The defendant enters a complete denial.

The plaintiff offers to prove the charges on the next court day.

The honorable court grant him time and order him to bring proof.

Idem, plaintiff, against idem.

The plantiff states that the defendant on the 6th of November last, at night, long after the ringing of the bell, entertained company, on which occasion Dirk Albertse Bradt got into dispute with Jan Gow and was seriously wounded by him, all of which are matters of serious consequence. The plaintiff therefore demands that the defendant be condemned to pay a fine of fl.50, *cum expensis*.

The honorable court, having heard the defendant's answer, condemn him to pay a fine of fl.12 in seawan for the benefit of the officer, *cum expensis*.

Mr Richard Pretty, sheriff, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff hands in his declaration in writing, as recorded

in Declaration Book No. A, folios 11 and 12, setting forth that the defendant on the 6th of November last stabbed the person of Dirk Albertse Bradt with a knife in his back, which wound, being 5 inches deep, according to the surgeon's report, was so dangerous that it nearly cost him his life, whereupon the defendant made his escape. He therefore requests that the defendant be ordered to make compensation to the injured person and to pay a fine of fl.300 in beavers, *cum expensis*, and be required to sign a bond for his good behavior.

The defendant says that he went with Dirk Albertse to the house of Jurian Teunise to play cards and that in the course of the playing Dirk started a row, which ran so high that the defendant went with Maes into the chamber to avoid the dispute. But Dirk followed him into the chamber, pursued the argument and challenged him to step outside the door, whereupon he went out with him. He was struck on the forehead, so that he could hardly stand up, whereupon he drew his knife, not knowing what Dirk intended to do, it being night. He wrestled with him and, as he fell against the house, the knife which the defendant had in his hand entered his back.

Dirk Albertse Bradt acknowledges that he defied him by snapping his finger at him and that he challenged him to come outdoors, but says that he had no sharp instrument in his hand. [479] On coming outside, he grabbed the defendant by the hair, whereupon Jan Gow threw one arm around his body and with the other hand stabbed him in the back.

1 Maes Cornelise, being sworn, says that he went to the house of Jurian Teunise, where Jan Gow and Dirk were playing cards and had a great dispute with each other, whereupon Jan Gow, having fetched a full tankard of wine in the front room, went into the chamber. Dirk afterwards came into the chamber and again took up the quarrel, snapping his finger at him and challenging Jan Gow to come outside. The latter went out with him and Dirk again entered the house, being wounded. The deponent knows nothing further about the matter.

2 Evert, a soldier, being sworn, confirms the above and states that Jan Gow said that he would rather give a pint of wine than to have a quarrel.

3 Capt. Hans Hendrix, being sworn, says that he knows nothing about the matter, except that Dirk came into the house wounded.

4 Hans Dreper confirms the testimony of Maes Cornelise that when he came into the room Jan Gow sat at one end of the table and Dirk at the other end. Dirk told Claes Bever to sing a song, whereupon Jan Gow asked Dirk what he was doing in their company and told him to keep his mouth shut. Then Dirk snapped his finger at him and said that was meant for him and asked Jan Gow to come outside. Later Dirk came in again wounded. Further the deponent knows not.

5 Evert, the cooper, confirms the above testimony of Hans Dreper.

The honorable court, having considered the matter and duly taken into account everything that is material, adjudge that the defendant has committed a serious crime in wounding Dirk Albertse Bradt. They therefore condemn him to pay a fine of fl.250 in seawan for the benefit of the sheriff, together with the costs of the trial.

Idem, plaintiff, against Dirk Albertse Bradt, defendant.

The plaintiff hands in a written declaration recorded in Declaration Book No. A, folios 12 and 13, stating that the defendant, by teasing, using threats and many spiteful words and challenging the aforesaid Jan Gow, as will appear upon the testimony of witnesses, was the *causa movens* and the originator of the dispute which arose between him and Jan Gow on the 6th of November last, when he was wounded. He therefore puts the defendant on the same basis as the delinquent who wounded him. He therefore demands that the defendant be required to sign a bond for his good behavior and be ordered to pay a fine of fl.300 in beavers, *cum expensis.*

The defendant acknowledges that he defied Jan Gow and challenged him, but says that he only struck him with his fist,

because Jan Gow told him to keep his mouth shut. On coming outside, he grabbed him by the hair, whereupon Jan Gow threw one arm around his body and with the other hand stabbed him in the back. He therefore requests that he may be compensated for his suffering and for his loss of time and that Jan Gow may be ordered to pay the surgeon's fees, amounting to 10 beavers, according to his account.

N. B. In the extract the above five depositions ought to have been inserted also, having served for both parties, but they are omitted here as it would be needless trouble to insert them twice.

[480] The honorable court, having considered the matter and duly taken everything into account, adjudge and decide that the defendant was the *causa movens* and originator of the quarrel, having challenged Jan Gow, used spiteful language and snapped his finger at him, etc., according to his own confession. They therefore condemn him to pay a fine of 50 gl. in seawan for the benefit of the officer and also to pay the surgeon. For the reasons aforesaid he is allowed no compensation for his suffering, but on the contrary warned to refrain hereafter from committing such actions, on pain of being immediately ordered to give security for his good behavior. He is likewise ordered to pay the costs of this trial.

Teunis van der Poel and Barent Pieterse, plaintiffs, against Jan Gow, defendant.

Case according to the preceding minutes. The plaintiffs persist in the previous demand of the 4th of November, to wit, that the defendant be condemned to pay by balance of account 118 gl. in beavers.

The honorable court refer the parties to their previous resolution, namely, that the accounts be placed into the hands of Jan Janse Bleker and Hend. Cuyler to be examined.

Idem, plaintiffs, against Ludovicus Cobes, defendant.

Case according to the preceding minutes. The plaintiffs, by virtue of the award of referees, dated March 6, 1672/3, still demand the sum of 8 beavers for house rent when he lived in the fort.

The defendant says that he did not make an agreement with them but with the commissary, Monsr. Montagnie, deceased. He presumes therefore that they must recover their money from the West India Company and produces an account, signed by Monsr. van Ruyven, showing that the company at this moment owes him more than the amount of their claim.

The plaintiff, Barent Pieterse, offers to swear to the matter.

The defendant defers the oath to the plaintiff.

The oath having been deferred to Barent Pieterse Coeymans, he swears that he leased the house to the defendant and that he looked to the defendant only for the house rent and that Montagnie never promised to pay the rent of the aforesaid house.

The honorable court condemn the defendant to pay the sum of 8 beavers to the plaintiff within the space of 14 days, *cum expensis*.

[481] Johannes Wendell states that he has placed an attachment of 52 gl. in beavers on the estate of James Penniman and that Mr Pretty has placed an attachment on it of 60 gl. in seawan. He requests that the same may be declared valid.

The honorable court are of the opinion that for the present no attachments on the estate of James Penniman can be accepted or declared valid.

Mr And. Teller, attorney for Mr Hezekiah Usher, of Boston, states that he has attached the money of Mr Parker which is due to him from Dirk Albertse Bradt on account of the exchange of his house, as the aforesaid Usher has a bond payable by Parker in the sum of £26, Boston money.

The honorable court declare the attachment valid.

After deliberation, it is decided and resolved that the burghers of Albany and the colony of Renselaerswik are at the first opportunity to raise the level of the burying ground within the city four feet high with sand and the constables are hereby ordered to make a calculation of how many loads of sand will be needed therefor and to notify the burghers and inhabitants aforesaid how many loads each one individually is to haul,

Andries Albertse Bradt appears before the honorable court, assembled in extraordinary session, stating that he forgot himself in making some defamatory remarks about the bench of justice with reference to the sentence of his brother, Dirk Albertse, having greatly insulted the person of Johannes d'Wandelaer in the presence of the president of the court. The said d'Wandelaer complained about him, saying: "Do justice to me." The president answered: "I am not sitting here to do justice." Whereupon Andries Albertse said to the said president: "Do not judge me as you judge my brother." All of which he confesses, praying simply for forgiveness, as he was exceedingly drunk, stating that he is very sorry.

The honorable court, seeing the great sorrow of the petitioner, are filled with commiseration for him and therefore condemn the aforesaid Andries Albertse Bradt to pay a fine of fl.50 in seawan for the benefit of the sheriff, *cum expensis.*

Actum in Albany at a session of the honorable court, this 27th of December, 1679.

[482] Ordinance

The honorable commisaries of Albany, colony of Renselaerswik and Schaenhechtady, etc., to all those who shall see these or hear them read, Greeting! Know ye that whereas by sad experience we have recently discovered that in case of fire, when every one ought to be diligent and do his best with God's help to extinguish the same, great disorder and confusion prevail, therefore, it being their honors' official duty to provide therein as far as possible, we hereby expressly order that every one at the ringing of the bell or any similar signal is to resort to the fire with a water bucket and those who appear there without a bucket are to pay a fine at the discretion of their honors.

Likewise every one is to obey the fire masters who are appointed by the honorable court, to wit, Mr W^{m}. Teller, Mr Stoffel Janse Abell and Mr Adriaen Gerritse, in order upon such occasion of fire (which God prevent) to fetch a ladder, hooks and other implements, as they are to exercise authority

in such cases. It is strictly forbidden to take any fire ladders or hooks or any implements from the shed behind the church, except in time of need, whether directly or indirectly, under penalty of a fine of 25 gl. in seawan for the benefit of the sheriff.

Their honors, observing the great peril and danger of the presence of stacks of hay or straw in the place which the least spark might set on fire, thus endangering the entire city, hereby expressly prohibit and forbid everyone to put any stacks of hay, straw or any other fodder on their lot within this city, or in any house where fire is kept, under penalty of 50 gl. in seawan. Those inhabitants who already have stacks standing at present are ordered to remove the same within the space of 14 days under penalty of the aforesaid fine.

The sheriff is ordered to take due notice of the above and to inspect the entire place with a constable and a mason to see whether the chimneys and fireplaces are in fit condition to be used.

The great carelessness of the people in throwing ashes in the street before the coals are extinguished being also taken into consideration, the same is likewise strictly prohibited under penalty of being mulcted in a fine at the discretion of their honors.

Actum in Albany at our courthouse this 30th of December, 1679.

The order was delivered at the house of each of the three fire masters according to which he is to regulate himself.

[483] Ordinary session held in Albany, January 6, 1679/80

Present:

A. Teller
M. Gerritse
D. Wessells
C. v. Dyk
Hend. v. Nes
J. Provoost
T. v. d^{r}. Poel
Mr Pretty, Sheriff

Jan Gow, plaintiff, against Claes Bever, defendant.

The plaintiff says that about 30 years ago he sold a colt to Jan Corn. Roodt for 9 schepels of wheat, which sum the defendant agreed to pay to Harme Gansevoort for the plaintiff's account.

The defendant denies it.

Harme Gansevoort, being summoned, says that he never made an agreement with Claes Bever regarding the payment.

The honorable court nonsuit the plaintiff and condemn him to pay the costs.

Mr Jan Becker, plaintiff, against Mr Rich. Pretty, defendant.

The plaintiff demands the balance of account amounting to the sum of fl.110:12½ in seawan.

The defendant produces a counterclaim of fl.60 in seawan for leakage of an anker of rum; also fl.7:2½ in seawan for tobacco and says that he owes but one half-year's salary.

The honorable court, having examined the papers and accounts of the parties, find that the defendant owes the plaintiff fl.103:10 in seawan, which he is ordered to pay within the space of 14 days, *cum expensis.*

Pr. van Waggelen, plaintiff, against Jan Jacobse Gardinier, defendant.

Case according to the preceding minutes. The plaintiff produces Ands. Alb. Bradt as witness regarding the matter at issue. He states that the defendant said that the 32 boards were thrown out.

The honorable court, having examined the matter and the documents, condemn the defendant to pay the plaintiff the sum of 78 gl. in beavers, deducting 49½ boards at 24 boards to the beaver, as the plaintiff has not produced complete proof regarding the boards in question according to his promise. Each party is to pay one-half of the costs.

Gabriel Thomson, plaintiff, against Claes Bever, defendant.

Case according to the preceding minutes. The plaintiff still demands 75 gl. in beavers by balance of account.

The defendant, who had agreed to produce proof that he had

been allowed two or three years' time to make payment, being in default, is condemned by the honorable court to pay the 75 gl. in beavers to the plaintiff within the space of 14 days, *cum expensis*.

Mr Pretty, sheriff, plaintiff, against Jurian Teunise, defendant.

Case according to the preceding minutes. The plaintiff persits in his previous demand of the 2d of December, that the defendant be condemned to pay a fine of 300 gl. in seawan for his assault committed on the person of G. Banker, having proof thereof.

Anth°. Lespinard, being sworn, says that he saw Jurian Teunise come out of the house of G. Banker with the said Banker and that Jurian struck the said Banker on the forehead.

Jeronimus Wendel, being sworn, says that he saw Jurian Teunise deal G. Banker such a blow that his hat was knocked off.

The honorable court find that it was only a blow with the fist and condemn him to pay a fine of 25 gl. in seawan, *cum expensis*.

[484] Teunis van der Poel and Barent Pieterse, plaintiffs, against Jan Gow, defendant.

Case according to preceding minutes. The matter at issue having been submitted to Mr J. Bleeker and H. Cuyler, they report that the defendant by balance of accounts owes the plaintiff fl.106 in beavers, which sum he is ordered to pay within the space of 14 days, *cum expensis*.

The honorable court, having considered the necessity of appointing some persons who in case of fire are to be in authority and who can advise and order the inhabitants to use the best means to extinguish the fire, their honors aforesaid have authorized, as they hereby do authorize, the following three persons, to wit, Mr W^m^. Teller, Mr Stoffel Janse Abeel and Mr Adriaen Gerritse van Papendurp, to be fire masters, in order in case of need to order every one to bring fire ladders and other materials to the place of the fire and to go there themselves to devise other means for the prevention of further damage. They

are likewise to take good care of the fire ladders and other necessary implements belonging thereto and each of the fire masters is to have a key to the church, in order in case of need more quickly to give the alarm. *Actum*, in Albany, January 6, 1679/80.

Extraordinary session held in Albany, January 20, 1679/80

Present:

A. Teller
M. Gerritse
D. Wessells
C. van Dyk
J. Provoost

At the request of Dom. Gideon Schaets and the reverend consistory, who pray for maintenance of justice in connection with some slanderous remarks by some of the Lutheran persuasion, Ida Barents is summoned to appear before the court and asked whether she has heard any of the Lutheran congregation make any slanderous remarks, as has been reported to their honors. She declares under oath as follows: That on Thursday last she came to the house of Annetjen Evertse, where Symon Volkertse's wife, named Engeltje, said to her husband: "Tomorrow, the banns of your daughter and the son of Huybert d'Guyt will be published in the church. Then your daughter will have an executioner for a father-in-law." These words she spoke in the presence of Annetje Evertse, Tierk Harmanse and Phillip Wendel, whereupon the husband said: "What kind of a statement is that?" Thereupon she left the house.

N. B. It is to be observed that the next Friday the early service was to be held before the Lord's Supper and that after the said daughter had made her confession of faith the banns were to be proclaimed.

The aforesaid Ida also declares that Engeltje aforesaid yesterday, being the 19th of January, came to the deponent's house and, being much upset, stated that she would never allow her daughter to partake of the Lord's Supper in the Reformed

church, even if she had to quarter her daughter [to prevent her from doing so] and, holding her hand before her mouth, said: "I had better keep still and say no more."

Phillip Wendel, being sworn, declares that he heard at Annetje Evertse's house that Ida had heard it from the mouth of Engeltje aforesaid.

Annetje Evertse, being summoned and being asked whether she heard what is written above, answers, No, that she heard nothing of the kind.

Tierk Harmense, being sworn, says that on Thursday last he heard Symon Volkertse's wife say to her husband at the house of Annetje Evertse that his daughter was to marry the son of Huybert d'Guyt[1] and that then she would have an executioner for a father-in-law. He knows nothing further about it.

[485] Extraordinary session held in Albany, January 22, 1679/80.

Present:

M. Gerritse
D. Wessells
C. v. Dyk
J. Provoost

The court meets at the request of Engeltje, the wife of Symon Volkertse, who says that she has heard that their honors have been informed that she made some slanderous remarks. She wishes to know what they may be. Whereupon the above testimony of Ida Barents and Philip Wendel is read to her. Engeltje answers that she did not say what is above written, namely, that the banns of her daughter and the son of Huybert d'Guyt were to be published tomorrow, but that she had heard from several people that her daughter would be married to Ryk Michielse, the son of Huybert d'Guyt, and that she went to the house of Marte Gerritse and asked his wife whether there was any truth in it. The latter told her that she could not bear him. There-

[1] Huybert Jansen, *alias* "de guyt," or the rascal.

fore, she says that she said so to her husband in all innocence, owing to such rumors, but not in disparagement.

Their honors reply that they are not satisfied with such an answer and can not accept it as satisfactory, as she denies what is positively sworn to by two witnesses. Whereupon Engeltje aforesaid, leaving the room and again appearing before their honors, after having taken the matter more to heart, declares as follows:

That she is heartily sorry that she made such remarks and therefore prays God and the court for forgiveness for the offense committed by her, promising that she will hereafter conduct herself better.

The honorable court, having taken the matter into consideration, are filled with compassion for the petitioner and at her humble request forgive her the fault committed by her, on condition that she shall hereafter guard herself against saying anything about oppression of conscience, or similar matters.

Ordinary session held in Albany, February 3, 1679/80

Present:

A. Teller
M. Gerritse
D. Wessells
Corn. van Dyk
H. van Ness
J. Provoost
T. v. d. Poel

Jan Cornelise, plaintiff, against Jacob Casperse, defendant.

The plaintiff demands of the defendant 9 schepels of wheat for wages earned by him in the harvest.

Default of the defendant.

The honorable court condemn the defendant to pay the sum of 9 schepels of wheat demanded to the plaintiff, *cum expensis.*

Harmanus Borgerse, smith, plaintiff, against Jacob Janse van Noorstrant, defendant.

The plaintiff says that the defendant hired out to him his son Jacob for the period of six years, according to the contract thereof signed by him, and that he has now taken him home. He requests that he may be ordered to send his son back to serve out his time, and pay the costs.

The defendant says that the contract is no good and that his son was engaged only on trial. Also, that the boy does not like the smith's trade.

[486] The honorable court adjudge and decide that the defendant is to agree with the plaintiff and to make compensation. Otherwise, the contract that was made is to take effect. They recommend that the parties make a contract with each other *in communi forma*, in order to avoid further disputes. The defendant is condemned to pay the costs of the suit.

Hend. Bries, plaintiff, against Harme Janse,[1] defendant.

The plaintiff says that last fall he sold a cow to the defendant for 30 lbs of shoemaker's thread, on which only 18 lbs have been paid. He asks for a judgment for the remaining 12 lbs of thread, amounting to 3 beavers.

Default of the defendant.

The honorable court condemn the defendant to pay the 12 lbs of shoemaker's thread to the plaintiff according to the contract within the space of 14 days, *cum expensis*.

Geertruy Barents, the wife of Jacob Hevick, plaintiff, against Harme Gansevoort, defendant.

The plaintiff demands according to the defendant's bond for rent of the brewery, belonging to her and Reyndert Pieterse jointly, the sum of fl.98:15 in beavers for her share, on which something has been paid by him as appears from the account.

Default of the defendant.

The honorable court order the parties to adjust their accounts before Mr Adriaen van Ilpendam and Claes Janse Stavast. He who is found to be indebted is ordered to pay within the space of 14 days, with costs.

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[1] Harmen Jansen, *lyndraeyer*, or the rope maker.

R. Pretty, sheriff, against Wm. Abrahamse, smith at Schinnechtady, defendant.

The plaintiff states in writing that the defendant makes a business of tapping strong liquor at Schinnechtady in violation of the ordinances made in regard to it, without having received any permission to do so in the least, contrary to the licences granted by his honor to some others. He therefore requests that the defendant may be condemned for such misdemeanor to pay a fine of fl.300 in seawan, *cum expensis*, and also a fine of 25 gl. seawan for having 10 or 12 days ago driven away with the wagon without consent.

Dirk Hesselingh, being sworn, swears that he did not see the defendant tap liquor, but that he poured it from a keg into a small measure and that he presumes that he must give money for it.

Jurian Loodtman, being sworn, says that he saw the defendant tap from a cask. He knows nothing further, having been his servant.

The defendant himself acknowledges that he has furnished and tapped wine to several people, but says that he did not know that this was prohibited. Also, that he has loaned wine to tavernkeepers who were without wine, when strangers came.

[487] The honorable court, finding that the defendant has tapped without licence from the governor general, contrary to his honor's order, condemn him to pay the sum of fl.100 in seawan to the plaintiff and the costs of this court.

Idem, plaintiff, against Grietie, the wife of Pr. Jacobse Borsboom, at Schinnechtady, defendant.

The plaintiff declares that about 4 or 5 days ago he went to the defendant's house, *ex officio*, to make a search whether there were any beavers of peltries and there, under her bed, saw a beaver sticking out through the crack between the boards. Wishing to make an inspection there, he was several times prevented from doing so by the defendant, who threatened to pull his hair if he did so, so that he was forced to leave without having

accomplished his object. As this refusal can not be construed otherwise than as an assault, as from his own confession he well knows that there were 4 or 5 beavers there, since she offered two beavers to settle the matter, he requests that she may be condemned for such assault to pay a fine of fl.300 in seawan and to deliver the beavers which she acknowledged were there, all *cum expensis.*

The defendant acknowledges that she resisted him, alleging that it is improper and outrageous to pull a bed down on the floor, but she denies that there were beavers or that she offered to settle the matter. She again says that she will not allow her bed to be thrown on the floor and admits that she afterwards resisted it in the presence of L. Cobes.

The honorable court adjudge and decide that the defendant violated the placards and ordinances in that respect and has acted very willfully in resisting an officer in the performance of his duties. They therefore condemn her to pay a fine of fl.80 in seawan for the benefit of the plaintiff, *cum expensis.*

Claes Bever, plaintiff, against Jan Cornelise Roodt, defendant.

Case according to preceding minutes.

The honorable court have decided to submit the question between the parties to Joannes Wendel and Claes van Patten, to which the parties agree.

The referees adjudge that Claes Bever by balance of all accounts is to receive fl.65 in seawan. Jan Cornelise is to pay 2/3 of the cost and Claes Bever 1/3.

After deliberation it is decided and resolved that each burgher is to deliver one load of wood at the guard house at this time while the hauling is good, according to the former custom, and the officer is hereby authorized to have this order executed. *Actum* in Albany, Feb. 3, 1679/80.

Ro^{t}. Livingston, Sec.

To Capt Hans Hendrix

[488] Mr Dirk Wessells, commissary, reports that a certain Indian, named Sinnochdasegie, on the 30th of January last came

to his house and told him that when he was in the Maquas' land, intending to come here, he complained to Cannondondawe, chief sachem of the Maquas, that he did not dare come here because he had some dispute with Dirk Albertse Brat about the payment for some beavers and that he would probably have to fight here. Thereupon Cannondondawe said: "Child, do not do that. Here is a piece of seawan which they call a letter. Go to the sachems at Albany and make known your case to them. They will remedy the matter." Which seawan he gave to Mr Wessells, stating the case to him. The latter went to see Dirk Albertse and, hearing that he was at the house of Hillitie van der Zee, he asked him to come outside and told him in the presence of the Indian that he understood that there was some dispute between him and the Indian and wished to see him about it. But Dirk, without listening, pulled the Indian by the nose in an angry mood, whereupon the said Wessels told him to leave the Indian in peace. Notwithstanding this, he took the Indian by the shoulder and pushed him away, kicked and abused him, etc. Whereupon Mr Wessels reproved him and asked why he did this in his presence. But Dirk answered: "Do your best," and went away.

The Indian was immediately taken to the house of Aernout, sworn interpreter, and examined in the presence of Mr van Dyk and Mr Provoost, commissaries, to whom he repeated the above.

Dick Albertse Brat having immediately been summoned and examined by their honors, they adjudge this to be a matter of serious consequence which might lead to disturbance of the public peace and to the contempt of the court, especially in the presence of the Indians who come to seek justice. He is, therefore, ordered within the space of three days to give a bond in the sum of £25 sterling, signed by two sufficient sureties, for his good behavior during the period of one year, while for his contempt of court he is condemned to pay a fiine of 50 gl. in seawan to the sheriff, *cum expensis.*

Ordinary session held in Albany, March 2, 1679/80

Present:

A. Teller
M. Gerritse
D. Wessells
C. van Dyk
Hend. van Ness
Teun. v. d. Poel
R. Pretty, Sheriff
John Provoost

Lawrence van Ale, plaintiff, against Jan Tyse, defendant.

The plaintiff asks that an allotment be made of the land lying to the south of the defendant's house, which heretofore belonged to Jan Hend. Bruyn and Evert Luycasse, and that at the same time it may be cleared in the same way as the plaintiff cleared his land. Also, that he may be ordered to keep in repair the fence along the land possessed by the plaintiff and compensate him for the trouble and expense incurred by him.

The defendant requests a copy of the documents in order to make answer on the next court day, stating that he will bring evidence showing what has been done by the referees; also, that he is not required to make an allotment of the land.

[489] The honorable court: *fiat;* copies to be delivered to the defendant, who is ordered to produce the contract of sale and other documents on the next court day.

Jurian Teunise, plaintiff, against Jan Cornelise Vyselaer, defendant.

The plaintiff demands of the defendant by balance of account the sum of fl.414:12 in seawan for traveling expenses.

The defendant claims that he does not owe so much and requests a detailed account.

The honorable court order the parties to settle their accounts together within the space of three days in the presence of Johanness Wendell and Jacob Sanders, constables, and if they can not agree to report to their honors.

Idem, plaintiff, against Hendrik Gerretse, defendant.

The plaintiff demands of the defendant the sum of fl.102:16 in seawan, part of which debt has been worked off by the defendant, but he does not know how much.

Default of the defendant.

The honorable court order the parties to adjust accounts together within ten days and he who shall be found to be in debt is ordered to pay within fourteen days, *cum expensis.*

Gabriel Thomson, plaintiff, against Hend. Coenraetse, defendant.

The plaintiff demands of the defendant the sum of fl.197:19 in seawan for merchandise delivered to him.

Default of the defendant.

The honorable court condemn the defendant to pay the sum of fl.197:19 in seawan to the plaintiff within the space of fourteen days, *cum expensis.*

Idem, plaintiff, against Cornelis Teunise, defendant.

The plaintiff demands of the defendant by balance of account the sum of fl.370:16 in beavers and 19½ schepels of wheat for goods received by him.

Default of the defendant.

The honorable court condemn the defendant to pay the sum of fl.370:16 in beavers and 19½ schepels of wheat to the defendant within the space of fourteen days, *cum expensis.*

And^{s}. Janse Gardinier, plaintiff, against Marte Janse, *alias* Shipper, defendant.

The plaintiff demands of the defendant 4 beavers, which he won from the defendant on a bet about the hauling of a log.

The defendant says that the log was two feet longer than the stipulated length.

The honorable court can not render any judgment in this case, as it was a bet. They therefore condemn the plaintiff to pay the costs.

[490] Harme Rutgers, brewer, appearing before the court, requests permission to conduct the water which comes from the

common well before the widow Goosens's door from the public street to his lot.

The honorable court, considering that the use of the water has been offered several times to those who live near the church, but has been refused by them, decide that per superabundance they shall be notified to make known their answer within 24 hours and if they do not resolve to make use of it, the petitioner is granted full permission to condut the water from the public street to his lot for his accommodation.

Rich. Pretty, sheriff, plaintiff, against Mews Hoogeboom, defendant.

The plaintiff demands the fine provided by the ordinance because the defendant continually lets his children go to the Indian houses on the hill with all sorts of trinkets, knives, paints, etc. to sell to the Indians, having caught them at it on July 12 and 22, August 17 and Feb. 20 last. He therefore requests that he be condemned to pay a fine of 100 gl.

The defendant denies that his children go there to sell anything.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff 25 gl. in seawan, *cum expensis.*

Geertruy Barents, plaintiff, against Harme Gansevoort, defendant.

Case according to the preceding minutes.

The honorable court, having examined the accounts and writings of the parties, adjudge and decide that the defendant is not bound to pay to the plaintiff more than one-half of the bond dated March 25, 1669, as the said bond states that the brewery belongs to them[1] jointly. As to the counter claim of the defendant, it is rejected because he refuses to swear to it, so that the plaintiff's account for wages of the defendant and J. Dirkse, amounting to fl.30 in seawan, is accepted. The defendant is to pay the costs.

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[1] Geertruy Barents and Reyndert Pieterse. See minutes of Feb. 3, 1679/80.

Rich. Pretty, plaintiff, against Gert. Teunise, defendant.

[491] The plaintiff demands of the defendant a fine of fl.200 in seawan, alleging that he was the cause of the trouble which arose last year at Paepsknee, because, after the matter had been settled by two referees, Gert. Teunise was notified to settle with the sheriff.

The defendant denies that he owes anything more than the fine for having struck a blow with his fist.

The honorable court, having heard the argument of the parties, condemn the defendant to pay a fine of fl.25 in seawan to the plaintiff for fighting, and Roeloff Carstense is condemned to pay the costs of the proceedings because he is accused by the witnesses of having been the main cause of the quarrel.

Whereas Mr Wm. Parker, court messenger, has complained to us that Jacob Martense, deputy messenger at Kinderhoek, is very negligent and lax in the performance of his duties, such as serving notices, etc;

The honorable court, having taken the matter into consideration, have authorized, as they do hereby authorize, the person of Jochim Lambertse, constable, to be hereafter deputy messenger at Kinderhoek, on condition that he is to receive his pay from the aforesaid Parker like his predecessor.

Extraordinary session held in Albany, March 8, 1679/80

Present:

A. Teller
D. Wessells
C. van Dyk
H. van Ness
Sheriff Pretty

Extraordinary session of the honorable court held at the request of the constables, the administrators of the estate of James Penniman, deceased, to have the persons who have handed in their accounts against the aforesaid estate sworn.

Mynd[t]. Frederikse swears to the account delivered by him and accepts the counter account in Penniman's book.

Jochin Wessells, being sworn, declares that he did not receive the two beavers which are due to him on the house.

Harme Gansevoort swears to the account delivered by him, but denies the last two items against him in Penniman's book.

Capt. Hans Hendrix accepts the account extracted from Penniman's book and swears to the account delivered by him.

Dirk Albertse Bradt, having an account against him read to him, swears that he does not owe the estate anything.

Evert, the cooper, acknowledges that he owes the estate 70 gl. in seawan for a hat and produces a counter claim of fl.44 in seawan which he confirms by oath, so that he remains indebted in the sum of fl.26 in seawan.

John Gilbert accepts the account of Penniman and swears to the account delivered by himself.

The widow Alida van Schayk accepts the open account in Penniman's book and their honors accept her deceased husband's account.

Harme Rutgers swears to the account delivered by him, which is consequently accepted.

Mr. Gert. Slichtenhorst according to the book is found to be indebted in the sum of fl.39 for paint, but on appraisal by Wm. Loveridge it is found to amount to only fl.27:15 in seawan, on which one schepel of lime has been paid, leaving a balance of fl.23:15. His wife swears that he does not owe the aforesaid estate anything more.

Omy la Grangie swears to his account and accepts the counter account in the book.

Abram van Tricht accepts Penniman's account and swears to the account delivered by himself.

Marte Cryger declares that J. Penniman, deceased, owed him fl.10 and donates the amount to the poor.

Wm. Loveridge swears to the account delivered by him and states that no more than 99 gl. in seawan has been paid on it. He denies the counter account.

Jurian Teunise refuses to swear to his account and relinquishes his claim against the aforesaid estate.

Hilletie Ketelhuyse swears to the remainder of the account delivered by her, which is accepted.

[492] Aernout Cornelise swears to the account delivered by him and accepts the counter account for the hat, but deducts one beaver because the hat was spoiled, as W^m^. Loveridge, Junr. testifies.

Sybrant van Shayk swears to the account delivered by him.

Ro. Gardinier swears to the account delivered by him and accepts Penniman's counter account, but requests a receipt for fl.18 in seawan which he paid to the said Penniman for R. Bingley as a release from all further claims.

John Harris, being sworn, swears to his account and accepts the counter account, with the exception of gl. 25.

The widow Annetie van Shayk swears to her account and accepts Penniman's account, with the exception of 10 gl. in connection with the settlement of the estate between the heirs.

Luycas Gerritse swears to his account and accepts Penniman's account, with the exception in 12 gl. in seawan for making a hat and for meal.

Hans Dreeper swears to the account delivered by him.

Anth^o^. Lespinard swears to his account against the estate.

Rip van Dam swears to the account produced by him.

Ger^t^. Ryerse swears to his account.

Claes Janse Stavast swears that there is still due to him 8 gl. by a settlement of accounts, which is accepted.

Bastiaen Harmense swears to his account.

Christopher Skaif swears to his account.

P^r^. Meuse swears to his account and accepts Penniman's counter account.

P^r^. Adriaense swears to the account delivered by him.

Gabriel Thomson swears to his account.

Jonathan Walker swears to his account.

Ro. Barret swears to the account produced by him and accepts the counter account.

Evert Wendel swears to his account.

Herd. van Ness swears to his account.

Wm. Parker swears to a debit and credit account and denies the other items entered in Penniman's book.

The account of Ro. Livingston, secretary, is approved.

Extraordinary session held in Albany, March 11, 1679/80[1]

Present:

A. Teller
D. Wessells
Corn. v. Dyk
J. Provoost
R. Pretty, sheriff

The court met at the request of Domine Gideon Schaets who, being accompanied by the reverend consistory, complains that Myndert Frederikse, smith, came to his house and told him, the domine, never to admonish any of his children or to speak to them on the subject of religion, saying that he, the domine, went sneaking through all the houses like the devil and adding, "Our domine" (meaning Dom. Barnardus, minister of the Lutheran congregation) "does not do that."

Dom. Schaets further complains that Myndt. Frederikse's wife grievously abused and slandered him behind his back, at Gabriel Thomson's house, as an old rogue, a sneak, etc., and that if she had him by the pate, she would pull out his gray hair; which the domine offers to prove by witnesses.

Whereupon, Myndt. Frederikse and his wife being summoned to court, Dom. Schaets' accusation is read to Myndert, who denies everything, declaring that he has not given the domine an ill word.

[493] Pietertie, the wife of Myndert Frederikse, denies that she called Dom. Schaets a rogue and a sneak, but says that the domine abused her religion as a devilish religion.

Hend. Rooseboom, being sworn, says that he was at Gabriel Thomson's last Monday, when Pieterie, the wife of Myndt. Frederikse, came in and, wishing to go away, was called back

[1] Printed with slight variations in *Doc. Hist. N. Y.*, 3:880-81.

by Gabriel. Conversing on the subject of Dom. Schaets and her daughter, she said: "What business has Domine Schaets to question my daughter?" To which Gabriel replied: "Why should he not do so? Your domine also has the right to question people." Whereupon Pietertie said: "Dom. Schaets, that old rogue and sneak! If I had been present, I would have caught him by the gray pate"—adding, "he might better look after his daughter, the w—e, and take care of her." Whereupon Gabriel said: "*Meutie*,[1] why do you say that and slander the domine so?" To which she replied: "You damned dog! You stand up for whores and knaves."

Cornelis Teunise Swart, being sworn, says that he was also at Gabriel Thomson's last Tuesday, when Pietertie, the wife of Mynd[t]. Frederikse, came in and inquired for her daughter. Not finding her there, she was going away, but Gabriel called her back and said: "Sit awhile, *Meutie*." Talking about Dom. Schaets wishing to question her daughter, she said that she had, herself, a minister to do so, and that if she could get hold of the old rogue, she would pull his gray hair; and further knoweth not.

Mr Pretty, the sheriff, requests the honorable court that he may take part in the proceedings, to institute his action at the proper time.

The honorable court put over the case to the next court day to act then on the merits. Meanwhile, if the parties can be reconciled (saving the respect of the injured party, they are highly recommended to do so, saving the sheriff's action and costs.

Albany, March 12, 1679/80[2]

Mynd[t]. Frederikse and his wife appear before the honorable court, requesting that they may be reconciled in love and friendship with Dom. Schaets, as they have been with Gabriel. Whereupon their honors recommend to him to call Dom. Schaets, which was done immediately.

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[1] Mother.

[2] Printed with slight variations in *Doc. Hist. N. Y.*, 3:881–82.

Dom. Schaets, appearing before the court, is asked whether he is willing to be reconciled with the aforesaid persons. He answers, Yes, on condition that they both acknowledge him to be an honorable man and that they know nothing of him but what is honest and virtuous (always excepting the dispute out of which this case arose, namely, as to universal grace, being no political question); also, that they pay the sheriff's claim and costs.

Whereupon Myndert aforesaid and his wife acknowledge the domine in open court to be an honest man and declare that they know nought of him but what is honorable and virtuous and are willing to bear all the costs of the trial and to settle with the sheriff.

N. B. It is settled by And. Teller and Dirk Wessells for 6 beavers and 6 cans of wine.

[494] Albany, March 11, 1679/80

Gabriel Thomson also complains to their honors that Capt. Hans Hendrix, Myndt. Frederikse and Hans Dreper came to his house to examine his wife upon interrogatories as to what had taken place between Dom. Schaets and the daughter of Myndt. Frederikse, whereupon she told them orally what had happened. Afterwards Myndt. Frederikse came alone with a memorandum in the form of questions, which he wanted to induce the wife of Gabriel to sign. However, he was prevented from doing so by her husband aforesaid, who asked him in the presence of Hend. Cuyler who had given him authority to do so and by which secretary the memorandum aforesaid was written.

He further complains that Myndt. Frederikse's wife called him at the house of Dom. Schaets a rogue, a tramp, a damned dog, Judas and city liar, saying that he is noted as a city liar.

Gabriel Thomson's complaint and accusations having been read to Myndert Frederikse, Capt. Hans Hendrix and Hans Dreper, they deny that they went there having any other authority than that of arbitrators at the request of Myndt. Frederikse, to hear from Gabriel's wife what Dom. Shaets had said.

Hans Dreper says further that Gabriel's wife said to them that Dom. Shaets declared at her house that those who taught that Christ died alike for all men taught a devilish and false doctrine.

Myndt. Frederikse acknowledges that he went to Gabriel's house with a note or memorandum of what is stated above by Hans Dreeper, to ask the wife of Gabriel Thomson to sign it.

Gabriel Thomson's complaint having been read to Pietertje, the wife of Myndt. Frederikse, she acknowledges that she called Gabriel such names, but says that it was done in haste. She also claims that he likewise called her names.

The honorable court having taken the matter into consideration, they recommend that the parties be reconciled and live with each other in peace, seeing that they are so closely related to each other by marriage; saving the sheriff's claim.

March 12, 1679/80

Pietertie, the wife of Myndt. Frederikse, and Gabriel Thomson appeared before their honors and declared that upon their honors' recommendation they were reconciled with each other in love and friendship, on condition that Pietertie aforesaid would acknowledge Gabriel Thomson before the honorable court to be an honest person, against whom she had nothing to say that was inconsistent with honor and virtue. All of which the said Pietertje declares word for word, *verbatim*, in open court, stating also that she is willing to pay the costs.

[495] Extraordinary session held in Albany, March 30, 1680

The council are met in extraordinary session in connection with a certain order sent up by the governor and council, dated January, 7. 17, 20, prohibiting the bolting and packing of flower for exportation. The order reads as follows:

At a Councel held in N: York ye 7:17:20 January
Present ye Governour & full Councell

Whereas severall Complaints and abuses, have been Represented and made Appear concerning ye Bolting and Packing of

flower for Exportacõn to ye Great Detriment and hazard of soe Considerable a Pairt of our Trade, and abuse to these Pairts supplied therewith

Ordered that for ye Future, no bolting mills be allowed to Bolt, or flower Packd for Exportacõn, but att n: York, in order to there due Inspection, at all times, as also the well Screening and cleansing said Corn and for all Caske & Packing &ca. according to Law of wh. all Persones to take notice, and Corform themselves accordingly at ther Perrills

was signed By order of ye Governr. in Councel
Matth: Nicolls, Secr.[1]

After deliberation it is decided and resolved that the above order shall be read immediately from [the front stoop of the court house], but the grain which is at present at the mill and the flower that has already been ground may be bolted. Meanwhile, the court, at their convenience, will send to his honor a humble letter about the matter.

[496] whereas Arent van den Bergh, burgher of this city, died here intestate and Jan Gilbert, his son-in-law, has petitioned us to be admitted administrator of his father-in-law's estate, this is to certify and to declare that the aforesaid Jan Gilbert is fully admitted and confirmed as administrator of the entire estate, including all real and personal property, of whatever nature it may be, which heretofore belonged to Arent van den Bergh, deceased. And the aforesaid administrator is hereby given full power and lawful authority to enter upon and take possession of the above mentioned estate, in order to dispose thereof as administrators have a right to do under the laws of this government, provided he first give security at the secretary's office here for the proper administration as aforesaid, governing himself according to law in the performance of all that the matter may require. *Actum* at our session, this 7th day of May, 1680, to which we have attached our seal.

By order of the court.

[1] The Dutch translation follows in the record.

Appeared before me, Robert Livingston, secretary of Albany, colony of Renselaerswyck and Schaenhechtady, etc., in the presence of the honorable commissaries of the court of the aforesaid jurisdiction, John Gilbert, soldier of his Majesty's garrison here, to whom letters of administration of the estate of his deceased father-in-law, Arent van den Bergh, were granted by the court on May 7th, 1680, to administer the entire estate, including all real and personal property, of whatever nature it might be, which heretofore belonged to his deceased father-in-law, the said administrator having full power and lawful authority by virtue of the aforesaid letters of administration to enter upon and take possession of the aforesaid estate, in order to dispose thereof as administrators have a right to do under the laws of this government, on the express [497] condition that the aforesaid administrator was bound to furnish sufficient security at the secretary's office here for his proper administration, for the release of the court, the aforesaid administrator having promised in addition to give security for the support of his mother-in-law, as to food, drink, etc., as long as she lives, in order that she shall not become a charge upon the community, the aforesaid administrator having furthermore engaged to pay all his deceased father-in-law's debts. Therefore, Capt. Anthº. Brockholes, commander here, and Mr Rich. Pretty, sheriff (Marte Crygier, merchant of this city), at the request of Jan Gilbert, aforesaid, hereby bind and obligate themselves jointly and severally as sureties, not only for the said John Gilbert's proper administration, according to law, but also for the payment by him of all debts against the aforesaid estate which may now or hereafter come to light, and for his proper support of Maritje, his mother-in-law, as long as she lives, without allowing her to become any charge whatever upon the community, the aforesaid sureties binding hereby their respective persons and property, real and personal, present and future, without exception, sub-

mitting the same to the control of all courts, judges and justices. *Actum* in Albany, this 23d day of July, 1680.

The word Rich. Pretty was writt before ye singing he Engageing Jointly & Severally w^t^. Capt. Brockholes, in ye Room of marte Crygier.

Antho: Brockhols
Rich^d^: Pretty

Acknowledged before me
Ro^t^. Livingston, Secretary

[498] Barbados

This Indenture made ye Eleventh day of march in ye two and thirtieth year of ye Reigne of our most Gratious Souveraigne Lord, King Charles the Second &c^a^. and in ye year of our Lord God one thousand six hundred seventy and nine, Between George Hanney Esquire of ye Island aboves^d^. on ye one Pairt, and John Denny of ye Same Island on ye other Pairt witnesseth y^t^ ye s^d^. John Denny doth Covenant, and agree to and w^t^. ye s^d^. George Hanney Esqr. to serve him or his assignes, for and dureing ye full terme and space of foure yeares in and upon ye Province of N: York in such service & Employ as he ye s^d^. George Hanney Esqr. or his assigns shall y^r^. Employ him, to Commence from ye time of his first arrival to ye s^d^. Province of New Yorke, and that he shall not desert or Leave the service of ye said George Hanney Esqr. or his assignes dureing ye s^d^. terme, without his or his agents licence and Consent. And further it is Covenanted and agreed, between ye Partyes abovementiond that ye s^d^. George Hanney Esqr. shall Pay for ye Passage of his said servant, and shall finde him sufficient meat, drink, lodgeing, apparel, and other necessaryes fit for such a servant, during the said Terme, and at ye Expiracon of ye s^d^. Terme, ye said George Hanney Esqr. doth Promise and aggree to and w^t^. ye s^d^. John Denny to sett him free from his s^d^. Servitude, and it is further Concluded and aggreed between ye Partyes abovementiond for Performance hereof, that they bynde themselves

each to other in ye full somme of forty Pounds sterl: In witnesse whereof ye Partyes abovementioned have hereunto interchangeably set there hands and seales the day and year abovewritten.

was signed John Dennie Seale

Upon ye margine

Sealed & delivered in ye Presence of

John Hancok

James Dixon

Upon ye back of ye abovewritten indenture was writt as follows—

Entred in ye Records of ye Cittie of N: York ye 13^d^. day of may 1680 Page 146 p^r^ Abra: Corbett Clerk

I James Graham merch^t^. as agent of George Hanney Esqr. of Barbados, doe by these assigne ye Indenture on ye other side to m^r^. Corn: van Borsum, whom John denny is to serve as within mentiond, or his assignes. *Actum* in N: York ye 13 day of may 1680

J: Graham

I Cornelis van Borsum of N: York merch^t^. by virtue of ye above doe assigne ye Indenture on ye other side to m^r^. Jochim Staes of albany, whom John denny is willing to serve the space of four yeares, Commenceing from this day, Conditionally ye s^d^. m^r^. Staes doe not dispose of him ags^t^. his will w^t^out this government Except in his own service. *Actum* in alb^y^. ye 24 may 1680.

sign^d^. Cornelis van Borsum

John denny

A. Teller

R: Livingston Secr.

Recorded ye 24 may 1680

Barbados

This Indenture made ye eleventh day of march in ye two and thirtieth year of ye Reigne of our most gratious Soveraigne Lord, King Charles ye Second &c^a^. & in ye year of our Lord God one thousand six hundred seventy and nine between George Hanney

Esqr. of ye Island aboves^{d}. on ye one Part, and John Wells of ye same Island on ye other Part Wittnesseth y^{t} ye s^{d}. John Wells doth Covenant and agree to and w^{t}. ye s^{d}. George Hanney Esqr. to serve him or his assignes for and Dureing ye full time and space of four yeares, in and upon ye Province of N: York, in such service and employ as he ye said George Hanney Esqr. or his assignes shall there Employ him, Commenceing from ye time of his first arrivall to ye said Province of N: Yorke, and that he shall not desert or leave ye service of ye s^{d}. George Hanney Esqr. or his assignes, dureing ye s^{d}. Terme, without his or his agents Licence and Consent, and further it is Covenanted and aggreed between ye s^{d}. Partyes abovementioned that ye said George Hanney Esqr. shall Pay for ye Passage of his said servant, and shall find him sufficient meat, drink, lodgeing, apparrel, and other necessaries fit for each a servant, dureing ye said Terme, and att ye Expiracõn of s^{d}. Term, ye said George Hannay Esqr. doth Promise (and) agree to and w^{t} ye said John Wells to sett him free from his servitude, and it is further Concluded and aggreed between ye Partyes above mentioned for Performance hereof that they binde themselves each to other in ye full somme of forty pounds sterl: In witnesse whereof ye Partyes abovementioned for Performance hereof, have hereunto interchangeably set y^{r} hands and seales ye day & year abovewritten.

Was signd w^{t}. John Wells mark & seale upon ye margine

Sealed and Deliverd in ye Presence of

John Hancok

James Dixon

Upon ye Backside of ye abovewritten indenture was writt as follows—

Entred in ye Records of ye Cittie of N: York page 146: 147 ye 13 day [of] may 1680: p^{r} Abra: Corbet Cle^{r}:

I James Graham of N: York merchant as agent of George Hanney Esqr. of Barbados, doe assigne ye indenture on ye other side, to m^{r}. Corn: van Borsum, whom John Wels is to serve

or his assigns as within mentiond. *Actum* in N: York ye 17 may 1680.

I Cornelis van Borsum of N: York merchant by vertue of ye above doe assigne the Indenture on ye other side to Maj^r^. Abraham Staes, whom John Wells is willing to serve ye space of four yeares commencing from this day; Conditionally ye said Major Abr: Staes is not to dispose of him out of ye s^d^. Governm^t^. Except in his own services. *Actum* in albany ye 24 may 1680.

Was signed Cornelis van Borsum
The mark X of J: Wells

Testes
A. Teller
R: Livingston, Secr.

Record: ye 24 may 1680.

[499] Ordinary session held in Albany April 6, 1680.
Present:
M. Gerritse
D. Wessells
Corn. van Dyk
Hend. van Ness
Joh^s^. Provoost
Teun. v. d. Poel

W^m^. Loveridge, plaintiff, against Hillebrant Loodtman, defendant.

The plaintiff demands of the defendant by balance of account the sum of fl.101:10 in seawan.

The defendant denies that an item of 48 gl. in seawan is due for a black hat and also says that one schepel of wheat has been paid by Josias.

The plaintiff produces his book in which the item in question is entered in the handwriting of his daughter.

The honorable court order the defendant to pay the plaintiff the sum demanded, except the two beavers, which he is to make further inquiry about of his daughter in New York. As to the

schepel of wheat the plaintiff is referred to Josias. The defendant is to pay the costs of the proceedings.

Cornelis van Dyck and Johannes Provoost, administrators of the estate of Juffr. Corlaer, plaintiffs, against Volkert Janse Dow, defendant.

The plaintiffs in their capacity aforesaid demand of the defendant by virtue of the judgment of September 21, 1671, the quantity of 152 schepels of barley delivered to him by Arent van Corlaer.

The defendant says that the aforesaid barley by order of the said Corlaer's order was immediately delivered to others, which he offers to prove.

Harme Rutgers, being sworn, declares that the barley by order of the said Corlaer was delivered from the brewery to others.

The honorable court release the defendant from the aforesaid claim regarding the barley.

Cornelis van Dyck, plaintiff against Goose van Oort, defendant.

The plaintiff demands of the defendant 60 gl. in beavers for surgeon's fees.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 60 gl. in beavers demanded within the space of 14 days, *cum expensis*.

Claes Janse Stavast, plaintiff, against Jacob Vosburgh, defendant.

The plaintiff demands of the defendant 28 gl. in seawan for ribbon delivered to him.

The defendant says that he owes the plaintiff only one-half *mudde* of wheat, as the rest of the goods was for his brother, Shipper, whom he was willing to credit with the amount.

The plaintiff denies it.

The honorable court condemn the defendant to pay the plaintiff the sum of 28 gl. in seawan demanded within the space of 14 days, *cum expensis*, reserving his claim against his brother.

[500] Hillebrant Lootman, plaintiff, against Jan Andriese Dow, defendant.

The plaintiff demands of the defendant three beavers and 6 gl. in seawan for wages earned by him.

The honorable court order the plaintiff to pay the two beavers to Hend. Cuyler and the rest to the defendant on condition that he work out his 14 days' time.

Aernout Cornelise Viele, plaintiff, against Jan Noorstrant, defendant.

The plaintiff in his capacity of attorney for Amadoor,[1] demands of the defendant 22 schepels of peas.

The defendant acknowledges the debt but says that two beavers are due to him for three days' wages in going with Amadoor to the Falls. Aernout says that he is willing to pay him according to correct account.

The honorable court condemn the defendant to pay the plaintiff the 22 schepels of peas within the space of 14 days, *cum expensis* as their honors are informed by Harme Janse van Bommell that the defendant was in the service of W^m^. Hollie, and not of Amadoor.

Cornel. van Shelluyne, plaintiff, against Melgert Abrahamse, defendant.

The plaintiff demands of the defendant 12 schepels of wheat, by balance of account for the purchase of a horse.

The defendant acknowledges the debt, but says that he is free to pay in any payment, such as oats, etc., which he has offered to him at different times, referring [for confirmation of his statement] to the court messenger.

The court messenger, Parker, declares that when he cited the defendant, the latter said that he had not yet threshed the wheat and that he could get it when ready.

The honorable court condemn the defendant to pay the plaintiff the aforesaid sum according to the contract, within the space of 14 days. In consideration of the partiality of the plaintiff

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[1]Amadoor Vopie. *Early Records of Albany*, 3:537–39.

he is condemned to pay one-half of the costs and the defendant the other half.

[501] Gabriel Thomson, plaintiff, against Wm. Abrahamse, smith, defendant.

The plaintiff demands of the defendant by balance of account fl.90:10 in seawan.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of fl.90:10 in seawan within the space of 14 days. *cum expensis.*

Idem, plaintiff, against Marte Janse, *alias* Shipr., defendant.

The plaintiff demands of the defendant fl.242 in seawan for goods received by him.

Default of the defendant.

The honorable court condem the defendant to pay the plaintiff the said sum of 242 gl. in seawan within the space of 14 days, *cum expensis.*

Lambert Janse, plaintiff, against Jacob Martense, defendant.

The plaintiff demands of the defendant the sum of 8 beavers for a black suit of clothes sold to him and also 17 lbs. of tobacco amounting to 17 gl. in seawan for which he has paid in part by working six days at 3 gl. a day. He demands payment of the remainder.

The defendant says that he has given him an order on Adam Dingemans for 4 beavers and another order on Jacob Vosburgh for 2 beavers, with which the plaintiff was satisfied.

The plaintiff says that he will not be satisfied until he can furnish payment in merchantable goods. Also that Jacob Vosburgh in his payment is short two schepels of wheat.

The honorable court order Lambert Janse to receive from Adam Dingemans 4 beavers and from Jacob Vosburgh two beavers, on condition that the latter is to deliver to him two schepels of wheat, and the defendant is ordered to pay the remaining two beavers, *cum expensis.*

Wynant Gerritse and Tierk Harmense, plaintiffs, against Dow Aukus, defendant.

Case according to the preceding minutes about 50 boards which were missed in the Greene Boss, about which various examinations have been held. It is ordered that the case in its entirety is to be submitted to Jan Janse Bleeker, Lawrence van Ale, Jacob Sanders and Albert Rykman, to give their opinion in the matter as to the costs, etc., and at the first opportunity to report to their honors.

Which referees hand in their written report as follows:

[502] Albany April 6, Anno 1680

The matter at issue between Tierk Harmense and Wynant Gerritse and Dowe Aukus having been examined by us and everything having been duly taken into account, we adjudge that to the best of our knowledge Tierk Harmense, by having delivered 200 boards to Dowe Aukes, contrary to the agreement made between him and Wynant Gerritse, which provided that neither of them was to deliver boards before all the expenses of the mill had been paid, is liable to 1/4 part of the costs of the proceedings and the boards.

In view of the fact that Wynant Gerritse has caused much trouble by being in default at the first citation and also in view of the affidavit of Hend. Beekman, which is hereto attached, we adjudge that he is to pay 1/4 part of the costs of the proceedings and the boards.

Whereas the 250 boards were counted for Dowe Aukus by Jacob Tyse and Claes Janse and he afterwards himself has been at the saw mill of Hend. Beekman to inquire about his boards, which were pointed out to him by the said Beekman, and whereas some of the boards were missed from the piles and were added from other piles until the number of 250 was complete, the said Hend. Beekman stating that the boards which they added had been taken from the piles because no other boards had been lying there for three or four days and, therefore, Dow Aukus himself has received boards, which he does not

deny, we, therefore, adjudge that he is to pay one-half of the boards and the costs of the proceedings.

Was signed:

Jan Jansz Bleeker
Laurence van Ale
Jacob Sanderse Glen
Albert Rykman

The honorable court approve and confirm the aforesaid judgment and award of the referees, which is to serve as a definite determination of the case.

Gerrit Teunise, plaintiff, against Pr. Vosburgh, defendant.

The plaintiff says that he made a certain agreement with the defendant regarding a piece of land situated at Kinderhoek, which he sold to him for 120 beavers, to be paid 60 beavers cash and the remainder in six years. He, therefore, requests that the said purchase may be held valid and be recorded, the same having taken place in the presence of several witnesses.

[503] The defendant says that he made such an agreement with the seller, that is to say, the plaintiff, but he presumes that the plaintiff can not deliver the said land free and unincumbered without quit rent.

The honorable court, having heard the parties, order that the purchase is to take effect and to be recorded and that the defendant is to pay the costs of the proceedings.

Idem, plaintiff, against Ands. Jacobse Gardinier, defendant.

The plaintiff demands of the defendant 70 boards and 36 schepels of wheat, for the purchase of goods received by him.

Default of the defendant.

The honorable court condemn the defendant to pay the plaintiff the sum of 70 boards and 36 schepels of wheat within the space of 14 days, *cum expensis*.

John Carter, plaintiff, against Gert. Teunise, defendant.

The plaintiff demands of the defendant by balance of account the sum of fl.62 in seawan.

The defendant acknowledges the debt but says that he has nothing but blue-topped wheat.

The honorable court condemn the defendant to pay the plaintiff the sum of gl. 62 in seawan in good merchantable wheat, *cum expensis.*

Lawrence van Ale, plaintiff, against Jan Tyse, defendant.

Case according to the preceding minutes.

The defendant, on the last court day, requested copies of the documents in order to make answer thereto, alleging that he could produce evidence to the contrary of what had been decided by the referees. Also, that he was not required to make allotments. He now answers in writing that he called at the office of the notary public, Ludovicus, to obtain the documents regarding the matter. The latter answered that Mr Bruyn, at Shinnechtady, had secured all the papers concerning Kinderhoek. He, therefore, requests that the entire case may be delayed until the arrival of Mr Bruyn, his lawful grantor.

Jacob Martense, being sworn, says that he was sent by Jan Tyse to the referees about the dispute about the fence of the said J. Tyse, whereupon the referees said that the land which was not fenced-in lay opposite the land of Jan Tyse. Whereupon the deponent asked whether they had inspected the fence. They said "No," that they had not been sent out for that purpose.

Jochim Lambertse confirms the above, having been present thereat.

Lawrence van Ale requests a copy of the defendant's answer and agrees to prove everything very clearly on the next court day.

[504] The honorable court adjourn the case until the arrival of Mr J. Bruyn, who has the papers in his possession. Meanwhile the fence is to be kept in repair according to the award of the referees.

After deliberation it is decided and resolved that the matter concerning the repairing of the bridge, situated between the flat and Teunis d'Metselaer's land, shall be postponed until the arrival of the director, when the matter as a whole will be determined. Meanwhile, Capt. Schuyler is to keep the bridge in repair and to keep an account of the expenses incurred by him, to serve when the occasion arises.

Proclamation

The worshipfull Commissaries of albany Colony Renselaerswyk & Schaenechtady &c^{a}. To all to whom shall see or hear these Presents Red. Whereas it hath Pleased God Almighty to visite us of late w^{t}. a very great flood of water, w^{h}. hath occasion'd great dammages to fencing, Bridges & highways &c^{a}. The worshipfull Court in ord^{r}. to Prevent all Complaints or disputes w^{h}. might arise thereanent, doe Ord^{r}. Expressly by These Presents, y^{t}. all Persones liveing in our Jurisdiction, doe make up & Repair ye fences, Bridges & highways w^{t}. ye verry first Conveniency upon Penalty of forfeiting 25 g^{l}. Z to ye Sheriffe. *Actum* in Alb. ye 7 may 1680.

By ord^{r}. of Court

R: Livingston, Secr.[1]

Finis Coronat Opus

[1] The Dutch text follows in the record, but is dated May 27, 1680.

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