NEW YORK HISTORICAL MANUSCRIPTS: DUTCH

THE REGISTER OF SALOMON LACHAIRE,
Notary Public of New Amsterdam, 1661-1662

Translated from the Original Dutch Manuscript
in the Office of the Clerk of the Common Council of New York by E. B. O'Callaghan

Edited and Indexed
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WITH AN INTRODUCTION BY KENNETH SCOTT

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whose prime object is "to collect and preserve information respecting the early history and settlement of the City and State of New York by the Dutch and to discover and preserve all still existing documents relating to their genealogy and history." This purpose, since 1885, has provided a stimulus for historical research and analysis of the New Netherland era in America.
E. B. O'Callaghan's Calendar of New York Historical Manuscripts: Dutch (1865) is the standard guide to Dutch manuscript material held in the Archives of the State of New York in Albany. Our publications in the series entitled New York Historical Manuscripts: Dutch are identified by the volume numbers which O'Callaghan assigned to the manuscripts in his Calendar.

Other Dutch manuscripts incorporated in our published series, such as the Kingston Papers, which are located in Kingston, New York, and the Register of Salomon Lachaire, held in the Archives of the City of New York, have not been assigned volume numbers, since, not being in the State Archives, they were not included in O'Callaghan's Calendar.
INTRODUCTION

In the office of the City Clerk of New York is a two-volume Dutch manuscript, together with a translation made about 1860 by Dr. E. B. O'Callaghan but never printed. Through the courtesy of the Archives of the City of New York, and under the auspices of the Holland Society of New York, an edited version of the translation, with index, is here published.

The document is a detailed register of the notarial activities of Salomon Lachaire in 1661 and 1662. As Berthold Fernow pointed out in his preface to the second volume of Minutes of the Orphanmasters Court of New Amsterdam (1907), "Under Roman Law and its modifications in most countries of continental Europe, the Notary Public is a high official of the courts of law, who goes very nearly through the same course of legal studies as would be required of a judge, and most of the Universities have in their Faculty of Law a chair for Notarial duties; a document, sworn to before a Notary, need not be verified by any court; a last will and testament, drawn up, signed and witnessed before and by a Notary, if left with him, needs no action by a Surrogate (except it be contested). In France and other countries, where the Roman Law has been modified by the Code Napoleon, the office and good will of a Notary can be purchased; in Germany the Crown rewards eminent lawyers with the right to act as Notaries Public." A notary was required by the terms of his appointment to keep "a true and correct Register and Protocol" of all his notarial activities.

Such items are recorded as contracts (including many for building), conveyances, bills of sale, leases, partnership agreements, powers of attorney, depositions and affidavits, petitions, protests, acknowledgements of debt, indentures, apprenticeships, wills, settlements of estate, inventories, bonds, accounts, and translations from and into English.

Fascinating details are found in relation to prosecution for harboring Quakers, sale of liquor to Indians, Gravesend's claim to Coney Island, and suits revolving around Tobias Feke of Flushing, "the Winthrop woman," and her lover William Hallet.

Of interest are the fees that Lachaire charged for translating, copying, and preparing briefs, as well as his travel expenses.

In his pages appear persons of many nationalities: Dutch, English, Scandinavian, French, Jewish, Indian, and Negro (both slave and free). Among occupations represented by some thousand individuals are the following: mariner, boatman, skipper, ferryman, pilot, soldier (including sergeant, corporal, ensign), merchant, chandler, trader, factor, leather-seller, ship- and house-carpenter, Sawyer, turner, mason, brickmaker, miller,
baker, brewer, innkeeper, pork-merchant, cooper, potter, basket-maker, rope-maker, sail-maker, wagon-maker, weaver, tailor, hatter, shoemaker, farm servant, and cartman; official occupations mentioned are domine, schoolmaster, surveyor, notary, magistrate, burgomaster, schepen, schout, fiscal, marshal, court messenger, constable, secretary, orphanmaster, inspector of the weighhouse and farmer of the excise. Frequently given is place of origin and/or residence; names of spouses or other relatives often appear.

Something is known of Salomon Lachaire. On Sunday, January 30, 1628, he was baptized in the Walloon Church in Amsterdam, where French Protestant exiles worshipped. Witnesses at the ceremony were Salomon van den Wuolffput—after whom the child was evidently named—and his wife Madalene. Salomon's father was Pierre la Chaire and his mother Marguerite Caoulier (Cauwelier or Cavalier).

Salomon's father, Pierre, came from La Haye in Normandy and had been living in Amsterdam on the Lindengracht for about three years when on June 22, 1624, the marriage banns of Pierre La Chaire and Margrieta Couweilier from Harlem were read in the Walloon Church. At the time Pierre, age 25, was a weaver by trade; his fiancee, Margrieta, age 20, was attended by her father Hans, who had been living for five years on the Lindengracht. The marriage was celebrated on July 14, 1624. In 1658 Pierre or Pieter Jacobsz La Chaire, then aged 60, is referred to as a workman at the “Waag” in Amsterdam, and the patronymic shows that Salomon's paternal grandfather was named Jacob.

Further evidence concerning Salomon is found in the record of the marriage on February 15, 1650, of Salomon la Chaire of Amsterdam, journeyman-tailor, age 22, and Anna Jacobs (Ryzens) of Amsterdam, age 19, in the Walloon Church of that city. Their banns had been read there on January 27, 1650, when Salomon was attended by his father, Pieter, then living in the Roomersteegje. Anna, whose parents were deceased, was attended by her aunt (who was her godmother), Catharine van Haesdonck, then living in the Prinsengracht.

When Salomon came to the New World is not exactly established, but he was in New Amsterdam by October 11, 1655, when “Salomon Pietersen d' Laschar absent” was taxed 10 guilders. This item would suggest that he had been in New Netherland for some time and raises the question of his absence. Could he have been at the South River or at Fort Orange?

At some time, presumably in Holland, Salomon had acquired skills over and above his trade of journeyman-tailor, for on January 13, 1661, he stated in a petition that “he has been employed in the study and practise of law for some years, as well as having applied himself diligently to learning to understand, speak and write the English language, so that, without meaning to boast, he has acquired a reasonable knowledge of it. . . .” In addition
to his knowledge of English and, of course, Dutch, his Register gives evidence of acquaintance with Latin and with the law, while it seems probable that from his parents and worship in the Walloon Church he had some proficiency in French.

Legal sources which he used freely were available to him in New Amsterdam, for he cited the following: Hugo Grotius, *Inleyding*; Carel van Allen, *Diffinitie van Beschreven Rechten*; Joost de Damhouder, *Practyk Criminel*; Barent van Sutphen, *Nederlandse Practyk*; Gerrit van Wassenaer, *Practyk Judiciel*; Thomas Murner, *Institutiones Imperialis*; Zeerecht; Rekuel van Roseboom; *Handvesten van Amsterdam*; *Senatus consultis Vellianii*; *Roman Dutch Law*; Consultatien. On one occasion, when in doubt about local procedure, Lachaire asked Johannes Nevius, the city clerk, whether it was the practice in New Amsterdam to have deeds executed before a notary and witnesses registered in the Secretary's office according to the ordinance of Amsterdam. To this Nevius answered: "No; hitherto, not so far as I know."

One early residence of Salomon in New Netherland was a house owned by Jacob Steendam, for on February 21, 1656, Steendam sued for payment of a quarter's rent amounting to 39 guilders; a week later Salomon, who refused to pay, was ordered by the court to deposit the sum with the Secretary; then, on March 6, Lachaire, admitting that he had lived one quarter in the plaintiff's house, insisted that he did not owe the full rent because the house was delivered neither tight nor in good order; the matter was next referred to two arbitrators for settlement.10 The affair was typical of Salomon's conduct, for he was always loath to pay his debts and was generally in financial difficulty.

It was probably after renting from Steendam that Salomon on November 15, 1655, petitioned for leave to keep tavern in the house of Teunis Kraey and also to sell wine and beer by the small measure, a request that was granted.11 Three days later Lachaire purchased the property, which lay west of the Graft, for 2,000 guilders.12 The first down payment, amounting to 666 guilders and 13 stivers, fell due on January 1, 1656, but when nothing had been paid by July 10 Kraey sued Salomon and the court ordered payment to be made within eight days.13 Lachaire doubtless had the cash in the beginning, for he had mortgaged the house and lot to Olof Stevensen van Cortlant for 708 guilders and 9 stivers.14 To put off creditors to the last possible moment was a way of life with Salomon.

It is not surprising that Teunis Kraey on April 15, 1658, sued Lachaire for the remaining one-third installment. Salomon requested time, pleading that the money had been ready but not the deed and that meanwhile "the money had slipped through his fingers." As before, the court ordered prompt payment.15 Soon the property was back in Kraey's hands, while
before March 28, 1658, Salomon had purchased a lot on the Waal, and in October he was building on it a house described as "newly commenced." In September, 1661, he had sold this house on the Waal to van Cortlant and removed to a small house on the Hoogh Straet.

The tapster's business brought in some income and had the advantage that Anneke could do much of the work, leaving Salomon free to busy himself with other ventures. For one thing, in 1656 he shipped articles for sale to the South River by one Captain Jacob (probably Captain William Jacob). In company with others Salomon bought the yacht Peartree from Pieter and Maria Luyckersen and their brother, but, as was the pattern in his dealings, Salomon was sued in May, 1656, for the final payment of some 500 guilders and again, in October, for a smaller sum still unpaid. Even a sailor on the yacht, Jan Gerritsen, in June had to sue for his monthly wages, and Lachaire, absent at Fort Orange, managed to get the case postponed until his return.

Jan Lawrens (John Lawrence) was so foolhardy as to sell Lachaire and Abraham Linthout in partnership 351 pounds of butter at the price of one beaver for 18 pounds. Salomon, when he was presented with a bill for the butter, tore up the paper and flung it away, claiming that some meat was also mentioned in the reckoning. Lawrence, who could not speak Dutch, appeared in court with Mr. Willet as interpreter, and Lachaire was ordered to pay the debt within a month.

On April 18, 1657, Salomon obtained the burgher right (probably the small right which cost 18 stivers) of New Amsterdam. The Burgomasters and Schepens on April 9, 1657, had decided that all persons with pretentions to the right must hand in their names within eight days, pay the fee, and take the oath of fidelity to the States General, the Directors of the West India Company, the Director General and Council, and the Burgomasters and Rulers of the City. Persons eligible were such as had resided and kept fire and light within the city for a year and six weeks. Burghers must keep fire and light in their own or a rented house, take turns at watching (Salomon, it is recorded, did keep watch), and bear the usual expenses of citizens.

Like many of his neighbors in New Amsterdam Salomon was very often in court over financial matters, but upon occasion his indiscretion provoked the authorities. Acquaintance with the English language apparently had not endeared the English to Salomon, for Mr. Willet complained in court in the name of the English that Lachaire had "vilified the whole English Nation as a deceitful people." The schout, Nicasius de Sille, took up the matter, charging that Lachaire's slander was "directly contrary to the articles of peace entered into between both Nations," and concluding that Salomon should "be tied to a stake and whipped, half his property should be confiscated and he should be provisionally imprisoned." Salomon
explained that he had used the words in his dispute with Lawrence over the butter and not against or to the injury of the English Nation. He was, however, made a prisoner in his own house for three days, after which he was provisionally released; later, when he pleaded that he was sick, he was excused by the schout.

To show disrespect for the authorities was not tolerated, as Salomon learned to his cost. In January, 1658, he imprudently called the fire inspectors “chimney-sweeps,” and with regard to a fine imposed he stated through the court messenger: “Is it to have a little cock booted and spurred I shall give it.” The court promptly fined him twelve guilders, with the admonishment that “it is not seemly that men should mock and scoff at those persons who are appointed by the Magistracy to any office.”

As a new means of making money, of which he was always in need, on October 30, 1656, Salomon bid for and won the farming of the excise on the slaughter of all cattle within the jurisdiction of the city of New Amsterdam, this at the cost of 710 Carolus guilders. He was then Farmer of the Excise beginning November 1, 1656, and ending November 1, 1657. His two bondsmen were Willem Beeckman and Willem Doeckles. Salomon was to receive one stiver in the guilder on the value of the slaughtered animals and each quarter was to pay a quarter of the 710 guilders to the burgomasters in office.

Evidently the job paid off, for Lachaire subsequently won the office of Farmer of the Burgher Excise of beer and wine consumed within jurisdiction of the city—he is referred to in January, 1660, as the “late Farmer” of that excise. It was a position which did not endear him to those who would smuggle and cheat. Thus, when he gauged in the house of Warnaar Wessels and found more wine than was entered, Wessels seized and broke in pieces Salomon’s gauging rod. Again, in August, 1659, Jan Gillis de Jongh called the Farmer of the Excise “rogue, thief and beast” and said he would ask the Burgomasters if they could not find an honest man for a Farmer. When Salomon asked how he failed of being an honest man, Jan retorted, “Thou art a cuckold.” A further annoyance was the issue of warrants in March, 1662, for the arrest of Salomon Lachaire and Warnaar Wessels, farmers of the excise, because they were in arrears. Wessels was arrested but quickly released through the intercession of several ladies because his wife was in labor. If Salomon was taken into custody, he probably was soon released, for he continued to conduct his affairs as notary.

Earning a livelihood by farming the excise or dealing in commodities was not without troubles and risks. One blow must have been the seizure on March 16, 1658, in Haarlem by the city beadle of two hogsheads of Virginia tobacco (weighing 580 English pounds) and also 500 pounds of twist tobacco sent by Salomon from New Amsterdam by the ship De Hoop. It may well have been in connection with the tobacco that on
August 5, 1659, Paulus Claessens, age 39, Cornelis van Hoorn, age 26, and Joames Essingh, age 22, deposed that on November 6, 1658, in Manhattan, they had delivered to Salomon Lachaire a weetbrief (letter of knowledge) sealed with the seal of the city of Haarlem. They had delivered it at the request of one Ariaan Adriaansz.35

By preference Salomon's profession was the law. In March, 1657, he applied for appointment as notary public but was turned down by the Council for reasons that unfortunately were not set down in the minutes,36 possibly because of conflict with his other activities or because of his involvement in litigation. In any event, as has been seen, he once more petitioned, this time on January 13, 1661, setting forth his legal experience, his knowledge of English and the fact that a vacancy had occurred through the departure of the notary Dirck van Schellyne. He was, he wrote, motivated by a desire to provide for himself and family in the best and most honorable practice possible. His request was now granted, subject to his being first examined by Councillor Johan de Decker.37

The last entry in his Register is on October 5, 1662. The reason is unquestionably no lack of business but rather his health, which had been poor throughout his years in New Netherland. For example, on October 23, 1656, he was excused in court because he was sick;38 in December, 1661, he claimed that he could not produce records because he "has been repeatedly sick."39 At 4 P.M. on December 3, 1662, Salomon, "lying sick abed," and his wife Anneke Ryzens signed a last will and testament before Notary Walewyn van der Veen, with Oloff Stevensen van Cortland and Jan Strycker as witnesses.40 Salomon died at some time between December 3, 1662, and January 9, 1663, when his widow desisted from a suit which her husband had been conducting as attorney for James Mills.41

Records of Salomon's baptism and marriage and the marriage of his parents in Amsterdam yield much information about him. As for his children, he refers to his children in August, 1660,42 and in September, 1662, he mentions in his Register the sending of his daughter on an errand.43 It seems that this daughter may have been the Eleanor "La Chare" who on February 6, 1671 married in New York John Cavlier.44 One daughter was definitely Anna Margarita, baptized December 3, 1658 in the Dutch Church in New Amsterdam, with Jacob van Couwenhoven, Magdalena Jacobs, and Neeltje van Couwenhoven as witnesses.45 The relationship of the witnesses to Salomon is explained by a deposition made in Amsterdam on May 6, 1658, by Pieter Jacobsz. La Chair, then aged 60, a workman in the Waag, and his wife Margriet Jansz. Cavlier. At the request of Magdelene Jacobs van Ryss, wife of Jacob van Couwenhoven, they deposed that in the winter of 1656 Hendrick van de Water came from New Netherland to Holland and said to Pieter La Chair: "The
sister-in-law of your son Salomon de La Chair married my uncle Jacob van Couwenhoven."46

The only other contemporary in New Netherland who was possibly related to Salomon is François Lecheer (de Lechaire or Le Shiere), who in 1666 had been living two years at Wildwick,47 at the end of March, 1670, was granted a lot on which to build in Hurley,48 and in April of the same year was a soldier there.49 On July 12, 1659, this François, from Scalmeny, near Dieppe, in France, had married in the Dutch Church in New Amsterdam Jannetje Hillebrants from Amsterdam,50 and on June 10, 1668, their son Nicolaes was baptized in the same church.51

Salomon died at the age of 34, leaving his wife Anneke and one or more minor children.52 On September 24, Anneke Reysens, widow of “Salomon Lacheer,” married in the Dutch Church in New York William Doeckles (or Dunckles), a house-carpenter and neighbor of the Lachaires, now the widower of Brechtie Jans.53 On September 10 Willem and Anneke had come into court and abandoned all claim to the estate of Salomon, who had died insolvent, and Anneke was ordered to surrender all her property to curators appointed over the estate.54 On September 16 she petitioned to be allowed to retain her bed, a few articles of clothing, and “a picture of her and her deceased husband.”55

Although Salomon left no worldly goods, he nevertheless bequeathed in his Register an enormously valuable legacy for the history of New Netherland. Furthermore, his demise must have sorely troubled for a year and a half the many Englishmen in New England, Virginia, and Long Island who had dealings with the Dutch. Thus Governor Richard Nicolls, soon after the English took possession of New Netherland, took a step to fill the vacancy left by Salomon Lachaire by appointing a Mr. Carveth as notary public. Issued by Governor Nicolls little more than a month following Stuyvesant’s capitulation, the commission read: “Whereas there is no Publique Notary in this place that understands the English Tongue, I have thought fitt, and by these presents doe Allow and confirme Thomas Carveth to be a Publique Notary in this Towne of new Yorke, and hee is to have ye like priviledges that the Publique Notaryes of this Towne formerly had, or now have, Given under my hand and Seale at ffort James in New Yorke on ye Island of Manhattans this 26th day of October 1664.”56

Acknowledgments are due to Miss Linda Rose, who typed the text, Dr. Charles Gehring, who corrected some minor errors, Peter Christoph, who proofread the typescript, and Dr. Aurelia Scott, who copied the marks made in place of signatures.
O'Callaghan bound his translation interleaved with a number of original English documents. These have been transcribed by the editors, who have also modernized the spelling and punctuation of O'Callaghan's text and prepared indices of persons, places, and ships.

Carlyle Bennett, former New York City Archivist, was especially helpful in making the manuscript available to the editors.

The name Lachaire, the form usually employed by Salomon, is spelled phonetically in numerous ways.

1 D.T.B. no. 130/245, Baptismal Book of the Walloon Church in Amsterdam.
2 D.T.B. no. 429, p. 172.
3 Not. Arch. no. 2735, pp. 218, 219 in Amsterdam.
4 D.T.B. no. 467, p. 435.
5 RNA I: 371.
7 RNA II: 38, 47, 53.
8 RNA I: 401.
10 RNA II: 139, 140.
11 Mortgages of Lots and Pieces of Land in the City of New Amsterdam, ms. in the office of the City Clerk of New York, p. 48.
12 RNA II: 375, 380.
14 Mortgages of Lots, etc., p. 111.
16 Stokes, Iconography of Manhattan Island II: 321.
17 Docs. Rel. to Col. History of N.Y. XII: 120.
18 RNA II: 99-100, 187.
19 RNA II: 118.
20 RNA II: 151.
21 RNA III: 193.
22 Collections N.Y. Historical Society, 1885, 15-18, 24.
23 RNA II: 178-180, 184, 194.
24 RNA II: 287-298.
25 RNA II: 208-209.
26 RNA III: 105.
27 RNA III: 39.
28 RNA III: 35-36.
30 O'Callaghan, Calendar of Dutch Mss.: 234.
31 Not. Arch. no. 2817, pp. 217, 218.
33 N.Y. Col. Mss. VIII: 485.
34 N.Y. Col. Mss. IX: 495-496.
35 RNA II: 194.
36 RNA III: 422.
Minutes of the Orphanmasters of New Amsterdam I: 239; 241.

RNA IV: 175.

RNA III: 193.

Register: 204.

Names of Persons for whom Marriage Licenses were issued by the Secretary of the Province of New York previous to 1784: 69.

Bapt. Dutch Church N.Y. I: 44. On only one occasion was Salomon a witness at a baptism in the said church, namely on September 11, 1661, together with Magdaleentie Hans, for Christyntie, daughter of Cornelis Gerlofszen and Geertie Dirix (Bapt. Dutch Church I: 62).

Not. Arch. no. 2735, pp. 218, 219.

Holland Society Yearbook 1897: 126.


Marriages Dutch Church N.Y.: 24.

Bapt. Dutch Church N.Y. I: 91.

RNA V: 108.

Marriages Dutch Church N.Y.: 30.

RNA V: 108.

RNA V: 114.

Whereas the Right Honorable the Director General and the Honorable the Council of New Netherland have been pleased this day, being the twentieth January of the year sixteen hundred and sixty, after previous examination made by the Honorable Johan de Decker on the last of December of the past year, to accredit and admit me as a Public Notary, and I accordingly took the oath of fidelity in that office demanded at the hands of the Honorable Fiscal Nicasius de Sille, wherein it is among other things expressed, that I shall keep a true and correct Register and Protocol of everything that will pass before me in quality as Notary; therefore have I prepared this book and folioed it in order that the writings inserted by me therein may be preserved for future testimony and merit full credence as they ought. Done at Amsterdam in New Netherland as above.

Salomon Lachaire, Not. Publiqu

This day date underwritten have I, Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, repaired at the request of Daniel Litscho, innkeeper of this city, to his house where was exhibited to me by the requirant in the presence of the undernamed witnesses, an obligation written in English and signed, as the requirant saith, by the baronet Sir Henry Modi deceased who died in Virginia at the house of one Colonel Mouritson, and over and above that a quantity of fifty written and printed books of divers tongues and subjects, which the requirant declared were left in pledge with him and as security for his debt by the abovenamed Sir Henry Mode, charging me to register said obligation in my Protocol in order if necessary to serve him; to copy the same and to make an inventory of the aforesaid books and to write a letter to the abovenamed Colonel, which follows hereafter in English word for word.

[Lachaire's original English, transcribed by O'Callaghan:]

To the most Honorable and much Esteemeth Collonel Sir Morwritson executor of the State of the Deceased Sir Henry Moedi Baronet

Sir this present writting serveth onely for to make you knowne that y of late besides Remembring of my love to you have send a tru copi of one obligation to dato 20 7ber at the year sixteen hunthereth sixty one written by the owne hand of the Baroneth Sir Henry Moedi Which is of the summe of three hundereth and twenty gilders to be payd here at the Manathans in the moneth of March nest comming with tobacco at corant prais soo you kan see by the notarial copi hereby.
Which mony y lend him som part for to keep his Reputation and the other part hee spend here in my House where he did lodge with his man Henry the last time that hee was heere and had good content for it Wherefor he did give me the said obligation, moreover hee left in my hand for a special surety his biblioteeque beeing Divers Written and prentheth books besides the Verification of his fathers knights order given under the great seal of King James Which hy Did exteem very much but they kun doe my no good at al and very little profit therefor if you please beeing Executor of his testamentt or last Will to pay my the said obligation i am Reddi to Delevor the said books and wat i have, in hands of your assigneth to which if you are Resolveth leth mee knowne by the forst opportunite, els i am compellent to sel the same books in a pubilig outkrey for to recover my my [sic] mony but preseaving that som of them are of privat matters of the king i send you this second letter in place of an Insinuation and protestation that you may not complain afterwards When the Books be sold, with order of this Court, and alsoo Sir Remain your great exteemeth frindt

This letter, being thus written and read and interpreted to the requirant, was signed by him and me as Notary, and the said catalogue of the Books left behind and copy of the abovementioned obligation having been enclosed, was sealed and delivered unto [name omitted in original] who promised to be careful to deliver the said letter personally and if God grant a safe voyage to bring report back.

Copia of the Catalogue of Books hereinbefore Mentioned

Cathologus

Contining the names of such books as Sir Henry Moedi had left in security in handts of Daniel Litscho wen hy went for Virginia.

a: latyn Býble in folio

a: written book in folio Contining priavet matters of the King seventeen several bookx of devinite matters

a: dictionarius Latin and english

sixteen several latin and Italian bookx of divers maters

    a book in folio contining de voage of ferdinand mendoz etc.
    a book in folio kalleth Sylva Sylvarum
    a book in quarto kalleth bartas, six dayes work of the lord, and translat in English by Joseph Sylvster

a book in quarto kalleth the summe and substan of the Conference Which it pleased his Excellent Magst to have with the lords bishops etc. at Hampton Court contracteth by William barlow

a book in quarto kalleth Ecclesiastica Interpretatio or the Expositions upon the difficult and Doubtful passage of the seven Epistles callet Catholique and the Revalation collecteth by John Mayes

Elleven several bookx moore of divers substants the verification of his fathers Knights ordre given by King James
Nota. Daniel Litscho would not permit nor allow these foregoing writings to be drawn up in due form as he was not willing to have any witnesses called. What was his motive is to me unknown. He hath asked me divers times what I charged but inasmuch as an English book out of Sr Henery Modeie's library is of use to me I have retained it with his consent; therefore have I never told him what I deserved, accepting said book for payment until further requisition.

This day date underwritten before me Salomon Lachaire, Notary Public admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared the worthy Joan de la Montagne junior residing at New Harlem on the island of Manhattan, who acknowledges to be well and truly indebted unto the worthy Jacobus Vis, free merchant, of this city an inhabitant, in the sum of three hundred guilders and twenty stivers each in good strung current wampum, for a horse with saddle and bridle purchased by him, La Montagne, from the abovenamed Vis and promptly received to his satisfaction, promising to pay the abovenamed sum of three hundred guilders in manner as above to the aforesaid Jacobus Vis or his order on the first of June next without any longer delay, under bond of his the appearer's person and property, without any exception and especially the horse aforesaid, hereby specially mortgaging the same in order to be put in execution for the payment on the day it falls due.

Nota. Here is a place of the Obligation to be signed for the delivery of the aforesaid horse to Jacob Vis by Joan de la Montagne.

Before me Salomon Lachaire, Notary Public admitted by the Right Honorable the Director General and Council at Amsterdam in New Netherland residing, and the undernamed witnesses, appeared the worthy John Ramsden, an Englishman, inhabitant of the village of Flushing on Long Island, on the one part, who declared to have hired Dirck Gerrits, a young man of Gottenburgh, who also appeared and acknowledged to have hired himself to the abovenamed Ramsden as a servant man for such work as his master will please to employ him conveniently, for the time from this date to the twenty-fifth day of December next, old style; and hath as wages therefore agreed as his master hereby promises to pay him: first a black hat and band already delivered and received, and moreover one cow known to him and commonly called Koopal, and likewise forty-five guilders in wampum at the end of the aforesaid term of service; but it is expressly conditioned that in case the abovenamed cow come in the meantime to die, then the abovenamed Ramsden shall have the right to replace it by another cow, as good indeed as this is at present, without anything else for the performance of the aforesaid; thereunto respective parties pledge each in his regard his person and property without any exception, submitting the same to all courts, tribunals and judges. Thus done at Amsterdam in New Netherland in the presence of Hendrick Obe and Jacob Liedts, trustworthy witnesses, hereunto invited, who with
the contracting parties and me the Notary have signed these presents, this twenty-eighth of January 1661.

In my presence

Before me Salomon Lachaire, admitted by the Right Honor­able the Director General and Council at Amsterdam in New Netherland residing, and the undernamed witnesses, appeared Jonas Bartelsen, inhabitant of this city, who declared to have contracted with Thomas Jansen Mingael, house-carpenter, also inhabitant here, who likewise appeared and acknowledged to have undertaken for the same to build a house thirty running feet long and eighteen feet wide in manner and form as follows:

First -- the foundation consisting of eighteen chestnut posts each seven feet long of a thickness sufficient properly to bear up the aforesaid house, which shall be set below in the ground, the digging whereof shall be at the cost of the contractor; the undertaker shall prepare said posts above with points on and in which the beams shall be set, to wit:

- seven floor timbers each eight or nine inches thick, there­upon seven girders [binten] three of them with brackets; the beams of the garret seven or eight inches thick; the posts six or seven inches thick, thirteen feet long, eleven feet be­tween beams and two feet parapet, the beams and posts planed;
- the fore front constructed similar to that of Gerrit Hendrix the wagomaker's house. In the lower front one three-light with one transom window and door frame; in the upper front a transom window; the rear front the beams obliquely across each other, in the under front there, a transom window and door frame and a rough mantelpiece; in the upper front, a window; the roof thereupon to be properly constructed and properly covered with clapboards; further the garret planed, grooved and laid firm, the floor smoothened and laid firm, as well as a stair to the garret, with planks obliquely over each other to be made tight in a proper manner; all thereunto belonging, doors and windows to be made to open and shut, the thickness of the door frames and window frames according to the proportions of the job. Further the undertaker promises to deliver hereunto all the requisite timber appertaining to the aforesaid house except the beams and clapboards, all good, sound and merchantable timber, for which building and delivery of timber the said employer [besteder] promises to pay to the undertaker the sum of four hundred and forty guilders in good strung wampum, to wit: one hundred guilders as soon as the aforesaid timber is brought on the lot, and again two hundred guilders when the house and roof are up, and the remaining one hundred and forty guilders when the work is done in the manner as above described, which the undertaker promises, if in good health, thus done to deliver on the first of May next, fit to be occupied; if not, he shall forfeit fifty guilders.

In order to perform what is aforesaid, parties pledge respectively, each in his regard, their persons and properties present and to come without any exception, submitting the same to all courts, tribunals and judges. Thus done in good faith in the presence
of Aris Otten and Fredrick Arents, trustworthy witnesses hereunto invited who, with the contracting parties, have signed the minute hereof remaining with me the Notary. At Amsterdam in New Netherland this 31st January Ao. 1661.

In my presence

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared Lambert Huybertsen Mol and Eghbert Meyndertsen, tenant farmer [paghter] both burghers of this city, who declared to have mutually agreed in the manner hereinafter set forth; that is, Lambert Huybertsen Mol declared to have sold to Eghbert Meyndertsen, who acknowledged to have bought of him a hogshead of good, merchantable Virginia leaf tobacco which the above-named seller promises to deliver unto the purchaser on the last of the month of March or at farthest in the beginning of April next, and that at the price which tobacco will at that time be sold from man to man in wampum, and it is expressly conditioned, that Eghbert Meyndertsen on receipt of the said tobacco in the payment thereof shall realize such sum of money as he is entitled to from the said Lambert Huybertsen Mol, according to true account to be rendered thereof, in order to satisfy what is aforesaid; thereunto parties, each in his regard, pledging persons and properties, however named or described, submitting the same to all courts, tribunals and judges. Thus done in good faith in the presence of Hendrick Obe and Hendrick Ahasuerus, trustworthy witnesses hereunto invited, at Amsterdam in New Netherland the second February 1661, who with the contracting parties have signed the minute hereof remaining with me.

To my knowledge

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared Lourens van der Spiegel, journeyman baker, aged twenty-two years, who declared at the request of Anthony de Mil, baker, of this city an inhabitant, and to the prejudice and wrong of no man, but in favor of justice, that it is true and truthful that the baked bread for which the requirant is fined as being too light, hath stood in the oven four full hours, being one hour longer than ordinary, which occurred through deponent's neglect, as the requirant was not at home and the deponent was busy in the sack loft; also that there were at that time only forty loaves standing in the oven where at other times seventy loaves have been baked; in like manner that the oven was hotter than usual, because indeed between sixty and seventy skepels were baked therein, counting from Monday up to Saturday, on which day the baking occurred; for which aforesaid reason the deponent declared [it] was dried up and became too light. Concluding herewith his deposition, offering the aforesaid to con-
firm by oath, if required. Thus done without fraud in the presence of Hendrick Obe and Jonas Bortels, credible witnesses hereunto requested, and they have with the deponent signed the minute herewith remaining with me the Notary, at Amsterdam in New Netherland this seventh February of this year 1661.

To my knowledge

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared Tames Davits and Francis Doughty, both burghers of this city, well known to me the Notary, who declared to have contracted with each other to do chopping together, beginning this winter, and here at Manhattan, to wit: to have brought to the strand before this city a parcel of one hundred or more heavy beams [balcken] and that in the manner hereinafter set forth, to wit: the abovenamed Doughty promised on his side and at his expense to set to work thereat two persons qualified to cut down trees in the woods, to trim and log the same in the rough; to which the abovenamed Tames Davits promised to put two persons to work at his expense, who are qualified properly to square the felled and trimmed logs; riding the aforesaid beams shall be managed and performed by the aforesaid Francis Doughty, but half of the expense and labor wages to accrue therein shall be borne and paid by Tames Davits; the labor wages and the expenses to accrue on said beams to bring them from the water side where they will be drawn out of the woods here to the front of this city shall be borne by the contracting parties, each the just half. In order to fulfill the said contract in the best manner, the contracting parties promised, each on his side, to do his duty in the supervision and prosecution of the work aforesaid for the best and greatest advantage, and to that end the servants both of the one and the other party shall be bound to obey and comply with the reasonable orders of him currently in command, whereunto they shall be duly instructed and directed by their respective masters. For the performance of what precedes, the contracting parties each in his regard pledge their persons and properties however named or wherever situate, submitting the same to all courts, tribunals and judges; all in right and good faith. Thus done in the presence of Hendrick Obe and Jacob Liedts, credible witnesses, hereunto invited, and they with the contracting parties have signed the minute hereof remaining with me the Notary, this 9th February Ao. 1661 at Amsterdam in New Netherland

To my knowledge

Before me Salomon Lachaire, Notary Public, etc., and the undernamed witnesses, appeared Richard Willkeson, mason, an Englishman inhabitant of this city, and William Britton, Englishman resident of Mespat, both of competent age, who at the request of Joris Dobson, tavernkeeper of this city, declared to no man's prejudice or wrong but in favor of justice, that it is true and truthful that one Andrew Halwel, a resident of Mespat, now about three weeks ago, came, being already tipsy,
to the house of the abovenamed requirant where they, the deponents, were present, and declared further that he drank there three or four more half quarterns with his company, till in the evening the clock struck nine. The landlord of the house repeatedly bade him depart to his sloop where he was in the habit of sleeping; but he could not get him out of the house by coaxing, not even through the Court Messenger, Pieter Schafbank, whom he had sent for expressly to that end; so that he with his other guests lodging there at the time went to sit down at the table to eat their suppers. Meanwhile the said Andrew remained sitting at the fire scolding, whereupon the requirant repeatedly bade him to Be quiet and to go home; finally, said Andrew Halwel pulled his breeches off and turned up his bare buttocks, saying, Come, Dobson, kiss my ass! Whereupon the requirant, feeling indignant at the scandalous insult, rose from the table and struck him on the face with his open hand. They, the deponents herewith conclude their deposition, being ready, if required, to confirm the same with oath. Thus done without fraud, and as the deponents did not well understand the Dutch language, this was faithfully interpreted to them, and they were examined on each point in the presence of Isaaq de Foreest and Hendrick Obe, trustworthy witnesses hereunto invited, who with the deponents have signed the minute hereof remaining with me, this twelfth February 1661 at Amsterdam in New Netherland in my presence.


This day, date underwritten, before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared the worthy Mettie Wessels, widow of the deceased Wessel Wesselsz, a free woman [poortresse] of this city, well known to me the Notary, who in the best form in any wise possible for her, hath constituted and empowered as she doth hereby constitute and empower the worthy Thielman van Vleck, admitted Notary, resident within this city, in her the constituent's name to demand, collect and receive such sums of money, goods and merchandise as are or will be due her from divers persons residing both within and without the city, according to the proofs thereof being and already handed by the constituent to the constituted and which she will yet place in his hands; to give acquittance for what he receives; accordingly to represent generally everywhere the person of her, the constituent; to proceed against unwilling or defaulting debtors either by means of citation, arrest or detention according as the case requires and his good judgment shall determine; to that end to appear in court whether before the Director General and Council, or Schout, Burgomasters and Schepens or even elsewhere before Schout and Schepens, and there sustain her the constituent's cause either as plaintiff or defendant against all and several her debtors or creditors; to attend all terms of court; to demand judgments and to put them in execution and prosecute the same to conclusion; all complaints to appeal and having obtained [writ of] appeal to prosecute the same or even to renounce it, all according as his good judgment shall determine; and further generally to do and perform in all things as she the constituent could or might herself do if present, although fuller and more special directions and orders might be required in the case than are herein set forth; promising to hold and cause to be held from this time forth and
at all times for good, firm, binding and irrefragable all whatever shall be done and performed by the agent in virtue hereof, under bond thereunto affixed by law, provided the agent remain bound under like penalty to render and deliver into her hands due proof, account and reliqua of his acts when required by the constituent or her heirs. All done in good faith without guile, in the presence of Pieter Janse van de Langestraet and Cristoffel Hooghlant, trustworthy witnesses hereunto invited on the 14th day February 1661, at Amsterdam in New Netherland.

Pieter Jansen van de Lanstraet

Meetyen Wessels

Christoffel Hooglandt

In my presence


Before me Salomon Lachaire, Notary Public, etc., with Claes van Elstant the Court Messenger, appeared the person of Francis Hall, Englishman, an inhabitant of New England, who exhibited to me a power of attorney written in English and given to him by Alexander Bryan, merchant at Millfort, in regard to Maria Gerardy, dated the 30th January 1661; he exhibited to me, moreover, two notes, the one dated 18th day April Anno 1656, and the other the 22nd ditto of same year, and requested me to copy and to translate them out of English into Dutch, which I have done as hereinafter followeth:

Copy

this wittnesseth that I Mary Gradey of the Manados doe acknowledge my selfe in depted unto alexander Bryan the some of forty pound starling to bee paid unto the sayd alexander his heires or assignes the first day of August next ensuinge the date heerof and for the tru performance of the same doe bind mee my heires or assignes firmely by this presents Wittnes my hand the 18 day of April 1656. The abovesayd 40 lb to bee payd at Millfort to the sayd Alexander bryan or his assignes.

Signed

Mary Gerardy

teste

Thomas backster and Hugh Grivyn

[Here follows a translation of the above note into Dutch. E.B.O'C]

Copy.

Knowe all men that I Mary Gradey of the Manatos doe confes myselfe in depted unto alexander bryan of Milfort the some of thirty pounds starling to bee payd unto the sayd alexander his heires or assignes the first day of July next
ensuing in very good pay to bee payd at Millford and for the tru performance of the same I bind mee my heires or assignes firmely by this presents. Wittnes my hand this 22th April 1656.

Signed
Mary gerardy

Witnes
Henry Tomlinson
Jan gerardy

[Here follows a translation of the above note into Dutch. E.B.O'C]

Before me Salomon Lachaire, Notary Public, etc., appeared Susanna Anthony Robberts, free Negress, as guardian of her minor brother, Jochim Anthony Robberts, who in that capacity declared to have hired her said brother unto Wolphert Webber, who also appeared and acknowledged to have engaged from her in that quality the aforesaid boy, on the following conditions, that is to wit:

For the space of three consecutive years commencing on the first of May next and ending the first of March of the year 1664, following, and he shall receive as wages therefor during that time, board and clothes, with express condition that the said Webber shall teach him, or cause him to be taught, reading and writing, and shall, at the expiration of the apprenticeship aforesaid, being decently clothed, be fitted out without anything more, and in case it please him to serve longer after that date, the aforesaid Webber, if they agree, shall have the preference without cost or charge. This 14th February at Amsterdam in New Netherland, in the presence of Pieter Janse van de langestraet and Fredrik Arents, trustworthy witnesses hereunto invited. This mark— is made by Susanna Anthony Robberts

Pieter Jansen van de Lanstraet
Freryck Arens
Wolfertz Webber

In my presence.

Copy made.

Francis Hall as attorney of Alexander brian, Plaintiff contra Mary Gerarde, Defendant

To the Honorable Schout, Burgomasters and Schepens of this city.
Honorable Lords:

The plaintiff as attorney of Alexander Bryon demands from the defendant the sum of seventy pounds sterling with interest thereof from the day of maturity, and that in virtue of two different notes signed by the defendant herself whereof translated and authenticated copies are hereunto annexed.

With costs.

This day 15th February went with Joris Dopson to Andrew Halwel at the house of Baren Krydop who became security for Andrew Halwel in the sum of fl. 26.9. payable in three weeks. Present, Claes van Elsland, Junior, and me, Salomon Lachaire, Not. Pub.

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared Willem Abrahamse van der Borde, house-carpenter, burgher of this city, aged thirty years, and Louwerens van der Spiegel, journeyman baker, aged twenty-two years, also an inhabitant here, who at the request of Denys Isaacksen of Hartoghsvelt, house-carpenter, burgher of this city, declared to the prejudice or wrong of no man but in favor of justice, that it is true and truthful what follows here:

First. The abovenamed Willem Abrahamse alone declared that he was present yesterday in the forenoon in the new house of Nicolaes de Mayer where the requirant was standing and working and had some different words with the abovenamed Nicolaes de Mayer, among the rest heard said Mayer say to the requirant that he had done him much good. The requirant answering said: Thou hast not grudged me my eyesight. Whereupon said Mayer replied: That says I am a rascal. The requirant rejoining said: If you an honest man say so, thou must be yourself a rascal. Further, the deponents conjointly declared that they had seen the aforesaid Nicolaes de Mayer take up the requirant's axe and raise it in a furious manner, threatening to strike the requirant with it; but the requirant without any arms in his hands escaped by flight from him, and ran into the house; also that the requirant's wife and Nicolaes de Mayer's wife held the door fast on the aforesaid Nicolaes de Mayer so that he could not get into the street. They, the deponents, conclude herewith their deposition offering to confirm by a solemn oath, if required, what is above related and written, consenting that act hereof in due form may be made and delivered. Done without fraud at my the Notary's house in Amsterdam in New Netherland in the presence of Fredrik Lubbers.
and Lodowyk Post, trustworthy witnesses hereunto invited on the 15th day of February of this year 1661.

Willem Abrahams van der Borden
Louwerens van d Spiegel
Frederyck Lubbertsen
Lodewyck Pos

In my presence

This day the 18th February of this year I Salomon Lachaire, Notary Public, have proceeded with Johannes Witson and Gerrit van Tright to the person of Cornelus van Gesel and read to him in the name of Alexander Boeyer this following notice and protest:

Mr. Cornelus van Gesel:

Whereas Mr. Jacob Alrighs, deceased, on his particular account purchased from me two years ago the twelfth part of Tinnakongs Island and no more, which I acknowledge to have conveyed to him and that in virtue of my general bill of sale which by other opportunity before reached his hands, together with still another bill of sale of Paetsek, and I have never been able to obtain the same back voluntarily in his life time; now as you have declared yourself to be his testamentary heir, you are hereby legally notified by Notary and witnesses to hand me back the said bills of sale, uninjured, within four and twenty hours, or if they be not here, to give sufficient security, at least in the sum of ten hundred guilders Hollands, for which sum the lands contained in the said bills of sale were sold to Mr. Jacob Alrigs, deceased, on condition of being approved by the Lords Patrons in Patria. And moreover, I demand that you make payment to me of the account handed to you by Pieter Alrigs for so much earned of the said Alrigs, amounting to fl. 158, or else I shall be forced to proceed against you by means of and according to law where and how it shall seem best to me to obtain my guarantee.

Thus insinuated and protested in the matter aforesaid the 18th day of February. Present, John Witsen and Gerrit van Tright and gave for answer: that there were some papers of lands concerning him, Sander Boeyer, but had no certain knowledge thereof; requesting copy.

Quod attestor

To the Right Honorable Lords
the Lords Director General
and Council of New Netherland:

With all respect and reverence most humbly represent the undersigned householders, all inhabiting or owning land in or
about The Waleboght, that as faithful inhabitants and obedient subjects they have been at all times and are still ready to obey and comply with Your Honor's good and laudable ordinance, firmly trusting that it has no other intent than the public good of this province in general and the advancement, prosperity and improvement of every inhabitant thereof in particular. But since Your Honors have been pleased some time since, on the petition of Jacob Kip, to order that a village with a blockhouse should be laid out at the end of said Kip's land on the highest part, and the petitioners are ordered to go and dwell there, the said place by experience and in deed is found to be totally and altogether unfit for such a purpose, and that for the following reasons:

First: The woodland thereabout is not worth preparing for tillage land on account of the stones, seeing that from all appearance little or no crop is to be expected therefrom, since it never can be worked with ploughs in consequence of the multitude of rocks, and therefore your petitioners with sore labor cannot earn scanty food there.

Secondly: It is not possible, on account of the extraordinary height, to sink suitable and sufficient wells. An instance thereof is visible on Jan de Kaper's well standing by his house in the valley where men must climb in with ladders, and in that way with a cup or bowl scoop the water out of it, which nevertheless is insufficient for two or three families which dwell there now. For, will these people water their cattle, as they ought, they must haul the water in casks either from the bouwery of Jacob Hay or from the well near Jorisey Rappalle, which is of all things the most wearisome and detrimental for a husbandman who is provided with cattle, being the sinews of the bouwery, wherewith God Almighty (His name be praised therefor) hath tolerably blest us. In the summer the water courses in the bush are frequently dry and then if there be no water at the house it would cause the cattle to choke from thirst; in like manner, in winter the cattle standing at the stall must be daily watered and the roads sometimes are so extremely hard or deep and muddy that they can hardly be used to draw water at the precise time. Therefore your petitioners as good subjects respectfully turn toward you most humbly beseeching that it may be pleasing to Your Honors to permit them to erect a blockhouse at Jorisse Rapellie's Hook in order to shelter themselves therein in time of need, considering that place to be much better adapted thereto, being naturally firm and the water being the most noble spring of the whole country convenient to work and their bouwery or plantation thereabouts and adjacent; so that according to all appearance your petitioners will live there much better, more comfortable and more prosperously, and as they would be separated from each other by high water (freshet) they would build a bridge of two or three planks wide over the kill; and your petitioners to all and every who would please to come and dwell there, would grant suitable lots for houses and gardens and convey the same in full propriety, insomuch that it will with God's help advance to a proper and defensive village, to the delight of Your Honors and the comfort of your petitioners, who, not doubting a good and favorable apostil, remain Your Honors' faithful subjects.

Copy hereof was delivered unto Theunis Gysbertsen Bogert's
wife and there is debited and afterwards paid therefor fl. 5.-

[It appears by the Council minutes that the signers to the above petition were Joris Rapallje, Teunis Gysbertse Bogert, Rem Janse Smit, Evert Dircksen van Nes, Jan Jorisse Rapallie, Jan le Clercq and Wynant Pietersen. E.B.O'O'C]

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared the worthy Isaak de Foreest, burgher of this city, on the one part, and Adam Brouwer, inhabitant of Goannis and there miller to the water mill, on the other part; who acknowledged and declared to have with each other agreed and bargained for the purchase of the just half of the abovementioned water mill, on the conditions and terms following, to wit:

The abovenamed Isaak de Foreest declared to have sold to the aforesaid Adam Brouwer, who acknowledges to have bought from him, the just half of the said water mill with its appurtenances, the same as the said Foreest hath purchased them heretofore from said Brouwer, together with all such right of property as the abovenamed Foreest has had therein up to this date; therein placing him the said Brouwer here-by from this time forth in free and clear propriety, desisting from all pretence thereto, promising duly to protect and free him from all afterclaims coming against it on his account. Therefore the abovenamed Adam Brouwer promises to pay therefor to the abovenamed Foreest or his order, once the sum of twenty-four guilders, two thousand guilders thereof in good merchantable grain, to wit: wheat, rye, buck-wheat and maize; it is to be understood that he will be at liberty to pay one eighth part, being two hundred and fifty guilders, in maize - less if agreeable but not more - and one fourth part with buckwheat - more if agreeable but not less - and the remaining two fourths and one eighth part in wheat and rye, skepel for skepel, all at the price that parties have agreed on, to wit: the wheat four guilders the skepel, the rye four guilders the skepel, the buckwheat three guilders the skepel, and the remaining four hundred guilders in good well-strung wampum, making together the twenty-four hundred guilders abovementioned. The above payments must be made in two full years precisely from the date hereof, without any longer delay, or postponement; but it is expressly conditioned, that in case the purchaser shall please to make any payment before the day appointed in diminution of the aforesaid purchase money, he shall be privileged to delay the same length of time after the appointed day, with the payment of a like sum. And in order to perform and accomplish what precedes, the purchaser hereby binds by special mortgage the aforesaid mill with its appurtenances to be subject to execution on the day appointed for the payment; and furthermore, parties, each in his regard, hereby submit generally their persons and properties, moveable and immovable, present and future without any exception, however the same may be named or wherever lying or wherever the same shall be found, for the effectual performance of what is hereinbefore set down.
and written, to all courts and judges; all in true and good faith.

Done in the presence of Hendrick Obe and Jan Jorisen Rappalie on the 17th February of this year 1661 at Amsterdam in New Netherland Ao. 1661.

This is the mark $A\cdot B$ of Adam Brouwer made by himself.

Isaak de Foreest

Hendrick Obe

Jan Joris Rappalie

In my presence
Salomon Lachaire, Not Pub.

This day translated for Michael Spicer of Gravesend out of the Dutch into the English tongue, the demand of the Honorable Fiscal Nicasius de Sille, made against him, because he had lodged a Quaker named George Wilson and permitted him to preach in his house, and the conclusion was for a penalty of fifty pounds Flemish. Whereupon was written in the margin: Copy hereof to be served on party thereupon to answer etc. Dated 17 February

Before me Salomon Lachaire, Notary Public, etc., and the undernamed witnesses, appeared the worthy Annete Dircx, widow of the deceased Pieter Kock, of this city burgher, well known to me, the Notary, on the one part, and Willem Abrahamse van der Borde with Deonys Isaaksen van Hartoghsvelt, carpenters, both of this city burghers, on the other side, who declared to have contracted with each other for the building and building wages of a house as follows:

First: The abovennamed Annetie Dircx declared to have agreed to permit the building, and the abovennamed carpenters acknowledged for themselves to have undertaken the construction, of a house of forty-five running feet long and twenty-four like feet wide, to wit, with a cellar under the said house and a cellar window, and an upper room; in the first place in the front cellar a planed floor (the timbers above there being put in); in the same cellar a store room for provisions with a plank partition, and a door to it and a window on the side and stairs leading to the street and a mantelpiece and stairs to go into the kitchen; in the kitchen a bedstead, a chimney mantel with a heavy shelf, two little presses in the wall, one above the other, and a cupboard with a little rack, and a panel door to go into the front cellar, with a planed floor in it and a door to go into the yard, and a planed four-light window, therein two frames, the timbers above planed, with a door and door frame provided with panel, to go into the hall, also a two-light window [een twee licht] on each side to light the hall, with stairs to go into the hall, a side chamber with a paneled door and the sash on each side provided again with a two-light window to look into the hall, likewise a bedstead and mantelpiece with a heavy shelf; in
the hall a winding staircase to go to the upper story with a paneled door to it provided with a frame, with a shop and a counter and a planed floor, a flight of stairs [bordis trap] to go up to the chamber, with a railing and turned posts thereto, and a paneled door provided with a frame; in the basement a bunk bed [ledikant] with a mantelpiece with a heavy shelf, the floor on both sides planed, grooved, and fastened in the middle wall, a sash provided with three lights on each side; in the aforesaid house shall be made eleven girders, five of them with brackets on each side, the posts and beams planed, the garret on both sides planed, grooved, and fastened; up in the garret a center partition, planed and grooved, with a door in it, and two bedsteads, likewise the ceiling with eleven girders whereof five with girders and a loft overhead, planed and fastened and planed on both sides, with a stepladder to go on to the loft; the entire roof to be of sawed timber and all the pieces and spars under the roof to be planed, further the roof to be ready and fit to lay tiles on it, with a skylight in the loft with two lights, one of glass and the other moveable, the loft to be made tight with planks planed on one side, nailed over each other; the front (of the house) therein two little sashes in the front cellar with a store cellar door and frame, with a stoop the same as stands before the house of Mr. Martin Kregier; further a door frame with glass and planed, and two planed transom window frames with sashes and glass; likewise two bol frames, in each, one hand sash with a panel of glass on the garret, with a grated frame on the loft and a French javelin on the top of the house; in the rear front in the basement two planed transom window frames of three lights with their sashes and glass; also two bol frames on the garret, each with one window and one grated frame on the loft; all the above windows it is expressly stated must be glass windows with all their appurtenances; doors and sashes to be hung, to shut and to be made fast as they ought. And the contractors have agreed to accept as labor wages for said work a sum of fifteen hundred guilders, five hundred of which to be in good merchantable beaver, and the remaining ten hundred guilders in good well strung wampum, payable in the following installments to wit: one third part when the abovementioned work in ready, and the second third part when the roof is on; and the remaining third part when the aforesaid work is completed and finished according to the preceding specifications; and in order effectually to perform and do what is aforesaid, and the con-jointly have undertaken, they the contractors aforesaid pledge themselves conjointly with each other, and each of them as principal and in particular and in company, the con-tracting parties each in his regard, their persons and properties moveable and immovable present and future however named or wherever situate or found they shall be, submitting the same to all courts, tribunals and judges; all uprightly and in good faith.

Done at Amsterdam in New Netherland in the presence of Pieter Janse, mason, and Jan de Wit, miller, trustworthy witnesses hereunto invited on the 21st day of February Ao. 1661, who have signed the minute hereof with the appearing contractors, which minute remains with me the Notary.

Quod attestor

Copy delivered in duplicate. Paid
On the 23rd February have translated for Mierstris Michall Spicer out of English into Dutch an answer of the aforesaid Meerstris Spicer to the demand of the Fiscal on account of Quakery and consists of six pages of paper written according to instruction, for which and for translating the Fiscal's demand hereinbefore mentioned I demanded a fee of twelve guilders. She offered me ten guilders, somewhat grudgingly, and I offered to be satisfied with whatever the court would allow, which cited and informed me because I had translated so unseemly an answer and that I had received too much of a fee therefore.

On the 24th February Michaell Spycer exhibiting to me the apostil to her presented and by me translated which ordered the defendress to answer by either herself or her attorney the proposition etc. and requested me to set down her answer to the same as follows:

Michael Spicer, Defendant
contra
The Fiscal Plaintiff, N. de Sille

To the Right Honorable Lords, the Lords Director General and Council of New Netherland

Right Honorable Lords:

In order to answer pursuant to your order of the 24th February the defendress says:

That a friend named George Wilson lodged in her house one night and that some people came to converse with him, some asking and proposing questions and some disputing with him, but that she, the defendress, being from home, knew nothing of it until the people came into her house for that purpose. Therefore [she] maintains that she hath not offended against the Ordinance and concludes that the Fiscal shall be nonsuited in his demand and conclusion against her. Cum expensis.

Before me Salomon Lachaire, Notary Public admitted by the Right Honorable Director General and Council at Amsterdam in New Netherland residing, and the undemamed witnesses, appeared the worthy Daniel Tourneur, inhabitant of New Haerlem, who declared to have agreed with Ouke Jansen, carpenter, residing at The Ferry on Long Island, who appeared with him and acknowledged to have undertaken to build for the abovenamed Tourneur at New Harlem aforesaid a barn forty feet long and twenty feet wide within the posts; the timbers shall be twenty-four feet long and the outlet [uytlaet: side aisle] on both sides as wide as they can be made; the fronts on both sides above the timbers [are] to be made tight with clapboards; in the aforesaid barn shall be made five girders, two of which shall have dovetailed brackets to rest on the ground timbers except the outlet, and to make the roof thereon fit to be covered with reed or straw.

The door posts both in the outlet and in the barn at both ends to be made and arranged fit for doors to be hung, without anything further. And the contractor hath agreed as payment therefor, and the proprietor after the work is completed, precisely without delay, agrees to pay the sum of sixty-five
guilders in good strung wampum, over and above proper food and
drink, during the work which the contractor promises to com­
plete before the expiration of the next month of April in the
manner as above set forth. For the performance and fulfill­
ment of what is aforesaid, the contracting parites pledge, each in
his regard, their persons and property, however named or
wherever situate, submitting the same to all courts, tribunals
and judges. All in good faith. Done without fraud at Amster­
dam in New Netherland in the presence of Hendrick Obe and
Gerrit Hendrix, Inspector of the Weighhouse, trustworthy
witnesses hereunto invited on the 25th February 1661.

Hendrick Obe
Gerrit Hendryckx

In my presence

Before me Salomon Lachaire, Notary Public admitted by the
Right Honorable Director General and Council at Amsterdam in
New Netherland residing, and the undernamed witnesses, appeared
Nicolaes Gray, inhabitant of Flushing on Long Island, with
William Picklas of Virginia, both of competent age, who at the
request of Joris Dobson, of this city tavernkeeper, declared, to
no man's prejudice or wrong but in favor of justice, that it is
true and truthful that they the deponents were present yester­
day evening about half past nine at the house of the requirant,
where stones were hurled through the glass, whereupon they
looked out but observed no one. Further, William Picklas de­
clared that he had been lodging in that house for about four­
ten days and that on divers successive evenings, as soon as the
rattlewatch passed by, large stones were hurled through the
windows so terribly that all the people in the house were afraid
to go into the hall [voorhuys], but he did not see who did it.
Concluding herewith their deposition, being ready when required
to confirm by oath all that is above set forth. Thus done
without fraud at Amsterdam in New Netherland in the presence of
Huybreght de Bruyn, mason, and Fredrick Arents, trustworthy
witnesses hereunto invited on the 28th February 1661

This is the mark of
Huybert de bruyn
Freryck Arens

In my presence

To the Right Honorable the Lords
Director General and Council of
New Netherland

John Townson and Rithard Britnel for themselves and for
Samuel Deen and Richard Harker, their neighbors, all living at
Rustdorp, with all reverence most humbly represent, that they
are more than other inhabitants there burdened and oppressed
by their magistrates with the maintenance of seven soldiers,
solely, as they understand, because they are not willing and
cannot engage to be informers against the Quakers which Your
Honors by your placards, nor any Reformed magistrates did ever
order or charge their subjects to do. Therefore your petitioners,
turning most respectfully to Your Honors, humbly pray to be
relieved of the support of the aforesaid soldeirs, offering
their willing services in any other case by which the public
good may be promoted, promising to conduct themselves hence­
forth, as they have always done, as faithful subjects; to obey
your public placards and ordinances, and if necessary as far
as in them lies, to help to maintain them; so that Your Honors,
if not misinformed, will be well satisfied therein. Awaiting
a favorable apostil on the margin hereof, we shall always
pray for this Province's and Your Honors' prosperity, and
remain Your Honors' most faithful servants.

(Signed)
The mark of John Townsen
Richard britnel

[In the margin is:]
Copy of Apostil --

Why the soldiers are quartered on the petitioners appears
from the acte; whenever the petitioners like the other inhabi­
tants shall sign it, they will be relieved of the soldiers the
same as their neighbors. Done Fort Amsterdam in New Nether­
land the 3rd March Ao. 1661.

By order of the Director General
and Council of New Nether­
land
C. van Ruyven
Secrety

To the Right Honorable the Director
General and Council of New
Netherland

Most respectfully showeth Harmen Douwesen, an ancient in­
habitant and burgher of this city, that he some time ago hath
purchased from the Burgher Provost*, Lodowyck Post, a little
lot for a house and little garden situate south next to the
dwelling of the abovenamed Provost, intending to have a cottage
built there of two planks long and eighteen or twenty feet wide,
but as the said little lot is somewhat near the fort, your
petitioner considered that he required Your Honors' special
favor, willingness and consent thereto. Now, as he has his
materials for the most part ready to begin to build, he there­
fore, from the aforesaid considerations, most respectfully
turning towards you, humbly requests the requisite consent by
apostil on the margin hereof. Whereunto not doubting he is
and remains all times praying for the prosperity of this country
and that of Your Honors, your most faithful subject and ever­
ready servant.

*Captain of the Burgher Guard
Fredrick Cristoffels, Plaintiff
contra
Tames Davits, Defendant

To the Honorable Burgomasters and Schepens of this city.

Right Honorable Lords:

The plaintiff says and offers to prove with indubitable evidence that about a fortnight ago he hired himself to the defendant to sail in his place on the defendant's sloop for the benefit of Dirck Smyt, during the time of one year or longer until the defendant should return from Holland, on condition of receiving as wages therefor two beavers in specie per month, and he entered and has served on the said engagement since the twelfth of February; but the defendant departed from the said engagement by an agreement with Dirck Smit and will even break off the engagement commenced with the plaintiff, to the plaintiff's serious injury, which the plaintiff alleges to be underhanded. Therefore [he] concludes for continuance of service on some suitable sloop on the river or payment of half the wages according to law, with costs incurred herein.

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council at Amsterdam in New Netherland residing, and the unnamed witnesses, appeared Jan Aertse van de Bilt, an inhabitant of Middelwout on Long Island, who acknowledges for himself and his heirs to be well and truly indebted unto William Teller, residing at Fort Orange, in the sum of two hundred and forty guilders on account of rent due, and promises to pay promptly the said sum of two hundred and forty guilders unto the said William Teller, who also appeared and accepted the aforesaid promise, or his order, within one year after date hereof with good strung current wampum or other wares at current price, without longer delay or postponement, under bond of his the appearer's person and property, moveable and immovable, present and future, however named or wherever situate, submitting the same to all courts, tribunals and judges. Thus done in good faith in the presence of Fredrik Arentsen and Johannes Withart, trustworthy witnesses, hereunto invited the 8th day of March 1661 at Amsterdam in New Netherland.

This is the mark made by Jan Arts van de bilt himself

Freryck Arens
Joan Withart

In my presence

At the request of Fredrick Cristoffels, plaintiff, complaining of Tamas Davits in a matter of hire and wages which he pretends I have given him according to his proofs approved by court, these following consultations and opinions:
First: That in a case of wages, parties are strictly bound so that the violators thereof were of old punished by banishment and branding, as runaways (Recueil van Roseboom, folio 251; Zereght, Art. 43).

Item on wages: That should any master etc. discharge his servant before the expiration of engagement without their being due, he must pay the entire hire.

Item: That a skipper who discharges any of his crew at sea or on the voyage without paying him, owes him the whole wages, but if it occur on shore, the half (Huygo de Groot's Inleydingh, Part 20. pagin. 199).

That a skipper without reasonable and lawful cause discharging his seaman at the place where bulk is first broken is liable for the payment of the entire wages with the cost on the whole (Zee reghten, Art. 42).

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council at Amsterdam in New Netherland residing, and the undernamed witnesses, appeared the worthy Fredrick Harmensen, at present residing at Gweghkonq, well known to me the Notary, who acknowledged for himself and heirs to be well and truly indebted unto Adriaen van Laer, shoemaker, residing within this city, in a sum of two hundred and seventeen guilders, sixteen stivers in beavers, on account of divers goods received long before this by the appearer to his satisfaction, the account whereof the appearer in presence of me the Notary approved of as good and promised to pay or cause to be paid the said sum of two hundred and seventeen guilders sixteen stivers to the said Andriaen van Laer or his order by the first opportunity possible to him, and that from moneys to be received by him, the appearer, for his share out of the sale of a certain house of the deceased Jan Janse Hagenaar, the appearer's late father-in-law, to which he as co-heir is an inheritor; which interest he the appearer promises to cede and convey by transport unto the said van Laer in order that he may receive the moneys proceeding therefrom, and what is by him received to credit his, the appearer's, account for so much; and it is expressly conditioned that if said house be sold for wampum the portion to be received by van Laer shall be reduced to beavers at the rate of twelve guilders in wampum; and the appearer promises to make good and pay whatever falls short in the above account, to the last penny; under bond of his, the appearer's, person and property, moveable and immovable, present and future, without any exception, however named or wherever situate, submitting the same to all courts, tribunals and judges, all uprightly and in good faith. Done at Amsterdam in New Netherland in the presence of Jacobus Vis and Jan Roeloffs, trustworthy witnesses hereunto invited on the 10th March Ao. 1661.

This mark A is made by Fredrick harmensen's own hand

Jacob Vis
Jan Rolffsen

In my presence
This day the tenth of March of the year one thousand six hundred and sixty-one before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council in Amsterdam in New Netherland residing, and the undernamed witnesses, appeared the worthy, Fredrick Harmensen residing at Gweghkoncg, to me [the] Notary well known, who as husband and guardian of Cristina Jans, his wife, and in that quality co-heir in the estate left by the late Jan Jans Hagenar, his, the appearer's, father-in-law, declared to cede, transport and convey, as he hereby doth cede, transport and convey for and to the behoof of Adriaen van Laer, shoemaker, resident of this city, also appearing and with due stipulation accepting this deed, the whole and real inherited interest on and in his deceased father-in-law's house and lot lying and being on the Marcktvelt Steegh within this city, so far as to him the grantor belongs, and by him is inherited; hereby desisting from all action, right and pretention to the same house and inheritance both for himself and for his assigns, holding himself well satisfied for thus doing, as appears by obligation on date hereof executed before me the Notary and certain witnesses, promising therefore this deed now and at all times for good, fast, irrefragable to hold and cause to be held, and against it to do nothing nor allow anything to be done in law or out of law, under bond as by law provided. Thus done in good faith at Amsterdam in New Netherland in the presence of Jacobus Vis and Jan Roelofsen, trustworthy witnesses hereunto invited the day and year aforesaid. Also I the Notary have told them to have this recorded in the Secretary's office.

Jacob Vis

Yan Rolffsen

This is the mark of Fredrick Harmens made by himself

In my presence

This day the 12th March I the undersigned Notary, at the request of Adriaen van Laer, have repaired to the City Hall and there inquired of the Honorable Secretary, Johannis Nevius, whether it was the practice in this city to have enregistered in the Secretary's office deeds of real estate executed before a notary and witnesses according to the ordinance of Amsterdam. Whereunto the abovenamed Secretary gave me for answer. No; hither not, as far as I know. And I have delivered to Adriaen van Laer copy hereof in writing.

Salomon Lachaire, Not Pub.

Before me, Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing in Amsterdam in New Netherland, and the undernamed witnesses, appeared the worthy Jacobus Vis of this city merchant, who declared to have leased unto Wessel Gerrits, a soldier in the service of the West India Company here, who also appeared and acknowledged to have hired from him, a house and garden lying and being on the public Broadway, north of the Honorable Company's garden, for the term of one year, commencing the first of this month of March and ending the first of next March, and that for the sum of one hundred and forty guilders, half in good
merchandise beavers and the remainder in good strung current
wampum, the first half of the aforesaid sum payable precisely
every half year in either specie; therefor the lessor promised
to deliver the aforesaid house, wind and water-tight, as is
proper. In order effectually to fulfill and perform what is
aforesaid, the contracting parties, each respectively in his
regard, pledge their persons and properties according to law
thereunto enacted. Thus done in good faith in the presence of
Anthony de Mill and Klaes van Elsland, trustworthy witnesses
hereunto requested on the 10th day of March of this year 1661 at
Amsterdam in N. Netherland.

Jacob Vis

This is the mark of Wessel
Gerritsen made by himself

Anthony de Mill

In my presence
1661:3:10:

To the Honorable Lords Director
General and Council of New
Netherland

Most humbly showeth Emmanuel Pietersen a free Negro, as
husband and guardian of Reytorry, otherwise Dorothe Angola, a
free Negress, that his wife did in the year 1643 on the 30th of
August, stand godmother or witness at the Christian baptism of
a little son of Kleyn Anthony of Angola, begotten by his wife
named Louize, which aforesaid Anthony and Louwise, being both
free Negroes, died a short time afterwards, leaving the above-
named little boy, named Anthony, which child your petitioner's
wife, out of Christian affection, immediately on the death of
his parents, hath adopted and reared as her own child, without
asking assistance from anyone in the world, but maintained him
at her own expense from that time unto this day, whereunto your
petitioner in like manner is well disposed and willing to pro-
mote the interest of the said boy as far as is in his power.
Wherefore your petitioner most respectfully turns to Your
Honors humbly requesting an apostil on the margin hereof, or
else an acte from Your Honors setting forth that Your Honors
consent to and approve of the rearing and adoption of said boy
as her child by the petitioner's wife, to the end that he,
being born of free parents and by free persons brought up and
reared without cost or charge to the Company or anyone else,
may be declared by YourHonors a free person in order thus to
be qualified to inherit his or your petitioner's temporal goods
by last will or testament, if he should happen to die without
lawful child or children.

[In the margin is:]
Copy of the apostil.

The case being as herein represented by the petitioners, their request is granted. Done at Fort Amsterdam in New Netherland the 21st March 1661.

By order of the Honorable Director General and Council of New Netherland.

Cornelis van Ruyven
Secretary

In the name of the Lord, Amen.

In the year thereof, sixteen hundred and sixty-one, on the fourteenth day of the month of March, at six o'clock in the afternoon, before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council residing at Amsterdam in New Netherland, and the herein named witnesses, appeared the worthy Giertie Broeders, of this city burgess, well known to me the Notary, being the lawful wife of Bartelt Mankens, at present on his voyage to Holland, lying sick abed, but to outward appearances in full possession and use of her understanding, memory and speech, who pondering and reflecting on the certainty of death and the uncertain hour thereof, foreseeing which she the testatrix, desiring that a testamentary disposition be drawn up in the best form that is in any wise possible to her, commanded me the Notary therefore to write this her testament and last will as follows:

First: Revoking, breaking annulling and cancelling all testamentary dispositions by her the testatrix in any wise made or executed before the date hereof, but disposing thereof anew, [she] hath commended her immortal soul after its departure out of this body into the merciful and compassionate hands of God and her body to a Christian burial; further, coming to her temporal goods to be left after death in this world, she hath willed and bequeathed as she doth hereby will and bequeath out of the same to her lawful little son Adriaen Bartels Manckens, aged about seven months, all her the testatrix's clothing, together with all her linen and jewels of silver, gold, pearls and precious stones to her body belonging; and in all her further goods, movable or immovable, she the testatrix hath made and instituted as her universal heir the aforesaid Bartelt Maenkens, her the testatrix's married and lawful husband, to do, traffic and trade as with all his other free own goods, without being bound to deliver to anyone in the world any statement or inventory, but she the testatrix hath highly recommended to her said husband the care of bringing up their abovementioned lawful child in an edifying manner, to teach or cause him to be taught, in addition to reading and writing, a decent profession or trade according to his state and opportunity; and in case said child arrive at his majority or married state or that the longest liver should again marry, only then shall the longest liver, according to his state and condition, have to exhibit to said child his legitimate portion of his mother's side, the testatrix laying this on her husband's conscience. Further she, the
THE REGISTER OF SALOMON LACHAIRE

testatrix, hath nominated and appointed, as she hereby
nominates and appoints, as administrators and executors of
this her will and especially guardians and overseers of her
aforesaid child the worthy Mr. Johannes Verveelen of this
city merchant, and Hans Steyn, also of this city burgher,
giving them full power, injunction and authority in the ab­sence, or for want, of her, the testatrix's husband, after
her death, to enter upon the estate under due inventory and
to regulate the deceased's house as executors and chosen
guardians, with power and command to select one or more
honest persons, with themselves as administrators with
similar or limited power, on which condition she, the
testatrix, hath most expressly excluded and debarred, as
she doth hereby exclude and debar, the Orphan Chamber of
this city and all others, not wishing nor requiring that they
shall have any power, might or authority over her aforesaid
child and his, or her absent husband's, property, leaving
the same altogether at the disposition of her abovenamed
chosen guardians; and if there be any laws, statutes, customs
or ordinances dictating the contrary hereof, she, the testa­
trix, wishes to be excused therefrom, hereby derogating from
and annulling the same.

All which aforesaid she the testatrix thus declares to be
her last will and testament, willing that the same shall stand
and take effect, as testament, codicil, dying or living parental
gift or so as men's last will can have power or effect to the
best degree, according to the laws, usages and customs of this
and other lands, notwithstanding some solemnity demanded in law
be not observed herein, the testatrix reserving to herself the
power according to her pleasure this testament wholly to revoke
and recall, or by codicil the same to change as she, the testa­
trix, at any day shall think expedient. She, the testatrix,
concluding herewith her testamentary disposition, charging and
ordering me the Notary to make instrument thereof in due form.
Thus done and disposed before and in the presence of the
Worshipful Schepens Johannis van Brugge and Jeronimus Ebbingh,
as trustworthy witnesses requested and invited hereunto. At
the house of the testatrix at Amsterdam in New Netherland; day
and year aforesaid.

These two letters were
made by Geertrie Broeders in place of
her name.

Johannes van Brugh
Jeronimus Ebbinck

In my presence

Frederick Cristoffels, Defendant
contra
Tames Davits, Plaintiff

To the Honorable Burgomasters and
Schepens of this city Amsterdam
in New Netherland

Right Honorable Lords:

The "impetrant" as he calls himself in instituting this
suit and in the documents of his demand etc., having shown himself a person disposed to fight against his own shadow, so without unfairness can he be distinctly answered on either article of his inordinate demand.

To do this briefly, pursuant to Your Honors' order of the 15th March, the defendant says; First: That neither he nor any person else is bound to make good the wet tobacco, as such damage was caused by an undiscovered leak which occurred to the sloop whilst sailing through the ice, and not by any sea- or rain-water shipped from above. Herein then, according to the Zeereght, he is not entitled to average.

Second: Even if that were not true, the plaintiff hath no claim against the defendant who in this instance served merely as a seaman and who in law is not subject to average, but must institute his action against the skipper to whom he hath paid his freight.

Third: If the plaintiff would however install him as skipper and as such complain of the defendant as his negligent sailor, he must have so maintained in the first instance against the defendant at the time of demanding half the wages agreed upon, and made his suit in reconvention, but not fraudulently conceal his counterclaim in order to effect a settlement by arbitration, and thus deceived Messrs. the arbitrators who otherwise would undoubtedly have adjudged herein to the defendant a half year's hire according to Zeereght; with which approved decision the defendant can without any further proof exonerate himself from all claims arising out of the past hire.

Therefore the defendant maintains the illegality thereof and says he is complained of and sued at law to his excessive damage, protesting both for failure of profit through loss of time and for injury done him herein. Concludes further that nothing is to be received, and for dismissal of the suit, with costs.

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared Mr. Willem Teller, inhabitant of Fort Orange, who declared to have agreed with Andries Andriesen and Hendrick Jansen Sluyter to make for him here in the city for the appearer's house and lot situate without the Watergate of this city a sheeting of piles each one foot four inches thick joined to each other, pile to pile, eleven feet long, five feet in the ground, and six feet above ground, with a girding of braces therefore, and every ten or twelve feet a good anchor, dovetailed, run therein, further to be lined and properly filled inside with green sods two feet thick in a regular manner; wherefore the appearer promised to pay the contractors after the work is completed a sum of five hundred and thirty guilders in wampum and a half barrel of good beer for their treat, and nothing more. Thus done without fraud in the presence of Lodowyck Post and Jacob Liets witnesses hereunto invited, on the 22nd March, at Amsterdam in New Netherland Ao. 1661.

Lodowyck Pos
Jacob Liets

Willem Teller

In my presence

To the Honorable Burgomasters of this city:

Respectfully showeth Abraham van Nas, as attorney of the late Mr. Isaaq Allerton the elder, there yet remain in his hands divers papers, documents and vouchers appertaining to the estate of the said deceased Isaaq Allerton, consisting of notes, deeds and other letters or bonds in favor of the same, as appears by the annexed inventory thereof, whereof your petitioner will most willingly divest himself and deliver them to whosoever is entitled thereto, on obtaining proper receipt and discharge as also payment of his earned salary from the same. As the curators appointed over the estate aforesaid are unknown to him, he is advised to apply to Your Honors and to request Your Honors to be pleased to order where and to whom he shall deliver over said papers, and demand his earned salary, being a sum of fl. 65.4., requesting to this end an apostil in the margin hereof, in order to regulate himself accordingly, to use the same in future as behooves. That doing he remains.

The inventory of the abovementioned documents follows:

1. Certificate signed by Cornelis van Gesel, Secretary, in regard to earned salary.
2. Attestation of Hendrick van Gesel, Court Messenger.
3. Attestation of Gerrit van Severingen, Councillor and Officer of the Colonie N: Amstel.
4. Attestation of Reynier Syperman, Corporal.
5. Letter of Isaaq Allerton to Abraham van Nas.
7. Judgment against Alexander Boeyer for the sum of fl. 729 according to note and mortgage hereunto annexed.
8. Power of attorney to Abraham van Nas.
9. Lease of Jan Spern.
10. Deed from Jacob Crabbe in favor of Isaaq Allerton of a piece of land 24 morgens in extent, situate near Fortress New Amstel.
11. Power of attorney under the hand of Allerton in the case of Jan Paul Jaqet.
13. Agreement between Jaquet and Abraham van Nas as attorney of Allerton.
14. Deed from Jan Schayen [Schagen] in favor of Isaaq Allerton of a certain piece of land situate at the first hook above the Fortress New Amstel, forty morgens in extent.
15. Note and mortgage from Pieter Harmens in favor of Isaaq Allerton for the sum of fl. 961.
16. Bond from Jan Schaeyen in favor of Isaaq Allerton.

17. Decision of the arbitrators between Jan Paul Jaquet and Isaaq Allerton.

18. Note and mortgage of Sander Boeyer in favor of Isaaq Allerton.

19. Note and mortgage of Andries Hudde in favor of Isaaq Allerton for the sum of fl. 769.

20. Note and mortgage of Moenes Andries in favor of Isaaq Allerton for the sum of fl. 156.10.

Before me Salomon Lachaire, Notary Public, admitted etc. and the undernamed witnesses etc., appeared the worthy Thomas Wandel who declared to have leased to [left blank] who also appeared and acknowledged to have rented from him a house and garden lying and being on the Bevers Graft, next to the house of Jacob Leuns, for the term of one year and to pay therefor two hundred guilders in good strung wampum, the just half thereof precisely every half year; and it is moreover expressly conditioned that the tenant of the lessor's house standing at the Wale shall paint the front at his own cost and that for two measured skepels of peas and no more than what is aforesaid; thereunto the respective contracting parties pledge, each in his regard, their persons and properties, however called or wherever situate, submitting the same to all courts etc.

Before me etc. appeared James Milles, an English merchant, resident of Virginia in James River, who acknowledged for himself and his heirs to be well and truly indebted unto Warnaer Wessels and Jan Gillesen de Jongh, inhabitants here, conjointly herein in partnership, known to me the Notary, in a sum of two hundred guilders in good merchantable tobacco, on account of a certain agreement made and concluded on the date hereof in presence of me the Notary by him, the appearer, for loss and default of purchase of twelve hogsheads of wine and I, James Milles, promise to pay or cause to be paid the aforesaid sum in tobacco in this city in the month of June next, under penalty of the law. Thus done in good faith at Amsterdam in New Netherland, in the presence of Hendrick Obe and Jan Hendrix Steelman trustworthy witnesses hereunto invited on the 26th March Ao. 1661.

Hendrick Obe
Jan Stelman

In my presence

Copy delivered to Warnaer Wessels this 18th July.

13 April 1661. By order of W. Wessels copy hereof is delivered unto Mr. Steenwyck and transfer made thereon of said Wessels' half interest in said foregoing note.
Before me Salomon Lachaire, Notary Public, and the under­named witnesses, appeared the worthy Abraham van Nas both for himself and for Hendrik Kip the younger, appointed with him executor of the estate left by the late Elmerhuyzen Kleyn deceased at New Amstel on the South River, on the one part, and Messrs Olof Stevens van Cortlant, Cornelis Steenwyck and Warnaer Wessels, Gerrit van Tright and Salomon Lachaire, as attorney of Jacob Vis and Cornelis van Gesel, all creditors of the said estate on the other side, who declared at the request of the executors aforesaid and with the approbation of the Right Honorable Director General and Council to have agreed and arranged amicably together over the points and articles here written as being the most advantageous, necessary and profitable to the abovementioned estate:

First: That the said estate shall be administered by the testamentary executors and that under benefit of inventory, which to that end they shall obtain here from the Director General and Council, and in the interim be further proceeded with as is proper without any opposition direct or indirect.

Second: That Mr. Willem Holywordt, an Englishman, shall be paid out of the estate at once from considerations of law, as he could levy otherwise on the peltries which are in Maryland with Franq Rykt.

3: That Abraham van Nas's wages to the amount of one hundred and twenty-four guilders in wampum earned in the lifetime of the deceased, besides the funeral expenses, shall be paid according to just account to be exhibited thereof; also, the expenses of the voyages made and to be performed to Maryland, according to the instruction of the Director General and Council @ fl. 4 per diem in beaver in addition to passage money and board; likewise reimbursement of costs of procuring letters of benefitium of inventory, with what appertains thereto, and of this voyage here to Manhattan according to the location and allowance of the Director General and Council.

4: The general creditors have with the approbation of the Director General and Council on their part nominated as a third executor the person of Gr: van Tright in order to distribute the proceeds of the estate to the creditors thereunto entitled, to the end that the testamentary executors shall not be bound to give any further security for the fair administration than their persons and properties.

5: Resolved that three waistcoats and three outer garments be delivered to the daughter of Jaquet according to the verbal last will of the deceased.

6: That the suit in appeal against Jan Paul Jaquet shall be prosecuted, according to the last will of the testator, to final issue.

7: That authority shall be obtained from the Director General and Council for the executors to settle amicably with the debtors of the estate etc. under the public seal etc.

8: The present creditors hereby declare themselves content with the letters of inventory, and to prevent as much as in them lies, the expenses to fall thereon.
9: And the still unknown creditors shall be summoned by affixing notices here by the attorney of the general creditors and in the South River by the testamentary executors.

10: Further the general creditors here, by their attorney, shall everywhere represent the persons of the appointed executors for the benefit of the orphans and legatees, and in the name of the same proceed against all unlawful creditors as that behooves, and the appointed executors shall everywhere proceed in like manner in the name of the known and legal creditors both on the South River and in Maryland.

11: And the general creditors here present have ratified and declared good and valid, as they do hereby, the agreement made and concluded by the appointed executors with Frantz Ryk and Pieter Allrigh.

And furthermore and lastly, the contracting parties agree with each other that the appointed executors shall receive for the trouble of receipt and disbursement seven and a half percent specie to be divided in equal portions among the three of them. Thus done and executed in good faith at Amsterdam in New Netherland, in the presence of Claes Tysen and Symon France, trustworthy witnesses hereunto invited on the 29th day of March Ao. 1661.

Claes Thyssen
Symen Fransz Prinsman
Cornells Steenwyck
Gerrit van Trigt
Salomon Lachaire, attorney of Jacobus Vis
Warnaer Wessels
Cornelis van Gezel

In my presence,
Salomon Lachaire, Notarius Pub.

Before me Salomon Lachaire, Notary Public etc., and the undernamed witnesses appeared the worthy Abraham Jacobs, carpenter, on the eve of his departure for Virginia, who declared to have sold unto Tomas Davits, burgher of this city, who also appeared and acknowledged to have bought of him, three cows, seen by the purchaser, at present in Middelwout on half the increase, one with Father Kees, one with Jan Stryker and one with Jan Roelofs Suborne, the brother-in-law of Dom. Polhemus, which cows shall be delivered to the purchaser on the second of October next, and the purchaser promised to pay therefor to the seller a sum of two hundred and sixteen guilders in beaver, the last with the first penny, whereof the seller hereby acknowledged to be paid and satisfied in full; and it is expressly conditioned that the abovenamed three cows shall, from the date hereof, stand and run at the risk and profit of the purchaser aforesaid, without the seller's thereupon having reserved any action or claim; accordingly half the increase and
the contracted butter proportionate to the time shall accrue to
the purchaser. All whereof as aforesaid, the contracting
parties promise thus to perform and cause to be performed under
bond according to law. Thus done in good faith in the pre-
sence of Gilles Jans, carpenter, and Mr. James Mills, trust-
worthy witnesses hereunto invited on the 31st March Ao. 1661
at Amsterdam in New Netherland.

Gelis iansen Abraham Jacobsz
James Mills Tammes Davits

In my presence

Before me Salomon Lachaire Notary Public etc. and the
undernamed witnesses, appeared the worthy Abraham Jacobsen, who
acknowledged to have sold unto Tames Davits, who also appeared
and acknowledged to have bought of him, the increase of the
calves which belongs to him Abraham aforesaid from all the cows
which he has with divers persons in the village of Middewout
on halves, and whereof the appearer hereby desists and trans-
fers his interest on and to the said Tames Davits, and the
abovenameed Tames Davits promises to pay therefor to the seller,
as he doth hereby, the sum of forty-five guilders in nails,
price current, and nothing more. Thus done in good faith at
Amsterdam in New Netherland this 31st March in the presence of
Gilles Janse and James Mills, trustworthy witnesses hereunto
requested.

Gelis iansen Abraham Jacobsz
James Mills Tammes Davits

In my presence

Nota. Tames Davits paid for his share of the two
contracts to me fl. 2.10.
9 May. Delivered copy to Tames paid 4. -
       owes 1. -

Wrote in English for Hendrick Obe a note against him for
the sum of one hundred and twenty-five guilders in favor of
John Remsdan, payable to John do. at Middelburgh.

Therby earned fl. 10.

To the Right Honorable the Director
General and Council of New
Netherland

Respectfully showeth Tomas Wandel, inhabitant of Mespats
Kil, that he, the petitioner, hath understood that all the
salt meadows situate in the abovenameed kil have been given and
granted by Your Honors to the inhabitants of the town of
Bushwyck whereby your petitioner would accordingly be stripped and deprived of the meadow granted and assigned to him, the petitioner, by the Magistrates of Middelburgh in the year 1654 by Your Honors' order, being the outermost hook situate between Smith's Island and the land of the late Eldert Engelberts at the place that he was massacred by the barbarous Indians. Which meadow your petitioner hath from that time down to this peaceably and quietly used, knowing no otherwise than that it was his own property and not otherwise possessing a foot of meadow with his entire bouwery except this. Your petitioner therefore respectfully prays that the said hay meadow, great about four or five morgens, may be henceforth left free for his use or at least have his share with the above-named inhabitants of Bushwyck in the meadows of Mespat at the above-named place as being next and most convenient to him, the petitioner, and least prejudicial to the above-named town.

Copy delivered. debit Tames Wandel fl. 2.10.
paid by Tomas Wandel

Before me Salomon Lachaire Notary Public admitted etc., and before the undernamed witnesses, appeared the worthy Geurt Courten, inhabitant of Gamoenepa, who declares to have leased unto Jacob Lube, late sergeant residing in this city, who also appears and acknowledges to have hired from him, a lot of land situate at Gweghkonck, otherwise called the Maizeland, being No. 16, which aforesaid lot the lessor promises according to the order and ordinance of the town to deliver suitably fenced, as also a house of thirty and a barn of fifty feet long set within the town in like manner at his own cost along the palisades of the village according to the ordinance, upon condition that the lessee shall furnish his service and labor to cut, smoothen and to bring to the work at his own expense the timber for the barn and the reed to cover it. The lessor shall over and above that deliver on the said lot of land next March a plough and a wagon against the harvest following, which wagon they, the contractors, conjointly and severally as owner shall use. The lessor also promises to give the lessee on half of this next spring two young cows without requiring any butter from them for this year, and two three-year-old oxen on half risk; also the first year following in the spring two more young cows and two young oxen, from which four cows aforesaid the lessee promises during his lease yearly, for each cow, to pay fifteen pounds of butter as rent. Which aforesaid land with house and barn the lessor promises in conformity to the above to deliver this summer as soon as the crop is off the field, and to let the lessee enjoy and use them with advantage, profit and benefit for the term of six consecutive years. The lessor likewise promises to deliver to the lessee by way of advance as much seed corn as he will require this spring and also to sow in the harvest on the aforesaid piece of land; likewise to plow and sow the same land. For which abovenamed lot of land with its dependencies the lessee the first two years shall not pay anything except only the butter rent of the cows, and the four following years, precisely every year, two hundred guilders in corn at the current price or in good current wampum, payable on the first of January, and that on the lessor's own ground, or the abovementioned lot of land, on which condition the lessee shall be bound the abovenamed lot of land with all that is therewith leased and herein described, at the expiration of the abovenamed years immediately on the
removal of the crop from the field, to deliver over to the owner or his order, in due form in its fences, according to the statute, and the house and barn in habitable repair, together with half the increase of the four cows. For the performance and fulfillment of what precedes, the contracting parties, each in his regard, thereunto bind their persons by law. Thus done in good faith at Amsterdam in New Netherland in the presence of Robber Roelants and Abraham Jansen trustworthy witnesses hereunto invited, on the first April 1661.

Robbert Roelants

Abram Janse

For writing and two affidavits for James Mills, earned fl. 3.-

For copying two accounts and for my boy 1.4.-

Item, for going with him to the Burgomaster and elsewhere 1.-

At ten for one stiver comes light fl. 7.15.-

Copy of the preceding contract of lease made for Jacob Lube

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council, residing at Amsterdam in New Netherland, and before the undernamed witnesses, appeared the worthy Daniel Tourneur, inhabitant at New Haerlem, who at the request of Pieter Tarragon, an inhabitant of New Aernhem, to no man's prejudice or wrong but in favor of justice, hath testified, declared and attested, as he doth hereby attest, delcare and testify, by true words in lieu of oath, that it is true and truthful that he, the deponent, after his harvesting in the month of August last year, was at Mespats Kil in the woods where he met a man named Hendrick Smit, being Ensign Smit's half brother, who inquired of him, the deponent, if he had not seen his cattle. To which the deponent answered, No; and accompanying him, the abovenamed Smit, to the village, the deponent asked, How is Peter Tarragon, and canst thou not agree yet with him when there are only you two in the village? Thereupon the abovenamed Hendrik Smit answered: Why should I agree with the rascal who hath so injured and cut my ox in the body! We shall not agree before we have exchanged a bullet with each other, or that the one or the other leaves a widow. He the deponent herewith concluding his deposition, offering to confirm by solemn oath, when necessary and required, all that is
aforesaid. Thus done without fraud at Amsterdam in New Netherland in the presence of Hendrik Spiers and Frederick Arents Drajer, trustworthy witnesses hereunto requested on 2nd April Ao. 1661.

Hinrich Janssen Spiers  D. Tourneur
Fredryck Arens

In my presence

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undersigned witnesses, appeared the worthy Michiel Tades of this city burgher, who declared to have sold to Jan Jochemsen Val, pilot on the galiot, and Adriaen Symonsen Beer, merchant here, who jointly and severally acknowledge to have bought each half a yacht called The Love [de Liefde,] lying at present in the roadstead here, belonging to him the seller, with all the standing and running rigging, sails, anchor, rope and boat; further all both good and bad ship's furniture as it is at present and by the purchasers is seen or not. The purchasers promise to pay therefor to the seller, once for all, five hogsheads of French wine and one anker of brandy on the arrival of the first ship or ships from Patria and nothing more, and the seller shall on the date hereof deliver to the purchasers the abovenamed yacht with all her dependencies to all apperance as now sold. For the performance of all that precedes, the contracting parties each in his regard, and the purchasers each in solidum, pledge their persons and properties under penalty of the law. Thus done in good faith in the present of Warnaer Wessels and Jan Gilles de Jonge, trustworthy witnesses hereunto invited, on the 20th April Ao. 1661 at Amsterdam in New Netherland.

Warnaer Wesselsz  Mychgil Tadens
Jan Gillis de jong  Jan Jochemsen Val
Aryan Symense

In my presence
Salomon Lachaire, Not.

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council residing in Amsterdam in New Netherland, and before the undersigned witnesses, appeared the worthy Abraham Pietersen, miller, of this city burgher, who declared to have sold to Jan Cornelis van Hoorn, also of this city burgher, who also appears and acknowledges to have bought of him a water mill, standing and situate at the Fresh Water, at this date the property of the seller, with all its implements, right of ownership, existing and dominant, services and rights as possessed by the seller to this day according to exhibited proofs, and the purchaser hath promised to pay the seller therefor once the sum of seventeen hundred guilders in good current wampum and that at the times following, to wit: one-fourth part to the amount of fl. 425. on the first of next May, on the delivery of said water mill,
with the written titles thereto, and seen this date by the pur-
chaser; a like fourth part on the first of January of next year,
and a like fourth part on the first of September following,
and the remaining fourth part eight months after, to wit, on
the first of May of the year 1663 for the completion of the
abovementioned full sum of seventeen hundred guilders. For the
performance and fulfillment of what precedes, the contracting
parties, each in his regard, bind their persons and properties
according to law thereto provided. Thus done in good faith in
the presence of Hendrik Janse Vander Vin ancient Schepen and
Jan Joosten, trustworthy witnesses hereunto invited on the 20th
April of this year 1661 at Amsterdam in New Netherland.

Hendr: J: vandr: Vin

Jan Joosten

Abraham Pietersen

Jan Cornelissen van Hoorn

at the house of Sybout Claesen

To my knowledge

Note: Copy delivered to Abr. P., miller
Paid

This day, the 21st April, hath Cornelis Pluvier constituted
and appointed Mr. John Hudson of New Haven in New England his
attorney, and that specially in his name to collect, take up
and receive of Cornelis Willemsen, carpenter, the sum of one
hundred and seventy guilders in wampum and fifteen beavers with
one fox, and to that end gave him also the authentic copy of
the note drawn by him on the 29th May Ao. 1659, before Notary
van Vleek and certain witnesses, likewise the same translated
by me from Dutch into English, and a power of attorney, drawn
by me in English and signed as witness with Mr. Martyn Cregier
on the above date.


Before me Salomon Lachaire Notary Public, admitted by the
Right Honorable Director General and Council, residing at
Amsterdam in New Netherland, and the undernamed witnesses,
appeared Engeltie van Diemen, having power of attorney from her
lawful husband Willem van Diemen, late sergeant in the Colonie
New Amstel on the South River, known to me the Notary, who in
that quality acknowledged to be indebted to Mr. Olof Stevens van
Cortlant in the sum of four hundred and seven and ninety
guilders in beaver; and in addition to Mr. Timotheus Gabry in
a sum of eight hundred and seventy guilders in wampum; likewise
to the heirs of Joris Dirckxen, an inhabitant of Breukelen on
Long Island, in a sum of one hundred and eighty-four guilders
in beavers, and all that for divers wares, goods and merchan-
dise satisfactorily received before the date hereof by the
above named appearer Van Diemen and her husband Willem van Diemen,
as appears by the accounts thereof received by the appearer;
which aforerecited sums the appearer, in that quality, promised
to pay or cause to be paid to the said creditors on their order,
within the time of eight months from this date, precisely. And
in order effectually to perform what is aforesaid, she, the
the appearer, hereby specially hypothecates and mortgages to
the abovenamed her creditors her bowery situate in the Colonie
New Amstel, containing one hundred morgens of land, with the
house and barn standing thereon, also her house and lot situate
within the city New Amstel, on Beaver Street, with also a house
and lot standing opposite thereto, bounded next by the house
and lot of Hay de Boor, and further generally all the appearer's
goods, moveable and immoveable, present and future, however
named or wheresoever situate in order on the day of maturity,
they being in default, to proceed therein free of cost and
charges where and how they may consider expedient; further she,
the appearer, hath, in quality aforesaid, ceded, transferred,
and conveyed to the abovenamed her creditors, first an obli-
gation dated 27th February Ao. 1658, for the sum of one hundred
guilders Holland currency against Gerrit Bril, deceased, in his
lifetime notary in the Colonie aforesaid; also an obligation
dated 12th November of the same year 1658, for the sum of one
hundred and fifty guilders Holland currency, against Hendrik
Mulder; and likewise an obligation against Jan van Alckmaer,
residing in the county of Baltimore in Maryland, for the sum
of sixteen hundred pounds of tobacco, dated 8th July 1661, to
be collected and received by the abovenamed creditors or their
order, and to give her, the appearer, credit for so much as may
happen to be received, fully assigning over said obligations
for that purpose; promising further to hold and cause to be held
as good, firm and valid this deed, now and at all times, to
that end renouncing the benefit of Senatus consultum Vellicany
and all other connected thereto being informed of the effects
thereof, and submitting all her right therein, consenting the
acte in due form be drawn up hereof and delivered unto her
abovnamed creditors, who also appeared and accepted this mort-
gage and deed with its stipulation, and I have given notice to
the notary of this instrument to have enregistered the mort-
gage and deed therein mentioned in the Records of New Amstel
in the South River within eight days after arriving there.
Thus done without fraud in New Netherland in the presence of
Balthasar de Haert and Symen Harmense Cort, trustworthy wit-
nesses, hereunto invited on the 22 April of this year 1661.

Balthasar De Haert
Symen Hermens Cort

In my presence

This day, 22 April of this year sixteen hundred and sixty-
one, before me Salomon Lachaire Notary Public admitted by the
Right Honorable the Director General and Council residing at
Amsterdam in New Netherland, and the undernamed witnesses, ap-
peared the worthy Jan Gillisz de Jongh, merchant here, who
showed me that the Honorable Alexander de Hiniossa, President
of the Colonie New Amstel in the South River, was indebted to
him in a sum of eighty-seven and a half pounds of good whole
merchantable beavers, and that for a hoghead of Spanish wine
and three half aams [about 60 English gallons] of anisewater
sold and delivered through Reyndert Jansen Hoorn 3rd April Ao.
1659 to the said Hiniossa on two months [credit] and the action
thereof was transferred by the said Hoori to him the appearer,
which he made appear by a notarial instrument dated 15 December
last, executed before Notary De Vos and certain witnesses;
declaring further that, in order to obtain the aforesaid payment, he hath had made divers friendly applications to the abovenamed Hiniossa, both by Mr. Willem Beekman and also by Mr. Govert Loockermans, who to that end obtained power of attorney from the appeare, but no payment has been received up to this time. Therefore he must, in order to obtain his pay, cause to be arrested in the hands of Francis de Bruyn, of this city burgher, such moneys as the said Hiniossa has to the good here with him, whereof he exhibited a return by the Court Messenger, dated 11 April; also in order to proceed further by arrest against said moneys, he had caused to be summoned before the court of this city on the next court day Notary Tielman van [Vleck], the said Mr. Alexander de Hiniossa's attorney, in order on that day to hear and to answer such questions as the appeare in the matter aforesaid against said Hiniossa shall cause to be proposed; and that the said notary rejected the summons, saying he was not an attorney of Mr. Alexander Hiniossa in the case, so that the appeare found it expedient to cause legal notification to be made, according to the custom of this city, which he has been unable to obtain at this time in consequence of the Easter vacation, without having an extraordinary court day called. In order then to avoid that great expense and nevertheless to preserve his right, he hath before me, the Notary, and the undernamed witnesses, protested against it first, also that he will not be bound to make good any loss, hindrance or damage which said Mr. Alexander de Hiniossa might come to suffer by said arrest; and further that this instrument is being placed in the hands of the said Mr. Hiniossa in order, for the reasons aforesaid, to serve as a legal notification whereby he is summoned before the court of this city on the 29th May next, by himself or by his attorney, to hear and to answer such questions as the appeare in the case shall put and propose to him before the Schepens, or that otherwise, as by the delivery hereof to him fairly appears, he will proceed further against said Mr. d'Hiniossa and against the arrested goods according to law; and he, the appeare requests that a minute hereof in due form be made and delivered to him in order that he may use the same as circumstances permit. Done without fraud, at Amsterdam in New Netherland in the presence of Cornelis Jacobs and Jan Claesen Backer trustworthy witnesses hereunto invited, date as above at Amsterdam in New Netherland.

Cornelis Jacobz
Jan Claess Backer

In my presence

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council residing at Amsterdam in New Netherland, and the undernamed witnesses, appeared Romeyn Servyn, cartman, inhabitant of this city, who declared to have sold to Jacob Swart, residing at New Utrecht, who also appeared and acknowledged to have purchased from him, a black coarse camlet man's coat which the abovenamed Romeyn bought from Abraham Gawe, carpenter, and promised therefor to pay at latest in two or three weeks after delivery of said coat, one calf two months old, and four hundred five feet of merchantable clapboards and nothing more. In the performance of what precedes, parties each in his regard, pledge their persons and
and property, submitting them to all courts and judges. Thus done in good faith at Amsterdam in New Netherland in the presence of Adriaen van Laer and Martyn de Vreest, trustworthy witnesses, hereunto invited on the 22nd April Ao. 1661.

This is the mark of Romeyn Servyn
Jacob Sword
Aryaen van Laer
Marten van Vreest

In my presence

This day the abovenamed parties appeared and declared to have declared to have agreed to cancel the preceding contract.

Present Adriaen van Laer.

This day the 25th April of this year sixteen hundred and sixty-one, before me Salomon Lachaire, Notary Public admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and before the undernamed witnesses, appeared the worthy Mr. Cornelis van Gesel, residing on the South River at the Colonie New Amstel, at present about to depart thither, and hath in the best form possible to him, constituted and empowered, as he doth hereby constitute and empower, the Worshipful Timotheus Gabry, of this city Schepen, specially in his, the appearer's name, both within and without this city from divers persons to collect, take up and receive, all such sums of money, goods and merchandise as to the constituent are due from them according to the documents thereof to be shown; to grant acquittance for receipts and thereby to guarantee against all further demands; to proceed against the unwilling or defaulting debtors how and when his good sense shall direct; accordingly to attend all terms of court; to present in the constituent's case the oath calumnie and all others which the law allows; to crave judgment and put the same into execution and prosecute them to the end; to appeal from all injustice; to reform and to prosecute or even to renounce the same; to substitute another in his place ad lites; and further all and everything to do and permit as if he the constituent being everywhere himself present, could or might do, although the case should require further and more ample authority than is herein set forth; hereby promising to hold and cause to be held as good, firm and irrevocable all whatever shall be done and performed by the attorney in virtue hereof, to do and allow to be done nothing contrary thereto in law nor out of law, under bond according to law. Therefore the attorney is held bound under similar penalty to render when required due proof, account and reliqua of his management and
proceedings. All done in right and good faith at the office of me the Notary at Amsterdam in New Netherland in the presence of Symon Harmense Kort and Fredrick Arents, trustworthy witnesses hereunto requested; date as above.

Cornelis van Gezel
Symen Hermens Cort
"Freryck Arens

In my presence

On the 26 April was with Auke Jansen to Notary van Vleek to receive Bartelot's reply and having got it, replied in writing thereto on the 27th do.; at his request want over to Breukelen, myself paid my ferry fare; wrote one affidavit at The Ferry, one ditto at Breukelen and promised to prepare the intendit and deduction by 14 days from date.

Nota. On the same day, arrived here in the harbor the ships The Gilt Raven, The Faith and The Hope.

1. Probably Bartel Lott of Flatbush.

2. In Roman-Dutch law, the pleading corresponding to the English statement of claim.

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council residing at Amsterdam in New Netherland, and before the undenamed witnesses, appeared the worthy Hendrik Obe, of this city burgher, who declared to have leased to Hendrick Bosch, who also appeared and acknowledged to have hired from him, a house and garden, the little barn excepted, which the lessor retains for himself, standing and situate on Pearl Street in this city, to him the lessor belonging, for the term of one year beginning on the first of May next and ending on the last of April following of the year 1662, and that for the sum of two hundred and sixty guilders in good, well-strung wampum; and the lessor undertakes to make at his own expense the necessary repairs; in like manner the lessee is bound, according to custom of renting, to deliver up the said house again at the expiration of the lease in repair. For the performance and fulfillment of what precedes, the respective parties, each in his regard, pledge thereunto their persons and properties according to law thereunto provided. Thus done in good faith in the presence of Pieter Couwenhoven, Schepen of this city, and Auke Jans, car-
penter, trustworthy witnesses hereunto invited, on the 28th
April Ao. 1661 at Amsterdam in New Netherland

Pieter Couhoven
Hendrick Obe
Aucke Yans
Hendrick Bosch

In my presence
1661

Before me Salomon Lachaire, Notary Public, admitted by the
Right Honorable Director General and Council residing at
Amsterdam in New Netherland, and before the undernamed witnesses,
appeared the worthy Warnaer Wessels, of this city burgher, and
Jan Jankens, an inhabitant of Virginia, both of competent age,
and have at the request of Jacob van Couwenhoven, brewer, re­
siding in this city, but to no man's prejudice or wrong but
in favor of justice, declared, testified and bore witness here­
by by word of truth in place of an oath, [i.e. affirmation]
that it is true and truthful that they the deponents were to­
going present yesterday being the 27th April, at the house of
the requirant in his inner room, whither Johannes Withart
followed the requirant and his wife and had with him some
quarrelsome words, without their, the deponents, knowing any­
things certain of the substance thereof except that it was about
rent and lease. After that happened, the requirant's wife,
who retreated into the corner of the house pushing him away
from her, said, Johannes, let me alone [text crossed out] your
fists... or words of similar import, and that the abovenamed
Withart thereupon pushed the requirant's wife and struck her in
the neck with his fist; and that the requirant and his wife
called on the deponents as witnesses; but that the aforesaid
Withart, when he had thus acted, ran out of the room, pulling
the door [closed] after him. Concluding herewith their de­
position, and being ready to confirm by oath all the aforesaid
when required.

This day, 30th April, copied for Lievens Ottens a power,of
attorney dated xith January 1661 in behalf of Barent van Wely
executed for him Before Notary Jacob de Viente, residing at
Amsterdam fl. 2.10.- and further extracted from his papers
as follows:

Per Cornelis van Gesel is indebted, according to his own
account

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This aforesaid copy is by Lieve Ottens presented in my
presence to Cornelis Van Gesel who would not accept it. There­
upon have I, by order of said Lieven, summoned said van Gesel.
N. Bene. We have had at the house of Cornelius Pla [illeg.] two pints of wine, one pint of beer. [illeg.] for my go...

To the Honorable Burgomasters and Schepens of this city.

Right Honorable Lords:

The Plaintiff, as attorney of Barent van Wely residing at Amsterdam, demands from the defendant payment of 8 hogsheads of French wine, which were given him by the deceased Domine Welius to sell, as appears by the annexed affidavit and in time and place further to be proved, for account of his brother Barent van Wely, whereof the defendant hath indeed rendered account but no payment; therefore the plaintiff in quality as aforesaid, concludes for payment at least amounting to fl. 60 Holland currency; fl. 116.14 in beavers and fl. 710.1 in sewan, according to his rendered account, proceeds of the wine, with the interest thereof and the costs herein incurred.

This day the first of May, have I, at the request of Lieve Ottens, attorney of Barent van Wely, used diligence to procure testimony respecting the wines which the deceased Domine Welius hath delivered to Cornelus van Gesel, and have been for that purpose to Jan Jurrianse, Baker, with him to Abraham Van Nas, who informed me that the deceased De. had delivered some wines to Van Gesel, which said van Gesel sold in part at auction and in part by the anker and by the can at retail; that he van Gesel also had promised to send the pay therefor to Barent van Wely, to Patria, and that Gerrit Creuse, cooper, filled up said wines and ever since worked thereat. I drank with them at the house of M'dme Wessels 1 pint [?] of wine on my own account.

Comes for my trouble fl. 4.--.

Further, at the request of Lieve Ottens, I went with him and the said Van Nas to Breukelen and there drew up an affidavit of the abovenamed Croesen.

Before me Salomon Lachaire, Notary Public, admitted etc., etc., and before the undernamed witnesses, appeared the worthy Hendrick Janse, baker, of this city burgher, who acknowledged to be well and truly indebted unto Fredrick Arents, turner, for balance of accrued rent, in a sum of one hundred and fifty-eight guilders and ten stivers in good whole merchantable beavers, and promised to pay, or cause to be paid the same to the abovenamed Fredrick Arents or his order, at latest in the middle of June next without any delay or postponement. For performance of what precedes the appearer hereby pledges his person and property under penalty of the law. Done in good faith at Amsterdam in New Netherland in the presence of Jan
van Koppenol, Jan Hendrix van Bommel trustworthy witnesses hereunto invited on the 3rd day of May 1661.

Jan Hendrecks van bommel Hendrick Janse

This is the mark of Jan van Koppenol made by himself.

In my presence

28 Jun. Delivered copy to Arents: debit

3 May Attended a sitting of the Court with Lieve Ottens against Cornelis van Gesel, and after obtaining judgment he consulted with me as to demanding arrest against his person, which we resolved on.

For consultation and attending court fl. 1-10.-

do. Presented a petition for Jan Gillis to the court of this city for a legal letter to Alexander de Hiniossa; was to the Secretary for the apostil; found him not disposed thereto; therefore went to the President of the Burgomasters to speak thereof, who ordered me to preserve the papers, which I forthwith have done.

4 do. Spoke to the President for the legal letter; [he] ordered me to hand in the petition to the City Hall; having done so, obtained an answer from him that disposition should be made thereof on the next court day.

ditto By order of Lieve Ottens directed Marshal van Elslant to arrest van Gesel and to serve the judgment; he brought me back the judgment with a reply that van Gesel protested against the arrest.

Before me Salomon Lachaire, Notary Public, admitted etc. and before the undenamed witnesses, appeared the worthy Willem Willemsen van Engen, an inhabitant of New Utrecht, who declared to have sold to Rutger Joosten, who also appeared and acknowledged to have bought of him, a lot of land situate in the village of New Utrecht aforesaid, with the house, barn, lot and valley thereunto belonging, occupied up to this date by the seller, being lot number sixteen. The lot is bounded on the east by Gerrit de Mof and on the west [by] the purchaser aforesaid; and that with all such right of property, existing and dominant services and rights as the seller hath possessed the same to this date, save the Lord's right; and the abovenamed purchaser promises to pay or cause to be paid therefor to the seller or his order once the sum of six hundred and fifty guilders in good strung wampum or in wares at current price as parties can agree, and that on the following terms, to wit: three hundred guilders down and the balance of three hundred and fifty guilders on the 24 December of the next year 1662, and no more. But it is expressly conditioned that the seller this present year shall make use of the old already-sown or still-to-be-sown land, and peaceably enjoy the fruits thereof,
and the purchaser shall be at liberty to enter immediately on
the recently cleared land and all that there is more thereon
depending, and to use it as his own free ground, and the
seller promises to deliver proper deed and conveyance of the
abovementioned lot of land, house and lot. For the effectual
performance and fulfillment of what precedes, the contracting
parties thereunto pledge, each in his regard, their persons
and property according to law thereunto provided. Done in good
faith at Amsterdam in New Netherland. Present Hendrick Obe
and Balthasar de Haert, trustworthy witnesses, hereunto in­
vited, on the 9th May Ao. 1661.

Henderick Obe  This is the mark made by
Balthazar De Haert  Willem Willemse van Engen himself

Rutger Joesten

In my presence,

9 May With and at the request of Adriaen van Laer, went
to the Worshipful Orphan Master, Martyn Krigier, notifying him
that Fredrick Harmense, co-heir in the estate left by the deceased
Jan Janse Hagenaar, hath conveyed to said van Laer his share
of the house left by the abovenamed Hagenaar, and we were re­
ferred by the said Mr. Krigier to the Mr. Olof Stevensen,
President at the time of the orphan chamber.

5th ditto On receipt of the return made by Marshal
Elslandt respecting van Gesel, have copied the judgment with
the return and the demand in writing and handed them to the
Marshal to be served.

Before me Salomon Lachaire, Notary Public admitted by the
Right Honorable the Director General and Council residing at
Amsterdam in New Netherland, and before the undernamed witnesses,
appeared the worthy Adriaen Symonse Beer, merchant, resident
here, on the one part, and Jan Jochimsen Val, pilot on board the
galiot, of the other part, and declared to have agreed together
as follows, to wit: that the yacht de Liefde, purchased by the
appears conjointly and each one half from Michael Tades, on
the 20th April last, shall be and remain wholly to the behoof
of Adriaen Symonse Beer in all appearance as if he had at first
bought it entirely for himself, and that consequently the
abovenamed Jan Jochimsen Val shall not have nor reserve therein
or thereon any part or portion, but declares hereby to desist
from the said purchase and the abovenamed Adriaen Symonse Beer
hereby promises to hold costless and scatheless the abovenamed
Jan Jochimsen and at all times to indemnify him for the pur­
close of said yacht. The contracting parties promise to hold
and cause to be held as valid what is aforesaid, under bond
according to law. Thus done in good faith at Amsterdam in New Netherland in the presence of Caspar Caspersen and Aris Otten, trustworthy witnesses hereunto invited on the 9th May.

Casper Caspersen

Aris Otten

In my presence

S. Lachaire, Not. Pub.

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and before the undernamed witnesses, appeared the worthy Adriaen Symonse Beer, free merchant, here in the city keeping his residence, known to me the Notary, and hath in the best form in any wise possible to him, constituted and empowered, as he doth hereby constitute and empower, Jan Jochemsen Val, pilot on board the galiot, in the name of, and for him the constituent, to collect, take up and receive from divers persons resident in the Colonie New Amstel in the South River, all such sums of money as are due him the appearee there according to documents thereof to be executed; to give acquittance for what is received and guarantee them against future demand; to proceed against the unwilling or defaulting debtors as his best judgment shall dictate; therefore to attend and observe all the sittings of the court; to solicit judgment and having obtained it to put it into execution; to prosecute the same to the final end; to appeal against all
injustice; to reform and to prosecute matter in appeal or to re­
nounce therefrom; and if necessary, to substitute another in
his place ad lites, and further to empower him to do all things
more that he the appearer could or might do being present, here­
by promising to hold and cause to be held as good, firm and
valid all that shall be done and performed in virtue hereof by
the attorney or his substitute; not to do anything, nor allow
anything to be done in law or out of law contrary hereunto,
under bond according to law; but the attorney remains bound at
time times when required to render good, fair report, account
and reliqua of his transactions under like bond. Thus done
without fraud at Amsterdam in New Netherland in the presence of
Aris Otte and Caspar Casparse, trustworthy witnesses hereunto
invited on the ninth of May 1661.

A. Otten, witness
Aryaen Symense

Casper Caspersen, witness

In my presence

Adriaen Symonse debit for the three preceding instruments
and copy thereof.

Before me Salomon Lachaire, Notary Public, admitted by the
Right Honororable the Director General and Council residing at
Amsterdam in New Netherland, and the undernamed witnesses,
appeared the worthy Joost Goderis, of this city burgher, very
well known to me the Notary, and hath in the best form to him
possible constituted and empowered, as he doth hereby con­
stitute and empower, the worthy Daniel de Haert at present re­
siding at the Colonie New Amstel on the South River, specially
in his, the appearer's name from divers persons dwelling in the
Colonie aforesaid to receive and collect such sums of money as
are due to him, the appearer, according to documents thereof to
be exhibited; to proceed against the unwilling or defaulting
debtors as his good judgment shall direct; therefore to observe
all terms of court; to solicit judgments; having obtained the
same to put them in execution and prosecute them to the final
issue; to guarantee against future demands; to give acquit­
tances for his receipts; and further generally all things more
to do which he, the constituent, could or might do, were he
present himself, although further power than is herein con­
tained were demanded in the premises, hereby promising to hold
good, binding and valid all that shall be done and performed in
virtue hereof by the attorney, under bond according to law.
But the attorney remains bound, when required, to render due
account and reliqua of his proceedings under bond etc. Done
without fraud at Amsterdam in New Netherland in the presence of
Balthasar de Haert and Jan de Wit, trustworthy witnesses here­
unto invited the 9th day of May 1661.

Balthasar de Haert

Jan de Wit

In my presence
Lieve Ottens, Plaintiff
contra
Cornelis van Gesel, Defendant

To the Honorable Burgomasters and Schepens of the city Amsterdam in New Netherland.

Right Honorable Lords:

The plaintiff, as attorney of Barent van Wely, an inhabitant of Amsterdam, hath by the Marshal served the defendant with the judgment dated 3rd May, and moreover by special order to his principal and with the consent of the Honorable President, caused him to be arrested. He received for answer, as appears by the return of the abovementioned Marshal hereunto annexed, that he protested against the arrest for all damages which he thereby may suffer, stating that he was resolved to depart hence, and as a plaintiff after the lites [illegible] is not bound to follow the jurisdiction of the defendant, the plaintiff concludes that the defendant shall be condemned to remain arrested until he hath proved and shown that his offset account is just, or given sufficient bail for the amount. Cum expensis.

Deduction ordered to be made by, or on behalf of Auke Janse, Defendant,
contra
Barter Lott, Plaintiff, or Tielleman van Vleeck, his attorney, delivered into the Court of Breuckelen [circa 10th May 1661]

The defendant having seen the demand, reply, copy of the affidavit and other documents which the plaintiff produces in verification of his claim, according to his rendered inventory, this shall briefly serve both to impeach the plaintiff's adduced witnesses and for a deduction of the state of this suit.

I say, in impeachment of the witnesses, to wit—Jeryaen Prubatsche, Jan Elting, and Lourens van der Viele—deposing in the affidavits produced by the plaintiff that in regard to the defendant's proposal, the first time the pile slipped, that this point is not so far material, as no one except the defendant alone has been injured thereby; but the deponents say in the said declaration, being again set up steady, they again slipped off the sleepers (grondhouten), giving the opinion that this happened through the defendant's mistake and want of foresight, without giving any reason for their opinion; whence alone, without any other instance, the partiality of the deponents is evident, for any impartial man can well consider that when a timber is set up and placed against its braces and if it be not plumb and on both sides set up in like manner, and if the carpenter act alone, without any assistance, it cannot be fixed right, for one man can attend to only one thing; and so were there no other instance than this of their partiality, therefore alone without any other cause they render themselves suspect. It is still to be considered that Jan Eltingh hath testified herein in his own case, being also injured by the fall of said timber; therefore whether the plaintiff be maintained by his affidavit or not, he could also institute his action, which to this time he is holding up; then were suit gained for him on
his own affidavit, it is also well to observe that because of the injury by receipt of the wound, he knows little of the cause; but having heard your decision, Lourens van der Wiele hath apparently, as he expected profit from it, combined his feeling with their passion, so that as regards Jan Eltingh the aforesaid affidavit does not operate to the prejudice of the defendant. As to the validity of Lourens van der Wiele, that also is of no force, inasmuch as he, in consequence of divers thefts and rascalities committed both here at Manhattan and at Fort Orange, is sufficiently infamous and was even prosecuted by the officer of this place as a Valssaris[?] and hath compounded with him about it, so that in his regard neither said affidavit nor the revocation of his counter deposition produced by the plaintiff, is of any value nor to the advantage of the plaintiff and his pretension. The well known Juriaen Prubatsk, whose partiality is already manifested, and in order apparently to avenge himself for imagined affronts, has been the concocter of Lourens van der Wiele's deposition, as he lodged at his house and as every one knows, with all that he possessed was wholly at his disposal, be it how or where plundered, so that his one-sided passionate and partial opinion does not operate to the prejudice in any wise of the defendant. The testimony of Douw Harmens is not material, as it does not appear therefrom that the defendant had acknowledged the debt, but that he out of Christian love had with Joris Jacobs come to visit the plaintiff in his pain and that they had said to Swartwout—We come to hear what you require this week for the patient's treatment, and did not say, I or We shall pay you therefor. But it is rather to be gathered therefrom

[Remainder wanting in the original.]

In the Name of the Lord, Amen.

In the year thereof sixteen hundred and sixty-one, on the twelfth day of May before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council residing at Amsterdam in New Netherland, and before the undernamed witnesses, appeared the worthy Andries Andriesen of Harlinge, ship-carpenter, sailing in the service of the city Amsterdam in the galiot called The New Amstel, as the appearer thinks, sound of body, in full possession and exercise of his understanding, memory and speech, as it seems by outward appearance, who reflecting on the certainty of death and the uncertain hour thereof, which he desires to anticipate with a legal testamentary disposition of his property to be left behind, therefore hath he charged and commanded me the Notary to write this his testament and last will in the manner hereinafter set down.

First: The testator revokes, recalls, annuls and cancels all testamentary dispositions made and executed by him at any time before the date hereof, willing the same to be and to be held null and void.

And disposing anew of his property to be left behind, [he] hath first commended his immortal soul, after it shall have departed out of this mortal body, into the merciful hands of God, and recommended his body to a Christian burial. Coming to the disposal of his temporal goods to be left by decease out of this world, he, the testator, hath out of pure love and manly
affection, if he, the testator, should happen to die on this voyage or before he beget a lawful child or children by his lawful wife, constituted and appointed as his universal heir, his dear, worthy and lawful wife named Annetie Salomons, at present residing, according to her last letter, at Amsterdam in Holland, to all his, the testator's property, moveable and immoveable, furniture, house linen, clothes, both linen and woolen, jewels, minted and unminted gold and silver, where and in whose charge soever they may be, earned monthly wages, bonds, notes, actions and credits, all legacies and inheritances without any exception, generally all such goods as by testament are bequeathed and be death left behind. Further he, the testator, hath willed that all whatsoever he by his own hand shall write, or before the mast on shipboard herein afterwards by donation on account of death, shall please or happen to alter, shall be as valid as if the same were inserted word for word in this instrument. The which he, the testator, declares thus to be his testament and last will, requiring that the same in all parts shall be performed and have effect as testament, codicil, mortuary gift, either among the living, or as a man's last and latest will can have power and effect to the highest degree according to the laws, statutes, usages and customs of this and other lands, notwithstanding some forms demanded in law be not observed herein; requesting and requiring all magistrates to respect this his testament and will; requesting proper acte hereof to be made and delivered. Thus done without fraud at the house of me the Notary, in the presence of Mr. Willem Beekman, Vice-Director in the South River at the Fortress Altona, and Abraham van Nas with Jan Jochemse Val, pilot on the galiot New Amstel, all trustworthy witnesses especially invited by the testator, who declared the testator to be the person he hath herein represented himself to be, on the day and year aforesaid.

Willh: Beeckman
Abraham van Nas
Jan Jochemsen Val

"Andry's Andrysen"

In my presence

Before me Salomon Lachaire, Notary Public, admitted, etc., and the undernamed witnesses, appeared the worthy Abraham van Nas, both for himself and for Heindrik Kip the younger, with him appointed guardian, administrator, and executor by will over the property left by the deceased Elmerhuyzen Kleyn, and as curators and administrators of the creditors, according to certificate of the Right Honorable the Director General and Council of this Province, dated the eleventh of April of this year, herewith exhibited, who in that quality declared to constitute and empower as they hereby do constitute and empower, Mr. Gerrit van Trigh, of this city burgher, to represent here at the Manathans the persons of the constituents in the quality aforesaid and consequently for the benefit of the common estate, to proceed against all unjust debt demander thereof, as their good judgment shall direct; in like manner all outstanding debts of the said estate to collect, take up and receive; to give acquittance for receipts and thereby to guarantee against all further demand; both as plaintiff and as defendant suits to
sustain, judgment to solicit, which having obtained, to put in execution and to prosecute to the final issue; to appeal against all injustice; to reform, to prosecute or to abandon the matter in appeal or reform, with power to substitute, if necessary, me Salomon Lachaire, Notary Public, ad lites; moreover all further herein to perform, which they the constituents themselves being present could or might do, although that may demand fuller authority in the premises than is herein contained; hereby promising to hold and cause to be held good, firm, binding and valid whatever by the attorney and his substitute, by virute hereof shall be done and performed under bond according to law. But the attorney remains bound under like bond, when required, to render due account, proof, and reliqua of his proceedings. Thus done without fraud, at Amsterdam in New Netherland in the presence of Joost Goderis and Andries Spieringh, trustworthy witnesses hereunto required, on the twelfth day of May of this year 1661.

Andries Spieringh
Joost Goderis

In the name of the Lord, Amen. In the year of our Lord and Saviour sixteen hundred, one and sixty on the thirteenth day of May, before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing in Amsterdam, and before the undernamed witnesses, appeared Mr. Bartholdus Maen, of this city burgher and inhabitant, known to me the Notary, sound of body, with his lawful wife Geertie Broeders lying sick-a-bed, both in full possession and exercise of their memory and speech, as far as outward appearances indicate, and not otherwise to be observed, who reflecting on the brevity of human life, and that nothing is more certain than death nor more uncertain than the hour thereof, have therefore ordered me the notary [to draw up] this following testament of them both.

First: The testators have erased, canceled, annulled and abrogated, as they do hereby erase, cancel, annul and abrogate, all testamentary dispositions which both together or each in particular, before the date hereof, have in any wise made or executed, and especially she, the testatrix, the will executed, on the fourteenth of March this year, before me the Notary and Johannes van Brugge and Jeronimus Ebbingh, willing that the same shall be declared and held null and void; but anew both the appearers before disposing of their temporal goods obtained by God's blessing, have commended their souls after they have departed out of this mortal body, into the merciful hands of God, and their body to a Christian burial. Coming to the disposal of their, the testators' property, they the testators, and the first dying of them both, have bequeathed to the lawful son of them both, Adrianus Maen, aged about ten months, a sum of one hundred Rix dollars Holland currency, and said sum to be invested with Mr. Adrian Gerretsen de Boer, leather-seller at the corner of the Barnes Steegh, and in all their the testators' further to be left behind property, moveable and immovable, action and titles, inheritances and heritages, however they may be called or wheresoever they may any wise be situate, they, the testators, have mutally constituted, as they do hereby, through pure love and kind affection, each the other, the first dying the longest liver to be universal heir, without being obliged to reckon out or to disburse to anyone in the world more
than the above legacy, and without being bound to deliver to
anyone in the world any statement or inventory, but freely and
unmolested to use said goods, therewith to negotiate, trade
and traffic as he or she, the longest liver of them both, shall
judge best and most expedient.

In like manner, they, the testators, mutually on both sides,
the first dying to the longest liver, have conveyed, imposed,
commended and recommended the full guardianship and care of the
child of both of them already mentioned, him to bring up ac-
cording to his ability strictly in the fear of God, and from
infancy to manhood besides reading and writing to cause to be,
or to have him taught an honorable trade or profession according
to his or her estate and condition, and when he shall have ar-
rived at his majority or married state, or if the longest liver
come again to marry, it shall only then be incumbent on the
longest liver of them both, to prove at that time according to
his or her state and condition, his share from the father's or
mother's side, that is, of the longest liver; wherewith they,
the testators, reciprocally on both sides charge each other's
consciences.

On which condition the testators most expressly occlude and
exclude the Orphan Chamber of this city and all others, not
wishing nor desiring that they should ever have any power,
charge or authority over their little son and his property,
thanking them for the care taken by them; any law, wage or cus-
tom dictating to the contrary notwithstanding, wherefrom they,
the testators, will to be executed, derogating the same as far
as in their power lies.

All what is aforesaid being read to the testators together,
they declare such to be their unanimous testament, bequest and
last and latest will, requiring that all of it shall stand
firm and have effect as testament, codicil, mortuary gift,
either among the living, or as any man's last will, according
to this and other lands' custom and usage can in the best manner
stand and have effect, although some form by law demanded may
not be observed herein.

They, the testators, concluding herewith their testamentary
disposition, ording me, the Notary to make a minute hereof in
due form. Thus done without fraud at the house of the above-
named testators, at Amsterdam in New Netherland, in the pre-
sence of Mr. Johannes Verveelen and Hans Steyn, trustworthy
witnesses, by the testators hereunto invited and called, on the
day and year aforesaid.

Johannes Verveelen
Bartholdus Maen
two letters
Hanns Steyn
These $F$ are according
to custom made by Geertie Broeders
instead of her name

In my presence

14 May For Jan Gillison copied the protest against
Indiossa. Item. the petition; item, deed; item, the judgment;
and oath of Hoorn; item, the account and wrote a letter to
Indiossa.
This day the 16th May Edward Leek, merchant, sailing in the bark of Richard Ery named The Providence, which he declared to have chartered by the month, before both me the Notary and the undernamed witnesses, protested for and against all impediment, loss and damage which he through neglect of the aforesaid Richard Arey hath already suffered and still shall happen to suffer, inasmuch as the said Richard Arey, notwithstanding divers friendly interpellations has not prosecuted his voyage to Virginia.

This day, date underwritten, before me Salomon Lachaire, Public Notary, admitted etc., appeared John Mathys, living at Mespat, well known to me the Notary, who declared to have bought from Mr. Johannes Vervelen, who also appeared and declared to have sold to him, one anker of brandy and a bottle case seen by the purchaser, both for the sum of one hundred and twenty guilders, whereof he the purchaser promised to pay the abovementioned twenty down now by an assignment on Francis Doughty, and the remaining one hundred guilders in good wampum within five months after this date precise, without further delay, under bond according to law. Done in good faith at Amsterdam in New Netherland in the presence of Pieter Pieters Menist and Hendrick Ahasuerus, trustworthy witnesses, hereunto invited on the 16th May 1661.

Pieter Pietersen
Hendrick Assuerus

This is the mark of John Mathys made by himself

In my presence,
S. Lachaire, Not. Pub.

John Mathys owes for this.

16 May. John Mathys, as he hath said, paid the said fl. 20. Delivered copy.

Before me, Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Marthe Gerrits, wife of Frans Jans van Hooghte, house-carpenter, burgess of this city, well known to me the Notary, who at the request of Hans Dreper, also of this city burgher, but to the prejudice or wrong of no man, declared it to be true and truthful that Magdalena Hansen, on Monday last, being the 16th May, was at her the deponent's house for a chat, whither came at the time Maertie, wife of Hans Dreper, who said to the aforesaid Magdalene Hansen, Well, Albert hath sold me herrings, which were almost rotten; that is indeed a swindle. Thereupon the abovenamed Magdalene Hansen, laughing, answered, Yes, I well knew that you were cheated with the herring; if you were a smart wife, why did you not give the barrel a shake so that the pickle would ferment thoroughly?

Concluding herewith her deposition, being ready to affirm the same with an oath when required and necessary. Done without
fraud at Amsterdam in New Netherland the 21st day of May 1661, in the presence of Jan Gouwenbergh and Johannes Vervelen, trustworthy witnesses, hereunto invited.

Jan Gouwen Bergh
Johannes Verveelen

At Hans Dreper's

Nota: Prepared interrogatories for one Gelyn, sailing in the ship de Trou, to be heard thereupon respecting the rotten pickled herring, and in my presence gave the same to Marshal Elslant to summon.

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses appeared Thomas Tayller, hatter, aged twenty-two years, residing with and in the service of Samuel Edsal, of this city burgher, known to me the Notary, who at the request of William Elwart, free trader here arrived with the ship de Trou, declared to no man's prejudice or wrong, but in favor of justice, that it is true and truthful that he, the deponent, was present on this day the 21st May at the house of the requirant, where the requirant said to Nicolaes de Meyer, to whom he had sold a parcel of goods, You understand well that I sold you the goods for the value in Holland currency, payable with good wampum; now you know well, wampum is only half money; you can now compute that well. Thereupon the above-named Nicolaes Mayer answered and said, Yes, I know that well, that wampus is only half money. Concluding herewith his the deponent's deposition, offering if necessary to confirm the same by oath. Done without fraud at Amsterdam in New Netherland, in the presence of Hans Dreper and Jan Gouwenbergh, trustworthy witnesses hereunto invited, on the 21st day of May 1661.

Hans Dreeper
Jan Gouwenbergh

Your Honors' petitioner Rendolf Huwit, and Englishman, formerly burgher and tavernkeeper of this city, respectfully shoveth that his the petitioner's wife named Margaret Huwitt, in obedience to Your Honors' ordinance, hath resided as an exile about four years without this city, and the most of that time in the town of Flushing, and so comported herself that your petitioner and all the inhabitants do not speak but what is honorable and virtuous of her. Now it is so, that your petitioner traveling without this city with his wife and going to dwell and plant at Flushing aforesaid, is so pursued by his creditors that to pay them he must sell his house and plantation, so that he is treatened with extreme poverty in his old age, unless he could receive his pay from his debtors that are mostly seafaring persons and in passing from Virginia to the north frequent this place; to which end he, the petitioner,
with his wife have repaired here within this city, hoping that
the fault, if any there has been, whereof your petitioner under
correction is ignorant, through which his wife has been banished
this city, may be altogether abolished and forgotten. Now on
the contrary, to his the petitioner's heartfelt sorrow, under­
standing that the Honorable Fiscal had his eye on her in order
again to molest her, he, the petitioner is advised to repair to
Your Honors humbly praying that Your Honors, of a special grace,
mercy and favor, in consideration of the aboverelated reasons,
and on account of the faithful service which the petitioner
hath rendered for the space of ten (?) years as a soldier in
dangerous times for the Honorable West India Company, both in
this country and elsewhere, may be pleased to abolish, forget
and forgive his wife the fault wherefor she is banished this
city, and thereof grant due letters of abolition in optimo
forma. Or else that Your Honors would be pleased to consent
and to grant him the petitioner that only this summer with his
wife without privilege of tapping or keeping tavern, may re­
side here, so that by that means he might, from the aforesaid
passing seafaring people before mentioned, who are indebted to
your petitioner, collect and receive his pay and not fall into
the threatened extreme poverty. This doing etc.

Before me Salomon Lachaire, Notary Public, admitted by the
Right Honorable Director General and Council residing at Am­
sterdam in New Netherland, and before the undersigned wit­nesses, appeared the worthy Cornelus Pluvier, of this city
tavernkeeper, known to me the Notary, who acknowledges to be
well and truly indebted unto Mr. Jacob Vis, free merchant re­
siding in this city, in the sum of five hundred and twenty
guilders in wampum, and that for two feather beds with two
pair of pillows and two bolsters bought of said Vis and re­
ceived to his the appearer's satisfaction. Which aforesaid
five hundred and twenty guilders the appearer promises, as he
doeth hereby, to pay or cause to be paid to the abovenamed
Jacob Vis or his order in well-strung wampum, at latest be­
fore the expiration of the month of August next, without any
delay or postponement. For the effectual performance and ful­
fillment of the aforesaid, the appearer pledges his person and
property according to law, and consents that acte hereof be
made and delivered in comuni forma. Done without fraud at
Amsterdam in New Netherland in the presence of [names omitted]
trustworthy witnesses hereunto invited on the 23rd May Ao. 1661.

At the request of Jacob Vis this foregoing obligation was
presented for signature to Cornelius Pluvier, who refused,
saying that he had bought the aforesaid bed for fl. 260. in
wampum and I immediately reported the same to Jacob Vis, who
sent me to Officer Tonneman to request him to come to him,
which I have done.

William [page badly torn] who hath arrived here within
this city in the ship [page torn] respectfully showeth: That
he the petitioner hath sold to Nicolaes Mayer a good lot of
Osnaburgh pedlers' wares; part thereof has already been re­
ceived by said Mayer and the remainder packed up by him still
remains with your petitioner. Now the condition of the sale is,
that the petitioner had agreed on a profit of seventy-five per
cent according to the invoice of what the goods cost him in
Holland, payable in good merchantable wampum according to value of Holland currency. It appears by the annexed affidavits that said Mayer, as it appears to your petitioner, hath thought of paying simply in wampum seventy-five percent premium instead of profit, which is wholly contrary to the conditions of the purchase and also incredible, as wampum is only half the Holland money, so that your petitioner would at the outset suffer a loss. Nevertheless your petitioner being inclined to adhere to the bargain according to conditions agreed on, prays, as he is a plain man and can neither read nor write, that Your Honors would be pleased to commission some proper person to take an inventory of the already delivered goods, consisting, according to recollection, of 59 dozen ivory combs and seven pounds red thread, with 22 or 23 pieces, mostly of all sorts, also a piece of black baize, 28 ells long; and likewise to open and inventory the goods packed up by the above-named Mayer at the petitioner's house with his own hands, according to his, the petitioner's promised invoice, which he is, when necessary, ready to confirm on oath, to make out a formal account thereof, to hand the same to the said Mayer and to constrain him to the bargain and delivery of the purchased goods, and further to prosecute immediate payment thereof as he the petitioner shall deem advisable.

Inventory to be produced by Jacob Vis [eleven items, mostly illegible.]

Copy of the above inventory given from Jacob Vis was handed to Marshal Claes van Elslant for Johannes Withart, whereof requested copy of the cash account and the decision of arbitrators in order to draw up, against next Court Day, deduction and renunciation if further [needed].

The Marshal brought me answer to have left it at the dwelling house of Withard 23 May 1661.

The continuation of this Register and Memorandum begins in Book No. 2. Kept by me

Salomon Lachaire, Notary Pub.
Gerrit van Tright, burgher and inhabitant of this city, respectfully showeth: That he has been handed an extract from the minutes of Your Honors' Court dated 24th May, whereby Your Honors, on the petition of Maria Besems, have ordered your petitioner to make up an inventory, in due form, of the goods of Boudewyn van Nieulant in his possession. Which order appears, with respect, very strange to your petitioner, inasmuch as it is an abridgment of his right, seeing that according to Title xxxvii of Roseboom's Collection [Rekuel] verso 47: "If any man have a pawn placed by the debtor in his hands for the security of his debt, he is not bound, after the departure, failure or insolvency of such debtor, to keep it idle in his hands, but may after sufficient time, have it sold by the Marshal, and receive the proceeds thereof." As now the abovenamed Boudewyn van Neulant is indebted to the petitioner in a considerable sum on his private account, and he over and above hath become and entered bail as principal for Nicolaes Boot and thus hath left the goods in pawn in his hands for additional security, your petitioner thinks, under correction, that he cannot be legally constrained to his prejudice to take his hands off said goods, the rather as your petitioner hath had no sight of the aforesaid request, as is most proper. Therefore it is not clear on what foundation Your Honors have grounded by apostil thereupon the order aforesaid. He therefore respectfully prays, before further proceedings be had in the case, that copy of the aforesaid petition of Maria Besems may be furnished him, to make use thereof as he shall think proper; or if that, contrary to hope, shall be refused him, your petitioner is content, as soon as he is effectually paid his arrears, for which he holds in pawn the said goods, to take his hands therefrom and to deliver the same to whomsoever Your Honors shall please to order.

Leake debit

August

To a summons for Willem Lambert

- my services for attendancy on the appearer fl. 1.12.-
- arranging the arbitration 2. --
- receipt in English 1. --
- going with him to the burgomasters 1.10.-
- going to the appearer's in vain for my attendance with him on the appearer 2. --
- going with him to the burgomasters on an Extraordinary Court Day 1. --
- one consultation 15. --
- my attendance and interpreting before court 2. --
- translating an English receipt 1. --
- a journey with him for the judgment 1. --
- draft of alteration 1. --
- a journey with him to the burgomasters ditto ditto for the judgment 1. --
- a journey 1. --
- a journey to the burgomaster with him 1. --
- a journey with him to the Secretary to procure the altered judgment, but it was not altered 1. --
- a consultation on the case 15. --
- a petition to alter judgment 1.10.-
communicating it to Mr. Gabri and him 1.-.-.
with him to Couwenhoven 1.-.-.
ditto to the burgomaster 1.-.-.
ditto to Johan van Brugh (torn)

22 August 1661.

William Foster for account of the town of Rustdorp, or Jameco

For a consultation respecting the management of his suit 1.-.-.
a journey with him to the Fiscal 1.-.-.
a petition to the Director General and Council for assistance and maintenance of justice 2.-.-.

25 August

translation of an English power of attorney 1.-.-.
translation of an English affidavit 1.-.-.
wampum 7 (sic)
light 11.-.-.

6th Sept.

To master Paulus gave in wampum 18.-.-.
with him previously by the... 30.-.-.

Memorandum for Cornelus Martens, factor, and Pieter Nyssen, agent of me, Paulus Blydenburgh, being on the eve of departing for Patria with the ship The Pearl.

First. To collect from Sam Smith payment according to note 21 July for the sum of eight thousand five hundred pounds tobacco here at the weighhouse. Item. To collect and demand of said Smith a procuration against William Clement, together with account, proof and reliqua thereof.

Secondly. To collect, take up and receive of Samuel Edsal according to notarial obligation dated 20th June 1661, the quantity of four thousand pounds of tobacco at the weighhouse, and after payment to hand him back his bond of one and thirty hogsheads, dated 20th April 1661.

Thirdly. To collect of John Knowles according to account, payment of eight thousand, eight hundred and eight pounds tobacco, to be delivered here at the weighhouse, on condition of deducting what he has already paid, and it is to be observed in settling that John Knowles had promised to pay within 28 days in Virginia for the aforesaid 8826 lbs., the quantity of 11,000 lbs., whereupon he paid in Virginia only 7123 lbs. and no more, notwithstanding every attention was paid thereto.

Fourthly. To demand of Marten de Wilt or Gelyn Verplanck, who is his attorney, the sum of six hundred guilders in wampum according to account remaining with said Geleyn.
Fifthly. In all the foregoing cases to consult with Notary Lachaire and to employ his services.

Sixthly. Out of the received tobacco and payment of wampum etc. these my following debts:

To Michiel Mynen lbs. 747  tobacco, and to withdraw the
To Jacobus Backer lbs. 200  notes therefor.

Item. To collect from Capt. Jacob a mare and foal with 31 plank.
Item. To collect from Sam Smit for so much I have paid Tames Davits for him, cooking implements etc. lbs. 150.
   from ditto for so much that I must pay for him to Jacob Backer for a barrel of pork lbs. 200.

To the Right Honorable the
Director General and Council of
New Netherland.

Honorable Lords:

Pieter Luyckassen the defendant, having seen two different conclusions of Fiscal de Sille made against him and drawn, the one dated 4th, the other, the 18th August Ao. 1661, says respectfully that by permission there was not any frivolous flight in what he had brought forward in Your Honors' Court in this case in justification of his innocence, but clear and upright truth; that he had no other intention herein than to give in full satisfaction to the Honorable Company 100 lbs., to the City 25 lbs., and lbs. 25 to Henrick Obe, who had loaned him the defendant last year twenty-five pounds for ship's use, and therefore requested of his owners so much powder as was necessary for that purpose, and merchantable. Meanwhile, the defendant asked skipper Pieter Reyerse to store said powder in the powder magazine, who repeatedly refused that request, so that the defendant was required to think of means for its safe storage. Finally, he bethought and disposed his owners to put the promised and due powder in barley groat barrels. If now, on consideration that he, the defendant should apparently winter here, large measure were given in order to have something remaining over and therewith to provide the farmer with something to support life, that has been done without the defendant's knowledge, and cannot, with submission, be considered as fraudulent smuggling, especially as he, the defendant, was bound to pay the Honorable Company, the City and Hendrick Obe what he as above had advanced and loaned to him for the use of the ship; also had any damage occurred by leakage of water, the defendant was not required to make good here the just and even weight.

The honorable plaintiff is pleased to say, that it was fine or pistol powder, a kind that was brought for Indians. Thereupon it is respectfully observed, the the defendant, as Your Honors all well know, had never driven any trade with Indians, nor brought into the country any cargoes suitable therefor, and it was bought and paid for only as good common powder and it is, indeed, nothing else, and good it must be if the defendant would honestly and thankfully make payment with it; so that the defendant cannot impeach the goodness of the aforesaid powder. That the defendant entered the same not for powder but for barley groats, is for reasons aforesaid, to wit: that the
skipper would not store it in the powder magazine. Your Honors can well understand that no one who is free will fain willingly and knowingly place himself in danger. The honorable plaintiff says, it had ought to be entered as powder; if the defendant had known so much, it would without doubt have been done, if it were entered free as the plaintiff says, and it cannot be contraband on account of negligence to no man's prejudice, alone through scrupulousness, especially as in law the evil intent is looked to more than the deed itself.

What regards the removal of the box or little chest out of the ship St. John the Baptist, the defendant says, as is already shown by Symon Jacob's letter to Barent Reynderts living at Fort [Orange], it does not concern him in the least, notwithstanding the invoice returns it as his, the defendant's, which was done without the defendant's knowledge, and as he maintains, was done only because Barent Reynderts lives at Fort Orange, and it should be forwarded by the defendant to him. Therefore concludes that the plaintiff's two abovementioned conclusions shall be dismissed and the complaint discharged, or so far as Your Honors, according to the circumstances of the case, shall find, in reason and equity, to be proper.

Inventory of all the papers delivered to the Court of this city Amsterdam in New Netherland by or on the behalf of Jan Gilles de Jongh Defendant contra Tielman van Vleck [attorney] of Mr. Alex. de Hinoysa

The defendant produces first his power of attorney given to Notary Salomon Lachaire, dated 22 June 1661, marked Letter A.

Next produces the deed of Reyndert Hoorn for the behoof of the defendant dated 15 Xber 1660, marked Letter B.

By which can be seen the defendant's right of action against the opposant for 87 1/2 lbs. beaver; and

Produces next a letter from the Honorable Willem Beeckman, dated January 23, 1661, marked Letter C.

Whereby it can be seen that the Defendant at the earliest date gave notice to the opposant through the abovenamed Mr. Beekman of the default of the abovenamed Hooren, also that said Horen on his arrival there hath said: he had nothing more to ask of the opposant: it appears notorious that the runaway has not been willing to claim the action up to this time, as it did not belong to him.

Produces next an extract from the Court Records of New Amstel, dated first February 1661. marked Letter D.

In order to prove therefrom, as is evident, that the opposant hath endeavored with a forged pretext that Reyndert Horen should have caused the arrest of the purchase money of his house, to mislead said Hoorn to claim the action of 87 1/2 lbs. of beaver, and thus to drag the case before his Court where he is at one and the same time party and judge. But all in vain, as said Hoorn instead of answering, excepted that he was not bound to answer there, and was justified in this his declinatory
exception, inasmuch as he had sworn to the account in question before this Court.

Produces next an extract from the Register of this Court, dated 5th October 1660, marked Letter E.

Whereby it appears that the account between Reyndert Hooren and the opposant is sworn to before this Court, and said Horen had therefore a right to his exception declinatory and to say he is not bound to answer there, as he had already sworn to the correctness of his account.

Produces next a protest dated 22nd April, marked Letter F.

Wherewith, as it was sent to the opposant by Mr. Beeckman, this is confirmed. The form of procedure here by way of arrest and practised by the defendant against him, he wishes to be holden as nought in compensation of his claim, etc.

Next produces a petition of the defendant with a marginal apostil dated 10th May 1661, marked G.

Whereby it appears that the arrest made by the defendant of the opposant's principal at Francis de Bruyn's, by the Court of this city is declared valid.

Next produces a letter from the opposant to the defendant dated 3rd June 1661, marked Letter H.

Whereby these six points can be deduced, all which make the Defendant's right more clear. First: That the protest and petition before mentioned were handed to him by the Honorable Beekman, whereby and from which it was understood that the arrest was declared valid by the Court here. Secondly: That he desisted from the pretension set up against Reyndert Jansen Hoorn, dated 1 February 1661, saying, since the Court at New Amsterdam approved the arrest of the defendant and that Govert Lokermans hath also arrested Horen's money in his opposant's hands, that he will be obliged to seek his interest from the one or the other unjustified arrestant, making herein no mention of Reyndert Hoorn. Thirdly: His the opposant's acknowledgment to be indebted 37 5/8 beavers to Hooren, when he, nevertheless, as appears by his Court roll marked D confessed on the first of February in the Council, forty-eight beavers. Fourthly: His pitiful excuse for non-payment, saying, I cannot pay two. Had he paid Mr. Beeckman, who was empowered to that end, the arrest by the defendant had never occurred, and that by Hoorn either never occurred or was never prosecuted and can never prejudice him the opposant. The arrest by Loockermans is not mentioned in his proofs; it is therefore without a doubt trumped up. Fifthly: Controverts the account sworn to by Hoorn, as false in date and in specification, therefore not of moment. Sixthly: That he will give order, or hath given orders, to Van Vleck to pay if the defendant obtain judgment, making in all this no mention of the pretended set off, to wit: that he had settled the matter with Hoorn before the Court of New Amstel.

Produces next extract from the Minutes of the Burgomasters and Schepens dated 8th July 1660, containing the arrest made by...
Hoorn of the goods of the late Jacob Alreghs, marked Letter I.

Whereby it can be seen that he, Hoorn, did not arrest the opposant's goods, but those of Jacob Alregh. The opposant is bound to produce his demand.

Defendant produces copy thereof under Letter K; and produces against it, his well-founded answer, marked Letter L.

The opposant is bound to produce his reply; otherwise the defendant produces copy thereof under Letter M.

Produces against that his well-founded rejoinder, marked Letter N.

Produces finally the opposant's inventory of papers delivered in, marked O.

In order that no new pieces be produced without the defendant's knowledge and examination and thus mislead the Court.

Now further to lay before Your Honors the state of this suit, it must first be considered, that on or about the [date omitted], the opposant was notified by or on the part of Mr. Beekman, the defendant's attorney, that Reyndert Jansen Hoorn was defaulted and had transferred this action of 87 1/2 lbs. beaver in question heretofore to the defendant and arrestant, as appears by Mr. Beeckman's letter hereunto annexed under letter [C] so that he undoubtedly well knew on the first of February that Reyndert Hoorn had no longer any claim to it.

Secondly: That the opposant's action against Hoorn instituted on the first of February affects not in the least the action of the arrestant (now the defendant herein) since that was solely a pretence of the opposant against Hoorn, because of a presumed arrest, which was either never made or what is assured and certain, has never been prosecuted and therefore null. At least this was so that this claim which first was put into arrest on the [blank] April, the arrestant prosecuted before this Court on the 10th May being the first Court Day after the vacation, as appears by the petition annexed under Letter [blank], so that the pretended of the [claim] cannot avail the opposant herein.

Timotheus Gabry and Jacobus Backer, Curators of the Estate of Cornelis Herpertsen Jager, Requirants. Answer against Commissary Nicolaes Varlet, Respondent (or Defendant).

To the Right Honorable the Director General and Council of New Netherland.

To the answer* of Commissary Nicolaes Varlet, defendant, the plaintiffs, curators of the estate of the late Cornelis Harpertsen Jager, respectfully reply pursuant to Your Honors'
order dated first 7ber 1661 that the reasons produced by the defendant why the plaintiffs should not be admitted to a hearing to receive and, according to the commission, to dispose of the parcel of brandy in question or the proceeds thereof, are not sufficient; yea, even have no shadow of truth, to wit: wherein the defendant says that the said parcels of brandy and the twenty hogsheads of French wine, one crate with earthenware and one basket with woodenware, belonged to De. Welius, because simply they were consigned to said Jager by Barent Wely, and that he could not dispose of them, etc. That said goods belonged no to De. Welius but to Jager in propriety can be presumed with good reason, because the same were shipped in Jager's name, consigned to him and were marked with his own mark, C.H.I.; also he had power to dispose, yea and did absolutely dispose of them at the hour of his death. The aforesaid parcel of brandy was also arrested by the abovenamed Gabry in his own name and the arrest prosecuted and declared good by the Court of this city, by which arrest the abovenamed brandy hath lain a year and a day in the Company's store and De. Welius never put in any opposition to said arrest, so that upon his simple mandate without any other proof, the brandy in question cannot be held in possession for him, the rather as the arrest was discharged by arbitration between the arrestant and Jager even in the latter's lifetime. Thus it is not probable nor to be presumed that the said brandy etc. belonged to him, or the smallest portion of it in any wise, and whether Barent Wely, through whom the said brandy was sent and consigned to Jager, was owner or factor, still remains in doubt. However that may be, certain it is that in this country the credit of the inhabitants is estimated according to the goods they have in possession, and especially according to what is sent or consigned to them from Patria or elsewhere. Wherefore, and it is to be observed, that it was formerly decided and declared by the Right Honorable Director General and Council, that debts contracted here are preferred to, and shall be paid before, all other debts contracted in Patria or elsewhere. And this is in the highest degree necessary; for, that removed, and no trade would or can be carried on or prosecuted here between man and man - yea, burgher and burgher - with any security except for ready money; nay, because of the fickleness of fortune, not even among the most renowned capitalists, so that credit, being the sinew of trade here in this country, would be wholly swept away; besides, incalculable loss, yea the total ruin of these inhabitants would flow therefrom in case the abovementioned valuable and most important resolution were on any account altered or changed. And therefore the requirants conclude again that the required shall be condemned to turn over to them the parcel of brandy in question or the net and full proceeds thereof, to dispose thereof to the payment of the creditors entitled thereto. Cum expensis.

* This answer is post.
Hendrick Jansen Spier's
Reply in Convention and
Answer in Reconvension
contra
Councillor Johan de Deckere,
Plaintiff in both cases.

To the Right Honorable the
Director General and Council of
New Netherland

Right Honorable Lords:

For reply in convention, the plaintiff says he persists in his rendered demand and adopted conclusion dated 23 June 1661, and that in virtue of an obligation written and signed by the honorable defendant dated 23rd July 1659; and answering in reconvension says, that he is content that the cellar whence the pretension arises be inspected notwithstanding by impartial persons, and the defect therein estimated and a certain sum allowed which the honorable defendant shall be empowered to deduct from the balance of the purchase money; further, that the honorable plaintiff in reconvension pretends that he found on his arrival here the abovementioned cellar in an unserviceable condition, so that he was constrained to have his wines stored elsewhere etc. That is absolutely denied by the defendant herein for it is true and can be proved by the defendant herein that the plaintiff in reconvension made use of the said cellar immediately on his arrival and filled it with wine, so that his pretence of cellar rent, labor wages and the loss of half his wine can in no wise be laid to the defendant's charge.

As regards the claim of house rent, that is contradicted even by the honorable plaintiff's own obligation. Where the house stands at the seller's risk, he that uses or inhabits it is necessarily so long rent free; otherwise, to bear both rent and risk is against the nature of all contracts both of lease and sale. It is also proved by an affidavit of Notary van Vleeck that the honorable plaintiff hath consented to rent the house in question by the passing of the obligation to the defendant's wife, without any agreement as to the rent; so that even the pretence of rent is unfounded herein.

In regard to the sheet-piling of the bank, the defendant in reconvention hath raised it twice, but each time it was injured by storm and high water; if now the plaintiff sets up a claim hereupon, as he does, because he did not find the same effectual on his arrival, and brings the risk thereof against the defendant up to the day of delivery, it necessarily follows that the house in like manner hath stood so long at his charge; and therefore, as already stated, [that] the honorable plaintiff in reconvention cannot claim any rent therefor appears the more as the honorable plaintiff left at his departure no procurature for claiming the aforesaid house.

The sum of fl. 23.16, which the honorable defendant in convention says he has overpaid, the plaintiff in the case allows to be deducted in wampum, as the fairness thereof is clear.
Under benefit of what is above set forth, the plaintiff in
convention concludes for condemnation according to demand made
in the first instance and forth for the dismissal of the demand
in reconvention, cum expensis, with interest.

Nota Bene: Hendrick Jansen Spiers owes for an affidavit,
with copy, heavy money  fl. 2.10.-
item for the preceding reply and copy  3. 4.-

John Ridchardson and John Ferris, inhabitants of Eastdorp,
respectfully represent that they the petitioners, being men
honestly possessing a good name and repute, were notwithstanding
accused, arrested, examined and incarcerated on a charge of
stealing some hogs, but the evidence and testimony produced
against them to that effect in the Court of said Town was found
to be false in the presence of the judges and the witnesses.
Now the case is that your petitioners being of peaceable dis­
position, have borne all this in patience, being satisfied with
having been declared innocent before the Court of Eastdorp, as
appears by the minute thereof hereunto annexed. But to their
great distress Richard Panthorn, the constable, hath by order of
one of their magistrates, Thomas Mullenaer, caused to be taken
out of their houses on a warrant of execution as much property
as would be sufficient to satisfy the costs of your petitioners'
imprisonment as well as for the proved false witnesses, by
which act committed by the constable your petitioners, with
reverence, think themselves aggrieved and to be more affected
in their honor than before, because men who were declared pure,
clear and innocent, are not accustomed to be condemned in the
costs of both parties. Therefore your petitioners must turn
unto Your Honors, humbly praying Your Honors' mandamus in case
of injury and purge, in virtue whereof, the aforesaid Thomas
Meulenaer may be cited on a certain prefixed Court Day, before
Your Honors, to hear and answer such demand and conclusion as
the petitioners shall then produce and make, or else that such
disposition may be made herein to the relief of your petitioners
as Your Honors shall see fit from the proofs hereunto annexed.

Frans Jansen, carpenter Reply
against Wolfert Gerritsen van
Couwenhoven, Defendant

To the Honorable the Director
General and Council of New
Netherland

Honorable Lords:

The plaintiff, Frans Janse, carpenter, says in reply that
he persists in his entered demand and taken conclusion dated
6th instant, because the defendant hath sold out of hand to the
plaintiff the demanded parcel of land, to wit, just such por­
tion of each parcel as his two sons and Govert Lookermans, each
for his share, should receive, and that the third lot in
question was allowed by the defendant's agent, being his own
son Peter, in the presence of Govert Loockermans, to the plain­
tiff and was measured by Jacques Corteljou, the sworn surveyor,
according to the bill of survey thereof granted on the 24th June
1660; pursuant whereunto the defendant hath given a deed of the
same to the plaintiff, and not being ignorant thereof and hardly
on the plaintiff's pretended or incorrect showing, but accord­
ing to the bill of survey of the abovenamed surveyor. The
defendant's exception herein is too pitiful; for the deed is
made from the survey not only of this parcel in question but of
all the parcels sold, without the simple statement of the plain­
tiff herein being of any force. Therefore the plaintiff again
concludes that the defendant shall be condemned to free the
aforesaid sold and deeded parcel of land, and to ratify and con­
firm the possession thereof and further to answer and pay the
damage and interest suffered and yet to be suffered by the
plaintiff through the molestation of Govert Loockermans. In
regard to the balance of the purchase money, the plaintiff has
never been unwilling to pay, and is still ready to do so at
all times when requested.

20th 8ber 1661.
Frans Jansen, carpenter, dr.
To writing demand and copy fl. 1.10.-
To copy of the answer of parties both per
day 2.2.-
To reply both sides 2.10.-

24th 8ber
Answered this day for Jacob Vis in writing
fl. 2.10.-
to Pluvier's affidavit
Item: attended Court 1.1.-

Drew for Jan Gilles de Jongh a petition
for the forwarding his suit 1.1.-
Attending Court 1.1.-

Nota Bene. On the 18th instant drew up and
presented for Jacob Vis a petition to be
empowered to employ an attorney fl. 1.10.-
To going for the apostil but in vain, as it
was not ready; then was informed that the
prayer of the petition was denied. 1.1.-
On the same day or evening communicated the
information to him verbally at Breukelen.
My going and disbursement, at the ferry 4.1.-

23rd Brought herein as before order of the Court
to answer Pluvier on pain of default.
Entered an answer for Jan Gilles at the
Secretary's respecting evidence that the
matter would be attended to on the first
day fl. 1.10.-
Inventory of all the documents, papers and vouchers served in the suit between Jacques Cousseau, Plaintiff, in case of slander against Jememme Moreau, wife of Pieter Tarragon, Defendant in said case, produced by the Defendant and delivered over this [blank] 8ber 1661.

8ber
First, delivered this her inventory marked A.

It is unnecessary to produce any power of attorney, inasmuch as the suit is instituted in the name of the defendant. Therefore defendant produces the extract from Your Honors' minutes dated 3 May marked B.

By which it appears that the Plaintiff harshly, obstinately and maliciously hath wrongfully accused her as having slandered him and moreover undertook to prove it.

Against which the defendant produces her well-founded answer marked Letter C.

Thereby setting forth her reasons of dissatisfaction...having exhibited to him the unkind act of having sold, without her knowledge and cognizance, the corn that in time of need was stored with him as a trusted friend, and therefore could not bear a good heart towards him for this and other reasons, without however having made [use] of any slanderous words such as thief or rascal.

Again produces, over and above, an affidavit of two witnesses, who were present from first to last when these aforesaid injurious words were spoken, marked D.

Whereby the truth of the allegation is effectually shown.

The plaintiff is bound to produce his writing in reply. If he do not, the defendant produces copy thereof under Letter E.

Whereby it can be seen and strongly observed, that the plaintiff, or his scribe, seeing that his instituted action is unfounded, pours out the gall against him who drew up the defendant's answer, with a view, as it appears, to draw him thereby from the case and into another action of slander, insomuch that said reply has no connection in the world with the verification of the plaintiff's action.

Defendant produces in opposition thereto her written rejoinder, marked F.

Thereby persisting in her answer and rescript dated 10th May 1661 referring to the affidavits produced under Letter D and defers what is therein wanting to the plaintiff's oath, well knowing that he consulted his passion rather than his reason in instituting this suit.

Plaintiff is bound to produce—if not defendant produces-copy of the affidavit of Jacus Hitehart made at the plaintiff's request, marked G.

And says as reproach that one evidence is no proof, and that she the defendant absolutely denies the words,
"cheat, swindler of farmers, destroyer of farmers" or such like, and that therefore, the affidavit of Jaques Renvie and Francis Tainge, said in this affidavit to have been present, deserves full belief to the credit of the defendant.

Also produces copy of the affidavit of Francis Soliel, made at the plaintiff's request marked H.

And proves thereby that in the last trouble with the Indians, she had stored her corn with the plaintiff as with a trusty friend, and that he was not uncivil to her the defendant's husband, but granted his request for two, three or four skepels which he needed for his family, without, however, giving the plaintiff any order to sell the corn in whole or in part to any other person or to dispose absolutely thereof as his own property, which the plaintiff hath designedly done, apparently not without seeking profit.

Also produces copy of an affidavit of Francis Hee, made at the plaintiff's request, marked I.

And says in mitigation thereof that she is not of so malicious a disposition as to call out and complain in cool temper to every one of the wrong she maintains that she suffered at some person's hands, but rather to those who may have wronged her even in person. And on that account, according to her accustomed manner, hath dissembled to the attestant, which everyone is free to do; so that this affidavit does not operate in verification of the plaintiff's instituted action, but indeed contradicts it.

Likewise produces a letter sent with the three foregoing affidavits through Matheus de Vos to Salomon Lachaire, whereby the production of further evidence is renounced, Letter K.

Deduction

Now, to lay before Your Honors further the state of this suit and to show whether the plaintiff hath cause of action for slander or the defendant is founded in her just defense as well as in her counterconclusion on account of suffered damage and interest, we shall place before Your Honors these two following reasons:

First: That the selling of the corn by the plaintiff without the defendant's knowledge or that of her husband without orders, is beyond controversy and absolutely causa movis of the entire question, out of which was created an action rei vindicationis - that is, the defendant through the judges requires that the plaintiff restore the sold corn, together with the profit thereof. This, to a merchant of repute would be a greater affront than if he got a little scolding from an angry woman, were even this true, as he says, which it is not.

Secondly: That the plaintiff's instituted demand in case of slander, supported simply by one witness, is not founded, since the defendant absolutely denies it and produces for her advantage two witnesses who agree with each other, who are summoned by the plaintiff himself as having been present.

These two foregoing reasons considered show clearly:
I. That the defendant had sufficient cause not to be well pleased and content in regard to the conduct of the plaintiff, which militated strongly to her loss, and might freely have said: As thou hast sold our corn which we stored at your house with a trusted friend, so I do not feel well-disposed towards you etc.; and had the plaintiff not followed his passion rather than sound reason, if his conscience did not accuse him of having done ill, he would, but not in a rage, at least sometime afterwards, have been able to convince her with good reasons, which would have conduced more to his honor than to institute an action of slander, without proof against a woman whom he knew he had wronged.

II. That inasmuch as the plaintiff does not prove the slander complained of, and does not deny the just cause which the defendant had to be dissatisfied, the defendant is justified in this her just defense as well as in her counterconclusion of suffered damages and interest, so that the defendant with good reason again concludes that the plaintiff's instituted demand and adopted conclusion shall be dismissed with costs, and on account of the unjust and headstrong procedure instituted against the defendant, shall make good and pay all the time lost, damage hindrance, obstruction suffered therefrom by the defendant and her husband, to be estimated and settled by this Honorable Court, together with the costs herein incurred. Which doing I remain.

20th NB. was to the Secretary... for advice as to what was done in the case; was informed that the reply was served and copy left with party.

ditto. Went with Jan Gillis to the Secretary and inquired after his suit; was informed that nothing had yet been done in it; resolved to present petition accordingly.

21st 8ber Drew up a petition for Frans Jans, carpenter, to the effect that his party should rejoin on penalty of dismissal; and to hear Pieter van Kouwenhoven, Elbert Elberts, and Jacob Corteljou on interrogatories.

Item: the interrogatories fl. 2.-.-

Salomon Lachaire, Plaintiff
Reply
contra
Jacob van Kouwenhoven, Defendant

To the Honorable the Burgomasters and Schepens of this city

Honorable Lords:

In obedience to Your Honors' order dated 25 8ber 1661, the plaintiff says in reply that he persists in his entered demand and adopted conclusion dated 9th October 1661, having had
served copy thereof with account and notes on the 10th Xber of last year, 1660, by the Marshal, Pieter Schaeefbanq, as appears by the return thereof exhibited to the Honorable Court, and answering to his demand in reconvention, denies the same absolutely, having finally settled with each other in presence of a notary and witnesses on the 11 April 1657, when the defendant remained clearly indebted five hundred and fifty-two guilders in beaver, as appears by the notarial acte and obligation thereof.

Gerrit van Tright, Defendant
Rejoinder
contra
Maria Besems, Plaintiff

To the Honorable the Burgomasters and Schepens of this city Amsterdam in New Netherland

Honorable Lords:

In obedience to Your Honors' order dated 25th October 1661 the defendant says for rejoinder, he persists in his rendered answer dated 15 October last, in like manner by his counter-conclusion adopted at that time, and is not disposed to retort scolding by scolding, neither is he terrified by the plaintiff's six menaces. His conscience, which is free from dissimulation, acquits him herein sufficiently. Your Honors will not judge any man unheard; therefore will not pronounce judgment on papers copy whereof has not been granted to the defendant.

Defendant hath in his answer declared how, where and when the fl. 82.11 in wampum were disbursed, and shall give further proof thereof, if required. Whether Boudewyn van Nieulant hath lain secreted on Conyn Island with his mistress and concubine is of not the least matter to the defendant, who seeks nothing more than the payment of his arrears, and that out of the pawn placed to that end specially in his hands; which he is ready to swear to, if need be.

Paulus van der Beek, Plaintiff
contra
Jan de Poep, Defendant

Plaintiff says and proves by the annexed contract that the defendant hath leased his land situate at Gouanis, upon halves, and that the defendant hath received more corn therefrom than the plaintiff. Also that he the defendant, after the ending of the aforesaid contract, hath made use of the plaintiff's draught oxen on day's hire without plaintiff's knowledge or consent, and further that the defendant hath allowed the cattle to go into plaintiff's garden, which have ruined his ground. Therefore concludes that the defendant shall be condemned to indemnify the plaintiff for his suffered loss according to estimate of arbitrators [as] judges thereof. Cum expensis.
THE REGISTER OF SALOMON LACHAIRE

Idem as above  
Contra  
Juriaen Janse Servyn

Plaintiff, as farmer of the burgher excise says, that without a proper permit [defendant] hath taken in an anker of brandy from the ship St. John Baptist, which he sold to Mr. Johannes de Peyster as he says. This is a case of ill consequence and prejudicial to the farmer's right. Therefore plaintiff concludes that the smuggled brandy shall be declared forfeit and that defendant pay over and above a fine of one hundred guilders Hollands, with cost herein incurred.

I the undersigned acknowledge to have this day hired myself to Hendrick Crol for one year to live with him and to learn his craft, for the sum of one hundred and fifty guilders wampum, one pair of new shoes and a new serge coat, and shall allow fuller agreement to be drawn up. Witness my hand the first 9ber 1661.

Evert Jansen

1st Novr. ditto. Attended Court for Albert Cornelis against van Vleck; ordered that I appear on the next Court Day with Fredrick Lubberts and with his son... debit 1.-.-

Attended Court for the Kirkmasters of Middewout against Davits Jochemsen. Defendant default.

Entered suit for Mr. Paulus against Juriaen Janse Kuyper... debit fl. -.18.-
ditto against Jan de Paep -.18.-
Produced rejoinder for Mr. Gerrit van Tright against Maria Besems fl. 2.10.-
Wrote a contract for Hendrik Mol 1.10.-
Wrote at Breuckelen an affidavit for Dirck Theunissen* with copy 2.10.-
Gone 1/2 day 2.-.-
Writing answer and demand in reconvention against Daniel Wytheadt 1. 5.-

owes 5.10.-
light 2.15.-

*Is left to arbitration and decided that Dirck shall pay fl. 50.-.- in wampum within a month to Steenwyck
ditto Symon Turck owes an affidavit of Burgher Joris and Andries Jochimese; with going fl. 3.10.-
Geleyn Verplanck, appellant in a case of appeal against Govert Lookermans, shows with all due respect, that he submits for and in the name of the later Pieter Cornelussen van der Veen, the following interrogatories, and respectfully requests that the undernamed be heard and examined upon oath thereupon by Your Honors or your commissioners. First:

1. Is it not true and truthful that in the year 1655, on his arrival here from Patria, he, the witness did inquire of the late Pieter Cornelussen van der Veen, How do you get along with Geleyn? hath he rendered you account? and did not he answer thereto? Gelyn hath rendered me good account and satisfaction of everything?

2. Did not the witness in the year 1660, at the house of Jan de Yongh and in the presence of Messrs. Timotheus Gabry and Jacob Backer inquire of the late Pieter Cornelissen van de Veen, Whose beavers are these 294 pieces? you have charged me for freight? and if he did not answer, The 294 beavers are my own property, and it is incorrectly said that I charged you for the freight?

3. If the appellant thereupon did not ask the late Pieter Cornelissen van der Veen, And have you received no more beavers than these aforesaid 294? and if he did not answer thereto, No, I know of no more beavers. And if the respondent drew out any letter, thereupon, to prove the contrary?

4. If it be not true that after that date, there was found in the memorial or blotter of the late Pieter Cornelissen van de Veen 233 beavers more, brought away by Govert Loockermans himself?

5. Did not the witness at divers times urgently ask the appellant to make up the account between the respondent and P. C. van de Veen?

The following are the articles on which Messrs. Timotheus Gabry and Jacob Backer are to be heard and examined, viz:
Whether they, the witnesses, in the year 1660, were not present at the house of Jan de Yongh, when the Honorable Burghmaster Allardt Anthony asked the late Pieter Cornelissen whose beavers are these 294 pieces, for which you have charged me freight? and whether he did not thereupon answer, The 294 beavers are my own property, and it was through mistake that I have charged you for the freight?

Did not the appellant thereupon ask the late Pieter Cornelis, And have you received no more beavers than these 294: and if thereupon did he not answer, No, I know of no more beavers; and did not Mr. Allart Anthony thereupon draw forth a letter to prove the contrary?

Is it not known to them the witnesses, that after that there was found in the Memo, or blotter of Pieter Cornelissen van de Veen 233 beavers more, brought away by Govert Loockermans himself?

3rd 9ber

Prepared for Geleyn Verplanck a petition to the Director General and Council with interrogatories annexed fl. 2.10.-

Copy of interrogatories in duplicate 2.--.-

Copied a ground brief for Jacob Kip and authenticated two sides fl. 2.--.-

For Jurgen Blanck an English letter, light 1.4.-

Copied for Barent van Marle a contract between him and Francis Rombouts, two sides 2.15.-

For Francis Rombouts ditto 2.15.-

Extracted for Jan Jansen de Jongh the account of Samuel Smith out of his book and authenticated it 1.--.-

Going to his house with Schul 1.--.-

For translating his account into English 1.--.-

For a procuration under the hand in English to Mr. Paulus Schrick 1.10.-

Jacob Vis debit for a procuration to Jan Andriaense van Duyvelandt 1.10.-

For copy of two pages 2. --.-
THE REGISTER OF SALOMON LACHAIRE

For two accounts extracted out of his book
in due form and authenticated* 2. -.-
For two ditto 1. -.-
For an affidavit of Jan Jurriaense 2.10.-

*vide Claesse

Jochem Beekman
in case of slander, Plaintiff
contra
Pieter Smith, Defendant
in said case

To the Honorable the Schout,
Burgomasters and Schepens of this
city Amsterdam in New Netherland

Honorable Lords:

The plaintiff complains and proves by the annexed affidavits that he was, in his absence, scandalously slandered and berated for a thief and rascal; yea, worse than a thief; moreover that the defendant hath in the plaintiff's house used force and violence, shoving violently the door of the side room so that the bolt shot back, and further with force and violence threatened the plaintiff, as more fully appears by the affidavits annexed; all which aforesaid the plaintiff being, it is spoken without praise, an old and honorable burgher, having for more than twenty years served the Honorable Company in divers capacities both here, in Brazil, and elsewhere, and now for twelve years hath with the labor of his own hands earned an honest living in this city with a wife and children, without to his knowledge having ever been suspected, much less accused, of anything evil; not permitting himself to suffer or bear, but praying justice and reparation for the suffered injury, which came to his ears but a few days ago, he concludes that the defendant shall be condemned to repair said injury honorably and profitably, honorably by appearing before this Honorable Court and there with uncovered head and bended knees, to pray God and justice and the plaintiff, if he will be present for forgiveness, and publicly to acknowledge that he had wrongfully injured the plaintiff and knows nothing of him but what is honest and virtuous, and that consequently he is heartily sorry for the injury committed; profitably by paying a sum of one hundred pounds Flemish to be disposed of by the plaintiff at his pleasure, who is ready to declare on oath that he is not willing for an instant to bear or suffer such injury for such a sum, nay for all the goods in the world. All saving the action of the Heer Officer, or such other as Your Honors find proper. Cum expensis.

7th 9ber Engaged in drawing up for Samuel Edsal a lease to Mâme Wessels, and worked at it full three hours; but the contract between him and van Linde is not completed and remains in my hands, unsigned; for my journey and labor fl. 2.10.-
8th  For Jochem Beeckman wrote a complaint in case of slander against Pieter Smyt 2.10.-
Engrossing affidavit 2.10.-
Attended Court for the kirkmasters against Davit Jochims, Defendant, 2nd default 1.10.-
Attended Court for Albert Cornelis against van Vleeck; Defendant absent; wrote an excuse 1.20.-
Item Fredrick Lubberts witness for the [torn]

This day, eighth November, the following writing was placed in my hands by Court Messenger van Elslant.

Copy.

The Court Messenger hereunto required that he shall, in my name and on my behoof, cause to be rendered account, proof and reliqua of the cargoes sent and given through your, Salomon Lachaire's, wife, traded and sold by you to Matheus de Vos, my substitute, to whom I have given express charge, power and authority in the matter of the cargo of the Advocate Baez to demand account, liquidate and close the same or to do in all things as if I myself being present should, could and might do, as I have fully empowered him. Expecting your answer hereunto, hereby giving you eight days more for you to make up accounts in due form. Done the 8th November 1661. At Amsterdam in New Netherland

Signed Reynier Rycken

9th ditto  Went with Theunis Croeys Boot to Gravesend to John Hawes for the payment of the note.

10th ditto  Got a skepel of peas, some parsnips and five pumpkins; paid for freight of myself and goods fl. 1.10.-

11th ditto  At the request of Albert Cornelis Wantenaer, went with Reynier Schimmelpenningh to Breukelen and there drew up a bailbond, whereby said Wantenaer became security to the creditors of Cornelis Cornelissen van der Wey, farm servant with Curlar at Fort Orange, to make good the sum of four hundred and five and eighty guilders in wampum in default of the payment within the term of two years in four equal instalments.

Due me for the bailbond fl. 1.10.-
For a letter for Albert Cornelissen and Isaacq Forest to La Montagne 1.10.-
For copy of account and letter to V: Wey 1.10.-
For my wages and ferry money 4.4.-
Inventory of all the documents, papers, and instruments produced in the suit between Hans Steyn, Plaintiff, contra Jacob Vis, Defendant, and delivered to the Honorable Court by the Defendant

Defendant produces first this his inventory marked Letter A.

A power of attorney is unnecessary, since the suit is carried on and prosecuted in the name of the Defendant.

Defendant then produces an extract from the Ao. 1661, comprehending the demand of the Plaintiff marked Letter B.

Whereby first can be clearly seen the truth of that very old proverb: The liar will never have a strong memory. Plaintiff demands per balance of account one hundred and fifty-four guilders, fifteen stivers, according to account produced in court, and says he could not obtain any final account from the defendant. Your Honors will please to remember these words by and by.

Defendant produces against this his well-founded written answer, marked C.

From which Your Honors can well consider that if the defendant had already delivered to the plaintiff the requested final account which the plaintiff hath demanded primo instantio, he should not have excepted the four items alleged therein; for no one ought to think the defendant to be so foolish as to deliver an account that is not on his books, or to except to it or reject it if it stood in his books.

Plaintiff is bound to produce, if no, defendant produces, copy of the reply, marked D.

Wherein the plaintiff gloats and vaunts over a former account [ms. torn] plaintiff of bad faith as in the name [ms. torn] and extracted from the same book, which lie has not a shadow of truth, as can be shown and proved from the same account.

Defendant produces to this end copy of the nameless account, marked Letter E.

And hath on the credit side, beside the date 15 Novr. marked NBene what requires further proof than can be seen there, where the concocter of this cartabel, like an inexperienced comedian forgetting whose character he represented, copying unintentionally, the account of Hans Steyn of the same date, too stupid not to be discovered, says – 15 ditto. I gave you 10 beavers. Observe, I to you. How can that be otherwise understood than, I, Hans Steyn, to you, Jacob Vis; for I, Jacob Vis, to you, Hans Steyn, could well debit but not credit Hans Steyn. Nay, it appears notorious that this account was taken not from the defendant's books, but on the contrary out of the plaintiff's books.

Defendant produces against it his well-founded writing of rejoinder, marked Letter F.

Whereby he persists absolutely in his rendered answer,
dated 17th May, except the fl. 60. of Joan Withart, his the defendant's partner. Defendant desists from the excepted, as it appears from the assignment said Withart hath given a declaration thereof under his hand. Defendant reserves his right against Withart.

Further defendant produces the affidavit of the late Aris Otten, dated 2 July 1661, marked Letter G.

From which it can be observed that Gerrit Hendricx with Jeuriaen Blancq but not the defendant were authors of the appearance in Court, which the plaintiff in the whole brings against him; they likewise applied to the deponent, who hath ratified this affidavit, which is equivalent to an oath, for the expended share, and received promise of payment; and this affidavit is free from all reproach, both because of the death of the deponent and because it is to his own prejudice.

Plaintiff is bound to produce, otherwise defendant produces, the affidavit of Gerrit Hendricx, marked Letter H.

And says against it, that in law one witness is unworthy of belief, especially when he deposes in his own case and to his own profit, like this weighmaster who could not make a better bargain than to testify, to please his host where he had treated the friends, that the defendant who was debited therewith, hath promised payment.

Deduction

And in order to lay before Your Honors briefly the state of this suit, it must first be noted the confession of the plaintiff having purchased and received from the defendant ten hogshead of wine @ 15 beavers each and one anker anise @ 5 beavers, making together one hundred and fifty-five beavers, whereupon he hath paid, as appears by his own account, in two payments, thirty beavers, with a hogshead of wine @ 15 beavers, amounting to 45 beavers; there remain still one hundred and ten beavers, the balance of said payment was nothing else than wampum; if now the plaintiff agreed with the defendant about the reduction of the wampum to beavers at a certain price, the plaintiff has to prove it, as the defendant doth absolutely deny it, as also that he hath accepted to pay fl. 51.13 for Sir Henry Moedy, also the expense of the supposed appearance - fl. 14. and according to law, the plaintiff may not be admitted to swear supplementary to his proof, as he hath attempted to deceive the Honorable Court by fraudulent means; on which condition the defendant again concludes, that the plaintiff shall be condemned to erase the indicated items overcharged in his account; that done, to agree with the defendant respecting the reduction of the wampum for beaver and that he be condemned, on account of his obstinate and perverse proceedings, to the payment of the costs of this suit.

11th 9ber

Jacob Vis owes for my journey to Breuckelen, as the Honorable Court ordered to produce within twice 24 hours his papers against Hans Steyn by inventory fl. 4.---

For ferry money over and hither and necessary expense ---12.--
Mr. Paulus van der Beeke, Plaintiff
Reply
contra
Jeuriaen Janse, Defendant

To the Honorable Burgomasters and Schepens of this city Amsterdam in New Netherland

Honorable Lords:

The plaintiff repeating his entered demand and adopted conclusion, says for reply, in obedience to Your Honors' order dated 8th Novr., that the defendant endeavors in vain and with barefaced evasions to excuse himself for his committed smuggling, and the plaintiff takes in quantum pro and so far in his favor, the defendant's confession that he hath promised to deliver to Mr. de Peyster an anker of brandy, and that he not only sent Mr. de Peyster's servant for a permit, but had also been in person to the plaintiff for one. It does not profit the defendant to say that he hath endeavored to cheat his creditor, Mr. Johannes de Peyster, promising him an anker of brandy which he had not, for on the vi of August last, on the same day the smuggling was discovered, the defendant hath acknowledged to the plaintiff in the presence of the Officer and Marshal that he had taken in the evening from the ship St. Jan Baptist an anker of brandy, that it was not entirely full in consequence of a bend in one of the staves, and that he had now sold it to Mr. de Peyster and to that end had sought a permit; on which confession it followed excusing himself for not letting the Officer and the Marshal into the house, on the plea that he had not the key of the door, offered to agree with the plaintiff. To that end appearing at the house of Cornelus Pluvier and in the presence of Jan Janse van Breestee and Claes Tysen, coopers, having through interlocutors been offering and receiving proposals, but could not agree, from all that precedes, it palpably appears that the defendant hath smuggled, if no more, at least this confessed anker of brandy in question. Therefore, again concludes that the defendant shall be condemned to have forfeited, on his own confession the smuggled anker of brandy, and over and above to pay a fine of one hundred guilders Holland currency, according to the placard, with costs.

14th ditto

Drew up and delivered for Mr. Paulus van der Beek a reply against Jeuriaen Janse fl. 2.10.-

Jacobus Vis for drawing up his deduction against Hans Steyn, consisting of 6 1/2 pp. @ fl. 2 fl. 13.-

19 9ber

Pieter van Kouwenhoven owes for copying an obligation between him and Samuel Edsal fl. 1.-

For authenticating -.12.-
For Mesach Martens a petition to the Director and Council for leave to go on the Company's account to Holland

Jemima Moreau debit
For the first rescript or answer dated 10th May 2 pp.
Affidavit of Francis Tainge and Jacq Renou
Rejoinder 24 May
Inventory one voyage
Inventory and deduction

22nd
For Barent van Maele wrote four bills of lading in English
Also two English letters
Attended Court for Albert Cornelis against van Vleeck, Defendant, second default

23rd
With Jan Broerse to Burgomaster P. v. Grist to request that before his departure he might make oath supplementary to proof against Cristina Capponen. For my attendance
With him to the Secretary's to leave power of attorney

Frans Jans van Hooghte
Answer contra
Wessel Evert, Remonstrant

To the Honorable Burgomasters and Schepens of this city Amsterdam in New Netherland.

Honorable Lords:

To answer in compliance with Your Honors' order dated 15 November 1661, the remonstrance of Wessel Everts, defendant, the plaintiff Frans Jansen van Hooghten says that he, under correction, thinks that the defendant in his written remonstrance has not alleged anything in the world, as he is unable to allege anything, wherefore or whereby he should be excused from paying what, according to the award of Nicolaes Maeyer and Robbert Roelants thereunto authorized by Your Honors, he owes as appears by the return dated 17 May 1661, being a balance thereof fl. 314 in wampum. It is to be remarked further that the defendant of his own motion requested Mr. Schepen Timotheus Gabry and Burgomaster Paulus Leendertsen van der Grist, in addition to the above authorized persons, to attend the arbitration, who joining themselves to those authorized, engaged
together in the inspection of the work in dispute, also in the examination of the contending parties, and having heard their debates, have unanimously decided that the plaintiff had earned on said work five hundred guilders ready money in wampum and on some work which was still to be done, and which has been completed by the plaintiff, an additional sum of eighty guilders, both appearing by the award of the arbitrators annexed; so that the alleged exception, as if the arbitrators have, through passion, favor or disfavor, estimated the plaintiff's labor too high, operates in no wise to the defendant's advantage, who ought truly to be ashamed of himself, to call himself a poor, simple man, to cause houses to be built, and instead of thanking, to upbraid with partiality honorable, yea renowned and qualified persons, who have performed their duty, as invited by him, to decide respecting the labor wages and to reconcile parties, and to appeal on the frivolous saying, if it be true as he monstrates, of carpenters who were not commissioned thereto either by parties or by the Court.

In regard to the provisional contract, etc., the defendant hath on his side broken it fully three times; twice by changing the plan, whereby the work was increased, and once by the aforementioned arbitration, whereby the plaintiff is allowed sixty guilders less than he had verbally agreed for. So that even this, though absolute and not conditional, and as such capable of better proof than a Jew's testimony, cannot support nor protect against the determined award of the authorised arbitrators, and it appears by the return dated 18th July 1661 that he promised to pay as soon as he could. Passing by the other allegations as not being material, the plaintiff concludes that the defendant both in virtue of said decision and of his own promise to pay, including acknowledgement of debt, shall be condemned to pay the demanded fl. 314 in wampum and interest since the day mentioned with costs herein accrued; and because of this obstinate proceeding, whereby he attempted and endeavored to vex the plaintiff, to indemnify for loss of time.

Given in 6th Xber 1661.

I Maria de Trucx hereby acknowledge that I have received from my children's guardians or their order in divers times and items the value of two hundred and eight guilders in wampum, on account of interest or rents of my children's property, bequeathed to them by their deceased father, Cornelis Volckertsen. Done Amsterdam in New Netherland the 7th Xber 1661 as appears by my handwriting.

To the Honorable the Director General and Council of New Netherland

The undersigned millers, Your Honors' humble petitioners, respectfully represent that, whereas through lapse of time the value of wampum has declined the just half and more within 5 or 6 years, it is impossible with the ordinary mill-toll, which must be paid in wampum, to meet the great expenses and repairs of the mills and your petitioners' necessary support; wherefore,
respectfully turning to you, they request that Your Honors may permit them to receive and take as toll, with an approved measure, the tenth part in kind of all sorts of ground stuff, without receiving wampum, pursuant to Your Honors' former enacted resolution.

Paid by Jan de Wit fl. 3.-.- light money

Roelof Jansen, Collector of the Tapster's Impost for the town of Flushing on Long Island, Plaintiff against Samuel Edsall or his agent, Defendant

To the Honorable the Director General and Council of New Netherland.

Plaintiff in his quality says that the defendant without a permit hath delivered, transported, discharged and supplied at Taelman's Island two ankers of brandy to a tavernkeeper of Flushing named Ephie Jacobsen, and whereas this is a matter of evil consequence and a fraud on the excise farmer's rights, directly contrary to the placards, plaintiff concludes that the two smuggled ankers seized and arrested by the plaintiff in the village of Flushing, shall be declared forfeited, the defendant on account of his committed smuggling, be condemned in the fine according to the placards.

To the Honorable Burgomasters and Schepens of this city Amsterdam in New Netherland

Paulus van der Beek, late farmer of the burgher's excise of wine and beer, plaintiff, in a case of fraud, against Jurien Janse, cooper, defendant in said case, respectfully showeth: That he, the petitioner, pursuant to Your Honors' order dated 15th November 1661, hath caused copy of his reply to be placed in the hands of party, to which he hath not rejoined up to this date, whereby the suit that in such case ought to be summarily disposed, is delayed. Wherefore petitioner prays that the defendant shall be ordered to produce his rejoinder within twice twenty-four hours or to renounce further production on pain of being thrown out of Court. This doing, remain...

Nota Bene. Delivered in the foregoing petition at the request of Paulus van der Beek, the 16th Xber 1661.

Inventory ordered to be made by Frans Janse, carpenter, Plaintiff, in a case of guarantee, against Wolphert Gerritsen van Kouwenhoven, Defendant in said case, of all the papers used in said suit, with a brief explanation of each produced instrument, serving for deduction in the case.
First, the Plaintiff produces this his inventory marked with the Letter A.

Power of attorney is unnecessary as the suit is carried on in the presence and under the signature of the plaintiff.

Again, produces the deed dated 19th November 1660 of the lands purchased by the plaintiff from the defendant executed before Secretary van Ruyven in the presence of the Honorable Counsellors Nicassius de Sille and Johannes de Decker [ms. destroyed] marked Letter B.

And proves thereby that not only the lands for the entire bouwery generally, but each part thereof in particular, consequently this lot of flat in question, adjoining Jan Martense on the southeast and Loockermans on the northwest, was by the defendant and seller legally transported to the plaintiff and purchaser, and therefore [he] is obligated to cause the same in all this to be held valid and consequently to protect and free it.

Also, Plaintiff produces his petition with interrogatories annexed, and answers thereunto given under oath, marked Letter C.

And proves therefrom that in the first survey the second lot was measured to the plaintiff, but that the late Jacob Wolphertson unjustly bartered the second lot with Marte Janse, that in place thereof the third lot was granted to him.

Produces in support of the second point, the evidence of Pieter Roelofs, marked Letter D.

Produces, in like manner, in support thereof the evidence of Hans Jansen and Hendrick Pietersen declaring that at the same time that the lot in question was measured off, the plaintiff took possession thereof, and directed the witnesses to enclose next Cornelis the ferryman, and it is to be noted that the ferryman held the lot from Pieter van Kouwenhoven.

Plaintiff likewise produces his written conclusion marked Letter E.

Tending to the guarantee of the lot in question, inasmuch as Govert Loockermans hindered the plaintiff in the peaceable possession thereof; together also for indemnity for damages suffered therein.

Defendant is bound to produce, if not, plaintiff produces copy of the defendant's answer, marked Letter F.

Whereby it can be seen that the Defendant has recourse to unprofitable subterfuges as if the [statement] were made on the simple information of the plaintiff; the contrary whereof is already proved.

Plaintiff produces against it his well-founded reply marked G.

Wherein he persists in his demand and adopted conclusion, founded [ms. torn] deed with premeditated [ms.torn]
and survey made by the sworn surveyor, by virtue of which the defendant can be compelled to make good the indebted guarantee.

Furthermore, produces a letter from Matheus de Vos whereby he renounces the production of any more papers, and herewith holding the cause fully argued and fit for judgment, the plaintiff concludes again that the defendant shall be condemned to defend and free all the purchased parcels of land and especially this lot of flat in question, and to maintain the plaintiff in peaceable possession thereof, whereunto by the nature of the contract he is holden. See B. V. Sutphen, fol. 329. art. xii; see Hugo Grotius, chapter 15. I say unquestionably if the buyer be troubled the seller is bound to defend.

N. Bene Frans Jansen, carpenter

To his written demand fl. 0.18. copy 12 - fl. 1. 10.-
To copy of answer 2. -.-
To reply 3 pp. 4.10.-
To copy handed to opposite party; with the journey 4. --
To copy of Hendrick Pieters' and Hans Jansen's affidavits 1. -.-
To copy of Pieter Roelofs' affidavit 1. -.-
To petition with interrogatories annexed, 3 pp. 3. -.-
To copy delivered to opposite party 2. 5. -
To inventory handed to party 13. -
To copy of deed 4.10. -
To inventory of the suit 3 pp. 2. -.-
To copy of deed 26.17. -

Nicolaes Verlett, having a written power of attorney from Barent Welius, brother of Dv Everhardus Welius, in his lifetime minister at the Colonie New Amstel on the South River in New Netherland, Defendant contra

Messrs. Timotheus Gabry, Schepen, Jacob Backer, ancient Schepen, of this city, authorized curators of the estate of Cornelis Herbertsen Jager, Plaintiffs

To the Right Honorable the Director General and Council of New Netherland

Nicolaes Verlett, the defendant, having seen the petition presented to Your Honors by Messrs. Timotheus Gabry and Jacob Backer, curators of the estate of Cornelis Herbertsen Jager, to the effect that said curators know that in the year 1658, there were discharged from the ship Moeysman 2 parcels of brandy consigned to the abovenamed Jaeger, one of which remains with the defendant requesting Your Honors that the defendant may be ordered to pay the aforesaid parcel of brandy or its proceeds to the said curators, to the end that the same may be disposed of for the payment of the creditors etc. and the apostil thereupon granted by Your Honors dated 25th August 1661.
In obedience to said apostil the defendant says, under correction, that it seems strange to him that said gentlemen should be permitted to draw into question the aforesaid parcel of brandy, inasmuch as the two parcels of brandy in question, together with twenty hogsheads of French wine, one crate of earthenware, one hamper of woodenware belonged in propriety to Domine Everhardus Welius, and because they were simply consigned by his brother, Barent Welius, to the said Jaeger, who was not empowered to sell, dispose of, or exchange the said brandy, wines and other wares except by express order of the said Domine Welius; but if Messrs. the curators could fairly show by the books of the said Jaeger, that money has been disbursed, freight paid etc. on the aforesaid brandy, Messrs. the curators could have good cause of action herein, as it is a principle in law that factors have a preference over the merchandise of their consignors for the moneys which they have expended on their account, and consignors are preferred in their goods and outstanding debts before the common creditors, and in case the factors become bankrupt or die insolvent, it would be a case of consequence and a pernicious fraud, therefore not to be tolerated in the trade here, but to be in every manner prevented, that merchants residing without or within this province should not be preferred before other creditors in their goods and merchandise (outstanding debts excepted) consigned to a factor in this country who hath become bankrupt or had died insolvent; that would be in direct contradiction to the customs and usages of the City of Amsterdam, the capital of the trade and commerce of all Netherland. Therefore the defendant concludes that the impertinent demand of the said curators be dismissed by Your Honors, and that he the defendant may be no more troubled or molested in this matter but be permitted peaceably to carry out his order and charge. With costs.

[underneath] I remain, etc. Your Honors' most humble servant

N. Varlet

On comparison this copy agrees with its original

Quod Attestor

Matheus de Vos
Notaris Publicus
1661
9
4

[On the margin of the above:]

This is to be placed in the hands of the opposite party, to answer thereunto. Done Fort Amsterdam in New Netherland the 1 September Ao. 1661.

(signed) By order of the Director General and Council aforesaid

C. V. Ruyven, Sec'y

[The reply to this paper is in a preceding part of this book.]
Burgomasters and Schepens decide that the plaintiff has no interest in the hogshead of tobacco brought by the defendant Richard Ary and Co. from Virginia and sold here to Govert Loockermans for eight stivers a lb; therefore no indemnity is necessary, inasmuch as Richard Ary hath gone too far herein, for according to affidavit and [his] own confession he had no property therein and nevertheless hath received his share of the payment with John Griffin and William Lambert.

And for or because the plaintiff's tobacco was sold by the defendant and company, which the plaintiff proved by affidavit and the defendant could not contradict, the defendant was by the Burgomasters and Schepens aforesaid condemned as well as Willem Lambert, fellow/defendant, present, to pay the sum of thirty-six guilders. All with costs.

20th August. Drew a petition of Mr. Leek for an alteration in the judgment.

ditto. Spoke thereon to Schepen Pieter Wolphers, who says the error was committed by the Secretary against the meaning there-off. Showed the petition to the President of the Burgomasters, who answered, [he] will speak about it to the Schepens.

Spoke to the Honorable Johannes van Brugh thereupon

Propositions agreed upon by the Committee in the name and on the behalf of the Company to be presented to the Governor of New Netherland by the undersigned.

1. That if an English church or churches be planted in the places propounded, they may be allowed by the authority of the High and Mighty Lords and States General of the United Provinces in the Netherlands in Europe and with the approbation of the Directors of the West India Company, to enjoy all such power, privileges and liberties in the congregational way as they have enjoyed in New England above twenty years past, without any disturbance, impediments or impositions of any other forms, orders or customs to be observed by them. And that therein they be allowed and approved churches by some public testimony upon record.

2. That if the English churches planted under the Dutch Government shall consent to consociate together for mutual helpfulness, they may be allowed by the authority and with the approbation aforesaid, so to do and to call a synod therein to establish by common consent such orders according to Scripture as may be requisite for the suppressing of heresies, schisms and false worships, and for the establishment of truth with peace in those English churches. And that the Governor and Courts at New Amsterdam shall protect the said English churches and synods from any that oppose them or be injurious to them.
3. The English planters do desire that they may have liberty and power by the authority and with the approbation aforesaid to have the ordering of all judicatures and all their civil affairs within themselves. To choose their own magistrates and all other officers and constitute and keep courts and make all such laws and orders as they shall find most suitable to their condition and welfare in that place. And that all persons, planters and others, for the time they are amongst them within their precincts shall be bound to acquiesce in all their laws, orders, sentences and appointments of any of their own court or court officers delivered only according to such orders and laws as are or shall be from time to time agreed upon and enacted by them, and unto all their sentences made and verdicts declared without appeals to any other authority or jurisdiction. This power the English in America, within New England, have had and exercised in all causes by the grant of the late King of England, Charles the First, as is to be seen in His Majesty's letters patent above twenty years together. And it is much more necessary that they have it under the Dutch whose laws they know not, nor understand their language and the way and manner of their exercising this their sole power. We purpose according to the fundamentals received in New Haven Colony which are in print to be seen (or the most of them) so far as we shall find it will alike suit Christ's ends and our condition there.

4. That all the lands agreed for, be clearly and undeniably purchased of the Indians by an authentic instrument or instruments, and that we may have one of them in our custody, and that the lands of these Indians that have the natural and civil right be subscribed and so owned by them in the presence of English, Dutch and Indians as lawfully bought and sold and that these lands shall be made the perpetual inheritance of the English planters and their posterity forever by the authority and power with the approbation aforesaid according to all present or future orders, grants and agreements or divisions of all such lands so bought as shall be made by the English alone amongst themselves by persons intrusted and empowered by them for such affairs.

5. That no inhabitants be put upon us by the Dutch but that we have the sole power of disposing our lands and entertaining or rejecting all inhabitants according to agreements that shall from time to time be made amongst ourselves.

6. That the English planters in the aforesaid places, by authority and with approbation aforesaid, may have equal liberties of trading as the Dutch in all respects, they paying all lawful dues and customs as the Dutch do, or with any other whomsoever.

7. Our humble desire is that the premises being granted by those in Holland, or to whom the patent and power of such grants appertaineth, may be declared and ratified by an authentic instrument signed and sealed by the patentees in Europe, if it remains with them. And that a copy of it so signed, sealed and authentically attested may be procured for the English
planted under the Dutch to be by them kept among their public records for the benefit of posterity.

Beniamin ffenn
Robert Treat
Rich: Lawe
Jasper Gun

Dated this 8th November 1661
from Milford in New England.

To the much honored Governor of
the New Netherland, humble
Salutation

Seeing it hath pleased God to order it in His providence that a company of considerable persons that came into N. England that they might serve God with a pure conscience and enjoy such liberties and privileges both civil and ecclesiastical as might best advantage them and strengthen them in the end and work aforesaid, which also through the mercy of God they have enjoyed for more than twenty years together, and the Lord having blessed them with posterities so that their numbers are increased and they being desirous to provide for their posterity, so as their outward comfortable subsistence and their souls' welfare might be attained by the use of suitable means through the blessing of the Almighty. In order hereunto they have appointed some to view some adjacent parts of this American wilderness, who have been courteously and encouragingly entertained by Your Honors, which the Company doth acknowledge with all thankfulness, and have now sent some of our honored, trusty and well-beloved friends, to wit: Mr. Benjamin ffen, Mr. Robert Treat, Mr. Lawes and Deacon Gun in the name of the committee empowered by the Company and in the behalf of the Company to treat and conclude as they shall see cause with Your Honors, or whom it shall concern, about the terms upon which they may be encouraged to begin to plant, and so from time to time as they are able to proceed yearly by some of themselves and by some of their posterity or their friends that may hereafter desire to join with them for the enlargement of the Kingdom of Christ Jesus in the Congregational way and all other means of comfort in subordination hereunto. And seeing that this design if suitably encouraged may hopefully be more for the glory of God and benefit and welfare of the Dutch nation in America and the honor of their principals in Europe than any yet hath been by planters under their shadow in these parts, the Company doth therefore desire that neither any queries nor propositions made by our honored messengers intrusted and instructed might be in the least measure grievous or offensive to Your Honors, or any in trust with you, for we are true men and no spies, but to provide good, righteous and honest things for ourselves, posterities and like-minded friends, as we have already for many years enjoyed. And [we] are come by these our messengers to you, and therefore we declare that without offence we may have as plain and clear an answer as may be to these following enquiries and propositions.

From Millford Dated this 8th of November 1661 in New England

Mathew Gilberte in the name of the committee empowered by the Company.
Memo:

The preceding proposals were delivered by the abovementioned messengers to the Director General and Council, who caused them to be translated and on Monday the 28th November 1661 being read at the Council board this following answer was delivered to me to be translated into English.

[Lachaire's original English, transcribed by O'Callaghan:]

(Translation)

Extract out of the Recordes and Resolutions of the Lords Director General and Council of the New Netherlands taken in their Court on Monday the 28th November 1661.

The Director Generali and Counsells off the N. Netherlands haveinge perused the Commissione and Propositions produced by Benjamin Fenne, Robber Treat, Ritch: Lawe and Jasper Gun, deputies of a greather Companye English People, propounding uponp certaine termes to be admitted as inhabitans and subjects under this governement; Doe judge the matters off a hevier consernenent as to give soo full and satisfactory answer upon every perticull,—

Nevertheless, consideringe the aforementioned Deputies are very Desirous to obtaine any Answer for to Relate unto their principals, is Resolved to give this followeinge provisionale Answer—

Because there is no difference to be found in the principalls of the Worship of God, betwixt those Churches here and the Church in The New England, as onely in the Reininge of the same, The Director Generall and Counsell doe not make much difficulte for to beare her condesent unto The Two firste propositions more lesse because in our patria de like here, The prosecute of conscience is not practised, interim They doe hartely wisch and hope That Through nearer congregations and monthly conference betweene our and their ministers There sal be practised and continued good Unite and Brothership.

Upon the Third proposition,

Unto the Petitioners shall in the waye of Magistrature, Judicature and all civil affairs be graunted all such authoritieyt priviledges and liberte as all other Townes and Collonyes of New Netherland have, To wit The denomination of Their one magestrates within herselves yearly, to doo in a dubbel number and to present them unto The Director Genel and Counsells for to be elect outh of the same The Magestreet for that yeare lickwise to confirme Them The which shall bee qualified with sufficients poure and Authorityyt for to make with approbation of the director Genel and Counsells all such ordres as They shal find good for the benefite of their Tounes or Plantagions, and according too the same to doe and exercise Right and Justice Reserved The appeales unto The High Court here, accordinge unto The Generall ordre and exemption graunted unto all The Inhabitant of New Netherland
In the fourth and sixt Propositions is acquiesced

Concerning The fifte proposition none of The Tounes of New Netherland are troubled with Inhabitance The which doe not licke her, Reserved That they doe not admitt any inhabitants without approbation and knowledge of Dirtr genel and Counsells, and Take There oth for the Confirmation of fidillyte acted also in The fortification named Amsterdam at the Court kept by the Lord Director generall and Counsels of The New Netherlandes. Ady ut Supra

subscribed P Stuyvesant
agreeeth with the forsyd Records

C. V. Ruyven Secretary

Translated out of English at the Request of William Benfelt.
The 26th 1661.

We the undersigned testify that Elizabet Benfelt, wife of William Benfell, hath, in the absence of her husband, at divers times in her house by night and by day one Richard Willdy or granted him access against the will and pleasure of her husband William, which hath given scandal to various neighbors.

Signed

Edward Veil
Edward Waters
William Beit

26th 1661.
The testimony of Sam Veile

I said to Goodwife Benefelt, that I had heard that Richard Willdy had stated in his sickness that he would not come any more to her; and in about half an hour she struck her breast, cried out and said - I am ruined.

Declared before me Edward Waters

The first of September 1661.

Dear, most precious and mine assured Love!

A thousand times I wish myself with you my assured love and constant to death. Let these few lines I pray thee be a messenger thereof, with daily prayers to God for you and yours, hoping to meet you when my God shall so enable me; for since thy departure, few days have passed without great grief in my thoughts. I look on each hour a day and each day a year until I shall either see you again or receive from thee some word of comfort. Yea 'twould afford me more joy than the possession of all the wealth of the World. But what do I say? Thou knowest my heart, unless time, place and opportunity will
permit. I could employ many days in writing to make known to thee the agony of my troubled heart and faithful love, leaving to your imagination, dear Soul, to read and explain it.

I thought well to communicate to you some news which occurred since your departure, for William Benfelt hath sold all he had to William Laurens intending to leave for London. But I am of opinion that will not succeed, for the tobacco is all rotten which he should receive for payment; 'tis the same as that shipped to Holland with you. They are ready to go to law with each other about it and he whom you think will write to you on your business he appears to wish to complain of you to whom you know. So I understand he has greatly threatened. But you ought not to neglect to write your meaning to our neighbor Walter Salter, for he is your trusty friend and knows all when you were here, and do not omit to write him the secrets of your heart; and he would that you should repair in a ship to James River to the upper part of Wainoke to the house of Mr. Ferdinando Alton and he will write where you may be accommodated until you inform him of your arrival. Meanwhile he will write to inform you of the way. Do not omit to let him, and no one else hear from you by every opportunity, for he alone is and will be your servant. He requests that you will write to him as if from his mother in London to her son, and from Wannoke in James River as if to your friend. For the present I have nothing to send you save a sorrowful heart to bewail your absence with sighs and tears; 'tis useless to express by word or pen my love mingled with insufferable grief. Taking my humble leave with daily prayers to God for you and yours, I remain your ever living and always loving friend and what pleaseth thee more, unto death.

(signed) Richard Wildy

Our neighbor Walter Salter requests that you will deliver his letter with your own hand in Elaeh Friets next Smithfield to Mr. Thomas Barril, shoemaker, requesting to write to him again as soon as you can. Be not negligent and farewell--his love to you.

Walter Salter

Lower stood. Be careful in whom you confide. Regarding Ponthon, I will and cannot trust him. I have told him that he should not write to you and forbade him doing so in my name; therefore trust him not, but send whatever you write to Walter Salter. Fare Well and I remain

Richard Wildy

Mr. Laurence and William Benfelt are agreed that Benfelt shall have his goods back.
Inventory

30 November Frans Jansen produces contra Wolfert Gerrits van Kouwenhoven

1. Declaration.
2. Replication.
3. Petition with interrogatories and oath thereto.
4. Deed of land.
5. Affidavit of Pieter Roelofs
6. Affidavit of Hanse Hanse and Hendrick Pieters.

Delivered copy hereof to Frans Jansen van Hooghten.

N.B. 9 Xbr Delivered copy of declaration, item petition with interrogatories, affidavit of Pieter Rolofs, affidavit of Hans Hansen and Hendrick Pieters and renounced further production.

Interrogatories whereupon by the Court of Bergen at the request of Jochim Beekman, Moutie Adriaens, wife of Thomas Fredrix, is to be heard and examined.

1. First. Does she, the witness, not well remember that Pieter Smits last harvest made a great disturbance in the neighborhood in front of, and within the house of the requirant?

2. And whether she the witness hath not heard that said Smit hath berated the requirant for a rascal and a thief; yea worse than a thief?

3. And what other abusive words hath she the witness heard?

4. And did the witness not see or hear that Pieter Smit all fuddled forcibly burst open the door of the side chamber of the requirant's house so that the bolt shot back?

5. Whom at that time did she, the witness, see else in the house who can besides her give information of the matter, and whether she did not see Gerrit Sebers and Mathus Pieters there, and what more does she the witness know of the matter.

2 Xber Gave these to Tielman van Vleeck to make proper use of them in the Court of Bergen.

Inventory of all the papers in the suit produced by Gerrit van Tright contra Maria Besems.

1. Extract from the minutes dated 10 May 1661.
2. Petition of Gerrit van Tright dated 15 ditto with apostil.
3. Order on the petition of Maria Besems 24 ditto.

5. Petition with accounts annexed Gerrit van Tright dated 2 July. apos.

6. Petition of Gerrit van Tright dat. 5 July with order.

7. Copy of notice and protest dated 28th Jan. 1660.

8. Extract from the minute dated 22 Feb. 1661.


10. Answer.

11. Rejoinder


I request besides copy of your inventory in order, when seen, to produce further, or to renounce further production.

[translated text]

Appeared before me Salomon Lachaire notary publicus Admitted by the Right honored governor and Counsells of The New Netherlands dwelling at new amsterdam and before The hereafter mentioned Wittenisses Michael Janson and Herman Smeman bod [both] of Competenc Each planters at gamonepa and magestrects and persons at Toune Bergen The Which at The Requist of John Lum inhabitant at Hontingtoune Did Declare to bee tru and serteine and Theyre deponants Welknowe That Abouts The mooned [month] juny or july lest past tow yeares agone Theyre deponates nabur named Geurt Coerten haes bath [bought] and Receaved of John Kuper Englishman a greay meare With a Wit [white] head oer fease a wite nose and bod eires [ears] a little peese kott [cut] outh with a mery [female] cowlt darth [dark] grey at her side and merke at The Right Shoulder r c And so has the fore-sayd meyre. That same Spring past foure yeare ould, an allsoo beinge in living still tel Next Spring shall bee seven yeares ould What The deponants being bod old and Experient formers with surety kould judges by The mark toodes [teeth] of the forementio[ned] meyre. Appeared also delick [likewise] The fore mentioned Geurt Courten and Affirme all what is sayd above, more over That he heas payed for The forementioned meyre and kowld Seventen beavors in specion to John Koper and Therebove so much more in other payement That amownted to gether With The sharges foure hundred gillders or There bouts all which is fore-sayd. The deponants if it should be needfu[l] or Requeared are Willing to Affirme with oath acted Without frawd This 10th of Xbr @ 1661 at The presents of Henry Spiers and John Lubbesz Credible Wittenisses hereunto Requeared. The Which The principal of This indu[-] besides The deponants and my notario have signed with Theyre owne hand marcke

John Lum
1661 The 10. Xbr.

Jacob Vis Dr.

For my attendance with him on the appearance at Abraham la Noyes and spending the entire evening with him fl. 3.---

12th

In looking up and drawing out, by order of the arbitrators and the account between said Vis and Hans Steyn, from the memoranda of said Vis

For copying these 4.---

For booking these as to be seen annexed 2.---

For appearing with him as before 3.---

13th

Mr. Johannes van Brugge Dr.

For an English power of attorney to Capt Varlet fl. 2.---

Jacob Kip Dr.

For an English power of attorney fl. 2.---

For authentic copy of obligation as to be seen per folio 1.---

Copy. [Verbatim]

Know all men by these presents that I William Wilson of Virginia in James River doe bind my selfe my heayres executors or assignes to pay or cause to be payed unto Mr. Jacob Kip or his assigne, the full and just sume of two hundred ninty-six guidlers to be payed in good marchandable Virginia tobacco in lefe in The Manados at or before The Twentieth daye of May next ensuigne The date hereof I also am to lett Mr. Kip have six hoghd of tobacco for which he is to paye mee The Reste in beer for what the six hoghds comet above The above mentioned sume in Witnes Whereof I have hereunto set me hand this 24 of Aprill Anno 1658 Stelo Nova

Signed Will: Willson

The totale sume is 296 guilders

Testes
Adam Bremen
Jan Hendrickesen
I the undersigned Francis Doughty acknowledged to have received from Jacob Kip an obligation against William Willson of Virginia for the sum of two hundred and ninety-six guilders in tobacco, as appears by the copy hereinbefore, and I promise to do my best to receive and to be responsible to said Kip. Witnness my hand this 12th Xbr 1661. Amsterdam in New Netherland.

ffrancis Doughty

The above English copy agrees with its original exhibited to me which is delivered to Francis Doughty with procuration. I present.


Appeared before me Salomon Lachaire notary pu. admitted by The Right Honoreb governor and counsel of New Netherland, dwelling at new Amsterdam and fore The hereafter named Wittenettes Rendof Huwit inhabitant This Toune and his sone in law; named Pieter hendricksen, at The one side and Henry Breasir Carpenter and inhabitant at this place at The other side my [to me] notaris Wei known and The Which did Conrme to bee agreed upon terms following: Thus is to saye the forementioned Rendolf haes let outh his forementioned Sone in law: unto The foresayd Henry Breasir to bee as a prentis for The Space of six years time after This day following and to larne him alsuch Worckes as The sayd breasir, following his Common Tread use to doe himselfe for and in Consideration Whereof The Sayd breasir is to allow unto The Sayd Pieter Hendrixsen during his time of prentship foresayd free kost Cloathing and Washinge and when his time of prentship is Expired duble aparrel That is to be understood a Reasonable Suite for worked[ay] and a new suit for holyday for The tru per[formance] of This They doe bind Theyre Selves evere one under bond as to The law Thereunto Established acted Without fraud This 13 of Xbr 1661 at amst. in new nether­land at The presence of Credible Wittenesses here unto Required. The which This besides The pr[-] have signed as appears by Theyre hand markes

The marke of Rendolf Huwit
The merk of Peter Hendrix
The merk of Hend. Brasir
My presenc

Translation

Friends

We have received a writing whereby the subscribers forcibly insist on robbing us of another portion of our land, so that we English should have no profit therefrom, neither for horse, nor
cow nor any other creature, free of danger, under pretence of
Gysbert van Dyck's right to Coney Island, which we opposing say
and testify that we have a right thereto, as appears and can be
made manifest by our privilege and land brief (patent) signed
and sealed by the then governor, Willem Kieft, whereof we by
experience feel and think better and more valuable than that
title you would give us by right of Gysbert van Dyck's ground
brief, or that you should obtain in a week or month's time
with his council and secretary by whom such things were done.
What regards your pleasure, we shall not heed but send back as
an answer our meaning in your own words-That you quit our land
and do not molest us there neither by horse, nor ox, nor cow,
nor hog nor any other creature, for Coney Island belongs to us
in property. Therefore before we should lose it we have someth­
ing further to say in the matter. The 27th December 1661.
In the name and on the behalf of the entire Town of Gravesend.

Signed by us

Charles Morgen Schout
William Wilkins
John Bowne
Lores Peetersen
Peter Simpson
Thomas Appelgat
Ralph Cardel

To the Honorable Director General
and Council of New Netherland.

Jacob Vis merchant of this city respectfully represents
that in the year 1659 he hath sold and delivered to one Hans
Steyn, tavernkeeper of this city, ten hogsheads of French wine
for fifteen beavers the hogshead, and an anker of anise @ five
beavers, amounting together to one hundred and fifty-five
beavers, payable in the trading season, whereupon he hath re­
cieved in beaver or in beavers' worth not more than forty-five
beavers; on account of the remaining one hundred and ten beavers
he hath received, for want of beavers, in divers payments and
times, parcels of wampum or wampum value without previously
agreeing about the price or the reduction of the wampum, and
although the abovenamed Hans Steyn had ought previously to close
his account with the petitioner respecting the value of the wam­
pum in respect to beavers, he hath notwithstanding made up his
account against the petitioner and reduced the beaver through
a selfish motive at twelve guilders, and over and above that
charged the petitioner, without order, with an item of fl.
5.13. for Sir Henry Moody, an item of fl. 14-- one fourth where­
of only he owes; also an item of fl. 60. for Johannes Withat
who had already credited him in the beer account of the brewery,
so that the abovenamed Hans Steyn by aforesaid account claims
from the petitioner a sum of fl. 154.15. and notwithstanding the
petitioner was lying abed impotent and with a broken arm, yet
hath he, the abovenamed Hans Steyn, caused him to be summoned
before the Court of this city on the 29th March of the year
1661, demanding per balance of account exhibited in Court the
aforesaid fl. 154.15 -- saying that he could not receive any
final account from the petitioner then. Whereupon the peti­tioner by his attorney applied for copy of the declaration as more fully is shown by extract from the minutes annexed and the case is by order of the Court of this city further continued by answer, replication and rejoinder, and although parties are beforehand accustomed to produce their papers under inventory and after exchange of inventory and of required copies, to renounce further exhibits, your petitioner was ordered by the Court of this city or produce under inventory his papers used in the suit, within twice twenty-four hours on pain of having judgment entered against him, as more fully appears by the minute. Whereupon petitioner represented to the Honorable Court that the suit was not yet in a state for decision, as he intended to reject the plaintiff's principal proof, being an account which was produced in the petitioner's name as if drawn up from his books, whereas it was written without the petitioner's order; to that end praying that Pelgrom Clocq, writer of said account, may be heard on certain interrogatories, who appearing before the Schout and Committee of Schepens hath given conflicting and contradictory answers as appears by the minute thereof, annexed; whereupon petitioner, producing under inventory his papers used in the suit, hath proved besides, as clear as day, that the aforesaid account was not taken out of his, thy petitioner's, book, but out of the plaintiff's writings and accounts, and that manifestly from the words of said account; he accordingly concluded that the abovenamed Hans Steyn should be condemned to erase the overcharged items pointed out and then to agree with the petitioner respecting the produced balance. With costs. And when the suit was perfected, the W. Court of this city determined and adjudged on the abovementioned account not to agree with the books of the petitioner from which, according to the plaintiff's statement and Pelgrom Clocq's declaration, they were extracted; and as the said account consisted of divers items [the Court] appointed Messrs. the Schepens Timotheus Gabry and Johannes van Brugge a committee to examine therein, who had two meetings, thereupon heard parties verbally, examined the writings and reported to the Honorable Court by their erroneous award annexed that the above account must have been made out partly from the petitioner's books and partly from Hans Steyn's account, by petitioner's order, who expressly denies the same, and therefore that the declaration of the conter of the above account ought to avail against him for full proof to the petitioner's prejudice; thus approving in the end that the petitioner did give him orders, notwithstanding that they find his (the scribe's) declaration untrue, that he had extracted it out of the petitioner's book bound in white vellum and although those of the Court of this city had well ought to have rejected the above award of the committee, for cause aforesaid, and to adjudicate the petitioner's counter conclusion, yet notwithstanding have they grossly wronging him pursuant to the abovementioned unrighteous award, condemned the petitioner in virtue of the abovementioned forged account, to pay the plaintiff the sum of one hundred and forty-four guilders, four stivers, with costs, deducting from the abovenamed Hans Steyn's delivered account three fourths of the item in question of fl. 14.

By which judgment the petitioner, finding himself most gravely aggrieved, seasonably entered an appeal before this Supreme Council, such hereby again doing, praying Your Honors' mandamus of appeal with the usual clause of inhibition and communa forma.
Before me Salomon Lachaire, Public Notary, admitted, etc., and before the subscribing witnesses, appeared the worthy Thomas Hall, George Wolsey, John Laurence and Sara Brigies, wife of Carel van Brugge, of this city inhabitants, known to me, the Notary, all of competent age, and have, at the request of the magistrates of Gravesend on Long Island, but to the wrong or prejudice of no man but in favor of justice, attested, testified and declared, so doing hereby, that it is true and truthful and by them, the deponents, certainly known, that Lady Debora Moedy and her associates did in the year 1643 come to dwell in the place now called Gravesend, with the consent of the late Honorable Director General Willem Kieft, of laudable memory, which they, the deponents, if necessary and when required, could affirm by oath. Done without fraud at Amsterdam in New Netherland this 5th January 1662, in the presence of Captain Nuton and Carel van Brugge, credible witnesses hereunto invited, who have signed these with the deponents.

Brian Newton
Carel van Brugge, testes

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Burger Joris, Sybout Claessen, Egbert van Borsen, Jacob van Kouwenhoven and Barent Jacobsen Kool, Abraham Pieters, miller, of this city burgurers, of competent age, to me the Notary known, and have at the request of the Magistrate of Gravesend, declared, attended and testified, so doing hereby, that it is true and truthful and to them the deponents certainly known that in the spring of the year 1643, Lady Debora Moedy and her associates came to inhabit and did begin to plant at the place now called Gravesend, by order and with the consent of the late Honorable Director General Willem Kieft of laudable memory and that they in the winter following, were by the Indian war, driven off to the village of Amersfoort, and there remained until the end of the aforesaid war; concluding herewith their deposition, being ready if need be, and required, further to affirm. Done without fraud, at Amsterdam in New Netherland, the 6th January 1602, in the presence of Anthony de Mill and Symon Harmensen Kort, witnesses hereunto invited, and have signed these with the deponents.

Anthony de Mill
Simon Hermans Cort

At the house of
Jacob Wolphertsen

In my presence
THE REGISTER OF SALOMON LACHAIRE

The Magistrates of Gravesend

5 Jan NB.

For my journey to Joris Wolsy fl. 1.10.
For the affidavit 1.10.

6 ditto

For my going with them 1.10.
For my affidavit 1.10.
For two copies 2.
For my going with them to 1.

Paid

1662.

On the 7th January, Jacob Vis was served in the name of Pelgrom Clocq by Marshal van Elslant with the judgment dated first of November 1661 and gave for answer thereto, that he referred to the minute dated 6th Xbr 1661.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Marritie Ariaens, wife of Thomas Faerix, at present an inhabitant of the town of Bergen, who at the request of Jochim Beekman, but to no man's wrong or prejudice, but in favor of justice, declared that it is true and truthful, and well remembered by her, the deponent, that at the close of last summer she, the deponent, hath heard and seen Peter Smit in the house of the requirant make a great uproar, scolding, saying among other things that he, deponent [sic] did not act like an honest man but as a rogue, and other words to which she, the deponent, paid no heed, except so far as that the aforesaid Pieter Smit threatened the deponent [sic] if he were there and had a knife he would go to his heart. She, the deponent, concluding herewith her deposition, ready if necessary and required further to affirm. Done without fraud at Amsterdam in New Netherland in the presence of Jacob Vis and Tomas Frerix, witnesses hereunto invited, on the 9th January 1662.

Thomas Frederick, Sr. This is the X mark of Maritie Ariaens
Jacob Vis
Copy hereof give to the Schout Tom. Pynfel In my presence, quod attestor

Before me, Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Grietie Provoost, wife of Pieter Janse Schol, of this city burger, to me Notary known, and hath at the request of Mr. Nicolaes Mayer, merchant here, declared, attested and testified, as she hereby doth, but to no man's wrong or prejudice, but in favor of justice, that it is true and truthful that in the first of last week, she the deponent was at the house of the requirant
where the wife of Siggamones Luyckas, dwelling at N. Haerlem
came, offering to sell the requirant a plantation at New
Haerlem, and that the requirant said, If I should buy your
plantation, I must speak not only to you, but to your husband.
Further the deponent declared that the said Siggemones Luyckas
on Saturday last came with his wife, both sober, to the re­
quirant's house, and as before offering his plantation at New
Haerlem for sale, and that the requirant before making any offer
said: You know that your land is incumbered with a charge of
eight guilders the morgen, but that must be at your charge, for
I will have nothing to do with it; in like manner you must de­
 deliver me the deed of the land free, and we agree I shall then
pay you down. Whereupon they came to haggle and finally ag­
reed for four hundred guilders in wampum to wit: for the
abovenamed Siggemons' allotment at New Haerlem, with house and
barn as the same now stand, and seven skepels winter grain
sowed. Concluding herewith her deposition, being ready when
necessary and being required the same further to affirm. Done
without fraud at Amsterdam in New Netherland in the presence
of Jacob Vis and Symon Harmens Kort, witnesses hereunto invited,
on the 9th January 1662.

Jacob Vis
Simon Hermens Cort
Me present

The Humble Petition of Nora Houlderen of Flushing

To the Right Honoroble the
General of New Netherland.

Your poor petitioner humbly showeth her miserable condition
and situation caused by her husband Denis Houlderen's immoderate
drunkenness and most unseemly life, tending not only to the
utter ruin, yea to the beggary of me and my children, but I
run in daily danger of my life, [he] constantly inflicting on
me intolerable blows, calling me all the bad names he can think
of, and this is his daily work, besides his adulterous de­
filing of the marriage bed, the just cause of separation.
Therefore, to prevent further evil which threatened me and my
children, I humbly pray Your Honors that Your Honors will please
to grant me a bill of divorce; so doing praying for you and
yours I remain Your Honors to command.

The mark of Nora Houldren

Translation.

Right Honoroble General. We the undersigned bear witness
that Denis Houlderen of whom this woman complains is a constant
annoyance to us by his evil life; so is his wife, as exclusive
of this, he has caused us much trouble, so that no warning nor
good admonition hath any effect on him. Remaining Your Honors'  
at command

from Flushing the 9th January 1662

Signed

William Laurens
Edwart ffarrington
William Noble
Frans Jansen van Hooghten
Rejoinder,
contra
Wessel Everts

To the Honorable Burgomasters and
Schepens of New Amsterdam in New
Netherland

Honorable Lords:

Frans Jansen van Hooghten, as he states according to Your Honors' order date 21 Xber 1661, says by way of rejoinder, he persists in his well-founded written answer, repeats the same hereby, and passing by the plaintiff's pretended multitudinous exceptions, rules of law, and purposely irrelevant allegations, only remarks to Your Honors: That the remonstrant Wessel Everts hath by petition requested of Your Honors when he was in difference with the plaintiff, that arbitrators may be authorized to inspect and estimate the work, also that copy of the abovementioned petition being granted to the plaintiff, he consented in writing thereto, and by Your Honors on the 17 May 1661 Messrs. Nicolaes de Mayer and Robbert Roilants were to that end authorised, in virtue of whose definitive award plaintiff is acting as is more fully shown by the answer, and that these authorized persons not without consent of parties have disposed is shown by the case itself; for not those authorized, but the remonstrant and plaintiff requested the Honorable Court to appoint a committee of arbitrators and then appearing before them, offering for their consideration their lawsuit and difference, requesting inspection, taxation and decision, in the presence of the Honorable P. V. Grist and Thie. Gabry, they acknowledged them as their lawfully delegated judges and legally submitted to them. Therefore the plaintiff Frans Janse van Hooghten again concludes as by his writing dated 8th November 1661; also by his counter conclusion in his answer dated 6th Xber 1661. With costs. Extended this to two pages and delivered it the 10th January 1662: Frans debit.

To the Right Honorable the
Director General and Council of
New Netherland

The Schout and Magistrates of the town of Gravesend on Long Island respectfully represent: That in the year 1643 the first founders and inhabitants of the said town came there with the Lady Debora Moedy, deceased, and their cattle, and with the express consent, order and approbation of the Right Honorable the late Director General William Kieft of laudable memory, and Council of New Netherland, from the very first time down enjoyed and made use of Coney Island as a pasture for their cattle, together with the valleys adjacent to mow their hay, as appears by the declaration annexed. In confirmation thereof said Director General and Council, anno 1654 [sic, for 1645] have granted them letters patent of privilege and jurisdiction wherein they granted Coney Island and dependencies as a pasture and the lands on which the abovenamed town lies, for planting, to the Lady Debora Moedy, her associates and successors, as more fully appears by the aforesaid patent, who have possessed the same ever since freely and peaceable without molestation or gainsay of anyone, except some trouble with the Indians; and
although no one in the world hath any right or title to the abovementioned Coney Island, never so much as could or ought to disturb, hinder or prevent the petitioners in the peaceable and free possession of the abovenamed pasture and valley, nevertheless so it is, that one Mr. Evert Pieters and Harmen Vedder, have, in the name of one De Wolf, merchant at Amsterdam, caused to be erected this summer a salt kettle on said island which the petitioners, though unwillingly yet for peace sake, and as it did not militate to the serious prejudice of their right, have permitted. Afterwards it followed that said E. P. and H. V. in quality as aforesaid, under claim of the right which one Gysbert van Opdyck boasted to have, did give written notice on the vi Xber 1661 to the petitioners, to cause to be driven away, within twice twenty-four hours, all the town's cattle from the abovementioned Coney Island and henceforth never more to pasture thereon, on certain penalties inserted in the aforesaid written notification; whereby the petitioners, finding themselves disturbed in their peaceable possession vel quasi, humbly turn to Your Honors, praying Your Honors' mandamus whereby the petitioners representing the Town of Gravesend may be maintained in the possession, vel quasi, of the abovenamed Coney Island and dependencies thereof, in such manner as they have possessed it for the space of nineteen years without gainsay, and the abovenamed Mr. Evert Pieters and Harme Vedder be charged and commanded to withdraw the aforesaid notice and disturbance free of costs and charges, and themselves be interdicted from doing so any more, and to pay the costs incurred herein, and in case of opposition they the opponents be summoned on a certain prefixed Court Day before this Supreme Council to answer the petition of recredentie, and to proceed further as the case demands. This doing, remain.

Jacob Vis, merchant of this city, respectfully remonstrates that he on the 21st June 1661 has been required to sustain a suit before the Court of this city as plaintiff against Isaacq van der Meulen defendant on account of twenty-seven and a half beavers and some wampum, according to proof of his book, loaned to him. Defendant acknowledging to have received the same, excepted that he had an offset account; and although in the acknowledgment, condemnation, at least namplissement ought to have followed, the case in question was by those of the Court referred to arbitrators, who having heard parties not interested in the case, reported as by copy hereunto annexed appears. Whereupon it followed that on the 14th September of the same year the abovenamed Isaacq Vermeulen sued the petitioner before the Honorable Court aforesaid, demanding for 2 1/2 years' services, the sum of three hundred and seventy-five guilders Hollands and fl. 16 in beaver additional. Whereunto the petitioner answered, producing in proof thereof, two letters of the plaintiff's mother and one from the plaintiff himself, that he had promised the plaintiff no wages but only free board and passage; complaining in reconvention demands the abovementioned twenty-seven beavers and a half loaned to him, and some wampum. Whereupon the case, although from the nature and according to law not appointed thereto, is referred by the Court aforesaid to the plaintiff's oath, contrary to all equality of law, which says, that the oath supplementary of proof must be put, not to the plaintiff, but to the defendant (Barent van Sutphen folio 270 Article 13) unless the plaintiff had in his favor more than a half proof. Nevertheless the oath was immediately administered to the plaintiff, who is an inconsiderate lad of seventeen or
eighteen years apparently unacquainted with the mystery thereof, without the petitioner having been called on to see him swear or to protest against it at the hands of the Schout. Whereupon judgment followed and the petitioner was condemned to pay the demanded three hundred and seventy-five guilders Hollands currency and sixteen beavers or the value thereof within three times [sic] with costs, deducting the aforesaid twenty-seven and a half beavers sued for in reconvention, etc. as more fully appears by the judgment annexed, by which decision finding himself aggrieved [he] hath seasonably appealed therefrom. Then whereas the abovenamed Isaacq Ver Meulen a few days afterwards sailed for Holland without notifying the petitioner, who remained as his agent, and he could not prosecute his appeal. Now whereas he is served by the Marshal with notice in the name of Johannes Withart as attorney of Isaacq Vermeulen, he is advised to turn to Your Honors humbly praying Your Honors' mandamus in appeal with the clause of relief against the lapse of past time, and inhibition against the already begun execution and further in communi forma.

12 January These two petitions in appeal were drawn for Jacob Vis, one against Isaack van der Meulen, long 2 1/2 pages; the other against Hans Steyn, three and 1/2 pages long, with engrossing, together fl. 10.16.-.

Schout and Magistrates of Gravesend representing the inhabitants of the town, answer
contra
Mr. Evert Pieters and Harmen Vedder, Plaintiffs

To the Right Honorable Director General and Council of New Netherland

Honorable Lords:

The Schout and Magistrates of Gravesend, having seen the written demand and conclusion delivered to Your Honors by Mr. Evert Pieters and Harmen Vedder, agents of Dirck de Wolf, merchant at Amsterdam, respectfully answer thereto that Coney Island with the valleys thereon depending were given and granted unto Lady Debora Moedy, her associates and successors in the year 1643, both for a pasture for the cattle of the Town of Gravesend and to mow hay for themselves, by the Honorable Director William Kieft, who [Rest missing]

Before me, Salomon Lachaire, Notary Public, admitted etc., and before the underwritten witnesses appeared Manuel Pieters and Pieter Tamboer, both of competent age, free Negroes, known to me the Notary, and on the requisition of Domingo Angola, also a free Negro, but to no man's wrong or prejudice, but in favor of justice, hath testified, attested and declared that it is true and truthful that more than a year ago, with the consent of Isaac de Foreest the farmer [of the excise], the requirant presented a half barrel of beer and some eatables at the house of Cors Jansen, on a Saturday evening, to the deponents and
several other Negroes and Negresses, and that on Sunday morning, they the deponents having remained overnight with the requirant, both asked Cors Jansen if they owed anything, who answered thereupon, No not at all, for you have not drunk my drink nor eaten my food and the place I have made you a present of, but if you will do me a friendship and deliver me a hundred sticks of firewood, I shall pay you for them. They the deponents concluding herewith their deposition being ready to confirm the same on oath when necessary and required. Done without fraud at Amsterdam in New Netherland in the presence of Lambert Barents and Cornelis Dirx, witnesses hereunto invited on the 14 day of January 1662.

The mark of Lambert Barents

The mark of Manuel Pieters

The mark of Pieter Tamboer

In my presence

On the 9th February 1660, before me John Tilton, Secretary to the Council at Gravesend, appeared Anthony Jansen and Nicolaes Stillwel, and he the aforesaid Anthony acknowledges to have sold absolutely unto Nicolaes Stillwil, all his right, title and claim, both for himself, his heirs, executors, administrators and assigns, that he possesses to a certain parcel of land, with the house, barn, garden and orchard, and all privileges and appurtenances thereunto belonging which can appear and be shown by his ground brief; in like manner all that land from the common place of landing with a boat to the seashore, both upland and valley, which was lately granted him by the Right Honorable Director General of this Province etc. All which lands aforesaid are adjoining the lands of the inhabitants of this town of Gravesend, and that for the sum of sixteen hundred guilders, and a plantation with the house, garden and orchard and all privileges and appurtenances thereunto belonging situate in the town of Gravesend known by the name of Number Twenty-Nine, and the aforesaid plantation shall be delivered by N. Stillwil unto Anthony Jansen and vacated on notification, the same to be enjoyed and helden for him and his heirs without molestation from the abovenamed Stillwil or his successors, in like manner; in virtue hereof, for such is the right meaning of this contract, Anthony Jansen shall deliver on notification, unto N. Stillwil all the lands and buildings abovementioned, well fenced in, and the said sixteen hundred guilders must be paid to the abovenamed Anthony Jansen in manner as follows to wit: The first payment must be made on the 25th day of December 1660 next in corn and wampum, that is five hundred guilders in corn at current price here and three hundred guilders more in wampum making together eight hundred guilders; the other eight hundred guilders remaining of the aforesaid sum on the 25th December following, that will be in the year 1661; for which the said Nicolaes Stillwil and his heirs shall wholly and fully enjoy and possess all the abovenamed Anthony Jansen's property aforesaid without any molestation from him or his; accordingly Anthony Jansen shall deliver unto Nicholas Stilwil his ground brief of said land and further promises him all further security of any part or parcel of this purchase, as shall be consented to and allowed by the Director General etc. in like manner to ratify and confirm all the above stipulation to cause the same to be
recorded here at Gravsend or elsewhere when demanded or re­quired as firmly as can be done and as is customary in this country, the aforesaid land remaining bound in the meantime unto Anthony Jansen until the effectual payment. In witness whereof the aforesaid parties have subscribed these at Gravsend in New Netherland this 1st April 1660

We present (signed) Anthony Jansen

Jacob Curlar Nicolaes Stillwell
Jan Jansen
John Tilton

This is a true copy compared with the original

Testis John Tilton

Nota Bene Anthony Jansen hath paid me for translating this fl. 5.-.-

On the 12th January 1662 the Schout and Magistrates of Gravesend have obtained from the Director General and Council definitive judgment, whereby the claim hitherto made by Gysbert van Opdyck to Coney Island, is annulled, being the suit instituted against them by Evert Pieters and Harmen Vedder, agents of Dirck de Wolf, merchant, and I have earned the following fees from them:

5th January

For consultation given to the abovenamed magistrates respecting the said suit fl. 1. --.
For going with them to Joris Wolsey 1. --.
For affidavit with engrossing 2.10.--

6 ditto
For going with them to divers persons 2. --.
For 1 affidavit and engrossing 2. --.
For going with them to Mr. Decker 1. --.

7 ditto
For hearing 22 persons at Gravesend in English 6. --.
For translating the same into Dutch 4. --.
For the answer 3. 4.--

24. 4.--

Furnished copy of this account to the Schout of Gravesend on the 16 January 1662, who promised to pay me in grey peas at beavers price.
Received of William Willkens in payment of the above account, eight skepels of grey peas; have paid the freight thereof. The peas @ fl. 3 per skepel fl. 24.-.

January

Inventory of the Papers which Frans Jansen, Defendant, shall produce to the Court of this City contra Wessel Everts.

1. Acte of Reference (renovi) dated 17th May 1661.
2. Petition of Wessel Everts, 10 May 1661.
3. Minute from the records dated 8th November including declaration of Frans Jansen with the Marshal's return dated 14 November 1661.
4. Answer.
5. Rejoinder.
6. Award of the arbitrators dated July 1661 with Marshal's return dated 15, 16 and 18 July 1661.

Copy hereof delivered to van Vleck and his reply received.

20th Copied for Jacob Vis two mandamus and two petitions of appeal, together with nine pages fl. 9.-.

21.

For Burger Joris and Daniel Withet drew an affidavit, with my journey fl. 2.10.
For copy translated into English 1.10.
For an English power of attorney 1.10.

Dr. heavy money 5.10.
light money 2.15.

Inventory of all the documents which Frans Jansen van Hooghten, Defendant in this case, is to deliver unto the Honorable Court of this City for and against Wessel Everts Opposant and Plaintiff, with a brief explanation on each paper, why it was produced.

First. Frans Jansen van Hooghten, defendant in this case, produces this his inventory marked Letter A.

Power of attorney is unnecessary, as the suit is maintained and carried on in the presence of the defendant.
Secondly, Defendant produces copy of the petition of Wessel Everts, dated 10th May 1661 marked B.

and proves thereby that the opposant and plaintiff first denying the agreement made respecting the labor wages of the house in question, prays that arbitrators may be appointed to look at and estimate the work, which petition, inasmuch as the defendant in this case could not prove the contrary with any written evidence, was allowed by the defendant and the Honorable Court and so disposed.

Defendant again produces, in order to show the same clearly, the minute of reference, dated 17 May 1661 marked C.

Whereupon it follows that Nicolaes de Meyer and Robert Roelant, at the request of parties, and in the presence of the Honorable Paulus van der Grist and Timotheus Gabry have visited and estimated the work in question: yea, reconciled at once and satisfactorily the parties.

In order to prove the same, produces the award of the arbitrators, Nicolaes de Meyer and Robert Roelants marked D.

Whereunto is annexed the return of the Marshal dated 15, 16 and 18 July, showing that the Notary Tielman van Vleeck hath given occasion for this suit against the right intention of the plaintiff and opposant, who, as appears by the last return, promises to pay as soon as he possibly can; this compared with the report of the abovementioned arbitration confirms the case.

Defendant in this case also produces the extract from the minutes, dated 8th November 1661. Letter E.

Showing that he has patiently but in vain waited for the promised payment since the 18th July, being more than 2 1/2 months. When the plaintiff then defendant still unprepared for this obstinate suit, was ordered by this Court to produce on the next Court Day what he had against the work, on pain of forfeiting his right, and in default thereof is ordered to pay.

The opposant and plaintiff is bound to produce his declaration; if not, defendant produces a copy of his remonstrance, F.

Defendant in this case produces in opposition his written answer, marked G.

The opposant and plaintiff is bound to produce, if not the defendant in this case produces, copy of it, marked Letter H.

Defendant in this case produces against it his well-founded rejoinder, marked Letter I.

The opposant and plaintiff is bound to produce, if not defendant herein produces, copy of the affidavit of Asser Levy, a Jew, marked K.

and says, so far as is necessary for excepting to said affidavit - although he does not depose to the purpose, for what he there mentions was all debated and terminated before the arbitrators - that according to law one single witness does constitute proof.
That the Jew hath instituted this action, certainly the
greater part of it, in his private name against the de­
fendant in this case, as recorded in the minutes dated
3rd May 1661, and therefore, if not a party interested -
which is to be presumed, for otherwise he would not have
instituted at that time the action against the defendant
in this case, well knowing that he as tenant was not
qualified so to do - is at least the informer or accuser,
wherefore he can not testify against the defendant whom he
complained of on the 3rd May as aforesaid.

Secondly, That the affidavit does not accord with the
premises proposed; for the plaintiff speaks in his reply
of two hundred guilders which he has lost by the non­
completing of the house, appealing to the testimony of the
Jew aforesaid, who, however, as it appears, was not willing
to spin so coarse, being ashamed that he for so small a
reason - a half day that he had stored in the plaintiff's
old house some goods, quasi suis to constitute this action
- should be willing to ask two hundred guilders.

Thirdly, That in law, one single witness is not
sufficient proof.

Further produces inventory of party, Letter L.

Therefore, the opposant and plaintiff's produced affidavit
for the verification of his intention is of no avail, and in
order still further to explain to Your Honors the state of this
suit, the defendant in this case proceeds to his

Deduction

The question which is to be decided herein consists only
of this, to wit: Whether the opposant and plaintiff after the
Court had, at his request, referred the difference which he had
in this case with the defendant to the decision of arbitrators,
and having obtained, approved and admitted their award which
he sought, can reject their award and again instituting a new
suit, help himself with a verbal agreement which produced in
his first petition under Letter B he hath absolutely denied.

Then is he not bound to be satisfied with the requested
and once approved valuation and award of arbitrators and to pay
down and de facto, agreeably thereto the balance of the esti­
mated labor wages being fl. 314 with the interest and costs
incurred herein?

And in order properly to show this, Your Honors will please
remark, that it makes no difference whether a man confesses and
acknowledges before the judge or before arbitrators that to be
true which any one proposes and therefore proves against him
(see B.V. Sutfen, fol. 13, art 2). Now the case is, that the
defendant hath laid before the arbitrators the conditions of the
agreement and that by alteration of the work and the delay of
the opposant and plaintiff who was bound to cover the house be­
fore the winter, so that the defendant might be able to have the
inside work done in case of inclement weather, and that he was
therein behindhand full two months, which being notorious truth
the opposant then acknowledged, for which reason apparently the
arbitrators have paid no regard to the pretended damage, being
unfounded; for who so will prosecute his right to the uttermost,
must strictly fulfill and perform on his side the conditions;
otherwise the party cannot be constrained to the fulfillment of his conditional promise. Add to this the approbation and satisfaction which party expressed with the rendered award, as appears by the affirmation of the aforesaid arbitration produced under Letter [blank]; also by the last return of the Marshal hereunto annexed; whereby said award hath as much force as a definitive judgment pronounced by the competent judge; so that the same carries with it both power to act therefrom and exception peremptoire, for a defense against the opposant (See B.V. Sutfen folio 45, art. xiv).

That now, therefore, the defendant in this case is no longer bound by the verbal promise of intending to get the house ready and being paid out of the rent, as the opposant and plaintiff endeavors to prove by the affidavit of Asser Levy, but which is disavowed by the defendant though he would not deny that sometimes indeed on being importuned by said Jew, he might have said, Yes, I will do my best if the weather be fine; it will not make much difference if the boards can only be dry so soon, and such like; but he no wise said or thought of being paid out of the rent. I say that, if such were promised (though not) that they are no longer binding. For a promise is binding as regards present, not future, action (see B.V. Sutf. 61, art. 2) and the action which was at the time of the pretended promise arose from their joint verbal agreement, wherein the defendant in this case was promised fl. 690 for making the house in question, which verbal agreement being denied by the opposant and plaintiff on the 10th May 1661 in a petition, that action ceased, and by the arbitration and valuation of impartial persons, a new action was created, of fl. 580, money down.

So that the opposant and plaintiff is at once unfounded in his demand and opposition, and on the contrary obliged and bound to fulfill and perform the award of said arbitrators, in virtue of the rendered approval, although indeed no [blank] precedes it (see B.V. Sutfen, folio 49, art. 6).

Wherefore the defendant in this case again concludes that the opposant and plaintiff's rendered demand and taken conclusion shall be dismissed with absolution of the motion and complaint, and be in addition condemned to pay de facto to the defendant the sum of fl. 314 balance of the earned labor wages, with interest and costs of this suit.

25 January

<table>
<thead>
<tr>
<th>Frans Jansen van Hooghten</th>
<th>Dr.</th>
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<tr>
<td>To inventory and deduction, 6 pp.</td>
<td>fl. 12.--.--.</td>
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<td>To copy of acte of authorization</td>
<td>-.12.-</td>
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<tr>
<td>To copy of the Marshal's return</td>
<td>-. 6.-</td>
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1662, 25 January

Tobias Feekx hath shown me divers English documents, and asked if it were advisable for him to institute his action
against William Hallet before the Supreme Council. Having heard his intention, I have advised him, first to carry him as far as he can before his competent Court and to appeal for the rest.

Jacob Vis, Impetrant in appeal, contra Johannes Withart, Agent of Isaac Vermuelen, Defendant

To the Honorable Director General and Council of New Netherland

The petitioner concludes for the intervention of the clause of relief according to its form and tenor, because the plaintiff has departed without letting the petitioner know who remained his agent; and further in appeal for the annulling or correction of the judgment in question, because the disposition made by the Court of this city therein is not according to the exigency of the case nor according to law; for the petitioner, then the defendant, hath produced three letters, one from the plaintiff Isaac Vermeulen who was given him as apprentice by the petitioner's master, was not promised any clothes or wages but only free board and drink and passage out and home; and it appears by her first letter dated 1st December 1657, that whatever the petitioner may disburse for necessaries to the said boy, the mother pledged herself to pay the same; who in her second letter of the year 1658, complains that it falls heavy on her every year to find him in clothes, and requests therefore that the petitioner should help her son to another master if he left the country, so that he may gain some profit or earn something; otherwise to let him return home; also, by said Isaac Vermeulin's letter, written by himself, saying, I have been your apprentice long enough; further on, You shall not always board me; and further, As I cannot see much for my advantage here. Which letters aforesaid if not sufficient proof are at least strong presumption. Wherefore the oath supplementary of proof ought in no wise have been presented to the abovenamed Vermeulen, then plaintiff in convention, he having not the slightest evidence or presumption in his favor, but on the contrary to the petitioner having in his favor so much and more than semi-plene proof, and therefore that, regardless of the erroneously taken oath, doing what the judge in the first instance ought to do, the defendant's entered complaint and conclusion there adopted be dismissed and the petitioner be adjudged his demand in reconvention for the sum of twenty-seven and a half beavers, money disbursed according to his own acknowledgement.

To the Same

Jacob Vis, Petitioner in appeal contra Hans Steyn, Defendant

Petitioner concludes for the annulling and correction of the judgment in question hereunto annexed, so far as appealed from, as the defendant has not proved his intention as he ought,
but hath helped himself with a forged account, issued without the knowledge, or order and in the name of the petitioner as if extracted from his book, which is untrue; and whereas those of the Court of this City gave judgment on the 6th Xber 1661 finding that the exhibited account does not agree with the books of the petitioner from which Notary Clocq should have extracted them, which the petitioner hath proved as clear as day on the trial, as is to be seen by his inventory marked Letter A hereunto annexed; also that made-up account was prepared from the writings and accounts of the defendant alone, so far as regards the items in question. Wherefore he prays that Your Honors, doing what the judges in the first instance ought to have done, will dismiss the defendant's complaint and conclusion there made and taken and order him first and foremost to deduct the item pointed out as overcharged in the account; which being done, to agree with the petitioner respecting the reduction of the wampum. With costs.

Nota.

These two preceding demands drawn up for Jacob Vis and furnishing his papers together fl. 6.-.-

1662 27th January, have I, Salomon Lachaire, Notary Public, admitted etc., proceeded with Jacobus Vis, and in the presence of Hendrick van Dyck, former Fiscal, Jan de Jongh and Hendrick Kleermaker to the Broadway within this city, by the Landgate, and there turning the catch opened the door of a certain house standing north of the Honorable Company's garden, belonging to the abovenamed Vis, leased to one Wessel Wesselsen, and entering there found the house vacant and uninhabited, no furniture in it except an old pan, an empty little pot, and the straw bed; going out, found that the bolt of the door inside was broken off; and said Vis requested a minute hereof to be made as is proper, to make use thereof as circumstances require. In testimony whereof I have written these presents in my register, date as above.


28th

Copied for ditto three affidavits, together five pages and sent them to de Vos fl. 5.-.-

ditto

And to Claes van Elslant, the younger, received from him copy out of the bill of sale of Jacob Sam, dated 17 January 1660.
Respectfully showeth, Gerrit van Tright that he, petitioner, hath understood that the moneys produced by the goods of Boudewyn van Nieulant are brought in consignment in order to be distributed to those entitled thereto. It is now so, and it has appeared to Your Honors in the suit, that not only the abovenamed Nieulant has remained bail, as principal, for Nic. Boot in the sum of fl. 550 in tobacco, but also, over and above that the petitioner, having in pledge the aforesaid goods, hath advanced to him, Nieulant aforesaid, in divers items fl. 82.11; which sum aforesaid of fl. 82.11 with the costs of suit, the petitioner respectfully thinks ought to be allowed him provisionally out of the moneys produced by the said Boudewyn's goods sold by execution. Wherefore the petitioner hereby humbly turning to Your Honors prays an apostil on the margin hereof, in virtue of which the petitioner may be authorized to raise and receive the said fl. 82.11 with the costs of suit, from the hands of the vendue master, or where the same are deposited.

Delivered copy hereof to Mr. Gerrit van Tright the 28th January 1662.

1662, this day, the 28th January, Pieter van Kouwenhoven hath withdrawm from the hands of me Salomon Lachaire a note for the sum of fl. 256 wampum, which the late Wolphert Gerrits van Kouwenhoven owed to Jacob Vis, having written on the back how and to whom it is paid, which the Honorable Court ordered to be restored on pain of imprisonment. Witness his hand signature.

Pieter Couhoven

Before me Salomon Lachaire, Notary Public, admitted, etc., and the undernamed witnesses, appeared Hendrick Sweers, resident in the Waeleboght, being of competent age, known to me the Notary, and hath, at the requisition of Evert Dircke van As, attested, testified and declared, that it is true and truthful and well known to him, the deponent, that Dirck Smit agreed with the requirant to deliver him another ship's head for his sloop, on condition of receiving from the said Dirck Smit, in return, the above already delivered ship's head, which did not please him, a half barrel of beer and two skepels of wheat, the deponent giving as a reason for his knowledge, that he was present at the aforesaid agreement near the bush for wood, and the requirant helped him to chop; concluding herewith his deposition, being ready when necessary and required, to confirm the same by oath. Done without fraud, at Amsterdam in New Netherland in the presence of Claes Marechal and Jacob Vis, trustworthy witnesses hereunto invited. On the 30th January 1662.

Claes Marechael Hendrick Sweers

In my presence
Before me Salomon Lachaire, Notary Public, admitted etc., and before the undersigned witnesses, appeared Mr. Joan de la Montagne, Junr., resident at New Haerlem, to me the Notary know, and hath in the most valid form constituted and empowered, so doing hereby, Mr. Issaq de Forest, brewer, inhabitant of this city, specially for and on the behalf of the constituent, and in his name to transport and convey unto Mr. Johannes Vervelen or to any person else he may appoint, a certain the constituent's late garden and orchard situate within this city; being bounded on the west by the garden and lot of the Honorable Commissary Joan de Lamontagne, north the Honourable Coun­ciller Fiscal Nicasius de Sille, east Mr. Augustyn Heermans and this in virtue of a deed made by Symon Joosten to the con­stituent, with all such right and action of property, existing and dominant services and rights, as the constituent then possessed the same by virtue of his aforesaid deed and hath sold to the constituted; also, in the name of the constituent, to cede, and desist from all action, right and pretension how­soever named, which the constituent ever owned to the garden and orchard aforesaid, nothing in the world reserved; hereby promising absolutely all whatever shall be done and performed by the constituted pursuant to, and in virtue of these, to hold and on his part to cause to be held good, firm and irrevocable; not to do, nor allow to be done anything in any wise contrary hereunto, in law or out of law, under penalty as provided by law, on condition that the constituted shall be bound under like penalty duly to vindicate his doings, action and trans­action herein. Done without fraud at Amsterdam in New Nether­land, in the presence of Jacob Vis and Joseph Waldron, trust­worthy witnesses hereunto invited, on the first day of February 1662.

Jacob Vis J. lamontagne Junior
Joseph Waldron In my presence
rear, front and side walls tight with clapboards or plank at the option of the proprietor; in the aforesaid house two bedsteads, with two closets and clapboards above the bedsteads, a middle partition with a door alongside the chimney; further to make the roof of the house fit for clapboards; in the front one two-pane, window and one window in the rear; to make all the doors and windows necessarily belonging in and to the aforesaid house to open and shut, and the proprietor is bound promptly to deliver on the ground, without keeping the contractor waiting, good, well-prepared square timber, and further all the materials thereunto belonging; therefore the contractor shall be bound to go to work next Monday and to remain at work until the job is completed, without being at liberty to undertake any other job without the consent of the proprietor. For the construction of the aforesaid house the proprietor hath promised and the contractor agreed during the time he is employed at the work free board and lodging and in addition thereto once the sum of three hundred and twenty guilders in wampum and so much good blue cloth as will make him a coat, and a pair of shoes for the contractor's little son; the first installment, being one hundred and sixty guilders, shall be paid when the aforesaid house is set up, and the second payment, being a like sum of one hundred and sixty guilders, so soon as the aforesaid house shall be built in conformity to the aforesaid. All which aforesaid the respective parties on both sides promise effectually to fulfill and perform, under bond as by law provided. Done in good faith at Amsterdam in New Netherland this 3 day February 1662. Present Gerrit Hendrix and Claes Tysen, witnesses thereunto invited.

Gerrit Hendryckx
Claes Tisen

Mr. Paulus van der beke
Simon Hermans Cort

Journey, Mr. P. debit

Salomon Lachaire

Not. Pub.

1662.
5 February

Delivered copy of the receipt of Dirck Karstens to N. Mayer debit fl. 1.-

6 ditto.

Delivered to Mr. Councillor Joan de Decker copy of obligation which Adrian Symon hath against Jan Stocker, which obligation is pawned to said Decker by obligation dated 6th Xber Ao. 1661. Vide Register fol. 36. Adriaen Sym debit fl. 1.-
Jochum Beekman, Plaintiff in a case of Slander contra Pieter Smit, Defendant in the same case.

To the Honorable Burgomasters and Schepens of this city Amsterdam in New Netherland

Honorable Lords:

Plaintiff complains again and hath formerly proved by affidavit of Markus Pietersen and Gerrit Sebes, also by extract from the minutes of Court dated 15th November 1661, hereunto annexed, as he further proved by the affidavit of Maritie Adriaens herewith, that the defendant hath gravely slandered, vilified yea treated him with force and violence in his own house, the which the plaintiff, being without boasting an honest burgher of this city, is in no wise disposed to bear, and living under Your Honors' protection, by whom when requested as the plaintiff hereby again is doing, every subject is maintained and protected in his peace and freedom. Wherefore the plaintiff again concludes that the defendant shall be condemned honorably and profitably to repair the committed injury done to the defendant so as Your Honors according to the exigency of the case in their most wise discretion shall find proper, and moreover to pay the costs incurred herein.

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses, appeared Pieter Schafbanck, Marshal, who declared that it is true and truthful that he the deponent at the request of Paulus van der Beke, at the time farmer of the burgher excise on wine and beer within this city, was with Officer Pieter Tonneman and the requirant in the quality aforesaid to the house of Jurien Janse, cooper, in order to gauge and inspect, where the door was shut and that he, the deponent, by order of the requirant went to the brewery of Mr. Johannes Vervelen and hauled the abovenamed Jeuriaen Janse thence, who apologized for not having the key of the door, but acknowledged at once that he had an anker of brandy at home, which he had received from the ship S. Jan Baptist, which in consequence of a bilge in the staves was not entirely full. He had sold it to Mr. Joannes de Peyster. Further the deponent declared that he went, at the request of the abovenamed Jeuriaens, to Pearl Street, to look up his wife who, he said, had the key of the door, but did not find her there. Concluding herewith his deposition, being ready when necessary and required to confirm the same by oath. Done without fraud at Amsterdam in New Netherland in the presence of Jacob Vis, Rutger Willems, witnesses hereunto requested, on the 7th February 1662.

Jacob Vis
Rutgther Willems

In my presence
Salomon Lachaire, Not Pub.

Pyeter Schafbanck
Court Messenger

Mr. Paulus owes for the above
Delivered copy hereof to DeVos
Instituting suit

f1. 1.10.-
1. -.--
1. -.--
To the Honorable the Director General and Council of New Netherland.

Most humbly showeth, Robert Hobbes, an inhabitant of Flushing on Long Island, that he the petitioner having on the 18th February of the year 1661 purchased of William Hallet, also an inhabitant there, a house, garden and orchard according to the bill of sale thereof herewith translated for which he would be now indebted the first installment, being two hundred guilders from this crop, and being summoned by the abovenamed Hallet before the Court of Flushing on an extraordinary Court Day, he acknowledged the debt; but whereas the abovementioned house, garden and orchard with about two acres of land have not been, up to this time, legally conveyed to him, and Tobias Feeckex, also an inhabitant there, claims the property and cattle of the ground whereon stand the aforesaid house and barn, and announced the same to the petitioner, the latter concludes by form of reconvention to the end that the deed should be delivered him in due form, the rather as he hath given his obligation in form of a bond to pay by installments, and further that the abovenamed Hallet should protect and defend him, the petitioner, against the claim of Tobias Feeckx aforesaid, and moreover restore such fruit trees as he hath in the petitioner's absence removed from the abovementioned orchard more than belonged to him; and though those of the Court aforesaid had well ought to decide both on the reconvention and on the convention it was pleased, nevertheless, simply to condemn the petitioner, in virtue of his acknowledgment and obligation, to pay the first installment on the said purchased house and dependencies, amounting to the sum of two hundred guilders precisely within ten days' time, with the costs of the Court, and so long suspending the petitioner's entered reconvention; and whereas the petitioner is a poor, sickly plain man, not skilled in the law, and still less provided with means to plead, burthened with a wife and six little innocent children to maintain for whom he hath no more than the labor of his hands, one cow and two calves, he is greatly afraid that as soon as the said ten days have expired, said judgment, copy whereof he has sought, but could not obtain, shall be put in execution; and whereas the petitioner with his poor innocent little children will be thrust out on the road in the severest of the winter and totally ruined and destroyed, therefore he finds himself necessitated to fly to Your Honors, most humbly praying Your Honorable Lordships' order on the margin hereof, whereby the aforesaid William Hallet may be interdicted on certain severe penalty to be forfeited to the Supreme Court, to put into execution said erroneously rendered judgment against the petitioner or his effects before he hath legally conveyed to the petitioner the deed of said house and land made good the guarantee against Tobias Feeckx's claim and restored the fruit trees in excess which he hath removed, or settled with the petitioner for them and to pay the costs incurred herein, and in case of opposition said penal interdiction may be in force so long as until parties being heard, Your Honors shall otherwise order, either that the opposant be summoned to appear before this High Court to explain the reasons thereof, to hear and to answer to such demand and conclusion as the petitioner shall then make.

Copy of Apostil

Before executing the judgment herein mentioned, parties are ordered to personally appear before the Director General
9 February 1662.

Copy hereof was give to Robert Hobbs and made him a present of my fees.

Translation.

The 4th February, Anno 1662, New Style.

No. 1.

We the underwritten do hereby testify that Nicolaes Stillwell hath at divers time offered to Anthony Jansen to submit the question and controversy which is at present between the aforesaid Stillwil and Anthony Jansen respecting the land formerly sold by said Anthony to Stillwil, to the decision and determination of four impartial men to be chosen by parties, be they Dutch or English, which the said Anthony refused to do. We shall confirm the same by oath if necessary and when required.

Signed, Richd Richardson,
Nathaniel Britton

No. 2. Translation. The declaration of Thomas Morrel.

Deponent saith that he was at the house of Mr. Nicolaes Stillwil with Anthony Jansen, and the said Anthony went with them out by the old barn and showed or explained to them all the hook of land from the usual landing place down to the seashore to Coney Island, saying that it belonged to him. In the presence of the Magistrates of Gravesend, the 23rd January 1661.

(signed) The mark $\H$ of Thomas Morrel

Will Goulden, clerk.

No. 3 In Dutch, signed J. v. Curler

No. 4.

This witnesseth for whom it may concern, that I, Gerrit Seggers, being formerly employed on the land of Anthony Jansen, to wit, that land or bouwery which the abovenamed Anthony lately sold to N: Stillwil, that he, the said Anthony Janse had leased to me a certain portion of land to plant thereon, to cultivate and to make use of for a certain time, in which was included the hook of land lying nearby the seashore, which is at present in dispute between the abovenamed Anthony and Nicolaes Stillwil, which aforesaid hook of land he, the aforesaid Anthony, had further leased to me, claiming it at that time as his own land, which I also declare to be the truth, and in testimony of the truth have signed on the 31st January 1662.

signed Gerrit Segers.
Translation

The Declaration of Nicolaes Stilwil concerning the difference or point in his dispute between him and Anthony Jansen of Gravesend exhibited before the Director General and Council of New Netherland.

Honorable Lords:

The abovenamed declarant says that said Anthony Jansen came to his house about one month before the last payment, being eight hundred guilders, fell due and asked what the declarant will give for pay; if corn, he would go to the Manathans and agree with the brewers. Whereupon declarant answered, You can well save the trouble of agreeing with any of the brewers, for I said, Your money is ready - and thereupon showed him about six hundred guilders in wampum, saying, the balance being two hundred guilders, I shall immediately point out to you where to receive it, on condition that you give and deliver to me what you have sold to me according to the bill of sale thereof signed by you.

About three weeks afterwards the abovenamed Anthony returned for the second time, with two or three others, when the declarant again said, The money is now ready for you, provided that you, on your side, perform all that you are bound to do according to the bill of sale. Whereupon the said Anthony showed his patent which was read aloud before the friends present; after which the declarant said to Anthony Jansen, Is there any mention in the patent of the hook of land on the seashore, which is particularly specified in the bill of sale, being the point in dispute, which the declarant is offering in virtue of said bill of sale. Whereupon the abovenamed Anthony Jansen replied that the abovenamed hook was his own land, having obtained a patent thereof which is in the hands of Jacus the surveyor. Whereupon his brother-in-law there present said, Father, you have made over your right out of your hand and now it appears that you stand upon trifles.

Finally, the declarant offered that if he, the abovenamed Anthony, would choose two impartial men on his side, he would in like manner, name two and refer the matter to them, to be decided wholly between them, which Anthony Jansen refused. Further, the declarant, on the 27th December 1661 accompanied by the Schout and Clerk of Gravesend, went to the house of the abovenamed Anthony Jansen, saying to him that his pay was then ready, and would be now ready if and so soon as he performed the condition according to the bill of sale; telling him again in the presence of the aforesaid Schout and Clerk that he would unwillingly go to law, and would rather that he would leave their difference to the decision of four impartial men. The Declarant offers to prove by sufficient witnesses the truth of all that is herein above mentioned, if necessary.

1662. 10 February

Mr. Nicolaes Stillwil

To translation of the bill of sale between him and Anthony Jansen fl. 5.--.--.

To translating his declaration 5.--.--.
To translating an affidavit of Rich Richardson and Nathaniel Britten

To one ditto of Gerrit Segers

To one ditto of Thomas Morrel

To a consultation about the suit with Anthony Jansen advising him to defend and as defendant, acting in convention, to stand on the offer and tender of payment made in the presence of the Schout and Clerk of Gravesend on the 17 December 1661 and in reconvention to conclude for fulfillment of the purchase according to the bill of sale, and to give bail for the eviction; advising him further of the affidavit of Gerrit Segers, as it is especially to the purpose, so if possible to look up more evidence.

To the Honorable Burgomasters and Schepens of this city Amsterdam in New Netherland.

Most respectfully showeth Frans Jansen van Hooghten, carpenter, that he having obtained the judgement pronounced by Your Honors on 31 January in the case between him and Wessel Evertsen, whereby the said Wessel is condemned according to the award of arbitrators to pay for the labor wages of his house the sum of five hundred and eighty guilders, which is just, but the petitioner to his great surprise and discontent hath seen besides, that he, contrary to all reason and fairness, is condemned to pay his own costs, without any consideration being paid to his accrued interest and loss of time by the delay and obstinate proceedings of said Wessel Everts; whereby the petitioner, feeling (under correction) himself aggrieved, inasmuch as he hath not acted from any other cause, nor produced any other proofs than he then as plaintiff exhibited on the 8th November, being the award of good men, whereby said Wessel Everts, after all rendered unprofitable proceedings, was condemned and consequently, as an evil opposant ought to be, if not in damages and interest, at least in the costs of the suit. Wherefore the petitioner, turning to Your Honors, prays, inasmuch as he cannot see any reason why he is condemned in the costs which he, as defendant, must necessarily have incurred, that Your Honors would be pleased to admit him the petitioner a rehearing, in regard to the interest and costs of suit, which etc.

Frans Jansen Dr. to petition for rehearing fl. 2.--.

Nicolaes de Meyer Dr.

To an obligation under the hand for fl. 320 against Andries Rees fl. 1.10.--

my boy 1.--.
15th February Nicolaes Stillwil Dr.

To two days journey to New Utrecht fl. 8.--.-
To an affidavit of Hendrick Matysen 1.10.-

Received from Nicolaes Carter so that I am even with him to this date fl. 15.--.-

21 February.

Paid for wood to Ariaen Cornelis, comrade of De Graef and Hooglant fl. 9.--.-
Remains for them yet fl. 5. Paid this to De Graef.

23rd Jan Gilles de Jongh Dr.

To my going to Secretary Nevius; got his petition and handed it to the Marshal to notify Mr. Joannes van Brugge, curator of the intestate estate of Reyndert Jansen Hoorn, comes together fl. 2.--.-

Gerrit van Tright Dr.

For his petition communicated to him and a consultation thereupon - two journeys fl. 2.--.-

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council at Amsterdam in New Netherland residing, and before the undesignated witnesses, appeared Richard Smith of Setoket and Claes Arents, an inhabitant of this city known to me the Notary, and declared to have agreed on the following conditions, that is: Richard Smith hath leased unto Claes Arents a house, barn, garden, orchard and all the land of two lots besides three or four acres, being altogether about eight ten morgens, situate at Middelburgh, with four young work oxen to be employed on the same land and for his necessary service, but not for the work of others, unless in the harvest or hay time for a day or two or three; further the abovementioned Richard shall deliver to him four young milch cows, either in calf or with the calves by their sides, with four sows, all to be delivered at the house aforesaid in the month of May or June next; which cattle shall be properly used and provided with fodder by the lessee, for which he shall receive half the increase on payment as rent of the four cows sixty pounds of butter yearly and for the use of the land half the produce grown thereon besides the garden, which aforesaid land shall be used by the lessee for the term of six consecutive years. The lessee shall at his expense strip the fruit trees and cut and thresh the grain, and deliver half of all the crop, either at Neutuyn [Newtown] at the mill or at Mespats Kill, at the choice of the lessor. The fence and barn shall be repaired.
from time to time by the lessee, but the lessor shall deliver
the nails for that purpose, also a ploughshare, colter and
[blank], and for the first year all the seed corn, but the
other years the half of the seed; furthermore, three bushels of
oats to purchase seed buckwheat, for which, to wit for the seed
corn, the lessee shall help to thresh all the lessor's grain
which he now hath at Newtown and receive during that time free
board and in addition three skepels, half of peas and half of
oats. The lessee shall have about fifteen morgens of valley,
from which to mow hay, and further bear all the expense for the
sufficient fodder and food of the cattle and pigs aforesaid; and
if any of the delivered cattle come to die or by accident to be
injured, the lessee shall bear the fourth part and the lessor
the three-fourths part of the loss, but if it be by the lessee's
fault, each the half and in the place of the deceased cattle
the lessor shall furnish one or two, but not more, on condition
that the lessee as aforesaid shall pay his fourth part therein.
The lessee shall not have power to alienate any of the cattle
or swine without the consent of the lessor, and the swine shall
be divided every two years, and after the lapse of six years
the lessee shall make over the care of all the lessor's cattle,
which shall belong to him after the division is made, to him or
his assign, but during that time the lessee shall be at liberty
to keep other cattle; that the least difference may be created,
it is consented that he may buy one cow, but no more; and in
 caso he had sown the last year any winter grain, he shall be
paid therefor a reasonable and fair price; the lessor retains
the privilege of storing his share of the grain and fruit in
the lessee's house until he dispose thereof; the lessee shall
have the privilege of planting and seeding the garden for the
support of his family but not for sale. And for the effectual
bona fide fulfillment and performance of this contract, parties
pledge their persons and properties under bond as according to
law. Done at Amsterdam in New Netherland this 20th day of
February 1662 in the presence of Claes Marchal and Jacob Liets,
trustworthy witnesses hereunto invited.

Witness

Claes Marichael

Jacob liets

Richard Smythe

Klaes Arens

In my presence

Salomon Lachaire

Not. Pub.

9 July 1662
Translation hereof to Claes Arens.

To the Honorable Director General
and Council of New Netherland.

Most humbly and will all due reverence showeth Warner Wessels,
farmer of the tapsters impost within this city, at present im­
prisoned by Your Honors, that in consequence not only of the
evident decline of trade, but also of the ordinary winter sea­
son, which is the slackest of all and the worst business time
of the whole year, he hath collected this last quarter so
little, as by the petitioner's register can be shown, that it
has been impossible for him to make up his promised rent at
the proper time; and as this present imprisonment of his person, tending to excessive expense, hinderance of customary and pro-

fitable affairs, discouragement and sorrow of the petitioner, and the deepest grief of his wife, who is in the last stage of pregnancy, cannot ameliorate nor improve the petitioner's state and condition, but rather on the contrary render it totally desolate to the utter ruin and destruction of the petitioner. Therefore the petitioner relying on God's wonderful providence and on Your Lordships' wonted pity, commiseration and com-

passion, turns to you as sole refuge, praying your favorable letters of respite for the term of three months, expecting that with God's help, by the apparent improvement of trade and traffic which is approaching and to be expected, by the arrival of the ships from Patria, traders from Virginia and New England and elsewhere, that this coming quarter shall produce double the revenue and enable the petitioner to pay the Honorable Company, the petitioner being in the meantime satisfied to make a full assignment of all his property for the benefit of the Honorable Company and at Your Honors' discretion to be dis-

posed of at the expiration of the aforesaid three months in such manner as Your Honors in your profound wisdom shall please to determine. Expecting hereupon a favorable apostil. I 

remain etc.

Warnaer Wessels

For this petition fl. 2.10.-

Journey 1.---.

Jan Gilles de Jongh,
Appellant and Plaintiff,
contra
Govert Lookermans and
Warnaer Wessels, authorized
curators of the intestate
estate of Reyndert Jansen
Hooren, Arreastant

To the Honorable Burgomasters and
Schepens of this city Amsterdam
in New Netherland

Honorable Lords:

The plaintiff in obedience to Your Honors' order dated
28th February 1662 says for reply, that it is not unseemly but right and fair that he, in virtue of Your Honors' judgment dated 6th Xber 1661, ought to be permitted to realize the tenor of the aforesaid judgment from the condemned Thielman van Vleck, attorney of the Honorable Alexander de Hinojossa, and that accordingly the abovementioned judgment, having been pro-
nounced in virtue of the evidence, ought to and must be put in execution, as, with respect, a judge, after pronouncing his definitive judgment, is not at liberty to retract or change (see Barnhard van Sutphen, folio 7ii, 13 and 15, verso 4, 12 and 20), without the arrest made by the arrestants in their respective qualities, being in any wise able to prevent the execution, or the receipt of the aforesaid 87 1/2 beavers. For the said arrest was not made before the said judgment was pro-
nounced, wherein the said 87 1/2 pounds beaver are adjudged to the appellant as due to him not by the absconding Reyndert
Jansen Hooren, but from Alexander de Henojossa. Wherefore the arrest made after date generally and not specifically, does not affect the tenor of the judgment, and therefore to the prejudice of the appellant is unfounded, not only for reasons above set forth, but also because the appellant is an affluent burgner, being in the best of credit and in no way suspected de fuga and therefore, his goods, effects, actions and outstanding debts not only ought not, but also cannot be arrested without prejudice to his burgner right, and a fine of 20 guilders according to the customs of the city of Amsterdam which are in force here, to be forfeited to the Honorable Court by the arrestants (see Handvesten van Amsterdam, printed in the year 1629, folio iii).

And although the arrestants, in their answer to the appellant's petition, pretend that their arrest is founded, because Reynert Jansen Hooren on the 15th Xber Anno 1660, had conveyed his interest in these 87 1/2 beavers in question to the appellant to defraud his creditors, and that such conveyance is invalid and worthless, because no bankrupt or fugitive can convey any goods or interest unless the Assignor remain in his credit and bonis at least twenty-eight days after the conveyance; with which text, being a bylaw published by the Honorable Court of the City Amsterdam 3rd Xber of the year 1644, the scribe of the arrestants plays, as the Pope of Rome with the Holy Scripture, twisting and shaping it, like a nose of wax, according to his fancy, out of its proper form. Observe, the text does not say, "Eight and twenty days," but "at least four weeks before such assignor etc. shall be able to absent, or conceal himself or publicly to be esteemed a bankrupt, on account of his indebtedness." Therefore is the arrest not founded against the appellant's actions or outstanding debts, and that for the reasons following:

First: No attachment hath place; because burgner-right publicly interdicts any such thing, not suffering that a burgner who is not suspected de fuga, shall be molested by his fellow burgner in his person, goods, actions or credits.

Second: Because the conveyance dated 15 Xber 1660, made by Reynert Jansen Hooren to the appellant, was not made to defraud his creditors; for the appellant, after previous settlement and liquidation of accounts, and full agreement respecting the purchase of the aforesaid item 87 1/2 pounds beaver, paid the surplus, being a sum of about one hundred and fifty guilders, on the 13 Xber de facto to the assignor, when the assignor delivered over to the appellant immediately the proof of the said action, being a sworn account against Mr. Alexander Hinojossa, and called and requested Mr. Warnaer Wessels and Isaac de Foreest specially as witnesses of his act and effectual conveyance. This occurred thirty-two days before the assignor concealed himself and was publicly esteemed a bankrupt, which did not happen until the 13th January of the year 1661, so that thirty days inclusive transpired between the conveyance and the assignor's flight.

Third: Because it cannot be concluded from said text, without doing it violence, that in order to the validity of a conveyance, just twenty-eight days must run to an end; for the text speaks of four weeks, and not of twenty-eight days; also, not of full weeks, as if not willing, on account of a defect of a day or two, which in such case is hard to prove, that a conveyance should be invalid and of no force, which is executed
Therefore, the appellant finally concludes, as per his petition dated 21st Xber 1661, to wit: that the Marshal may be ordered by Your Honors to put into execution the judgment dated 6th Xber 1661 against Thielman van Vleeck, attorney of Mr. Alexander de Hinojossa, and further that the said attachment, inasmuch and for so much as it is prejudicial and an obstacle to the appellant, shall be declared invalid and void; also, that the arrestants in their respective qualities be condemned to forfeit and pay the damage and interest which the appellant hath suffered and still suffers by said attachment, and further, that the arrestant's conclusion to be permitted to receive the abovementioned 87 1/2 pounds beaver etc. with further clause thereof, be dismissed. With costs.

[Lachaire's original English, transcribed by the Editors:]

Appeared before me Salomon Lachaire, Notary Pub admitted by the Right Honoured Governor and Consell of New Netherland Dwelling at New amsterdam and afore The hereafter named wittenisses John Tooker liveing at Southoule uppon long Eiland at The one side and Frans Johnsen van Hoogten with Reynier Wisselpenni Carpentiers dwelinge at This toune my [to me] notary well knowne, and Did affirme to have bargaind and are agried uppon termes and Conditions following: That is to Say The forementioned Carpenters are to make for The foresayd Tooker a Sufficient Saw-mill at or about twenty mile from Southole fore asayed at Such a kill as The sayd Tooker Shall apoinct The sayd Tooker is to provide provision fore Them dureinge The Worcke, alsoo so much handes for to handel The heavy timber dirhringe [during] and after such worck as shall be needful, and all The timber well squeared hee The Sayde tooker is to deliver at The place appointed and The Sayd Carpenter are to make all The timber worcke, abouth The mill and dam, for and in Consideration Where of The Sayed tooker is to paye unto The sayede Carpenters bod [both] to gether or eyther of Them, after The Sayed Worcke is finishet, and There With begunne to Sawe, The Valuwe of foure hundered gilders in kattel to be Dilevered at The ferry there uppon long Eylant nere The manados and There to bee prised by indefferent men at Corrant beaver prise, also more The Sayed tooker is to deliver The Sayd Carpentiers free There at The Worcke and alsoo free backward horn Without payeing any freight or other Charges, This forementioned baragaine is to stand firme with all The Conditions Therein expressed unless hee The saeye tooker or any outh his name. Within Three Weekes after The date hereof, doe give notis on The fore sayed Carpenters in Which Case The whole bargaine shall bee Relaised, and in Case The Carpenters by order of The Sayd tooker the which hee may send after the twentiest day maye next doe come up and view The kill and place appointed and That They Thincke or judgenThe same to be not fit for such worck, The sayed tooker maye be Relased of The Whole bargaine payeing unto The saefde Carpenters The somme of five pondes in Wampon and to deliver Them free home for The tru perform[ance] of These bagaine bod parties have bound Theyre astates and parsons under hand as unto The
lawes Thereunto Establischt acted within fraud This seventh day martio 1662 stilo nove in The presents of nathaniel Silvestar and Claes marchael Credible Wittenenes hereunto Required--

Nathaniell Sylvester
Claes Marichael
John Tooker
frans Jansz van hochte
Reinier Wisselpeni

Signed in The presents of mee Saloman Lachaire Not. pub 1662

19 March

Received from Cristina Cappoens in wampum on account of the kirkmasters fl. 10.--.

Jacob Vis
To copying three affidavits in all 5 pp. against Pluvier fl. 5.--.
To inventory and deduction in the suit against ditto 3 pp. 6.--.
For going for his signature 1.--.

21.

For Richard Brudnel attended Court for the third time against Lambert Barents the Defendant, 3 defaults, and in virtue thereof demanded judgment for the sum of one hundred and twenty guilders with costs; my fee amounts to fl. 3.--.

For judgment and attachment 2.8.--
By advice and at the request of Burgomaster vander Grift, released Lambert Barentsen and attached monthly wages with Thomas Wandel; for the Marshal 1.8.--

Pieter Lamberts, attached and Defendant answers in convention and Plaintiff in reconvention against Matheus de Vos, attorney of Francois Fyn Arrestandant and Plaintiff

To the Honorable Burgomasters and Schepens of this City Amsterdam in New Netherland.
Honorable Lords:

In obedience to Your Honors' order dated 7th March 1662, the defendant in convention, says again that he is not bound to deliver to the plaintiff the demanded ploughshare, colter, hay fork, nor to make good the other claims, as they do not regard the arrestant and plaintiff inasmuch as they were hired to him the defendant by the plaintiff for the term of one year and the following harvest, together with the whole of Hog Island, with house, barn, garden, orchard and all other dependencies and appendages thereof, and two draft oxen, as appears by the copy of the contract hereunto annexed, which lease will not expire before the 16th April next, and then only in part; wherefore the defendant has a right to the exception dilatoire as the plaintiff claims before his time, and accordingly is unfounded both in regard to his entered complaint and his improper attachment. The defendant concludes in convention therefore, that the arrestant and plaintiff in his quality shall be condemned to let him freely and peaceably possess the aforesaid Island and all that he has leased with it, and to let him occupy and use the same during his lease to his best profit and advantage, without directly or indirectly disturbing, molesting or troubling him, and over and above to take off the attachment free of costs and damages. Furthermore, entering a complaint in reconvention, defendant concludes that the lessor Mateus de Vos shall be condemned to deliver to him the lessee two draft oxen hired to him according to said contract, in order to make use of them to his the lessee's profit so long as he hath missed the same through fault of the lessor, who took them away the last slaughtering season, or else to pay the damage and loss suffered by the want of the aforesaid two oxen.

Frans Jansen van Hooghten
in case of reduction and appeal, Defendant
contra
Wessel Everts, Appellant
in said case

To the Honorable Director General and Council of New Netherland

Defendant having seen copy of the petition in case of reduction by or on the behalf of the appellant delivered to Your Honors, setting forth that the Honorable Court of this city, on the award of Nicolaes de Mayer and Robert Roelants, have been pleased to condemn him the appellant by their judgment dated 31 [blank] to pay fl. 580, whereof the appellant hath paid long before fl. 269.15; it is to be understood, which also the appellant well knows, that the fl. 269.15 already paid must be deducted from the said sum of fl. 580, leaving fl. 310, and consequently the defendant is tacitly refused fl. 4 which he had brought in account for extra work. Further, the petition falsely represents that the award of the arbitrators was made without consent or acquiescence of the appellant, covertly preserving silence as to the fact that the appellant by his petition to the Honorable Court, dated [blank] hath expressly required that arbitrators be appointed to inspect the house in question built for him by the defendant and to estimate the labor thereon. Whereupon after copy of the aforesaid petition was allowed
to the defendant and his consent thereto obtained, the aforesaid Nicolaes de Mayer and Robbert Roelants were appointed by the Court aforesaid to inspect and estimate the work and if possible to reconcile parties, as appears by minute thereof hereunto annexed; which said arbitrators, after one appearance was passed without fruit, having had the advice and assistance of the Honorable Paulus van der Grist, Burgomaster, and Thimotheus Gabrie, at the time President of the Schepens, expressly invited and requested by, or on behalf of the appellant, the work in question being again inspected, and parties had voluntarily and verbally conferred with them, pronounced the award that the appellant should have to pay to the defendant for wages of labor earned at the house aforesaid, the sum of fl. 500, further pointing out and specifying some other work which appellant required made, and valuing the same at eighty guilders, to inspect which the abovenamed arbitrators were called by the defendant after the work was done, and found the same to be perfectly done, as more fully appears by said award annexed under Letter [blank]. From all which aforesaid it is evident how maliciously, in contradiction to the truth, the appellant hath set forth that said award was made without previous consent and acquiescence, and that he could not on his petition obtain that the work in question should be taken up and inspected by arbitrators, when it appears, on the contrary, that on his petition dated [blank], after the defendant had copy thereof and consented to the request therein made, the said arbitrators were appointed by those of the Honorable Court, to whom the Honorable Messrs. van der Grist and Gabry, at the earnest petition of the appellant, kindly associated themselves, and thus conjointly, after previous acquiescence of the appellant and defendant, again went over the work and rendered the award in conformity as aforesaid; so that the appellant by perverted representations hath obtained by subreptitious and obreptitious means Your Honors' mandamus in case of reduction and appeal. Therefore defendant concludes that Your Honors shall declare the appellant inadmissible, and accordingly approve of the aforesaid award in dispute, and further that the appellant be condemned in all the costs of the suit carried on by the appellant against the defendant since the aforesaid award before the Honorable Court of this city [was] obstinately and apparently wholly influenced by evil counsel. Likewise in all costs, damages and interest suffered and yet to be suffered in this and the previous proceedings. Cum expensis.

22 March

Frans Jansen

To a consultation on the suit against Wesel Evers; advised him to sustain the award of the arbitrators

fl. 1.--

For drawing up his argument on the petition of Wessel Evers, 3pp.

6.--

Meyndert Barents attorney of
Cornelis Dirckxe Hooghplant, Plaintiff, against
Thomas Hall, Defendant
To the Honorable Burgomasters and Schepens of this City Amsterdam in New Netherland.

Plaintiff in his quality concludes that the defendant shall be condemned to pay according to obligation and consequent judgment dated [blank] also order of seucease of execution granted on the petition of defendant on the 18th October 1661, a quantity of one thousand and twelve pounds of good merchantable Virginia leaf tobacco with interest in like kind at ten percent per annum, to be calculated from the date of the aforesaid judgment to the effectual payment, and further in the costs of this and the previous complaint. Which doing he remains etc.

1662 25 March Meyndert Barents
Dr.
For this petition and copy fl. 1.10.-
For going with him to Allard Anthony 1.--.-
For going with him to Paulus Leenders and the Secretary for the order 1.--.-

To The Same

Jan Gilles de Jongh, burgher of this city, respectfully represents that pursuant to Your Honors' order on his reply against the curators of the intestate estate of Reyndert Hooren dated 7th March 1662, he hath had copy thereof seasonably served on party, whereupon, in the case the said curators do not rejoin today, petitioner prays, in order to come to quick expedition, that said curators may be ordered within twice twenty-four hours to bring in their rejoinder to the Secretary's office or to renounce further production, on pain of being deprived of their right.

To The Same

Salomon Lachaire, substitute of Francis Hal, respectfully showeth that he on the 18th October 1661 hath by petition hereunto annexed requested that Maria Gerarde be ordered on pain of being deprived of her right, to answer the written complaint of the abovenamed substitute as attorney of Alexander Bruin entered against her on the fourth ditto. Whereupon apostil was granted as by the aforesaid petition appears; but the required party hath remained in default up to this time to answer. And whereas the principal, Alexander Bryan, hath now sent anew both written and verbal order to prosecute his suit against the defendant, so is it again respectfully requested that the defendant, Maria Gerardy, be condemned to answer by the next Court Day the complaint and conclusion entered and made against her on the 4th November 1661 by the substitute, Francis Hall, on pain of loss of right.

[Lachaire's original English, transcribed by the Editors:]

Appeared before mee, Salomon Lachaire notary publicq ad­mitted by The Right honoured Director Generl and Counsel of The
new netherlandes dwellinge at new amsterdam and afore The here after mentioned wittenesses Mr James mills English man liveing in James Revir in quixskobaye [Pipscöes Bay] in Virginia at The one and The Sirs Cornelis Steenwyck, Johannes van brugge and Capt. nicolaes Varlet in This Case Compaygons to gether at the other side, the wh[ich] have bargained and Contracted, uppon termes and Conditions as followit, and primo, The fore mentioned Compagnie heas promised to loade in The frigat of Mr James milles Called The nathaniel, a so much wite oake pipe staves as The foresayd frigat kan Carrye whereunder to be re- koned Them that are alread[y] laden in The Which unto Mr mills shal be payet as They doe kost him selfe, which pipe staves are to be payed outh The tobb: send or braught by mr mills as The fore mentioned Compagnie, and so much as The Whole ladeinge doe amount shal the Count of mr mills by warrant of The Com- pagnie or his obligation prorato, bee made Credit for the Count of The pipestaves shall bee made upp before mr mills goes for Virginneway. The Rest of The tobb: shal unto mr mills bee payed with goodes fit to bringe in Virginneway being The Cabel and horsrope first Thereout deducted in fine. That the whole ladinge of pipestaves foresayd in propriete shal belonge unto The foresayed Compagnie, an The second Mr. Mills haes pro- missed The forementioned pypetaves god sendeinge him in saftty with his frigat to transport and deliver at fysael or any of The flemish islands after a ffourtnightes best served and to sell the same for wines eyther by him selves or his atturny at Common benefit and to ship The sayd wines also bought in The Sayd frigat and to Transpote Them unto Virginneway for Which voy- age, and negociations of The Sayd ladinge mr mills is to have There in Virginneway de one have part of The Wine, The other have part The which Then shal in propriety bee belongeinge unto The Sayed Compagnie and mr mils bound with and besides his owne to sell for tobb: hides or porcke and all The saedy goodes to bringe ar [or] transport here at The manados or so neer as shal den bee practicobil and Them to deliver unto The sayed Compagnie or his order, as when mr mills is to resseave and will anyway have for fraught of The wine for reconing [?] of The Compagne brought into Virginia Three pound starling for The time beeing two boates and morvoar [moreover] for evere quox [cask] tobb here delivered tene gilders sixtden stivers all Charges of Equipagie protests [?] wagies and ol [all] other little Charges for Runeinge uppon mr mills a Count, all what is foresayd have bode partys Respective promised Evere one in his or Theyer re- guard to hould and keep firme and stable under handt as unto the lawe Thereunto Establish acted without fraud at amsterdam In the new netherlands at The presents of henry obe and pieter luckasz Credible Wittenesses hereunto required The Which The original of This Translation beeinge Written in duch besydes The forementioned mr mils and Companie have signed The 9 of augusty at the jaer 1661 quod Attest

Salomon Lachaire Not. pub.

Wee underwrittened have the foermentioned bargaine and Contract approbated and doe hereby joine With the therein named Compagnons, promissinge to after followe the Conditions Therein stipulated accordeinge to the tru intent Thereof, under bond as unto the lawe beinge more Conditioned the Sir Corneles Steenwyck shal have The preference for to keeleame [claim] first and for of outh of the first retorns that mr mills shall make sende or brinage to the some of Eightene hundred gilders in tobb or
tobacco prise. by Reason The sayed steenwyke heas after dato of The forementioned agrement delivered and Credited soo much unto The sayed mills at [illegible insertion] [.] acted without fraud This 29th marts @ 1662 in acknowledge Whereof is These signed

Backer
Frederick gysbertsz
Henderick obe

for a so much The foresayed Act doeth allowe Sr Cornelis steenwycke The Therein mentioned preferential I doe heareby fully approbate The same ady ut supra

Johannes van Brugge

29 March Mr. Cornelis Steenwyck and Co. Dr.
To a journey to Warnaar Wessels fl. 1.---.-
To a paper drawn up there between the partners 1.10.-
Copy translated of the aforesaid acte and contract delivered to Mr. Mills with said Steenwyck's consent consisting of three pp. 5.10.-

Albert Cornelis hath my order to cause the arrest, on the first opportunity, of the person of Hans the Norman on account of 1 1/2 beaver delivered to him on the 10th October last for 10 skepels of peas.

30th Mr. Eduard Leake Dr.
To translating an arbitration between him and William Lamb fl. 1.10.-
To translating an affidavit of Daniel Robbins 1.10.-
To translating a compromise, arbitration and approval between Ewd Leake and Richard Ary, 4 1/2 pp. 6.15.-
To translating of the acquittance of Ary 1.--.-
To authenticating his contract with Ary dated 11 7ber 1660. -.10.-
To various business for Edward Leeke and much scribbling between his skipper John Benam and Richard Ary, two good days 4.--.-

first April

Was with Richard Ary and John Benham to Cornelis Steenwyck and left with him the original contract between said Ary and Eduard Leake made at Boston dated 11th September 1660, also a further contract followed on the arbitration dated 12th August 1661 executed at the house of Joris Wolse, whereby at that time Edward Leak was claiming from Richard Ary 16.14.04 1/2 sterling. For my journey and business this day fl. 2.--.-
Appeared before mee Salomon Lachaire Notaire Publ. admitted etc. and afore The hereafter named Wittenesses Isaacq Martin ould twenty Eight yeares, with Hezakia boniel ould twenty yeare, bode seamen sayling with The barcke of Mr. James Mills, The Which uppon promus of oath have declared at the requisition of The sayd Mills That upp Saterday last hee the sayd Issack Marten had hallawet at the ship of Mr. Greene named The dolfin from whence They kame and That The sayed Greene answered from mariland, further, if it not where ould Gillams ship of Baston, and That the sayd Greene answered ye part of et is, sayed no more, but are willinge to affirme with oath if it where requisited all what above is written, acted without fraud at Amsterdam In N. netherlandes at The presents of Henry Obe and John Raynes Credible Witnesses here unto Required. The Second April 1662.

Hendrick Obe

The merk

Isaac Martin

Hezekiah buniel

In my presence
Salomon Lachaire
Not. Pub.

On the 10th April 1662, Mr. Tobias Feke of Flushing hath empowered me by procuration executed before Mr. Secretary Nevius to prosecute his suit contra William Hallet in appeal.

Debit for arranging his papers and consultation fl. 2.-.-
For going with him to Secretary Nevius 1.-.-

11 ditto

Went with Hendrick Obe to the house of Mdme Wessels; heard there that said Obe asked of two of Mr. Greene's seamen, Whose ship was that in which they sailed: and one, being a redhaired lean man, gave for answer, 'Tis old Mr. Gillam's ship of Boston, but our skipper is part owner.

ditto

Got from Secretary Nevius the rejoinder contra Jan Gilles de Jongh and communicated it to him; my journey fl. 1.-.-

Gysbert Opdyck, an old servant of The Company and at present without any employment, and consequently incapacitated from closing the remnant of his old age in honorable competency, respectfully showeth, that in order to obtain the same, your petitioner addressed himself to Your Honors last summer, requesting some office or benefice wherewith he could be able to gain an honest livelihood, when Your Honors promised him the
petitioner the enjoyment of the first vacant situation; whereupon up to this time nothing has occurred. Therefore humbly turning again to Your Honors, he humbly prays to be favored with the office of Sheriff of Flushing, Middleburgh and Rustdorp, promising to comport himself therein.

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses, appeared the worthy Warnaer Wessels, of this city burgher, and hath in due form ceded, transported and conveyed to and for the behoof of the Honorable Mr. Cornelis Steenwyck the certain share which he the grantor for his half by obligation dated 26th March 1661 hath with Jan Gilles de Jongh against Mr. James Mills, an English merchant residing in Virginia in James River, in Quopekoebaye, being for the grantor's part one hundred guilders, acknowledging out of the hands of the aforesaid Mr. Steenwyck for the said share to be well paid and satisfied the first penny and the last, giving therefore the abovenamed Mr. Steenwyck full power said sum to demand and receive from the aforesaid James Mills, promising not to revoke this transfer but to hold it and cause it to at all times hold valid, not to do nor allow to be done anything in any wise contrary thereto in law or out of law, under bond of his person and property, submitting all of it to all courts, judges and magistrates. Done without fraud at Amsterdam in New Netherland in the presence of Frederick Gysbert van den bergh, and Claes Maertchal, witnesses invited hereunto the 13 April 1662.

Frederick Gysbertsen
Warnaer Wessels

C: Marichal

In my presence
Salomon Lachaire
Not. Pub.

13 April
Warnaer Wessels
Dr.

To copy of the obligation of Mr. James Mills fl. 1.--.-
To transfer of 1/2 the same to Steenwyck
with engrossed copy 2.10.-

Articles whereupon the Honorable Commissioners at the requisition of Salomon Lachaire, attorney of Mr. James Mills, are to hear and examine under oath the person of Nathaniel Greene, English merchant and commander of the ship named The Dolfyn, at present lying here in the roadstead.

1.

Is it not true that he, the witness, on the first of April last, coming in here with the abovenamed ship, was hailed near Nut Island by an English bark, from which he or those under him were asked--Was not his ship, the ship of old Mr. Gillam of Boston, and did he not answer, Yes, or at least that he had a share in her, as by affidavit hereunto annexed appears?
2. Was not the said ship, The Dolfyn, in deed and truth built by the abovenamed Mr. Gillam, or caused to be built by him and does it not still belong to him in whole or in part?

Answer. Mr. Gillam built the ship, but he had bought it from him; the abovenamed Gillam has no share in it.

3. How much and what part of the ship aforesaid has he, and how much of the cargo or loading belongs to him, and is his?

Answer. The entire cargo belongs to him.

4. Has the witness at present here under this jurisdiction, under his control and administration, either directly or indirectly any goods or effects, howsoever they can or may be called, belonging in whole or in part to the aforesaid Benjamin Gillam, the elder?

Answer. Not to his knowledge, as they have accounts between them, so that he does not know whether he is indebted to Mr. Gillam or Mr. Gillam to him.

5. Has not said Mr. Benjamin Gillam the elder any interest direct or indirect in the tobacco and merchandise brought this voyage here from Virginia in the aforesaid ship The Dolfyn, or however the ship be named, whereof the witness is master?

Answer. Hath answered this already.

6. For how much, for what goods and to whom are they sold?

Answer. They are his own.

7. Does he the witness know that said Gillam hath in whole or in part some other goods, actions and credits among the inhabitants or strangers residing in this city or lying in the roadstead?

Answer. Is a stranger in the matter and knows nothing about it.

8. Is the witness willing to confirm by solemn oath his answers hereunto?

Answer. Requests copy hereof in English, in order that he may see whether he could affirm his declaration upon oath.
Hendrick Obe to be asked as aforesaid:

Was he not on the 12th instant at the house of Mdme Wessels and did he not talk with two of Mr. Greene's sailors, and among other talk of one being a thin lad with black hat; did he not hear and understand him to say that the two-fourth parts of the ship of Mr. Greene belonged to one Mr. Benjamin Gillam of Boston, and that one fourth part thereof to Mr. Greene?

Answer. Yes, he heard so, offers to swear etc.

Christoffel Moes as aforesaid:

Is not the ship at present lying here in the roadstead commanded by Mr. Greene the same ship that Mr. Benjamin Gillam the elder hath lately built or caused to be built at Boston and hath not said Gillam still some interest in it, and did not he, the witness, say so this day at the house of Hendrick Obe in the presence of him and of many others?

Answer. As he has been eleven years in the West Indies, says he does not know; denying therefore to have said so at Hendrick Obe's house.

N.B. The proceeding interrogatories are at my request by order of Mr. President, by and in the presence of Isaac Greveraet and Jacob Strycker, Schepens, propounded by Officer Tonneman to the witnesses on the 14 April 1661, being interpreted by Resolved Waldron, and were answered as appears. I immediately sent Mr. Greene a copy in English of the aforesaid interrogatories by Marshal van Elslant, and had him arrested, until he further answered the aforesaid interrogatories or had sworn to the answers. Also at the same time summoned him for the next Court Day.

On the 15th April handed Mr. Nathaniel Greene a note written in English and told him verbally the substance thereof. Present Daniel van Donk, Christoffel Hooglant, John Damosel, and Mr. Sweed; Which was that he would please to appoint some hour when he would be ready to swear to his rendered answers to the interrogatories proposed to him by the deputed Schout and Schepens of this city. In the presence of the abovenamed persons he gave me for answer: That he would never take his oath.

This day handed Claes van Elslandt a note substantially the same, to serve it on said Mr. Greene.

This day Matheus de Vos, Notary Public, protested against me in the name of Nathaniel Green in the presence of Andries Spieringe and Joost Goderis, stating falsely that I had him arrested until the next Court Day. Have answered him, that I had not arrested him until the first Court Day, but that I had him arrested until he should confirm by oath the declaration he had made.

This day 19 April wrote a letter in English for Pieter Nys, attorney of Paulus Blyenbergh, to Mr. Robbert Sley, executor of the late Sam Smit, and informed him that there remains with
said Nys an obligation against Sam Smith for 8500 pounds tobacco, deliverable here at the scale.

[Lachaire's original English, transcribed by the Editors:]

Appeared before my Salomon Lachaire notary publicus admitted by the right honoured director generall and Counsell dwelling at amsterdam in The New Netherlandes and afore The hereafter named Witnesses mr Cornelus Steenwike marchand at This City and heas in The beste forme and manner made Constituted and appointed his loveinge ffrind mr Joseph Swett of baston in new England, marinar, nau [now] at present reddy to Sett Sayle for Virginnie Especially for to demand Recover and receave of mr Sam Smith and Stephan garý liveinge in petoxon Revir in maryland, or els Where his hires Executors administrators or assignes all such depts [debts] and dues as he The Sayd Stephan is indepted unto The Sayd Steenwicke, as maye appeare by The bills of Engagement or other assurance Thereof to bee Showd and uppon Refusall of payement to Arest, Sueffor, inplead in prison and Condemne The Sayed Stephan his hires Executors administrators or assignes, moreover The Sayed Steenwicke haees given unto his Sayed Attturny full poure oppon Sactesfaction Receaved from The Sayed Stephan or his ordre to Aquite and outh proses to Releas and in his name and stead to give, discharge or discharges to him or to his order and further to use any lawffull meanes whatsoever it maye bee needful for The Recovery off The Sayed dept. With The charges and interstes further if hee see Cause to make and substitute one or more Attturny or Atturnies under him With The like or Lesser poure, and doeth he Constituant by This presents ratefie Confirme and Alow of all and what soever by his Saýed Atturny or any atturnies under him shall lawfully be done or caused to be done touch[ing] The Recovery of The Sayed dept interste and Charges to bee as Authenticke as if The Constituant beings from time to time allways personally present him selfe could or might have done [;] in Wittenes Whereof The Constituant hath Signed This with his hand and seale in The presens of martin Kregier and Isaac Bedloo credible witenesses hereunto required This acted without fraud This 15th of Apprill Stilo nova at Amsterdam in The New Netherland Anno domine one Thousand six hunred sixty two. The Constituent heas this former letter off Attturny addest [addressed] to The name of Mr. Sam Smith desireinge That The same shal bee of The like poure against Them his heires Exec[ ] administrator or assignes as if it where from The begin[ning] of Expresse Therein as it is interlined in the prinspal. Sealed and Signed in the presens of mee Saloman Lachaire

[In margin, partially cut off:]

[Do]ne in The presents of The [illegible] martin kregier and Isaac bedloo credible witenesses hereunto Required
Salomon Lachaire Atty of James Mills, arrestant and Plaintiff. contra Nathaniel Green, arrested and Defendant

To the Honorable Burgomasters and Schepens of the city Amsterdam in New Netherland

Honorable Lords:

Plaintiff in his quality concludes that the defendant shall be condemned again to give under solemn oath his rendered answers, or such as he shall think proper to the interrogatories propounded to him by the Honorable Schout and Schepens of this city on the 14th instant deputed to that end by the Presiding Burgomaster, which every one is legally bound to do and cannot be refused by the defendant, the rather as the defendant at his request was granted a copy in English which was handed him by Marshal van Elslant as appears by the return dated 14 April, and asked him if he would be pleased to appoint some hour to take the oath; whereto defendant answered that he would appear on the next Court Day before the bench; as appears by the return of said Marshal dated 15th instant, and in case the defendant may be unwilling to amend or improve and with oath to affirm his rendered answer to the aforesaid interrogatories, or to affirm under oath such as he hath already answered, plaintiff prays that said defendant shall be lodged in this city's prison, to remain there at his own charge until he with oath confirm his already rendered or still to be given answers, and that meanwhile the attachment be declared valid. With costs.

16 April

Drew power of attorney for Steenwyck in English as appears hereinbefore, consists of 2 pp. with engrossing fl. 4.10.−

17 ditto

To translation of a contract, 3 pp. 3.−−−−

To translation of an obligation, 2 pp. 3.−−−−

Heavy money 10.10.−

Fredick Gysberts Dr.

For an English power of attorney for Joseph Smit, 2 pp. fl. 3.−−−−

Copy of two obligations as annexed 2.−−−−

Translation of ditto into English 3.−−−−

Bond signed by the attorney 1.10.−

A journey sent for by him 1.−−−−
This date the 19th of this month of April 1662 have I the
underwritten by order of Fredick Gysberts van der Bergh, re-
corded these two following notes here, as he intended to send
the originals with power of attorney with Mr. Joseph Smett to
Maryland, so that, in case of accident (which God forbid) should
the same be lost or mislaid, he may make use of the authentic
copy:

I the underwritten Samuel Smith acknowledge to be indebted
unto Frederick Gysberts in the sum of thirteen hundred and
fifty pounds of tobacco, on account of 135 ells of linen @ 10
pounds the ell received to my satisfaction from him; also
eleven hundred and twenty-nine pounds tobacco for six pieces
of silk damask and some wampum, all received to my satisfaction
from him. Therefore, I promise to deliver tobacco at Amsterdam
in New Netherland to him or his assign to his content; also an
assignment of Capt. Jacob against me for four hundred guilders
@ 62 stivers the pound in tobacco deliverable as above here at
this place aforesaid, making together 3812 pounds to be de-
levered as above, under bond according to law. Done Amsterdam
in New Netherland this 6th 7ber 1660.

Signed Sam Smith

I the undersigned acknowledge to be indebted unto Jan
Gilles de Jongh in the sum of fifteen hundred and thirty-one
pounds of good tobacco on account of 1148 pounds nails, and
also three hundred and ten pounds on account of 69 Swedish
axes, all received to my perfect satisfaction, and I promise to
pay the aforesaid eighteen hundred and forty-one pounds in
tobacco next spring and that under bond of all courts and
judges. Done Amsterdam in New Netherland the 8th September Ao.
1660.

(signed) Sam Smith

(Endorsed) This is Sam Smith's note.

On the back was:

Mr. Sam Smith please to pay the within to Fredrick Gys-
berts and this shall be for you a discharge. This 14 March
Anno 1662. Amsterdam in New Netherland.

Signed Jan Gilles de Jongh

[Lachaire's original English, transcribed by the Editors:]

I underwritted Joseph Swett Acknowledge to have Receaved
off Fredick gisebertes a letter of Atturny and two bills of
Engagement or obligatigns Amounteinge The one dated The 6 off
Septemb 1660 The quanty of Three Thousand aight hundred and
twelve lb. tobb The other one Thousand aight hundred
fourty one lb tobbac Whas dated The 8th of September 1660,
signed With The nam off Sam Smith and doe hereby promise
to doe my indeaver for The Recovery off The sayd tobbac
Eyther by my selfe or my Attorný Which I shal substitud for
The proper use of The Sayed Fredrick gisbertsen as Wittenessed my hande This 19 of appril 1662

by me Joseph Swett

In the presence of me
Salomon Lachaire

Appeared before mee Salomon Lachaire Notary" pub admitted by the Right honoured director generall and Counsell liveinge at amsterdam In The New Netherlandes and Afore The hereafter-named Wittenesses Mr. Johannes de Wit, marchand at this towne, at the sae and mr Joseph Swett off boston in new Engalnde marinar at The other side unto my both wel knowne, The Which are agreed uponp terms followinge That is to saye The sayd de Wit heas sold and The sayed Joseph Swett Constessed to have baught off him a good sound neger man, and to be delivered uppon Demand for The Sume of Two Thousand lb. good marchandable tobb, also a good sound meare of foure yeare or Thereabout off Each With her Could by her side off one mooned of aeg, to be delivered [on] or about The [torn] of Juny ould stile next ensuring for The sume of seven hundred lb good marchandable tobb as foresayd but in Cause The meare heas no kowlt, or The kowlt is not one moned ould Then There shal be Rebated fifty lb tobb outh of The firm sume, and doeth The sayd Josuph Swett hereby Engage him selfe his hires Executors administrator and assignes to performe This formentioned payemens With good marchandable Virginia leaf tobbacco in Caske in The mooned Juny next ensuigne, also is The same de Wit Engaged to The deliver The negur and meare foresayd and heas hee mr Josuph Swett Constitud his atturny for to perform The sayd payemens John gerritse van Kouwenhoven The Which hereby Engaged him selfe to performe The Same under bant as unto The Lawes thereunto Estoblisht. Acted Without fraud This 19 off April 1662. Amsterdam in New Netherland at The presents of Claes van Elslant and Henr. Obe Credible Wittenesses hereunto Required the which This have besides The principals contrahents signed

Johannes de Wit
Joseph Swett
Claes van Elslant, Marshal
Hendrick Obe

Acted in presence of me

Dewit Dr. to my journey
Paid this and for copy in Dutch.

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and before the undernamed wit­nesses, appeared Jan Andersen de Graef, brickmaker and
inhabitant of this city, on the one part and Louweris Sachariatse van Maestlants Sluys, also an inhabitant here, on the other side, both known to me the Notary, and declared to have agreed together, on the following conditions, to wit: that is, the aforenamed De Graef hath sold and said Louweris Sachariatse hath bought from him all his the seller's effects of the brickyard which he possesses in partnership with Cornelis Pietersen Hogenboom and the one half of which he owns, together with all the outstanding debts redounding out of the aforesaid brickyard, without any reserve or exception, as by the book of co-partnership delivered to the purchaser appears, so that the abovenamed van Maeslants Sluys the purchaser is empowered to enter therein in the place of said Jan Andriesen de Graef the seller, with bond to continue the aforesaid brickyard with Cornelis Hogeboom. Wherefore the purchaser is bound to pay out of the effects aforesaid with the said Hogeboom to Jan Schryver such moneys as are at present due, and to wit he the seller with his aforesaid partner hath disbursed; further to the wife of Gabriel de Haes three beavers and twenty guilders in wampum; to Coenraat the shoemaker one beaver; one beaver to the wife of Jan Schryver herself, exclusive of her husband's account; to Symon Jan Romeyn thirty guilders wampum; to Symon Harmensen forty-eight guilders in wampum; to Gerrit Visbeeck twelve guilders in wampum; in like manner the aforesaid De Graef hath declared to have sold, and said Maeslants Sluys to have bought of him his the seller's chest with clothes; for which the seller acknowledges to have been satisfied and paid fully, the first penny and the last, with tobacco, being five tubs and twenty-four pieces of eight, save that the seller shall hold undisturbed the tobacco lying in Thomas Davits' cellar and a parcel of loose tobacco seen at Jan Schryver's by the seller; also all the coarse cloth which the buyer [sic] has at Jan Schryver's and at Fort Orange, and no more. All which aforesaid parties reciprocally and each in particular promise to hold valid, to perform and to cause to be held valid under bond of their respective persons and properties, moveable and immoveable without any exception, submitting all of it to all courts, judges and tribunals. Done in good faith at Amsterdam in New Netherland in the presence of Claes van Elslant the elder and Cornelis Dercxe, witnesses hereunto invited. On the 20th April 1662.

Jan Andersen de Graef
Louwerys Sachryetse Slys
Claes van Elslant
the elder, witness,
Cornelis Dirckson

In presence of me quod attestor
On date 20th April I have received from the hands of Claes van Elslant, Marshal, a certain copy of complaint signed Nt Greene collated and found to agree by the Notary Walewyn van der Veen. Whereupon I gave this following written answer:

Copy.

Marshal Claes van Elslant is hereupon required to proceed and repair to the person of Mr. Nathaniel Greene, and to give him this following answer in the name of Salomon Lachaire, attorney of James Mills, to his, Mr. Greene's complaint, received this date.

The defendant in his aforesaid quality refers himself to the judgment dated 18th of this month pronounced by the Honorable Court of this city between the aforesaid Green the complainant and the defendant, and received by the complainant as appears by the return of the Marshal and the signature of the complainant on the 19th instant. The defendant further protests that he will not be bound for any costs which the willful complainant is inflicting on himself by this his tergiversation. This 20 April 1662.

Amsterdam in New Netherland

Salomon Lachaire,
in quality ut supra

This day Messrs. Daniel van Donck and Christoffel van Hooglant have bound and become bail under renunciation of the benefit, etc., in the sum of two thousand guilders in tobacco for the person of Mr. Nathaniel Greene, as appears by the acte thereof remaining in the hands of Burgomaster Paulus Leenders. I have immediately released him from arrest, and he left in the morning early for the North.

Fredrik Gysberts

For an English obligation against Joseph Smet for the sum of 399 1/3 pounds tobacco, payable here at the scale fl. 1.10.-
To an English letter one page to Robert Sly 1.10.-

Before me Salomon Lachaire, Notary Public, admitted etc., and before the under-written witnesses, appeared the worthy Harmen Douunten, of this city burgher, known to me the Notary, and hath conveyed, made over, and transferred in true free ownership to the worthy Tammes Davits, inhabitant here, a certain sloop or bark with its dependencies, formerly obtained in exchange by the grantor for his late yacht The Orange Tree, from one Daniel Lyons, an Englishman of Connecticut, and sold and delivered in September last to the aforesaid Tammes Davits, he the grantor acknowledging to be well and truly satisfied and paid the first penny and the last of the purchase money thereof by the hands of the aforesaid Tammes Davits; he, the grantor, therefore fully making over the aforesaid bark and appendages thereof to the behoof of the said Tammes Davits and his order without any reserve, promising to protect and defend said yacht or bark on all rivers, havens, waters and streams,
against all claim, gainsay, and trouble coming against it on his part; promising further this transfer to hold valid and to cause the same to be held valid now and at all times, not to do nor allow to be done anything in the least wise contrary hereunto in law or out of law under bond as by law provided. Done in good faith at Amsterdam in New Netherland this 22nd April 1662, in the presence of Hans Carolsen Noorman and Domine Michiel Zyperus, trustworthy witnesses hereunto invited and in affirmation of the truth have signed these presents with the grantor

Hans Carel Haermen duusen
M: Zyperus Salomon Lachaire
Nots Pub

Gave copy hereof to Tammes Davits

Paid for my journey 30 stiv. light
For the Minute 45
For the copy 30
105

On the annexed deed I the undersigned acknowledge still to owe something, as I have an open account with Harmen Dousen. I promise to give him at any time on his demand full satisfaction therefor. This 22nd April Amsterdam in New Netherland 1662

Tammes Daues

Inventory of the documents which shall be produced and delivered to the Honorable Court of this city on the part of Jan Gilles de Jongh, Opposant and Plaintiff, in case of attachment contra Messrs. Govert Loockermans and Warnaer Wessels curators of the insolvent estate of Ryndert Hoorn.

1. Deed of Reyndert Hooren to Jan Gilles de Jongh dated 15th Decr. 1660.
2. Letter of Mr. William Bekeman dated 23rd January 1661.
3. Affidavit of Issak de Foreest and Warnaer Wessels dated 11th April 1661.
5. Petition of Jan Gilles de Jongh with order, dated 21 Xber 1661.
7. Replication of ditto with order dated 7th March 1662.
8. Sworn account of Reyndert Hoorn.
24 April

Sent transcript hereof to Govert Loockermans by Marshal Pieter Schaefbanck.

Nicaes de Meyer
For a note in English by Bridget Waters for 30 pounds butter
fl. 1.10.-

For Thomas Tayeler an affidavit in English
Cornelis Gerlofs accepted to pay for him
For my journey
By Dr. Cornelis Gerlofs
For the affidavit
Copy in Dutch

fl. 1.-
fl. 1.10.-
1.10.-
1.10.-

[Lachaire's original English, transcribed by the Editors:]

Mr. James Mills

after kindly respect unto you and your worshipful lady
I make you knowne that acknowledging to your orde I undertook your busoni[s] against Mr: nathaniel green and have had many disparate battels with him and his Confederates to make shade I forshed him to swear if gillam heas parts in The Ship or Coergo The which hee first did deny but Would not swore the Contrary [.] Then I Concluded in law That hee should swear either The negative or The affirmative [.] hee proferred to swear upon Sume answeres hee hear gives but I Was not Content With Them [.] Then beeinge Condemned to give a cathagousos [categorical] answer Je or no and Then to affirme With oath or Els to goe in prison hee Entert in Security for The Sum of two Thousand gildiers in tobbacy for to answer The suet in six moonedes hear and Stoffel hooghland and daniel Van doncke ar his securities [.] I had one Extraordinary and one ordinary Court for it and pleaded by Aess upon his parson I did great labour and deligence to get Wittenesses against him and have byne outh a great deal of sharges and stood a great danger They Would and Will still forse mee to put in Security for his damage and The loss off beniamin gillam The Which I Required of your Creditors but They Would not assist me I am alone stil that manifest your Cause onely Henry obe Was sum thinge helpefull [.] Sir you knowt that I am but a man of a meane Estate and proceedings are very sharable also That I kan not Well beare them I proferred The Court, "Secretary and marchal good paye but kan not yet performe my promis by Want of payement, and your Creditors are deafe on That Here Therefore it should not be amis to assist me suddenly with a hohh [hogshead] off good tobbacy for to suffecy There is Wanteinge and put it upon my honor I Wil Rebeat so much When The othermoste Sentence is past I hope you Will not feyle in That and further Writ my at large Concerninge your agreement With gillam to Wit What wine year Where to have The bill sayd malgo Canary fyele Wite Wine or Claret Wine but I kan not see What or Which you have shozen also Writte to me all What is past in The arbitragion and if you ared Any Thing more indented at baston or Thereabouts soo That your paye
kould bene stopt in gillams hand [.]. When i certainly knoue how it is I kan ordre The busenis accordingly, Sir you may adres a letter to your Cred£ for to bee your securyte When it Shall bee Required I hope it will bee needles but accordinge to the Romaine Lawes two strangers goeinge to Law in a strange Court, are bound to put in Security Reciproce Sir I heared your ship is arived in Virginia I am glad to heare good newes I hope you shall not feyle in any of Mye Request and I promis not to neglect, any time or opportunite to follow accordinge to your order, your bissonis at the outhermoste off my poure and Spiret and so I rest yours to comand.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Hendrick Matysen residing at New Utregh, to me the Notary well known, who acknowledged and declared for himself and heirs to be well and truly indebted unto the worthy Mr. Nicolaes de Meyer, of this city burgher, in a sum of sixty-eight guilders in good whole merchantable beaver skins at eight guilders each, together with a sum of one hundred and thirteen guilders, one half in wheat, and the other half in rye at wampum price current, on account of divers goods and merchandle by the declarant received before execution hereof; he the declarant, therefore, promising to produce and pay the aforesaid sum and grain in the next seven months from date hereof, at latest in the month of December proximo of this year; for the performance and fulfillment at the precise day the comparant pledges hereby his person and property, moveable and immovable, without any exception, submitting them all to all courts, tribunals and judges, and specially to a mortgage for the behoof and in favor of the aforesaid De Meyers of his the declarant's bouwery at New Utregh with the agricultural implements and cattle thereon, willing that this be recorded and preferred before all other debts already contracted or still to be incurred, without any gainsay of anyone. Done without fraud at Amsterdam in New Netherland in the presence of Albert Albertsen Ter Huine and Sybrant Jansen Galma, credible witnesses hereunto invited on the 25th April 1662.

Sybranse Janse Gallama
Henderik Matysen of New Uytrecht
Albart Alburtsen

In my presence
Salomon Lachaire
Not. Pub.

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses, appeared the worthy Albert Albertsen Ter Hurne of New Utregh, to me Notary known, who acknowledged for himself and his heirs to be well and truly indebted unto Mr. Nicolaes de Meyer, of this city burgher, in a sum of two hundred and twenty-four guilders one stiver in wheat at the current price of wampum, and in addition in a sum of one hundred and twelve guilders in good whole merchantable bearskins @ eight guilders each; also twenty-six skepels of winter wheat and three skepels of rye, altogether on account of the purchase and delivery of divers goods, wares and merchandise
received before the execution hereof to the satisfaction of the appearer; he the appearer therefore promising to deliver here and to pay to the aforesaid de Mayer or his order the aforesaid twenty-six skepels of winter wheat and three skepels of rye within fourteen days precisely and the aforesaid two hundred twenty-four guilders and one stiver in grain and one hundred twelve guilders in bears in the month of December next, without any delay. For the performance and fulfillment of the preceding, the appearer hereby pledges his person and property, moveable and immovable, present and future, without any reserve or exception, submitting them all to all courts, tribunals and judges and especially the appearer's bowery, situate at New Utregh, with farming implements and cattle thereon depending. Willing that this being registered there shall have full force of a mortgage at the request and for the behoof of the aforesaid de Mayer and therefore shall be preferred before all debts already made or yet to be incurred without any person's gainsay, under bond as by law provided. Done without fraud at Amsterdam in New Netherland in the presence of Schout Pieter Tonneman and Hendrick Matysen, credible witnesses hereunto invited on the 27th April 1662.

Pieter Tonneman
Henderick Matysen

In my presence


Estate of Andries van Buytenhuysen

For board and washing for seventy-one weeks and four days since the 27th September 1660. that he came to board and have done his washing to the 10th February 1662, when he perished; for which board and washing together @ fl. 14 per week

For two [blank]

fl. 994.-

6.-

1000.-

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses, appeared the Reverend and very learned Domine Joannes Theodosius Polhemus, at present minister in the town of Middewout on Long Island, and hath in the strongest form in law unto him in any wise possible, constituted and empowered, as he hereby constitutes, appoints and makes, the worthy Hendrick van Vleuten, apothecary, residing at Amsterdam, specially in the name and on the behalf of him the constituent, to collect from the widow and heirs of the late Mr. Servaes Carpentie, or whosoever administers his estate, payment of seven head of Negroes delivered, and also eight ditto runaway into the bush, according to the bill of sale thereof made and signed by parties in Trespaes in Brazil on the 28th May 1645; in case of a refusal of payment to treat amicably with the aforesaid widow, heirs or administrators of the said Mr. Carpentier about said contract; to that end to desist from suing the aforesaid contract on the side of the constituent, saving the right of property in and to the Negroes sold in Brazil, to all appearance as if these never had been sold. The aforesaid being effected, to sell, barter and
alienate the abovementioned action together with another obliga-
tion against Anthony de Tarde Portus for the sum of one hundred
and twenty milreis dated 20 January 1645 as he the attorney
shall think best and most expedient; to do and execute actionem
sessam in the name and on the behalf of him the constituent;
to receive the stipulated purchase money or wares and to give
full receipt or receipts therefor; and moreover all things
further to do and perform that shall be necessary and demanded
for the furthering and execution of the aforesaid commission,
notwithstanding fuller or more especial orders than are herein
set forth were required in the case, either in law or out of
law, with power of substitution; hereby approving and ratifying
all whatever by the attorney or his substitute, whether in or
out of law, shall be done and performed under bond as by law
provided, on condition that the attorney under like bond re-
main bound when required to render good, fair proof, account
and reliqua of his agency. Done without fraud at Amsterdam in
New Netherland the 2nd day May 1662 in the presence of Claes
Marchall and Jacob Jacobs Swart, credible witnesses hereunto
invited.

Claes Marchal

Jacob Jacobsen Swart

Johannes Theodorus Polhemus

In my presence

Gave minute hereof to Domine
Polhemus 10 November 1662.
is dr. fl. 6.15 light

At the requisition of De Joannes Theodosius Polhemus I have
recorded this following contract as the original was to be sent
to Patria with the preceding power of attorney.

Copy.

In the year of our Lord and Savior Jesus Christ, one thou-
sand six hundred and forty-five, the 28th May, I Servas Car-
pentier and Joannes Theodosius Polhemus, at present minister in
the Captaincy of Itamarca, agreed and arranged about the sale
of Negroes in the manner following, to wit:

That Domine Polhemus aforesaid sells to Mr. Servas Car-
pentier six Negroes and three little children counted as one
Negro, making seven head, for the sum of twenty-two hundred
Carolus guilders; also eight Negroes who are at this date run-
aways, and astray in the bush; for which the said Mr. Carpen-
tier shall pay the sum of two hundred and seventy-five Carolus
guilders for each Negro, well understanding for each whom Mr.
Carpentier shall get into his hands whether of said Negro's
own willingness to appear, or by force used thereunto, pro-
vided that the said Mr. Carpentier shall be bound to defray the
expenses which may be incurred thereupon, and the time of the
whole payment for said Negroes shall be in the month of March
of the year one thousand six hundred and forty-seven precisely.
In testimony of the truth of what precedes we both together
have signed with our own hands two of the like tenor. Done in Trespaes as above the 28th May 1645.

T. Polinck as witness signed S. Carpentier

Jacob Volckers, witness Johannes Th. Polhemus

2 May

For Asser Levy drew two notes against Auke Jans for the sum of fl. 412.4 wampum payable before the departure of this year's ships; owes fl. 1.10.-

Albert Cornelis Wantenaar Dr.

For a day at Breukelen with him fl. 4.--.-
For a procuration of Reyer Cornelis 1.10.-
For an obligation of ditto 1.10.-

Jan Gilles de Jongh Dr.

To the following copies handed to van Elslant to be given to De Vos fl. 1.--.-
Copy of Willem Beekman's letter 2.--.-
Copy of the affidavit of Foreest and W. Wessel, 2 pp. 1.10.-
Copy of judgment and return 1.10.-
Copy of Hoorn's account sworn 1.10.-
Copy of petition with apostil and return 1.10.-

Jan van Kleef Dr.

For two days journey to N. Utregh to serve Segers Loures Jansen or Stynte Louren fl. 8.--.-
To comprise between him and Jacob Swart 1.10.-
To an arbitration 1.10.-
To the approbation etc. 1.10.-

Albert Alberts Dr.

To an affidavit of four witnesses 2 pp. fl. 1.10.-
To copy thereof 1.--.-
To agreement between him and Corlar 1.10.-
To copy delivered to Albert 1.10.-
Received from Albert fl. 3.1 1/2
Abraham Frost

To translating a note against Francois de Bruyn fl. 1.10.-
To ditto against James Cristy 1.10.-
To minute of the Baily 1.---.-
---
4 0

3 May

Have been with Jacob Vis to Pluvier's and asked Pluvier whether he would still hold to his word that he gave me yesterday at the City Hall; that is, to give back the beds for the price he had paid for them, to wit fl. 260 in wampum. He gave for answer, It must be done this week at latest or then he must look for another trader, as he was in need of money, not beds.

[The original English documents were translated by Lachaire into Dutch. O'Callaghan translated the Dutch.]

Translation.

Whereas Tobias Feeke hath on the 10th November 1659, instituted an action against William Hallet and the judgment then of the Court there was as follows:

Whereas Tobias Feeke plaintiff hath instituted an action against William Hallet on account of a certain debt which his uncle Robert Feeke owed him, demanding payment thereof from the defendant William Hallet, seeing that he hath received into his hands his uncle's property and is still administrator of his estate. To which, defendant Willem Hallet produces a writing under the hand of the aforesaid Robert Feeke that testifies that the goods which William Hallet has of the said Robert Feeke is with his consent and agreement, for which reason the Court is of opinion that it cannot yet pronounce any definitive judgment in this case. Condemns Tobias Feeke in the costs of suit.

And now on the 5th April 1662, Tobias Feeke having requested revision of the aforesaid action, and the Court not finding any more foundation or reasons for passing any other judgment in the aforesaid case than heretofore, and that the aforesaid Willem Hallet having received a letter from Tobias's uncle wherein the same says and writes that the debt was his and that he paid it to Tobias Feeke and owes him nothing more, the Court finding that Willem Hallet is not indebted to pay anything of what Tobias Feeke demands of him, condemn Tobias Feeke in the costs of suit.

Written by me Edwart Heart, clericus

Translation. The 5th April 1662.

Judgment of the Court in the suit between William Hallet and Tobias Feek.
Whereas it appears by divers witnesses affirming that Tobias Feeke was heard by them to say that he had given William Hallet a piece of land situate near his house on condition that he, Hallet, should make and maintain a certain piece of a fence common to them both, and now Willem Hallet hath sold said land to Robert Hobs, the aforesaid Tobias Feek comes to take back the said land which he hath once given, forbidding Robert Hobs the possession thereof; whereupon Willem Hallet hath prosecuted and demanded a written deed for said land. The Court hath ordered that Tobias Feeke shall give William Hallet a written deed, and William Hallet shall enter into a bond that said fence shall be kept in such order that Tobias Feek shall not suffer any damage thereby; which shall be done and performed in two days from date hereof. Condemn Tobias Feek in costs of Court.

Translation.

This may certify to whom it might concern respecting Mr. Robert Feeke, sometime an inhabitant of Greenwich near Stanford, whose wife is married to William Hallet, that the said Mr. Feeke, according to the best of our knowledge, being well acquainted with him in consequence of great intercourse with him, was a man whose God-fearing heart was so absorbed with spiritual and heavenly things, that he little thought of the things of this life, and took neither heed nor care of what tended to his external prosperity; we moreover considered and regarded him as a man so unsettled and troubled in his understanding and brain that although he was at times better settled than at others, nevertheless in his last years and about the time he agreed with his wife respecting the division of their temporal property, he was not a man of any wisdom, or capable of acting understandingly like any other man in a matter regarding his own benefit, profit and advantage. In like manner we testify that he as yet on all occasions exhibited a more than ordinary respect towards his late wife, and that he in our opinion was more easily to be seduced by her to do whatever she wished, than what was wise and reasonable in the opinion of a man who was compost sui and as, we say, his own man.

Witness John Bishopp
Rich'd Lawe
Francis Bell

Translation.

I think it proper to add what follows as regards myself individually, for said Mr. Feeke living in my family, I could better see his moderation or want of temper and divorce, by which I foresaw that his journey to Greenwich might perhaps tend to his prejudice. I advised him to the contrary, and he was willing to take my advice but slipped in haste without my knowledge to Greenwich, and there did as appears. I and my wife were angry because he went away so far from his property; but he answered and seemed to be well satisfied by himself, giving out that his wife took the children and therefore needed the property more than he; from which I concluded, although what is drawn up in the agreement does not accord with what is reasonable, he nevertheless hath had regard to his children and their advantage in leaving the property to their mother; in which regard, as aforesaid, may perhaps be observed, in a
more divine sense, that the children possess a natural and innate right to the property which belonged to their father, although it be that the father through bad management suffers want. In short, through the management or agreement he became melancholy and about fourteen days after was seriously ill, headstrong and crazy.

Witness

John Bishop

Respectfully showeth Tobias Feake, an inhabitant of Flushing on Long Island, that he, the petitioner, after long patience, finally on the 10th November 1659, has been necessitated to sustain a suit as plaintiff before the Court of Flushing aforesaid, with and against William Hallet, also an inhabitant there, defendant demanding of the same, as possessor and administrator of the estate and goods of one Robert Feek, the petitioner's uncle -- whose wife he, the defendant married in the lifetime of the said Robert Feek, and thereby obtained the management of his estate -- the sum of three hundred and seventy-five pounds sterling on account of principal, interest and profit of nineteen years of sixty-five pounds, nine shillings and five pence sterling, which the aforesaid Robert Feeke, as uncle and guardian, owed the plaintiff, being a balance of his patrimony; all more fully appearing by his declaration herewith translated. In opposition to which the defendant then produced a certain writing to the effect that he, the abovenamed Robert Feake, had conveyed his estate and property to the defendant, and had desisted from the ownership, save the enjoyment of a certain small portion for his support. And although the plaintiff replied and proved by the evidence of Edward Jessopp, that the defendant had been guilty of a fraud in regard to the aforesaid agreement, and that such deed, which was made in fraud of the creditors' and especially of the orphans' property, was invalid; nevertheless, those of the Court aforesaid were not pleased to render any definitive judgment in the case in question, except to condemn him the plaintiff in the costs of suit. Whereupon it followed that your petitioner, having afterwards obtained out of New England and elsewhere additional witnesses in justification of his claim, was advised on the 5th April last to request a reconsideration of the abovementioned case before the Honorable Court aforesaid; to that end again summoning William Hallet, adding his conclusion with interest and profit of two years, estimating his claim at the sum of five hundred and twenty-two pounds, nine shillings, and eight pence sterling, producing divers credible affidavits in verification of his demand; against which the defendant William Hallet produced a letter of his predecessor Robert Feake, stating that the debt was his, but that he had paid all to the plaintiff and consequently owed him nothing. Those of the Court aforesaid, committing a gross mistake, without taking any notice of the manifold affidavits produced, ignoring any further argument or reasons for giving any other judgment than the previous one, nevertheless at sight of the aforesaid letter (which at all events does not prove against the plaintiff) adjudged the defendant not bound to pay anything of all that the plaintiff was claiming from him. Therefore condemning him in the costs
of suit, by which judgment having the force of a definitive sentence both in respect of the dismissal of the complaint and in regard to the condemnation of costs, the petitioner, finding himself seriously aggrieved also by a judgment pronounced on the same day against him the petitioner wherein he is condemned to execute an absolute written deed to the aforesaid Hallet for a piece of land that had been granted to him on certain conditions which said Hallet never performed, as more fully appears by the judgment dated 5th April herewith translated, is counselled to turn to Your Honors praying Your Honors' mandamus of appeal in both cases with the clause compulsor against the Secretary in order to have authenticated copy of the pleadings and especially of the abovementioned contract of Robert Feake wherewith the defendant justifies himself, together with copy of the affidavits whereupon the last judgment in the matter of the deed is founded; and moreover with the clause of inhibition in optima forma. This doing he remains...

4th May Drew up a petition at the request of the Magistrates of Gravesend to the Director General and Council of New Netherland setting forth that Harmen Vedder cum sociis should be ordered again to set up the fence on Coney Island thrown down by them, to demolish their newly begun fence, to drive off their hogs from the aforesaid island; in short to allow the free and peaceable use to the petitioners of the island aforesaid and to pay the costs herein incurred.

Indebted for the same fl. 2.10.-

Wrote a letter to Tobias Feekes informing him that letters relating to his wife's and children's inheritance were sent from Holland to Claes van Elslant which he must answer without delay; I sent this letter by Roelof de Kramer.

5. Tobias Feekes came hither with Arian Cornelis about the aforesaid letter; went with him to van Elslant; read the letter; they request copy in English; translate it; they owe for all together in light money fl. 8.-.-

Whereupon I have received from Daniel Patrick 4.-.-

6. This date gave Claes van Elslant to be handed to De Vos copy of the inventory of Mr. Paulus contra Juriaen the cooper, with affidavit of Schaefbanck; owes together fl. 1.12.-

Inventory of all the documents which Jan Gilles de Jongh, Opposant and Plaintiff in case of attachment, shall produce and deliver to the Honorable Court of this city, contra the Curators of the insolvent estate of Reyndert Jansen Hoorn, Arrestants and Defendants.

First, the opposant and plaintiff produces this his inventory marked Letter A. Power of attorney is not necessary,
as the suit is carried on under the direction of the opposant.

The Appellant also produces the judgment pronounced by Your Honors in his favor against Tielman van Vleck, attorney of Mr. Alexander de Hinojossa, dated 6th Xber 1661, with the Marshal's return dated 16, 17, and 19 ditto, marked Letters B: C.

Whereby it appears that Notary van Vleeck does not make any opposition to the aforesaid judgment but on his side lets it take its course in virtue of the decision; he only excepts and appeals on the attachment levied by van Hooren's curators on Hinojossa's money in his hand; so that the opposant, being a burgher of this city, is, by virtue of his burgher privilege, authorized to oppose the said attachment so far as it is to his prejudice.

The appellant likewise produces his petition with the order of this Honorable Court, dated 21st December 1661, marked Letters C:D.

Setting forth his lawful reasons of opposition, requesting execution on the judgment obtained, saving the action which the curators in this case intend to have against the opposant.

Produces again a petition dated 14th February 1662 for the furtherance of the suit, marked with the Letter D.

The arrestants are obliged to produce their rescription; if not, the plaintiff produces copy thereof marked Letters D. E.

Plaintiff produces against it his well-founded written replication marked Letters E. F.

The arrestants are bound to produce their written rejoinder; if not, appellant produces copy thereof marked F. G.

Plaintiff also produces Reyndert Jansen Hooren's deed dated 15th Xber 1660, marked Letters G. H.

Produces also an affidavit of Warnaer Wessels and Isaak Foreest dated 11 April, marked Letters H. J.

Produces likewise Hooren's sworn account J. K.

Produces finally letter of Mr. Beekman, K. L.

To the Honorable Burgomasters and Schepens of the city Amsterdam in New Netherland.

Honorable Lords:

The appellant having in his written replication fully and clearly enough shown his lawful reasons for opposing so far as it tends to his prejudice the attachment levied by the curators of the intestate estate of Reyndert Jansen apparently on the effects of the Honorable Mr. Alexander Hinojossa in the hands of Thielman van Vleeck, his attorney, but in reality against
the effects of the appellant, belonging to him in virtue of a judgment issued in virtue of the decision, and accordingly concludes in his regard to the nullity of the same and to the making good of his thereby impaired interest, with costs, and should not have considered it necessary to swell this suit with any further deduction, were it not that he had perceived the arrestants, or their scribe, have tried with distortions and misinterpretations of the appellant's words, to bring him, the appellant, in bad odor before and with Your Honors, apparently as if the appellant, acting against the arrestants and their unseemly proceedings and to that end quoting some texts from Barnard van Sutfen, The Charters of Amsterdam and The Collections of Rosenboom, had reflected on Your Honors in your office and employment, the which, and it shall be declared more fully by and by, as the scribe hath so truly guessed, would be as applicable thereto as a spinning wheel to a cabbage pot. But in order to afford Your Honors a correct idea of the appellant's intention, Your Honors will please to understand that it is not unknown to the appellant that judgment and sentence were granted, error and fraud excepted, to wit: if the judge might have been misled through fraudulent instruments or false witnesses, but whereas neither error nor fraud appears herein, except alone on the side of the arrestants, who with the envious fox drag their tails through the mire and perish rather than let the shorttailed ox pass over to save himself from the freshet; and through envy willingly sacrifice an eye so that the neighbor may become totally blind; for with unfounded attachment do they embarrass the appellant, and meanwhile sacrifice not only him but themselves and their partners. Therefore the appellant opposing himself thereto, as a definitive judgment cannot be revoked after having been pronounced, not that the judge, who always must hear the adverse party, was held herein in any wise suspect, but that the arrestants, well knowing that Thielman van Vleec, attorney of Mr. d'Hinoyossa, was not proceeded against either by fraudulent instruments or false witnesses, seeing their mistake, might be willing to desist from the attachment made, allow the desired execution to have its course, and proceed as they thought proper without form of attachment against the appellant, who without boasting is sufficiently responsible for the judgment, if he might be allowed to satisfy the same, alleging to that end the privilege of burgher right and its benefit belonging to him the opposant.

It is not enough for the arrestants to say that the deed whereby the appellant acting hath obtained the aforesaid judgment, is insufficient and was given by a person who had not the power to grant it; but that must evidently be proved, also that the appellant had had previous knowledge of the flight of Reynard Hooren, and therefore acted not in good faith, but fraudulently (see Roman Dutch Law, Lib. 3: folio 177) without the appellant's being bound to prove more minutely and more fully than heretofore the fairness of his transaction, it being enough for him that the deed was executed publicly before a notary and credible witnesses, at least four weeks before the said Hooren was openly esteemed here to be bankrupt (Recueil of Roseboom), for the exception of fraud alleged must be proved notwithstanding the appellant's having justice and truth in his favor; he hath produced and proved by the affidavits of the worthy Isaacq de Foreest, former Schepen and Warnaer Wessels himself, one of the arrestants, marked Letter [blank], that he on the 13th Xber 1660, after settlement and liquidation made with the aforesaid Hooren, hath treated, agreed, and arranged in good faith for the purchase of the aforesaid 87 1/2 pounds
of beaver and that the said Hooren hath given it to him in pay­ment of his debt, which he had power to do (see the aforesaid, folio 187), receiving immediately from the hands of the appel­lant the overplus so far as it came to, in good strung wampum which he immediately paid to his creditor, Warnaer. So that, at all events, the deed dated 15th Xber cannot be presumed, much less proved, to have been made in fraud of the creditors.

Were it the case that Hooren should not have power to give the property in question to the appellant, in payment, after previous liquidation and settlement, therefore he must have pro­ceeded for nearly a year long to obtain judgment and still be unprepared to receive the money, so that if the judgment ob­tained at the cost and peril of the appellant now should inure to the advantage of the curators and arrestants, so should without doubt the curators, creditors of said Hooren, be holden to bring into the common fund such payment as they have re­ceived from him at any time in ready money or goods, at least shortly before Hoorn's departure, especially Warnar Wessels, who in the presence of the appellant and Foreest, hath received the overplus from Hoorn's hands in satisfaction of account, as appears by the abovementioned affidavits, Exhibit [blank].

The arrestants are also bound to prove the deed from Hoorn was made within the four weeks (as the text states) or within twenty-eight days, as the scribe expounds [it] in his folly; but whereas in their delivered inventory no instrument of this character is named, the contrary being well known to them, therefore the plaintiff hath produced under Letter [blank] a certain letter from Mr. Willem Beekman dated 23rd January 1661, being an answer to a letter of the appellant, sent cito over­land by an Indian to him, with procuration to prevent Hooren's acquiring the action in question, being dated 13th ditto, whence it is to be concluded that in case Hooren had been earlier deemed a bankrupt here, this precaution would also have been earlier put in motion, yet full thirty days are elapsed be­tween the date of the deed and this letter.

7 May
Jan Gilles de Jongh

To copy of the affidavit of Foreest and Warnaer Wessels
To inventory and deduction of the suit against the curators of Reyndert Hooren consisting of 10 1/2 pp. @ fl 2 per p. Dr. fl. 2.-.- 21.-.-

This date Thomas Lawrens of Middelburgh requested my ad­vice in a case between him and one Fido respecting the sale of certain land and orchard which were absolutely sold, as appears by the bill of sale, and paid for as appears by the receipt, and nevertheless it is decided by the Court that the grantor might sell the apple trees out of the orchard to a third, because the purchaser had consented thereto verbally and in writing after the date of the aforesaid purchase, on condition that they should be removed before the first of May, which was not done; and whereas all that is reciprocally promised is not binding unless it be performed, if that be possible to do,
which does not appear in this instance, it was my opinion that the aforesaid decision was improperly made, and that there were good grounds for an appeal.

He further inquired if he could well refuse arbitrators which were decided by the ordinary judge, especially as he was not compromised on that point; my answer was, that arbitrators cannot go without compromise.

He further asked if he, being Clerk of the Court, and having a private case of his own, should submit to be abused as a liar in the Court, with various other opprobrious epithets, reparation whereof he had sought in Court but had not obtained it. My advice was to apply to the Supreme Council, as he should in no wise suffer such.

Abraham Frost, Plaintiff
contra
Francoyis Bruyn, Defendant

To the Honorable Burgomasters and Schepens of this city Amsterdam in New Netherland

Plaintiff concludes that defendant shall be condemned to pay according to obligation dated 19th November 1661 the quantity of seven ankers of good merchantable anise waters, with indemnity for so much as they have depreciated in value since the time specified, and further the loss suffered by the plaintiff for want thereof, with costs already incurred for their recovery, as appears by the declaration annexed, and all such other as shall still accrue, according to the taxation and estimation of the Honorable Court. All with costs.

Frost Dr. for the above declaration fl. -.18.-
For translating the same 1.10.-
For translating two affidavits 2.---.-
For translating a bill of sale with Master Paulus 1.10.-
For divers translations of 2nd instant 4.---.-
9.18.-

10 May.

Received from Abraham Frost 4.13.-
5. 5.-

To the Honorable Director General and Council of New Netherland

Respectfully showeth Pieter Jansen Trimbol, otherwise the Norman, having his lands on the south side of the Norman's Kill on Long Island, that it is found not only very inconvenient for him, the petitioner to live so far from the village of Bushwick as his lands, but also very discommodable and troublesome for travelers by night in storm and other difficulties, that there is no one at the mouth of the aforesaid kill where the
petitioner's land lies and he resides, being by all inconveniences deprived of all assistance and help, whereby a fatal accident has already occurred and is still to be dreaded; therefore he the petitioner has been advised to resort to Your Honors and to pray, as he does hereby, that he be permitted to erect a hamlet of three or four families on his farm; whereunto the petitioner is ready to convey to each twelve morgens in fee out of his patent, and to form said homesteads in such order and on such places as Your Honors or your commissioners will think most proper; he the petitioner having already, in case Your Honors consent, presented two lots, one to Isaacq de Foreest and the other to Harmen Steppe, who immediately and with the petitioner will undertake to make up and bring into order the aforesaid hamlet. Awaiting hereupon a favorable apostil, [he] is and remains Your Honors' most humble petitioner.

Pieter Janse owes for this petition fl. 3.15.- Paid

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses, appeared Magdalena Hansen, wife of Hendrick Jansen Spiers, an inhabitant of Gamoepa, as his agent, on the one side, and Cristoffel van Laer, shoemaker, of this city an inhabitant, on the other side, both to me the Notary known, and declared to have agreed and arranged together on the following conditions, that is:

Magdalena Hansen in the name of her husband Hendrick Spiers declared to have sold, and Cristoffel van Laer acknowledges to have bought from her, his the seller's house and lot, standing and situate on the Heregraht within this city, next to the house and lot of the Honorable Burgomaster Olof Stevens van Cortlant on the one, and Gerrit Jansen Roos on the other side, extends from the burghwal to the rear of the lot of the late Abraham de la Noye, long and broad according to the deed; and further as it is at present fenced and improved, with all that is earth and nailfast thereon and therein with the tenant belonging to the seller, with such existing etc., together with all the fences or right thereto belonging to the seller; so much stone, brick, timber and other materials as are intended for the further building of the house, and to brought in or about the same already by the seller or his order is included in this purchase, and shall inure to the buyer; further the seller is bound on notification from the purchaser to deliver at the house aforesaid all the lime yet remaining which shall be necessary to the erection and completion of the cellar under the house aforesaid; for all which abovementioned the purchaser promised and hereby promises to pay to the seller or his order in all the sum of fifteen hundred guilders in good strung wampum and that in the following installments and payments, that is: now within one current month two hundred guilders more or less, according to the convenience of the purchaser, and in May anno 1663 the balance of the first third part, being together with the aforesaid payment, five hundred guilders; the second payment in May 1664 a like five hundred guilders, and the third and last payment five hundred like guilders in May 1665, in all amounting to the promised fifteen hundred guilders and no more; the deed shall be made in due form to the buyer on the first promised payment, on executing a mortgage for the remainder of the purchase money. On all above related conditions the aforesaid parties declare to have agreed together and promise to perform and fulfill the same in fact under bond of their persons
and properties respectively; especially the seller obliges herself in the strongest form to cause these presents to be approved by her aforementioned absent husband to all appearance as if he had done and performed it in proper person, renouncing the benefit senatus consultii vellianii, the effect of which she well understands. Done without guile or deceit this 9th day of May 1662, at Amsterdam in New Netherland, in the presence of Aldert Coningh and Cornelis Gaerloofsen Visser, credible witnesses hereunto invited.

Allert Coningham
Cornelius Gerloofs

In the presence of me

On the 12th day of May 1663
Hendrick Spiers hath approved this and confirmed it with his own hand.

Henrich Yansen Spirs

In my presence quod attestor
Salomon Lachaire, N. P.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Jan Schryver, of this city tavernkeeper, on the one part, and Mr. Paulus van der Beek, also an inhabitant here, on the other part, and declared to have agreed and convened together on the following conditions, that is:

Jan Schryver declared to have sold, and Mr. Paulus van der Beeks acknowledged to have bought from him, his, the seller's lot situated within this city on the Beversgraft, between the house and lot of Hendrick van Bommel and Pieter Pia, extending in front from the Beversgraft to the rear on the Marckvelt Steegh, long and broad according to the ground brief and deed thereof being all with such right of property, existing and dominant services and rights as the seller possessed it to this date, with the fence thereby being the seller's own; for which the purchaser hath promised and doth hereby promise to pay to the seller or his order the quantity of two thousand five hundred pieces of good merchantable hickory firewood, to be delivered here on the beach, within the time of one year from date hereof. The aforesaid lot, with the titles thereunto belonging, the purchaser shall receive on the date hereof, and the deed shall be delivered to him on due notification of the seller; all under bond as by law provided, without guile or deceit. Done and executed at Amsterdam in New Netherland in the presence of Eghbert Meynders and Pieter Harmes, of this city burguers, credible witnesses hereunto invited, on the 10th day May 1662.
Copy in duplicate to Jan Schryver
For the minute fl. 2.10.-
For my journey 1.10.-
Debit light fl. 4.10.-
6.15.-

12 May Mr. Nicolaes de Mayer
For an obligation in English against James Underwood dated 25th November 1661 with my journey fl. 2.10.-
To the copy in English and translation in Dutch 2.--.-

Stoffel van Laer
To a bill of sale fl. 1.10.-
To my journey 1.10.-
To a copy in duplicate, together 6 pp.
Heavy money 6.10.-
Light money 12.15.-

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undersigned witnesses, appeared the worthy Eva Jeurians, wife of Jan Rinckhout, residing in the village of Beverwyck at Fort Orange, and acknowledged both for herself and for her brother, Daniel Rinckhout, baker, resident of that aforesaid place, to be well and truly indebted unto Mr. Nicolaes de Meyer, of this city burgher, in a sum of twenty-nine pieces of good whole beaver, at eight guilders the piece, and that for sixty-seven skepels of rye, thirty-one skepels of wheat, and two and one-half skepels of maize, received and obtained before the executing hereof from the aforesaid De Mayer or his order, she, the appearer, promising therefore to satisfy and pay the abovenamed sum of twenty-nine beavers here to the said De Mayer or his order, in the month of June or July next, without longer delay or postponement; under bond of her, the appearer's, person and property, moveable and immovable, without any reserve or exception; submitting them all and also the property of her aforesaid brother Daniel Rinckhout, in partnership with her herein, to all courts, tribunals and judges, renouncing and disclaiming the benefit senatus consulti villianii, well understanding the value legally belonging to, and the effect thereof, and by me the Notary fairly explained to her; all without guile or deceit. Done and executed at Amsterdam in New Netherland in the presence of Aert Pieters van Beest and Meyndert Coerten, credible witnesses hereunto invited, who have signed these presents with the appearer, who consented to the minute hereof, on the 13th day of May 1662.

Myndert Coerten

The mark of Art Pieters made by himself

Eva rynckhalth

In the presence of me
On the 8th May went, at the request of Adriaen Symonse, to the house of Warnaer Wessels, and there with Jan Gilles de Jongh, Jan Janse van Breste and Fredrik Gysberts, entered upon the examination of the disputed account between said Arian and Hendrick Obe. From both their accounts I have made another account. After I submitted the same to parties, they were satisfied, and it appears by balance of said account that Adriaen Symons was due a sum of twenty-six guilders, five stivers, in wampum, for which a note was executed; and further it was by friends decided that Hendrick Obe should pay the treat, and Adriaen Symonse the notarial fees, except that the half should be paid in regard to the mistake on one side and the other. It comes:

For my journey fl. 1.---.
For three hours attendance and drawing a/c 1.---.
For writing the note 1.10.-

Ditto

Hendrik Obe owes for writing another note, as the first was burned through carelessness fl. 1.---.

Joannes de Witt Dr.
For a petition with copy fl. 1.10.-

Jan Gilles de Jong ditto 1.10.-

Mr. William Hollingworth Dr.
For attendance at Court with him as interpreter fl. 2.-.
For consultation about his case 1.-.
For going with him to the Secretary and Burgomaster 1.-

Paid 4.-

6.-

10th ditto Ariaen Symonse Dr.
For searching for his note at Jan Verbeek's, but in vain fl. 1.-

N.B. In the matter of Tryntie van Hengelen, it is to be noted that the sum of fl 166 which Capt. Post retained from her she took from Cornelis Molyn for debt; which ox he sold to Jan Schryver and Cars Jansen:

To ask Molyn if he did not know that Arent Hengelen had brought to Staten Island before the war a cow with two calves
which belonged to himself and not to Kappel. The same: Elsie Wessels, Thomas the Carman's wife; Hendrick the weaver and his wife in the Bay; Johannes Markus the basket-maker's wife, named Elslie van Oldenseel, at Breucklen.

Reciprocal Will between Servyn Lourens van Roodschilt in Denmark, lawful husband, and Tryntie Reynderts van Hengelen in the county of Zutphen, last widow of the late Arent Theunisen van Hengelen: The longest liver of both of them, the full possession and propriety of all the testator's or testatrix's goods, except the bare portion of the testatrix's children by a former marriage, named Reinier, Mary, and Hendrick Arents, and their child or children.

On the 23rd May drew up a power of attorney in English for Bartholomeus Appel to Henry Timberlake of Road Island, to take up and use for the constituent's benefit a certain piece of land there called Appelgat's Plain formerly belonging to his the constituent's deceased father. The witnesses are Nicolaes Meyer and Hendrick Obe.

On the 9th June translated for Mr. Cornelis Steenwyck and Company in the ship Nathaniel a letter to James.

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<th>Comes for my journey</th>
<th>fl. 1.-.-</th>
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Pieter Schaefbank the Marshal was required in the name of Frans Jansen Hooghten to repair to the persons of Jacob and Pieter Wolpherts van Kouwenhoven and the heirs of the late Wolfert Gerrits van Kouwenhoven and to serve them with the following notification:

Jacob and Pieter van Kouwenhoven. You are hereby notified that you will have to put me, within the time of twice four and twenty hours, in the peaceful and free possession of the land which your late father sold and conveyed to me, namely, the flat under the Court of Amersfort, adjudicated to me on the second of March last by the Director General and Council; or if you still remain in default, I shall be under the necessity to constrain you by imprisonment; thereunto according to the order of the said Director General and Council awaiting hereunto your categorical answer.

The 24 June 1662.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Adriaen Symonse Beer, merchant, a resident of this city, who declared to cede, transport and convey, as he doth hereby cede, transport and convey, to and for the behoof of Gerrit Hendrix, Inspector of the Weighhouse, here also present, and accepting these, and that in full, true, free property, a quantity of three thousand pounds of good merchantable Virginia leaf
tobacco in casks, which is justly due him the grantor from Hans Fredricx, at present in Virginia, he the grantor acknowledging before executing these to be well satisfied and paid therefor out of the hands of the aforesaid Gerrit Hendrix, the first penny with the last; he the grantor, therefore, surrendering fully the aforesaid action or right which he has as aforesaid on the person or goods of the said Hans Fredricxe for the sum of the abovementioned three thousand pounds of tobacco, to the behoof of the said Gerrit Hendrixe and his order, to collect and receive the said tobacco from the hands of the said Hans Fredrixe or his order here in the city and for to possess the same, to dispose thereof freely and fully as he could or might do with all other his own goods, without his, the grantor's, or his heirs' retaining in any the least manner any right, action or pretension in whole or in part thereto; promising never to revoke this deed, but all times to hold it and cause it to be held valid, under penalty as by law provided. Done without fraud at Amsterdam in New Netherland, in the presence of Eghbert Meyndert and Roelof Jansen, burghers of this city, credible witnesses hereunto invited, on the 27th May of this year sixteen hundred and sixty-two.

Echbert Minderse
Aryan Symense Beer

Roelof Jans

In the presence of me

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<th>29. Copy to Gert Hendrix</th>
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Before me Salomon Lachaire Notary Public, admitted etc., and before the undenamed witnesses appeared the worthy Claes Carstense Noorman, of this city burgher, to me Notary known, who acknowledged and declared for himself and his heirs, to be well and truly indebted unto Mr. Nicolaes de Meyer, of this city merchant, in a sum of one hundred and twenty-one guilders, eleven stivers in good strung wampum on account of moneys disbursed for him to the wife of Cars Jansen etc., as appears by balance of account on said Meyer's book; he, the appearer, promising to tender and pay the said fl. 121.11.0 in good strung wampum on or before the first of August next, to the said de Meyer or his order, without any further delay or postponement, under bond of his the appearer's person and property, to collect therefrom on the day of indebtedness the contents of this obligation free of costs and charges. Done without fraud at Amsterdam in New Netherland in the presence of Pieter
Schaefbanck, Court Messenger, and Adriaen Huybers Sterrefelt, credible witnesses, hereunto invited on the first of June 1662.

Pyeter Schaefbanck
Adriaen Huyberse Sterrefelt

The mark
Claes Carstens
Noorman
made by himself

In the presence of me

On the 5th June went with Assar Levy over to the Ferry and there drew up a notarial obligation against Auke Jans.

For my attendance and journey
For writing the obligation
Wrote another obligation for Assar Levy against Evert Direxe van Nas for the sum of fl 30

6th ditto Prepared petition for Johannes de Wit

Ditto for Frans Jansen Van Hooghten

For Jacob Vis, answer against Clocq

For Richard Brudnell, term against Lambert Barents
For taking up minute and fee

9th ditto. Went with Jacob Vis to Breuckelen, to obtain Albert Cornelis Wantenaar's affidavit that he has been with Clocq since the first of November and hath eaten and drunk with him; that he did not appear otherwise than well.

Comes for Attendance
For affidavit

10th ditto With Vis to Andries Jochums
For my attendance and journey
For an affidavit
To Jan de Jongh for affidavit but in vain, as he was not quite certain of the time;
attendance and journey
Jacob Vis, Defendant in case of slander
contra
Pelgrom Clocq Prosecutor and Plaintiff in the same.

To the Honorable Burgomasters and Schepens of this city Amsterdam in New Netherland.

Defendant having seen certain copy of a complaint in case of slander entered by the plaintiff as it appears against the defendant and delivered to Your Honors, together with the order thereupon granted dated 6th June 1662 respectfully gives for answer generally: that he never meddled with, much less injured the plaintiff in his office, honor or fame; but since he found him an ungrateful man he hath manifested altogether too much kindness; and coming to the particular items of the aforesaid written complaint, he does not deny that in the argument on his affidavit given on the requisition of Pluvier and produced by him against the defendant, he hath rejected him as unworthy of any belief against him, inasmuch as in the case of Hans Steyn an account written by the plaintiff was produced against him, in the name and as if it had been drawn out of his the defendant's book, which neither the plaintiff nor any man in the world will prove to have been the case, and it is also declared by Your Honors' decision that the same does not agree; besides that, the defendant would dare declared at the hour of his death that he does not know how the aforesaid Hans Steyn came by the said account; not denying that he hath given orders to the plaintiff, as at that time he was unable to draw out an account according to his book, but whereas the plaintiff, not following his order therein, out of his own head or out of loose papers had followed his own bent contrary to the defendant's intention, the defendant retained said account as being badly written and cannot produce it up to this date; for which reason the defendant maintained that the plaintiff did not act in good faith, or at least not well in the case of Hans Steyn, and therefore also was rejected in Pluvier's affidavit, without however giving him any opprobrious name. And although the defendant, as he had indeed expected, could not fully and sufficiently prove to the Honorable Court his allegation, so that by defect of sufficient proof he is come to succumb, yet is he, nevertheless, according to the opinions of the most esteemed lawyers, not liable to an action for slander, even though he had made use publicly of disparaging words (see B. V. Sutphen 443, folio 7) whereas to the plaintiff there was color of slander without the will to libel, but merely an objection in order to sustain and uphold his case against his party.

The preceding being well understood, Your Honors will easily comprehend that the transaction of the first of November is of a similar nature to the foregoing. For the defendant, seeing that his whole suit was depending and founded on the unfortunate account written by the plaintiff, caused him to be heard on interrogatories, and observed that he declared that he drew up this from his the defendant's books, hath summoned him on the first of November, bringing with him his books with intention that Your Honors should order the plaintiff to show out of what book and leaf the aforesaid account was extracted, as the defendant could not find it, in order thus to show that the aforementioned account, as it agreed with none of the defendant's
books, ought not avail at most any more than white paper. Whence apparently it is gathered that the defendant would then say that the plaintiff acted in bad faith in drawing up said account; and possibly such words fell from him through want of consideration; also that he endeavored to prove so; whereby, if it please you, he is no more liable than Han Steyn, who undertook to confirm his assertion by oath, as appears by the minutes of the first of November 1661, which oath was, however, not exacted of him, and although the suit is determined, that also the plaintiff hath purged himself by oath of the pretended slander, which the defendant could not prevent; for he had no previous intimation thereof; and it would now be considered useless in the defendant to wish to prove his allegation, and if he could and should do so, he will not now, for it can be of no further advantage in his suit, to sustain which he has inserted the challenge against the plaintiff.

The plaintiff, as of then taking to heart the aforesaid reproach, announces the intention to demand reparation therefor. Therein the defendant trusts that the plaintiff's pen hath had a slip; for being a practising lawyer, he knows, or at least ought to know, that he ought not to eat nor drink with, yea, not accept the least token of friendship from a person by whom he maintains he has been slandered, if he desire reparation thereof (see Hugo Grotius titus van Hoon) wherein notwithstanding, the plaintiff never had made the least scruple since that time and few before, as shall be amply enough shown and abundantly proved by deduction. It is, then, better to believe that the plaintiff, well versed in the law, knew very well at the time that he had no cause of action for libel in the alleged reproach, and that such never could serve as a reproach against him; but that, finding himself now in his lodgings without credit, either he wants money to support himself or is stimulated and again encouraged therein by the defendant's dislike of this proceeding, it appearing sufficiently from the style of writing in the complaint, that it does not come out of the plaintiff's head alone—that the plaintiff had first waited the termination of the suits of Hans Steyn and Cornelis Pluvier in order to see whether he was well founded in his action for slander, is as little to be assumed as the former, for he hath not refused even afterwards to drink with the defendant or it must be that the plaintiff thought as little or less of his right of action, under correction and with reverence it is said, than Esau did of his birthright. At all events, the defendant is not now bound to reparation for reasons previously alleged, but he hath voluntarily offered, as he doth hereby offer, to give the plaintiff a public certificate that the challenge which was entered is not warranted and never would have been objected against him, except in the heat of the trial; that in the matter of his natural office, he knows nothing of him but honor and honesty, and therefore hath not scrupled to employ him in that capacity even after that time; to pay the costs of suit incurred herein; maintaining this to be sufficient; and the defendant therefore concludes that Your Honors shall declare that the plaintiff hath no cause of action for slander against him, with dismissal of the complaint. In case of further pleading he demands costs.

Before me Salomon Lachaire, Notary Public, admitted etc., and before the under-named witnesses, appeared the worthy Thomas Wandels, of this city burgher, on the one part, and
Richard Ary, skipper on the bark named The Providence, on the other part, who declared to have agreed and covenanted together on the following conditions, in regard to the claim of non-fulfillment of a certain contract of freight, instituted by the aforesaid Wandel against said Ary, before the Court of this city on 13th June 1662, and according to the order thereof heard this date by Isaac Bedlo and me, Salomon Lachaire, and referred back with our advice to their Honors; to wit—That the aforesaid Thomas Wandel shall give a written order to Richard Ary on the first voyage to Virginia to collect and receive there of Mr. John Barbar a sum of sixteen hundred pounds of tobacco which are due to him, Wandel, as appears by notes thereof to be exhibited and presented; for which tobacco, the abovenamed Richard Ary is bound at his first return to deliver here at the Scale, as an indemnity for the unfulfilled contract, a like sixteen hundred pounds of good, merchantable tobacco, but Thomas Wandel shall bear the sea risk for two casks. The two casks of tobacco which were received by Thomas Wandel in Virginia from Mr. John Barbar he shall bring from there by the first opportunity at his own risk, and if they be received there, Ary shall be credited therefor in deduction of the acknowledged 1600 pounds of tobacco, on paying the freight to this place; then should it be rotten before the order arrive there, it shall be wholly at the charge of Richard Ary; should said Barber have disposed of it to his own profit, the foregoing obligation of 1600 pounds tobacco remains as it stands in value. The same as aforesaid being satisfied, the pretended action is dead and nought, and in this regard the one has nothing to claim from the other; for the performance and fulfillment of what is aforesaid, parties on both sides pledge their respective persons and properties under penalty as by law provided. Done without fraud at Amsterdam in New Netherland in the presence of Mr. Mathew Bounne and Samuel Spicer, witnesses hereunto invited, on the 15 June 1662.

Teste Thomas Wandell
Matthew Bunne
Samuell Spicer

N.B. Richard hath paid 20 stivers light.
Thomas owes 25 stivers ditto.

In the presence of me

Memo: to serve in the case Tobias Feke contra Willem Hallet.

That orphans have legal mortgage on the property of their guardian. See Consultatien first part, fol. 428. ccc.

For the same, that through possession no propriety (title) but simply service inures, if the possession hath lasted a third part of a hundred years. Consul. fol 490.
Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Lambert Barents, of this city burgher, having married Leentie Dirx Servaes, last widow of Aris Otte, on the one part, and Gerrit Hendrickx, Inspector of the Weighhouse here, on the other part, both known to me, Notary, and declared to have agreed and stipulated on the following conditions, that is: Lambert Barents hath sold unto Gerrit Hendrickx aforesaid, who also acknowledged to have bought of him, his the seller's, house and lot standing and situate on the Hooghstraet within this city, bounded on the east by the house and lot of Wessel Everts, west by the house and lot of Notary Tielman van Vleeck, extending in front from the said Hooghstraet to the rear on the Slycksteegh, as the said house and lot stand at present fenced, bounded and improved, with all that is thereon, earth-and nail-fast and further with all such existing and dominant services and rights as the seller hath possessed unto this date; all free and unincumbered without any charge standing thereon or arising therefrom save the Lord's right. For which aforesaid house and lot the purchaser promised and hereby promises to pay to the seller or his order, first, a boat as good or the same as the purchaser hath seen on board the ship de Trou, belonging to the skipper and for sale, and four ells of tolerably good citizen's cloth for a coat, and so much serge for a mantle for the seller's wife, with a pair of men's shoes to be made here, all this to be paid within fourteen days' time, and in addition a sum of six hundred guilders in wampum, payable on the delivery, evacuation and conveyance of the house and lot aforesaid, which shall be done precisely on the first of November next. For the performance and fulfillment of what precedes the respective parties mutually pledge their persons and properties, moveable and immoveable, present and future, without any exception or reservation, submitting them to all courts, tribunals and judges; all fairly and in good faith, requesting acte thereof in due form to be made and delivered by me the Notary. Done without fraud at Amsterdam in New Netherland in the presence of Warnaer Wessels and Roelof Jansen, credible witnesses hereunto invited on the 16th June 1662.

Warnaer Wessels
Roelof Jans
Gerrit Hendryckx

This is the mark made by Lambert Barents himself

Gerrit Hendircx Dr. a journey and instrument the 4th November 2 pages.
merchant, here also present and accepting these, in a sum of one hundred and forty-eight guilders four stivers in wampum and twenty-six pounds of butter, on account of fl. 170.16 due by and accepted for the appearer's son-in-law Johan Appelgate, and the appearer promised to pay the said one hundred and forty-eight guilders four stivers to the aforesaid Mr. de Meyer or his order, within this city, on or before the fifteenth day of January next, with good maize, the skepel calculated at fifty stivers, and the aforesaid twenty-six pounds of butter on next Amsterdam fair [20 October to end of November]; the appearer further and in addition acknowledged to be still indebted for his own particular in a quantity of twenty-four pounds of butter for goods to his satisfaction received, which, exclusive of the abovementioned twenty-six pounds of butter, he promised to pay at the time aforesaid. Without any further delay, or any exception, under bond of his the appearer's person and property, moveable and immoveable, present and future without any reservation, submitting them all to all courts, tribunals and judges, consenting to acte hereof. Done without fraud at Amsterdam in New Netherland in the presence of Jacob Vis and Claes Carstensen Noorman, of this city burghers, witnesses herein, on the 17 June of this year one thousand six hundred and sixty-two.

Jacob Vis

The mark of Claes Carstensen Noorman

William Goulder alyas Goulding.

In the presence of me


Meyer Dr. instrument delivered 29th August

20th ditto. Drew will for Severyn Lourens and Tryntie van Hengelen. See file. And further advised them to let the action against Captain Post lie, unless the children by the former marriage will institute it, as it would well become them, whilst their father's property is not proved in the Orphan Book, and this being a part of their father's estate, it was my advice that they ought to transfer this act, but as the result appeared uncertain, thought it was not prudent, so long as Captain Post is content, to give him any more trouble.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Epke Jacobs, tavernkeeper, inhabitant of Flushing on Long Island, to me the Notary known, and acknowledged for himself and heirs to be well and truly indebted unto Mr. Nicolaes de Meyer, of this city merchant, in a sum of one hundred and four guilders, in good, strung, current wampum and in addition fourteen skepels of peas, one half white and the other half grey, on account of divers wares delivered and received, at divers times satisfactorily had by the appearer from said de Meyer, he the appearer, promising therefore to give and pay the said hundred and four guilders in wampum to the abovenamed de Meyer or his order on demand, and the aforesaid fourteen skepels of peas on or before the first of October next under bond of his the appearer's person and property, moveable and immoveable,
present and future, without any reservation or exception; submitting them all to all courts, tribunals and judges, under bond of voluntary condemnation authorizing before the Honorable Court of this city Notary Tielenman van Vleek to demand judgment and Notary Mateus de Vos to consent thereto without any exception; consenting act hereof to be made and delivered in due form. Done without fraud at Amsterdam in New Netherland in the presence of Claes Marichal and Meyndert Barents van Keyserryke, credible witnesses hereunto invited on the 20th day of June 1662.

Claes Marichal

This is the mark of

Meyndert Barents van

Keyserryk made by himself

Meyndert

In presence of me


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Tobias Feake applicant for a mandamus in Case of Appeal contra William Hallet, Defendant in said case.

To the Right Honorable Director General and Council of New Netherland

Honorable Lords:

The appellant having had one Tobias Dickson living in England for his uncle and blood guardian, was by him sent thence over to New England and placed under the care and guardianship of his uncle Robert Feake, to whom he had sent per the ship Rebecca a quantity of 98.07.3 in goods purchased in England, under bond of the abovenamed Robert Feake that he should employ one half to the best advantage of the appellant, then under the guardianship of the said Robert Feake; the other half belonging to the appellant's sister who married William Palmer, to deliver the same to them. Whereupon it followed that the appellant's uncle became crazy in the year [blank], and when God was pleased to restore him in some measure, he found his wife to be pregnant by the defendant William Hallet; having in consequence proceeded to a separation, he, in a fit of desperation, departed for England, making but little arrangement at Stanfort for the care of his cattle and other property, which were used and taken by the defendant who first, as stated, by adultery and afterwards by marriage hath put himself in possession of the aforesaid Robert Feake's entire estate and property. Now it happens that the appellant hath not received from his uncle Robert Feake in the year 1644 for his share more than one yoke of oxen, one bull, and other trifles amounting together to 32.18.0. And whereas his aforesaid uncle, returning from England, finding himself stripped of all his property, was reduced so low that he was maintained at the expense of the Town of Watertown in New England, and was also, in consequence unable to pay the appellant what belonged
to him on account of his patrimonial portion and advance there­of by him received nor any balance. And whereas according to the common rule of law, orphans cannot suffer nor be wronged by any contract concluded to their prejudice by their guardian, but on the contrary have a legal mortgage on the guardian's property; also, exclusive of that, all whatever belongs to us can be given to no other person without our consent, so as that the pretended possessor should receive the benefit thereof; wherefore the plaintiff proposed to get his pay from the de­fendant, but in consideration that his cousin was still young, and might perhaps be harshly treated on his account by the stepfather, he surceased proceedings until the 10 November 1659, well knowing that his cause, which from the beginning was good, is not outlawed through lapse of time. When the appellant instituted his action against the defendant before the Court of Flushing, the aforesaid Court decided by their interlocutory dated 10th November 1659 that they could not then deliver any definitive judgment in the case, as the said Hallet had produced a written agreement made with the appel­lant's uncle Robert Peake, regarding the surrender and convey­ance of his property, and condemned the appellant in the costs; who having obtained on the 5th April 1662 additional affidavits out of New England and elsewhere, applied for a revision of the aforesaid case, and having clearly enough proved his com­plaint as by annexed affidavits appears; and again abundantly that the pretended agreement was made by the said uncle at the time when he was wholly deprived of reason and incapable of managing his civil affairs, and therefore was not valid even in regard to the uncle, much less in regard to the appellant, whom at all events it could not prejudice; for the uncle could not convey his estate and property, being by legal mortgage bound to the orphan whose property he administered, less in­cumbered to the defendant than he had possessed it himself; and although those of the Court aforesaid should have seen clearly enough that the possessor William Hallet was bound to pay to the appellant the debt of Robert Peake, his predecessor, they nevertheless declared by their erroneous judgment, at present in question, that they could not find any more reason or ground for any other judgment than that heretofore pronounced; then on sight of a singular letter of the appellant's uncle, which in law proves nothing to the prejudice of a third party, they adjudged and found that William Hallet was not bound to pay anything of Tobias Peake's claim, as more fully appears by the judgment herewith translated, thus contradicting themselves in one and the same judgment. Wherefore the appellant concludes that it be declared by Your Honors that the judgment in question is erroneous and properly removed to a higher court by the appellant, and further that the appellant be adjudged his de­mand and conclusion made and taken against the defendant on the 5th April before the Court of Flushing, or otherwise as Your Honors shall from the exigency of the case find to be proper.

To the Right Honorable the
Director General and Council of
New Netherland

Honorable Lords:

The appellant concludes in appeal for the nullity or correction of the judgment in question, as in law he is not
bound to give an absolute conveyance of a piece of land which at the defendant's request he hath granted him for a certain purpose, to wit, as the defendant had many cattle, for a passageway for them to the defendant's barn, on condition that the defendant should build and sufficiently maintain during the use aforesaid, the fence standing between both, which the defendant failed to do, as the appellant proved by affidavits annexed; therefore the usufruct arisen out of the conditional grant is forfeited by the defendant and again lapsed in the appellant, the original proprietor; therefore the appellant, persisting in his counter conclusion, requests that the defendant be ordered in Your Honors' name to remove his hands off the aforesaid piece of land in question and to let the appellant peaceably and quietly do with it as his free own property, the same being, first and foremost, replaced by the defendant in such form as it was at the time he first received the use thereof, and further to pay the costs incurred herein.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undersigned witnesses, appeared the worthy Harmen Jansen van Borkelo with William Jansen van Borkelo, brothers, to me the Notary known, who on the requisition of Aeltie Bickers, of this city tavernkeeper, but to no man's wrong or prejudice but in favor of justice, declared it to be true and truthful that the deponents, sailing in the month of February of this year in a barge from Medenblicq to Amsterdam, got on the passage into conversation with divers persons, among whom was a gunner who, as he related, had formerly sojourned in this country, and had lost or helped to lose the ship North Star; conversing with the deponent William van Borkeloo, he inquired what people had left New Netherland within a short time; that the deponent named some to him, and among others the person of Nicolaes Velthuyzen, being the requirant's husband. Whereupon said gunner said that he was well acquainted with Velthuysen who was Quartermaster in Brazil. Deponent stated that said Velthuysen still had a wife in New Netherland, whereupon the gunner made answer, She will never see him again, for he died on his voyage to Guinea. They the deponents concluding herewith their deposition, being ready to confirm the same on oath when necessary and required. Done without fraud at Amsterdam in New Netherland in the presence of Roelof Jansen and Aerint Juriaens Lantsman, of this city burghers, credible witnesses hereunto invited, on the 22nd day of June 1662.

Roelof Jans
Aerint Jurians Lantsman

This is the mark of Harmen Jansen van barkeloo made by himself

Willem Janz van borkello

In my presence

Before me Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council residing at Amsterdam in New Netherland, and before the undersigned witnesses, appeared Pieter Louweresen, son of Louweris Jansen deceased, in his lifetime an inhabitant of Gravesend, attended
THE REGISTER OF SALOMON LACHAIRE

by Mr. Nicholas Willkens, Magistrate there, his chosen guardian, and his mother Styn tie Lourens, on the one part, and William Jansen van Borculo, of this city an inhabitant, on the other part, all well known to me the Notary, and declared to have traded, contracted and agreed together on the following conditions, that is: Pieter Louwerisen, attended as aforesaid, declared to have sold to William Jansen van Borculo, who acknowledged to have bought from him, the seller's lot of land situate in the town of Gravesend aforesaid, which he had bought from his father-in-law, with all the fruits standing thereon, except one half of the peas already planted by the seller, together with his, the seller's, house, barn, garden, orchard and all dependencies thereof, and all further rights and freedoms of pasture, valley etc. belonging to the inhabitants of Gravesend, without any reservation; also a cart and harness, a plough, and ploughchain, two pigs, and a three-pronged fork, one spade, two axes, a grubbing hook and a weeding hook, two scythes, a sow with three young ones, and further all that is earth- and nail-fast in and on the aforesaid house, barn, garden, orchard and lands, all free and unincumbered, save the Lord's right; for which the buyer hath promised and hereby binds himself to pay to the seller or his order, once the sum of fifteen hundred guilders in good current wampum and that in the following installments and periods, that is: Now down by and upon the delivery three hundred guilders, and on the first of January next, 1663, another three hundred guilders, making together the first payment; the second payment shall be made on the first of January of the year 1664 following with a sum of four hundred guilders; in like manner the third and last payment on the first of January of the following year, sixteen hundred and sixty-five with a sum of five hundred guilders, making together the promised fifteen hundred guilders and no more. All the aforesaid shall be vacated and delivered to the buyer on notification, and payment as aforesaid of the first promised three hundred guilders, except that the seller's father-in-law and family shall enjoy and retain the use of the barn with the buyer and his family, also a residence in the house and its dependencies until the first of May next. All which precedes the contracting parties mutually promise to hold valid and irregragably to observe under bond of their respective persons and properties, the purchased parcel of land, house, barn and dependencies with improvements, fruits, proceeds and profits specially, hypothecated for the fulfillment hereof until the complete payment. Done without fraud at Amsterdam in New Netherland in the presence of Harmen Jansen van Borculo, and Eghberts Meynderts, of this city burghers, credible witnesses hereunto invited, on the 23rd June sixteen hundred and sixty-two.

The mark of Harmen Jansen van borculo made by himself

Pieter Louwerins

The mark of  {W} William Wilkens, guardian.

Wilhem Jans van Borkulloo

Echbert Myndersen

Inventory of the papers between Tobye Peake appellant, etc. contra William Hallet

1. Judgment in question dated 5 April 1662.
3. Affidavit of Thomas Lyons, dated 19th February 1661.
4. Invoice of goods sent by Tobias Dixson.
5.6. Affidavits of John Bishop, Richard Lawe and Frans Bell, dated 10m: 17. 1661.
10. Affidavit of Joseph Meade, dated 16 November 1661.
12. Ditto.
15. Ditto.
17. Affidavit of Robert Coo.
18. Complaint or declaration before the Court of Flushing.

1. I shall also produce his declaration in case of appeal for the restitution integrum of the land at Flushing.
2. Judgment respecting the same dated 5 April 1662.
3. Affidavit of Daniel Patrick, dated 3 Ditto 1662.
5. Affidavit of Henry Sautel and Concider Wood.

On 24 June handed copy hereof to Pieter Schaefbanck, Messenger, to be presented to De Vos to the end if such copy be required he can make it.

Ditto. Schaefbank returned; says that De Vos scolded and swore. Brings the inventory back without asking a copy. I immediately sent Schabank again to him; left the inventory there; otherwise brings no word; in the evening came Vos, demanded copy of all; promised to prepare it.

21 June Mr. Nicolaes de Meyer

For Aert Pieters and Meyndert Coerten contract and two transcripts light fl. 6.15.0

25th Being Sunday evening, sent copy of the complaint by my daughter to De Vos; he sent it back; came himself to quarrel; demanded copy of all; offered it without inventory, which he will not accept.

26 ditto Translated for Warnaer Wessels three English affidavits, to wit: one of John Masten, one of Jan de Pre, one of Edward Heart dated 23 June; comes for each affidavit fl. 1.10.-
3 x 1.10. = 4.10 heavy money fl. 4.10.-

Also copied two affidavits of Jan Teunis dated 24 ditto 2.--.-

Drew a petition to the effect that William Lawrens and all other necessary be cited 2.--.-
Jan Rutgers

For a petition praying stoppage of execution  fl. 1.10.-

Drew rejoinder for Jacob Vis and delivered it in against Pelgrom Clocq  fl. 1.10.-

N.B. For the heirs of Wolphert Gerrits van Kouwenhoven dec'd protested against Jacob Wolpherts and Basse  fl. 2.-.-
For my journey to Eghbert Borsen  1.-.-
For my time 1/2 day  2.-.-

27 ditto. For one journey with Jan Gerrits van Kouwenhoven to Eghbert van Borsem where he declared himself a minor and Pieter Kouwenhoven his uncle  1.-.-

28 June Sent Matheus de Vos, attorney of William Hallet, by order of Tobyas Feake these following copies, and said Tobyas owes for following copies--

For complaint in case of appeal 2 pp.  fl. 2.--.-
Ditto in same case in the matter of Robert Peake  3.--.-
Declaration 3 pp.  3.--.-
Affidavit of Joseph Schot 1 p.  1.--.-
Affidavit of Joseph Meade 1 p.  1.--.-
ditto of William Newman 1 p.  1.--.-
ditto of Edward Jessup  1.--.-
ditto of Henry Jacson and Robert Coo  1.--.-
ditto of Richard Law and Tomas Lyon and Hendrick Jacson  1.--.-
ditto of Henry Jacson and Thomas Lyons  1.10.-
ditto of William Palmer and Thomas Lyon  1.--.-
Invoice 1 page  1.--.-
Affidavit of John Bishop, Richard Low, Francis Bell  1.--.-
ditto of John Bishop  1.--.-
ditto of Daniel Patrick, Henry Sautel and Concide Wood  1.--.-

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Thommes Davits, of this city burgher, on the one part, and Foppe Robberts, also an inhabitant here, on the other part, both well known to me Notary, who declared to have agreed on the following conditions, that is:

Thammes Davits hath leased and Foppe Robberts hath hired from him his, the lessor's, house standing on the Heregroft, occupied at present by the lessor, with all the dependencies and conveniencies belonging thereto, together with the use, as well as the lessor, of certain the lessor's garden, situate on the hill seen by the lessor, and that for one year certain, and
the second year at the option of the lessee, on condition of giving the lessor two months' notice, off or on, in advance; for which the lessee promises to pay to the lessor or his order once the sum of two hundred and twenty guilders in good merchantable leaf tobacco at six stivers the pound, payable here at the Scale, on the expiration of the aforesaid year's lease which shall begin eight days from date, without further delay; the lessee may make any necessary repairs, deducting the same from the rent. Parties mutually promise to hold and cause to be held valid all the aforesaid, under penalty of law. Done without fraud at Amsterdam in New Netherland, in the presence of Hendrick Obe and Robbert Rolants, credible witnesses hereunto invited, on the 28 June 1662.

Hendrick Obe
Robbert Roelants

In the presence of me

On the second of July was sent for by Adriaen Symons to the house of Eghbert van Borsen, where I found Messrs. Strycker and Tonneman with the Marshal, and Adriaen Symons ordered me to bring him his papers and rolls at two o'clock in the afternoon. I have done so, and examined all the obligations with Mr. Strycker. Charge therefor and for my two visits on Strycker's account fl. 3.--.

Ditto. Wrote for Adriaen Symonse two assignments in favor of Gerrit Hendrix; comes for Gerrit's account fl. 1.--.

For my journey with him to Jan Cornelis Root fl. 1.--.

Ditto. Wrote for Adriaen Symonse a receipt in favor of Jan Claesen, whereby he acknowledges that there is due no more than twenty guilders, Holland Currency; for that he owes fl. 1.10.

Ditto. Frans Jansen van Hooghten Dr.

For a verbal consultation in regard to the costs, damages and interest adjudged to him by sentence of the Supreme Council, dated 2 March last, and it was my advice, that he must demand the interest on his money for the purchaser of his land and let the damage the same claims be taxed by the Court and let the heirs of the late Wolfert Gerrits bring in account said taxation on his declaration of costs, damages and interest; comes for my journey and consultation fl. 2.--.

For a verbal consultation in the matter between him and his purchaser of the land, and it was my advice that he must summon him before the Court of Amesfoort in the first instance, and afterwards, in default of prompt payment, to agree with him to pay next year the whole with interest, or else see and get back the land by agreement, on condition of arranging for the rent. Owes therefor fl. 1.--.
Ditto. Drew up a petition for Richard Smit in a case of re-
formation, and carried it to the Secretary's office together
with a translation of the judgment dated 2 March pronounced
before the Court of Middelburgh between him, Smith, and Capt.
John Koe. Comes for my journey, translation and the
petition fl. 4.--.
For a consultation in the case and examination
of the papers 2.--.
For copy of the aforesaid petition, 2 pp. 2.--.
For two journeys 2.--.

(In the margin)
On the 26th October 1662. Richard Smith hath paid this
annexed.

On the 5th July examined the papers and
documents of Adriaen Symonsen and ten obli-
gations, together with five other manuscripts,
and made a list thereof.

fl. 1.10.--

With Mr. Jacob Strycker drew up a list
from the ledger and blotter of Adriaen Symonse
and also from his memorandum, being 3 pages,
containing his outstanding debts as more fully
appears by the aforesaid list filed; comes
for me fl. 3.--.--

For my journey and divers attendance the
ditto 2.--.--
For a notarial deed, the 7th ditto 1.10.--
For a notarial power of attorney ditto 1.10.--
For my journey 1.--.--
For a minute on the discharge from imprisonment
9th ditto. For extracts from the book of
Adriaen Symons 3 pp. 1.--.
For copy of the abovementioned list of debts
3.--.--

Mr. Dirck van Schelluyne, confrater: After greeting to
yourself and beloved wife, I particularly request you legally
to read this enclosed open letter to Eldert Herberts Kruyf, to
request his answer thereupon and having put in form of return
thereupon, to send it back to me in the speediest manner.
You will thereby bind me to perform willingly for you on
another occasion some similar service, and most thankfully to
satisfy you for the trouble taken. Awaiting your civility,
I shall expect the effect on the earliest day, and meanwhile
remain ready to do you a service.


N. Bene. I have not sent this letter, but instead thereof a
power of attorney to and with Fredrick Hendrix, boatman, to
have the required summons served by Schelluyne or any other
person thereunto authorized.
Elbert Herbertsen Kruyf:

You are hereby legally notified in the name of me, Hendrick Jansen Been, that there has been sent me on behalf of Messrs. the Orphan Masters of Naerden, copy of your procuration dated 2nd September 1661, executed before Notary Dirck van Schelleyne, to your brother Cornelis Herberts Cruyf, together with divers accounts and other acts relating to the estate of my late brother, Hendrick Jansen of Naerden, from which I have learned with surprise your order to collect and receive from his heirs and estate-holders a sum of two hundred and twenty guilders and seventeen stivers or the value thereof in Holland Currency, which you pretend you have disbursed and paid for him after his death, according to the vouchers thereof which you have sent to your agent living at Hilversam in Gooylant when you on the contrary know, or ought to know, that I, Hendrick Jansen Been, his oldest brother and lawful heir, am residing here at Breuckelen on Long Island; also, Jan Martens or Dirckje Harmens, the holders of his estate, at whose house he died in the village of Beverwyck, Fort Orange; so that I cannot see the object of that procuration in Gooylant, except to defraud me and my sister together with Messrs. the Orphan Masters, who are altogether too prudent and will not pay without my order. If you have paid anything to Dirckje Harmans, as appears on this copy sent to me, bethink yourself to get it back from her again, as I have settled with her in this matter and shall perform and fulfill my agreement made with her. In regard to the remaining debts which, as you say, you have paid: as this occurred without my order and knowledge, I shall not undertake to pay them, and they will not be paid in Patria, unless it appear just and satisfactory to me. You, or those who claim to be interested, can apply to me; I shall honorably perform what seems to me fair. You have to regulate yourself accordingly, and I await your early answer.

Hendrick Jansen Been

For the foregoing notification 2pp. Dr. fl. 2.---.-
For the copy 2.---.-
For a power of attorney to Fredrick Hendrixsen 1.10.-
For a consultation how to proceed in this case and examining his documents 2.---.-

11th July 1662.

Humbly Showeth Jan Jellis de Jongh, that having come now to understand from divers of his good friends, whom he is necessitated to believe, that he, the petitioner, hath, in Your Honors' presence, berated and offered some violence to the wife of Mr. Jacob Sam, whereof the petitioner, as he was very drunk, has very little recollection except that he well knows that he [illegible] hither, did not well behave towards the said lady, as he was informed that the same had told him afterwards that he had committed unseemly things with his landlord's servant, having been excited by wine, which carried the petitioner's anger and passion beyond all control. The petitioner heartily regrets this now, especially since he had nothing in the least to say to the said Mdme Sam, except what is aforesaid, and it appears, as he is informed, he had comported him-
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self badly towards her. And whereas the petitioner is a burgher of this city, he humbly prays to be provisionally released from imprisonment under bail or such other security as Your Honors shall please to order. He promises to appear at all times in court when required, not doubting a favorable apostil, the rather as the ship is about to sail and hearing this news might greatly alarm this petitioner's friends. He remains

12 July

Mr. Secretary van Ruyven, or Jacob Stryker, as agent of Hobbe Cornelis Hobbe

For copy of the obligation of Jan Staecker fl. 1.--
ditto of pilot Vol 1.--
ditto of the procuration Jan Jans of Amsterdam 1.--
ditto of deed 2 pp. 2.--
ditto of procuration of Hobbe 2.--
copy of the transferred items 3 pp. 3.--

[Lachaire's original English, transcribed by O'Callaghan:]

Appeared before mee Salomon Lachaire, Publicq notary, admitted, etc. and Afore the hereafter named Wittenesses John Houward badseler [bachelor] of Salsberry in Englandt, and heas bound him self for the space of one year beginning this daye, to be a tru and faitful servant unto his master tobias feake of flushinge upon longe Eyslant for to worke upon his farme and to be Comanded in the absence of his foresayd master by his mastris, in any Reasonable Waye and is to have above kost and lodinge, at the yeares end twelf pound starlings in tobb. or goods at tobacco prise, and what hee shall Receave before That shal Then bee rebated. Acted without fraud at Amstrm in The New Netherlandt in The foresente of barthel Appelgate, and Ritchard Stockton Credible witennesses hereunto required This 13th of July 1662

This is the B marke set downe by Bartholeme Appelgate
Richard Stockton
Tobis ffeeke

This is The X merke set down by John Houwardt
My present

Toby feake debet

Richard Smith owes for an affidavit in his suit with Claes Everts and a letter on his behalf. Together fl. 2.--

Memorandum

John Garum, or John Peket, or M: Harde, or John Hathewaye for copy of bond of Robert Feake to be procured at Boston.
14 July. Worthy, right discreet Mr. Luyckas Arents 
Greeting:

Whereas I am authorized by the late skipper ... [  
]deught, 
as well as by letters of Cornelis van delvendiep, Notary at the 
Hague, to address myself to you, so I make bold to request you 
hereby to pay, eight days after sight of my bill of exchange 
dated 19 July 1662, to skipper Jan Jansen Bestevaer or his 
order, on my account, the sum of fifty guilders current money 
in cash. I shall thankfully satisfy you, These then serving 
for advice, if I should not come to speak personally to you 
before this is handed to you, as I am about to sail in the 
ship Arent to come over, in order to realise with my son-in-law 
and brother-in-law our inheritance at The Hague devolved upon 
us.

(Was signed) Tobias Feeke

This day 14th July, I have received from the hands of 
Tobias Feeke a bill of exchange for the sum of fifty guilders 
Holland Currency current money in cash which he, Feeke, drew 
on Mr. Luyckas Arents, merchant at Amsterdam, payable to 
skipper Jan Jansen Bestevaer or his order; which money said 
skipper shall receive there for my account, specially to pay 
J. van Rovenstyn therefrom for the books according to account 
fl. 37.18. and the balance on our running account.

[Lachaire's original English, transcribed by O'Callaghan:]

Copy of the receipt given to Tobias Feeke.

I underwritten doe Acknowledge to have Receaved of Mr Tobias 
feeke of flusshinge a bill of exchange Amounteinge the sume of 
fifty Goldn Corrant holland money in his behalfe to bee payd by 
St Lucke Arentsen morchandt at Amsterdam, unto skipper John 
Johnsen bestevaer or his assignes whyl for seyd mony beeinge 
also payd shal be of such effect if I Received it my selfe 
also that this bil bindet me to be Responsible for it. Written 
this 14th of July 1662 att Amsterdam in the New Neth

Signed Salomon Lachaire Notary

Memoriande. To inquire of John Seaman and Richard 
gilderslef if they do not well know that Robert feake was for­
merly Tobyas Feake's guardian.

John Ochden senior to inquire [at] Southamton by every 
opportunity if Thurston Rainer was formerly Magistrate at 
Stamfort.

At Boston to cause a copy to be taken of the bond of 
Robert Feake, Tobies' guardian; tis now about 22 years ago; Mr. 
Aspenoll, or Mr Hibben were clerks.

Before me Salomon Lachaire, Notary Public, admitted, etc., 
and before the undernamed witnesses, appeared the worthy Dirck 
Keyser and Andries Spiering, both merchants living in this city,
The Register of Salomon Lachaire

known to me the Notary, who declared to have jointly and severally constituted and empowered, as they the appearers do hereby constitute and empower, the worthy Mr. Walraef Claerhout generally to take charge of, and attend to, all their trade and commerce in the absence of the appearers or one of them; also all their outstanding debts wherever they may be to collect and receive; to give discharges for receipts and to guarantee against future demands; against unwilling or delinquent debtor or debtors to proceed as their good judgment shall dictate, with such power and authority as the appearers themselves being in loco, can or may do. The appearers have given each other mutually over and hither in everything equal general power, the one fully placing the other in his stead in case of absence or death. And specially hath the appearer Andries Spieringh authorized, empowered and ordered Dirck Keyser, his partner herein, to receive from Jacob van der Veer, dwelling in the Colonie New Amstel in the South River, all such pelttries and wares as the appearer Andries Spieringh hath to demand from the said Jacob van der Veer, according to account thereof to be exhibited; to give acquittance as aforesaid for receipts and to guarantee against future demand; in case of refusal and denial to proceed therefore to definitive judgment and to prosecute to the issuing of execution; and further so well generally as specially in omnibus casis potestatis substituendi in communi forma; the appearers promising each in his regard to hold and to cause to be held valid all whatever shall be done and performed by their attorneys or the substitutes of them in virtue of this instrument, under penalty of the law, on condition that the attorneys, each for himself, shall be bound at all times when required to render good, just report, account, proof, reliqua of their acts and agency. Done without fraud at Amsterdam in New Netherland in the presence of Isaack Bedlo and Joannes van der Meulen, of this city burghers and credible witnesses hereunto invited, who have subscribed this minute with the appearers who have requested acte thereof in form, on the 14th July XVI and sixty-two [1662]

Isaack Bedloo

Dirck Keyser

J. van der Meulen

Andries Spieringh

In presence of me


Copy hereof to Dirck Keyser

Paid by Andries Spieringh

On the 19th July, Claes van Elsland, the Marshal, served the following notice in the name of Pieter Luyckassen van der Goes on Albert Albertsen Radae, to wit:

Laus Deo. Anno 1662. 18 July at the Manados in New Netherland

Albert Alberts:

You shall within four and twenty hours give me satisfaction for all claims, whereas you have amused me long
with words, and I do not know why you wait so long. If you do not come, I shall be obliged to proceed under counsel.

(Subscription) Pieter Lucasse van der Goes

On 19 July was with Albert Alberts to Pieter Luyckassen, and demanded pertinent explanation in what case and in whose name he would act. Gave for answer that it made no difference to him if he obtained payment whether it was the principal or the bail. Owes for my journey and the business fl. 2.—.-

21 ditto. Was with Albert to the Burgomaster and gave explanation of the case there; as before 2.—.-

22 ditto. Received at the ship of Jan Bestevaer from the hands of Claes van Elslant, Marshal, divers copies concerning Albert Alberts, and took over the notice 1.—.-

24 ditto. Drew up a notice for Albert Alberts against Pieter Luyckasse 1.10.—

For the copy handed to Claes van Elslant 1.—.-

Ditto. Instituted action for the farmers (of the excise) Warnaer Wessels and Gerrit Hendrixe, against William Benefelt 1.—.-

For copy delivered to party 1.—.-

For copy of five affidavits both Dutch and English together 3 pp. 3.—.-

For translation of three English ditto 2 pp. 2.—.-

With Peter de Wit to Burgomaster Cortlant and inquired if van der Walle had by his order attached his tobacco in Joseph Swet's hands; gave for answer, No. My journey 1.—.-

On the 25th July, the Marshal Pieter Schaefbanck hath made this following attachment:

Marshal Pieter Schaefbanck is hereby ordered and authorized by the Honorable President of the Burgomasters and Schepens of this city to attach the person of Albert Albertsen and also the half of his sloop which he hath in company with Jan Arcel, alias Jan Koopal the younger, and not to presume to transfer himself from this place or to send off his sloop before and until he shall render unto Pieter Lucass, as agent of divers parties, account, proof, and reliqua or
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shall have given sufficient security for the judgment. Done Amsterdam in New Netherland the 25 July 1662.

Beneath was:

By order of the Honorable President aforesaid
Joannes Nevius, Secretary

This date for Jacob Vis drew a power of attorney in favor of Jacus Cordeljou, and gave him also copy of accounts of Jacob Hal, Cornelis Barents Sleght, Arent Isaacq, and Jan Jeuriaens Becke. Vis debtor therefor fl. 2.10.-

Item for my journey to look up Jan Juriaens' account 1.--.-

First August Jacob Kip

For fees of writing respecting his servant Hubert, about the question and settlement with Dobson and Sheriff Tonneman fl. 9 light

Jacob Strycker

For drawing deed of Adriaan Symons, 2 pp. fl. 2.--.-

Cr. By 4 1/2 ells black galloon @ 7 1/2 stivers the ell light money 1.11 1/2.-

2nd August

Went with Albert Alberts Radoe to his house and there made divers extracts from his book; altogether 3 pp. fl. 3.--.-

For my journey 1.--.-

I must draw up a petition in case of appeal for Douwe Harmens contra [unfinished]

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undersigned witnesses, appeared the worthy Gerrit Hendrix, Inspector of the Weighhouse, with the virtuous Tyssje Gerrits, last widow of the late Willem Pieters de Groot, both known to me the Notary, and declared to have agreed and arranged together on the following conditions, to wit:

Gerrit Hendrix declared to have sold and Tysen Gerritsen acknowledged to have bought of him, his the seller's house and lot, standing and situate on the Hooghstraet within this city, bounded on the east by the house and lot of Wessel Everts, on
the west, the house and (sic) of Thielman van Vleek, extending in front from the abovenamed Hooghstraet to the rear on the Slyck Steegh, as the aforesaid house and lot stand at present fenced, planted and improved, with all that is in and on it earth- and nail-fast; and further, with all such existing and dominant services and rights as the seller hath to this date possessed, and hath purchased it from Lambert Barents on the 16th June 1662, according to the bill of sale thereof executed before me, the Notary, and certain witnesses; all free and unincumbered, without any charge standing thereon or arising therefrom, save the Lord's right; for which sold house and lot the aforesaid Tyssje Gerrits promised, and hereby promises, to pay once for all seven ankers of brandy down on the date hereof, without anything more. The deed and conveyance shall be made precisely on the first of November next, and the delivery and evacuation on the first of May in the year 1663, the aforesaid house standing so long at the risk of the seller, who also so long shall receive the rent or other profits on condition of surrendering the aforesaid house on the day for delivery in such repair as it is at present; and the seller hereby binds his person and all his property, moveable and immovable etc., for the clear and free delivery of the aforesaid sold house and lot to be made precisely on the day prefixed, and specially his right of mortgage and ensealing which he, the seller, hath to the sold house, which right he, the seller, by the delivery of his deeds, passes over to the purchaser, and to the behoof of the same is desisting; and the seller acknowledges to have received the promised price, consisting of seven ankers of brandy for the executing and signing hereof. Done in good faith at Amsterdam in New Netherland, in the presence of Hans Steyn and Bartel Manus, of this city burghers, credible witnesses hereunto invited, on the 3rd August 1662.

Hans Steyn
Bartholdus Maen

In presence of me

Gerrit Hendrix owes for this and two journeys to Tyssje.

In the first place, the abovenamed plaintiff produces and submits this his inventory, here and on the back marked with the Letter A.

Again, the abovenamed plaintiff produces his declaratory conclusion in writing made and taken on the first of November 1661, against the defendant with marginal order, marked Letter B.

Defendant is bound to produce, if not, the plaintiff produces, the answer rendered thereto, with order, marked Letter C.
Plaintiff produces in opposition to it his well-founded replication, marked Letter D.

Defendant is bound to produce, if not, plaintiff produces, copy of his rejoinder, marked Letter E.

Plaintiff also produces in verification of his complaint an affidavit of Pieter Schaefbanck dated 7th February 1662, marked Letter F.

Defendant is bound according to his rendered inventory to produce, if not, plaintiff produces, copy of the affidavit of Jan Jansen van Breeste and Claes Tysen, cooper, dated 17th February 1662, marked Letter G.

Plaintiff produces also the inventory delivered in by the defendant to show renunciation of further production.

And in order to exhibit to Your Honors the state of this suit and what is to be decided therein, what appears further to be done, the plaintiff proceeds to his

Deduction

And in order therewith to justify the plaintiff's declaratory conclusion, it is first to be observed: That a confession made in court is full proof against the person confessing, and that thereby all proofs which remain to be made come to cease; so that the judge hath nothing more to do than to condemn the party who acknowledges. So it is laid down by Joost de Damhouder in his Civil Practice, cap. 173. So that by the defendant's confession in his answer the plaintiff is relieved from proving that Mr. Depeyster's servant by order and at the request of the defendant, yea, also the defendant himself, had been to the plaintiff for a permit for one anker of brandy. And whereas thereby the plaintiff moved, since he, the defendant, had not made entry of any wine, that the ill presumption was that the defendant had smuggled. So that all whatsoever befell the defendant herein, he hath to impute to himself.

And whereas confession out of court likewise obviates all proof, as was sufficiently demonstrated and the plaintiff hath done by the affidavit of Pieter Schaeffbanck, the Marshal, dated 7th February 1662, produced under Letter F, to wit: that he, the defendant at the time when the plaintiff was with the Officer and Marshal before his door, commanding him to open it, and to allow the search for the smuggled anker, which he refused as he had not the key, and seeing that nevertheless other means would be resorted to to open it, publicly acknowledged that he had an anker of wine in the house, and had received it from the ship St. John Baptist, excusing himself that it was not entirely full in consequence of the bilging of a stave; it being now notorious that he had not previously entered that anker at the Farmer's, nor taken out any permit for it. It follows, therefore, that he had smuggled the said anker of brandy, and even acknowledged that he had smuggled it. And as the plaintiff and the Officer ordered him to come around to Cornelis Pluvier's to settle the matter and arrange respecting the smuggling, he humbly praying to be allowed to retain the anker of brandy, on his promise with Mr. de Peister, that he would not break it, it followed that the plaintiff with the Officer repaired to Cornelis Pluvier's and were debating over
the question, as the defendant himself admits in his rejoinder; whence a third confession is to be collected. Thus, all pernicious exceptions and evasions, garnished with a hundred lies, cannot patronize nor protect the defendant against his own acknowledgement by mouth and hand, nor the trick to negotiate with the Farmer respecting the fine for smuggling, and meanwhile, through his confederates, to remove elsewhere the smuggled anker, and then, abruptly to break off the negotiation. Little also will avail the defendant's produced affidavit of Jan Jansen van Breeste and Claes Tysen, coopers, whereby he wishes to say and to brag that he had befooled the Sheriff and the Farmer, and sent them to his lodgings to search for the anker of brandy in question; that he then well knew that it was so well hid and removed elsewhere that they would not find it, for cheating and falsehood stand no man in stead. Here is voluntary and public confession which a thousand colored lies can neither revoke nor recall.

On the 7th August Delivered to Mr. Steenwyck copy of the charter party [agreement between shipper and skipper] with Mills, and the preference with the other creditors, consisting of 3 pp. fl. 3.-.-.

To the Honorable Burgomasters and Schepens of this city Amsterdam in New Netherland

Respectfully showeth Jan Gilles de Jongh, of this city burgher, that he the petitioner hath a certain suit undecided before this Honorable Court against the curators of the abandoned estate of Reyndert Jansen Hoorn, which suit has been for an exceedingly long time ready for judgment; therefore he would be right glad to see it terminated, especially as it has been a great trouble to him and he is determined to depart for Patria in the ship lying here. Wherefore, turning once more towards You, he prays that the above suit may be determined as early as possible, and that good, brief, and prompt justice may be granted him, the petitioner. Awaiting which he remains Your Honors' humble petitioner.

Jan owes for this and copy fl. 1.10.-

8th ditto. Was with Mr. Mils as interpreter before the Council against his common creditors 1.2.3.4. 5.6.7. fl. 2.-.-.-

Attended a session of the court with him against Stoffel Hooglant and van Donck and answered verbally their complaint. 1.10.-

Applied on behalf of Joannes de Wit that the attachment against Joseph Swet be declared valid and obtained it. 1.-.-.-

At the request of Fredrick Gesberts, wrote out his account against Mr. Mills as the obligation was mislaid. 1.-.-.-
Appeared with him before the Council, where I was his interpreter, so that Mr. Mills without the obligation acknowledged the debt.

This day, the 11th of August of the year sixteen hundred and sixty-two, before me, Salomon Lachaire, Notary Public, admitted by the Right Honorable the Director General and Council residing at Amsterdam in New Netherland, and before the undernamed witnesses, appeared Mr. Johannes de Wit, merchant, residing within this city, well known to me the Notary, and hath in the strongest form possible to him in the land constituted and empowered, as he doth hereby constitute and empower, the virtuous Mdme Janneke de Wit, his the constituent's lawful wife (being at present proposing with God's help, to proceed from here to Patria), generally from this time forward, to represent his the appearer's person and quality everywhere in his absence, and validly to perform all matters and negotiations of what nature soever they may be, and to do and permit all whatever shall be deemed by her to be best and most expedient according to the circumstances of time and place, especially in the name and on the behalf of him the constituent; to demand, collect, take up and receive, and if necessary by all legal means such as attachment, eviction and [illegible] of persons and property, or otherwise, according to the exigency of the case, to recover and obtain from all and every debtor, of what state and condition soever they be, all and such sum of money, goods, merchandise and other things as people at this time owe the constituent and are due him, or even shall yet be due him, under whatever or whichever account that may proceed or come, whether letter, obligation, bill, contract, testamentary disposition or otherwise, with all costs, damages and interest thereof.

Item, in his the constituent's name and behalf, to negotiate, treat, contract and administer all and every his things, matters, and affairs; also with power to cease, desist, deliver over, or even to receive all and every goods, wares and merchandise bought or sold on time or for ready money, from and to all persons and at all prices as she, his constituted and empowered wife, shall in her discretion think proper and be pleased to do; also, to sell real estate and to guarantee the purchase therein, with all that appertains thereto; likewise, to give or take up all and every sum of money on exchange, bottomry, interest or otherwise to and from all such persons, and to and near all such places, lands and cities as she shall think proper or consider expedient or prudent; and all things else to negotiate, trade and barter; and to make and close all and every contract and convention and all other things to do which shall be considered profitable and good to her; also, to make all and every requisition and protest and to account with all persons and them all to close and settle, approve and ratify, or if necessary, to debate, contradict and contest; with further power to pledge, oblige and hypothecate in and on all things, above and hereafter described, the person and property of the constituent, the best and strongest form in his name to expedite, write and sign. Item. On and respecting all question or questions, differences and difficulties to be able to agree, order, transact and compromise whether with arbitrators legally appointed or with friendly arbitrators and umpires; with power to give and take all acquittances and discharges, and on all and each of them to grant, execute and cause to be expedited all requisite and proper instruments, with all such clauses, points, conditions and terms as the abovenamed, his
the constituent's empowered wife, shall think fit and proper; henceforth in case of necessity, in these premises to be able to appear before all courts, tribunals and judges; his the appearer's person most fully to represent and his case or cases and actions to institute, defend, prosecute, adjourn and resist; if necessary to choose domicile; to take and make the oath calumnia and all others which the law requires and permits in the constituent's conscience; to attend and assist at all terms of court, both accidental and regular, for the purpose of watching each case; to list all interlocutory or definite judgments and decisions of arbitration etc., them to obtain and put in execution and enforce in their form and tenor, or in case of detriment to appeal, reform and remove them, and in all cases to prosecute unto execution; to that end and in order the better to perform everything which is and shall be necessary, the constituent hereby confers on his constituted wife full power and special authority at all times and in all places to her deemed necessary, to substitute one or more proper persons with equal power for all things, or even limited power for the transaction and prosecution of certain matters, also for such as are not expressed herein; all which the constituent hereby would have conferred on his agent in all appearance and with such authority and quality as the constituent, if everywhere present and personally attending on each case, could or might do, and she the agent requiring no fuller, broader, more general nor more special procuration in all whatever is herein set forth, or not mentioned, and nevertheless might yet occur. The aforesaid constituent promising in the hands of me, the Notary, with pertinent stipulation to hold and cause to be held for good, fast, firm and valid and irrevocable at all times and in all places shall, by his agent, and her substitute in all cases, be done, transacted, performed and procured; and said substitutes to protect and hold free of all costs and charges to which they being bound according to the style or custom of law, might have assented, promised, or agreed; under bond of his the constituent's person and property without any exception, either present or future, submitting all of them to all courts, tribunals and judges, requesting me the Notary to make and deliver one or more public instruments hereof, in optima forma. Done without fraud at Amsterdam in New Netherland in the presence of Jacob Vis and Fredrick Gysberts van de bergh, of this city burghers, credible witnesses hereunto invited, who have signed these (here) with the constituent and me the Notary. Dated as above.

Jacob Vis
Frederick Gysbertsen

In the presence of me,

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared Dirck Claesen, potter, on the one part, with Hubert Lamberts Mol, on the other part, to me the Notary known, and declared to have agreed and covenanted together on the following conditions, to wit:

Dirck Claesen aforesaid hath consented and granted unto Hubert Lamberts, and that for the term of the next three consecutive years, the use and occupation of his, Dirck Claesen's,
house, garden and orchard standing and situate on the East River, within the jurisdiction of this city, between the Ferry-house and the Water Mill on the Fresh Water, with all the dependencies thereon both good and bad as they are at present. The time shall commence and the free use shall be delivered to the tenant within two months from the date hereof. For the use, enjoyment and occupation of the aforesaid house, garden and orchard, the tenant and occupant shall be bound said house, fencing and dependencies properly, according to the circumstances of the case, to maintain and repair, so and such as he shall be willing to occupy it, and if the occupant make any improvement thereon, it shall, after the expiration of the aforesaid three years, be then valued by arbitrators conversant therewith, by ocular inspection, and made good by the proprietor to the tenant; with this understanding, that the necessary repairs during three years shall not be considered, since the occupant has the use and enjoyment thereof; and to that end on the day of the vacating and entering, the aforesaid house and dependencies shall be inspected by impartial men, to make a note of the improvement at the expiration of the time; it is further conditioned that in case the proprietor meanwhile may be disposed to sell the aforesaid house and dependencies, then the first offer shall and must be given to the occupant. Parties on both sides promise to hold and cause to be held valid all that is aforesaid under bond of their persons and properties, moveable and immovable, actions, credits present and future, without any reservation, submitting them to all courts and judges; all uprightly and in good faith at Amsterdam in New Netherland in the presence of Jan Jansen Bestevaer and Abraham de La Noy, credible witnesses hereunto invited, on the 10th August 1662.

Jan Jansen Bestevaer
Dirck Claesen
Abraham de La Noy
Huybaerd Laemsen Moell

In presence of me

This day the 12th August, Mr. James Mills sent and caused to be handed to me by his skipper named Mr. Atrick a protest written in English by said Mr. Mills himself, accompanied by a written request to the end that I in his place (he being sick) should appear at the public sale of his ship The Nathaniel, and there read, before the sale, and publish his written protest, to wit: at the bank of I. Wessels. Coming there I was asked by Mr. Cornelis Steenwick if it were not possible to get Mr. Mills to come there I answered that Mr. Mills was very sick and could not come, but that he had sent me in his place. Thereupon calling me into the side room where the Honorable Burgomasters were, Mr. President asked me if I had orders from Mills to protest against the sale. I answered, No; but against the person who had sent him a letter, wherein he had been promised freight for his ship from here to Holland and thence hither, and also against the person who had caused to be landed from his aforesaid ship here, against the King's order, the tobacco brought therein from Virginia. Having thus told the particulars to the Honorable Burgomasters and Mr. Steenwyck, they ordered me to repair, with Mr. Secretary Nevius and the Marshal, Mateus de Vos, to James Mills and in the name of the Court to ask him if he had anything to object to the sale
of his ship The Nathaniel, and whether he required longer time or postponement? Thereupon the abovenamed Mr. James Mills gave for positive answer, that he objected to the sale of the ship, as it could not be legally done, and that he had requested longer time and delay of Mr. Steenwyck to the end that other and more merchants living at the North might obtain information and have time to come here, but that Steenwyck had refused it, and therefore he no longer asked it; he said only that he maintained his protest handed to me, and requested me not to neglect it. Having brought this report back to the Burgomasters, they order the sale and execution to proceed.

Whereupon, pursuant to the instructions of Mr. James Mills, I repaired to the upper room where the sale should take place and there, after having demanded silence, publicly read the written protest in English. Messrs Cornelis Steenwyck and Jacob Backer, having heard and understood it, inquired against whom was that protest made? If against them, they knew what answer to make to it. I answered them, according to the tenor of the protest, that it was made against such as him to whom Mr. Mills had sent such letter as is mentioned in the protest, and against the persons who had caused the tobacco to be discharged out of the ship and landed here.

The sale proceeding, the aforesaid little vessel was bid in by Mr. Cornelis Steenwyck for five thousand, nine hundred and fifty guilders in tobacco at six stivers the pound, one half down, and the other half in three months.

By me

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses, appeared the worthy Mr. Hendrick van Dyck, of this city merchant, known to me the Notary, and hath, in the strongest manner possible according to law, constituted and appointed, as he doth hereby constitute and appoint, the worthy Mr. Nicolaes de Meyer, his, the constituent's, son-in-law, at present about to sail with God's help for Patria, especially in the name of the constituent as husband and guardian of [illegible] and in that quality co-heir of the late Dieu [illegible] daughter of [illegible] deceased, on the streek in the village of Grootbraek

[There is no more of this document. The Streek was a paved road between Horn and Enckhuyzen, on the line of which several villages were located. Tr.]

On the 16th August Mr. James Mills ordered me, the Notary, to enregister here the subjoined letter for future reference. It is as follows:

Mr. James Mills

Wee Receaved your letter in dato 9th of Apprill, adressed on Steenwicke Wherein gladly seene your Arrivall in Virginia as also of the Nathaniel, and That the seame hath made but on ordinary voyage, moreover that you did not know
what beste to doe with him Wherefor wee beeinge your frindes should advise you will all speede with your shipp to kome hether, bringinge, with you soo much fraight as you kan for others and for your owne, and sell your two barckes in Virginia for tobb at next yeares paye, beeinge the shipp more sufficiant for to cary any goodes with lessen pireel of damage and further to sayele with the shipp from hence for Hollant, you Shall undohtfull make 18 or twenty gilders fraight for evere hohh [hogshead] and presently brim loaden fully, by Reason there are no shippes heere, neyther shall there be this yeare for to carry all the tobb: for Holland, beeinge but two to kome and there is alredy well for three good shippes fraight here. Wee conceave That There was never to be looket for on better opportunity to the benefit of the shipp then This, Them that offered twenty gilders kould not get one hh: fraight for Hollandt Wee have heard that outh of the Virginia one shipp is gone for New Englandt for to loade Whead, Wee doe Wuss it hath komen here, We should willeingly have shippt it full, your proposition of Barbados, we doe Expect to bee better then to goe for Englandt, but for Hollandt more better knoweinge yourselves What slight profit is to make There, and in Cause The Nathaniel did kome heare Withall speed, kould in July set sayele from hence, and Returne in November or December outh off Hollant here againe by the helpes of God haveinge a full loadeinge because Evere one should writte for goodes, The which at presen are not here, neyther with the Kominge shippes not to be looket for, Thereforoure advise is, at your and oure beste advantage to presse The Shipp Withall speed hether We doe hope with our Recommandations you shall make seaven or aight Thousand Gilders fraight in Hollandts mony yet fore winter The which you shall not doe upp barbados, more less up Englandt, also that wee should hope by This Voyage partly to get oure due and for a so much as is possible to keep you in youre credit Remaineinge your well affected frindes at Amsterdam in New Netherland The 10th of June 1662.

The Address was To:

Mr. James Mils in Popscoebay in James Revier In Virginja

(signed) Cornelis Steenwyck Jacob Backer N. Varlet J. vander Meulen

This above copy is after collation, found to agree in word, date and signature with the original which I, myself, by order of Cornelis Steenwyck and Jacob Backer have translated and written in English from their Dutch draft, by me at Amsterdam in New Netherlands residing


14 Aug. Officers and Seamen of the sold ship Nathaniel

To a petition not made use of fl. .18.-
To a consultation and opinion how to proceed 1.--.-
THE REGISTER OF SALOMON LACHAIRE

15.
To a demand for preference 2 pp. fl. 3.--.-
To making a list of what each had due him 1.--.-

16.
To interpreting and waiting with them in the Council 1/2 day 2.--.-
To translating the judgment 2 pp. 3.--.-
To going again to the Secretary for the judgment 1.--.-

10.16.--

17 August Matheus de Vos Dr.
For a copy in English of the Bill of Sale between James Mils and Elies Else dated 4th July made in Virginia of the bark named The Supply, 2 pages fl. 2.--.-
To a translation into Dutch 3.--.-

5.--.-

18. Cornelis Steenwyck and Co. in the case of Mills
By assignment on the Marshal for a tub of plug tobacco bought by me for one and twenty guilders... I say ... fl. 21 light

19.
Went with Jan Gilles de Jongh to the President of the Burgomasters, and requested His Honor that he would be pleased to terminate the suit between Jan Gilles and the curators of the estate of Reyndert Jansen Hoorn. His Honor gave for answer, to remind him of it on Monday morning; comes for my journey fl. 1.--.-

21 ditto
Spoke to the President on the subject; advised that he should be reminded of it in the morning before the sitting of the Court, and acquainted Jan Gilles thereof and advised him to notify all the gentlemen then; resolved to do so; my two journeys fl. 2.--.-

21 ditto
As attorney of James Mills requested Mr. President van de Grist to cause the persons of Eduart Atrich and Deliverance Lamberton to give their declarations regarding the question between said Mills and Beniamin Gillam of Boston at the Secretary's office,
and to have it sworn to before the Sheriff. Which after considerable conversation he consented to, and the aforesaid persons, being there summoned by the Marshal to appear, about noon gave their declarations and being interpreted by Hendrick Obe and well informed, confirmed the same by oath at the hands of the Heer Officer Tonneman and at the request of the Secretary I have bound myself for payment of the costs.

Salomon Lachaire

ditto

As attorney of James Mills summoned Hendrick van der Walle as bail for Mr. Joseph Sweet.

ditto

Went with Vis to Jan Schryver's to examine the account and to content him and was so far successful that the citation is issued under promise of further and final settlement in the morning; owes fl. 2.---

21 August

At the request of Jacob Vis went to Fredrick Gysbert's and requested him to let the citation appear on the calendar, I promising him in the name of said Vis to hand him with full procuration an account and obligation against Jan Jeuriaensen for the sum of fl 162 in beavers and about fl 130 in wampum, to the end that he may obtain his arrears therefrom; but in vain, for Fredrick Gysberts will perforce have his beavers without according any further delay or waiting for anyone else. fl. 1.---

22 ditto Johannes de Wit Dr.

To my going to the Secretary for this procuration fl. 1.---
To attending Court for him against van der Walle 1.---

ditto Jacob Vis Dr.

To a copy of Jacob van Kouwenhoven's obligation fl. 1.---
To 1/2 day with him and said Couwenhoven in looking over and examining their accounts 2.---
To making a provisional account between them 1.---
This day the 23rd of August of the year 1662, before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses, appeared the worthy Jacob Mensen from Embden, master tailor, of this city burgher and inhabitant, well known to me the Notary, who declared in the strongest manner possible to him in law, to constitute and impower, as he doth hereby constitute and impower, the worthy Reynout Reynoutsen, master shoemaker, and fellow burgher here, at present intending to sail for Patria specially in the name and on the behalf of the constituent to collect and lift out of the hands of Barent Bodeker, master tailor at Amsterdam in Holland, a certain procuration, executed here by the constituent on the 24 October of the year 1662 before Notary Dirck van Schelluyne and certain witnesses, authentic copy whereof hereunto annexed is handed to the attorney, which the constituent hereby revokes and recalls, not being willing that the same be henceforth of any force or validity; and further, to demand, collect in a friendly manner or by all ways or means of law, from the aforesaid Barent Bodeker, his heirs and assigns or those who may have undertaken the administration of his property, good and just account and reliqua of what he, the abovementioned Barent Bodeker, hath received and enjoyed by virtue of the abovementioned and now annulled power of attorney; and after just account having been rendered, to receive the proceeds thereof, to give discharge for the receipt and to guarantee against future demand; and in case it plainly appear that the aforesaid Bodeker, or anyone for him, had not done anything in the work to execute the abovementioned power of attorney, or had not certainly carried the constituent's intention into any effect, then the constituent doth hereby give and grant to his attorney aforesaid all such absolute and full power to take up his, the constituent's, account from the bookkeeper of the Honorable West India Company Chamber at Amsterdam, or wherever it may be, for his earned and still unpaid allowance earned in quality, as corporal in the company of Sigismundus van Schopp, Captain Colonel Lieutenant General of the military troops in Brazil, as the aforesaid offreckoning shall show, and to do all whatever the constituent himself being personally present could or might do, and consequently to collect, take up and receive the moneys due, to give discharge for receipts and to guarantee against future demand, and further for the recovery of what is aforesaid, to be able to do everything else both in law and out of law, that the attorney shall think fit and proper to be done, according to the circumstances of time and place. Likewise, if so be, with power to proceed to a friendly settlement, agreement and composition with the abovementioned Barent Bodeker or his heirs and administrators respecting the moneys received and the trouble and expense incurred thereon, with the interest since he received the same; to that end to appear before and abide by the award of good men and friendly arbitrators, to hear pronounced all decision of all arbitrators, judgments and sentences of judges, them to take out, and to put them in execution and to prosecute them to the end, or to appeal, re-form and reduce what is wrong; to attend necessary terms of court unto the end of the execution and full completion of everything which herein may occur, whether this be specifically written herein or not, which power nevertheless the constituent gives to his constituent, together with power to substitute one or more persons ad lites, promising for good, binding, irrefragable and forever valid to hold all that shall be done and performed by the attorney or his substitute in virtue hereof, under bond according to law; provided the attorney remain bound of his
transactions when required to render good and fair report, account, proof and reliqua. Done without fraud at Amsterdam in New Netherland, in the presence of Pieter Caspersen van Naerden and Cornelis Gerlofs Visscher, credible witnesses hereunto invited, on the [blank]

This is the \( \chi \) mark of Jacob Mensen made by himself

Pieter Caspersen van Naerden

Cornelyus Gerloefs

In presence of me

Authenticated copy hereof granted on the 30th August 1662.

On the 23rd August I have been with Johannes de Wit's wife to Hendrick van der Walle, and proposed that he should keep the tobacco @ 5 stivers the pound Holland currency, and give receipt therefor, leaving the matter standing until M'dme de Wit had settled in Patria with Van der Smissen, he, Van der Walle, giving security here in the meanwhile that in case he had received too much, he will restore it free of cost and charges. Van der Walle accepted the proposal upon condition that the tobacco be received at 4 stivers which M'dme de Wit will not agree to.

My journey and business fl. 2.---.-

24 August 1662.

In favor of Nicolaes de Meyer drew a note to be signed by Daniel Estel, for the sum of fl. 58.17.
For my journey and writing the obligation fl. 2.10.-

For behoof of said Mayer drew notarial obligation against Marte Claeson, carpenter; owes therefor 1.10.-

For my going to his house 1.---.-

On the 25th August 1662.

Settled and arranged with William Doeckles for everything that may be due me yet. fl. 11.-.-.

Present, Pelgrim Clock and Adrian van Laer.

For behoof of Nicolaes Meyer drew an obligation against Andries Messenger; with my journey fl. 2.10.-

Drew a lease between the tutors of the minor son of Jan Jansen Hagenaer and Willem Doeckles

26th ditto.

Drew for Nicolaes de Mayer an obligation against Roelof Martens, residing at Amersfoort. For my journey and the writing

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Harmen Tomassen from Amersfoort, master shoemaker, residing in the village of Beverwyck at Fort Orange in New Netherland, as husband and guardian of Catelyntie Berck, last widow of the late Dirck Bensingh, and in that quality co-heir of the late Tamson Berck and his wife, the appearer's wife's father and mother deceased, in their lifetime inhabitants of, and having died in, the city of Amsterdam in Holland, and he, the appearer, declared to have in the strongest form possible to him in law constituted and empowered, as he constitutes and empowers hereby, the worthy Jan Knoet of Niewenroo, on the eve of departing for Patria, specially in the name and on the behalf of him, the constituent, to apply to the Honorable Orphan Masters of the City of Amsterdam or their Secretary and there or wherever or from whomsoever it appertains, to collect and receive such two hundred and seventy Carolus guilders, 17 stivers and 2 pence as are due to the constituent for an inheritance on the side of both his wife's father and mother, according to the account thereof handed to the attorney, or such greater or less sum as the same might actually amount to, with also fl. 114 due the appearer in his quality aforesaid from his wife's brothers William and Hendrick Berck, according to obligation dated 8th March 1656; likewise to collect and take up at the Orphan Chamber such sum as to the constituent is due for his share out of the moneys left by, and there remaining of, William Berck deceased, the late brother of the appearer's wife; also from the Honorable Directors of the Incorporated West India Company, whatever is due there on account of the said William Berck for the constituent's portion or part; to execute receipt, acknowledgment or even full discharge of all and every, and therein to guarantee against future demands; to do everything, both in court and out of court, that the constituent being personally present could or might do, even though more ample power than is herein set down be required and needed for the matter or matters; all which also the constituent gives to his attorney; and further, the constituent hath in his own quality constituted the aforesaid Jan Knoet of Niewenroo in his name and behalf to collect and receive from Adriaen Harmens, the constituent's uncle on the mother's side, living at Amersfoort, his, the constituent's, hereditary portion, due to him, whether ab intestato or in virtue of will, if any be made, of the property left by the late Wendeltie Harmens, late aged daughter and the aunt of the constituent on his father's side, deceased at Alckmaer in Holland aforesaid, or from whosoever may have the administration of her estate; to give discharge for receipt of this and all that is aforesaid
and therein to guarantee against future demand; in case of unwillingness, to collect with rigor of the law all the aforesaid hereditary portion and other debts, with the profits, interests, costs and charges thereof; to that end all terms of court to observe to judgment and execution inclusive, with power also to substitute one or more persons ad lites; and to agree, compound, and transact and cause to be done and transacted everything he shall think necessary and expedient; he the constituent promising at all times to hold and cause to be held valid everything whatever that will be done and performed by the attorney or his substitute, under bond according to law, provided the attorney under like penalty be bound at all times when required duly to vindicate his receipts and transactions and to cause fair report, account proof and reliqua to be given. Thus done and executed at Amsterdam in New Netherland, in the presence of Jacobus Vis and Andriaen van Laer, of this city burghers, credible witnesses hereunto invited on the 26th August 1662.

Jacob Vis
Aryan van Laer

Instrument granted 29 August 1662.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undesignated witnesses, appeared the worthy Pieter Gilles of Amsterdam, on the eve of his departure for Patria, to me the Notary known, and hath in the strongest form in law possible, constituted and empowered, as he doth hereby constitute and empower, the worthy Pieter Loockerman, residing in the village of Beverwyck at Fort Orange, specially in the name and on the behalf of him, the constituent, to collect, take up and receive from divers persons dwelling or residing at Fort Orange, the village of Wiltwyck, in this city and at the South River, such debts and sums of money, wares and goods as are due to him, the appearer, according to the vouchers thereof here registered and which will be handed herewith to the attorney; to execute discharges for receipts and to guarantee against future demands; in case of refusal, to proceed against the debtor or debtors unwilling or remaining in default, and them to constrain by rigor of justice unto payment; to that end all necessary terms of court to observe and attend, to answer, reply, rejoin, to act both as plaintiff and defendant; to take the oath for completing the proof, and all else which the law allows conscientiously to the constituent, to conclude in law; to obtain judgment and sentence, which the same having been obtained, to take out, cause to be executed and prosecuted to the end; in case of wrong to appeal therefrom, to re-form or remove; with power, also, to accord, compound and terminate the controversy, and further, in order to the recovery of all that is aforesaid, with costs, interest and damage, with power to do everything both in court and out of court which the constituent himself being present could or might do, although more ample authority than is herein expressed were required for the matter; all which the constituent hereby confers on his attorney, with power of substitution ad lites, promising to hold and cause to be held as good, fast, binding and irrerefragable
all whatever shall in virtue hereof be done and performed by the attorney or his substitute, under bond according to law, conditioned that the attorney remains bound under like penalty of his acts and management, when required, to render good, upright and just account, proof and reliqua, he, the constituent, consenting to acte hereof. Done without fraud at Amsterdam in New Netherland, in the presence of Theunis Pietersen Tempel and Robert Roelants van Berlyn, of this city burghers, credible witnesses hereunto invited, who have signed these presents with the constituent on the 30th August of the year 1662.

Thuenis Pieterson tempel

Pieter Gillesen

In presence of me


27th August.

For Nicolaes Meyer drew an obligation against Jan Eltingh; with my journey owes fl. 2.10.-

Arranged and settled with Jacobus Vis and Jan Schryver all the accounts between them, and found the last rendered account of Jan Schryver to be fl. 12.17 more than the former, but it was an error of his in the calculation; further on final settlement there is due him by Vis fl 652.9 for which an obligation is drawn payable on the first of January 1663. Comes for my attendance and drawing the obligation fl. 3.10.-

1662

28th August

Nicolaes de Mayer

Dr.

For transcript of obligation of Will Gulder fl. 1.-.-

ditto.

At the request of Mdme de Wit went to van der Walle for answer of the 23rd ditto. Gave for answer that he was willing that the tobacco should be valued by impartial persons, which information I brought to De Wit, who could not agree to it. Requested me to accompany her to the presiding Burgomaster; postponed it until noon. Went with Mdme de Wit to the Burgomaster who was not at home. Comes to me for the three journeys fl. 3.-.-
Copy. Account in brief of and for
Myndert Andriessen, pork merchant, for account of Harmen Janse Plur.
Dr.

For the following expenses incurred and disbursed to Lubbert Harmens, son of the aforesaid Harmen Janse Plurman, viz:

For passage and board to the Company
Holland
wampum f1. 72.-- f1. 36.--

To Mr. Abraham Staats for passage to Fort Orange from the Manthans beaver
4.-- 3.--

To 3 week's board, washing, mending and lodging
88.-- 66.--

To passage to Manthans to go to Patria for his and my advantage
8.-- 6.--

To extraordinary and minor expenses on the passage and here
16.-- 12.--

To a passport
1.10 1.2 1/2

To Pieter Reyerse for passage to Holland
44.-- 33.--

To writing fees beavers
7.-- 5.5--

Amounting in beavers and wampum f1. 240.10 161.7.8

Credit

Beaver Holland

By a gun
f1. 8.-- f1. 6.--

12 pounds shot
3.-- 2. 5.--

Amount in beaver wampum
157.10
72.-- 153. 2.8

240.10 f1. 161. 7.8

29th August

From Lysbet Hendrix received:
For copy of Lubbert's account
f1. 1.10.
For reducing it to Holland currency
1.10--
For going with her to the Supreme Council
1.--
For a letter of 3 pages to Aeltie van Schuler
3.--

Heavy money
7.--

I have also paid van Ruyven one beaver
f1. 8.--

List of the debts which Pieter Lookerman has to collect by virtue of the annexe power of attorney

1662 30th August

beavers fl.

From Dirckjen de Wevers her obligation
5 1/2 44
No. 1 Claes van Rotterdam
5 40
No. 2 Leendert Philipsen
7 1/4 58
Luyckes the tailor
8 1/4 66
No. 3 Marten de Wilt
4 3/4 38
Rut Jacobs
1 8
THE REGISTER OF SALOMON LACHAIRE

No. 4  Dom Paulus  beavers fl.
       Aert at the Esopus  11  88
       Cornelis Wouters  2  16
       Jan Mangels  1  8
       Jochum Ketel  1  8

No. 5  Frans Peters Kort of Weelde  5  40
No. 6  Hendrick Marselis  7  56
       Willem Schoenmaker  2 3/4  22
       Harmen Dousen  4 1/4  34
       Mr. Labatie  2  16

606

Me witness

Paid

31 August 1662
Copied 2 accounts for Hendrick van der Walle and authenticated the same fl. 2.-.-

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undenamed witnesses, appeared the worthy Pieter Amylius, skipper on board the ship the Hope, known to me the Notary, who declared and acknowledged for himself and principals to have settled, balanced and adjusted with Mr. Nicolaes de Meyer, merchant, residing here, for and on account of forty hogsheads of French wine, while he, the appearer, in quality as aforesaid on the 14 July of last year 1661, left on commission and in the hands of the aforesaid de Meyer, and he, the appearer, acknowledges to have admitted and approved of the aforesaid account in all its parts; also, that the proceeds thereof were fully paid and satisfied before executing hereof; likewise for and on account of a cask with divers small wares belonging to Mr. Daniel Coppens left by the appearer last year with the aforesaid de Meyer to be sold and bartered to the best advantage possible for the owner; whereof the appearer, as aforesaid, declared and acknowledged to have satisfactorily taken up and received the account and proceeds; therefore, thanking the abovementioned de Meyer for his good and faithful administration of the aforesaid property and fully discharging him and guaranteeing against future demands, renouncing all further or subsequent account or re-reckoning for and on account of the aforesaid goods left on commission, together with all relief and aid of law, especially the rule of law stating that general renunciation is of no force unless specially promised that he acknowledges himself to be fully satisfied in all things, promising not to do nor allow to be done anything contrary thereto in any manner, in court or out of court, under bond as by law provided; consenting that I, the Notary, do make and deliver acte hereof in optissima forma. Thus done without fraud at Amsterdam in New Netherland in the presence
of Claes van Elslant the younger and Pieter Andriesen, of this city burghers, credible witnesses hereunto invited, who have signed these with the Appearer on the 31st August 1662.

This is the mark made by Pieter Amylius

Claes van elslant de Jongher

In presence of me

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses appeared the worthy Immetie Dirx, widow of the late Frans Claesen, in his lifetime schoolmaster within this city, to me the Notary known, and hath in the strongest form possible in law constituted and empowered, as she doth hereby constitute and empower, the worthy Claes Fransen, the constituent's son, on the eve of his departure for Patria, and with him the worthy Hendrick Jansen Sjouwer (porter) residing at Amsterdam in Holland, the constituent's brother-in-law, both conjointly and each of them severally, as principal, specially in the name and on the behalf of the constituent to demand and collect from Jan Jansen Kaeskamer, chandler, residing at Amsterdam, his heirs and assigns, or those who may have the management of the said Kaeskamer's estate, account, proof, and religua of all that he (in virtue of a power of attorney executed in his favor by the appearer's deceased husband aforesaid before Notary Dirck van Schelluyne here on the 12th March of the year 1655) hath done, performed, enjoyed and received from the estate and inheritance of the late Aefjen Jans [blank] daughter, more fully set forth in said power of attorney enregistered in the Register Book of Powers of Attorney at the Secretary's office of Amsterdam, folio 117; to examine and to approve said account if it be fairly made out, likewise to receive the product and proceeds thereof, to execute discharge for the receipt and to guarantee against future demands; in case of unwillingness and refusal, to do everything both in court and without, for the recovery of what is aforesaid with all therein included, that the appearer, being himself personally present, could and might do; to that end to appear before all courts and judges when circumstances demand and it shall be necessary, and there to proceed with and against the said Jan Jansen Kaeskamer, his heirs, assigns or administrators according to the style and course of law; to attend all terms of court necessary thereunto and to prosecute unto judgment and to the utmost end, execution inclusive; having obtained a favorable judgment, to acquiesce; to appeal or re-form from such as is prejudicial, and as said, to prosecute to the end thereof; with power also to agree, terminate, compromise and compound; and further, all other things that shall be deemed best, most profitable and necessary by the attorney for the collection of the aforesaid account, even though more ample instruction than herein contained may be demanded by the case; all which she, the constituent, would have conferred on her empowered son and brother-in-law aforesaid, together with power of substitution ad lites promising for good, fast-binding and valid to hold all whatsoever shall be done and performed by the attorneys jointly or severally, and by their substitutes,
under bond according to law, and renunciation of all benefits of relief allowed women in law, whether of privilege or grace, and especially the rule stating that general renunciation is of no value unless that specially precedes, provided that the attorney Jan Jansen Sjouwer (porter) will let the constituent's son have the proceeds in case he again undertake the voyage hither; at all events with him taking care that it were laid aside for the constituent's profit and consigned to her; and she, the appearer, requests acte hereof to be made and delivered in optissima forma by me, the Notary. Done without fraud, at Amsterdam in New Netherland in the presence of Nicolaes Boot and Jacobus Vis, credible witnesses hereunto invited on the first of September of this year 1662.

Nicolaes Boot
Jacob Vis
Copy delivered 2 September

September 1662 debit

N.B. Immetie Dirckx aforesaid hath sent over, exclusive of this procuration, an acte of repartition and subdivision, executed before Notary Jan Hendrix Leuwen, residing at Amsterdam, made in the year 1656, whereby it appears that Jan Jansen, chandler, attorney of Frans Clasen, was apportioned for his share in divers items the sum of fl. 690.7 1/2 except the undivided three burial lots and two invoices of goods received from the same, amounting together to fl. 193.17.8.


Before me, Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Mr. Nicolaes Boot, merchant and burgher of this city, known to me the Notary, and hath in the strongest form possible in law constituted and empowered, as he doth hereby constitute and empower, the worthy Mr. Nicolaes de Meyer, of this city merchant, on the eve of sailing for Patria, and with him, Mr. Abraham Grevenraet, merchant at Amsterdam in Holland, both jointly and each of them as principal, specially in the name and on the behalf of the constituent to demand and collect from Mr. William Schyven, also merchant, at Amsterdam or elsewhere residing, his heirs or administrators, account, proof and reliqua of twenty-one hogsheads of Virginia tobacco, and forty-one oxhides sent on commission by the Company in Virginia to the said William Schyven, the said tobacco and hides being there laden in the ship named the James and John, whereof John Warnar was skipper, destined for Edam in Holland, according to the handwriting of the aforesaid William Schyven and the bill of lading thereof, handed to the attorney, Mr. Nicolaes de Meyer; said account, if found correct, to take up, accept and approve; if not, to gainsay and debate; the product and proceeds thereof to receive and of the receipt to grant discharge, and guarantee against future demand; to employ the moneys received according to instruction of the constituent; in case of refusal and unwillingness to proceed for the recovery of what is aforesaid against the abovenamed Willem Schyve, his heirs or administrators, where and in what manner the attorneys together or each of them in particular shall think fit and proper; to that end to appear before all courts, judges and tribunals and
before arbitrators and good umpires; to attend all terms of
court thereunto necessary unto definitive judgment and most
effectual execution thereof inclusive; with power also to agree,
conclude, and compromise and further with power to do and per­
form all other things, both in law and out of law, which shall
be thought serviceable and necessary for the furtherance and
full completion of what is aforesaid, even though more ample
authority and more special command than herein set forth were
required in the premises; also, with power of substitution
ad lites; promising all whatever is done and performed in vir­
tue hereof by the attorneys aforesaid, conjointly or each in
particular, to hold them and cause them to be held of such
force and validity, as if he, the appearer, had in his own per­
son done, settled, agreed and performed the same, under bond
according to law, provided that the attorneys each in solidum
shall be held and remain bound duly to vindicate their acts
and receipt when required; and the constituent requests acte
hereof to be made and delivered in optissima forma by me, the
Notary. Done without fraud at Amsterdam in New Netherland in
the presence of Hendrick Obe and Dirck Keyser, of this city
burgers, credible witnesses hereunto invited on the 2nd day
of September 1662.

Hendrick Obe
Dirck Keyser

Nicolaes Boot

In my presence

Copy

I the underwritten acknowledge to have settled and to my
satisfaction by Mr. Nicolaes Boodt to be paid everything. In
testimony of the truth I have executed this discharge and with
mine own hand subscribed the same, the four and twentieth of
May Ao. 1661.

(signed) Willem Schyven

Endorsed
William Schyve's receipt 1661 No. 1.

Copy

I the underwritten acknowledge to have honorably and
fairly received from the hands of Mr. N. Boodt, the quantity
of twenty-one hogsheads of tobacco and forty-one oxhides, all
which I promise according to his order to employ to his ad­
vantage. For the performance whereof I have subscribed this
with mine own hand the 4th June 1661

(signed) Willem Schyven

(Endorsed)
Willem Schyven's obligation for 21 hogsheads of tobacco
and 40 hides. 1661. No. 2.
Copy

I the underwritten bind myself to pay for one-fourth part of a ship the sum of about one thousand guilders, more or less, as shall appear by inventory; which ship I promise to bring with God's help to Virginia next year, 1662, and in case the ship happen to be lost, which God forbid, I shall stand the risk and make good the just fourth part thereof, according to inventory thereof appearing. In testimony of the truth I bind myself for one thousand guilders unto Mr. Nicolaes Boot, and in case that the instruction of our contract and bond as above do not come from Virginia, I will manage Master Boot's tobacco to his best advantage, and give good satisfaction. In testimony of the truth have I subscribed this with mine own hand the 9th June 1661.

(signed) Willem Schyven

On one side was:

In presence of witnesses
(signed) Syvert Dircksen

Cornelis Leey

(Endorsed) Willem Schyven's contract 1661. No. 5.

[Original English transcribed by O'Callaghan:]

Copy

Shipped by the grace of God in good order and well conditioned by Nicholas Boot of Virginia in and upon the good ship called the James and John whereof is master under God for this present voyage John Warnar and now riding at anker in the James Rever and by Gods grace bound for the port of Edam, to say, twenty and one hhd. of Virginia Tobak and forty and one hides being marked and numbered as in the Margent, and are to be delivered in the like good order and well conditioned at the aforesaid port of Edam, or amserdam, (the danger of the seas onely excepted) unto Nicholas Boot, or his order, or to his assignes, he or they paying freight for the sayd goods at the rat of thretie gilders pr hhd and on gild pr hid with primage and average accustomed. In witnesse whereof the master or purser of the said ship hath affirmed to three Bils of lading all of this tenor and date, the one of which three bils being accomplished the other two to stand void and so God send the good ship to her desired port in safety amen, dated in James Rever the 5 of June 1661, the Contentes and condition knowe not

(signed) by mee

John Warnar

These four preceding copies are, after collation, found to agree with the originals shown to me by Nicolaes Boot, on the 2nd day of September. By me residing at Amsterdam in New Netherland

1662, the 1 September

At the request of Wolfert Webber with him to Michiel Tades about the difference between said Webber and Gesbrants Dirx Goekhart. For my journey and attendance fl. 2.--.-

ditto.

Sent for by Vis to Egbert van Borsen to draw a declaration, but the witnesses were, and remained, absent. Comes for my journey fl. 1.--.-

2 ditto.

Went with Vis to Egbert van Borsen's and there drew affidavit. For affidavit and journey fl. 2.10.-

For Nicolaes Meyer an obligation against Andries Messenger fl. 1.10.-

For Assar Levy four letters to Patria each two pages: one guilder 10 stivers a page 12.--.-
Also 4 invoices and closing and sealing same 6.--.-

For Immetje Dirx drew power of attorney of three pages; comes per page with engrossing fl 2, together fl. 6.--.-

For Nicolaes Boot drew power of attorney to Nicolaes Meyer and Abraham Grevenraet, three pages. fl. 6.--.-
Divers certified copies to be seen here annexed 2.--.-

Before me Salomon Lachaire, Notary Public, etc., appeared the worthy Jacob Jorsen Moesman, guardian of the minor children of the late Frans Claesen, in his life time schoolmaster here, and hath in all things conformed himself, in his quality aforesaid, with Immetje Dirx, the constituent, in the constitution of the preceding power of attorney. In witness whereof he subscribed this in the Register on the fourth September 1662 at Amsterdam in New Netherland.

Jacob Jans Moesman

In my presence,
Inventory of the papers, letters and documents drawn up and delivered to the Honorable Court of this City, by or on the behalf of Jacob Vis, Defendant in case of slander against Pelgrom Clocq, Plaintiff in said case.

First, the defendant produces this his inventory here and on the back marked with the Letter A.

Power of attorney is not needed to be produced inasmuch as the suit was carried on in the defendant's name and under his signature.

Produces accordingly the party's declaration Letter B
Item the answer Letter C
Replication Letter D
Rejoinder Letter E
Extract from the minutes dated 1st November 1661 Letter F
Declaration of Pieter Schaeffbanck Letter G
Declaration of Andries Jochemsen and Ariaen Symonsen Letter H

N.B. Deduction drawn up and delivered to the Honorable Court of this City by, or on the part of Jacob Vis, Defendant, in a case of slander, against Pelgrom Clocq, Plaintiff in said case.

Honorable Lords:

In order to lay the state of this case more minutely before Your Honors and what is to be decided herein, Your Honors will please to consider, and to bear in mind that this slander suit arises out of another suit which the defendant hath had and carried on against Hans Steyn, plaintiff in that case, by whom a certain draft of an account was set forth and produced against the defendant herein, which account was written by the plaintiff in this suit; whereupon the whole weight of the case then in dispute was depending so that according to the tenor of the aforesaid account finally the judgment and sentence fell to the prejudice of the defendant. This was probably anticipated by the defendant, who used every means to destroy the foundation of his opponent's superstructure, and endeavored to show the Honorable Court and to demonstrate visually that the aforesaid account in question was not of such force and value as to serve for a basis of a final judgment; and in order to do so, caused the writer of the said account, now plaintiff in a case of slander, to be summoned for the first of November 1661 before Your Honors, having had him previously heard on interrogatories; where he [the defendant] appeared, bringing with him all his books, and was intending to place the same all together under the hands of the Honorable Court and to request that the defendant, now plaintiff, should be ordered to show out of what book and folio he had extracted such account as Hans Steyn had exhibited, being very certain that such account could not be fished out of all his books; for he had not made any agreement with Hans Steyn respecting the beavers nor even handed him any account. Whereupon Hans Steyn, being summoned to court, appeared and offered to testify under oath that Jacob Vis had himself furnished the account, and thus justified the plaintiff in this day's case of slander, in the same way as the plaintiff's work hath afterwards caused the triumph of the aforesaid Hans Steyn's case, according to the proverb: when two hands wash each other, both will be clean. Now, the
defendant in case of slander must, at the time and place aforesaid, have ill expressed himself or it has not been recorded by the clerk of the court according to his the defendant's right intention. This cannot give the plaintiff now any action for slander; because he hath there served in the whole audience, according to the minutes of that date, only for sham, much less did he take the present slander to heart, and protest that he thought of seeking reparation thereof, as he in law was bound to do (see Carel van Allen's excellent Diffinitie van Beschreven Reghten, folio 367).

But the plaintiff, being a practitioner and trained from his youth upwards to pleading, well knows that slander (injurie) committed regularly in court by words of the advocate, attorney, or suchlike persons, is not punishable; for that cannot be deemed a wrong which is done legally, as laid down by Joost de Damhouder in his Praxtyk Criminal, Cap. 124, folio 159; also, that slander by challenging a witness is not actionable (see Barent van Sutphen folio 445, Title "Van Injurie"); and he hath in no wise claimed this matter as affecting him or if so, he at least pretended or dissembled not to be injured thereby, apparently postponed revenge to a future occasion, and therefore, exhibited and exercised with and towards the defendant, without any discrimination, all civil, friendly and courteous conversation such as greeting, chatting, playing at games, laughing, eating, drinking, walking and every other sort of thing without any the least protest against him. This he, the plaintiff in a case of slander as aforesaid, also knew well, that an injured person who seeks reparation of his wrong, is not at liberty to do; for, all wrong is repaired by subsequent tokens of friendship (see Damhouder in his abovementioned Praxtyk, cap. 124, folio 561; Item, Hugo Grotius Inleyding [Introduction] cap. 35 who says that, indeed, of old the chiefest of these is to drink together out of the same cup). Item. Mr. Gerrit van Wassenaer in his Praxtyk Judiciel cap. 19, folio 344, saying, The dissimulation itself prescribes the action of damages, in case the injured person in a friendly manner goes around, eats, drinks with or, meeting him, civilly salutes the injurer afterward, before he institutes his action, or even when the suit is pending. Yea, Carel van Allen abovementioned, remarks, that he is even bound to protest, and to take the wrong immediately to heart; otherwise the action of damages falls to the ground. Besides that, courts and jurists unanimously concur therein, that verbal injury ought to be appeased by friendship; that no suits ought to spring therefrom, seeing that among Christians nothing is more pernicious, nor more painful to their minds than the conducting and managing of all such hateful work. Anger is a brief madness, and the furious acts of the angry man injure or wound, if not with the fist, at least with the tongue, him whom, before the excitement of heated blood, he highly esteemed as his particular friend, and even again caresses after the wrong is done. Satan with his instruments endeavors to plant revenge in the heart of the injured and thus he who presently lets it in and gives it room, begins himself to entrench it there against all bounden duties, as well civil, brotherly, as Christian. In order to prevent revenge, God hath interposed the law between the contending parties, and this grants the action of reparation and redress, in case the complaint appear to have been made recently, or that the injured person immediately protests that he intends to prosecute his right; for he who pretends not to regard the injury nurses revenge in his heart, apparently intends to avenge himself without the aid of the law, when occasion offers, and
to exhibit meanwhile to the injurer all visible tokens of friendship; now, such, as is more fully set forth already, have no help from the law, which they in the first place have passed by and entertained revenge, and therefore they cannot be heard before justice afterwards when they regret such hypocrisy and dissimulation; neither may they relate their past injury in order to receive reparation therefor by means of some action (see Institutiones Imperialis of Mr. Thomas Murner, folio 154, and Item, B. van Sutphen in his Nederlandse Pràctyk, Title "Van Injurie," verso 2, folio 447) saying and proving by divers doctors cited by him there, that the action for injury which is once remitted cannot be recalled by any regret.

In order now to apply what is hereinbefore shown, it is first to be remarked that the plaintiff in the case of slander on the first of November of last year, out of which this action hath been fished, hath not expressed a word in Your Honors' Court, neither in his defense nor in the instituting of this his action but is justified by Hans Steyn; and although the Schout at that time concluded and Your Honors ordered that Jacob Vis, then plaintiff and now defendant, should prove his assertion, no action of damages was shaped out of it, because he hath dissimulated then, and long afterwards; and as he himself gives to understand in his declaration, he hath beforehand wished to await the termination of the suit of Jacob Vis against Hans Steyn and Cornelis Pluvier, as if the action of damages did not really blossom out of the words and writings of Jacob Vis, but first grew ripe through the judgment pronounced by Your Honors in the case wherein he testified and deposed and ratified under oath; so that the very foundation of his complaint, from his own action consists not against the defendant, but against his own self; for he hath himself taken the accusation to heart and confided and complained to nobody before that he purged himself by oath and placed himself beyond all calumny. Thus, there remains for him no action but that of regret; and who can be blamed for that except his own self?

Now, the plaintiff at first hath not thought a great deal of the pretended slander, or at least dissimulated and dissembled, and therefore conversed with defendant as a friend, drank, traded, traveled, acted, played games etc., and went around with him, the which is not denied in the least by himself even in his written replication. Besides that, it is sufficiently proved by the attestation of Andries Jochem and Adriaen Symonse, and in case of denial could be proved by full one hundred witnesses. And it appears by the attestation of Pieter Schaeffbanck, the Marshal, that the plaintiff hath taken out two writs: one against Mdme de Lanoy, and the other against Warnaer Wessels, wherein the plaintiff demands two hundred guilders for reparation of his honor, and further had no ear except to hear of money, nor any mouth except to swallow wine up to the time that he was full, the chosen arbitrators weary and angry, and he finally evinced not only unwillingness but showed the unprofitableness for himself to sign the arranged compromise. And this is the man who afterwards says in his replication that he hath no honor to barter for gold; and complaints of the defendant's spokesman there as if he had grossly affronted and wronged him; and had proceeded to blows even, yea, would have apparently complained to the Schout of assault if he had not been present and seen and heard better, fraudulently and covertly concealing that all the words which were between them, arose alone from the fact that he stuffed in his bag and would not deliver over the established compromise which
he first promised and afterwards refused to sign, and in nowise was connected with the matter or thing in question.

Thus Your Honors will be able to observe, from these and other reasons, that the plaintiff in case of slander has no other object in view in all his actions than to squeeze some money out of the defendant's purse, being apparently thereunto incited, encouraged and confirmed by envy of the defendant or being such as seek their own interest therein, and after effected reconciliation, still seek, or have sought, to injure and oppress the defendant by actions of damages, contrary to all laws and the opinion of jurists hereinbefore quoted.

Wherefore the defendant, holding as repeated here in this place all whatever he hath adduced in his answer and rejoinder and in this deduction, and imploring Your Honors' noble offices to add hereunto all that might patrocinate the defendant further herein, he again concludes that the plaintiff's rendered complaint and assumed conclusion be denied with dismissal of the action. Cum expensis.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared Hans Dreper, of this city burgher, to me, Notary, known, and hath for himself as well as for Barent Crudop, for whom he was formerly security and bail, in the strongest manner possible to him in the law, constituted and empowered, which he hereby doth, the worthy Tobias de Koningh the younger, at present supercargo on board the ship de Trou, ready to sail to Patria, specially in the name and on the behalf of the constituent to take up and receive from Adriaen Campen, sailmaker, formerly or still dwelling at Hoorn, a sum of one hundred and fifty-one guilders, three stivers. New Netherland currency, or the value thereof in Holland currency, which is fairly due the constituent from the said Arent van Campen, for board and drink furnished, according to settlement of account and notarial obligation founded thereupon, dated 3rd January 1660, executed before Notary Tielman van Vleck and certain witnesses, all handed by the constituent to the attorney in the presence of me, the Notary; to give discharge for receipt and to guarantee against future demand; for the recovery of what is aforesaid to do all that the constituent himself being present could or might do, both in court and out of court, and particularly, in case the aforesaid Adriaen Campen hath gone to serve in the East Indies or elsewhere, to cause to be attached his wages already earned or still to be earned; to that end to elect domicil at the proper place, and in case of opposition to defend the attachment made, and to proceed upon preference to judgment and the utmost execution thereof inclusive; to observe and attend all terms of court thereunto necessary; to receive the product arising therefrom, and to give discharge for receipt; with power, also, of substitution ad lites, promising to hold or cause to be held good, firm and valid, all whatsoever shall be done and performed herein by virtue of this; under bond according to law; further, to hold the attorney free from costs and damages, provided that he be held to render correct report, account, proof and reliqua of his agency when required, consenting to acte hereof in optissima forma. Done at Amsterdam in New Netherland in the presence of Willem Bogardus and Geleyn Verplanck, credible
witnesses hereunto invited, who have subscribed these presents
with the constituent the 4th September 1662.

G. Verplanck 
W. Bogardus  
In presence of me

Instrument to Hans Dreeper 4 August 1662

Before me Salomon Lachaire, Notary Public, admitted, etc.,
and before the undenamed witnesses, appeared the worthy Mr.
Nicolaes de Meyer, of this city merchant, on the one part, and
Pieter Jansen Schol, shoemaker, also a resident here, on the
other part, to me the Notary know, and declared to have con­
tracted and agreed together on the conditions following, to
wit:

The aforesaid de Meyer hath undertaken and promised on
his account and risk, for the behoof of the abovenamed Pieter
Jansen Schol, to send over here or himself to bring hither from
Patria by the first opportunity to him possible a parcel of
leather and shoemaker's tools, all according to notice and
specification thereof handed to said Meyer, amounting to about
five or six hundred guilders cost in Holland, to be the same,
according to circumstances, more or less; for which the above-
named Pieter Jansen Schol hath promised to pay one hundred
advance in beavers here, the beaver at eight guilders apiece;
and that exclusive of all expenses to accrue thereon; which
payment must be made down here, on the delivery of the aforesaid
goods, with good whole beavers, at eight guilders each, as
foresaid, or at farthest before the departure of the return
ships of the same year; and in case the said Pieter Jansen
Schol shall then be in default of so doing, he shall be bound
the next year following in the month of July, to pay promptly
in the manner as aforesaid, the principal with the interest
from the receipt to the effectual payment thereof inclusive at
ten percent per annum in specie. And for the fulfillment of
what is aforesaid, parties bind respectively their persons
and property, under bond according to law; requesting hereof
acte to be made and delivered to me the Notary in common form.
Done without fraud at Amsterdam in New Netherland in the pre­
sence of Hendrick Jansen Been, wheelwright, and Jan Knoet,
credible witnesses hereunto invited, on the 4th September 1662.

Johannes Clute 
Heyndrjck Jansen Been 
In presence of me

William Benfeld 
Dr.

For translation of two affidavits and a letter fl. 4.50
For an attestation drawn in English 2.50
For copy 2 pages 2.50
For translation of the certificate of swearing before Schout fl. 1.---
For going twice with him to the Schout, and other business 2.---
11.15.--
5.15.--
16.15.--
For Schout's certificate 2.---
Total 2.15.--
18.15.--

N.B. He hath paid me hereupon a bundle of black wampum, found to amount to fl 17.15
Balance 1.---
18.15.--

Jacis Cousseau
For copy of a summons made by Notary Vos fl. 1.---
For protest of nonpayment against Wal van der Veen 2.10.--
For copy of the aforesaid protest and copy of the exchange 2.---
5.10.--
2.15.--
Received from him through my daughter 8. 5.--

Hans Dreper
For power of attorney to Tobias de Coningh against Arent Campen, with copy fl. 4.---

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undersigned witnesses, appeared the worthy Jan Barker, an Englishman, being of competent age, known to me the Notary, who on the requisition of Elsie Tymes, widow of the late Pieter Cornelis van der Veen, hath declared, attested and affirmed by true words in place of oath, that it is true and truthful that he, the deponent, now about four years ago, according to the best of his recollection sold and delivered an ox to the requirant's late husband and Hendrick Jansen van der Vin conjointly, and each for the just half, and the deponent declared that he still very certainly knows and has in fresh remembrance, that he was satisfactorily paid for half the ox by the requirant's late husband; and for the other half in like manner by Hendrick Jansen van der Vin; besides that, he hath received from him a poor beaver against which he, the deponent, somewhat objected, and on that account it is the more fresh in his memory, that he hath thanked the requirant's late husband for better and more perfect payment. He, the deponent, concluding herewith his deposition, ready to affirm the same upon oath when necessary and required. Done without fraud at Amsterdam in New Netherland in the presence of Jacob
Vis and Jochum Backer, credible witnesses hereunto required, on the 7th September 1662.

Jacob Vis

Jochem Backer

In presence of me


5th September

Edward Leake

For my going with him before the Council and interpreting against Joseph Watson, and other business that day fl. 2.10.-

6th ditto

With him to the widow la Noy

Demand of preference made and delivered to the Honorable Court of this City, in the name or on the behalf of Hendrick Obe, burgher and tavernkeeper of this city, Plaintiff in a case of preference, on and against all creditors of Mr. James Mills, an English trader, also claiming preference in the moneys accrued from the sale of the little ship The Nathaniel, and other effects belonging to the aforesaid Mr. James Mills, and all such as shall yet be found hereafter of said Mills subject to jurisdiction here or the moneys which shall proceed therefrom.

To establish said demand the aforesaid Hendrick Obe says:
1. That the defendant, Mr. James Mills, owes him a sum of four hundred guilders in tobacco according to obligation dated 1st April 1661 for purchase and delivery of four hogsheads of French wine. 2. And over and above that, for divers victuals as per account, the further sum of fl. 395.3. Now it is so that the plaintiff hath with other creditors on the 8th of August last, caused the defendant, James Mills, to be summoned before Your Honors, and demanded payment of the aforesaid fl. 400 in tobacco, and for the victuals to be preferred. Whereupon followed condemnation both in the matter of the aforesaid tobacco and four hundred guilders and for the board money, fairly due by said Mills to the plaintiff; which judgment being served on the aforesaid Mills on the part of the plaintiff, he hath, according to the Marshal's return, answered that he had no other means here than the little vessel, and that the plaintiff must take his share with the other creditors. Now, the case is that on the 29th March last plaintiff, with Mr. Jacobus Backer and Fred. Gysberts, being sent for to the house of Warnaer Wessels, found himself there and, on the proposition of Mr. Cornelis Steenwyck, they entered into a certain freight contract with said Mills about the fourth of August of last year, and the aforesaid partners at that time gave to the above-named Mr. Steenwyck right of preference on the first returns of said Mills for the sum of ten hundred guilders because he had disbursed that for his behoof after the date of the contract.
It happened at the aforesaid time and place that the aforesaid partners gave the plaintiff right of preference with Mr. Steenwyck because of the board, as is proved by affidavit hereunto annexed; and that the abovementioned friends have understood the board already due and still to be given appears by the argument in favor of Mr. Steenwyck's preference, to wit: because he had disbursed money during the freight agreement as it was needed, it must be charged to profit and loss of the whole company; the rather, as it was unknown whether the aforesaid Mills would return after date, and if he had not done so, how and wherefore should the plaintiff then with Mr. Steenwyck have been preferred? So it appears notorious enough that the preference had been allowed for the past, present and future board. Wherefore the plaintiff in case of preference concludes that he shall be preferred for the board according to his rendered account; if not, at least with Mr. Cornelis Steenwyck on the pennies already accrued or still to proceed from the sale of the loading and ship formerly named the Nathaniel which belonged to the aforesaid Mills, together with all other his effects subject to this jurisdiction.

Dr. for this Declaration 3 pages fl. 9.10.- heavy

12 September

Edward Leeke

For my going with him before the Council and interpreting against Claes Boot fl. 2.10.-
For two journeys with him to the Secretary 2.--.-

To the Right Honorable the Director General and Council of New Netherland. Answer made and delivered to the Right Honorable Director General and Council of New Netherland by or in the name of Claes Claesen, smith, living in the town of Utreght, Accused and Defendant in case of violation of the law or selling strong drink to the Indians, contra Mr. Fiscal de Sille, Plaintiff in said case.

For foundation of which answer the aforesaid Claes Claesen, in obedience to Your Honors' order dated 28th August, respectfully showeth: And the truth is, that he never sold any strong drink in the least to the Indians, nor a few days before was caught in a fresh act. This even does not appear from the evidence produced by the plaintiff nor ever shall it be proved that the defendant then or ever had sold any strong drink to the Indians; yea, it is capable of proof that the defendant was not at home but on the strand near Najak at the time that the witnesses set forth that he had done so. That Rutger Joosten's wife testifies to having loaned a can to an Indian, and that Hubert the cooper declares that he saw the Indian go into defendant's house, certainly does not prove that the defendant, who as already stated was at Najack, had sold brandy to him. And if ten witnesses deposed that they had seen an Indian coming out of anyone's house with a can in which strong drink was found to be, who of them all could affirm on oath, that this Indian bought or obtained that liquor from this man who occupied that house, or that the latter had given it to him? In a criminal case such as this is, the
evidence must (under correction) be most clear; and (with permission) all such affidavits, giving them the greatest latitude, constitute nothing more than a slight and most dubious presumption; since the presumption of having sold the liquor to the Indian might as well rest on Rutgert Joosten, out of whose house the witness Huybert Stook says he first saw the Indian coming with the can, as on the defendant, who was not seen by any of the witnesses at or about this act. Wherefore defendant concludes that plaintiff's rendered demand and assumed conclusion shall be dismissed, with the consequences and incidents thereof.

On the 13th September drew power of attorney for
Jan Rutgers in favor of Adriaen Post against
Bartel Lot, together with notarial extract from
Jan Rutger's book, together fl. 2.10.-

ditto.

With Eduart Leake to Mr. van Ruyven fl. 1.--.-

For Claes the smith to Mr. van Ruyven for affidavit
14th ditto. Delivered in answer for Claes the smith
Made copy of affidavit fl. 1.--.-

ditto.

Went with Wolphert Webber to Dirck Siecken and there drew up affidavit fl. 2.10.-

At the request of Margarita Hardenbroek went to her house. She requested me to draw up an obligation to the behoof of M: Muyden or a mortgage. Whereunto I answered her that the agreement with Muyden's obligation was sufficient, and that the mortgage must be executed before Secretary Nevius. My visit fl. 1.--.-

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undersigned witnesses, appeared Mr. Hendrick van de Water, of this city burgher and master brewer, on the one part, with Johannes van Kouwenhoven, brewer's man, on the other part, to me the Notary known, and declared to have agreed and come together on the conditions following, that is:

The aforesaid Mr. Hendrick van de Water declared to have hired, and into his service in the brewery of Jacob van Kouwenhoven to have taken as brewer's servant [knecht] the above-
named Johannes van Kouwen [sic], who in like manner acknowledged and declared to have, with the knowledge and consent of his father, hired himself for the term of one year, commencing on the date hereof, for the purpose aforesaid unto the aforesaid his master, Hendrick van de Water, and hath agreed for wages, once a sum of three hundred guilders in wampum, with one pair of shirts, one pair of shoes, one hat, all new and befitting his condition; also further each and every week during the aforesaid current year a sum of seven guilders for board and the perquisites. For the performance of what is aforesaid, parties mutually pledge their persons and property according to law. Done without fraud at Amsterdam in New Netherland in the presence of Geleyn Verplanck, and Jan Roelofsen, credible witnesses hereunto invited, on the 14th September.

Geleyn Verplanck

Hendrick van de Water

Yan rolovsen

Johannes van Couwenhoven

In the presence of me


16 September

Taken to Fredrick Gysberts by his maid

fl. 1.\ldots

At his request examined, cast up, and reduced to Holland currency the account between him and Jan Gilles

fl. 1.\ldots

To a power of attorney of Jan Gilles for Fredrick Gysberts

1.10.\ldots

13 ditto.

Drew an attestation for Thomas Jansen Mingall with copy

fl. 2.10.\ldots

15.

To going with him to the Schout

1.\ldots

To going with him to Jeuriaen Blank to know who were bail for Jochum Backer and there learned that they were Hendrick Baker and Jeuriaen Blank

1.\ldots

16 September 1662 At Jan Gilles de Jongh's request delivered him an account of all I had done for him, and deducting therefrom what he still owed me exclusive of that, I remained indebted to him per balance one hundred eighteen guilders and fifteen stivers, which Fredrick Gysberts van den Berg hath under his hand accepted to pay. On Monday the 18th ordered this obligation on the Heer Receiver van Ruyven
The register of Salomon Lachaire

For Michael Spycer, a prisoner in the city prison, translated and somewhat modified according to the Dutch style, a remonstrance; owes for it and two visits fl. 4.--.-

Prepared case for Jacob Vis against Clocq, consisting of inventory and deduction, 7 pages fl. 14.--.-

To two attestations in the suit 2.--.-
To copy thereof to party 2.--.-
To inventory to party -.15.-
To answer, 3 pages 4.10.-
To rejoinder 2.--.-

11 September in the evening went to Mr. Spicer in the City Jail and received order from him to translate a certain remonstrance fl. 1.--.-

20th

By order of the Fiscal went to the City hall to the Quakers 1.--.-
To reading and translating each complaint, to wit: Mr. Spicer, Sam Spicer, Mary Tilton 1.10.-
Translated the Fiscal's complaint for John Tilton 2.--.-
Translated for John Bouwn judgment of the Supreme Council 3.--.-
Translated for Mary Tilton her answer 2.--.-
Translated his answer for Sam Spiser 1.10.-
Translated an appendix for Michael Spicer 1.--.-

21st

Sent for by Schaefbank to see them 1.--.-

In the Name of God. Amen.

In the year after the birth of our Lord and Savior Jesus Christ one thousand six hundred and sixty-two on the 22nd September, on Friday forenoon about ten of the clock, before me, Salomon Lachaire, Notary Public, admitted by the Right Honorable Director General and Council at Amsterdam in New Netherland residing, and before the undernamed witnesses, appeared the honest and most virtuous Geertie Jans, of this city burgher, last widow of the late Reynier Stoffelsen, and well known to me the Notary, healthy of body, not confined to bed, in full possession and in perfect use, as far as outwardly appears, of her senses, memory and understanding; who, reflecting on the certainty of death and the uncertain hour thereof, hath hereby of free will, with mature deliberation and premeditated advice and intention, made and ordered her
testament and disposition of last will in the manner herein-after described. First, commending her soul, after it shall have departed out of this body, into the merciful hands of God, and her body to a Christian burial; also revoking, breaking and hereby annulling all previous testaments, codicils, trust deeds, and all other dispositions by last will in any manner by her made before the date hereof, not wishing that they all, or any of them, shall have any effect or validity, but disposing of all anew, she, the testatrix, hath declared as her heirs the child or children which will be begotten of her, the testatrix's, daughter named Tryntie Reyniers, whether in the present marriage with Meyndert Barentsen, cooper, or even in future marriage or marriages, establishing her said daughter, Tryntie Reyniers, besides the aforesaid child or children, in her legally belonging, legitimate portion, clear without importation and deduction of anything that she will have received during the life of the testatrix, with express condition that the fruits and income of the said children's capital and inheritance shall be received by the mother, who is the testatrix's only daughter, until the time that the said child or children shall have come to the age of majority or the state of wedlock; and in case of the previous death of the mother, the said interest shall be received in the manner aforesaid by the father, without ever receiving back anything thereof; and in case the testatrix's aforesaid daughter should happen to die without having, while living, any child or children, the testatrix hath appointed the Deaconry of this City as heir to all her property. All which she, the testatrix declared thus to be her testament and disposition by last will, desiring that it shall stand irrefragable and take effect so or at least as codicil gift among the living for sake of the dead, or as any other last disposition; any law, custom, ordinance or restriction in any wise to the contrary notwithstanding, she derogating the same as far as is necessary; requesting hereof to be made and delivered one or more public instruments in due form. Thus done at the dwelling of me, the Notary, situate in the Hooghstraet within this city Amsterdam in New Netherland, in the presence of Evert Duyckinck and Hendrick Obe, of this cityburghers, credible witnesses hereunto specially invited on the day, year and hour as above.

Everdt Duyckinck
Hendrick Obe

In presence of me

Instrument delivered to the testatrix and paid

12 October 1662
Mr. Cornelis Steenwyck
Dr.
For an English deed of Fred Lubberten's bark light fl. 3.14.-
Before me Salomon Lachaire, Notary Public, admitted etc., and before the undersigned witnesses, appeared the virtuous Volckertjte Jans, wife of Jan Fransen van Hoesem, residing at Fort Orange, being of competent age, and at the requisition of Barentie, wife of Gerrit Fullewever, of this city burgher, but to no man's wrong or prejudice, but in favor of justice, declared that it is true and truthful that Geertie Broeders, when she first said that she missed wampum, hath stated that she missed about one hundred guilders of her white wampum, without ever mentioning black wampum, but some time afterwards, when the requirant would sell her wampum to Pieter van Hael, that she took up two tickets which Barentie had detached from a bundle of black wampum, saying that she had signed that one ticket and that that bundle of black wampum belonged to her. Concluding herewith her deposition, being ready further to confirm the same when necessary and required. Done without fraud at Amsterdam in New Netherland in the presence of Hendrick Obe and Nicolaes Boot, of this city burghers, credible witnesses hereunto invited, on the 4th October 1662.

Henderick Obe
This is the mark of
Volckertie Jans made by herself

Nicolaes Boot

In presence of me

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undersigned witnesses, the worthy Ryck Hendrix, woodsawyer, on the one part and Dirck Claesen, potter, on the other side, to me the Notary known, who on the following conditions declared to have agreed together, to wit:

The aforesaid Ryck Hendrixe hath sold and Dirck Claesen acknowledges to have bought of him his the seller's lot situate east of the Prince Graft, bounded on the north by the lot of Hendrick van der Walle, east and south by the lot of Fiscal de Sille, west by the Graght aforesaid; broad in front and rear twenty-one running feet, long eighty-five like feet, with the buildings and fifty plank and the spars and all other things seen by the purchaser and lying on the lot aforesaid; all free and unincumbered, without any charge thereon standing or arising therefrom save the Lord's right, and that for a sum of three hundred and thirty guilders in wampum and no more, upon the condition that the purchaser, in diminution of the sum aforesaid against him, assumes one hundred and eight guilders which the seller still owes Fiscal de Sille, being a balance of the lot aforesaid; and the purchaser hath already paid to the seller, in deduction of the promised purchase money, the sum of one hundred and twenty-two guilders, so that there remains to be paid yet to the seller a balance of one hundred guilders, which shall be paid by next May. For the performance and fulfillment of what precedes, respective parties pledge on each side their persons and properties under bond according to law. Done without fraud at Amsterdam in New Netherland in the presence of Paulus van der Beek and Hugo Barents Kleyn,
credible witnesses here unto invited the 4th October 1662.

Huygh Berntse de Kleyn
[sic] Dirck Staets

This is the mark of Ryck Hendrix made by himself
This is the mark made by Meyntie Roelofs in the absence of her husband

This date drew up a bill of sale in English between Mr. Abraham Staets, seller of his sloop the Haey, and Mr. Thomas Willet, purchaser thereof, for the sum of fl. 2400 in wampum and fl. 800 in goods, beavers' price; the sloop must be delivered to Mr. Willets in New England next April, when the fl. 2400 in wampum and expenses of one man who helps to bring it shall be paid to Abraham Staets on order, and the remaining fl. 800 in goods, beavers' price, on or before the last of July next.

Received from Abraham Staets my fee for the whole fl. 5.—

Quod Attestor

7 8ber Have translated for Mr. Eduart Leake his agreement; owes therefor fl. 2.10.—

To Frederick Gysberts copy of the power of attorney of Jan Gilles 2 1/2 pages 2.10.—
Item extract from my register fol. 61. Dutch and English 2 pp. 2.—

[Lachaire's original English, transcribed by the Editors:]

Appeared before mee Salomon Lachaire Notary pub admitted Etc and Afore the hereafter named Wittenesses, Mathew Bunne at The one, and Richard Hincksmen at The other side bode English mariners, my notaria Wel knowne and have declared to be agreed to gether uppon termes followinge to Witt mathew Bunne heas sold unto the sayd Richard Hingsman his Barcke named the Black Bird, now Rideing at anker here upon The Revir, With all her furnishings as is to bee seene by The Inventory Thereof made and delivered unto The sayd Richard Hincksmen, The Which did Acknowle: to have bought the sayd Barcke With her sayd Furnitures for the Sume of Fiffty fife pound Starlinge, Whereof thirty pound is to bee payd presently by the deliverance of the sayd Barcke, and the other twenty fife pound starling at or before the laste daye of mey next Ensuinge the date hgeof, for Wich whole Summe of fifty fife pound starling the sayd mathew Bunne did Confes and Acknowledge to bee fully satesfied, the firste payment with the last, Wherfor hee by this present act doeth desist of all Right and titull hee Ever hath at The forementioned barcke with all her Furnitures, Transportinge her Wholy and Fully, unto the sayd Richard Hincksmen, Reserveinge
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no Right nor titull more unto her, but Remaininge bounded to
free her for all Clame and pretences which at any place Rever
kreeke or haven should bee leade uppon her, for his sake
standeinge in That bond a yeare and daye according to the
Costume of The seas, promisinge This Bill of Sale never to Re­
voke but to keep sure and firme, under bond of his parson and
goodes, subject all Courtes and judges, Acted Without Fraud
This 5th of october stilo nova at Amsterdam In The New-Nether-
landes In the presents of, Thomas brooke and Jacob Vis, in­
habitants at This towne Credible Wittenesses hereunto Required.

Thomas Brooke

Jacob Vis

signed in The presents of mee

[Lachaire's original English, transcribed by the Editors:]

Appeared before mee Salomon Lachaire notary publicq Ad­
mittet Etc: and fore the heare after named Witnesses Richard
Hinckesman English marinar my notario both knowne The Which did
Acknowledge him selfe to bee indebted unto, Matthew Bunne, the
Sume of twenty fife pound Starlinge at silver prise, beeinge
the Remainer Summe of The payements promised for the Barck
Callet the Blackbird, which sayd payement is to bee made heere
at The manathans at or before the last daye of meye next En­
suinge the date hereof, for the tru performance Whereof the
sayd Richard Hinckesman dooth here by Engaged him selve his
hires Executors administrators or assignes and Especially The
sayd Barke, tell This bill is fully payd. Acted Without Fraud
in The presents of Thomas Brooke and Jacob Vis inhabitantes
of This towne--Credible Witnesses hereunto Required At Amster­
dam in the New-Netherlandes This 5th of October 1662

Thomas Brooke

Jacob Vis

Signed in The presents of mee
8ber 1662

To the Right Honorable the
Director General and Council of
New Netherland

Most respectfully showeth Edward Leake, an English merchant at
present residing within this city, that he, on the 23rd May of
this year, entered into and made a certain charter party with
Nicolaes Boot, merchant and burgher of this city, then in Vir­
ginia, whereby the said Nicolaes Boot bound himself to the
petitioner to take on board on the first arrival of his bark
from Manathans, from him the petitioner at a certain bespoken
place in Virginia and to carry direct for and to Manathans, the
dangers of the sea alone excepted, a quantity of between twenty
and thirty hogsheads of tobacco, on payment for freight of 20
stivers per hogshead; and parties obligated themselves by
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the aforesaid contract, that whosoever did not fulfill said contract should pay to his party the sum of fifty pounds sterling English currency as more fully appears by said contract hereunto annexed translated; whereupon it followed that petitioner pursuant to his contract hath, at the bespoken place, caused to be taken on board the said bark of Claes Boot the quantity of three and twenty hogsheads of tobacco and [blank] pieces of hides, and, himself embarking as a passenger in her, the aforesaid bark sailed from Virginia and in a few days arrived safe here and came to anchor in the harbor; when the petitioner, thinking the voyage terminated, landed and went home to lodge at his ordinary inn, expecting that his laden goods would be discharged and delivered to him, according to his charter party made with Claes Boot, being a burgher of this city. Which aforesaid Nicolaes Boot, following his said contract in part hath also fulfilled the petitioner's expectations in part, and hath with [blank] hogsheads of his own and [blank] of one discharged and delivered to him, the petitioner, eight hogsheads. After this it followed that the aforesaid Nicolaes Boot, out of certain his own purpose, contrary to his contract made with the petitioner, sent his aforesaid bark under the command of one Joseph ... to the North or New England; and thus, out of his own head, again adventured the petitioner's unloaded property, being fourteen hogsheads of tobacco, and [blank] hides after they had once safely arrived at their place of destination, and had borne the dangers of the seas. And the bark aforesaid coming back from the North, was in fair weather and on a clear day, through the seeming ignorance of the seamen on board of her, run upon a rock in the Hellgate alongside of Barents Island and stuck fast there, so that on the ebbing of the tide, the aforesaid bark being fallen on her side, the hold became full of water on the flood, and all the rest of the tobacco was ruined, except a few tubs which were saved, one of which belonged to the petitioner.

Now the case is that the petitioner was summoned on the 5th of September last before the Court of this City by the aforesaid Joseph..., styling himself skipper of the said Nicolaes Boot, for the freight of the aforesaid nine hogsheads of tobacco, 5 hides and the petitioner's passage money. Against which the petitioner excepted, stating through his interpreter that he did not acknowledge the aforesaid Joseph, then plain-tiff, as skipper, inasmuch as he did not make the contract for freight with him but with Nicolaes Boot, who was there present as interpreter, and that he had not signed for him any bill of lading as a skipper ought to do; further, producing his charter party, demanding fulfillment thereof. Whereupon those of the court aforesaid referred parties to Mr. Thomas Willet and Cornelis Steenwyck, before whom parties having appeared, nothing could be effected, as the abovenamed Nicolaes Boot was not willing to submit; so that the petitioner was under the necessity on the 12th of said month to cite the aforesaid Nicolaes Boot before the Court of this City, and hath demanded of him satisfaction for 13 hogsheads of tobacco and five hides which he had received here less than he had shipped in Virginia. Whereunto defendant answered that the bark ran ashore and the tobacco was spoiled, and he had lost his as well as the petitioner's, persisting further by the demand of his pretended skipper entered on the last Court Day. Whereupon those of the court aforesaid--without observing, (1) that it was within the defendant's power to discharge and deliver all the plaintiff's tobacco and hides as well as a part of them; (2) that the right place of unloading was here according to the charter party;
(3) that, therefore, the danger of the seas had been once borne by the petitioner, and he was not bound, without another contract, to incur further danger; (4) that the defendant on his own profit and loss took the risk upon himself adventuring the petitioner's and other merchants' goods, without their seeming consent, on his own initiative; (5) that his pretended bond to discharge the tobacco in New England does not patrocinate him, for he might have made use for that purpose of his own tobacco which he had already discharged here, but not of goods of merchants which he had accepted on freight expressly to deliver here; (6) that as the charter party must be fulfilled at a place where the King's interdict is powerless, it certainly binds the contractors at least to the payment of the fifty pounds sterling therein mentioned. [The Court] was pleased by its judgment dated 12 September 1662 to dismiss the plaintiff's demand and to order him to pay the freight of the goods received and the passage money, according to the complaint on the last Court Day. Wherefore your petitioner, finding himself seriously aggrieved by said judgment, hath seasonably constituted himself appellant from that to this Supreme Council, as he now hereby doth; praying Your mandamus of appeal in communi forma; which doing, Right Honorable Lords, he remains...

[Lachaire's original English, transcribed by the Editors:]

Appeared before mee Salomon Lachaire Notary pub. adm. etc: en fore the hereafter named Wittepesses, Richard Hencksman of boston in New Englant marinar my notario Well knowne and did Confes and Acknowledge him selfe to be indepted unto Mr. Cornelis Steenwyk marchand of This towne the full sume and quantiteye of nine tene hundred Waight of good sound marchandable Virginy leafe tobacy in Caske Where under are to bee soo much hides as hee The sayd Hincksman kan procure, Which dipt doeth arise outh mony lentt and payd for the uze of the Ap- pearant, for the barck named the black bird, bought of Mr: Matthew Bunne, Which sayd payement is to bee made here at The Waige house at or before the last daye of march next Ensuinge the date hereof, unto the sayd Mr. Steenwyk or his ordre, for the tru performance Whereof the sayd Richard Hincksm kan doeth by This present Acte bind him selves his hires Executors ad- ministrators and assignes and Especially the sayde Barcke knowne by The Name of The blackbird with all furnitures, bought of Mathew Bunne, foresayd, unto Whome the mony is payd. Acted Without Fraud At Amsterdam In The New-Netherlandes in The presents of Edward Wood, and Edwart leake Credible Wittenesses hereunto Required This 9th daYe of october 1662.

Ed: Wood Richard Hinckman

Edw: Leake Signed in The presence of mee
Salomon Lachaire Not: Pub
9 8bris 1662
Drew up complaint for Thomas Jansen Mingael
against Juriaen Blanck and Hendrick Willems,
attorneys and securities for Jochum de Baker
2 pages $3.---.-
Also owes for attestation and copy
Item for a journey with him to the Schout
Item for going with him to learn who
Jochum Baker's bail were
Heavy money $7.10.-
Light $11. 5.-
13th October from 29th October 1661
1/2 bill of sale and visit $1.17.8
Credit 15 pounds cheese @ 8 stivers $6.---.-

To the Right Honorable the
Director General and Council of
New Netherland

In all humility most respectfully showeth Nicolaes Boot, of
this city burgher, at present ready to sail with his bark for
Virginia, that he was handed on Monday the 9th October last,
a certain copy of a complaint of Fiscal Nicasius de Sille
against the petitioner, together with Your Honors' order of
same date to answer thereunto on the next Court Day. In
obedience to that order, petitioner most humbly showeth that
he is at present, by the running aground of his vessel and the
loss of his goods on board her, reduced to such a poor condition,
labyrinth and distress that Your Honors can easily perceive he
is now in no position to enter into a contest with the Fiscal
respecting his accusation, which now touches him, the petitioner,
even on his weakest side. Now he is lying ready to sail with
his bark, whereupon he was obliged to incur great expense to
repair her, he, the petitioner, having been here since the
29th June without the Fiscal's having been pleased to trouble
him on account of the aforesaid matter; so that the petitioner,
on whose head this affair unexpectedly tumbles, is wholly un­
prepared for his defense. Therefore, turning with the greatest
humility and reverence to You, he humbly prays Your Honors to
be pleased to order the Fiscal to surcease from the proceedings
commenced against the petitioner, until the petitioner shall
have completed this his proposed voyage, whereupon the pe­
titioner's entire salvation with God's help is depending, still
expecting before the end of December next to return here again.
Awaiting then a commisserating, and for the petitioner a
favorable, apostil on the margin hereof, etc.

Nicolaes Boot Dr.
For petition in place of answer to the
Fiscal's complaint 2 pp. $3.---.-

Eduart Leake Dr.
For petition of appeal against N. Boot;
2 pages long $6.---.-
For translation of his agreement thereunto
annexed 1.---.-
Before me Salomon Lachaire, Notary Public, admitted, etc., and before the underwritten witnesses, appeared the worthy Pieter Jansen van Warkendam on the one part, and Hendrick Hendrix van Doesburgh, on the other part, both of this city burgmers, to me the Notary well known, who declared to have agreed and bargained together on the conditions hereinafter written, that is:

Pieter Jansen van Worckendam declared to have sold unto Hendrick Hendrix van Doesburgh, who also acknowledged to have bought from him, his the seller's house and lot, standing and situate within this city on the Slyck Steegh, bounded on the east by the lot and garden of Joannes Wit Hart [sic]; north, Daniel Vervelen; west, Engelbert the tailor (this sold lot being the net and just half of the lot formerly purchased by said Engelbert from Domine Joannes Megapolensius, with which the purchaser has to divide); south, the aforesaid Slyck Steegh. The seller is bound to vacate and deliver up to the purchaser on the first November or before the aforesaid house and lot, with all that is earth- and nail-fast thereon, free, clear and unincumbered, without any charge standing thereon or arising therefrom, save the Lord's right. And the purchaser is bound, as he hath promised, to pay to the seller or his order for the aforesaid house and lot, once for all, four hundred and fifteen guilders in good wampum and a snaphance [springlock musket], and that on the following times and payments, to wit: the first payment by the sum of one hundred and eight guilders and a snaphance down, and before the signing hereof; the second payment on the first of next May, by the sum of one hundred guilders, and the third and last payment by the sum of two hundred and seven guilders on the first of May of the year next following—that will be in anno 1664—and no more. The seller shall be obliged to deliver the deed in due form to the purchaser on the receipt of the last payment.

For the fulfillment and performance the contracting parties pledge their persons and properties under bond according to law, and the purchaser specially binds the aforesaid house and lot to the effectual payment hereof. Done in good faith at Amsterdam in New Netherland in the presence of Christoffel Hooglant and Gerrit Jansen Roos, of this city burgmers, credible witnesses hereunto invited on the 10th day of October 1662.

Christoffel Hooglant
Gerret Jansen Roos

This is the mark of
Pieter Jansen van Workendam
made by himself

This is the mark of
Hendrick Hendrickx van Doesburgh made by himself

In the presence of me,

Paid.
Richard Hincksman of Boston owes of old fl. 1. 5.-
Bill of sale with Bonne 3.-
Duplicate of said bill of sale 3.-
Obligation to Bonne fl 2.5, duplicate 4.10.-
Obligation to Steenwyck 2. 5.

Total: Light money fl. 14.-

10 October

Copied an English letter for the General

11 ditto.

Nicolaes Boot and Eduard Leake terminated their difficulty through the intervention of me, Salomon Lachaire, and Warnaer Wessels, and agreed that Leack, according to agreement, shall pay the freight of the saved goods and the passage money which amount together to fl. 120, against which Boot shall make good to him for his claim of 13 hogsheads and five hides lost fl. 150, good pay, and freight of two hogsheads or equal value on the first opportunity. Each his own costs; the treat, half and half.

Before me Salomon Lachaire, Notary Public, admitted etc., and before the undernamed witnesses, appeared the worthy Mr. Nicolaes Boot, of this city burgher, on the eve of his departure for Virginia, well known to me the Notary, who declared in the best form possible to him in law, to constitute and empower, as he hereby constitutes and empowers, his son-in-law Cristoffel van Laer, shoemaker and burgher of this city, specially from now henceforth to take care and charge of his, the constituent's, house and lot, standing and situate within this city on the Marktvelts-Straet; also to collect and receive the rent thereof; and at the fitting time, if possible, to lease it again to the occupant, or to let it to others, with all such power and authority as if the constituent were doing all such himself in person; with consequences and incidents thereof and further in the name and on the behalf of the constituent to collect from Mr. Nicolaes de Meyer at his return from Holland a certain power of attorney dated 2nd September of this year, executed before me, the Notary and certain witnesses by the constituent to him, De Meyer, against Mr. Willem Schyven of Amsterdam, merchant; likewise to demand and ask from said De Meyer account, proof and reliqua of what he shall have performed with the power of attorney aforesaid; and if the said Willem Schyven may happen to arrive here again, to collect from him amicably or by means of law all such things as are mentioned in the said power of attorney to N: Meyer, with costs, damages and interest thereof, in order legally to accomplish all the aforesaid. In case of necessity, to sue before all courts, tribunals, judges and high and low jurisdiction, both within and without this province, and to prosecute to the end of judgment and extreme execution; also, from wrong judgments to appeal, re-form and reduce; likewise, all differences and disagreements to reconcile, compromise and terminate; with power to perform all and every requisition and protest; to execute
discharges and receipts for moneys paid and to guarantee against future demands; and further, all things else that the constituent could, might and may do were he personally present at all times and all places, although more full authority than herein contained were required for the case or cases; and furthermore, in omnibuscum potestatissubstuentiia d lites unem vel pluris in communi forma. He, the constituent, promising to hold and cause to be held good and valid all whatever shall be done and performed herein by the constituent or his substitute by virtue hereof, as if it all had been done and performed by himself in person; under bond according to law, provided the attorney remain bound under like bond to cause to be rendered correct report, account, proof and reliqua of his agency when required. Done at Amsterdam in New Netherland in the presence of Francoys de Bruyn and Hendrick Obe, of this cityburghers, credible witnesses hereunto invited on the [blank] October 1662.

Francoys d' Bruyn

Hendrick Obe

In presence of me

14th October

For Thomas Hall translated an account out of
English into Dutch fl. 1.10.-
Item. Copied a receipt of Sam Edsal to N. Boot 1.---.-

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undernamed witnesses, appeared the worthy Luyckas Dirckx, of this city burgher, being of competent age, to me the Notary known, who on the requisition of Gerrit Fullewever, but to no man's wrong or prejudice, but in favor of justice, declared that it is true and truthful that about two months or nine weeks ago Bartel Mannekers came to his house and there publicly said at divers times that in the letter which his wife took from the requirant's wife to Fort Orange, which was about the wampum in question, his figures arose from a certain quantity of tobacco which he had received out of the Weighhouse. He the deponent concluding herewith his deposition, being ready when necessary and required to confirm it upon oath. Done without fraud at Amsterdam in New Netherland in the presence of Harmanus van Borsen and Harmanus Litscho of this city burghers, hereunto invited on the 14th October 1662.

Harmanus van Bosum

Harmanus Litscho

October. In virtue of power of attorney granted to me by Mr. Eduart Leake, I caused Nicolaes Boot to be arrested and
summoned before the Court of this City, but again released him on the 19th ditto at the instance of Hendrick Obe in his behalf.

See papers of Mr. Leake and N. Boot.

Before me Salomon Lachaire, Notary Public, admitted, etc., and before the undesignated witnesses, appeared the worthy Hendrik Jansen Baker, of this city burgheer, being of competent age, well known to me the Notary, who at the requisition of Joost van Linde declared, attested and affirmed that it is true and truthful and well remembered by him, the deponent, that the wife of Thomas Wandel told him, the deponent, that because they had no milk for the family, they had further agreement with the requirant which had commenced this year; so that he has only half of the [blank] and bouwery; on condition that he, the requirant should have the bouwery the [blank] year as [blank] was. Concluding herewith his deposition, ready to confirm it by oath when necessary and required. Done without fraud, in the presence of Claes van Elslandt, Court Messenger, and Jan Adriaen van Duyvelant on the 23rd October 1662 at Amsterdam in New Netherland.

Claes van Elslandt the younger Hendrick Janse Baker
J. Adrn. van Duyvelant


Transcript hereof to Joost van Linden 25 ditto debit.

[Lachaire's original English, transcribed by the Editors:] Appear'd before mee Salomon Lachaire Notary pub Admitted Etc: and fore The hereafter name[d] Wittenesses, mr: dirck Johnson van oldenburg, inhabitant of This Towne, at The one and mr: Thomas Math[ews] of hontingetowne at The other syde to mee notario both Wei kno[w]n and have bargained Agreed and Con- venanted uppon Termes followinge, That is to saye The sayd dirck Johnson hath sould unto The sayd mr: Thomas Matthews his Brigendeene named The Hope With all her furnitures as mast yards anchors Cables Sayeles Standeinge and Runneinge Riggon bote oare and other Things as appeared by The Inventary Thereof made and delivered unto The sayd mr: Thomas mathews The Which hath, and hereby doeth Acknowldge to have bought The sayd Bergentine With her furnitures aforesayd of The sayd dirck Johnson fore The Sume of two thousand gilders in good merchandable Virginia leafe tobb: in Caske at six pence ye pound here, at The Waige hous to be payd and also That he hath Receaved The sayd bergentine at his adventur and the Sa;yd dirck Johnson hath and doeth hereby desist of all his Right and title hee Ever had in The sayd bergentine Transporteinge hem Wholy fully unto The Sayd mr: Thomas Mathews Acknowledgeinge to be fully payd and satisfied for the Wh[ole] payment promised for The sayd Bergentine, promising This Bill of Seale never to Revoke, but to keep fast and firme, as also to free The sayd bergentine from all Cl[aim] Which at any port, haven, River, kreek or Elswhere shal be layd on her fore his sake, and to stand in That ba[--] yeare and daye Accordinge
to the lawe and Costumes of The se[—] under bond of his per-
son and Estate Subject to all law[s] Courtes and judges,
acted Without fraud at Amster[dam] in New-Nederlandt in The
present of george woo[ley] and Thomas Brooke, inhabitants of
This Towne, Cr[edible] Wittenesses hereunto Required this 20th
daye of october 1662.

George Woollsey
Thomas Brooke

signed in presents of m[ee]
Salomon Lachaire, Not. [——]

This Act is mortified quod Attestor Salomon Lachaire

Appeared before mee Salomon Lachaire Notary pub: Admitted etc.
and fore The hereafter named Witenesses, Mr. Thomas Mathews
of Hontingeton, to mee notario well knowne, who did Confess
him selfe to bee indepted unto Dirck Johnson van oldenburgh,
inhabitant of This towne The full and juste sume of [tw]o
Thousand gilder in good marchandable leafe tabbacco kaske at six
stivers The pound for and in cancideraton a briggendeene Called
The Hope with her furniturs bought of him the sayd Dirck John-
son and hath Engaged him selfe his hires administrators
Executors or assignes, to paye [an]d deliver The sayd quantite
of tabbacco, unto The sayd Dirck Johnson or his ordres at or
before the 15th daye of mey next Ensinge The date hereof,
here at The WaTye house, under band as unto [th]e law; Acted
Without Fraud At Amsterdam In The New Netherlands in The pre-
sents of George Wolsy and Thomas Brooke inhabitants of This
Towne, credible witenesses hereto Required This 20th day of
octobe stilo nova 1662

George Woollsey
Thomas Mathews

Thomas Brooke

Signed in The presents of me
Salomon Lachaire Nots: pub
8 bre 20 1662

Acte is mortified [illegible signature]
Attestor Salomon Lachaire Nots: pub

Appeared before mee Salomon Lachaire, Notary pub etc: and afore
the hereafternamed Witenesses, Mr. N[torn] george, marinar,
of baston in New:Engelandt and hath Engaged him selfe his hires
executors admin [is torn] or assignes for to paye or Cause to
bee payd, unto Henry Wollen, Poppe Robbertson, John Garittson
van Louwen [torn] or any of Them his or Theyre assignes, The
sume [torn] tene pound Starlinges, at or before The middel
month Juny next Ensinge the date hereof for [torn] disbursed
for the fredame gabriel gefree, acted witho[ut] fraud in The
presents of lourens de Sille and Dirck Johnson Credible
Wittenesses hereunto Required
Amsterdam In N: Neder dis 28 octobe[r]

Nickla[---]

De Sil[le]

Signed in the presents of me
Salomon Lachaire Nots pub:
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If more than one spelling occurs, preference has been given to (1) the spelling in a signature, or (2) the most common variant. Modern names of places have been supplied, but family names have not been added to patronymics, as they were not in common use in 1661.

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