

# **Fort Orange Records**

**1656–1678**

*New Netherland Documents Series*



**A painting by L. F. Tantillo entitled The Ferry, 1643**  
From the Collection of Robert and Marie Dolfi

# Fort Orange Records

1656–1678



*Translated and Edited by*  
CHARLES T. GEHRING



SYRACUSE UNIVERSITY PRESS

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First Edition, 2000

00 01 02 03 04 05 6 5 4 3 2 1

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Produced with the support of The Holland Society of New York and the New Netherland Project of the New York State Library

The preparation of this volume was made possible in part by a grant from the Division of Research Programs of the National Endowment for the Humanities, an independent federal agency.

This book is published with the assistance of a grant from the John Ben Snow Foundation.

#### **Library of Congress Cataloging-in-Publication Data**

Fort Orange (Albany, N.Y.)

Fort Orange records, 1656-1678 / translated and edited by Charles T. Gehring.— 1st ed.  
p. cm. — (New Netherland documents series)

Includes bibliographical references (p. ) and index.

ISBN 0-8156-2821-8 (cloth)

1. Albany (N.Y.)—Genealogy. 2. Court records—New York (State)—Albany. 3. Fort Orange (Albany, N.Y.)—Registers. 4. Dutch Americans—New York (State)—Albany—Genealogy. I. Gehring, Charles T., 1939- II. Title. III. New Netherland documents.

F129.A353 A255 1999

929'.374743—dc21

MANUFACTURED IN THE UNITED STATES OF AMERICA

This volume is dedicated to

**John J. McEneny**  
Member of Assembly

for his longstanding commitment to Albany,  
a city whose foundations trace back to our Dutch past, and  
his steadfast support of the New Netherland Project

Charles T. Gehring was born in Fort Plain, an old Erie Canal town in New York State's Mohawk Valley. After completing his undergraduate and graduate studies at Virginia Military Institute and West Virginia University he continued with post graduate work at Albert-Ludwigs-Universität in Freiburg, Germany. There he began his study of the Dutch language and first realized that his future research lay much closer to home. He eventually received a Ph.D. in Germanic Linguistics from Indiana University with a concentration in Netherlandic Studies. His dissertation (1973) was a linguistic investigation of the survival of the Dutch language in colonial New York. He is presently director of the New York State Library's New Netherland Project, which is responsible for translating the official records of the Dutch colony and promoting awareness of the Dutch role in American history. He has been a fellow of the Holland Society of New York since 1979. In September of 1994 Her Majesty Queen Beatrix of the Netherlands conferred on him the distinction of Officer in the Order of Orange-Nassau.

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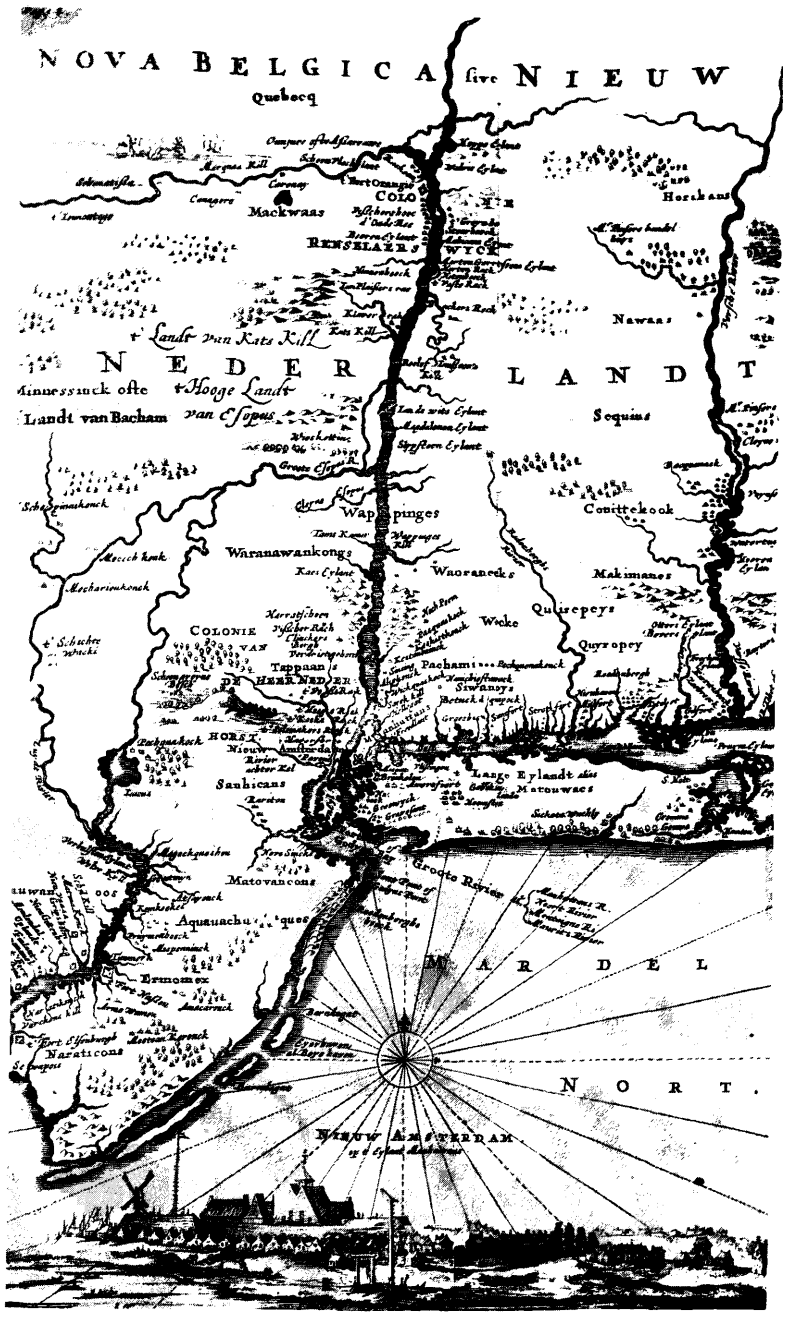
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# Acknowledgments

I wish to express my gratitude to the staff of the New Netherland Project: Jansje Venema for producing the transcriptions from which the translations were made and Martha Dickinson Shattuck for editing and indexing the manuscript. Both contributed so much to every phase of production that it would be impossible to enumerate here without neglecting something. I also want to thank the Albany County Hall of Records for giving us unlimited access to the manuscript volumes from which this translation was made.

Special thanks goes to the Holland Society of New York for its steadfast support of the translation and publication of records relating to our Dutch heritage; to the New York State Library for treating the Project as one of its own programs and to the library staff for its highly professional assistance; to the Friends of New Netherland for their tireless efforts in promoting the work of the Project and maintaining its financial stability; to the Division of Research Programs of the National Endowment for the Humanities whose financial support through a matching grant made this publication possible; to the Netherland-America Foundation, the Lucius N. Littauer Foundation; the Doris G. Quinn Foundation; and to all the other contributors who support the Project through their membership in the Friends of New Netherland.



Adriaen van der Donck's Map of New Netherland, 1656  
 Courtesy of the New York State Library; photo by Dietrich C. Gehring

# Introduction

**T**he records in this volume represent the oldest surviving archival papers of the Dutch community that eventually became Albany, the capital of the state of New York. Although the Dutch first visited this area with Hudson in 1609, records were first maintained in the area by the officials of the patroonship of Rensselaerswijck, which surrounded the West India Company post of Fort Orange. The administration of the Company's interests in the area remained in the hands of the council on Manhattan for almost thirty years. Thus records concerning the Company's administration of affairs in this area are found among the minutes of the council on Manhattan or in the registers of the provincial secretary. Local WIC records first appeared in 1652 after the Company established the jurisdiction of Fort Orange and the village of Beverwijck.

## Fort Orange/Beverwijck

**O**n April 10, 1652 the West India Company's jurisdiction of Fort Orange/Beverwijck was formed along the banks of the upper Hudson. This act represented the resolution of a four-year dispute over local sovereignty between Petrus Stuyvesant, the director general of New Netherland and Brant van Slichtenhorst, the director of Rensselaerswijck, the patroonship founded by Kiliaen van Rensselaer. On this date Stuyvesant proclaimed a 3000-foot radius around the fort to be within the jurisdiction of the West India Company; an area which incorporated the *bijeenwooning* or "community" established and promoted by Van Slichtenhorst. No longer were Company affairs on the upper Hudson administered from the council on Manhattan. Overnight a local government was established which not only rivaled the patroon's court in the area but also transformed a considerable number of the patroon's population into servants of the Company.

The new jurisdiction also included the Esopus and Catskill regions south of the patroonship until a court was established at Wiltwijck (Kingston) in 1660. After the English takeover in 1664, the jurisdiction of the court in Albany (formerly Fort Orange/Beverwijck) was expanded to include Rensselaerswijck and Schenectady, which was approved for

settlement toward the end of Stuyvesant's administration. During the Dutch restoration of 1673 the name of Albany was changed to Willemstad rather than reverting to the original Beverwijck, while the former Fort Orange, which had become Fort Albany during the English interim period of governors Nicolls and Lovelace, was renamed Fort Nassau. In 1674 New Netherland was returned to English rule as a result of the treaty of Westminster, which closed the third Anglo-Dutch war. During the administration of Governor Edmund Andros, Albany records continued to be kept in Dutch until Governor Dongan granted a charter to the municipality in 1686.

## Local Government

**T**he *kleine banck van justitie* or inferior bench of justice of Fort Orange/Beverwijck was established to function as the local governing body with executive, legislative, and judicial responsibilities. As a local jurisdiction it kept records of its proceedings for future reference. In addition to the minutes of the court, which included ordinary sessions held every Tuesday and occasional extraordinary sessions, records were also kept of various transactions and interactions of members of the community. Such records were cast in the form of a contract requiring the signatures of the parties involved and the attestation of an authorized official. Normally this official would be a notary; however, in the absence of a notary this function was performed by the secretary. The majority of these records consist of real estate transactions, such as conveyances of property from one individual to another, conditions of sale, conditions of auction, surrenders of claims; they also include acknowledgements of debt, warrants, powers of attorney, and pledges of security. Such documents carried authentic signatures and could be submitted as legal instruments in court proceedings.

Officials who appear as signatories in this volume are as follows:

Johannes La Montagne who served as vice director and commissary at Fort Orange from 28 September 1656 to 24 October 1664;

Johannes Provoost who served as clerk under La Montagne, then as secretary of Albany, Colonie, and Rensselaerswijck during the English administration. He also served in this office during the restoration of Dutch rule under Governor Colve, 1673–1674;

Dirk van Schellyne served as notary public in Beverwijck beginning in 1660 and town clerk of Albany;

Ludovicus Cobus served as secretary under the Colve administration;

Robert Livingston served as secretary of Albany from September 1675.

## Local Records

**T**he present volume is the first part of the surviving records kept by the Albany Municipal Archives. As with other surviving Dutch records in other repositories, they are neither complete nor maintained in their original state. In contrast to the Dutch colonial manuscripts kept in the New York State Archives, which suffered greatly in the 1911 Library fire, they are physically in excellent condition. However, over the years they were subjected to other abuses. Jonathan Pearson described the situation best in the preface to his translation of these same records: "The earliest registers were simply quires stitched together, which at a later date were gathered up by some one ignorant of the language, and bound and labeled regardless of dates or subjects." [Early Records Albany, iii] Over the years these records were stored, ignored, moved, arranged, and rearranged until they finally were put together in bound volumes to which labels were attached. As with humpty dumpty, we are no longer able to return them to their original state, but are now compelled to follow arrangements, which at times seem arbitrary or illogical.

The first two bound volumes are labeled Deeds A and B respectively. Volume A carries the date 1656–1678 on the lower spine; B is dated 1654–1680. This indicates that there was no overriding concern for chronological order; nor was there an apparent concern for proportion as Volume A contains 431 pages while Volume B weighs in at 869 pages. The present translated volume represents Volume A and is subtitled part 1; because of its size, Volume B will appear in two separate translated volumes subtitled part 2 and part 3 of the *Fort Orange Records*. As a result of these chronological displacements the records kept by Johannes Dijkman and Jan de Deckere from 1652 to 1656 will appear in the following two volumes.

## Editorial Method

**T**he same editorial principles were followed in this volume as in the *Fort Orange Court Minutes*. The layout or format of the entries was adhered to as closely as possible. Proper names have been transcribed rather than translated in order to give researchers every possible onomastic configuration by which an individual or place was identified in its original form. Name variations and translations of Dutch occupations will appear in the index. Damaged portions are indicated by empty brackets that approximate the amount of loss. Actual document page numbers appears in brackets to facilitate access to the original.

# Key to Abbreviations

**LO** *Laws and Ordinances of New Netherland*, compiled and translated by E. B. O’Callaghan (Albany, 1868).

**LWA** *Laws and Writs of Appeal*, Vol. XVI, part 1 in the series *New Netherland Documents*, translated and edited by Charles T. Gehring (Syracuse, 1991).

**NHCR** *Records of the Colony or Jurisdiction of New Haven*, edited by Charles J. Hoadly (Hartford, 1858).

**NYCD** *Documents Relative to the Colonial History of the State of New York*, Vols. I–XI, translated and edited by E. B. O’Callaghan; Vols. XII–XIV, translated and edited by Berthold Fernow (Albany, 1865–1883).

**NYCM** The “New York Colonial Manuscripts” held by the New York State Archives.

**NYHM** *New York Historical Manuscripts: Dutch*, Vols. I–IV, translated and edited by A. J. F. van Laer; Vols. V, XVIII–XXI, GG, HH and II, translated and edited by Charles T. Gehring (Baltimore, 1974–1983).

**RNA** *The Records of New Amsterdam, 1653–1674*, translated by E. B. O’Callaghan, revised and edited by Berthold Fernow, 7 vols. (New York, 1897; reprinted Baltimore, 1976).

**VS** *Voyages of the Slavers St. John and Arms of Amsterdam, 1659, 1663; together with Additional Papers Illustrative of the Slave Trade under the Dutch*, translated by E. B. O’Callaghan (Albany, 1867).

**WIC** The Dutch West India Company



# **Fort Orange Records**

**1656-1678**



[CONVEYANCE OF HOUSE AND LOT FROM TOMAS JANSSEN MINGAEL  
TO JAN ROELOFFSEN]

[1] There appeared before me, Johannes de La Montagne, in the service of the Chartered West India Company, commissary\* and vice director at Fort Orange and the village of Beverwijck, in the presence of the Hon. Rut Jacobsen and Anderies Herbertsen, magistrates of the same court, Tomas Janssen Mingael, who declares that he has transferred, as he hereby does transfer and grant, in true and permanent possession for the benefit of Jan Roeloffsen, his heirs, or whomsoever may receive title or rights from him, the full half of a house and lot located in the village of Beverwijck in New Netherland, with all permanent fixtures, adjoining to the south the street, to the north side the lot of Marcelis Janssen, to the east a cross street and to the west the hill, according to the patent granted by the highly-esteemed director general and council of New Netherland dated the 24th of March 1654 to the aforesaid Jan Roeloffsen, having a half share in the aforesaid house, for the sum of one hundred and ten whole merchantable beavers, which number of beavers in specie the aforementioned Jan Roeloffsen promises to pay without delay on the twenty-fourth of September in the year of our Lord one thousand six hundred and fifty-seven pledging for the payment of the same his person and estate, personal and real, without any exception. The said Tomas Janssen Mingael promising to free the same part of the aforesaid house and lot from all seizures, demands or claims that he or [2] any other person may have upon said house and lot, renouncing all rights, laws or customs conflicting with his real interests, and henceforth putting the aforesaid Jan Roeloffsen in full possession of said house and lot under a pledge of his person and estate, personal and real, present and future. Done in the village of Beverwijck; present: Claes Henderickse and Cornelis Teunissen called as witnesses thereto. Done in the village of Beverwijck this 16th of October 1656.

Thomes Jansen Mingael

As witnesses: Claes Hendrycksen  
Cornelus Thonisen Bos  
Rutger Jacobsz  
Andries Herberts

Acknowledged before me,  
La Montagne

\* A commissary was appointed by the council on Manhattan to oversee the WIC trading operations at their posts, such as Fort Orange, and to serve as commander of the garrison. La Montagne had the added distinction of being the vice director and president of the court.

[PLEDGE OF SECURITY OF PIETER HARTGERS AND  
JAN TOMASSEN FOR JAN ROELOFFSEN]

[2b] There appeared before me, Johannes de La Montagne, commissary at Fort Orange and the village of Beverwijck in the service of the Chartered West India Company, the honorable Pieter Hartgers and Jan Tomassen who empowered themselves, as by these presents, they do empower themselves, as sureties and principals for the payment of the amount of one hundred and ten whole beavers mentioned in the above conveyance; to pay the same without delay, for the person of Jan Roeloffse to Tomas Janssen Mingal on the twenty-fourth day of September, one thousand six hundred and fifty-seven, under a pledge of their persons and estate, personal and real, renouncing all reservations which might conflict with their intent. Done in the village of Beverwijck, the 16th of October 1656. Present Henderick Jochimsen and Jan Cloet.  
As witnesses


Hendrick Jochemsz  
Johans Clute

Jan Thomasz  
La Montagne, commissary at Fort Orange.

[ACKNOWLEDGEMENT OF DEBT OF RUTGER JACOBSEN  
TO JOHANNES WITHART]

[3] There appeared before me, Johannes La Montagne in the service of the Chartered West India Company, vice director and commissary of Fort Orange and the dependancies thereof, the honorable Rutger Jacobsen, inhabitant of the village of Beverwijck in N. Netherland, who in the presence of the honorable Anderis Herbersen and Gosen Gerritsen, magistrates of the same court, has acknowledged, as he hereby does acknowledge, that he is truly indebted to the honorable Johannes Withart, merchant, residing in the city of Amsterdam in N: Netherland, the sum of fifteen hundred and twenty-eight Carolus guilders, growing out of the delivery of certain goods and merchandise by the aforementioned Johannes Withart, delivered to him to his satisfaction, which sum he promises to pay without any quibbling, in good whole winter beavers the last day of June of the coming year 1657 under a pledge of his person and estate, personal and real, present and future, especially both his houses, the one in the aforementioned village of Beverwijck and the other located in the aforementioned city of Amsterdam, submitting himself and his estate to all courts and judges, for the payment of the aforesaid sum; without resorting to recourse or evasion in any laws or customs which

may conflict with this. In token of the truth he has signed these at present with his own hand, in Fort Orange, this 17th of October 1656.


Rutger Jacobsen  
 Andries Herberts  
 the mark of  Gosen Geertsz:

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[4] *[blank]*

[ACKNOWLEDGEMENT OF DEBT BY FEMMETIE DE BAXTER  
 TO GOSEN GERRITSEN]

[5] There appeared before me, Johannes de La Montagne, in the service of the Chartered West India Comp., vice-director and commissary of Fort Orange and the dependencies thereof, Femmetie de Baxter, who in the presence of the honorable Anderis Herbertsen and Rut Jacobsen, magistrates of the same court, has acknowledged, as she hereby does acknowledge, that she is truly indebted to the honorable Gosen Gerritsen, inhabitant of the village of Beverwijk in N: Netherland, for the sum of ninety-six Carolus guilders, which she promises to pay in the month of April of the coming year one thousand six hundred and fifty-seven, under a pledge of all her estate personal and real, present and future, especially her house situated in the aforementioned village; submitting herself to all laws and justices for the full payment of the same sum; renouncing all laws, statutes and customs which have been made in the favor of the woman. In acknowledgement of the truth she has signed with her own hand. Done at Fort Orange, the 17th of October 1656.

This is the  mark of Femmetie de Baxter  
 Rutger Jacobsz  
 Andries Herberts


Acknowledged before me  
 La Montagne, commissary  
 at Fort Orange

[6] [blank]

[POWER OF ATTORNEY FROM DIRCK BENSINCK  
TO ROELOFF GERRITSEN]

[7] On this 21st of October 1656 appeared before me, Johannes de la Montagne in the service of the Chartered West India Company, commissary at Fort Orange and the dependencies thereof, in the presence of the afternamed witnesses mentioned hereafter, Dirrick Bensick, inhabitant and citizen of the village of Beverwijck in N: Netherland, who has declared that he, appearer, in order to procure the payment of certain moneys belonging to him by last will and testament, followed by the death of one Jurriaen Baxban, who was provost marshal at the Casteel de Mina in Guinea, and of one Nicolaes Telie, soldier, deceased in the year 1648 on the ship *Hoff van Selandt*, has given power of attorney to Roeloff Gerritsen, crane master at Groningen, by virtue of the same to demand and receive payment of the same moneys from the lords directors of the Chartered West India Company at the chamber of Groningen. For which receipt he, the appearer, has given another power of attorney to Trijntie van Rechteren, his mother-in-law, to demand the account of the said Roeloff Gerritsen an account of the remainder of the same, and whereas the aforesaid Trijntie van Rechteren died without having given information of what she could have done in the matter, the aforesaid appearer gave another power of attorney to Frans Pietersen Clou Timmerman to demand of the aforesaid Roeloff Gerritsen a restitution of the moneys, and an accounting for the remainder in case he had received such moneys. In the case that he has not received such moneys, to demand and receive said moneys from the directors of the Chartered West India Company at the chamber of Groningen. But whereas the aforesaid Frans Pietersen Clou has departed from this country being ill, and we are unaware of the nature of his disease, for greater security of his business and in the event of his death the aforementioned [8] appearer Dirck Bensick constitutes, and gives power of attorney to the honorable Johannes Withardt, merchant, at present dwelling in Amsterdam in New Netherland, in his name and for his benefit to demand of the above named Roeloff Gerritse, or from his heirs, and those holding title from him, the restitution of the above-mentioned moneys, or an accounting for the remainder of the same, in case he has received them, or in case he has not received them, to demand the same of the directors of the Chartered West India Company. Also to demand of Christoffel Cornelise Bul,

citizen of Amsterdam, husband of Tryntie van Rechteren, his mother-in-law, the will and certain other letters belonging thereto, which will and other papers relating to the same, he, the principal, delivered into the hands of his said mother-in-law, Tryntie van Rechteren; likewise to present his claim to said Christoffel Cornelise Bull and his wife as coheirs, or in case of refusal, to take proceedings for the division and partition of the estate and goods left by Samson Berck, late husband of Tryntie van Rechteren, father and mother of Catrina Berck, wife of this principal; to receive the respective portions and parts; to give of the same quittance; or in case of refusal of payment to proceed according to law. Likewise to claim, demand, and receive of William and Hendrick Berck, his wife's brothers, the sum of one hundred and fourteen Carolus guilders, according to their obligation, whereof an authentic copy is attached hereto; moreover to receive certain fifty guilders due [9] on the death of one Altien Berck, his wife's aunt, who died at Rinsborch; and generally to receive whatever he, the principal, has outstanding in patria; to give quittance for his receipts, and to grant full discharge; in case of refusal, to constrain the unwilling [party or parties] to payment according to law; to keep all terms of courts, substantial as well as accidental; to observe for all suits against all persons with power of substitution in common form; to conclude suits in courts; submitting to composition and agreement; sentence and determination; either to follow up, if beneficial to yield, or put to execution: or in case of loss of suit to appeal; further to do in the aforesaid matters all that his judgment shall find good, as he, the principal, if present, might or could do; if so be that any precept more special than the above written demands; promising to hold as good and true all that shall be done and transacted by the attorney or his substitute; under a pledge of his person and estate, present and future, without exception, submitting the same to all courts and judges, provided that the attorney shall be held to act properly with the receipts, and to exhibit proper accountings of the remainder, under a like pledge as above mentioned. Done in said Fort Orange in New Netherland, in the presence of Johannes Provoost, Lambert van Valkenburgh, and Jan Clute, as witnesses thereto called.

The mark  of Derick Bensick

The mark  of L. van Valkenburgh

Johannes Clute


Johannes Provoost

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[10] *[blank]*[CONVEYANCE OF HOUSE AND LOT FROM CLAES HENDERICKSEN TO  
HARMEN JACOBSEN AND DIRCK BENSINCK]

[11] On the 25th of October 1656 there appeared before me, Johannes La Montagne, in the service of the Chartered West India Company, vice director and commissary at Fort Orange and the dependancies thereof, Claes Hendericksen, who declares to have granted, as he hereby grants and conveys in real and actual possession for the benefit of Harmen Jacobsen and Dirck Bensinck, citizens and inhabitants of this village of Beverwijck, for their heirs and successors, a certain house and lot situated in the village of Beverwijck, as it lies within his fence and as it is at present occupied by Jan Tomassen. With the exception of thirty wood feet at the north side, both in the rear and in the front, with his outbuilding which is on the same lot of thirty feet. [Done] for the sum of two hundred and fifty-one whole deliverable beavers, which said number the buyers will pay without delay in the month of July, Anno 1657, to wit, half of the same number and the other half in the month of July Anno 1658 of the following year. Under a pledge of their persons and estate, personal and real, present and future, subject to all courts and judges, promising the seller to free said house and lot from all later demands, complaints or other claims which would be upon the same house and lot. Under the above mentioned pledge renouncing all exceptions, laws and regulations which might harm the same. The seller is obligated to deliver the aforesaid house and lot on the first of May 1657. Done in the village of Beverwijck in presence of [12a] Henderick Jochimsen, and Frans Barentsen, called as witnesses for that purpose.

Claes Hendrijksen  
Harmen Jacobsz

This is the mark  of Dirck Bensinck  
Hendrick Jochemsz as witness  
Frans Barentsen Pastoor as witness.

Acknowledged before me  
La Montagne, commissary  
at Fort Orange



[PLEDGE OF SECURITY OF REM JANSSEN AND HENDERICK  
ANDERIESSSEN VAN DOESBORCH FOR HARMEN  
JACOBSEN AND DIRCK BENSINCK]

[12b] And in the same matter, before me, aforesaid commissary, appeared Rem Janssen and Henderick Anderiessen van Doesborch, inhabitants of the village of Beverwijck, who empowered themselves as sureties and principals for the above mentioned number of two hundred and fifty-one whole deliverable beavers for the full payment of this same number. Under a pledge of their person and estate, personal and real, present and future, subject to all laws and judges. Present: Henderick Jochimsen and Frans Barentsen

Rem Yansen  
Hendrijck Aendryessen

as witness is Hendrick Jochemsen  
Frans Barentsen Pastoor as witness

Acknowledged before me  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF A LOT FROM REM JANSSEN  
TO HENDERICK GEERTSZ]

[13] There appeared before me, Johannes La Montagne in the service of the Chartered West India Company, commissary at Fort Orange and dependencies thereof, Rem Janssen, inhabitant of the village of Beverwijck in New Netherland, who in the presence of the honorable Ruth Jacobsen and Anderis Herbetsen, magistrates of the same court, has declared that he has granted and conveyed, as he hereby grants and conveys for the benefit of Henderick Geertsz., his heirs or assigns a certain lot for a house, situated in the village of Beverwijck. Adjoining to the south Adriaen Janssen de Vries, to the north Hage Bruynsen, to the west and the east of the wagon road, five rods wide, seven and a half rods long in its square, according to a patent given to the appearer by the honorable lord director general and council of N. Netherland, the 25th of October 1653, which lot the aforesaid appearer has given to the aforementioned Henderick Geertsz, promising the aforesaid appearer to free the same lot of all later demands and claims anyone might have upon

the same, renouncing hereby all laws, statutes and regulations that might conflict with this. Under the pledge of his person and estate, immovable and movable, present and future, subjecting the same to all laws and judges to maintain this present conveyance. Done in Fort Orange the 16th of October 1656. Present: Johannes Provost and Daniel Verveelen, witnesses.

Rem Yanssen  
Daniel Verveelen  
Johannes Provoost witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange

[14] [*blank*]

[CONVEYANCE OF A HOUSE AND LOT FROM ADRIAEN JANSSEN  
VAN ILPENDAM TO ADRIAEN GERRITSEN]

[15] Today, the 28th of October 1656 there appeared before me, Johannes La Montagne, in the service of the Chartered West India Company commissary at Fort Orange and the village of Beverwijck, the honorable Adriaen Janssen van Elpendam,\* citizen and inhabitant of the aforementioned village, who in the presence of the honorable Ruth Jacobsen and Anderis Herbetsen, magistrates of the same court, declares that he has granted and conveyed, as he hereby grants and conveys in real and actual possession for the benefit of Adriaen Gerritsen, fellow citizen and inhabitant of this village, his heirs or assigns, a certain house and lot in the aforesaid village of Beverwijck, adjoining at the south side the public road, to the north Pieter Loockermans, to the west Gerrit Janssen, to the east Ruth Arentsen according to the patent to the aforementioned Adriaen van Elpendam, granted by the director general and council of New Netherland on the 25th of October 1653 (excepting from the same lot a space of about three feet in front at the street, being a corner at the east side of the same house, which corner the aforesaid Adriaen van Elpendam heretofore has transported to Rem Janssen Smit) for the sum

\* Van Ilpendam (also spelled Elpendam and Ulpendam) was a schoolmaster in Beverwijck. He was admitted as a notary in 1669, a profession he pursued until his suicide in 1686.

of eighteen hundred Carolus guilders, which the appearer acknowledges to have received and for which he has been completely satisfied. Along with it a certain garden, by lottery number 5 mentioned in the aforesaid patent, and according to the same for which garden the aforementioned Adriaen van Elpendam acknowledges to have received payment, discharging the aforementioned Adriaen Gerritsen of the same sum. Which house, lot and garden the appearer promises to keep free from all demands [16] and complaints renouncing all laws, statutes and customs conflicting with this, under a pledge of his person and estate, immovable and movable, present and future, submitting the same to all laws and judges for the settlement of his promises.  
Done in Fort Orange as above.

Adriaen van Ilpendam  
Rutger Jacobsz  
Andries Herberts

La Montagne, commissary  
at Fort Orange.

[POWER OF ATTORNEY FROM SACHARIAS SICKELS  
TO ADRIAEN SIJMONSEN]

There appeared before me, Johannes La Montagne, in the service of the Chartered West India Company, commissary and vice director at Fort Orange and the village of Beverwijck, Sacharias Sickels van Weenen [Vienna], dwelling at Fort Orange, who, in the presence of the witnesses named below, has appointed and empowered, as he hereby appoints and empowers, Adriaen Sijmonsens in the appointer's name and for his benefit, to demand of the hon. lords directors of the General Chartered West India Company at the chamber of Amsterdam who owe him the payment of such moneys for services rendered at the island of Curaçao as appears by settlement given to him, signed at the aforesaid island by Rodenbor[gh] and Verelle in 1655.\* And upon its receipt to give a proper quittance, with power, in case necessity requires it, to substitute one or more persons in his place [17] to demand payment. Promising to accept all that the aforementioned attorney shall do in this matter (provided that the aforesaid attorney or his substitute shall be obligated to render an

\* Lucas Rodenburgh was vice director of Curaçao until replaced by Matthias Beck in 1655; Arnould Verellen was his secretary.

accounting of the money received to the principal or his substitute). Upon pledge of his person and estate, immovable and movable, present and future, submitting the same to all court all laws and judges. Done in Fort Orange, the 4th of November 1656 in the presence of Johannes Provoost and Jan Lambertsen.

Sackaeryst Seckels  
 this is the mark ✨ of Jan Lambertsen  
 Johannes Provoost witness

La Montagne, commissary  
 at Fort Orange

[18] [*blank*]

[CONVEYANCE OF HOUSE AND LOT FROM HENDRICK  
 GERAERDSZ TO PIETER JANSZ LOKERMAN]

[19] There appeared before me, Johannes de la Montagne, in the service of the Chartered West India Company, vice director and commissary of Fort Orange, village of Beverwijck and its dependancies, Hendrick Geraerdsz., inhabitant of the village of Beverwijck, who, in the presence of the hon. Philip Pieterss: and Jacob Schermerhoorn, magistrates of the same court, has declared that he has granted and conveyed, as he hereby grants and conveys in real and actual possession, for the benefit of Pieter Janss: Lokerman, his heirs or assigns, a certain house lot situated in the said village of Beverwijck, at the south side adjoining Adriaen Janss: de Vries, north Hage Bruynsen; east and west of the wagon road. Which lot is five rods wide, and seven and a half rods long in its square, according to the patents granted to Rem Janss: by the hon. general and council of New Netherland, the 25th of October 1653. Of which lot, according to the same patent, the appearer has on the 16th of this month received a deed from the aforementioned Rem Janss:, promising the aforementioned appearer to free the same lot from all demands and complaints or claims that might be on the same, under the pledge of his person and estate, personal and real, present and future, submitting the same to all laws and judges. Acknowledging to have received payment for the named lot, acquitting the foresaid Pieter Janss: Lookermans of the payment of the same. Done in Fort Orange, the 16th of November 1656.

Hijndrick Geirts  
Jacob Schermerhooren

Acknowledged before me,  
La Montagne, commissary at Fort Orange.

[20] *[blank]*

[CONVEYANCE OF HOUSE FROM FRANS BARENTSZ  
PASTOOR TO MICHIEL JANSZ]

[21] There appeared before me, Jan de la Montagne, in the service of the Gr. Chartered West India Comp. vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the honorable Rutger Jacobs and Philipe Pieterss:, magistrates of the court of the same place, the hon. Frans Barentss: Pastoor, citizen and inhabitant of the aforesaid village Beverwijck, who has declared that he has granted and conveyed, as he hereby grants and conveys, in real and actual possession for the benefit of Michiel Janss:, inhabitant of the city of New Amsterdam in N. Netherland, a house situated in Fort Orange, the place which, according to the patent of date July 3, 1649, was granted by the hon. Director General and Council of New Netherland to Jacob Janss: Hap, which house the appearer occupies at present, by virtue of a conveyance to him by the aforesaid Jacob Janss: Hap, according to the tenor of the aforesaid patent. For which house the aforesaid Michiel Jansse will pay the sum of seven hundred guilders in good strung sewant, to wit, half on the first of May 1657 and the other half on the first of May of the following year 1658, under a pledge of his person and estate without exception. Which house the aforesaid appearer promises to free from all demands, complaints and claims which may be made upon the same, under a pledge of his person and estate, personal and real, present and future, submitting the same to all laws and judges. Done in Fort Orange, the 20th of November 1656.

Frans Barents Pastoor.

[22] *[blank]*

## [WARRANT TO SUMMON MARCELIS JANSSEN]

[23] There appeared before me, Johannes La Montagne, in the service of the Chartered West India Comp. vice director and commissary at Fort Orange and the dependencies thereof, Adriaen Janssen van Leyden, who has declared that he has appointed as he hereby appoints and empowers Sr. Arent van Curler, in the principal's name and on his behalf, to have summoned Marcelis Janssen, formerly farmer of the tapster's excise of beer and wine, and to proceed against the same to a final sentence, for payment of loss and interest of an anker of brandy which was taken in a violent manner into the public street by the aforesaid Marcelus Janssen. From the same sentence if necessary, to appeal or acquit of the same and to represent him in this case before the court of Fort Orange and the village of Beverwijck. Promising to be satisfied with all that will be done by the aforesaid Curler in this matter, under a pledge of his person and estate, personal and real. Done in Fort Orange, December 1, 1656.

Adriaen Jansz van Leyden

Acknowledged before me  
La Montagne, commissary  
at Fort Orange.


[24] *[blank]*

[POWER OF ATTORNEY FROM JAN BEMBO  
VAN LINGEN TO PHILIP PIETERSEN]

[25] There appeared before me, Johannes: La Montagne in the service of the General Chartered West India Comp., vice director and commissary at Fort Orange and the village of Beverwijck, Jan Bembo van Lingen, dwelling in the colony of Rensselaerswijck, who in the presence of the witnesses named below has appointed and empowered, as he hereby appoints and empowers the Honorable Philip Pietersen in the principal's name and on his behalf, to demand of the hon. lords directors of the General Chartered West India Comp. at the chamber of Amsterdam, or of the hon. lord director here, the payment of such moneys as are due to him for services performed by him for the aforesaid Comp. in N: Netherland according to the account given to him, the principal, signed by Petrus Stuyvesant under the credit, by Carel van Bruggen under the

debit. And to give quittance for the receipts, with power to substitute one or two in his place to further the payment of the aforesaid account. Promising to be satisfied with all that the attorney will do in this matter, under a pledge of his person and estate, present and future, submitting the same to all laws and judges. Done in Fort Orange in the presence of Johannes Provoost and Arent vanden Berch on the 5th of January, 1657.

Jan Bembo

This is the mark  of Arent  
vanden Berch as witness  
Johannes Provoost witness

Acknowledged before me  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS REGARDING THE AUCTION OF  
FRANS BARENSEN PASTOOR'S PROPERTY]

[26] Conditions and terms under which Frans Barensen Pastoor intends to sell to the highest bidder at this auction, his house, lot, brewery and garden, as they are at present occupied and possessed by him according to the patent thereof, being:

First, the house brewery will be delivered to the buyer as it stands, to wit, with permanent fixtures, except furniture and household goods, together with the lot and garden as it stands within its fence, according to the patent, with a horse stall and a pigsty.

With the brewery will be delivered a mash tub, a cooler, a brew kettle, a fermentation tub, a wort tub, a filling tub, and twenty watertight half barrels and beer tubs, an iron vise, a small kettle, a wooden funnel, a drying cloth, a beer sling, and two gutters, a long and a short gutter, and a scoop.

Delivery will take place on the first of May 1657, until which time the seller will make use of it. Payment shall be made in three installments or payments, to wit, upon receipt a true third part, the second [installment] on the first of the next coming August and the third on May first, 1658.

Payment will be made in good whole merchantable beavers or by bill of exchange in Holland, for which the buyer shall enjoy a profit of ten percent.

[27] The buyer will be obligated to furnish two sufficient securities each as principals to the satisfaction of the seller. The auction fees will be charged to the buyer. With the first installment a proper conveyance will be given to the buyer, and with the last installment, the patent will be delivered. If the buyer cannot produce sufficient sureties within the time of twenty-four hours, it shall be auctioned again at his cost and charge; and whatever it falls short, the buyer shall be obligated to make good, and if it brings greater value, he shall derive no benefit therefrom. On this 11th of December 1656, after auction of the house, brewery and appurtenances thereof according to the specifications mentioned in the above conditions, Henderick Anderiessen remained the highest bidder for the sum of three thousand six hundred and thirty guilders, according to the conditions mentioned above. Dated as above in the village of Beverwijck; present: Jacob Schermerhoorn and Lowies Cobus; was signed: Henderick Driessen van Doesborch,  
Jacob Schermerhoorn,  
Lowies Cobus.

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF REM JANSSEN SMIT AND  
DIRCK BENSINCK FOR HENDERICK ANDERIESSSEN]

In the same matter there appeared before me, Johannes La Montagne, commissary at Fort Orange and the village of Beverwijck, Rem Janssen Smit and Dirck Bensinck, inhabitants of the aforesaid village, who declare that they have empowered themselves, as by these presents they empower themselves, as sureties, each as principal, for the person of Henderick Anderiessen, for the sum of three thousand six hundred and



thirty guilders, [28] upon the terms of payment, and in the currency specified in the above conditions, under a pledge of their persons and estate, personal and real, present and future, submitting the same to all laws and judges, renouncing all exceptions which may be contrary to said pledge. Done in the village of Beverwijck, the 11th of December 1656; present: Rutger Jacobsen and Jacob Schermerhoorn, magistrates of the court of this place. Was signed: Rem Janssen Smith

This is the mark  of Dirck Bensinck  
Ruthger Jacobsen                      Jacob Janssen Schermerhoorn

Acknowledged before me  
La Montagne, commissary  
at Fort Orange

[SURRENDER OF CLAIM TO HOUSE, BREWERY, LOT AND GARDEN FROM  
HENDERICK ANDERIESSEN TO PHILIP HENDRICKSZ]

There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, Henderick Anderiessen who declares that he has surrendered, as he hereby does surrender, to Philip Hendricksz his claim upon the house, brewery, lot and garden and appurtenances thereof, which he, the assigner, as the highest bidder publicly bought from Frans Barentse Pastoor on the 11th of this month according to the condition and contract of sale made thereof on the same date, with all the rights and claims which the assignor may have upon the aforesaid house, brewery, etc., for the sum of four thousand Carolus guilders in good whole merchantable beavers at eight guilders apiece, which sum [29] the aforesaid Philip Hendericksz will pay in three installments, to wit, the first on the first of August of the coming year 1657, the second on the first of August of the year after that, 1658, and the last one on the first of August 1659 with interest on the last two payments at ten percent, from the first day of May of the coming year 1657 until final payment, under a pledge of his person and estate, personal and real, present and future, submitting the same to all laws and judges. Done in the village of Beverwijck on the 17th of December 1656 in the presence of Claes Hendericksen and Henderick Reur, called as witnesses therefor. Was signed: Henderick Anderiessen, Philip Henderickse, Henderick Janssen Reur, Claes Hendericksen

Acknowledged before me  
Lamontagne, commissary  
at Fort Orange.

[CONDITIONS FOR AUCTION OF JAN VERBEECK'S  
HOUSE AT THE RIVER]

Conditions and terms under which Jan Verbeeck intends to sell to the highest bidder at this auction his house standing and situated at the riverside, where he presently lives.

First, the house will be delivered to the buyer, it being two planks in length,\* with a cook house of sixteen feet square attached to the aforesaid house, with a chimney and a bake oven in it; with the entire lot, in which are included two gardens, one behind and one in front of the aforesaid house, all according to the patent thereof, together with a well and a pigsty.

[30] To the buyer will be delivered the fenced-in lot with all the permanent fixtures, both in the house and on the lot, except furniture and household goods and the tailor's table. Delivery will be made on the first of May 1657, until which time the seller will keep it in his possession. Payment shall be made in three installments or payments, to wit, upon receipt [of the property] a just third part, and on the first of August the second part and the third part or last payment on the first day of May 1658. Half of each payment will be made in good whole merchantable beavers and the other half in good strung sewant, at ten guilders per beaver to be reckoned at the payment of the beavers.

The buyer will be obligated to furnish two sufficient sureties as principals, jointly and severally, to the satisfaction of the seller. Auction fees will be charged to the buyer. Upon the first payment the buyer will be given a proper conveyance and upon the last payment the patent will be delivered. If the buyer can furnish no sufficient sureties within twenty-four hours, then it will auctioned again at his charge and cost and whatever it falls short the buyer shall be held to replace and if it brings more, he shall derive no profit thereof.

\* A plank measured sixteen feet in length.

After much bidding, the last remaining bidder for the sum of eighteen hundred and twelve guilders, was Claes Hendericksz, who, in the presence of Ruthger Jacobsen and Anderies Herbetsen, has accepted the same conditions, [31] upon pledge of his person and estate, personal and real. Done in the village of Beverwijck the 10th of January 1657, was signed: Claes Henderickse, Anderies Herbetsen and Ruthger Jacobsen.

Acknowledged before me,  
Lamontagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF JOHANNES BAPTISTA VAN RENSSELAER  
AND PHILIP PIETERSEN FOR CLAES HENDERICKSEN]

On the same date there appeared the honorable Johannes Baptista van Rencelaer and the Honorable Philip Pietersen, who offered themselves as sureties and principals for the person of Claes Hendericksen, under a pledge of their person and estate, personal and real. Done in the village of Beverwijck, dated as above, and was signed: Jan Baptist van Rensselael and Philip Pietersen.

Acknowledged before me  
La Montagne, commissary at Fort Orange

[CONDITION FOR AUCTION OF JAN VERBEECK'S  
HOUSE AT THE HILL]

Conditions and terms upon which Jan Verbeeck proposes to sell at public auction a house located at the hill, to the south the house of Lourens Lourensen, and to the north the public road with the entire lot according to the patent thereof, being:

First, the house with the entire lot with all permanent fixtures will be delivered to the buyer.

Delivery will occur on the first of May 1657.

Payment will occur in two installments or payments, to wit, upon receipt a true half, and the last payment on the first of next August. Payment shall be made in good whole merchantable beavers.

[32] The buyer is obligated to furnish two sufficient sureties as principals, jointly and severally, within the time of twenty-four hours and if the buyer can furnish no sufficient sureties within twenty-four hours, then it will auctioned again at his charge and cost and whatever it falls short, the buyer shall be held to replace that amount and if it brings more, he shall derive no profit thereof. Upon the first payment the buyer will be given a proper conveyance and upon the last payment, the patent.

The auction fees will be charged to the buyer.

After much bidding, the final remaining bidder for the sum of twelve hundred and ten guilders was Henderick Anderiessen, who, in the presence of Ruthger Jacobsen and Anderies Herbersen, accepted said conditions, under a pledge of his person and estate, personal and real. Done in the village of Beverwijck on the 10th of January 1657. Was signed: Henderick Anderiessen, Rutger Jacobsen and Anderies Herbertsen.

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange

[PLEDGE OF SECURITY OF JURRIAEN TEUNISSEN AND  
PIETER BRONCK FOR HENDRICK ANDRIESEN]

On the same date there appeared Jurriaen Teunissen and Pieter Bronck, who, as sureties and principals, offered themselves for the person of Hendrick Andriessse, under pledge of their persons and estates, personal and real. Done as above ; signed :

Jurriaan Teunissen and Pieter Bronck.

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[ACKNOWLEDGEMENT OF DEBT OF RUTGER JACOBSEN  
TO THE ESTATE OF CORNELIS MAERSEN]

[33] Upon this 13 January 1657 there appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, the hon. Rutger Jacobsen, citizen and inhabitant of the aforesaid village, who acknowledges that he is indebted to Teunis Dircksz, and Cornelis Teunissen, as guardians of the estate of Cornelis Maersen, for the sum of six hundred and sixty guilders, remaining from the sum of 1500 guilders, which the aforesaid Rutger Jacobsen owed to the aforesaid guardians, resulting from the sale of a certain piece of land, located on the island of Manhatans, belonging to the aforementioned Cornelis Maersen during his lifetime, which sum of six hundred and sixty guilders he promises to pay, in good strung sewant, within a year from this date; with interest on the same in beavers calculated at nine guilders apiece, upon pledge of his person and estate, personal and real, present and future, especially the above-mentioned piece of land, submitting himself to all laws and judges. Done in Fort Orange as above, in the presence of Johannes Provoost and Jan Roeloffsen.

Rutger Jacobsz  
Johannes Provoost witness  
Jan Roeloffsen as witness


Acknowledged before me  
La Montagne, commissary  
at Fort Orange.


[34] *[blank]*

[CONVEYANCE OF THE TAPPER'S EXCISE FROM WILLEM  
FREDERICKSZ BOUT TO JAN ANDERIESSSEN]

[35] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Compe., Vice Dir. and commissary at Fort Orange, village of Beverwijck, Willem Fredericksz Bout, farmer of the wine and beer excise, consumed by the tappers in Fort Orange, village of Beverwijck and dependencies thereof, who declares that he has transferred, as he hereby does transfer, to Jan Anderiessen, living in

Katskil, the rights to the aforementioned excise belonging to him, the assignor, in Katskil, for the sum of one hundred fifty guilders, which sum the aforesaid Jan Anderiessen promises to pay in two installments, to wit, on the first of May half of the aforesaid sum, and the other half on the last of October of the year 1657, under a pledge of his person and estate, personal and real, present and future, submitting the same to all courts and judges. Done in Fort Orange on the 19th of January 1657; present: Johannes Provoost and Daniel Verveelen.

This is the mark  of Willem Fredericksz  
Bout

This is the mark  of Jan Anderiessen  
Johannes Provoost witness  
Daniel Verveelen

Acknowledged before me  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS REGARDING THE AUCTION OF A HOUSE BELONGING TO  
DIRCK BENSICK AND HARMEN JACOBSEN BAMBUS]

[36] Conditions and terms upon which Dirck Bensick and Harmen Jacobsen Bambus propose to sell the house where Jan Tomassen presently dwells to the highest bidder in this auction, together with the lot.

First, the the house will be delivered to the buyer, as it stands with permanent fixtures, with the lot, in breadth on the west side fifty-seven feet and on the east side forty-seven and a half feet, with the fence as far as the breadth extends as well as the fence lengthwise on the south side, all according to the patent thereof.

The delivery will be made on the first of May 1657. The payment will be made in two installments in good whole merchantable beavers. The first payment will be made in the month of July of the year 1657 and the second payment in the next (following) year 1658 also in the month of July.

With the first payment a conveyance will be given to the buyer, and with the last payment the patent will be delivered. The buyer shall be obligated to furnish two sufficient sureties, each as principals, to the satisfaction of the seller, before he leaves the house. If the buyer cannot immediately furnish sufficient sureties, then, at his cost and charges, it shall be reauctioned and whatever it falls short, he shall be obligated to pay, and that within three months from now. The auction fees are charged to the buyer.

[37] After much bidding, Jan Verbeeck remained the winning bidder, for the sum of two thousand and nineteen guilders, according to the above conditions.

Done in Beverwijck the 22nd of January 1657.

Jan Veerbeek

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF CLAES HENDERICKSZ AND  
MARCELUS JANSSEN FOR JAN VERBEECK]

On the same date appeared Claes Hendericksz and Marcelus Janssen, who [stood] as sureties and principals, for the sum of two thousand nineteen guilders, for the person of Jan Verbeeck, upon pledge of their persons and estates, personal and real.

Done as above; present as witnesses: Johannes Provoost and Lowies Cobus.

Claes Hendrycksen  
Maercelije Jansen  
Johannes Provoost, witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS REGARDING THE AUCTION OF  
JACOB SCHERMERHOORN'S HOUSE]\*

[38] Conditions and terms according to which Jacob Schermerhoorn proposes to sell to the highest bidder his house standing in Fort Orange where the commissary Johannes La Montagne presently resides, with a garden behind the fort.

First, the house, with permanent fixtures, will be delivered to the buyer, according to the patent thereof. The payment will be made in good whole merchantable beavers. The delivery will occur on the first of July 1657. The payment will be made in two installments, to wit, the first on the first of July 1657, and the second in the coming year on the first of July 1658. Upon delivery a conveyance will be delivered to the buyer, and upon final payment, the patent. The auction fees will be charged to the buyer.

The buyer is obligated to furnish two sufficient sureties to the satisfaction of the seller before he leaves the house. If the buyer cannot immediately furnish sufficient sureties, it will be reauctioned at his costs and charges and that which it falls short, he shall be obligated to pay.

[39] *[blank]*

[CONDITIONS FOR THE SALE OF CASPAR JACOBS'  
HOUSE, LOT AND GARDEN]

[40] Conditions and terms according to which Caspar Jacobs proposes to sell his house, lot and garden standing in the village of Beverwijk.

First, the house, with permanent fixtures, will be delivered to the buyer, with the lot and garden, altogether sixteen rods long and four rods four feet wide, except for the cherry trees, all according to the patent thereof. Delivery will occur on the 8th of May 1657. Payment will be made in

\* Canceled in the original, indicating that it was never executed.



two installments, the first upon delivery, namely, on the 8th of May 1657; the second payment, in the following year 1658 on the 8th of May. Payment will be made in whole merchantable beavers. Auction fees will be charged to the buyer. The buyer is obligated to furnish two sufficient sureties to the satisfaction of the seller. If the buyer cannot immediately furnish sufficient sureties, then it will be auctioned again at his cost and charges, and whatever it falls short will be at the expense of the buyer.

After much bidding Harmen Jacobsen remained the final bidder for the sum of eight hundred and ten guilders, according to the above conditions.

Done in Beverwijck on the 22nd of January 1657.

Harmen Jacobs

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF ADRIAEN JANSSEN VAN ILPENDAM AND  
ABRAHAM PIETERSEN VOSBORCH FOR HARMEN JACOBSEN]

[41] On the same date appeared Adriaen Janssen van Ulpendam and Abraham Pietersen Vosborch who were offered as sureties and principals for the sum of eight hundred and ten guilders, for the person of Harmen Jacobsen, upon the pledging of their persons and estates, personal and real.

Done in the village of Beverwijck on the 22nd of January 1657.

Adriaen van Ulpendam, as surety  
Abraham Pietersen Vosburght

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS REGARDING THE AUCTION OF  
MARCELUS JANSSEN'S HOUSE]

Conditions and terms upon which Marcelus Janssen proposes to sell at public auction to the highest bidder his house where he currently resides.

First, the house will be delivered to the buyer, just as it stands, with a piece of the lot transversed from top to bottom, the lot will be 30 feet wide at the top and bottom, and where the said house stands, with all permanent fixtures, except the hogsty, which the seller shall keep for himself.

[42] Delivery shall occur on the first of the coming May. Payment will be made in two installments, to wit, on the first of July the first payment being the just half and on the first of July 1658 the final payment being one year after the first payment. Payment will be made in good whole merchantable beavers.

The buyer is obligated to furnish two sufficient sureties as principals, jointly and severally, to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the time of 24 hours, then it will be reauctioned at his costs and charges, and whatever it falls short the buyer will be obligated to make up, and if it comes to more, then he will derive no profit therefrom. Auction fees are at the expense of the buyer.

After much bidding Cornelis Wijnkoop remained the final bidder for the sum of nine hundred and eleven guilders, according to the above conditions, upon pledging of his person and estate.

Done in the village of Beverwijck on the 29th of January 1657.

Cornelis Wijnkoop

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF HENDERICK ANDERIESSEN AND  
ROBBERT ENGEL FOR CORNELIS WIJNCOOP]

On the same date there appeared before me, Johannes La Montagne, commissary at Fort Orange, etc., Henderick Anderiessen and Robbert Engel, who [stood] as sureties and principals for the person of Cornelis Wijncoop for the sum of nine hundred and eleven guilders upon pledging of their persons and estates. Done as above.

Robbert Engels  
Hendrick Andriessen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS FOR THE SALE OF JURRIAEN TEUNISSEN  
GLASEMAECKER'S HOUSE AND LOT]

[43] Terms and conditions on which Jurriaen Teunissen Glasemaecker proposes to sell his house and lot, where he presently resides, to the highest bidder.

First, the house, with all permanent fixturess, will be delivered to the buyer, with the lot, length and breadth ten rods, according to the patent thereof, with two pigsties, with another part of a lot [lying] to the south of the house, in breadth about 23 feet.

Delivery will occur in the current year 1657 in the month of May.

Payment will take place in good whole merchantable beavers in two installments, to wit, half on the first of July of the year 1657, and the other half on the first of July 1658. With the first payment, a conveyance will be made to the buyer, and with the final payment, the patent.

The buyer is obligated to furnish two sufficient sureties, each as principals, and to do so within twenty-four hours, to the satisfaction of the seller. And if the buyer cannot furnish sufficient sureties within twenty-four hours, then it will be reauctioned at his expense and cost, and that which it falls short, he will be obligated to replace and if it brings more,

he will derive no profit therefrom. Auction fees are charged to the buyer.

After much bidding, Anderis Herbersen remained the final bidder for the sum of one thousand, [44] five hundred and ten guilders according to the above conditions, which he has accepted upon pledge of his person and estate, personal and real. Done in the village of Beverwijck on the 29th of January 1657.

Andres Herberts

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF PHILIP PIETERSEN AND  
MARCELUS JANSSEN FOR ANDERIS HERBERSEN]

On the same date appeared the honorable Philip Pietersen and Marcelus Janssen, who have empowered themselves as sureties and principals for the person of Anderis Herbersen for the sum of one thousand, five hundred and ten guilders, and that upon pledging of their persons and estates. Done as above.

Philip Pietersen Schuyler  
Marcelijs Janssen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS REGARDING THE AUCTION OF ABRAHAM  
PIETERSEN VOSBURCH'S HOUSE AND LOT]\*

Terms and conditions upon which Abraham Pietersen Vosburch proposes to sell to the highest bidder his house and lot located in the village of Beverwijck where he presently resides.

First the house, with all permanent fixtures, will be delivered to the

\* Canceled in the original.

buyer, with the lot's breadth in front on the street from Tomas Clabbort's lot to the south side of his house, and in the rear four rods wide and 10 rods long, provided that the door and windows on the south side of the seller's house remain shuttered according to the patent thereof.

Delivery thereof will occur on the first of June 1657.

[45] If the buyer cannot furnish sufficient sureties within the above mentioned time, it will be reauctioned at his expense and costs, and that which it falls short, he will be obligated to replace and if it brings more, he will derive no profit therefrom. Auction fees are charged to the buyer.

*[remainder of page left blank]*

[CONDITIONS REGARDING THE SALE OF RUTGER JACOBSEN'S GARDEN]

[46] Terms and conditions upon which Rutger Jacobsen proposes to sell to the highest bidder his garden located in the village of Beverwijck according to the patent thereof.

First the garden with its fence located next to honorable Rencelaer's at the river's edge, to the west on the road 8 rods and 7 feet in length and along the river 8 rods 1 foot; [bounded] at the north by the lot of Goossen Gerritsen 6 rods wide; at the south side three and a half rods wide according to the patent, except for the sage bushes and the fruits therein.

Delivery will be made on the 16th of April 1657.

Payment will be made in two installments, to wit, upon delivery half in good merchantable sewant, the other half on the first of August of this year 1657 in merchantable beavers.

The buyer is obligated to furnish sufficient sureties within twenty-four hours to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be reauctioned at his costs and charge, and that which it falls short, he will be obligated to replace, and if it brings more, he will derive no profit therefrom. Auction fees are charged to the buyer.

[47] On this date the 29th of January 1657 Frans Barentsen Pastoor remained the final bidder for the sum of two hundred eighty-six guilders according to the conditions. Done in the village of Beverwijck the 29th of January 1657.

Frans Barentsen Pastoor

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF JAN VERBEECK AND GERRIT  
SLECHTENHORST FOR FRANS BARENTSEN PASTOOR]

On the same date, appeared Jan Verbeeck and Gerrit Slechtenhorst as sureties and principals for the person of Frans Barentsen Pastoor and for the sum of two hundred eighty-six guilders, upon pledge of their persons and estates. Done as above.

Gerrit Slichtenhorst  
Jan Veerbeek

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS REGARDING THE AUCTION  
OF RUTGER JACOBSEN'S LOT]

Terms and conditions upon which Rutger Jacobsen proposes to sell to the highest bidder a lot situated at the west of his house where he presently resides.

First, to the buyer shall be delivered the lot west of the house where he presently dwells; width on the road 30 feet, behind or to the south 27 feet wide, length 62 feet on both sides.

Delivery will be made on the 16th of April 1657.

Payment will occur on the first of May 1657, namely, half in good merchantable sewant and the other half in good merchantable beavers.

[48] The buyer is obligated to furnish two sufficient sureties and that within the time of twenty-four hours, to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties in the aforesaid time, it will be reauctioned at his costs and charge, and that which it falls short, he will be obligated to replace, and if it brings more, he will derive no profit therefrom. Auction fees are charged to the buyer.

After much bidding Claes Henderick remained the last bidder for the sum of five hundred and six guilders according to the above conditions.

Done in the Village of Beverwijck on 29 January 1657.

Claes Henderycksen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF JOHANNES BAPTIST VAN RENSSELAER AND  
JACOB SCHERMERHOORN FOR CLAES HENDERICKSZ]

On the same date there appeared before me, Johannes La Montagne, commissary at Fort Orange, the honorable Johannes Baptist van Rencelaer and Jacob Schermerhoorn as sureties and principals for the person of Claes Hendericksz for the sum of five hundred and six guilders, upon pledge of their person and estate. Done as above.

Jan Baptist van Rensselaer  
Jacob Jansen Schermerhoorn

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS REGARDING THE AUCTION OF  
GERRIT REYERSEN'S HOUSE AND LOT]\*

[49] Terms and conditions upon which Gerrit Reyersen proposes to sell at public auction his house and lot located next to Jurriaen Glasmaecker and now occupied by Jan Broersen.

First will be delivered to the buyer the house, with permanent fixtures, with the lot, being 4 rods wide and 8 rods long according to the patent thereof.

Delivery will take place the first of June 1657.

Payment will be made in good whole merchantable beavers, in two installments, to wit upon delivery a just half, and in the coming year 1658 on the first of June, the other half or the final payment.

The buyer is obligated to furnish two sufficient sureties, each as principals, and that within the time of twenty-four hours, to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties in the aforesaid time, it will be reauctioned at his costs and charge, and that which it falls short, he will be obligated to replace, and if it brings more, he will derive no profit therefrom. Auction fees are charged to the buyer.

CONVEYANCE OF HOUSE AND LOT FROM RUTGER  
JACOBSEN TO HARMEN VEDDER]

[50] There appeared before me, Johannes La Montagne, in the service of the Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, the honorable Rutger Jacobsen who declared that he has sold to Harmen Vedder his house and lot located in the village of Beverwijck; width in front and behind thirty-six feet, length sixty-four feet with an an easement of five feet width, in length to the stream; which alley is located between Goossen Gerritsen and the seller, with a portion of the place where his brewery stands, which brewery will be torn down in the coming November of the year 1657 and the place of the aforesaid brewhouse shall then be delivered, for the sum of two thousand three hundred twenty-five guilders, which he promises

\* Canceled in the original.



to pay in three installments, namely, the first payment on the 20th of May 1657 being a just third part in good merchantable sewant figured at ten guilders per beaver; the second payment will occur on the first of August of the year 1657 in good whole merchantable beavers, and the third payment on the first of August 1658, also in good whole merchantable beavers, the seller promising to give the buyer a conveyance on the 20th of May with the first payment, upon pledge of his person and estate, personal and real, present and future, submitting the same to all laws and judges.

Done in Fort Orange on the 31st of January 1657 in the presence of Henderick Anderiessen and Johannes Provoost.

Rutger Jacobsz  
Harman Vedder  
Hendrick Andriesen  
Johannes Provoost, witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF HOUSE, BREWHOUSE, LOT AND GARDEN FROM  
FRANS BARENTSEN PASTOOR TO HENDERICK ANDERIESSSEN]

[51] There appeared before me, Johannes La Montagne, in the service of the Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the hon. Rutger Jacobsen and Anderies Herbetsen, magistrates of this court, Frans Barentsen Pastoor inhabitant and resident of the village of Beverwijck who declares to have granted and conveyed, as he hereby does grant and convey, in real and actual possession for the use of Henderick Anderiessen, also an inhabitant of the aforementioned village, a house, brewhouse, lot and garden located in the village of Beverwijck according to the patent given to him by the director general and council of New Netherland dated [left blank] for the sum of three thousand, six hundred and thirty guilders, for which the aforesaid Henderick Anderiessen will pay in three installments in good whole merchantable beavers, to wit, on the first of May of this current year 1657, a just third part, on the first of August of the coming year, the second third part, and the last third part on the first of

May 1658; which house, brewhouse, lot and garden the grantor will free from all claims and demands that could be upon the same, binding the respective parties to the observance of this contract, their person and estate, personal and real, present and future, submitting the same to all laws and judges.

Done in Fort Orange on the 10th of February 1657.

Frans Barentsen Pastoor  
Rutger Jacobsz  
Andries Herberts

Acknowledged before me,  
La Montagne.

[CONVEYANCE OF A HOUSE FROM ANDERIES  
HARPERTSZ TO JAN MARTENSEN]

[52] On this the 10th of February 1657 there appeared before me, Johannes La Montagne, commissary on behalf of the chartered West India Company at Fort Orange, village of Beverwijck and dependencies thereof, the honorable Anderies Harpertsz, inhabitant and resident of the village of Beverwijck, who declares that he has granted to Jan Martensz, also resident of the same village, all the rights that he, the grantor, has to the house and lot of Jurriaen Theunisz, obtained by him the grantor at public auction held on the 20th of January 1657 according to the conditions, read at the time, for the sum of twenty-three hundred guilders, which sum the aforesaid Jan Martensz promises to pay in good sewant or grain market price in three installments, the first on the first of May of the current year 1657; f800 the next [installment] on the first of May of the year 1658 and the third or last [installment] on the first of May 1659, and all upon pledge of their persons and estates, personal and real, submitting the same to all laws and judges.

Done as above in the presence of Maercelis Jansz: and Ruth Jacobsz: called as witnesses thereto.

Andries Herberts  
This is the mark  of Jan Martensz:

Rutger Jacobsz  
Marcelijs Jansen

La Montagne, commissary  
at Fort Orange.

[CONDITIONS REGARDING THE AUCTION  
OF PIETER BRONCK'S HOUSE]\*

[53] Terms and conditions upon which Pieter Bronck proposes to sell his log house† to the highest bidder in this public auction, as well as the lot next to it.

First, to the buyer will be delivered the house, with permanent fixtures, with the lot which altogether is in length a hundred fifty-four and a half feet, in the rear sixteen feet wide, width on the road the same as the house, with an alley on the south side of seven feet width.

Delivery will occur on the first of May 1657.

Payment will be made in three installments, to wit, the first on the first of July 1657, the second payment on the first of July of the coming year 1658, and the third or last payment 1659 also on the first of July. Payment will be made in good whole merchantable beavers.

Payment will be made in good whole merchantable beavers, in two installments, to wit upon delivery a just half, and in the coming year 1658 on the first of June, the other half or the final payment.

The buyer is obligated to furnish two sufficient sureties, each as principals, to the satisfaction of the seller and to do so immediately.

If the buyer cannot furnish sufficient sureties in the aforesaid time, it will be reauctioned at his costs and charge, and that which it falls short, he will be obligated to make good, and if it brings more, he will derive no profit therefrom. Auction fees are charged to the buyer.

\* Canceled in the original.

† *balckenhuis*.

After much bidding, Pieter Bronck, was the final bidder. The 26th of February 1657, in the house of Willem Fredericksz Bout.

[CONDITIONS FOR THE AUCTION OF  
PIETER BRONCK'S HOUSE]\*

[54] Terms and conditions according to which Pieter Bronck proposes to sell at public auction his house located at the hill.

First, the house, with permanent fixtures, will be delivered to the buyer, with the lot twenty rods long and five rods wide, being according to the patent thereof, which house is leased until the first of May 1658 for the sum of twenty-five beavers, which twenty-five beavers the buyer shall receive.

[55] Delivery will take place on the first of May 1657.

Payment will be made in good whole merchantable beavers in two installments or payments, to wit, the first payment on the first of July 1657, and the second payment 1658 on the first of July.

The buyer is obligated to furnish two sufficient sureties, and to do so immediately, each as principals, to the satisfaction of the seller.

And if the buyer cannot furnish sufficient sureties within the aforesaid time, it will be auctioned again at his costs and charge, and that which it falls short, he will be obligated to make good, and if it brings more, he will derive no profit therefrom. Auction fees shall be charged to the buyer.

After much bidding Pieter Bronck remained the final bidder, on the 26th of February 1657 in the house of Willem Fredericksz Bout.

\* Canceled in the original.

[CONDITIONS REGARDING THE SALE OF  
PIETER BRONCK'S HOUSE]\*

[56] Terms and conditions according to which Pieter Bronck proposes to sell his house standing north of the log house with the lot.

First the house will be delivered to the buyer, with permanent fixtures, with the lot eighty-three board feet long, rear width 8 feet with a pigsty, which house is leased until the first of May 1658 and that for the sum of twelve beavers, which twelve beavers the buyer shall receive.

Delivery will take place on the first of May 1657.

Payment will be made in good whole merchantable beavers in two installments, namely, the first payment on the first of July 1657 and the second payment 1658 on the first of July.

The buyer is obligated to furnish two sufficient sureties each as principals, to the satisfaction of the seller, and to do so immediately.

[57] If the buyer cannot furnish sufficient sureties within the aforesaid time, it will be reauctioned at his costs and charge, and that which it falls short, he will be obligated to make good, and if it brings more, he will derive no profit therefrom. Auction fees are charged to the buyer.

After much bidding Pieter Bronck remained the last bidder, on the 26th of February 1657 in the house of Willem Fredericksz Bout.

[CONDITIONS FOR THE SALE OF CLAES HENDERICKSZ' LOT]

[58] Terms and conditions according to which Claes Hendericksz proposes to sell his lot which he bought from Rutger Jacobsen, located west of the house of Rutger Jacobsen.

First, the lot will be delivered to the buyer, width on the road thirty feet, behind or to the south twenty-seven feet wide, length on both sides sixty-two feet.

\* Canceled in the original.

Delivery will occur on the 16th of April 1657.

Payment will be made in good whole merchantable beavers in two payments, half upon delivery, and on first of July 1657 the other half.

The buyer is obligated to furnish two sufficient sureties, and to do so immediately, to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, it will be reauctioned at his costs and charge, and that which it falls short, he will be obligated to make good, and if it brings more, he will derive no profit therefrom. Auction fees are charged to the buyer.

After much bidding Claes Hendricksen remained the last bidder, the 26th of February 1657 in the house of Willem Fredericksz Bout.

[CONDITIONS REGARDING THE SALE OF DOMINE SCHAETS' GARDEN]


[59] Conditions and terms according to which Do. Gideon Schaets proposes to sell his garden, located behind Fort Orange on the south side bounded by Gillis Pietersen and on the north side Jacob de Brouwer, on the east side Pieter Hartgers, on the west side the road, as large and small as the patent indicates.

Delivery will take place upon payment in cash.

Payment will be made in good whole merchantable beavers on the last day of July of the year 1657.

Auction fees are charged to the buyer.

After much bidding Jan van Aecken was the final bidder for the sum of one hundred seven guilders according to the above conditions. Done at Fort Orange the 26th of February 1657.

This is the mark  of Jan Coster van Aecken

Acknowledged before me,  
La Montagne.

[CONDITIONS FOR THE AUCTION OF TEUNIS  
TEUNISSEN METSELAER'S GARDEN]

[60] Teunis Teunissen Metselaer proposes to sell a garden 7 rods long, 4 rods wide, located behind Jan de Wever's house next to Fort Orange. Delivery will take place the first of March 1657. Payment will be made in the month of October 1657 in good whole merchantable beavers. Auction fees are charged to the buyer.

After much bidding Jan Cloet remained the final bidder for the sum of thirty-eight guilders according to the above conditions.

Done in the village of Beverwijck the 26th of February 1657.

Johannes Clute

Acknowledged before me,  
La Montagne.

[ACKNOWLEDGEMENT OF LEASE OF DANIEL RINCKHOUT'S  
HOUSE TO REYNIER WISSELPENNINGH]

[61] I the undersigned Daniel Rinckh[out] acknowledge that I have leased to Reynier Wisselpenningh a house located and situated in the village of Bev[er]wijck for the sum of one hundred guilders, half beavers and half sewant, from the middle of next August of the year 1657 to the first of June of the year 1658, to be paid as the rent falls due whereupon the lessee is obligated to deliver the aforesaid house, glass and roof tight; whereupon the respective parties pledge their persons and estates, personal and real, submitting the same to all laws and judges without craft or cunning.

Done in the village of Beverwijck, the 23d F[eb.] 1657 in presence of Jan Roelof[sen] and Pieter Lambertsen.

Daniel Ringhout  
Reinier Wisselp[enninck]  
Jan Roelofsen  
Pieter Lambertsen

[62] [*blank*]

[COPY OF A LETTER TO THE TRUSTEES OF THE ESTATE OF  
KIT DAVIDS AND HIS WIFE CORNELIA DE VOS]

[63] Copy of a certain letter given by Jacob Adriaensen to the trustees of the estate of Kit Davids and Cornelia de Vos his late wife, which Jacob Janssen Stol wrote with his own hand.

I, the undersigned Kit Davids, acknowledge that I have in good faith sold to Jacob Janssen Hap these my lands located in the great Esopus, next to the farm of the late Johans de Hulter, with a road passing through the same, provided that he, Kit Davids, deliver to the seller from this date on, being the 17th day of August, to wit in three installments, the first of same payments after timely delivery provided that he, Kit Davids, provides him with a clean transfer from the Indians and moreover a patent from the Hon. Company. Agrees with that from my own hand in the presence of witnesses hereunto called and requested, and that for the sum of 1400 guilders, that is fourteen hundred guilders, without any abatement or haggling. Thus have I as seller signed with my normal signature.

Was signed:

This is the mark  of Kit Davids  
with his own hand as seller.

Jacob Janssen Stoll  
As witness, Jacob Adriaensen

Agrees with the original as far as we could read it.

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[INVENTORY OF KIT DAVIDTS' ESTATE]

[64] Inventory of the estate of Kit Davidts and  
of the late Cornelia de Vos.



In a great chest:

A pair of red and yellow sleeves

A Haerlemer damask under waistcoat, red and blue

A red cloth under waistcoat

A red cloth under petticoat

A Pooyse apron\*

A black silk damask dress with red lining

13 napkins, hemmed

6 ditto cut, unhemmed

A pair of curtains with a valance

2 old dark green ditto with a valance

A small table cloth

A yellow child's jacket

5 bed sheets

10 pillow cases

A piece of fine linen, of 1½ ells

7 cotton swathing cloths

A package of child's bed linen

7 night neckerchiefs

5 white bibs

5 tuckers

5 women's handkerchiefs

A package of child's bed linen tied in a square linen cloth

Also 2 grain sacks and 2 deer skins

A bed with its bolster, two pillows, two bedspreads with a coverlet, a sheet.

This inventory was prepared in the presence of Christoffel Davids, Jan Verbeeck, Evert Wendels, orphan masters, at the request of Anderies de Vos, trustee in absence of Arent Anderiessen, co-trustee, by me Johannes La Montagne as officer of Fort Orange and the village of Beverwijck, who has locked and sealed the same above-mentioned goods in a large chest on the 2nd of March 1657. Was signed: Jan Verbeeck, Evert Wendels, Anderies de Vos, as orphan fathers.

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

\* *een pavijse schort.*

[PURCHASE AGREEMENT OF FRANS BARENTSEN PASTOOR'S GARDEN  
BY ANDERIES DE VOS AND ARENT ANDERIESSEN]

[65] There appeared before me, Johannes La Montagne, in the service of the West India Company, commissary at Fort Orange, village of Beverwijck etc., Anderies de Vos and Arent Anderiessen: of the one side, and the Honorable Frans Barenzen Pastoor of the other [side] who [have come to an agreement] with each other in regard to the purchase of the garden which the aforementioned Frans Barenzen purchased from Rutger Jacobsen at public auction on the 29th of January 1657, which garden thereafter was purchased from the aforementioned Frans Barenzen on the 26th of February by Christoffel Davidts at public auction, in this manner, to wit, that the aforesaid Anderies de Vos and Arent Anderiessen, as legally appointed trustees of the estate left by Cornelia de Vos, late wife of the above-mentioned Christoffel Davidts, have obligated themselves by these presents in said capacity as principals to pay the sum of two hundred, twenty-six guilders to the hon. Rutger Jacobsen, for and in place of the aforementioned Frans Barenzen in the same money as the conditions of the said sale made on the 29th of January 1657 mentioned, and moreover to said Frans Barenzen the sum of thirty guilders and to the commissary fourteen guilders, six stuivers for auction fees, which obligation the aforesaid Frans Barenzen has accepted, the respective parties for observation hereof, their persons and estates, personal and real, present and future.

Done in the village of Beverwijck, the 5th of March 1657, in presence of Jan Verbeeck and Evert Wendels, orphan masters, as witnesses, was signed Anderies de Vos, with the mark of Arent Anderiessen, Frans Barenz [66] Pastoor, Jan Verbeeck, witness, Evert Wendels as witness.

Acknowledged before me,  
La Montagne, commis at Fort Orange.

[POWER OF ATTORNEY FROM JAN JANSSEN VAN  
KRONENBORCH TO SACHARIAS SICKELS]

There appeared before me, Johannes de La Montagne, in the service of the General Chartered West India Company commissary at Fort Orange, village of Beverwijck etc., J: Janssen v: Kronenb: who, in the presence of witnesses named below, has declared that he has appointed, as by these presents he does appoint, Sacharias Sickels, corporal in Fort Orange, to

demand settlement from the commissioners of the West India Company in New Netherland of his wages earned and payment of the same, in a proper manner, promising to accept everything that the attorney does in this matter, upon pledge of his person and estate.

Done in Fort Orange, the 13th of April 1657. Present: Jan Janssen van St. Tobijn and Marcelus Janssen.


This is the mark of  Jan Janssen v: Kronenborch  
 This is the mark of  Jan Janssen v: Sintobijn  
 Maercelys Jansen

La Montagne, commissary  
 at Fort Orange.

[POWER OF ATTORNEY FROM HANS COENRAETSEN  
 TO JAN VAN EECKELEN]

[67] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, Commissary at Fort Orange, village of Beverwijck, etc., Hans Coenraetsen, formerly a soldier in the service of the aforementioned Company, who declares that he has appointed, as he hereby does appoint, Jan van Eeckelen, currently resident of the village of Beverwijck, in the constituent's name and on his behalf, to demand and procure a settlement and payment for the same from the honorable commissary and to the receiver all such moneys from New Netherland as are due him, the constituent, for his services rendered in this country to the said Company, promising to accept everything that the attorney will have done in the constituent's name, upon pledge of his person and estate, personal and real.

Done at Fort Orange on the 18th of April 1657 in the presence of Johannes Provoost, Tomas Poulus.

This is the mark  of Hans Coenraets  
 Johannes Provoost, witness  
 Thomas Pouwell

Acknowledged before me,  
 La Montagne, commissary at Fort Orange.

[POWER OF ATTORNEY FROM ALBERT GERRITSEN  
TO SYMON JANSSEN]

[68] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company commissary at Fort Orange, village of Beverwijck etc., Albert Gerritsen, who declares to have appointed, as by these presents he does appoint, the honorable Symon Janssen, residing in Amsterdam in N. Netherland, in the constituent's name and on his behalf to sell and convey a certain lot located in the city of Amsterdam in N. Netherland, next to the house of Adriaen Vincent, as long and wide as the patent of the same dated first of June 1644 and as the conveyance of later date indicates, promising to everything that the constituent will have done in this matter, upon pledge of his person and estate, personal and real, present and future. Done at Fort Orange on the 18th of April 1657. In presence of Jan Cloet and Johannes Provoost, called as witnesses thereto.

Albert Gerretsen  
Johannes Clute  
Johannes Provoost witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF A LOT FROM RUTGER JACOBSZ  
TO CLAES HENDERICKSZ]\*



[69] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange, village of Beverwijck, etc. in the presence of Jacob Schermerhoorn and Philip Pieterss., magistrates of the same court, the hon. Ruttger Jacobsen, citizen and resident of the village of Beverwijck, who declares to have granted and conveyed, as he hereby does cede and convey, in real and actual possession for the benefit of Claes Hendericksz, also an inhabitant and resident here, his heirs or assigns, his lot located west of his house where he currently dwells; thirty feet wide on the road, behind or to the south twenty-seven feet wide, sixty-two feet long on both sides, which lot is a part of that conveyance which was

\* Canceled in the original.

granted to him by the honorable Petrus Stuyvesant, director general of N. Netherland, by patent dated the 23d of April 1652, for the sum of five hundred and six guilders.

[ACKNOWLEDGEMENT OF DEBT BY HANS VOS TO PIETER BRONCK,  
DIRCK BENSICK AND PHILIP HENDERICKSZ BOECKHOUT]

[70] There appeared before me, Johannes La Montagne, commissary at Fort Orange village of Beverwijck and dependencies thereof, Hans Vos dwelling in Katskil, who acknowledges, in the presence of Rutger Jacobsen and Philip Pietersen magistrates of the same court, that he is truly indebted to Pieter Bronck, Dirck Bensick and Philip Hendericksz Boeckhout for the sum of three hundred guilders, which sum he promises to pay within the time of one year from the date of this, pledging his person and estate, personal and real. Done at Fort Orange on the 28th of April 1657 in the presence of Albert Janssen and Johannes Provoost.

This is the mark  of Hans Vos, signed himself  
This is the mark  of Albert Janssen  
Johannes Provoost, witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS FOR AUCTION OF YACHT BELONGING TO  
WILLEM FREDRICK BOUT AND JAN CARSTENSEN]

[71] Conditions and terms on which Willem Fredrick Bout and Jan Carstensen propose to sell their yacht, at public auction as it presently lies in the roadstead, with all of its belongings, according to the inventory thereof.

Delivery will occur immediately.

Payment will be made half in good whole merchantable beavers and the other half in good merchantable sewant in two installments, the first installment this coming 23d of July, the second a year from now, 1658, also on the 23d of July.

The buyer is obligated to furnish two sufficient sureties and to do so immediately to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it shall be reauctioned at his costs and charges, and that which it falls short, he shall be obligated to make up and if it brings more, he will derive no profit therefrom.

[72] Auction fees are charged to the buyer.

After much bidding Dirck Bensick was the buyer for the sum of one thousand nine hundred seventy-one guilders, according to the conditions, for which sum Claes Hendericksz stood surety as principal, upon pledge of his person and estate.

Done in the village of Beverwijck, the 23d of May 1657. Was signed in the presence of Lowies Cobussen and Johannes Provoost.

This is the mark of  Dirck Bensick. As surety Claes Hendericksz; Lowies Cobussen as witness; Johannes Provoost, as witness.

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange

[CONVEYANCE OF HOUSE AND LOT FROM JOCHIM  
WESSELS BACKER TO WOUTER ALBERTSEN]

[73] There appeared before me, Johannes La Montagne, vice director and commissary at Fort Orange, village of Beverwijck and dependencies thereof, in the presence of Jacob Schermerhoorn and Philip Pietersen magistrates, Jochim Wessels Backer, citizen and resident of the village of Beverwijck, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of Wouter Albertsen, his heirs or assigns his house and lot located in the village of Beverwijck, bounded to the south by the creek, to the north by the alley, to the east along the river edge, to the west by the new house of Jochim Wessels, for the sum of nineteen hundred and fifty guilders in beavers, and that in two installments, the first installment to be paid this coming middle of June 1657, and the second will occur in the year 1658 in the middle of July, which house and lot the aforesaid Jochim Wessels promises to free from all actions and claims, pledging

his person and estate, personal and real, present and future, submitting the same to all laws and judges.

Done at Fort Orange on the 30th of May 1657.

Jochum Backer  
Philip Pietersen  
Jacob Jansen Schermerhooren

Acknowledged before me,  
La Montagne, commissary at Fort Orange.

[CONVEYANCE OF HOUSE AND LOT FROM  
CLAES HENDERICKSZ TO JAN TOMASSEN]

[74] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange, village of Beverwijck and dependencies thereof, in the presence of the honorable Jacob Schermerhoorn and Adriaen Gerritsen, magistrates of the same court, Claes Hendericksz, citizen and resident here, who declares that he has granted and conveyed, as he by these presents does grant and convey, in real and actual possession for the benefit of the honorable Jan Tomassen, magistrate and burger of the village of Beverwijck, his heirs or assigns, his house and lot located in Beverwijck at the hill with a garden belonging thereto, according to the patent granted by the honorable lord director general and council of New Netherland to Philip Pietersen Schuyler, dated 16 June 1656, signed: Petrus Stuyvesant; and below that: By ordinance of the honorable lord director general of New Netherland; among whom: C: V: Ruyven, secretary etc.; and in amplification, dated the 7th of October 1656, signed: P. Stuyvesant, of which patent the aforementioned Claes Hendericksz has received conveyance from the aforementioned Philip Pietersen Schuyler on the 4th of July 1656, signed: Jan de Decker,\* again confirmed and endorsed on the same patent: 29th of November 1656, signed: La Montagne, vice director and commissary, for which house and lot the aforementioned Jan Tomassen grants and conveys in real and actual possession to the [75] aforementioned Claes Hendericksz, for him, his heirs or

\* Johan de Decker was appointed provisional president of the court of Fort Orange and Beverwijck and commissary of the fort on June 18, 1655. He served until July of 1656, when he was replaced by Johannes La Montagne.

assigns, a lot to the north bounding on Anderies Herbetsen, on the south the common road, to the east and west a common road ten rods long, and six and a half rods wide, and to the same a garden, bounding on the south side Henderick Janssen Westercamp, and to the east, west and north a common path six rods and ten feet long, six rods and one foot wide, according to the patent granted to the aforesaid Jan Tomassen by the director general and Council of New Netherland, dated 23 April 1652, the respective parties each for himself, promising to free said lots of all actions and claims, renouncing all rights and customs contrary to their sincere intentions, pledging their persons and estates, personal and real, present and future, submitting the same to all laws and judges.

Done at Fort Orange the last of May 1657.

Jan Thomas

Claes Hendrijksen  
Jacob Jansen Schermerhooren  
Adriaen Gerrietsen

Acknowledged before me  
La Montagne, commissary  
at Fort Orange

[CONVEYANCE OF A LOT FROM RUTGER JACOBSEN  
TO CLAES HENDERICKSZ]

[76] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary of Fort Orange and the village of Beverwijck, in the presence of the hon. Jacob Schermerhoorn and Adriaen Gerritsen, magistrates of the same court, the hon. Rutger Jacobsen, burger and resident of the village of Beverwijck, who declares that he has granted and transferred, as he hereby does grant and transfer, in real and actual possession, for the benefit of Claes Hendericksz, a lot west of his house where he presently dwells, thirty feet wide at the road, twenty-seven feet wide behind or to the south, sixty-two feet long on both sides, which lot is a part of that which was granted him by patent from the director general council of New Netherland dated the 23rd of April 1653; for which lot the aforesaid Rutger Jacobsen acknowledges to have received the sum of five hundred and six guilders to his satisfaction, promising to free the said lot



from all actions, claims or demands which may be against said lot, pledging his person and estate, personal and real, present and future, submitting the same to all laws and judges. Done at Fort Orange the last of May 1657.

Rutger Jacobsz  
Jacob Jansen Schermerhooren  
Adraen Gerritsen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF LOT FROM CLAES HENDERICKSEN  
TO JAN VINHAGEL AND BARENT REYNDERSEN]

[77] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Comp. vice director and commissary at Fort Orange and the village of Beverwijck etc., in the presence of the hon. Abraham Staets and Jan Tomassen, magistrates of this court, Claes Hendericksen, burger and resident of the said village, who declares that he has granted and conveyed, as by these presents he does grant and convey, in real and actual possession, for the benefit of Jan Vinhagel and Barent Reyndersen, also burgers and residents of the aforesaid village, their heirs or assigns, his lot situated to the west of the house of Rutger Jacobsen, thirty feet wide at the road, twenty-seven feet wide behind or to the south, sixty-two feet long on both sides, which lot is a part of that which was granted to the aforesaid Rutger Jacobsen by patent from the director general and council of N. Netherland dated the 23rd of April 1653, for which lot the aforesaid Jan Vinhagel and Barent Reyndersen promise to pay five hundred twenty-five guilders in good whole merchantable beavers, mid-August 1657, promising to free the said lot from all actions or demands which may be against said lot, [78] pledging their persons and estates, personal and real, present and future, and submitting the same to all laws and judges. Done at Fort Orange on the 2nd of June 1657.

Claes Hendrijcksen  
Abram Staas  
Jan Thomasz

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[ACKNOWLEDGEMENT OF CLAES HENDRICKSEN  
OF SATISFACTION OF DEBT]

On this the 28th of July 1657, Claes Hendericksen declares before me Johannes La Montagne, commissary at Fort Orange and the village of Beverwijck, that he has honestly and truly been paid the aforesaid sum. Done in Fort Orange, as above.

Claes Hendrijckse

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS FOR THE AUCTION OF JAN  
VAN HOESEM'S HOUSE AND LOT]\*

[79] Conditions and terms upon which Jan van Hoesem proposes to sell his house at the hill with all permanent fixtures, ready to inhabit, together with an adjoining lot according to the patent thereof, being:

First, the house will be delivered to the buyer, one and a half planks long, nineteen feet wide, with a side aisle five feet wide throughout, with a cellar, room, a garret and an adjoining lot, ten rods long and four rods wide.

Delivery will occur on the 20th of this month of June.

Payment will be made in good, whole merchantable beavers, in two installments, the first upon delivery, the second payment on the first of October 1657 of this current year.

\* Canceled in the original.

The buyer is obligated to provide two sufficient sureties and to do so immediately. If the buyer cannot furnish sufficient sureties within the aforesaid time, it will be auctioned again at his costs and charges, and whatever it falls short, he will be obliged to replace, and if it brings in more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

[CONVEYANCE OF HOUSE, LOT, AND GARDEN FROM  
CASPER JACOBSEN TO HARMEN JACOBSEN]

[80] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Comp., vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the hon. Abraham Staets and Adriaen Gerritsen, magistrates of this court, Casper Jacobsen, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of Harmen Jacobsen, his house, with all permanent fixtures, and his lot and garden, sixteen rods total length and four rods four feet wide, being according to the patent thereof, for the sum of eight hundred and ten guilders, to be paid in good, whole, merchantable beavers, in two installments, the first upon delivery, the second payment in the coming year 1658 on the 8th of May, for which payments the buyer has furnished two sureties to the satisfaction of the seller, to wit, Adriaen van Ipendam and Abraham Vosburgh, upon pledge respectively of their person and estate, personal and real, present and future, submitting the same to all laws and judges.

Done at Fort Orange on the 5th of June Ao 1657.

This is the **Y** mark of Caspar Jacobss  
Abram Staas  
Adriaen Gerritsen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

## [CONDITIONS FOR SALE OF JAN ROELOFFSEN'S HOUSE AND LOT]\*

[81] Conditions and terms upon which Jan Roeloffsen proposes to sell his house located at the hill with adjoining lot according to the patent thereof, being:

First, the house will be delivered to the buyer, being, with all permanent fixtures, with the adjoining lot, seven rods and five feet wide to the west [at] the hill, four rods and eleven feet to the east† at Marcelis, 17 rods long, all being according to the patent thereof.

Delivery will occur on the first of September 1657.

Payment will be made in good, whole, merchantable beavers in two payments, the first payment upon delivery of the house, the second payment on the first of June 1658.

The buyer is obligated to furnish two sufficient sureties, jointly and severally as principals to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within twenty-four hours, then it will be reauctioned at his charges and costs, and whatever it falls short, he will be obliged to replace, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

[82] [*blank*]

## [CONDITIONS FOR SALE OF A LOT BELONGING TO JAN ROELOFFSEN]‡

[83] Conditions and terms upon which Jan Roeloffsen proposes to sell a lot located to the north of his house according to the patent.

\* Canceled in the original.

† Corrected in the margin to "east" from "north" in the body of the text.

‡ Canceled in the original.

First, the lot will be delivered to the buyer, one rod and eleven feet wide to the east, two and a half rods wide to the west, five rods long.

Delivery will occur in the month of June 1657.

Payment will be made in two payments the first payment in August 1657, the second payment the first of May 1658. Payments will be made in whole, merchantable beavers.

The buyer is obligated to furnish two sufficient sureties, jointly and severally, as principals and to do so within the time of twenty-four hours, to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the prescribed time, then it will be reauctioned at his charges and costs, and whatever it falls short, he will be obliged to replace, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

[84] *[blank]*

[CONDITIONS FOR SALE OF A LOT BELONGING TO JAN ROELOFFSEN]\*

[85] Conditions and terms upon which Jan Roeloffsen proposes to sell a lot located to the north of his lot.

First, to the buyer will be delivered the lot, to the east two and a half rods wide, to the west three rods wide, on the road five rods long, according to the patent.

Delivery will occur in the month of June 1657.

Payment will be made in good, whole merchantable beavers in two payments, the first payment in the month of August 1657 and the second payment in the coming year 1657 on the first of May.

The buyer is obligated to furnish two sufficient sureties within the time

\* Canceled in the original.

of twenty-four hours, and to do so to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be auctioned again at his charges and costs, and whatever it falls short, he will be obliged to replace, and if it brings in more, he will derive no profit from it.

The auction fees are charged to the buyer.

[CONDITIONS FOR SALE OF REYER ELBERTSEN'S HOUSE AND LOT]

[86] Conditions and terms upon which Reyer Elbertsen proposed to sell his house and lot, except for the brick oven, together with the bricks, located in the village of Beverwijk.

First, the house will be delivered to the buyer, with all permanent fixtures, together with the lot, four rods wide and twenty rods long, according to the patent.

Delivery of the house and lot will occur on the first of August of this year 1657. Said house is rented the first of May 1658 for the sum of one hundred and fifty guilders, which rent will be paid to the buyer.

Payment will be made in good, whole, merchantable beavers in two payments, the first payment upon delivery, and the second payment one year thereafter on the first of August 1658.

The buyer is obligated to furnish two sufficient sureties and to do so within the time of twenty-four hours, to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be auctioned again at his charges and costs, and whatever it falls short, he will be obliged to replace, and if it brings in more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

[CONVEYANCE OF A HOUSE AND LOT FROM JAN TOMASSEN  
TO CLAES HENDERICKSZ]

[87] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company vice director and commissary at Fort Orange, village of Beverwijck etc., in the presence of the honorable Jacob Schermerhoorn and Abraham Staets, magistrates of the same court, the honorable Jan Tomassen, citizen and resident of the aforementioned village, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of Claes Hendericksz, also citizen and resident of the aforementioned village, his heirs or assigns, a house and lot, bounded on the north by Anderies Herbetsen, to the south by a common road, to the west and east by a common road, four rods long and six and one half rods wide, with a garden bounded on the south side by Henderick Janssen Westercamp; east, west and north by a common path, six rods ten feet long, six rods and one foot wide, according to the patent granted to him by the honorable lord director general and council of New Netherland dated the 23rd of April 1650, \* • for which lot and garden the grantor acknowledges that he has had satisfaction and payment of said Claes Hendricksen for it, acquitting him of the same, promising to free said lot and garden from all actions and claims, upon pledge of his person and estate, personal and real, submitting the same to all laws and judges. Done in Fort Orange the 23rd of June 1657.

Jan Tomasz  
Jacob Jansen Schermerhooren  
Abram Staas

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF A GARDEN FROM CLAES HENDERICKSEN  
TO HARMEN BASTIAENSEN]

[88] There appeared before me, Johannes La Montagne, in the service of

\* The date is an error as the jurisdiction of Beverwijck was not established until 10 April 1652. The actual date should be 23 April 1652 as stated in the document above in a conveyance between Claes Hendericksz to Jan Tomassen on page 48.

the General Chartered West India Company vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the hon. Jacob Schermerhoorn and Abraham Staets of the same court, Claes Hendericksen, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession for the benefit of Harmen Bastiaensen, his heirs or assigns, a garden bounded on the south side by Henderick Janssen Westercamp, and east, west and north by a common path, six rods and one foot, which garden is a part of the patent of Jan Tomassen, granted to him by the lord director general and council of New Netherland dated the 23rd of April 1650;\* for the sum of seventeen whole, merchantable beavers, to be paid in the month of June 1657, the grantor promising to free said garden from all actions, demands and claims, upon pledge of his person and estate, movable, present and future, submitting the same to all laws and judgements. Done at Fort Orange the 25th of June 1657.

Claes Hendrijcksen  
Jacob Jansen Schermerhooren  
Abram Staas

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[BILL OF SALE FOR A HORSE FROM TJERCK CLAESSEN  
TO CARSTEN CLAESSEN AND JAN BARENSEN]


[89] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company vice director and commissary at Fort Orange and the village of Beverwijck, Tjerck Claessen, who declares that he has conveyed, as he hereby does convey, to Carsten Claessen and Jan Barenzen, the sum of one hundred and eighty guilders, to be paid in whole, merchantable [beavers] at f8 a piece, coming from the sale of a stallion at public auction at which Jan Roeloffse remained the final bidder for the aforesaid sum, which stallion was delivered to his satisfaction, renouncing all demands that he, the grantor, may claim against the aforementioned sum, appointing by these presents the said Carsten Claessen and Jan Barenzen to demand the payment of the same sum and in case of refusal to prosecute the same by law. Done at Fort

\* See footnote page 55.



Orange on the 25th of June 1657. In the presence of Dirck Bensick and Johannes Provoost.

Tiarck Claesen

This is the mark of  Dirck Bensick,  
witness

Johannes Provoost, witness

La Montagne, commissary  
at Fort Orange.

[CONDITIONS FOR THE SALE OF ADRIAEN  
BLOEMERT'S HOUSE AND LOT]

[90] Conditions and terms upon which Adriaen Bloemert proposes to sell his house and lot located at Manhatans next to the City Hall according to the patent thereof, being:

First, to the buyer shall be delivered the house with all permanent fixtures together with the lot forty-seven feet wide in front on the street and behind forty feet [wide].

Delivery of the house will occur on the last of September of this year 1657, but the seller shall retain use of the rear section of the house and of a small cellar, until the first of May 1658, along with the garden.

Payment will be made in three payments, the first payment upon delivery of the house, the second on the first of May 1658 and the third payment on the first of September 1658, the first payment in whole, good, merchantable beavers, the second in good, merchantable sewant and the final payment also in good, whole, merchantable beavers.

The buyer will be obligated to furnish two sufficient sureties as principals, jointly and severally, to the satisfaction of the seller and to do so in the time of twenty-four hours. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be reauctioned at his charge and costs, and whatever it [91] falls short, he will be obliged to replace, and if it brings more, he will derive no profit therefrom.

The auctions fees are charged to the buyer.

After much bidding Rem Janssen Smit remained the final bidder for the sum of four thousand and twenty guilders according to the aforesaid conditions, for which sum Abraham Isaacksen Verplanck and Henderick Willemsen Backer, stood as sureties each as principal, upon pledge of their persons and estates.

Done in the village of Beverwijck on the 5th of July 1657, in the presence of Lowies Cobussen and Johannes Provoost.

Rem Yanssen  
 Abraham Verplanck  
 Hinrich Willemsen Backer

as witnesses:

Ludovicus Cobes,  
 court messenger  
 Johannes Provoost,  
 as witness

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[CONVEYANCE OF A GARDEN FROM RUTGER JACOBSEN  
 TO FRANS BARENSEN PASTOOR]

[92] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissarys at Fort Orange and the village of Beverwijck in the presence of the hon. Jacob Schermerhoorn and Philip Pietersen, magistrates, the hon. Rutger Jacobsen, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession for the benefit of Frans Barensen Pastoor, a garden located in the village of Beverwijck next to the lord Renselaer, at the river's edge, length to the west on the road eight rods and seven feet, along the river edge eight rods one foot, width on the north at the lot of Goossen Gerritsen six rods, width on the south side three and a half rods, which lot the aforesaid Frans Barensen bought at public auction on the 29th of January 1657; and that for the sum of two hundred eighty-six guilders, which sum the aforementioned Rutger Jacobsen acknowledges to be paid and acquits the aforementioned Frans Barensen of the same, promising to free the

said lot from all claims and demands, upon pledge of his person and estate, personal and real, present and future, submitting the same to all courts and judges.

Done at Fort Orange the 6th of July 1657.

Rutger Jacobsz  
Jacob Jansen Schermerhooren  
Philip Pietersen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF A GARDEN FROM FRANS BARENTSZ  
PASTOOR TO CHRISTOPHEL DAVIDS]

[93] There appeared before me, J: La Montagne, in the service of the General Chartered West India Company, V. Dir. and commissary at Fort Orange, village of Beverwijck, etc., the Honorable Frans Barentsz Pastoor, who, in the presence of Jacob Schermerhoorn and Philip Pietersz Schuller, magistrates, of the same court, declared that he had granted and conveyed, as by these presents he does grant and convey, to Christophe Davids, resident of the village of Beverwijck, a certain garden located in the aforesaid village next to the lord Rencelaer's, along the river's edge, to the west on the road eight rods and seven feet long, along the river edge eight rods and one foot, to the north at the lot of Goossen Gerritsen six rods wide, on the south side three and a half rods wide, which lot the aforementioned Christoffel Davids bought at public auction from the aforesaid Frans Barentsen on the 26th of February 1657 for the sum of three hundred and thirty guilders with expenses, which sum the said Frans Barentsen acknowledges to have paid, promising to free the said lot of all claims or demands, upon pledge of his person and estate, personal and real, present and future. Done at Fort Orange, the 6th of July 1657.

Frans Barentsen Pastoor  
Jacob Jansen Schermerhooren  
Philip Pietersen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF HOUSE AND LOT FROM ANDERIES  
HERBERTSEN TO LEENDERT PHILIPSEN]

[94] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the hon. Jacob Schermerhoorn and Philip Pietersen, magistrates, the honorable Anderies Herbertsen, who declared that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of Leendert Philipsen, his heirs or assigns, a house with a lot, located in the village of Beverwijck to the south Jan Tomassen, to the north Pieter Bronck, to the east the river's edge, to the west the common road, nine rods long and thirty-six feet wide, which lot is a part of the whole that was granted to him by patent from the director general and council of N. Netherland, given on the date of 23 April 1652, for which house and lot the grantor acknowledges to have received nine hundred guilders, to his satisfaction, and promises to free the same from all claims or demands which could be upon the same, upon pledge of his person and estate, personal and real, present and future, submitting the same to all laws and judges.

Done at Fort Orange the 10th of July 1657.

Andris Herbets  
Jacob Jansen Schermerhooren  
Philip Pietersen

Acknowledged before me,  
La Montagne, commissary

[CONVEYANCE OF HOUSE LOT AND GARDEN FROM  
ANDRIES HERBERTSEN TO LEENDERT PHILIPSEN]

[95] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commis-

sary at Fort Orange and the village of Beverwijck, in the presence of the hon. Abraham Staets and Jan Tomassen, magistrates of the same court, the honorable Andries Herbertsen, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of Leendert Philipsen, his heirs or assigns, a house, lot and garden, which is a part of the whole lot conveyed to the grantor by the lord director general and council of New Netherland dated 23 April 1652 and the remainder of the same being as large as it stands within the fence, for the sum of eighteen hundred guilders, to be paid in whole merchantable beavers in two payments, namely: the first payment immediately and the other half one year after this date, and with the last payment the grantor shall deliver the patent to the buyer. All this upon pledge of their persons and estates, personal and real, submitting the same to all laws and judges. Done at Fort Orange the 10th of July 1657.

Andries Herberts  
 Leendert Phylse  
 Abram Staas  
 Jan Thomasz

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[CONVEYANCE OF HOUSE AND LOT FROM JURRIAEN  
 TEUNISSEN TO ANDRIES HERBERTSEN]

[96] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, etc., in the presence of the hon. Jan Tomassen and Adriaen Gerritsen, magistrates of the same court, the honorable Jurriaen Teunissen, citizen and resident of the aforesaid village, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of the honorable Anderies Herbertsen, also citizen and resident of the aforesaid village of Beverwijck, a house and lot located in the village of Beverwijck, ten rods long and wide, which is a part of that conveyed to him, the grantor, by the patent given him by the director general and council of New Netherland dated the 25th of October 1657, for the sum of one thousand, five hundred and ten guilders, to be paid

according to the conditions, to wit in two installments, the first payment on the first of July 1657 in good, whole beavers, and the second payment on the first of July 1658, also in good, whole, merchantable beavers, the grantor promising to free the said lot from all claims or demands, on pledge of his person and estate, personal and real, submitting the same to all laws and judges.

Done in Fort Orange the 12th of July 1657.

Jurrejan Tunsen  
 Andries Herberts  
 Adriaen Gerrietsen  
 Jan Thomasz

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[CONVEYANCE OF A LOT FROM ANDERIES HERBERTSEN  
 TO WILLEM JANSSEN SCHUT]

[97] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the hon. Abraham Staets and Adriaen Gerritsen, magistrates of the same court, the honorable Anderies Herbertsen, resident of the aforesaid village of Beverwijck, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of Willem Janssen Schut, also burger and resident of the aforesaid village, a lot next to his, which he received by deed of the 22nd of August 1654 from Frans Boon, husband of Lijsbet Cornelis, formerly widow of Gijsbert Cornelissen van Wesep, granted according to the patent to the aforementioned Gijsbert Cornelissen van Wesep by the director general and council of New Netherland dated 25th of October 1653, which portion was conveyed to him, the grantor, by the lord director general and the court on the 6th of October 1657; according to the survey of the same lot is ten rods and one foot long to the north at the road, and to the east at the road three rods wide, to the west at the hill one rod, for which lot the aforementioned Willem Janssen Schut shall pay immediately the sum of two hundred guilders, amounting to the sum of

twenty-five beavers, which lot the grantor promises to free from all actions and demands, on pledge of his person and estate, personal and real, submitting the same to all laws and judges.

Done at Fort Orange the 17th of July 1657.

Andries Herberts  
Abram Staas  
Adriaen Gerritsen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF LOT FROM JAN VERBEECK TO  
JOHAN BAPTISTA VAN RENSSELAER]

[98] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the hon. Jacob Schermerhoorn and Philip Pietersen, magistrates, of the same court, the honorable Jan Verbeeck, burger and resident of the village of Beverwijck, who declares that he has granted and conveyed, as he hereby does grant and convey in real and actual possession for the benefit of the hon. lord Johan Baptista van Rencelaer, director of Colonie Rencelaer-swijck, his lot located in the village of Beverwijck, being according to the patent thereof dated the [ *left blank* ] for the sum of eighteen hundred and twelve guilders, of which sum the aforementioned lord Rencelaer has already paid to the grantor twelve hundred and eight guilders to the satisfaction of the same, and the said lord promising to pay the same six hundred and four guilders, half in merchantable beavers and the other half in merchantable sewant on the first of May 1658, upon pledge of his person and estate, personal and real, which house and lot the grantor promises to free from all actions, claims or demands, [99] upon pledge of his person and estate, personal and real, submitting the same to all laws and judges.

Done in Fort Orange the 18th of July 1657.

Jan Verbeeck

Jacob Jansen Schermerhooren  
Philip Pietersen Schuyler

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF HOUSE AND GARDEN FROM ABRAHAM STAATS  
TO JOHANNES VAN TWILLERT]

There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the hon. Jan Tomassen and Adriaen Gerritsen magistrates of the same court, the honorable Abraham Staets, magistrate and resident of the aforementioned village, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of the honorable Johannes van Twillert, his heirs or assigns, a house located in Fort Orange along the east side of the aforementioned fort, twenty-four feet long, twenty feet wide, with a garden behind the aforesaid fort, being according to the patent thereof dated the 27th of April 1649, for the sum of two thousand, three hundred and twenty-five guilders, which sum the grantor acknowledges to have received to his satisfaction, promising to free the aforesaid [100] house from all claims and demands, upon pledge of his person and estate, personal and real, submitting the same to all laws and judges.

Done in Fort Orange the 18th of July 1657.

Abram Staas  
Jan Thomasz  
Adriaen Gerrietsen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.



## [CONDITIONS FOR SALE OF JACOB JOOSTEN'S HOUSE AND LOT]

Conditions and terms on which Jacob Joosten proposes to sell his house and lot located in the village of Beverwijck.

First, the house shall be delivered to the buyer, tight all around with all permanent fixtures, with a new bedstead and a cellar of one plank in the square, a stair therein, and a lot thirty feet long and twenty-eight ditto feet wide, cleared.

Delivery of the house will take place on the 21st of this month of July 1657.

Payment will be made within twelve days and that in good, whole, merchantable beavers, to wit, the first payment upon delivery and the second payment on the first of May 1658.

[101] The buyer is obligated to provide two sufficient sureties and to do so immediately to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obliged to make good, and if it brings more, he will derive no profit therefrom. The auctions fees are charged to the buyer.

After much bidding Jan Dareth remained the final bidder for the sum of five hundred and seventy guilders, according to the aforesaid conditions, for which sum Rutger Jacobsen and Henderick Jochimsen stood sureties each as principals, upon pledge of their persons and estates.

Done in the village of Beverwijck, the 18th of July 1657, in the presence of Lowies Cobussen and Johannes Provoost.

Jan Dareth  
Rutger Jacobsz  
Hendrick Jochemsz  
Ludovicus Cobes  
Johannes Provoost, witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS FOR THE SALE OF THE LATE  
JACOB LUYERSEN'S HOUSE AND LOT]

[102] Conditions and terms on which the trustees of the estate of the late Jacob Luyersen propose to sell the house of Sr. Jacob Luyersen, together with the lot according to the patent thereof, being located next to Fort Orange.

First the house shall be delivered to the buyer with all permanent fixtures together with the lot eight rods long, four and a half rods wide in front at the road, and on the west side three rods and five feet wide, all being according to the patent thereof, excepting the garden produce, which are therein.

Delivery of the house will take place on the 20th of August of this year 1657.


Payment shall be made in two payments in good, merchantable sewant, the first payment will take place upon delivery of the house, and the last payment on the first of May 1658.

The buyer is obligated to provide two sufficient sureties and to do so immediately to the satisfaction of the seller. If the buyer cannot furnish sufficient [103] sureties within the aforesaid time, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obliged to replace, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

After much bidding Hendrick Janssen van Uijtert remained the final bidder for the sum of eight hundred and thirteen guilders according to the aforesaid conditions.

Done in Fort Orange the 18th of July 1657, in the presence of Lowies Cobussen and Johannes Provoost.

This is  the mark of Henderick  
Janssen van Uijtert


Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF SECURITY OF WILLEM FREDRICKSEN AND HARMEN  
BASTIAENSEN FOR HENDERICK JANSSEN VAN UYTERT]

On this date, the 20th, appeared Willem Fredricksen and Harmen Bastiaensen, who present themselves as sureties and principals for the person of Henderick Janssen van Uijtert, upon pledge of their persons and estates, personal and real.

Done in Fort Orange as above.




This is  the mark of Willem Fredrick  
Harmen Bastiaens

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[POWER OF ATTORNEY FROM ARENT VANDEN BERCH  
TO ROBBERT VASTERICK]

[104] There appeared before me, Johannes La Montagne, commissary at Fort Orange and the village of Beverwijck, in the service of the General Chartered West India Company, Arent vanden Berch, who declares that he has appointed, as he hereby does appoint and empower, Sr. Robbert Vasterick, merchant of Amsterdam, in the appointer's name and on his behalf, to claim and demand of the honorable directors of the General Chartered West India Company at the chamber of Amsterdam, the sum of six hundred sixty-eight guilders and nine stuivers earned by the appointer from the aforesaid Company in New Netherland as his settlement shows, signed under the credit side by P. Stuyvesant and under the debit side of the same by Carel van Brugge, empowering him to substitute one or more persons in case of need, promising to accept all that the attorney shall do in this matter, upon pledge of his person and estate, personal and real.

Done in Fort Orange the 19th of July 1657, in the presence of Evert Hedeman and Johannes Provoost.

This is the mark  of Arent vanden Berch  
Eberhardt Hedeman  
Johannes Provoost witness

Acknowledges before me,  
La Montagne, commissary  
at Fort Orange.

[PLEDGE OF COUNTER SECURITY OF ANDERIS  
VANDER SLUYS FOR WILLEM FREDERICKSZ]

[105] On this date the 20th of July appeared Anderis vander Sluys, who declares himself to be counter surety for the person of Willem Fredericksz in the case respecting the house which Henderick Janssen van Uyter has bought from the trustees of the estate of the late Jacob Luyersen, for as much as half of the aforesaid house comes to, to wit, the sum of four hundred and six guilders and ten stuivers.\*

[CONVEYANCE OF A HOUSE AND LOT FROM HARMEN  
JACOBSEN TO CLAES HENDERICKSZ]


[106] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the hon. Goossen Gerritsen and Adriaen Gerritsen, magistrates of the same court, Harmen Jacobsen who declares that he has granted and conveyed, as he hereby does grant and convey in real and actual possession, for the benefit of the Honorable Claes Hendericksz, citizen and resident of the aforesaid village, his heirs or assigns, a house lot and garden located in the aforementioned village of Beverwijck, altogether sixteen rods long and four rods four feet wide, being according to the patent thereof, and that for the sum of nine hundred guilders in whole, merchantable beavers, of which sum the aforementioned Claes Hendericksz has already paid half, and promises to pay the other half in the coming year 1658 in the month of July, which aforesaid house lot and

\* Canceled in the original.

garden the aforementioned promises to free from all claims and demands, upon pledge of his person and estate, personal and real, submitting the same to all laws and judges.

Done in Fort Orange the 21st of July 1657.

Harmen Jacobs  
Claes Hendrycksen  
Adriaen Gerretsen

This is the mark  of Goossen Gerritsen

[CONDITIONS FOR THE SALE OF A BREWERY BELONGING TO  
CORNELIS CORNELISSEN AND JAN WITMONDT]

[107] Conditions and terms on which Cornelis Cornelissen and Jan Witmondts propose to sell their brew house located in the Greenebosch in Colonie Rencelaerswijck.

First the brew house shall be delivered to the buyer with all permanent fixtures together with a well, and related tools: a brew kettle, a fermentation tub, a wort tub with a cooler, a mash tub, a hand mill with four stones, thirty tight half barrels and six tubs, two beer stands with two round tubs, and a malt kiln with a cloth cover, a beer sling, and a beer container,\* and a new stable seventeen feet long and fifteen feet wide, with a garden, which also shall be delivered tight, excepting the garden produce which is therein.

Delivery shall take place on the first of November 1657.

Payment shall be made in three installments, the first upon delivery in good, whole, merchantable beavers and the second payment on the first of March 1658 in good, merchantable sewant and the third payment on the first of November 1658 in good, whole merchantable beavers.

[108] The buyer is obligated to provide two sufficient sureties and to do so immediately to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, it will be auctioned again at his costs and charges, and whatever it falls short, he will be obliged to

\* *Bierkit*, a tinned pot with a handle for dispensing about two quarts of beer.

make good, and if it brings more, he will derive no profit from it. The auctions fees are charged to the buyer.

After much bidding Willem Brouwer remained the final bidder for the sum of twelve hundred and seven guilders according to the aforesaid conditions, for which sum Cornelis Wijnkoop stood surety as principal for payment of the aforewritten sum upon pledge of his person and estate, personal and real. Done in the village of Beverwijck the 19th of September 1657. In the presence of J. Provoost and Lowies Cobus.

Willem Brouwer  
 Cornelis Wijnkoop  
 Johannes Provoost, witness  
 Ludovicus Cobes, witness

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[CONDITIONS FOR SALE OF CORNELIS  
 CORNELISSEN'S HOUSE]

[109] Conditions and terms on which Cornelis Cornelissen proposes to sell his house located in the village of Beverwijck.

First the house shall be delivered to the buyer being with permanent fixtures with a lot nine rods long and four rods wide, with a garden behind Fort Orange, included in the house shall be an attic with double chimney. Delivery shall take place on the 8th of August 1657.

Payment shall take place in three installments, the first upon delivery in good, whole, merchantable beavers and the second payment on the 8th of February 1658 in good, merchantable sewant and the third payment on the 8th of July 1658 in good, whole, merchantable beavers.

The buyer is obligated to provide two sufficient sureties and to do so immediately to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obliged to

replace, and if it brings more, he will derive no profit therefrom.

The auctions fees are charged to the buyer.

[110] After much bidding Daniel Rinckhout remained the last bidder for the sum of seven hundred and twelve guilders according to the aforesaid conditions and Henderick Anderiesse and Marcellis Janssen stood as sureties and principals, upon pledge of their persons and estates, personal and real. Done in the village of Beverwijck the 23d of July 1657 in the presence of Henderick Reur and Johannes Provoost.

Daniel Ringhouht  
 Hendrick Andriesen  
 Maercelijs Jansen  
 Hendrick Reur  
 Johannes Provoost, witness

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[CONDITIONS FOR SALE OF REM JANSSEN'S HOUSE]\*

Conditions and terms on which Rem Janssen proposes to sell his large house located in the village of Beverwijck.

First, the house shall be delivered to the buyer with all permanent fixtures (except the smith's bench with the vise) a cow stall and a pigsty together with the lot, as long and wide as it stands within its fence, with a bleach field and a bake oven and an alley which goes between both houses. Delivery will take place on the last day of September 1657.

[111] Payment shall occur in three payments, the first payment upon delivery, in good, whole, merchantable [beavers], the second payment on the first of May 1658 in good, merchantable sewant, and the third payment on the first of September 1658 in good, whole merchantable beavers.

\* Although this document has not been canceled, it appears not to have been completed.

The buyer is obligated to provide two sufficient sureties as principals, severally and individually to the satisfaction of the seller and to do so immediately. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obliged to make good, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

[CONDITIONS FOR SALE OF REM JANSSENS'S HOUSE]\*

[112] Conditions and terms on which Rem Janssen proposes to sell his small house, where Gijsbert Jansen resides, together with the smith's house, except for the smith's tools.

First, the house shall be delivered to the buyer, with the smith's house, with all permanent fixtures, except the smith's tools, with the lot behind as long as the lot of the large house and as wide as the house with the smith's house, with a bake oven thereon. Delivery shall take place on the first of May 1658.

Payment shall be made in good, whole, merchantable beavers, in two installments, the first payment upon delivery and the second payment on the first of September 1658.

The buyer is obligated to provide two sufficient sureties as principals, severally and individually to the satisfaction of the seller and to do so immediately. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obliged to make good, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

\* This document has been canceled in the original.



## [CONDITIONS FOR THE SALE OF REM JANSSEN'S HOUSE]

[113] Conditions and terms on which Rem Janssen Smit proposes to sell his large house located in the village of Beverwijck.

First, the house shall be delivered to the buyer with all permanent fixtures, except the smith's bench and vise, together with the lot, as broad front and rear as the house is, and as long as the rear is fenced, with a free alley running through between both houses; and additionally there shall be delivered a cow stall and a pigsty and a bleach field with a bake oven. Delivery shall take place on the last [day] of September.

Payment shall be made in three installments, the first payment upon delivery in good, whole, merchantable beavers, the second payment on the first of May 1658 in good, merchantable sewant and the third or last payment on the first of September 1658 in good, whole, merchantable beavers.

The buyer is obligated to provide two sufficient sureties and to do so immediately to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obliged to make good, and if it brings more, he will derive no profit therefrom. The auctions fees are charged to the buyer.

[114] After much bidding Cornelis Teunissen remained the last bidder for the sum of three thousand, two hundred and twenty-five guilders, according to the afore-written conditions, and Rutger Jacobsen and Gerrit Bancker stood as sureties for the aforementioned sum, upon pledge of their persons and estates, personal and real.

Done in Fort Orange the 23rd of July 1657 in the presence of Henderick Reur and Johannes Provoost.

Cornelus Thonisen B[os]  
Rutger Jacobsz  
Gerret Bancken  
Hendrick Reur  
Jan Provoost, witness

Acknowledged before me,

La Montagne, commissary  
at Fort Orange.

[LEASE OF A HOUSE FROM DANIEL RINCKHOUT  
TO REINIER WISSELPENNINCK]

[115] I, the undersigned Daniel Rinckhout, acknowledge to have leased to Reinier Wisselpenninck a house standing and located in the village of Beverwijck for the sum of one hundred guilders, half beavers and half sewant, from the middle of this coming August of the year 1657 to the first of July in the year 1658, to be paid as the rent becomes due whereupon the lessor shall be obligated to deliver the aforesaid house, glass and roof tight; the respective parties below pledge their persons and estates, personal and real, submitting the same to all laws and judges without craft or guile.

Done in the village of Beverwijck the 23d of July 1657 in the presence of Jan Roeloffsen and Pieter Lambertsen. Was signed: Daniel Rinckhout, Reynier Wisselpenninck, Jan Roeloffsen, Pieter Lambertsen.

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[POWER OF ATTORNEY FROM TEUNIS TEUNISSEN  
AND EGBETJE EGBERTS TO TEUNIS SWANEKEN]


[116] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, commissary at Fort Orange and the village of Beverwijck etc., Teunis Teunissen Metselaer and Egbetje Egberts, husband and wife, who declare that they have appointed, as by these presents they do appoint and empower, Teunis Swaneken, in their names and on their behalf to procure and receive the payment from Joncker Quarq of such sum as is due to the appointers, according to the lease papers which the attorney already has in his hands and for the furtherance thereof to proceed according to the letter of the law to a definitive sentence, and to demand execution of this sentence, or to appeal to the same, as necessity demands, with power to substitute one or more persons, and to act in the same case as if the appointers

themselves were present; promising to approve of everything that the attorney shall have done in this case, upon pledge of their persons and estates, personal and real, submitting the same to all laws and judges.

Done in Fort Orange the 25th of July 1657, in the presence of Adriaen Sijmonsens and Johannes Provoost.

Teunis Teunisz metselaer

Egbertyen Egbers

This is the mark  of Adriaen Symonsen  
Johannes Provoost, witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[ACKNOWLEDGEMENT OF DEBT BY FRANS JACOBSEN  
TO ADRIAEN SIJMONSEN]

[117] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, commissary at Fort Orange and the village of Beverwijck etc., Frans Jacobsen who declares that he is honestly indebted to Adriaen Sijmonsens in the sum of thirteen whole beavers, which number of beavers he promises to pay this coming year 1658 in the month of May with interest thereon at twenty per cent, upon pledge of his person and estate, personal and real. Done in Fort Orange the 25th of July 1657, in the presence of Jan Cloet and Johannes Provoost.

Frans Jacobsen

Johannes Clute, witness

Johannes Provoost, witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

## [CONVEYANCE OF TEUNIS TEUNISSEN'S GARDEN TO JAN CLOET]

[118] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and commissary at Fort Orange and the village of Beverwijck, in the presence of the honorable Jacob Schermerhoorn and Philip Pietersen, magistrates of the same court, Teunis Teunissen, citizen and resident of the village of Beverwijck, who declares that he has granted and conveyed, as by these presents he does grant and convey in real and actual possession for the benefit of Jan Cloet, his heirs or assigns, a garden located behind Fort Orange next to Jan de Wever's, seven rods long and four rods wide, and that for the sum of thirty-eight guilders in good, whole, merchantable beavers, to be paid in the month of October and promises to free the same from all actions, claims or demands that may be upon the aforesaid garden, upon pledge of his person and estate, personal and real.

Done in Fort Orange the 26th of July 1657.

Teunis Teunisz Metselaer  
Jacob Jansen Schermerhooren  
Philip Pietersen

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[POWER OF ATTORNEY FROM CORNELIS CORNELISSEN DE VOS  
TO DIRCK JANSSEN CROON]

[119] There appeared before me, Johannes La Montagne, in the service of the general Chartered West India Company, commissary at Fort Orange and the village of Beverwijck, Cornelis Cornelissen de Vos, who declares that he has appointed, as he hereby does appoint and empower, the honorable Dirck Janssen Croon, in his name and on his behalf, to demand from the hon. lord director general of New Netherland payment of the sum of two hundred forty-five guilders, eight stivers, fourteen pennies and two-ninths parts, earned by the appointer in the service of the hon. West India Company, as appears from his settlement.  
Signed P. Stuyvesant and A. Keyser.

Also to demand from the aforesaid lord payment of two beavers ad-

vanced during the time of the English war\* as the note signed by Rutger Jacobsen shows, as confirmation of receipt in case it is necessary, and to do in this matter all that is right and just, promising to accede to all that the attorney shall do in this matter, upon pledge of his person and estate, personal and real. Done in Fort Orange the 26th of July 1657 in the presence of Harmen Jacobsen and Johannes Provoost.

Cornelis Vos  
Harmen Jacobsz  
Johannes Provoost witness

Acknowledged before me,  
La Montagne commissary  
at Fort Orange.

[POWER OF ATTORNEY OF JAN TOMASSEN]†

[120] There appeared before me, Johannes La Montagne, in the service of the general Chartered West India Company, commissary at Fort Orange and the village of Beverwijck, the honorable Jan Tomassen, burger and resident of the aforesaid village, who declares, in the presence of the witnesses named below, that he has appointed, as he hereby does appoint and empower, his action on a certain bill of exchange issued by Gijsbert Flipsen van Velthuysen to Tjerck Claessen de Wit amounting to the sum of six hundred Carolus guilders, issued in Fort Orange in New Netherland the 28th of June 1656, the same signed Gijsbert Flipsen van Velthuysen, which bill of exchange is addressed to the honorable very discrete Cornelis Pietersen householder residing at Velthuysen.

[POWER OF ATTORNEY FROM FRANCOYS BOON  
TO JOHANNES VAN TWILLER]

[121] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company commissary at Fort Orange and the village of Beverwijck, the honorable Francoys Boon, who declares that he has appointed, as he hereby does appoint and

\* Reference to the first Anglo-Dutch war, 1652–1654.

† Canceled in the original.

empower, the honorable Johannes van T'Willer of Nieu Kercke in Gelderland, in his name and on his behalf to demand a certain bill of exchange, issued by Gijsbert Philipsen of Velthuysen to the appointer for the sum of six hundred Carolus guilders in current money, which bill of exchange was not accepted and was protested by Cornelis Pietersen, householder dwelling at Velthuysen, because Gijsbert Philipsen of Velthuysen is supposed to have received from the aforementioned Cornelis Pietersen, householder, goods valued at fifty guilders, for which sum he demands settlement, making him the aforementioned attorney to demand the payment of the aforementioned sum of six hundred guilders and to proceed against him according to law before the qualified judges, namely before the hon. lords, the lords of the province of Gelderland, to definite sentence, to execute or waive the same as he shall deem appropriate, to issue quittance for the receipt of the aforesaid money, and in said matter to act as if the appointer himself were present; promising to accept everything which the attorney shall have done in the matter, without exception of any privileges or actions, upon [122] pledge of his person and estate, personal and real, present and future, submitting the same to all laws and judges. Done in Fort Orange the 28th of July 1657 in the presence of Evert Heedeman and Johannes Provoost.

As witnesses                      Francoos Boon  
     Eberhardt Hedeman  
     Johannes Provoost, witness

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[POWER OF ATTORNEY FROM JAN LABITE TO REYNDERT HOORN]

There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, commissary at Fort Orange and the village of Beverwijck, Jan Labite, who declares that he has appointed and empowered, as he hereby does appoint and empower, Reyndert Hoorn, in his name and on his behalf, to claim and demand from the hon. lord director general of New Netherland, payment of the sum of three hundred sixty-three guilders, seventeen st[ivers] and thirteen pennies, earned by the appointer from the hon. West India Company, as appears by his settlement; to issue quittance for receipt and in this matter to act as if the appointer himself were present, promising to accept everything which the attorney [123] shall have done in this matter, upon pledge of

his person and estate, personal and real, submitting the same to all laws and judges.

Done in Fort Orange, the 30th of July 1657, in the presence of Teunis Tempelier and Johannes Provoost.

Jan Labatie  
Thuenes Pietersen Tempel  
Johannes Provoost, witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[POWER OF ATTORNEY FROM TEUNIS PIETERSEN TEMPELIER  
TO PHILIP PIETERSEN AND JAN MANGELSEN]

There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, commissary at Fort Orange and the village of Beverwijck, Teunis Pietersen Tempelier, who declares that he has appointed, as he hereby does appoint and empower, the honorable Philip Pietersen and Jan Mangelsen, in his name and on his behalf to claim and demand all the debts which are due him according to his account book, to issue quittance for the receipts therein and to act in the matter as if the appointer himself were present, promising to accept everything that the attorneys shall have done in this matter [124] upon pledge of his person and estate, personal and real, submitting the same to all laws and judges.

Done in Fort Orange, the 30th of July 1657, in the presence of Lowus Cobussen and Johannes Provoost.

Thunes Pietersen Tempel  
Ludovicus Cobes  
Johannes Provoost witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.


[PRENUPTIAL AGREEMENT BETWEEN GOOSSEN  
GERRITSEN AND ANNETIEN LIEVENS]

[125] In the name of the Lord, Amen. Be it known by the contents of this present instrument, that in the year of our Lord Jesus Christ, sixteen hundred fifty-seven on the thirtieth day of the month of July, there appeared before me, Johannes La Montagne, commissary in the service of the General Chartered West India Company at Fort Orange and the village of Beverwijck and dependencies thereof, in the presence of the witnesses named below, the honorable Goossen Gerritsen, widower of Gerritie Brants, bridegroom on the one side, and Annetien Lievens, daughter of Lievens Janssen, bride on the other side, who declare that, for the honor of God, they are resolved upon a future marriage, and before the bands of the same, have willingly made the following contract:

First that the aforesaid betrothed, for the maintenance of this marriage, shall mutually bestow and bring together all their goods and effects, however much, of whatever kind and nature, in whatever place, and with whatever persons the same may lie outstanding and remaining; none of those effects excepted, which they each at present possess and which is equitable to be possessed in common by them, according to the laws of Holland; except that on the part of the bridegroom, there shall be reserved six thousand guilders for his four children left by Gerritie Brants, his late wife, to wit: Geertien Goossen, Gerrit Goossen, Sybrant Goossen and Antony Goossen, [126] for their respective portion on account of their late mother, which sum shall remain in common or in the hands respectively of the bridegroom and bride, until the time that each of said children comes to competent age or the marriage state, at which time, to each one of the same shall be given his respective portion, without fee or interest; there is also excepted all the clothing and jewels of Gerritie Brant, his late wife, which she in her lifetime gave to Geertjen Goossen, his oldest daughter, which [items] or the value of them, shall be given to her at her majority or marriage; provided that the other three children each for himself enjoy that which the aforesaid clothing and jewels shall be estimated by two impartial persons, which portion shall be taken from the aforesaid sum of six thousand guilders. Also, that the aforesaid children shall be brought up and maintained in food and clothing until their majority or marriage, without lessening their martimonial estate, using only the income of the aforesaid sum of six thousand guilders; which marriage and conditions the said bridegroom and bride promise to keep without craft or guile, upon pledge of their persons and [127] estates, personal and real, and submitting the same to all laws and judges.



Done in the village of Beverwijck as above, in the presence of Philip Pietersen and Johannes Provoost.

This is the mark  of Goossen Gerritsen  
Annetge Lievens  
Philip Pieterse Schuyler  
Johannes Provoost, witness

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[POWER OF ATTORNEY FROM CLAES HENDRICKSZ  
TO JAN VERBEECK AND HENDERICK ANDERIESZ]

There appeared before me, Johannes de La Montagne, commissary in the service of the General Chartered West India Company at Fort Orange the village of Beverwijck etc., the hon. Claes Hendricksz, who declares that he has appointed, as he hereby does appoint, as attorneys the hon. Jan Verbeeck and Henderick Anderiesz, in order to direct in his absence, together with his wife Cornelia Fredericksz, all his affairs here, to receive debts and to issue quittance of the same, to pay debts from his effects, to issue transfers according to law and to act in all his affairs as if he himself were present, promising to accept all that the said attorneys, together with his said wife, shall have done, upon pledge of his person and estate, personal and real, present and future, submitting the same [128] to all laws and judges.

Done in Fort Orange in the presence of Zacharias Sickelsz: and Evert Edeman, witnesses called thereto, the 3d of August 1657.

Claes Hendryksen  
Zacharyas Seckels  
Eberhardt Hedemann

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.


[AGREEMENT BETWEEN HARMEN JACOBSEN  
AND HENDERICK BIERMAN]\*


On this date, the 6th of August 1657, Harmen Jacobsen and Henderick Bierman have come to an agreement about the burgers' excise of beer and wine, whereupon the aforesaid Harmen Jacobsen, as farmer, conveys the same in its entirety to the aforesaid Henderick Bierman and that for the sum of six hundred guilders in two installments, the first immediately, to wit: four hundred guilders, to be delivered to Rutger Jacobsen, and the other two hundred guilders when the time of the farming is due, whereupon Claes Hendericksz and Arent vanden Bergh, both sureties of the aforesaid Harmen Jacobsen, are released from their pledge of surety and again as sureties in the place of the aforesaid Marselus Janssen. . .

[AGREEMENT BETWEEN HARMEN JACOBSEN  
AND HENDERICK BIERMAN]

[129] On this date, the 6th of August 1657, Harmen Jacobsen and Henderick Bierman have come to an agreement about the burgers' excise of beer and wine, whereupon Harmen Jacobsen, as farmer, transports the same in its entirety to the above mentioned Henderick Bierman and that for the sum of six hundred guilders to be paid in two payments, the first, four hundred guilders, to be paid within eight days from the date hereof to Rut Jacobsen and the other two hundred guilders when the time of the farming is due, for which aforesaid sum of six hundred guilders, Marcelus Janssen and Henderick Driessen stood as sureties, upon pledge of their persons and estates, personal and real.

Done in the village of Beverwijck as above, in the presence of Claes Hendericksz and Willem Fredericksz.

Harmen Jacobs  
This is the mark of  Henderick Bierman  
Marcelijs Janssen  
Hendrick Andriesen

As witness Claes Hendrycksen  
This is the mark of  Willem Fredericksz, witness

\* Canceled in the original.

Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[CONVEYANCE OF HARMEN JACOBSEN'S YACHT  
TO RUTGER JACOBSEN]

[130] There appeared before me, Johannes La Montagne, commissary in the service of the general Chartered West India Company at Fort Orange and the village of Beverwijck etc., Harmen Jacobsen, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of the honorable Rutger Jacobsen, burger and resident of the aforesaid village, his yacht named *den Eyckenboom*, just as it presently lies in the roadstead, ready to sail with its appurtenances, for the sum of eighteen hundred guilders, for which sum the aforementioned Harmen Jacobsen had bought the same yacht from said Rutger Jacobsen and, by lack of payments, has had to reconvey the same yacht hereby, yielding hereby all claims that he might have had upon the same yacht, upon pledge of his person and estate, personal and real.

Done in Fort Orange, the 10th of August 1657, in the presence of Willem Martensen and Johannes Provoost.

Harmen Jacobs  
Willem Martensz Hues  
Johannes Provoost, witness



Acknowledged before me,  
La Montagne, commissary  
at Fort Orange.

[PRENUPTIAL AGREEMENT BETWEEN ROELOFF  
SWARTWOUT AND EVA ALBERTSEN]

[131] In the name of the Lord, Amen. Be it known by the contents of this present instrument, that in the year sixteen hundred and fifty-seven on the thirteenth day of the month of August, there appeared before me, Johannes Lamontagne, commissary in the service of the General Char-

tered West India Company at Fort Orange and the village of Beverwijck, Roeloff Swartwout, in the presence of his father Tomas Swartwout, of the one side, and Eva Albertsen, widow of the late Anthonij de Hooges, in the presence of Albert Anderiessen her father, of the other side, who in the following manner have stipulated this marriage contract, to wit, that for the honor of God, the said Roeloff Swartwout and Eva Albertsen, after the manner of the Reformed religion here respectively held by them shall marry. Secondly, that the said married people shall contribute and bring together all their estates, personal and real, of whatsoever nature they may be, to be used by them in common, according to the laws of Holland, except that the bride, Eva Albertse, in presence of the orphan masters recently chosen here, to wit, the hon. Jan Verbeeck and Evert Wendels, reserves for the children of her and the late Antonij de Hoges each of them one hundred guilders, to wit, for Maricken, Anneken, Catrina, Johannes, Eleonora de Hoges, for which sum of hundred guilders for each child respectively, she, Eva Alberts, mortgages her house and lot, lying here in the village of Beverwijck. It was also stipulated, by these presents, by mutual consent [132] of the aforewritten betrothed, that Barent Albertsen and Teunis Slingerlant, brother and brother-in-law of the said Eva Albertse, and uncles of the said children, shall be guardians of said children, to which the aforesaid orphan masters have consented; which above-written contract the respective parties promise to accept, upon pledge of their persons and estates, personal and real, present and future, submitting the same to all laws and judges.

Done in Fort Orange as above, in the presence of Pieter Jacobsen and Johannes Provoost, witnesses called thereto.

Rocloff Swartwout  
 This is the mark  of Eva Albertse  
 Thomas Swartwout  
 Alert Aendriessen  
 Jan Verbeeck  
 Evert Wendel  
 Tuenis Cornelis  
 Johannes Provoost, witness  
 This is the mark  of Pieter Jacobsz:

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

## [CONDITIONS FOR THE SALE OF JAN ROELOFFSE'S HOUSE AND LOT]

[133] Conditions and terms upon which Jan Roeloffse proposes to sell at public auction his house with the whole lot located at the hill according to the patent thereof.

First, the house shall be delivered to the buyer with all permanent fixtures, with the whole lot, twenty rods long and in breadth to the east five rods one foot or 2 exclusive; to the west the hill seven and a half rods wide.

Delivery of the aforesaid house and lot shall take place on the first of October of this year 1657.


Payment shall be made in two installments, the first payment upon delivery of the house and the second payment on the first of August 1658 and that in whole merchantable beavers.

The buyer is obligated to provide two sufficient sureties, individually and severally, to the satisfaction of the seller and to do so immediately. If the buyer cannot furnish sufficient sureties immediately, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obliged to make good, and if it brings more, he will derive no profit therefrom.

The auctions fees are charged to the buyer.

After much bidding Cornelis Segersen remained the final bidder for the sum [134] of two thousand, twenty-one guilders according to the aforesaid conditions, whereupon the aforesaid Cornelis Segersen bought the said house on the condition that Jan Roelofsen shall take his horse named the Kolletie, for the sum of four hundred guilders, as a deduction from the first payment, and which horse the buyer shall deliver to the seller, upon delivery of the house, for which sum of two thousand, twenty-one guilders the honorable Jacob Schermerhoorn and Francoys Boon stood as his sureties, upon pledge of their persons and estates, personal and real.

Done in the village of Beverwijck, the 20th of August 1657, in the presence of Lowes Cobussen and Johannes Provoost.

This is the  mark of  
 Cornelis Segersen, placed with his own hand  
 Jacob Janssen Schermerhooren  
 Francoys Boon  
 Ludovicus Cobes, as witness  
 Johannes Provoost, witness

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[PURCHASE AGREEMENT OF JAN ROELOFFSEN'S  
 GARDEN BY HARMEN JACOBSEN]

[135] On this date, the undersigned Harmen Jacobsen, who was final bidder at public auction for a garden located behind Fort Orange belonging to Jan Roeloffsen, is to pay in two payments, the first on the first of January 1658 and the second payment on the first of May 1658; upon the first payment the garden shall be delivered to the aforementioned Harmen Jacobsen and that for the sum of one hundred thirty-eight guilders, whereupon Pieter Jellesen Metselaer stood surety for the final payment, upon pledge of his person and estate, personal and real.

Done in the village of Beverwijck, the 20th of August 1657 in the presence of Lowes Cobussen and Johannes Provoost.

Harmen Jacobs  
 Pieter Jellesz Meselaer  
 Ludovicus Cobes

Acknowledged before me,  
 La Montagne, commissary  
 at Fort Orange.

[CONVEYANCE OF A GARDEN FROM HARMEN  
 BASTIAENSEN TO WILLEM HOFMEYER]

[136] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, vice director and com-

missary at Fort Orange and the village of Beverwijck etc., in the presence of the honorable Jacob Schermerhoorn and Abraham Staets, magistrates of the same court, Harmen Bastiaensen, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of Willem Hofmeyer, his heirs or assigns, a garden bounded on the south side by Henderick Janssen Westercamp, east, west and to the north a common road, length six rods ten feet, breadth six rods and one food, which garden is a part of the patent of Jan Tomassen, granted to him by the director general and council of New Netherland dated the 23d of April 1650, for the sum of two hundred and sixty guilders in good, merchantable sewant, to be paid immediately, the grantor promising to free the aforesaid garden from all claims or demands, upon pledge of his person and estate, personal and real, submitting the same to all laws and judges. Done in Fort Orange the 28th of August 1657.

Harmen Bastiaens  
 Willem Hoffmeyer  
 Jacob Jansen Schermerhoorn

Acknowledged before,  
 Abram Staas

[CONVEYANCE OF A GARDEN FROM CHRISTOPHEL  
 DAVIDSZ TO JAN THEUNISZ]

[137] There appeared before me, Johannes La Montagne, in the service of the General Chartered West India Company, commissary at Fort Orange and the village of Beverwijck etc., in the presence of Jacob Schermerhoorn and Philippe Pietersz Schuller, Christophle Davidsz, burger and resident of the village of Beverwijck, who declares that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, for the benefit of Jan Theunisz, also resident of the same village, his heirs or assigns, a certain garden located in the said village of Beverwijck next to lord Renselaer on the river's edge, length on the west side and along the road eight rods and one foot, on the east along the river eight rods and one foot, to the north on the lot of Gossen Gerardtsz six rods wide, on the south side three and a half rods wide, which garden he has received by deed from Frans Barentse Pastor dated the 6th of July 1657, for the sum of three hundred and fifty guilders, of

which sum the said Christophle Davids acknowledges to have had satisfaction, promising to free the said garden from all claims and demands which could be against the said garden, upon pledge of his person and estate, personal and real, present and future, submitting the same to all laws and judges.

Done in Fort Orange the 7th day of September 1657.

This is the **CD** mark of Christophle Davids  
Jacob Jansen Schermerhooren  
Philip Pietersen

Acknowledged by me,  
[*left blank*]

[CONDITIONS FOR THE SALE OF CORNELIS VOS'S  
NEW HOUSE AND LOT AT PUBLIC AUCTION]\*

[138] Conditions and terms on which Cornelis Vos proposes to sell at public auction his new house and lot, located in the village of Beverwijk.

First, the house shall be delivered to the buyer, with all permanent fixtures, nineteen feet and four inches wide in front on the street and eighteen feet wide in the rear, twenty-five feet long, with a lot behind of sixty-five feet in length, fourteen feet wide, stretching from the kil to the breadth of the house, so that the lot is nineteen feet four inches wide in front on the street, and behind and on the bank of the kil fourteen feet wide.

Delivery shall occur on the first of July of this year 1657.

Payment shall be made in whole merchantable beavers in two payments, the first upon delivery of the house, and the second or last payment on the first of August 1659.

The buyer is obligated to provide two sufficient sureties, individually and severally as principals, to the satisfaction of the seller and to do so

\* This document is incomplete and was never executed.



within twenty-four hours. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obligated to make good, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

[CONDITIONS FOR SALE OF CORNELIS VOS'S  
OLD HOUSE AT PUBLIC AUCTION]\*

[139] Conditions and terms on which Cornelis Voss proposes to sell at public auction his old house where he presently resides, with the lot.

First the house shall be delivered to the buyer as it is presently inhabited by the seller, with all permanent fixtures, except the hanging sign board. The aforesaid house is twenty-one and a half feet wide, twenty-five feet long, with the lot twenty-five and a half feet wide, the lot is four feet wider than the house in order to have an access path; the whole lot with the house is one hundred and four feet long.

[140] Delivery shall take place on the last of May 1658, the payment in three payments in good, whole, merchantable beavers; the first payment upon delivery of the house; the second on the first of July 1658 and the third payment the last of August 1658.

The buyer is obligated to provide two sufficient sureties, individually and severally as principals, to the satisfaction of the seller and to do so within twenty-four hours, and in case the buyer shall fail therein from the aforesaid sureties, it will be reauctioned at his costs and charges, and whatever it falls short, he will be obligated to make good the same, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

\* This document was never completed or executed.

[CONDITIONS FOR THE SALE OF JACOB KIP'S HOUSE  
AND LOT AT PUBLIC AUCTION]\*

[141] Conditions and terms upon which Jacob Kip proposes to sell in public and to the highest bidder, his house, kitchen, chicken coop or pig pen, and lot, located in the city of Amsterdam opposite the residence of the honorable Oloff Stevensen, just as the same is occupied by him; the house being thirty-two feet long, twenty feet wide, enclosed with planks and glazed pantile roof, a garret and floored cellar laid up 3, 4 or 5 feet with [field] stone and a brick chimney in the front part of the house, with a shop, the partition wall of brick, the inner room laid up with brick all around, bedstead, office and larder built in; besides the aforesaid house, a kitchen of eight or nine feet width and seventeen or eighteen feet length on the side, with a brick chimney, bedstead, garret and otherwise so constructed and used by him. In addition a hen coop or pig pen behind and the area paved with brick and an apple tree therein, also a common passageway on the west side of the house, six feet wide and a common well and whatever else is thereon and permanently fixed except for andirons and hearth stone.

Payment shall be made in good, whole, merchantable beavers at eight guilders apiece and half in good, merchantable sewant in two installments, to wit, the one half within fourteen days after the date of this, and the other half the next coming first of May 1658.

Delivery of the said house and lot shall take place at the said city of Amsterdam as soon as the buyer shall wish, but the seller shall maintain residence until the first of next coming May 1658.

The buyer is obligated, [142] before the promised sale, to furnish promptly two sufficient sureties for the payment, individually and severally as principals, to the satisfaction of the seller, and in case the buyer cannot furnish sufficient sureties, it will be reauctioned at his costs and charges; and if it falls short, he will be obligated to pay this [shortfall], and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

\* This document was never completed or executed.

## [CONDITIONS FOR FARMING OUT THE BEER EXCISE]

[143] Conditions on which the lord commissary and magistrates of Fort Orange and the village of Beverwijck want to farm out, to the highest bidder, the burger wine and beer excise for the period of one year.

The farming, as well as the duties, shall begin on the first of November 1657 and end on the last of October 1658 according to the ordinances of our fatherland.

The farmer [of the excise] shall receive for a ton of good beer one daelder for a ton of small beer ten stivers  
for a hogshead of French wine six guilders  
for an ancker of brandy, Spanish wine or spirits two guilders.

The farmer [of the excise] is obligated to furnish two sufficient sureties, individually and severally, as principals to the satisfaction of those who farm out the excise; in order to pay the aforesaid farmer's excise every quarter, a fourth part of the whole sum. In case the farmer shall fail in the aforesaid sureties, then it will be reauctioned at his costs and charges; and all that it falls short, he will be obligated to make good, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

After much bidding Marcelus Janssen remained the final bidder for the sum of two thousand, one hundred and fifteen guilders, according to the aforewritten conditions; and Andries Herbetsen and Jan van Aken stood surety as principals upon pledge of their persons and estates, personal and real.

Done in the village of Beverwijck the 5th of October 1657.

Marcelijs Janssen

Andries Herbets

This is the mark of  Jan van Aecken

## [CONDITIONS FOR FARMING OUT THE SLAUGHTER EXCISE]


[144] Conditions upon which the lord commissary and magistrates of Fort

Orange and the village of Beverwijck, want to farm out, to the highest bidder, the slaughter excise for the period of one year.

The farming of the aforesaid slaughter excise will begin on the first of October of this year 1657 and end on the last of September 1658. The farmer shall receive for slaughtered animals, that is to say, ox, cow, bull, calf, hog, goat and sheep, a stuiver for every guilder of the value of the same, in case of dispute, to be valued by impartial persons. The farmer is obligated to furnish, to the satisfaction of the farming supervisors, two sufficient sureties for the excise money and every quarter year to pay a just fourth part of the excise; and if the farmer cannot provide sufficient sureties, it will be reauctioned at his costs and charges; and all that it falls short, he will be obligated to make good, and if it brings more, he will derive no profit therefrom.

After much bidding Marcellus Janssen remained the final bidder for the sum of seven hundred and twelve guilders, [145] according to the aforesaid conditions; and as sureties for the aforesaid sum Anderies Herbetsen and Jan van Aecken, upon pledge of their persons and estates, personal and real.

Done in the village of Beverwijck, the 5th of October 1657, in the presence of Lodovicus Cobussen.

Marcelijs Janssen  
 Anderies Herbets  
 This is the mark of  Jan van Aecken  
 Ludovicus Cobes, as witness  
 Johannes Provoost, witness

This farming was done in the presence of the Vice Director J. Lamontagne and Jacob Schermerhoorn, Philip Pietersen Schuyler, Jan Thomasen, Goossen Gerritsen and Adriaen Gerritsen, magistrates, the 5th of October 1657.

La Montagne, vice director of Fort Orange.

Jacob Jansen Schermerhooren  
 Philip Pietersen Schuyler  
 Jan Thomasz  
 Adriaen Gerrietsen

[CONDITIONS FOR FARMING OUT THE  
BEER, WINE, AND SPIRITS EXCISE]

[146] Conditions on which the director general and council of New Netherland propose to farm out the excise of beer, wine and spirits consumable by the tapsters in Fort Orange, village of Beverwijck and dependencies thereof.

First, that the farming out as well as the collection of duties be done according to the laudable regulations of our fatherland, and in accordance with the printed ordinance and placards of their honors, the High and Mighty Lords, the States General of the United Netherlands, to that end made (in respect to the matter of finances and subsidies required for the common good) whereof a printed exemplar shall be made available to the honorable commissary and magistrates of this place.

The farming of the excise shall begin on the first of November of this year 1657 and end on the last of October 1658, during which time the farmer, or through himself, may collect and receive, or by his deputy or collector allow to be collected and received, for all wines, beers, or distilled waters by any tapsters, innkeepers or retailers, to be drawn and consumed by the small measure, in Fort Orange, village of Beverwijck, colony of Rencelaerswijck, Katskil, Esopus, and other places, lying between them, or falling within this period, as follows:

For a barrel of domestic brewed beer, 4 guilders

For a barrel of overseas or foreign beer, 6 guilders

[147] For a hogshead of French wine or Rhine wine, sixteen guilders

For an anker of brandy or of distilled waters, malmsey, Spanish or Canary wines, 16 guilders per anker, larger and smaller containers in proportion.

Inasmuch as at the auction or sale two or more persons may make the same bid at the same time, it remains for the honorable contractors to choose according to their liking and approbation, and to grant the excise to one of the bidders at their pleasure, or to reauction the same, if they find it proper to do so.

The farmer is obligated to furnish, to the satisfaction of the honorable contractors, two sufficient sureties for the excise moneys, and each quarter year to pay a just fourth part in sewant currency to the receiver of the director general and council, or to their attorney, and that by order


of the honorable lord director general and council.

In order to prevent any misunderstanding, artifice and fraud, the honorable contractors stipulate and agree that after the expiration of this contract, whenever the farming out shall be renewed, it shall be permitted to the new farmer, immediately, or on the following day, or at the longest within the time of three days, after the new farming, at the place of justice and in the presence of the former farmer, if he wishes [148] to be present, to gauge the remainders of the wines, beers and distilled waters kept by the tapsters, innkeepers or retailers, and given over by them for the new farming, for which wines, beers, or distilled waters held and found two-thirds of the excise received or due, shall be returned and restored by the former farmer to his successor.

The director general and council reserve to themselves the interpretation and amplification of this, and promise the farmer all proper aid and assistance. Thus done and enacted on [*left blank*].

At the public auction and sale of the above farming, Willem Fredericksen Bout was the final bidder for the sum of four thousand two hundred and fifty guilders according to the aforesaid conditions; and as sureties for the aforesaid sum were the honorable Aernoldus van Corlaer and Cornelis Teunissen on behalf of the farmer, pledging their persons and estates, personal and real.

Done in the village of Beverwijck, the 7th of November 1657 in the presence of Lowies Cobus and Johannes Provoost.

This is the mark of  Willem Fredericksen Bout  
A. van Curler  
Cornelus Thonisen Bos  
Ludovicus Cobes  
Johannes Provoost, clerk

[CONDITIONS FOR THE SALE OF JOHANNA DE HULTER'S BRICK KILN]

[149] Conditions and terms on which Madam Johanna de Hulter proposed to sell at public auction her brick kiln as it presently stands.

First, the brick kiln shall be delivered to the buyer, as it presently is fenced in and displayed, in free ownership, provided he shall pay a recognition fee of two guilders yearly to the patroon.

Delivery will take place on the 8th of November 1657.

Payment shall be made in three installments, to wit, the first payment on the first of July 1658, half in good, whole merchantable beavers and the other half in good merchantable sewant; the second payment on the first of July 1659, with half in good, whole, merchantable beavers and the other half in good merchantable sewant; the third payment 1660 the first of July, to be paid in the aforesaid currencies.

The buyer is obligated to furnish two sufficient sureties, and to do so immediately, to the satisfaction of the seller. If the buyer cannot furnish sufficient surety within in the aforesaid time, then it will be reauctioned at his costs and charges, and whatever it falls short, he will be obligated to make good the same, and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

[150] After much bidding, Adriaen Janssen van Ilpendam remained the final bidder for the brick kiln of Madam Johanna de Hulter for the sum of eleven hundred guilders according to the aforesaid conditions, pledging his person and estate, personal and real.

Done in the village of Beverwijck the 7th of November 1657 in the presence of Lodovicus Cobussen and Johannes Provoost.

Adriaen van Ilpendam

At the same time Pieter Loockermans and Cornelis Teunisse Bosch stood as sureties and principals for the person [of Adriaen van Ilpendam] and the aforesaid sum of eleven hundred guilders, pledging their persons and estates, personal and real.

Done as above in the presence of the above written persons.

Cornellus Thonisen Bos  
Pieter Loockermans

## [CONDITIONS FOR THE SALE OF JOHANNA DE HULTER'S PANTILE KILN]

Madam Johanna de Hulter proposes to sell at public auction her pantile kiln according to the previous conditions for the brick kiln, provided that the pantile makers be obligated to work one year at their own costs according to the contract made with the late Hr. Hulter and that they shall earn twenty-five guilders per thousand and each a suit of clothing for the year as a gift.

[151] After much bidding Pieter Meessen remained the final bidder for the pantile kiln for the sum of three thousand, seven hundred and seventeen guilders, according to the aforesaid conditions, pledging his person and estate, personal and real. Done in Beverwijck the 7th of November 1657 in the presence of Lowies Cobussen and Johannes Provoost, for which sum Anderies Herbetsen and Cornelis Woutersen stood surety upon the aforesaid pledge.

Pieter Meesz Vrooman  
 Andries Herbets  
 Cornelis Cornelissen Sterrevelt  
 Ludovicus Cobes                      Johannes Provoost

## [CONDITIONS FOR THE SALE OF JOHANNA DE HULTER'S PASTURE]

Madam Johanna de Hulter proposes to sell at public auction her pasture as it stands within its fence, excepting the garden produce which is therein, and which shall be delivered the 8th of November free and clear; payment as before.

After much bidding Jan Janssen van Otter Spoor remained the final bidder [152] for the pasture of Juffrouw Johanna de Hulter for the sum of eight hundred and eighty guilders, according to the aforesaid conditions, and as sureties for the aforesaid sum [were] Cornelis Teunissen van Slijck and Jurriaen Teunissen, pledging their persons and estates, personal and real. Done in Beverwijck the 7th of November 1657 in the presence of Ludovicus Cobussen and Johannes Provoost.

Jan Jansen  
 Cornlis Anthonse  
 Jurreyan Tunsen



## [CONDITIONS FOR THE SALE OF JOHANNA DE HULTER'S RESIDENCE]

Madam Johanna de Hulter proposes to sell at public auction her residence as it stands within the fence, with a barn barrack\* and a garden which lie within the fence; it shall be delivered to the buyer free and clear on the first of June 1658, and payments according to the conditions as before.

After much bidding, Diderick van Hamel remained the final bidder of the residence of Madam de Hulter for the sum of two thousand, one hundred guilders according to the aforesaid value and as surety for the aforesaid sum [were] the honorable Johan Verbeeck and Adriaen Janssen van Leyden, pledging their persons and estates, personal and real. Done in Fort Orange the 8th of November 1657 in the presence of Lowes Cobus and J. Provoost.

D. V. Hamel  
 Jan Varbeeck  
 Adriaen Jansz van Lijden

[TESTIMONY OF JAN GILLISSEN KOCK CONCERNING  
 AN INCIDENT AT KATSKIL]

[153] There appeared before me, Johannes La Montagne, commissary at Fort Orange and the village of Beverwijck and dependencies thereof, Jan Gillissen Kock, who declares that on the last of the month October, being on the yacht of Evert Pels, he heard that Jan van Breemen was among the farmers in Katskill [looking] for fodder for the cattle, which were in the yacht of the aforesaid Evert Pels, and said that there was no fodder to be had for the cattle, six in number, because the kil was dry; and he had taken two men with him, namely, the farmer from his farm and Gerrit Segersen, in order to drive the cattle over land to Fort Orange, whereupon Trijntie Juriaensen asked the aforesaid Jan van Breemen if there was no fodder anywhere in the country to be had with a wagon? Whereupon he, Jan van Breemen, answered, "Let the devil haul it overland!" Also that he said to Tryntie Jurriaensen, "Should we let the animals die of hunger or should he let them be driven overland to Fort Orange." Whereupon the aforesaid Trijntie Jurriaensen said, "Is there no danger for the animals

\* *Schuyrberch*, a hay barrack with a lean-to enclosure built around the sides about a story high, which could accommodate either animals or humans.

from Indians or otherwise?" Jan van Breemen answered, "I will risk the danger for a guilder," and they brought them out of the yacht and they ran away, so that they were not to be found, which he attests to be true and will confirm the same with an oath, if so required.

Done in Fort Orange, the 7th of November 1657, in the presence of J. Provoost and Nataniel Pietersen.

Before me, Yanielissen Koock  
Johannes Provoost, witness  
Nattaneiel Peterse

[CONDITIONS FOR THE SALE OF A HOUSE  
BELONGING TO JOHANNA DE HULTER]

[154] Madam Johanna de Hulter proposes to sell at public auction the house where Piet Bout dwells, but nothing more than the buildings shall be delivered to the buyer six weeks after the date of payment, according to the aforesaid conditions.

After much bidding, Aernoldus van Corlaer remained the final bidder for the sum of seven hundred and forty guilders according to the aforesaid conditions, and as surety for the aforesaid sum were Johan Dareth and Fredrick Hendericksen, pledging their persons and estates, personal and real. Done in Beverwijck the 7th of November 1657 in the presence of Lowies Cobussen and J. Provoost.

A. van Curler  
Jan Dareth  
Frerick Hendrick

[CONDITIONS FOR THE SALE OF JOHANNA DE HULTER'S  
CART AND HORSE]

[155] Madam de Hulter proposes to sell at public auction her cart with a horse, named Old Cato, and it shall be delivered tomorrow, being the 8th of November, but payment shall take place on the first of July 1658, half in beavers and the other half in merchantable sewant.

After much bidding, Pieter Jacobsen Bosboom remained the final bidder for the sum of two hundred, eighty-four guilders, according to the aforesaid conditions, and as surety for the aforesaid sum were Cornelis Cornelissen van Sterrevelt and Jan Anderiessen de Graeff, pledging their persons and estates, personal and real.

Done in Beverwijck the 7th of November 1657 in the presence of Lowus Cobussen and Johannes Provoost.

Pieter Yacopse Bersboom  
Jan Anderrissen de Graef  
Coernelis Coernelissen Sterrenvelt

[ACKNOWLEDGEMENT OF PAYMENT OF DEBT  
BY EVERT LUYCKASSEN]\*

[156] There appeared before me, J. La Montagne, in the service of the General Chartered West India Company, Commissary at Fort Orange and the village of Beverwijck and dependencies thereof, Evert Luyckassen, who declares and confirms to have received on behalf of David Wessels the sum of four hundred and forty guilders, to wit one hundred and fifty guilders in Holland and the rest, up to the full amount of the same sum of four hundred and forty guilders, he received here this year 1657 from the aforesaid Davidt Wessels one hundred and twenty guilders amounting in its entirety to the sum of five hundred and sixty guilders, for which sum the said Evert Luyassen discharged the aforesaid David Wessels as having completed the same without any further claims.

Done in Fort Orange the 10th of November 1657 in the presence of J. Provoost. . .

[ACKNOWLEDGEMENT OF PAYMENT OF DEBT  
BY EVERT LUYCKASSEN]

There appeared before me, J. La Montagne, in the service of the General Chartered West India Company, commissary at Fort Orange and the village of Beverwijck and dependencies thereof, Evert Luycassen who confirms to have received from and been paid by David Wessels the sum

\* Canceled in the original.

of five hundred and sixty guilders in various payments, namely, in the year 1654 one hundred and fifty guilders and in the year 1657 in the month of August the sum of four hundred and ten guilders, for which sum the aforesaid Evert Luycassen discharges the said Davidt Wessel from all claims or any demands. Done in Fort Orange, the 10th of November 1657, in the presence of Johannes Provoost and Willhem Montagne.

Evert Luckas

[CONVEYANCE OF A HOUSE AND LOT FROM  
JAN ROELOFS TO CORNELIS SEEGERS]

[157] There appeared before me, J. de la Montagne, in the service of the General Chartered West India Company, vice director and commissary of Fort Orange and the village of Beverwijck etc., Jan Roelofs, burger and resident of the village of Beverwijck, who has declared, in the presence of Flip Pietersz Schuyler and Jan Tomasz, magistrates of the court, that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession on behalf of Cornelis Seegers, his heirs or assigns, a certain house and lot located in the village of Beverwijck, twenty rods long and to the east five rods, one or two feet exclusive, to the west at the hill seven and a half rods wide, which length and width was changed by the survey made by the director general and magistrates of this place so that it does not agree with the patent granted thereof; for which house and lot the aforesaid Cornelis Segers has promised to pay, at public auction, the sum of two thousand twenty-one guilders, of which sum the grantor acknowledges to have receive the sum of one thousand forty-two guilders and the remainder of the same sum of two thousand and twenty guilders [158] the aforementioned Cornelis Segers promises to pay in 1658 at the first of August in whole, merchantable beavers, the respective parties pledging, for the maintenance of this contract, their persons and estates, personal and real, present and future, without exception or subterfuge to any regulations or laws, submitting the same to all courts and judges.

Done in the village of Beverwijck, the 10th of December 1657.

C[ornelis] Z[eegers]      Jan Roelofsen  
Jan Thomasz

Acknowledged by me  
La Montagne, commissary  
at Fort Orange.

[CONDITIONS FOR THE SALE OF ALBERT GERRITSEN'S HOUSE]\*

[160] Conditions and terms on which Albert Gerritsen proposes to sell at public auction his house located in the village of Beverwijck.

First the house shall be delivered to the buyer from the said Albert Gerritsen, bordering on the north side Gerrit Bancke[rs] house, on the south side his own house where Jan van Eeckelen dwells, width behind and [in front] twenty board feet with a lot ninety-four feet long and twenty board feet wide, with a bakery, which house and lot shall be delivered with all permanent fixtures on the 10th of May 1658.

Payment shall be made in good, whole, merchantable beavers in two installment, the first payment on the last of June 1658; the last or second payment the same year 1658 on the first of September.

The buyer is obligated to furnish two sufficient sureties and to do so immediately [to the] satisfaction of the seller or within the space of twenty-four hours. If the buyer cannot furnish sufficient surety within the aforesaid time, then it shall be reauctioned at his costs and charge; and whatever less it brings, he shall be obligated to make good and if it brings more, he will derive no profit therefrom.

[159] The auction fees are charged to the buyer.

After much bidding Jan van Eeckelen remained the final bidder for the sum [of] one thousand four hundred and seven guilders, for which sum Leendert Philipsen and Tomas Poulussen stood surety, each as principal, upon pledge of his person and estate, personal and real.

Done in the village of Beverwijck the 17th of December 1657 in the presence of Lowus Cobus and Johannes Provoost.

\* This page was reversed when the original Dutch volume was rebound in the nineteenth century. Other loose pages were also incorrectly added at this time.

Yan Jansen van Eeckel  
 Thomas Poal[s]  
 Leendert Phijle

[CONDITIONS FOR THE SALE OF ALBERT  
 GERRITSEN'S HOUSE AND LOT]\*

Conditions and terms upon which Albert Ger-  
 ritsen proposes to sell at public auction, his  
 house and lot located in the village of Bever-  
 wijck.

First the house shall be delivered to the buyer, bounded on the south side  
 by Pieter Loopermans, on the north side. . .

[CONDITIONS FOR THE SALE OF CLAES HENDRICKSZ'S LOT]

[161] On this day, the 28th of March 1657,  
 Claes Hendricksz as seller, Jan Vinhagen and  
 Barent Reyndersz as buyers covenant and  
 agree on the sale of a certain lot, upon condi-  
 tions as follows:

First, the seller shall deliver the lot, in width and length, on the same  
 conditions as he, Claes Hendricksz, purchased the aforementioned lot from  
 Rutger Jacopsz at the house of Hendrick Joghemsz, located next to the  
 house of the aforementioned Rugtger Jacopsz. The aforesaid buyers shall  
 pay for the aforesaid lot five hundred twenty-five guilders in good, whole  
 beavers; the payment shall be made, mid-August 1657, without craft or  
 guile. Thus we have signed with our own hands, and have called as  
 witnesses thereto Rem Jansz and Barent Meynders. Done as above in  
 Beverwijck 1657. Was signed,

Claes Hendricksz

Rem Jansz

Jan Vinhaegen

As witnesses, Barent Meynders

Barent Reyndersz

\* The continuation of this document on the recto page has been either misplaced  
 in the nineteenth-century rebinding process or was a loose page and has not survived.

[162] [ *blank* ]

[CONDITIONS FOR THE SALE OF ALBERT GERRITSEN'S GARDEN]\*

[163] If the buyer cannot furnish sufficient surety within the aforesaid time, then it shall be reauctioned at his costs and charge; and whatever less it brings, shall be obligated to make good and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

Jan Roeloffsen remained the final bidder for the garden of Albert Gerritsen for the sum of one hundred and twenty guilders according to the aforesaid conditions, and Willem Brouwer stood surety for the aforesaid sum, pledging his person and estate, personal and real. Done in the village of Beverwijck, the 17th of December 1657 in the presence of Lowies Cobus and J. Provoost.

Jan Roelofsen  
Willem Brouwer

[CONDITIONS FOR THE SALE OF CORNELIS  
CORNELISSEN'S HOUSE AND LOT]

[164] Conditions and terms upon which Cornelis Cornelissen proposes to sell at public auction his house and lot located in the village of Beverwijck.

First the house shall be delivered to the buyer as it stands with all permanent fixtures, with the chimney and garret therein, with a lot 4 ½ rods [by] 4 rods with a garden.

Delivery shall take place within the space of eight days from this date. On the 18th of December 1657 the aforesaid house and lot was delivered to Tomas Poulussen.

\* The preceding page containing the initial paragraphs of this entry has been lost.

Payment shall be made in three installments, the first on the first of May 1658 in good, whole merchantable beavers; the second payment on the first of August 1658 in good, whole, merchantable beavers, and the third or last payment on the first of February 1659 in good, merchantable sewant.

The buyer is obligated to furnish two sufficient sureties and to do so immediately or within the space of 24 hours to the satisfaction of the seller. If the buyer cannot furnish sufficient surety within the aforesaid time, then it shall be reauctioned at his costs and charge; and whatever less it brings, he shall be obligated to make good, [165] and if it brings more, he will derive no profit therefrom.

The auction fees are charged to the buyer.

After much bidding Tomas Poulussen remained the final bidder for the sum of seven hundred and eight guilders, according to the aforesaid conditions and Sander Leendersen and Pieter Loockermans stood as sureties for the aforesaid sum, upon pledge of their persons and estates, personal and real, submitting the same to all laws and judges. Done in the village of Beverwijck, the 18th of December 1657 in the presence of Henderick Jochimsen and Johannes Provoost.

Thomas Powel[s]  
Sander Lenrsen  
Pieter Loockermans

Acknowledged, Hendrick Joghemsz  
Johannes Provoost, wit[nesses]

[CONDITIONS FOR THE SALE OF TEUNIS TEUNISSEN  
METSELAER'S HOUSE AND LOT]

Conditions and terms upon which Teunis Teunissen Metselaer proposes to sell at public auction his house and lot located in the village of Beverwijck.

First the aforesaid house shall be delivered to the buyer with all permanent fixtures, with the lot, in length from one street to the other and



fifty-three feet wide in front of the house and in the rear six[ty] feet wide.

[166] Delivery will take place on the first of May 1658.

Payment will be made in 3 installments, the first upon delivery in good, merchantable sewant; the second payment on the following first of July next year in good, whole, merchantable beavers; the third payment on the first of July 1659 in good, whole merchantable beavers.

The buyer is obligated to furnish two sufficient sureties and to do so immediately or else within the space of 24 hours to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it shall be reauctioned at his costs and charge; and whatever less it brings, he shall be obligated to make good and whatever more it brings, he will derive no profit therefrom. The auction fees are charged to the buyer.

After much bidding, Anderies Herbetsen remained the final bidder for the sum of one thousand, two hundred and four guilders according to the aforesaid conditions; and the Honorable Philip Pietersen and Philip Hendericksen stood as sureties and principals for the aforesaid sum upon pledge of their persons and estates, personal and real.

Done in Beverwijck the 17th of December 1657 in the presence of Lowies Cobus and J. Provoost.

Andries Herbets  
Philip Pietersen  
Flip Henricksen

[CONDITIONS FOR THE SALE OF JAN VAN HOESUM'S HOUSE]

[167] Conditions and terms upon which Marcelus Janssen proposes to sell at public auction to the highest bidder the house of Jan van Hoesem located at the hill.

First, the house shall be delivered to the buyer as it stands with all permanent fixtures with a lot of ten rods length and four rods width.

Delivery shall be made tomorrow, being the 18th of this current month of December.

Payment shall be made in two installments, the first on the first of May 1658 in good, merchantable sewant; the second payment on the first of July 1658 in good, whole merchantable beavers.

The buyer is obligated to furnish two sufficient sureties and to do so within the space of 24 hours to the satisfaction of the seller. If the buyer cannot furnish sufficient sureties within the aforesaid time, then it shall be reauctioned at his costs and charge; and whatever less it brings, he shall be obligated to make good and whatever more it brings, he will derive no profit therefrom. The auction fees are charged to the buyer.

Not sold.

[CONDITIONS FOR THE SALE OF JAN ANDERIESSSEN'S HORSE]

[168] Conditions and terms upon which Jan Anderiessen proposes to sell at public auction his horse and to deliver it immediately and to be paid on the first of August 1658 in good whole merchantable beavers. The buyer shall be obligated to furnish two sufficient sureties and to do so immediately to the satisfaction of the seller. The auction fees are charged to the buyer.

After much bidding, Jan Roelofsen remained the final bidder for the sum of one hundred ninety-four guilders, according to the aforesaid conditions; and Pieter Loockermans Junior and Geurt Hendericksz stood as sureties for the aforesaid sum, pledging their persons and estates, personal and real.

Done in Beverwijck the 17th of December 1657.

Jan Roelofsen  
 Pieter Loockermans  
 Geuert Henydrick[ ]

[CONVEYANCE OF A HOUSE AND LOT FROM  
ADRIAEN GERRITSEN TO JAN CLOET]\*

[169] There appeared before me, Johannes Provoost, clerk of the court of Albany, and in the presence of the honorable Jan Verbeeck, Jacob Schermerhoorn, magistrates of the same court, the honorable Adriaen Gerritsen, who declares to have granted and conveyed, as he hereby does grant and convey, to and for the benefit of Jan Cloet, his heirs or assigns, a house and lot located in the village of Beverwijck, at the hill, to the north the street, and to the south Jan Hendericksz van Bael, to the east Jan Tomassen, to the west Wouter Albertsen, of such size as it lies enclosed within its fence, which he does by virtue of a conveyance given him by Sander Leendersen; and the grantor acknowledges that he has been paid and satisfied for the purchase and delivery of these premises with the sum of six hundred and thirty guilders in beavers; wherefore he promises to free the aforesaid house and lot from all actions, claims and demands, which hereafter may come against the same; pledging his person and estate, personal and real, present and future, nothing excepted, and making himself subject to all laws and judges.

Done in Albany the 12/22 November 1664.

Adriaen Gerretsen  
Jan Verbeeck  
Jacob Schermerhooren

[170] [blank]

[CONDITIONS FOR THE SALE OF HORSES AND CATTLE BY  
THE CURATORS OF JAN ANDRIESEN'S ESTATE]

[171] Conditions and terms upon which the curators of the estate of the late Jan Andriessen de Iersman,† in the presence of the honorable magistrates, propose to sell, at public auction to the highest bidder, several horses and animals; for which payment shall be made in beavers

\* After a hiatus of nearly seven years notarial records are once again kept in this book. Note that use of this record book coincides with the transition to English rule. Although the English calendar is employed, the records continue in Dutch.

† Jan Andriessen, the Irishman, was found dead in his house, which had been burned by Indians.

or sewant at 24 per beaver, or grain at beaver's price; and that within the space of six weeks from the date hereof; and it is hereby expressly stipulated that no one shall be able to purchase by deducting moneys which may be owed him by the late Jantie de Iersman, but shall deliver the purchase money into the hands of Johannes Provoost and wait then for a pro rata distribution.

The buyer is obligated to furnish sufficient sureties as principals, for securing the purchase moneys. In paying as aforesaid, the auction fees are charged to the buyer. On the 28th of November 1664 in Albany.

As sureties these  
underwritten persons:

[Sureties] Lucas Gerrytts

Luycas Gerritsen                      Pieter Adriaens, a mare                      *f* 65:--

Cornelus Tonisen Bos

Daniel Ringhaut                      Pieter Bronck, a mare colt                      *f*115:--

Thomas Powell

This is            the mark            David Maries, a mare                      *f*150:--  
of Jan Bricker made            (Paid on this *f*48 in sewant;  
with his own hand.            also paid 14 schepels of wheat.)

Jochem Backer

This is Jochim Backer\*            Evert Luycassen, a stallion                      *f* 62:--

Jacob Schermerhooren            Cornelis Segersen, the elder, a cow                      *f* 75:--

Also Cornelis Segersen, the elder,  
a heifer    *f* 90:--

Reauctioned and purchased  
by Jan Kloet

Jan Heindrick Bruyn            Jan Cloet, a heifer                      *f* 84:--  
*f*641:--

\* In the original the first letter of Evert is written partly over Backer; this note was inserted as a clarification.

[172] Carried over from the reverse side f641:--

Anthony Jansz	The lord Jeremias van Rensselaer, a young black bull	<i>f</i> 40:--
	Also a red, white-faced bull	<i>f</i> 55:--

Jacob Tijssen Adriaen van Ipendam	Paulus Martensen, an old cow for	<i>f</i> 32:--
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Dawet Schuler	Hans Carelsen, an old gelding	<i>f</i> 36:--
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Adriaen van Ipendam Jacob Lokermans	Jacob Tijssen vander Heyden, a young heifer	<i>f</i> 75:--
--	--	----------------

As surety Johannes Clute	Jan Hendricksz Bruyn, a heifer of two years that is at present at Betlehem, bought for	<i>f</i> 52:--
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As surety Daniel Ringhaut	Jacob Loockermans, an ox, also bought in its present state, three years old,	<i>f</i> 49:--
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Claes Jansz	Eldert Gerbertsen, a bull calf, six months old, presently at Pieter Broncx's, where he is to receive it	<i>f</i> 10:--
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Paid	Gerrit Bancker, a calf of three months, pres- ently at Pieter Broncx', where he has to receive it	<u><i>f</i> 7:--</u> <i>f</i> 937:--
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On the 9th of January old style, sold at the house of Pieter Bronck to Frans Pietersz a copper kettle of the late Jantie de Iersman for *f*12: in sawant.

[CONVEYANCE OF THE HOUSE AND LOT OF JAN TOMASSEN  
AND GERRIT BANCKER TO PIETER CLAERBOUT]

[173] There appeared before me, Johannes Provoost, clerk of the court of Albany and in the presence of Gerrit Slichtenhorst and Jacob Schermerhoorn, magistrates of the same court, Jan Tomassen and Gerrit Bancker,

residents of the village of Albany, who declare to have granted and conveyed, as they hereby do grant and convey, in real and actual possession, to and for benefit of Pieter Claerbout, precentor in the church here, his heirs or assigns, a house and lot located in the said village, bordering on the north of the street, to the east Cornelis Teunissen Bos, and to the west Jan van Aecken, width in front on the street two rods one foot six inches, to the east six rods and three feet long, to the north one rod and six feet wide, to the west six rods and three feet long; which house lot the grantor received by conveyance from Rem Janssen Smit dated the 3rd of August 1660; and acknowledges that he was paid and satisfied for the sale and delivery of these premises, wherefore he promises to free the same from all actions, demands or claims, [174] which hereafter may come against the same; pledging his person and estate, personal [and real], present and future, subjecting himself to all laws and judges.

Done in Albany, the 7th of December 1664, new style.

Jan Thomasz  
Gerret Bancken  
Gerrit Slichtenhorst  
Jacob Schermerhooren

Acknowledged before me,  
Johannes Provoost, clerk.

[CONVEYANCE OF A HOUSE AND LOT FROM PIETER CLAERBOUT  
TO RUT ARENTSEN]

There appeared before me, Johannes Provoost clerk of the court of the village of Albany, and in the presence of the honorable Gerrit Slichtenhorst and Jacob Schermerhoorn magistrates of the same court, Pieter Claerbout, resident of the said village, who declares to have granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for the benefit of Rut Arentsen, his heirs or assigns, a house and lot located in the village of aforesaid Albany on the public street, bordering on the north of the said street, to the east the grantor, to the west Jan Coster van Aecken; it is three rods nine feet and ten inches long in front on the street, eleven feet and seven inches wide, to the north seven feet wide; which lot is a part of the conveyance given to him, the

grantor, by Jan Tomassen and Gerrit Bancker dated the 7th of this month; by virtue of which he proves ownership and acknowledges further that he has been paid and satisfied for the sale and delivery of these premises [175] wherefore he promises to free the aforesaid house and lot from all actions, demands or claims, which hereafter may come against them, pledging thereto his person and estate, personal and real, present and future, and subjecting himself to all laws and judges.

Done in Albany, the 17th of December 1664 new style.\*

Pietter Claerboudt  
Gerrit Slichtenhorst  
Jacob Schermerhooren

Acknowledged before me,  
Johannes Provoost, clerk.

[CONDITIONS FOR THE SALE OF WILLEM FREDERICKSZ  
BOUT'S HOUSE AND LOT]†

Conditions and terms upon which Willem Fredericksz Bout proposes to sell at public auction, by virtue of patent, his house and lot located in the village of Albany, previously named Beverwijck, bounded on the south side by Teunis Cornelissen, on the west side by the public street, to the north by the heirs of Jacques Tijssen, to the east by the horsemill of Lord Rensselaer.

The aforesaid house and lot shall be delivered to the buyer in length up to the aforesaid horsemill, leaving two feet of ground (between the two) and in width twenty-nine board feet, in the rear as well as in front, and that free and unencumbered, except the lord's right,‡ in consequence of the aforesaid patent granted to Teunis Cornelissen dated the 23d of April 1652.

\* Note that this is the first reference to Albany after the English takeover in September of 1664.

† This entry was not completed.

‡ The right of the ultimate authority, which here is Governor Richard Nicolls.

[CONDITIONS FOR THE SALE OF WILLEM FREDERICKSZ BOUT'S  
HOUSE AND LOT]

[176] Conditions and terms upon which Willem Fredericksz Bout proposes to sell at public auction to the highest bidder, his house and lot located in the village of Albany, previously named Beverwijck, bounded on the south side by Teunis Cornelis, on the west side by the public street, on the north side by the heirs of Jaques Tijssen, and on the east side by the horsemill of the Lord Jeremias van Rense-laer.

The aforesaid house and lot shall be delivered to the buyer, in length stretching from the front on the street up to [within] two feet of the aforesaid horse mill, and in width twenty-nine wood feet, behind as well as in front, and that free and unencumbered except the lord's right; which is done by virtue of a patent of a larger lot granted to Teuniss Cornelissen, dated the 23d of April 1652; of which aforesaid house and lot the buyer with the last payment shall receive a proper conveyance, and the same shall begin with this date.

Payment shall be made in three installments, the first payment fourteen days after this date, in beavers, or lacking beavers, to pay in good, strung sewant at 24 guilders the beaver; the second payment on the first of August of this year 1665 new style, and the third payment on the first of May 1666, also new style, and in the currency as before.

The buyer is obligated to furnish two sufficient sureties as principals, jointly and severally, and to do so immediately to the satisfaction of the seller. If the buyer cannot furnish the aforesaid sureties within the aforesaid time, then the aforesaid house and [177] lot will be reauctioned at his cost and charge, and whatever less it brings he shall be obligated to make good, and whatever more it brings, he will derive no profit therefrom. Auction fees are charged to the buyer, in payments as before. After offering this property at public sale, one person, Jan Cloet, remained the bidder and buyer of the house and lot of Willem Bout, according to the above-standing conditions, for the sum of three hundred and ninety guilders; for the fulfillment of which Jurriaen Teunissen and Dirck Wessels stood sureties and each as principal, jointly and severally, according to the conditions aforesaid.



Done in Albany, the 2d of January 1665, new style.

Johanes Clute  
Jureyan Tunsen  
Dierk Wesselsz

[SURVEY OF THE LAND BELONGING TO PIETER BRONCK]

[178] On this date, the 9th of January 1665 old style, in the presence of the honorable Jan Verbeeck and Gerrit Slichtenhorst, magistrates of Albany, and in the presence of Johannes Provoost, secretary, Frans Pietersz has measured the tillable or cleared land of Pieter Bronck, which is found to comprise one hundred and seventy-six morgens and one hundred and ten rods; in a like manner the land of the late Jantien de Iersman, which was taken from the land of Pieter Bronck and which he bought from the said Bronck, and [it] is sixty-nine morgens and 345 rods in size, lying in a square 345 rods long and 121 rods wide in the front as well as in the rear; together with a lot for a farm located next to Pieter Bronck where he proposes to build, which to the north is divided by the kil or a flat. Also taken off the above-mentioned land of Pieter Bronck [is] a piece of land, which belongs to Anderies Hanssen, given him by Pieter Bronck and by the late Jantie de Iersman, a part; and is thus measured to the south 54 rods long and to the north 95 rods, to the west 41 rods wide and to the east 58 rods; and was figured at 6 morgens and 100 rods. The calf pasture of Pieter Bronck measured 65 rods, as long and it is wide, being square, and is 7 morgens and 25 rods in size; dated as above.

[CONDITIONS FOR THE DISPOSAL OF DIRCKJEN PIETERSE'S ESTATE]

[179] Conditions: The guardians over the estate left by Dirckjen Pieterse, deceased wife of Cornelis Vos, propose to sell at once at public auction some household goods for which payment shall be made in good strung merchantable sewant, and that within 8 days; and it is stipulated that no one shall purchase by an offset of any debts, as the aforesaid household goods by order of the honorable court are set aside and destined for payment of the funeral expenses. Auction fees are charged to the buyer. Payment as aforesaid, on the 6th of February 1665 in Albany.

Ryckert van Rensselaer, a mirror	f 25:10:-
Also a trammel chain with a pothanger	f 24:-:-
Also 2 andirons	f 27:-:-
Poulus Martens, 2 old kettles	f 10:-:-
Also 2 white earthen bowls and a ditto salt cellar	f 8:10:-
Luycas Pietersen, a club	f 5:-:-
Barent Pietersz Molenaer, a shovel and tongs	f 12:-:-
Johannes Provoost, a chain and also other things	f 12:-:-
Barent Pietersen, a hammer and chopping knife	f 12:-:-
Jan Evertsz, a horn and a knife	f 4:-:-
Lowies Cobus, a spice box, a sponce and others things	f 6:-:-
Anderies de Vos, a bortalmanac* and 2 small paintings	f 4:-:-
Meester Ariaen, 3 pewter table plates and a ½ mutsjen	f 10:-:-
Henderick Rosenboom, 4 trenchers and 3 spoons	f 13:10:-
Cornelis van Dijck, a pewter platter	f 15:-:-
Also one ditto	f 14:10:-
Barent Pietersz, one ditto	f 11:-:-
Daniel Rinckhout, 2 platters, pewter	<u>f 17:10:-</u>
	f231:10:-
[180] Carried forward from the other side	f231:10:-
Hend. Rosenboom, 2 curtains and a valance	f 14:10:-
Poulus Martens, 2 valences	f 8:10:-
Rijcker v. Renselaer, a carpet	f 33:-:-
Lambert van Neck, 2 women's handkerchiefs	f 28:-:-
Jan Evertsz, 2 capes	f 6:-:-
Willem Bout, 2 women's bonnets	f 4:-:-
Adriaen Gerritsz, a church stove	<u>f 5:-:-</u>
	f330:10:-

The persons who have paid on the above-standing sale.

Ryckert v. Renselaer f109:10:-, Jan Evertsen f10:-:-, Lambert van Neck f18:-:-, Adri. Gerritsz f5:-, Adriaen van Ilpendam f10:-, Henderick Rosenboom f28:-, Cornelis van Dijck f29:10, Poulus Martensz f27:-, Lambert van Neck, also f10:-:-, D. Rinckhout f7:10:-

\* A type of almanac displayed on a board suitable for hanging on the wall.

[INVENTORY OF THE ESTATE OF TRIJNTIE JANSSEN]

Inventory of the goods and estate left by  
 Trijntie Janssen, deceased wife of Jan  
 Michielsz, taken the 11/21 February 1665.

A black woolen cloak and a stomacher with a groom gown, being black	f 80:--
A black cloth bodice, a fur coat trimmed with black, and a pr. of sleeves, and a black woolen apron, worth	f 50:--
A colored upper petticoat	f 36:--
A blue <i>dosijtiens</i> gown	f 20:--
2 white aprons	
3 shirts	total f 30:--
2 tablecloths, and some trifles	
2 pr. old stockings, an old cap with a little box, with an old kerchief or two	f 12:--
1 old cloak with loose sleeves	
1 bone lace pillow with bobbins	
3 earthen dishes	
6 small paintings	
1 little pewter cup, 2 copper candlesticks	
1 pewter salt cellar and 3 pewter cups	f 56:--
4 pewter platters and 4 pewter trenchers	
A little pewter porringer with 5 spoons	
A patched bed pan	
1 church stool	f 28:--
A large iron pot, with a little copper pot, 3 little copper kettles, a copper pancake pan, 3 earthen pots, a pepper mill, a little earthen tankard, an earthen and pewter plate, a butter tub, a sieve	f 60:--
Together amounts to	f 372:--
 [181] Carried over from the other side	 f 372:--
 A pothanger chain, an ash shovel and tongs, gridiron pothooks, a pail	 f 32:--
4 chairs with a little table	f 10:--

Unvalued goods which Jan Michielse keeps at his house:

2 sheets  
 5 pillow cases  
 2 blankets  
 1 bed  
 1 bolster with 2 pillows, A chamberpot  
 2 curtains with a valence, and one for the chimney  
 6 books, among which two old Bibles  
 2 axes and an iron vise  
 2 chests  
 1 tailor's shears

Willem Janssen Schut has taken to himself these appraised goods for the maintenance of Jan Michielsz, in board during his life, and at the decease of the aforesaid Willem Schut the aforesaid goods shall be for payment of the board of Jan Michielsz at *f*200 in sewant per annum, and if they fall short of paying the board money, Willem Schut shall not claim more; on condition that all work of mending and sewing, that Jan Michielsz does for the household of Willem Schut shall not be for his benefit, but shall be for the profit of the aforesaid Willem Schut, which they with their signatures attest and promise to perform.

Done [in] Albany, the 21st of 1665, in the presence of Stoffel Janssen and Jacob Schermerhoorn.

Jan Mychgyelsoon  
 Willem Jansen Schuidt  
 Stoffel Jansz  
 Jacob Schermerhooren

Acknowledged before me,  
 J. Provoost, secretary.

[CONDITIONS FOR THE SALE OF THE ESTATE OF JAN ANDERISSEN]

[182] Conditions and terms upon which the curators of the estate of Jan Anderiessen, with the honorable magistrates, propose to sell at public auction to the highest bidder the land of the aforesaid Iersman located next to Pieter Bronckx.

First, the aforesaid land shall be delivered to the buyer, being in area sixty-nine morgens arable land without trees or only a few about the

wood's edge to the west, together with a spot for a homestead located next to Pieter Bronck, where he is proposing to build, and is 30 rods long and twenty rods wide; and is divided to the north by a kil or lowland; moreover the buyer shall have the right with Pieter Bronck to use the surrounding woodland for pasturing cattle. Delivery shall take place as soon as the buyer shall be pleased to take possession. Payment shall be made in beavers or in good, strung, merchantable sewant at 24 a beaver and that in two installments, the first payment on the first of June of this year 16[65]; the second payment on the first of June 1666, being a year thereafter, and with the last payment, a proper conveyance shall be given to the buyer. The buyer is obligated to furnish two sufficient sureties, jointly and severally, as principals and to do so immediately to the satisfaction of the seller. If the buyer cannot furnish the aforesaid sureties within the said time, then the aforesaid land, together with said homestead, shall be reauctioned at his, the buyers, costs and charge, and whatever less [183] it brings, he shall be obligated to make good, and whatever more it brings, he will derive no profit therefrom. Auction fees are charged to the buyer in paying as aforesaid. On the 9th of March 1665.


On this date, 9 March 1665: for a certain consideration, the schout and secretary of the Colonie of Rensselaerswijck being asked if they, in the name and behalf of the patroon, had any claim against the land of the late Jantie de Iersman, which lies by Pieter Bronckx, they answered they had no claim whatever against the same. Dated as above.

To which I attest,  
Johannes Provoost, secretary.

[SETTLEMENT OF ESTATE OF DIRCKJE PIETERS]

We the undersigned curators and guardians of the estate of Dirckje Pieters, deceased, late wife of Cornelis Vos, acknowledge in respect to the goods of the aforesaid Dirckje, deceased, which were sold, [that they] have been paid and satisfied by the vendue master, Johannes Provoost.

Done on the 12/22 March 1665 in Albany.

Andrys de Vos  
This is the mark  of Barent Pietersz

placed with his own hand  
Adriaen Gerretsen, as witness

[CONVEYANCE OF LOT FROM JOCHIM KETTELHEYM TO  
BARENT MEYNDERSEN SCHOENMAECKER]

[184] There appeared before me, Johannes Provoost, secretary of Albany, and in the presence of Jan Verbeeck and Jacob Schermerhoorn magistrates of the court of aforesaid Albany, Jochim Kettelheym, resident of the said place, who declares to have granted and conveyed, as he hereby does grant and convey in real and actual possession, to and for the benefit of Barent Meyndersen Schoemaecker here, his heirs or assigns, a lot located in the village of Albany opposite the house of Gillis Pietersz, [and to the] south and west the public highway, [to the] north Aernout Cornelissen, and to the east the grantor; [it] is in width twenty-nine feet Rheinland measure both behind and in front and 40½ feet long, which lot is a part of the patent given to the grantor by the honorable director general and council of N. Netherland, dated the 25th of October 1653; moreover the grantor promises to free said lot from all actions, claims, and demands, which hereafter may come against the same, binding his person and estate, real and personal, present and future, and submitting himself to all laws and judges. Done in Albany, the 19th of February old style 166[5].

This is the mark **W** of Jochim Kettelheym  
placed with his own hand.  
Jan Verbeeck  
Jacob Schermerhooren  
Acknowledged before me,  
J. Provoost, secretary.

[CONVEYANCE OF A LOT FROM JOCHIM KETTELHEYM  
TO JACOB ABRAHAMSEN KUYPER]

[185] There appeared before me, Johannes Provoost secretary of Albany, and in the presence of the honorable Jan Verbeeck and Jacob Schermerhoorn, magistrates of the court of the aforesaid Albany, Jochim Kettelheym, resident of the said place, who declares to have granted and conveyed, as he hereby does grant and convey, in real and actual

possession, to and for the benefit of Jacob Abrahamsen Kuyper, his heirs or assigns, a lot located in Albany, adjacent the street to the west, to the east the grantor's lot, to the north the grantor's house, and to the south the house of Aernout Cornelissen; length three rods nine feet and seven inches, width one rod eight feet and one inch, which lot is a part of the patent given to the grantor by the director general and council of New Netherland, dated the 25th of October 1653; wherefore he promises to free the same from all actions, claims and demands, which hereafter may come against the same, binding his person and estate, personal and real, present and future, putting himself in subjection to all laws and judges.

Done in Albany, the 19th of February 1665, old style.

This is the mark **W** of Jochim Kettelheym  
made with his own hand.

Jan Verbeeck

Jacob Schermerhooren

Acknowledged by me,

J. Provoost, secretary.

[RENTAL AGREEMENT BETWEEN JOCHIM KETTELHEYM  
AND GABRIEL TOMASSEN]

[186] There appeared before me, Johannes Provoost, secretary of Albany, Jochim Kettelheym of the one part, and Gabriel Tomassen of the other side, who, in the presence of the witnesses named below, declare that they have come to an agreement in the manner following, namely, Jochim Kettelheym hereby rents his house to said Gabriel Tomassen, except the cellar, the upper house being well understood, and does so for the space of six months, commencing on the first of next May new style and ending the last of October new style; for which Gabriel Tomassen promises to pay Jochim Kettelhueym for the rent during said six months, nine pieces of good, whole merchantable beaver skins, and to do so on the first of next August new style; wherefore the respective parties for the performance of these covenants, bind themselves, subjecting themselves to all laws and judges.

Thus done without craft or guile on this 18/28  
April 1665 in the presence of Arent vanden

Bergh, called as witness hereto. Done in Albany.

This is the mark **V** of Jochim Kellelheyem made with his own hand.

This is the mark **G** of Gabriel Tomassen made with his own hand.

This is the mark of **AB** Arent vanden Bergh made with his own hand.

Acknowledged before me,  
Johannes Provoost, secretary.

[AGREEMENT FOR THE PURCHASE OF LAND FROM  
THE INDIANS OPPOSITE CLAVERRACK]


[187] Whereas Jan Cloet and Jan Hendricksen Bruyn and Jurriaen Teunissen have, at the session of the court at Albany, demonstrated consent [at their request] of the governor of New York to purchase from the Indians a certain parcel of land, lying on the west side of the North river opposite Claverrack near Fort Albany, so there have appeared before me, the undersigned secretary of Albany, five Indians, named Sachamoes, Mawinata, nicknamed Schermerhoorn, Keesie Wey, Papenua, Masseha, owners of the above-mentioned land, and also having a commission from the other owners; who declared, in the presence of the witnesses named below that they have sold, granted and conveyed the same, as they hereby do grant and convey, in real and actual possession, to and for the benefit of the said Jan Cloet and Jan Hendericksz Bruyn, the said land called Caniskek, in magnitude stretching along the river side from the land of Pieter Bronck to the marsh which lies on the point of the mainland, behind the Baren island,\* called Machawameck, and running into the woods both on the south and the north and up to the Katskil path; and [they have done so] for a certain sum in goods which the grantors acknowledge that they have received from the buyers and are therewith completely paid; moreover [they] waive their former right [to said land], and declare Jan Cloet and Jan Hendericksz to be the rightful owners thereof; and promise to free said land from all actions, claims and demands of other Indians, who might sinisterly lay claim to some portion of said land, or the right to set deer snares.


\* Barren Island, located below Coeyman's Creek in the village of Coeymans.




[188] Thus done in Albany in the presence of Harmen Bastiaenz and Henderick Gerritsz, called as witnesses hereto, on this 20th of April 1665, old style.

This is the mark  of Kessie Wey made with his own hand.

This is the mark of  Sachamoes made with his own hand.

This is the mark of  Papenua made with his own hand.

This is the mark of  Massehas made with his own hand.

This is the mark of  Mawinata or Schermerhoorn, made with his own hand.

Harmen Bastiaensen, as witness

Hindrick Gerritsen, as witness




Acknowledged before me,  
Johannes Provoost, secretary.

[AGREEMENT OF SALE OF INDIAN LAND TO EVERT LUYCASSEN]

[189] There appeared before me, Johannes Provoost, secretary of the court of Albany, in the presence of Captain John Manning, a Mahican Indian named Wattawit,\* owner of a certain parcel of land lying behind Kinderhoeck, who declares in the presence of Jan Dareth, interpreter in this matter, that he has sold and conveyed to Evert Luycassen, he hereby does, his aforesaid land located east of the kil, being half of the middle piece; the other half he declares to have given to Volckert Janssen and has presented it to him as a token of friendship in satisfaction of an old debt for maize. Therefore, the grantor waives his [claim] to said middle piece on the east of the kil, declaring Evert Luycassen and Volckert Janssen to be the rightful owners of the same, and acknowledges that he has had from Evert Luycassen for his part complete satisfaction and promises to free it from all claims and demands which hereafter may come.

Thus done in Fort Albany, the 6th of May 1665, old style.

\* A Mahican sachem.

This is the mark  of Wattawit,  
made with his own hand.  
Musquaemseeck  his mark,  
made with his own hand, as witness.  
Oramp his  mark,  
made with his own hand, as witness  
Jan Dareth  
John Manning

Acknowledged before me,  
Johannes Provoost, secretary.

[SETTLEMENT OF DEBT FROM JAN GERRITSZ VAN MARCKEN  
TO HARMEN RUTGERS AND VOLCKERT JANSSEN]

[190] There appeared before me, Johannes Provoost, secretary of the court of Albany, and in the presence of the witnesses named below, Jan Gerritsz van Marcken, who declares to have hereby granted and conveyed to and for benefit of Harmen Rutgers and Volckert Janssen, the following sums of money, being sewant, (drawn from the appearer's book of debts), to be received from the persons mentioned below, making payment to him, Jan Gerritsz van Marcken by a deduction of such a sum of money as he owes to the aforesaid Harmen Rutgers and Volckert Janssen, provided said Harmen Rutgers and Volckert Janssen hold open the accounts of those persons from whom they can collect no money by reason of a denial of debt or a failure to pay; but these shall remain as a charge to the appearer; promising to approve of this assignment upon pledge of their persons and estates, personal and real.

The debtors or assigned sums are these:

Kleyn de Gojer	<i>f</i> 37:13:--
Henderick Fredericken	<i>f</i> 18:10:--
Poulus Cornelissen	<i>f</i> 18:08:--
ditto, also some money held by him belonging to Kleyn Kessje	<i>f</i> " "
Jan de Gojer	<i>f</i> 91:08:--
Pieter de Fransman	<i>f</i> 89:02:--
Henderick Spanjaert	<i>f</i> 25:12:--
Hans de Noorman	<i>f</i> 6:13:--
Jan de Smalle Kuyper	<i>f</i> 81:02:--

Tijs Barentse	<i>f</i> 9:17:-
Poutien de Ramaker	<i>f</i> 13: 8:-
Storm Albertsz	<i>f</i> 9:-:-
Pieter Bronck	<i>f</i> 6: 8:-
Jan Nack	<i>f</i> 38: 2:-
Elias van Ravensteyn	<i>f</i> 17:17:-

[191] Carried over from the other side

Albert de Noorman	<i>f</i> 15:10:-
Claes Janssen	<i>f</i> 31:19:-
Claes van den Bergh	<i>f</i> 3:16:-
Claes van Rotterdam	<i>f</i> 26:19:-
Luycas Pietersz	<i>f</i> 31: 7:-
Sander Leendersz	<i>f</i> 13: 6:-
Willem Martensz Moer	<i>f</i> 21:10:-
Willem Hoffmeyr	<i>f</i> 10: 4:-
Poulus de Boer	<i>f</i> 11:-:-
Walrave Claerhout	<i>f</i> 3:15:-

The said appearer, Jan Gerritsz, also hereby appoints and empowers the aforesaid Harmen Rutgers and Volckert Janssen to collect, demand and receive the aforesaid sums, to issue quittance of the receipts, and in case of refusal, to exact payment by law and severity of justice to a definitive sentence and utmost execution. Thus done, [without] craft or guile, on this 1/17th of June 1665 in Albany in the presence of Gerrit Swart and Jan Bastiaensz van Gudsenhoven, called as witnesses hereto.

J.G. V. Marcken

G. Swart

Jan Bastiaensen van Gutsenhooven

In addition to these, the above mentioned Jan Gerritsz van Marcken assigns a tick tack table to be deducted from house rent.\*

\* This addition below the signature has been canceled. Tick tack was a popular game similar to backgammon.

[CONVEYANCE OF HOUSE AND LOT FROM TEUNIS  
CORNELISSEN TO JAN EVERTSEN]\*

[192] There appeared before me, Johannes Provoost, secretary of Albany and in the presence of the Hon. Philip Pietersz Schuyler and Adriaen Gerritsz, magistrates of the same Court, Teunis Cornelissen who declared to have granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of Jan Evertsz, resident of the said place, a house and lot located in the village of Albany. . .

[CONVEYANCE OF A HOUSE AND LOT FROM  
TEUNIS CORNELISSEN TO JAN EVERTSEN]

There appeared before me, Johannes Provoost, secretary of Albany, and in the presence of the honorable Jan Coster van Aken and Jacob Schermerhoorn magistrates of the same court, Teunis Cornelissen, who declares to have granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for benefit of Jan Evertsen, his heirs or assigns, a house and lot located in the little town of Albany, to the north adjacent Sijmon Volckertsen, and to the south Willem Bout, to the east the street, of such size as the grantor possesses, and is enclosed within the fence, lying between the said Willem Bout and Sijmon Volckers, with a garden in the rear which also is fenced in; being the whole patent, given to the grantor by the director general and council of New Netherland, dated April 23d 1652, up to seven rods in width and the length up to the fence of the garden, which was separated and sold to the benefit of Jacques Tijssen, deceased, and Willem Bout; and also acknowledges that he has been completely paid and satisfied for the aforesaid house, lot and garden, with the sum of twenty-two beavers; further the grantor waives all his title or claim and promises to [193] free the same from all claims and demands which may hereafter come, binding his persons and estate, personal and real, present and future, submitting himself to all laws and judges.

Done in Albany the 18/28th of July 1665.

This is the mark  
Jan Koster



of Teunis Cornelissen made with his own hand.

\* Incomplete and canceled in the original.

## [INVENTORY OF JAN REYERSEN'S ESTATE]

Inventory of the goods of Jan Reyersen, deceased, taken on the yacht of Gerrit Visbeeck, the 18/28th of July 1665.

Found in a large chest:

1 pewter comb, 1 pewter cup	one iron pot with a cake pan
3 spoons, 1 pewter beaker	1 salt box with a candle box
1 pewter tankard, 1 smoothing iron	1 pothook
1 little copper pan, 1 chopping knife	2 forks, one handle
1 pewter platter	3 sithes with a mathook
2 copper basins	1 shank of a wagon
1 iron candlestick	4 old horseshoes
3½ ells of red <i>dosijnties</i>	2 wedges, iron
2 pair new Icelandic stockings	1 bail of a pail
2 pair old ditto	1 old spade, 1 copper kettle
1 valance with 2 curtains	2 iron bands for a wagon
35 articles, such as caps, chest	3 axes, 1 mattock, 1 pail
cloths, <i>santees</i> ,* and handkerchiefs	2 torch holders, 1 ploughshare
3 shirts with a coarse cloth,	1 sack with wheat meal
with a bundle of old clothes	1 butter pot with some butter
	1 small tub with corn meal
	1 large earthen pot with 2 ears
	1 bed bolster and 2 pillows
	and a blanket
	1 milk tub, 1 empty tub
	an old wooden bowl
	a small basket and bowl
	of fresh butter
	a white coverlet

[CONVEYANCE OF HOUSE AND LOT FROM CLAES JANSSEN TIMMERMAN TO ANDRERIES JOCHIMSEN]

[194] There appeared before me, Johannes Provoost, secretary of Albany, and in the presence of the honorable Jacob Schermerhoorn and Jan van Aken, magistrates of the same court, Claes Janssen Timmerman, resident

\* From French *santé*, possibly a cloth used for hygienic purposes by women.

here, who declares to have granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for the benefit of Anderies Jochimsen, living in New York, his heirs or assigns, a house and lot located in the village of Albany, to the north adjacent to Jan Verbeeck, to the south Stoffel Janssen, east and west the street, width behind as well as in front thirty feet, and length one hundred fifty-two and a half feet; which lot is a part of the patent granted by the honorable director general and council to Jan Tomassen dated the 23d April 1652; and the grantor acknowledges that he has been fully satisfied and paid for the sale and conveyance of the same, and therefore he promises to free the aforesaid house and lot from all actions, claims and demands which hereafter may be made, binding thereunto his person and estate, personal and real, present and future, subjecting himself to all laws and judges. Done in Albany, the 3d of August 1665, old style.

Claes Jansz

Jacob Schermerhooren  
Jan Koster

[CONVEYANCE OF HOUSE AND LOT FROM JOCHIM WESSELS BACKER  
TO DAVID PIETERSEN SCHUYLER]

[195] There appeared before me, Johannes Provoost, secretary of the court of Albany and in the presence of the honorable Jacob Schermerhoorn and Jan Coster van Aecken magistrates of the same court, Jochim Wessels Backer, resident of the aforesaid place, who, by virtue of a conveyance granted by Francoois Boon dated 17th of July 1665, declares to have granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for the benefit of David Pietersen Schuyler, his heirs or assigns, a house and lot located in the village of Albany, to the east, west and south adjacent to the public road, to the north the house of Gillis Pietersen, and of such size as lies enclosed within its fence, with all the rights and ownership which he, the grantor, has; which lot was granted by patent to Jacob Hendericksz Sibinck and Stoffel Janssen, dated the 25th of October 1653; and he, the grantor, acknowledges that he is paid and fully satisfied for the sale and delivery of these premises, and therefore promises to free the aforesaid house and lot from all actions, claims or demands, which hereafter may be made, binding thereto his person and estate, personal and real, present and future, submitting the same to all laws and judges. Done in Albany the

8th of August 1665, old style.

Jacob Schermerhooren  
Jan Koster

Jochum Backer

[CONDITIONS FOR THE SALE OF THE ESTATE OF  
JAN REYERSEN AT AUCTION]

[196] Conditions and terms, according to which the administrators of the estate of the late Jan Reyersen proposes to sell at public auction to the highest bidder: two cows, two horses and two calves, two old sows, together with some other articles of farming equipment or furnishings.

Payment for the animals, horses and pigs, also the bed, bolster and pillows, shall be made in good, whole merchantable beavers, and that on the first of June 1666; or else in good, strung sewant, beaver's price at *f*24:– per beaver, which payment shall be made on the first of next April; respecting the farm equipment or furnishings, they shall be paid for within three days from this date in good strung sewant.

Auction fees are charged to the buyer in payments as aforesaid.

In addition, it is expressly stipulated that no one shall be able to buy by deducting moneys which may be due him from said Jan Reyersen, deceased, but shall deliver the purchase money into the hands of the vendue master and wait for a pro rata division.

The buyer shall be obligated to furnish for the purchase moneys two sufficient sureties, jointly and severally as principals, to the satisfaction of the seller. [Done] on this the 31st of August 1665.


Teunis Cornelissen was the final bidder of an old mare, according to the foregoing conditions, [for] the sum of one hundred and sixty-seven guilders.

This is the mark  of Teunis Cornelissen made with his own hand.

Recorded as sureties were Jan Verbeeck and Dirck Teunissen.

Jan Verbeeck  
Dirck Teunisz

[197] Cornelis Segersen remained the last bidder and buyer of a young mare for the sum of one hundred and eighty-four guilders, and Jan Oothout and Corneliss Cornelissen stood sureties for him, according to the foregoing conditions.


Cornels Zeegers  
Jan Janse Oothoet  
This is the mark  of Cornelis Cornelissen  
made with his own hand.

Cornelis van Nes remained buyer of an old cow for the sum of seventy guilders, and Abram Staets and Jan Koster stood sureties for him, according to the foregoing conditions.

Cornelis van Nes  
Abram Staas  
Jan Koster

The 7th of April 1668 Cornelis van Nes has paid 9 beavers and f13:10 in sewant, so that there still remained f18 in beavers. The 30th of May, van Nes has paid off the f18 in beavers.

Teunis Dirricxsz remained buyer of a young cow for the sum of eighty guilders, and Jan Koster and Jan Oethout stood sureties according to the foregoing conditions.

This mark of  Teunis Dirricx  
made with his own hand.  
Jan Koster  
Jan Jansen Oothouet

Jan Verbeeck remained buyer of a bull calf for thirteen guilders, and Goosen Gerritsz stood as surety according to the above conditions.

Jan Verbeeck  
Goosen Gerretsen


[198] Rijck Claesz remained buyer of a boar and that for nine guilders



and Barent Reyndersz stood surety according to the above conditions.



Rijck Claessen  
Barent Reyndersen  
paid

Jan Evertsz remained buyer of a bull calf for eleven guilders; Cornelis Bos is surety for it.

Jan  Everts  
made with his own hand.  
paid

Van Nes remained buyer of a red sow for twenty guilders.  
paid

Symon Backer remained buyer of a sow for twenty-four guilders; Wouter Arentsz is surety for it.

This mark of Symon  Volckers  
was made by him  
This mark of  Wouter Arentsz  
was made by him.  
Paid 3 beavers.

Gerrit Bancken remained buyer of a boar for eight guilders.  
Paid one beaver.

Cornelis Teunisz Bos remained buyer of a young boar for eleven guilders.

Gerret Bancker  
Harmen Vedder

Paid

Jan Jansz Outderkerck remained buyer of a bed with its appurtenances for sixty-eight guilders; sureties for it are Sturm Albertsz and Eldert Gerbertsz.

Jan Jansen Oudekerck  
Elert Gerbertsz Cruyff  
Storm vander Zee

6th of August paid 7 beavers hereon.

[199] Goods of the late Jan Reyersen, sold at public sale, to be paid for in good strung sewant within the space of three days.

Jan Janssen Ouderkerck, debit,	
1 chopping knife and some other things	f 8:--
1 coverlet	<u>f20:--</u>
	f28:--
Paid	
Sijmon de Backer, debit	
1 coverlet	f26:--
Paid	
Jan Evertsz Schoemaker, debit	
1 coverlet	f16:--
Paid	
Jonge Kees, debit	
a pot hanger and a pan	f18:--
a ploughshare and shafts for a wagon	<u>f20:--</u>
	f38:--
Poulus Martensz, debit	
1 container* with a little butter therein	f10:10--
some odds and ends for	f 6:--
1 old box	f 7:--
1 parcel old linen	f 9:--
	<u>f31:10</u>
	<u>f10:--</u>
	f21:10--
Meester Cornelis van Dijck	
an old kettle and salt tub	f12:--
Paid	

\* *tientie*.

Cornelis Teunissen Bos, debit	
4 horse shoes, 2 wedges, and other things for	f26:--
Also some odds and ends	f27:--
For linen goods	<u>f11: 7:--</u>
	f64: 7:--
Dirck Wesselsen, debit	
a can	f 5:--
Paid	
Jacob Flodder, debit	
3 sithes, 2 torch holders	f16:10:--
also for a bolster	<u>f20:--</u>
	f36:10:--
Paid	
[200] Jan Cornelissen, 1 grindstone	f29:--
Paid	
Jacob Engel, 2 axes and 1 adze	f16:--
Jan Gauw, 1 small sack maize meal, 1 barrel wheat meal	f12:10:--
Eldert Gerbertsz, a piece of <i>dosijntiens</i>	f49:--
Paid for by Marcelis Jansen as well as a barrel of beer for f28; the f28 advanced for the burger guard.	
Jan Cloet, 1 kettle and some iron work	f13:10:--
1 little pan and basin	<u>f19:--</u>
	f32:10
Paid	
Frans Janssen, debit	
1 pr. curtains	f11:--
2 copper scales and other things	<u>f 6:--</u>
	f17:--
Paid	
Mary Hoffmeyer, 1 pewter can, 1 platter	f25:10
Paid	

Cornelis Wyncoop  
 a coat and some trifles for f 15:10-  
 Paid

Adriaen v. Ilpendam, 1 chest f 25:-  
f507: 7

On the 13/24 of October, delivered to the administrators of the estate  
 of Jan Reyersen, the sum of f398:07:-  
 Deduct for Cornelis Teunissen Bos, deceased, not paid because of his  
 death f 67:11:-  
f330:16:  
 To Young Kees for feed for the animals f 6:-:-  
f336:16:-

[CONDITIONS FOR THE SALE OF GOODS BELONGING  
 TO WILLEM HOFFMEYR]

[201] Conditions and terms upon which Willem Hoffmeyr proposes at once to sell at public auction to the highest bidder some household goods together with two cows for which payment will be made precisely on the coming Monday without longer delay; the personal items in good strung sewant and the cattle in good, whole, merchantable beaver pelts, also the large firearm.

The buyer is obligated to furnish sufficient surety for the purchase moneys. The auction fees are charged to the buyer in payments as above, on this the 13/23 October 1665, Albany.

Henderick Meessen, a gun for sewant f16:-:-  
 Daniel Rinckhout, a cutting bench paid f15:-:-

[202] [blank]

[CONDITIONS FOR THE SALE OF CORNELIS  
STEENWIJCK'S HOUSE AND LOT]\*

[203] Conditions and terms upon which Sr. Cornelis Steenwijck proposes to sell at public auction to the highest bidder his house and lot located in the village of Albany at the hill between Harmen Vedders and Barent Reyndersen.

First, the aforesaid house and lot shall be delivered immediately to the buyer, together with the trade house† next to it, further whatever is permanent therein together with a common path, being of such size and limits as the conveyance indicates. The buyer shall immediately receive appropriate conveyance in order to take possession of the same.

Payment shall be made in three installments, the first within the space of two times twenty-four hours; together with payments, of which

[204][*blank*]

[CONDITIONS FOR THE SALE OF CORNELIS  
STEENWIJCK'S HOUSE AND LOT]‡

[205] Conditions and terms upon which Sr. Cornelis Steenwijck proposes to sell at public auction to the highest bidder his house and lot located in the village of Albany at the hill between Harmen Vedders and Barent Reyndersen, as he received it by conveyance from Rutger Jacobsz, deceased, dated 7 August 1662, new style, which, together with this, shall be read aloud to the bystanders.

The aforesaid house and lot, together with a small shed standing on the east side thereof, shall be delivered to the buyer within the space of two times twenty-four hours and shall be conveyed according to conveyance as above.

Payment shall be made in three installments, the first according to conveyance, and upon delivery, in good, whole, merchantable beaver pelts, figured at f8 apiece; the second payment to be as before or in

\* This document was not completed.

† *Hansjoos huys*.

‡ This document was not completed.

well-strung sewant at *f*26 the beaver; and the third in beavers as above at *f*8 apiece on the first of September 1666. The buyer shall be obligated, together with the receipt of the conveyance and payment of the first installment, to execute a bond, with a special obligation for the aforesaid house and lot, for payment of the two remaining installments, and in addition [obligating] his person and estate. The auction fees are charged to the buyer in payments as above; together with the expences resulting from the auctioning of this

[CONDITIONS FOR THE SALE OF THE ESTATE OF RUTGER JACOBSEN]

[206] Conditions and terms upon which the administrators of the estate of Rutger Jacobsen, deceased, propose to sell immediately at public auction to the highest bidder some personal goods and household items, for which payment shall be made in good, strung sewant, and within the space of one month from this date, and it is expressly stipulated that no one shall be able to pay by deduction of moneys owed to him by the aforesaid deceased Rutger Jacobsen, but that they shall have to deliver the purchase moneys into the hand of the vendue master, and then await the pro rata distribution of the same. The buyer is obligated to furnish two sufficient sureties for the purchase moneys. Auction fees are charged to the buyer in payments as above, on this the 9 December 1665, old style.

Claes Lock, a stew pan	<i>f</i> 30:—
Rijcker V. Renselaer, a copper kettle	<i>f</i> 10:—
Mr. Jacob, a copper kettle	paid
Philip Pietersz, 1 ditto, 1 pan, 1 skimmer and candle	<i>f</i> 14:10
J. H. van Bael, 4 earthen dishes	<i>f</i> 20:—
Anderies Teller, 3 earthen dishes and 1 ditto small tankard	<i>f</i> 2:—
Stoffel Janssen, 1 pewter bowl, cup and salt cellar	<i>f</i> 12:—
Jan Vinhagen, a child's bed basket and a little calabash	<i>f</i> 14:10
Jan Cloet, a pothook	<i>f</i> 8:10
Barent Pietersen, a slate with a frame	<i>f</i> 13:—
Daniel Rinckhout, a ditto without frame	<i>f</i> 10:—
Jochim Wessels, a powdering tub	<i>f</i> 4:—
Claes Lock, 3 pewter trenchers	<i>f</i> 13:—
Corn. Bogardus, a chain pothanger	<i>f</i> 14:—
Volckert Janssen, 2 pewter dishes	<i>f</i> 15:10
Jan Bijvanck, 2 pewter ditto	<i>f</i> 25:—
	<i>f</i> 10:—

Johannes Provoost, 3 earthen dishes		<i>f</i> 17:10
Abram Staets, 5 earthen, small ditto		<i>f</i> 16:—
Daniel Rinckhout, 3 ditto		<i>f</i> 12:10
Jan Cloet, three ditto		<i>f</i> 16:10
Jan G. Bruyn, 2 pewter spoons	paid	<i>f</i> 8:—
The Lord Renselaer, 3 large roemers		<i>f</i> 5: 5
Barent de Molenaer, 2 old guns		<u><i>f</i> 41:—</u>
		<i>f</i> 332:15

[207] Carried over from the other page		<i>f</i> 332:15
Monsr. Curler, a tap auger		<i>f</i> 7:15:—
Barent de Moolenaer, 2 books		<i>f</i> 30:10:—
Abram Staets, a parcel of old books		<i>f</i> 17:—:—
Jurriaen Teunissen, a large clothes basket		<i>f</i> 18:10:—
Jan G. Bruyn, 1 scrub brush, 1 brush and small a little wooden bowl	paid	<i>f</i> 7:10:—
Philip Pietersen, a little painting		<i>f</i> 35:—:—
Joh. Provoost, 2 little pictures/paintings		<i>f</i> 17:10:—
Gabriel Tomassen, a mirror		<i>f</i> 43:10:—
Philip Pietersen, a picture/painting		<i>f</i> 100:—:—
Monsr. Arent van Curler, one ditto		<i>f</i> 85:—:—
Robbert Sandersen, one ditto		<i>f</i> 36:—:—
Arent van Curler, an earthen pot		<i>f</i> 8: 5:—
Lowies Cobussen, an ash shovel		<i>f</i> 4:—:—
Daniel Rinckhout, a piece of lace		<i>f</i> 10:10:—
Frans Janssen		<i>f</i> 8: 5:—
Robbert Sandersen, 2 andirons		<i>f</i> 20:—:—
Jan Cloet, a table		<i>f</i> 10: 5:—
Cornelis Theunissen Bos, 1 silk wagon cover		<i>f</i> 97:—:—
Barent de Molenaer, 1 pair of stockings with a pair of breeches		<i>f</i> 15:—:—
Jan H. V. Bael, 3 chair cushions	paid <i>f</i> 18:8	<i>f</i> 18:—:—
Jurriaen Teunissen, a chimney cloth		<i>f</i> 9:—:—
Lowies Cobus, a chair		<i>f</i> 12:10:—
Hans de Poolt for Volckerts, victuals box	paid	<i>f</i> 9:—:—
Teunis Gerritsz Verwey, a chest		<i>f</i> 28:10:—
Mr. Jacob, a table	paid	<u><i>f</i> 2: 5:—</u>
		<i>f</i> 983:10

We, the undersigned, acknowledge to have received from the hands of the receiver Joannes Provoost the sum of nine hundred and eighty-three

guilders and ten stuivers on account of the estate of the late Rut Jacobsen, coming from the household goods sold. On this 21/31 January 1666/7, Albany.

R. V. Rensselaer  
Jan van Bael

[CONDITIONS FOR THE FURTHER SALE OF THE ESTATE  
OF RUTGER JACOBSEN]

[208] The administrators as before of the aforesaid estate of Rut Jacobsz propose now to sell some silverware and gold jewelry, the payment for which shall be made in good, whole merchantable beaver pelts, to be paid within two months from this date, and it is stipulated as before that no moneys be deducted for an indebted account. The buyer shall be obligated to furnish sufficient sureties for the purchase moneys. The auction fees are charged to the buyer in payments as above, on this the 9 December 1665, old style.

Abram Staets, a pair of bows	f 20:17:–
J. Provoost, one ditto	f 25:10
Jan Cloet, a gold ring	f 15:10
Philip Pietersen, a rose-cut diamond ring	f 18:–
Jeremias v. Renselaer, a diamond ring	f 17:–
Immetie de Baxter, 2 half moons *	f 7: 8
Jeremias van Renselaer, a double hoop ring	f 26:–
Idem, a gold hair pin	f 29:–
Idem a gold chain	f 80:–
Idem a silver bowl	f 24:–
Abraham Staets, a silver salt cellar	f 16:16
Arent van Curler, a silver beaker	f 68:–
Abraham Staets, a silver beaker	f 52:13
Ryckert van Renselaer, 4 silver spoons	f 30:–
Anderies Teller, 4 silver ditto	f 31:–
Jeremias van Renselaer, 6 ditto human figures†	f 51:–
	f512:14

We the undersigned acknowledge to have received from the hands of the receiver Joannes Provoost the sum of five hundred and twelve guilders and fourteen stuivers, beaver money, for the gold and silverware sold,

\* Possibly earrings in the shape of a half moon.

† Spoons with human figures cast into the handles.



on this 21/31 January 1666/7, Albany.

R. V. Renselaer  
Jan van Bael

[CONDITIONS FOR THE SALE OF PIETER SYMONSEN'S YACHT]

[209] Terms and conditions on which Jacob Schermerhoorn, attorney for Pieter Symonsen, proposes to sell at public auction, to the highest bidder, the yacht that Rutger Jacobsen, deceased, commanded by virtue of a mortgage, together with such appurtenances as are below mentioned. Said yacht shall be delivered to the buyer within the space of 24 hours and with it shall be delivered a mizzen sail and foresail, mizzen and foresail falls, both the sheets, a lift, a pulley, an anchor with a cable, grapple rope, the Prince's flag,\* a pair of oars, a boat, which is said to have floated away to the other side of the river, (and is said) to lie under the snow, and it is there where the buyer is to look for the same.

Payment shall be made in good whole merchantable beaver skins, or failing in that, in good strung merchantable sewant at 25 guilders for one beaver, in two installments, the first mid June 1666 and the second payment also mid June 1667.

The buyer is obligated to provide two sufficient sureties, jointly and severally as principals, and to do so immediately to the satisfaction of the seller. If the buyer cannot provide the aforesaid sureties within the aforesaid time, then the aforesaid yacht shall be reauctioned at his costs and charges, and whatever it falls short he shall be obligated to make good and whatever more it brings he shall not profit therefrom. The auction fees are charged to the buyer in specie on payments as mentioned above.

By the above-standing conditions Daniel Rinckhout remained, according to the same, highest bidder and buyer of the yacht for the sum of two hundred fifty-nine guilders, for payment of which [210] Jan Verbeek and Jurriaen Teunissen stood as sureties and principals according to the aforesaid conditions. Done in Albany, the 18th December 1665, old style.

\* An orange, white and blue flag which flew from the bowsprit.

Daniel Ringhaut  
 Jan Verbeeck  
 Jure Jan Tunse

[ACCOUNT OF SALE OF STOFFEL JANSE'S GOODS]

Goods of Stoffel Janse sold for benefit of the poor, to be paid in well-strung sewant on the first of March 1666. Done on this the 18th of December 1665.

Antony Janssen, a black riding coat	<i>f</i> 127:–
Antony Janssen, one ditto cloak	<u><i>f</i> 34:–</u>
	<i>f</i> 161:00

[CONDITIONS FOR THE SALE OF PIETER HARTGERS' HOUSE]\*

[211] Conditions and terms on which the attorneys of Pieter Hartgers proposes to sell at public auction to the highest bidder the house of the said Hartgers, which was overturned by the ice.

The aforesaid overturned house shall be delivered immediately to the buyer, just as it is situated on the lot, together with all the woodwork that depends thereon, which the buyer shall find to be dislodged; and shall occupy the same immediately in order to clear the wood from the lot.

[CONDITIONS FOR THE SALE OF PETER HARTGERS'  
 HOUSE AT AUCTION]

[212] Conditions and terms on which the attorneys of Sr. Pieter Hartgers propose to sell at public auction to the highest bidder, the house of the said Hartgers, which was overturned by the ice.

The aforesaid overturned house shall be delivered to the buyer immediately as it lies on the lot, with all the associated iron work thereto, and where so ever any part of the woodwork may have been dislodged, the buyer shall look for and gather together the same. Payment shall be made

\* This document was not completed.

in good merchantable sewant, to be paid within two months of the this date. The buyer is obligated to furnish two sufficient sureties, jointly and severally as principals; and if the buyer cannot furnish the aforesaid sureties, then the aforesaid house shall be offered for sale again at his costs and charges, and whatever less it brings, he shall be obligated to make good and whatever more it brings, he shall derive no profit therefrom. Auction fees are charged to the buyer in payments as above, on this the 12th of April 1666.

The highest offer was f160:– by Guert Hendericksz.

[CONDITIONS FOR THE SALE OF GERRIT SLICHTENHORST'S  
PANTILE SHED AT AUCTION]\*

[213] Conditions and terms on which Gerrit Slichtenhorst proposes to sell at public auction to the highest bidder his pantile shed, to wit, the deteriorated pan tile kiln.

To the buyer shall be delivered all wood and iron work which is on the aforesaid shed, as well as that which lies on the lot; regarding that which has been removed, the buyer must search for the same at his own costs; likewise the buyer shall receive the tiles, which were in the aforesaid shed, all of which the buyer may immediately take possession of, in order to clear off the lot and to use at his pleasure.

Payments shall be made within six months from this date, that that in good merchantable sewant.

The buyer is obligated to furnish two sufficient sureties, jointly and severally as principals and to do so immediately. If the buyer cannot furnish the aforesaid sureties within the said time, it shall be reauctoned at his charges and costs; and whatever less it brings, he is obligated to make good, and whatever more it bring, he shall derive no profit therefrom. Auction fees are charged to the buyer in payments as above.

\* This document was not completed.

[CONDITIONS FOR THE SALE OF THE HOUSE AND ESTATE  
OF THE LATE CORNELIS BOGARDUS]

[214] Conditions and terms on which the house, lot and some household goods of the late Cornelis Bogardus shall be sold. The house and lot standing here in Albany shall be delivered to the buyer free and clear according to conveyance dated 6/16 May 1666, to which reference is made and which shall be read aloud to the bystanders.

The buyer or highest bidder shall take possession of the aforesaid house and lot on the first of November, up coming, new style.

The payments therefore shall be made in two installments, half beavers, half sewant, the sewant figured at 25:– per beaver, the first payment or the just half on the first of November aforesaid and the remaining half in the month of July 1667, precisely when the aforesaid dwelling and lot shall be conveyed legally to the buyer. The buyer or bidder of personal goods shall pay for the same in sewant at the price at which they bought them or bid them within the space of six weeks.

Buyers or bidders shall not be allowed to discount or pay out in installments under any pretext whatsoever.

The buyer or bidder shall be obligated to furnish sufficient sureties for whatever he buys or bids on, to the satisfaction of the administrators, and defaulting therein, the same shall be reauctioned at his costs and charges and be sold. Auction fees are charged to the buyer.

[PERSONAL EFFECTS OF THE LATE CORNELIS BOGARDUS]

[215] Personal effects of Cornelis Bogardus, deceased, sold according to the conditions on this 4/14 September 1666 to be paid in good strung sewant within 6 weeks.

Jan H. Bruyn, 2 pewter platters, for	f 21:–:–
Idem, one ditto bowl and 1 ditto platter	f 29:10:–
Idem, 2 pewter platters	f 26:10:–
Jan Jansse Bleycker, 3 large pewter platters	f 56:–:–
Jan Cloet, 6 trenchers	f 31:–:–
Dirck Wesselingh, 6 ditto new	f 39:–:–

Jan Wolsengracht, 1 pewter salt cellar and 1 ditto mustard pot    paid	f 12: 5:-
Tomas de tamboer, 1 pewter container and 6 spoons            paid	f 10:10:-
Jan Vinhagen, 5 small earthen platters	f 9: 5:-
Mr. Adriaen, 2 earthen bowls	f 7:-:-
Jan Jansen Bleycker, 2 ditto	f 8: 5:-
Barent de Schoemaker, 3 large earthen platters	f 26:10:-
Wouter de backer, 1 earthen bowl and 2 ditto platters	f 30:-:-
Jan Cloet, 2 small paintings	f 16:-:-
Idem, 3 paintings	f 34:-:-
Aernout Cornelissen, 2 small paintings	f 17:-:-
Jan Bleycker, a framed almanac	f 10:15:-
Abraham Staets	f 31:-:-
Jochim Kettel, 1 earthen pot and 1 ditto colander	f 7:-:-
Philip Schuyler, a little iron pot	f 23:10:-
Aernout Cornelissen, an earthen cheese pot	f 3:10:-
Abraham Staets, 3 ditto pots	f 12:-:-
Harmen Metselaer, a copper kettle	f 10:-:-
Geertie Bouts, a copper kettle	f 9: 5:-
J. Provoost, a pothook and a copper pan	f 11: 5:-
H. Roosenboom, 1 little copper pan and 2 iron candle holders	f 11:15:-
Robbert Sandersen, an old dressing gown	f 32:10:-
Gabriel Tomassen, an old serge garment    paid	f 30:-
Jan Corneel Soldt, a leather and a cloth breeches    paid	f 36:10
Jan Cloet, a brass mortar and a brush	<u>f 30:-</u> f632:15
[216] Carried over from the other side	f632:15
Abram Staets, a cloth garment	f 45:-
Henderick Lansingh, a black grosgrain garment	f205:-
Gabriel Tomassen, a pr. black silk stockings            paid	f 24:10
Do. Schaets, 2 blue waistcoats	f 28: 5
Harmen vanden Bos, a little white coat of napped cloth	f 30:-
Dirck Hesselingsh, 2 old hats	f 10:-
Jan Bleycker, a pr. old white silk stockings	f 16:-
Willem Bout, 2 pr. woolen stockings	f 14:15
Jan Janssen Bleycker, 2 bands with lace	f 22:10
Dirck Wesselsen, 2 ditto without lace	f 4:-
Aernout Cornelissen, 2 ditto	f 2:10

Do. Schaets 2 ditto	<i>f</i> 2:15
Lowies Cobussen, 2 linen and one woolen cap	<i>f</i> 6: 5
Gysbert Janssen, 2 cravats	<i>f</i> 7:–
Arent vanden Bergh	<i>f</i> 5:10
Lowies Cobus, a shirt	<i>f</i> 13: 5
Do. Schaets, a shirt	<i>f</i> 15:10
Willem Bout, a ditto	<i>f</i> 18:15
Lowies Cobus, a ditto	<i>f</i> 29:10
Jan Gauw, 2 pillow biers	<i>f</i> 19:–
Idem, 2 ditto	<i>f</i> 22:–
Aernout Cornelissen, one white under garment	<i>f</i> 15: 5
Jan Janssen Bleycker, 6 handkerchiefs	<i>f</i> 16:15
Jan Vinhagen, a psalm book	<i>f</i> 30: 5
Dirck Wessels, 2 silver breeches buttons	<i>f</i> 14:–
Juffr. de Witt, 2 silver spoons	<i>f</i> 26:–
Aernout Cornelisse, a little silver beaker	<i>f</i> 65:–
Jochim Wessels, 11 ells Haarlem cloth	<i>f</i> 36:–
Abram Staets, a pipe mold	<i>f</i> 6:–
Lowies Cobus, a pot chain and iron tongs	<i>f</i> 17:–
Abram Staets, a small painted cupboard	<i>f</i> 59:–
Gerrit Bancker, a milk pail and a milk stool	<i>f</i> 10:–
Jacob Schermerhoorn, a meat tub	<i>f</i> 10:–
Pieter Loockemans the the elder, a water pail	<i>f</i> <u>2:–</u>
	<i>f</i> 1482:–
[217] Carried over from the other side	<i>f</i> 1482:–
Elias van Revensteyn, 3 gun barrels and a lock	<i>f</i> 40:–
Philip Schuyler, 4 gun barrels	<i>f</i> 25:–
Jan H. Bruyn, 2 guns and 2 gun barrels	<i>f</i> 58:10
Robbert Sandersen, 7 old pistol barrels and 2 locks	<i>f</i> 31:–:–
Henderick Rosenboom, 5 gun locks	<i>f</i> 45:–
Jacob Loockermans, a sword and 1 old cutlass	<i>f</i> 21:10
Henderick Kuyler, a little container of red paint	<i>f</i> 26:–
Jan H. Bruyn, 7 axes and 2 old andirons	<i>f</i> 42:–
Abram Staets, a smith's bench vise	<i>f</i> 54:–
Jan Cloet, a saw with a bit stock	<i>f</i> 11:–
Idem, a parcel of gunstockmaker's tools	<i>f</i> 68:–
Jan Cloet, a provision cupboard	<i>f</i> 27: 5:–
Meyndert Harmensz, a parcel of gunstock wood	<i>f</i> 50:–:–
Jan Cloet, a wash tub	<i>f</i> 7:10:–

Robbert Sandersen, a manger	f	4:--
Carsten de Smit, a little table with a cloth and 1 bench	f	15:10:--
Jan Cloet, a little rack to set platters on	f	<u>6:10:--</u>
	f	2014:15

The vendue master, Provoost, has paid to us the administrators of the estate of the late Cornelis Bogardus, a sum, according to the above-written sales.

Albany, 11/21 November 1667.

Philip Pietersz  
D. V. Schelluyn

A gray garment of Jan Cloet sold at auction by Gerrit Slichtenhorst for f64:-- to be paid in beavers within 6 weeks f64:--

[*in the left corner is written:*]

748:5

532:15

631

1912:

95

[218] Conditions and terms

[*remainder of page blank*]

[CONDITIONS FOR SELLING THE ESTATE OF  
RUTGER JACOBSEN AT PUBLIC AUCTION]

[219] Conditions on which the administrators of the estate of Rutger Jacobsen, deceased, propose to sell at public auction, a garden located behind Fort Albany, being three gardens contained in one; delivery thereof shall be made immediately just as it lies within fence, with some posts and boards which are still on it, 7 rods wide and 15 rods long; but the buyer shall at his own expense solicit the patent of the Lord Governor.

Payments shall be made within the space of three weeks from this date in good merchantable sewant. The buyer is obligated to furnish sufficient surety for the purchase money.

Auction fees are charged to the buyer.

It is stipulated that, if the buyer cannot obtain patent, the sale shall be null and of no value.

At the auction, Jan Kloet remained highest bidder and buyer for the garden for the sum of sixty-two guilders and as surety stood Philip Schuyler, according to the above-written conditions. On this, the 8th of April 1667.

Johanes Clute  
Philip Pietersz Schuyler

Jan Cloet is buyer of an iron fire plate,

to be paid in cash, sewant  
Willem Brouwer, a settle bed for  
Lowies Cobus, a copper pan  
J. V. Renselaer, an iron wedge

f41:--  
f10:--  
f 4:10:--  
f 4: 5:--  
f59:15:--

Jan Kloet, a ploughshare with a coulter, belonging  
to J.H.V. Bael, to be paid cash in sewant

f49:--

[220] Conditions and terms on which the Hr. Schout Swart wants to sell, in the form of a transaction, the personal estate of Harmen Janssen Bos, together with a horse, for which payment shall be made in good, whole merchantable beaver pelts or in good strung merchantable sewant at f25:-- per beaver; it is hereby stipulated that no one shall be able to buy any goods by offsetting any debt, which the buyer might truly demand of aforesaid Harmen Bos, but the purchase money shall be delivered into the hands of the honorable schout. Auction fees are charged to the buyer in payments as above.




Elmer Otten remained highest bidder and buyer of the horse for f81	f 81:--
Jacob Tijssen, a musket	f 28:--
Henderick van Nes, 2 guns	f 25:--
Jacob Tijssen, 2 ditto	f 14:--
Rosenboom, 2 gun barrels and 3 locks	f 16:--
Dirck van Schelluyne, a sword	f 8: 3:--
Jacob Tijssen, 1 pistol and 1 ax	f 6:--
Carsten de Smit, 2 coverlets	f 16:--
Jacob Tijssen, a parcel of old knick knacks	f 11:--
Dirck Hesselinhg, 3 hams, one side [of bacon] and 5 pieces of smoked meat	f 19:--
Jacob Tijssen, a hat	f 17:--
Lowies Cobus, 1 small cloth coat, 1 pair of serge pants	f 54:--
Idem, a white napped cloth coat	f 7:10:--
Dirck Hesselinhg, one ditto	f 8:--
Barent de Smit, a parcel of trade jewels	f 5:10:--
Swarte Marten, a parcel of old stockings	f 15:--
Elmer Otten, a parcel of flints	f 3:--
Gijsbert vanden Bergh, 1 shift and 1 waistcoat	f 14:--
Schout Swart, 8 ells linen	f 28:--
Roosenboom, 1 piece of cotton cloth, 1 powder horn, and a pair gloves	f 4: 5:--
Gerrit Hardenbargh, 3 old shirts, 1 valance	f 8:--
	f388: 8:--

[CONVEYANCE OF A HOUSE AND LOT FROM THE LATE REYNDERT  
PIETERSZ TO HENDERICK ROSENBOOM]\*

[221] On this the 14th of June 1673 there appeared before me, Ludovicus Cobes of Albany, Colonie, Rensselaersw. and Schaenhectede, in the presence of the honorable lords magistrates of the same court Sr. Gerrit van Slichtenhorst and Adriaen Gerritsz, Jacob Heven and Mr. Gerrart Swart and Adriaen van Ilpendam, in their capacity as administrators of the estate of the late Reyndert Pietersz, who declare that in true, rightful, free ownership, they have hereby granted, conveyed and transferred to and for the benefit of Mr. Henderick Roosenboom, a certain house and lot located here in Albany, at the hill, adjacent Goossen Gerritsen to the

\* Note that there is gap in this book of records from 1667 to 1673.

south, Laurens Laurens to the north, the hill to the west, and the wagon way to the east, five rods wide and 20 rods long lying in a square, by virtue of the patent thereof, being dated the 30th of April 1667 from the Right Honorable Lord General Nicolls, and conveyance dated the 5th of August 1662 issued by Secret[ary] Schelluyne, and that free and unencumbered without any charge standing or issuing against it, save only the lord's right, and without the grantors in the aforesaid capacity having anymore the least claim thereupon. Also acknowledging that they are quite satisfied and paid for it, the first penny with the last; giving therefore *plenam actionem cessam*, and complete authority to the aforementioned Mr. Roosenboom, his heirs and successors, or assigns, to do with and dispose of the aforesaid house and lot, as he with his patrimonial estate and effects might do; promising to keep the same safe against every one and to free the same from all troubles, demands and charges, as is right, and further, nevermore to do, nor permit anything to be done, against this, either according to or without [222] the law, in any manner whatever, thus agreeing thereto under obligation according to law. Done in Albany, dated as above.

The mark of  Jacob Heven, placed with his own hand  
G. Swartt

In my presence,  
Ludovicus Cobes, secretary

[MORTGAGE OF A HOUSE AND LOT FROM GERRIT JANSZ STAVAST  
TO JACOB VERBANGER]

[223] On this the 19th of June 1673 there appeared before me, Ludovicus Cobes, secretary of Albany etc., in the presence of the most honorable lords magistrates of the same court Messrs. Adriaen Gerritsz and Andries Teller, Gerrit Jansz Stavast, who in the matter in question between him and Mr. Jacob Verbanger, by special provision, mortgages his house and lot standing and located here in Albany, and does so according to the sentence of the honorable judges, and further pledging generally his person and estate, personal and real, present and future, without exception; submitting the same to the force of all the lord's laws and judges, in order to be able, in time of need, to recover payment without cost or damage. Albany, dated as above.

Gerret Jansen Stavast

In my presence,  
Ludovicus Cobes, secretary

Adriaen Gerretsen  
A. Teller

The contents of this are annulled, voided and made null, pursuant to the notarized document in the margin of the copy of the mortgage, written by Willem Bogardus, reading as follows: "On this date, the 8th of July 1673, the contents of the above written mortgage, with another obligation, were annulled, voided and not enacted, and in witness of this, was signed in N. Yorck as above Jacob Hendricx; below was written: Acknowledged before me, W. Bogardus, notary public."

Agrees with original,  
Ludovicus Cobes, Secretary

Albany, the 16th of July 1673.

[224] [*blank*]

[CONVEYANCE OF A PARCEL OF LAND FROM GERRART VISBEECK  
TO JAN HENDRICX VAN SOLSBERGEN]

[225] On this the 17th of July 1673 appeared before me Ludovicus Cobes secretary of Albany etc., in the presence of the most honorable magistrates of the same court Messrs. Adriaen Gerritsen and Andries Teller, Gerrart Visbeeck, who declares, in true, rightful, free ownership, that he has granted, conveyed and transferred by these presents to and for benefit of Jan Hendricx van Solsbergen and Mr. Gerrart van Slechtenhorst, a certain parcel of land located east bank, stretching along the river and inland into the woods from the second Claever\* to the Steenekilletie, which in the Indian language is called Preeuwenhoeck, by virtue of the patent thereof from the Right Honorable Governor Richard Nicolls, and that free and unencumbered without any charge standing or issuing against the same, except only the lord's right; without the grantors

\* This may be a reference to shapes in the riverbank which resemble cloverleaves. One such geographical configuration gave rise to the placename Claverack.

making anymore the least claim thereon, acknowledging that to his content he is satisfied therefor and paid the first penny with the last, granting moreover *plenam actionem cessam*, and full power to the aforesaid Jan Hendricx and Mr. Slechtenhorst, their heirs and descendants or those who hereafter may acquire their right and title, to do with and dispose of the aforesaid parcel of land, as they with their patrimonial estate and goods might or could do; promising to keep the same safe against everyone and to free it from all trouble, claims and charges, as is right. And further nevermore to do or allow to be done anything against the same either with or without the laws, in any manner whatsoever, thus agreeing thereto under obligation according to law. Albany, dated as above.

Gerrit Visbeeck

In my presence

Ludovicus Cobes, secretary

Adriaen Gerretsen

A. Teller

[CONTRACT BETWEEN THOMAS WILLET AND JURIAEN TEUNISZ]\*

[226] On this the 30th of July 1673 appeared before me, Ludovicus Cobes, secretary of Albany etc., in the presence of the witnesses named below, Cap. Thomas Willet, who acknowledges to have received from the hands of Jurriaen Theunissen the quantity of one hundred good, merchantable beaver pelts, for which the appearer promises to deliver here to Albany, at the very first opportunity this summer, to Juriaen Teunisz, free and unencumbered, eight hogsheads of good French [wine] and an anker of brandy, in addition also the choice of four hogsheads of French [wine], provided that Juriaen Teunisz shall pay for it according to agreement; pledging his person and estate, personal and real, present and future, nothing excepted; submitting the same to all the Lord's laws and judges.

Thus done in Albany, dated as above in the presence of Jores Christoffelsz, called as witness hereto.

Tho. Willett

\* This document is canceled in the original.

Nota bene

For the sake of formality and to prevent all trouble and disputes, it is agreed between the parties, that each hogshead must contain and hold 6 ankers, and additional amounts found in the casks must be compensated for by Juriaen Teunisz.

Joris Davits

In my presence  
Ludovicus Cobes, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM SILVESTER  
SALISBURY TO ANDRIES TELLER]

[227] On this the 1st of August 1673, there appeared before me, Ludovicus Cobes, secretary of Albany and in the presence of the honorable magistrates of the same court Messrs. G. V. Slechtenhorst and Adriaen Gerritsz; Capt. Silvester Salisbury, schout here,\* who declares that in true, rightful, free ownership, he has granted, conveyed and transferred by these presents, to and for the benefit of Sr. Andries Teller, merchant here, a certain house and lot belonging to him, standing and located here in Albany next to the dwelling of said Teller by virtue of a conveyance thereof derived from Cornelis Vielen, and that free and unencumbered without any claim standing or issuing against the same, excepting alone the Lord's right, without the grantor making the least claim anymore upon the same; also acknowledging that he is perfectly satisfied and paid for it, the first penny as well as the last; giving therefore *plenam actionem cessam*, and full power to the aforesaid Sr. Andries Teller, his heirs and descendants, or those who may hereafter receive his right and title, to do with and dispose of the aforesaid house and lot as he might do with his patrimonial estate and effects; promising to defend the same against everyone and to free it from every trouble, claim and charge, as is lawful; and furthermore, neither to do nor allow anything to be done against the same, either with or without the laws; in any manner whatsoever, under an obligation provided for it according to the law. Albany, dated as above.

Gerrit van Slichtenhorst  
Adriaen Gerretsen

Silvr. Salis[bury]

\* Capt. Salisbury replaced Capt. John Baker as commander of the fort in July of 1670. At this time he was also made schout of the court, replacing Gerrit Swart.

In my presence,  
Ludovicus Cobes, [secretary]

[CONVEYANCE OF A HOUSE AND LOT FROM THOMAS  
DE LAVAL TO DANIEL HONDECOUTRE]

[228] On this the 1st of August 1673, there appeared before me, Ludovicus Cobes, secretary of Albany etc., in the presence of the of the honorable magistrates of Albany G. V. Slichtenhorst and Adriaen Gerritsz, My Lord Thomas de Laval, who declared that, in true, rightful, free ownership, he has hereby granted, conveyed and transferred to and for the benefit of Sr. Daniel Hondecoutre, merchant here, a certain house and lot standing and located here in Albany, inhabited by Mr. Pritty, and adjacent next to the dwelling of Gerrit Jan[sz] Stavast, by virtue of the patent thereof, and that free and unencumbered, without any claim standing or issuing against the same, except only the Lord's right, without the grantor making anymore the least claim upon the same; also acknowledging himself perfectly satisfied and paid for it, the first penny with the last; and giving for it *plenam actionem cessam* and complete power to the aforesaid Sr. Hondecoutere, his heirs, and descendants, or those who may hereafter receive his right and title, that he may do with and dispose of the aforesaid lot as he might do with his patrimonial estate and effects; promising to defend the same against everyone and to free it from all troubles, claims and charges, as is right; and further, nevermore to do or allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided by law. Albany, dated as above.

Gerrit van Slichtenhorst  
Adriaen Gerretsen

Tho. De Lavall

In my presence,  
Ludovicus Cobes, secretary

[BOND OF HENDRICK MARCELIS FOR HIS  
SON-IN-LAW MATTHIJS COENRAERTS]

[229] On this the 21st of September 1673, there appeared before me, Ludovicus Cobes, secretary of Willemstadt etc.,\* in the presence of the honorable magistrates of the same court, Messrs. Gerrit van Slichtenhorst and Adriaen Gerretsz, Hendrick Marcelis, who lives behind Kinderhoeck, offers himself as surety for his son-in-law Matthijs Coenraets, and hereby acknowledges that Laurens van Ale[n] has furnished and advanced a certain sum of money to them for payment of the farm hands, and additional expenses honestly due to him, for which moneys this appearer specifically pledges a mare and a heifer, and all the grain, which shall not be harvested from same, before and until he, Laurens van Alen, has his; which payment he shall deliver here or at the waterfront whenever he, Laurus, chooses; and further generally [pledges] his person and estate, personal and real, present and future, without exception, in order that it may be possible to recover payment thereby in due time if need be, without cost and loss. Willemstadt, dated as above.

The mark of Hendr. Marcelis, placed with his own hand.

Gerrit van Slichtenhorst  
Adriaen Gerrtsen

In my presence  
Ludovicus Cobes, Secrets.

[230] [blank]

[CONVEYANCE OF A LOT FROM DAVIDT PIETERSZ  
SCHUYLER TO JOHANNES WENDELL]

[231] On this the 17th of September 1673, there appeared before me, Ludovicus Cobes, secretary of Willemstadt, in the presence of the honorable magistrates of the same court Sr. Gerrart van Slichtenhorst and Adriaen Gerritsz, Mr. Davidt Pietersz Schuyler, who declared that, in true right and free ownership, he hereby granted, conveyed and transferred, to and for the benefit of Johannes Wendell, a certain small lot located at the hill next to Jacob Sandersz, which is one rod less one

\* New Netherland was retaken by the combined fleet of the Dutch admirals Evertsen and Benckes on August 9, 1673, at which time Albany was renamed Willemstad and the former Fort Orange was renamed Fort Nassau.

inch wide and in length according to patent dated the 15th of September old style 1670 from the right honorable former Lord General Francis Lovelace, to which reference is herein made; and that free and unencumbered, with no claim standing or issuing against the same, except only the Lord's right. Without the grantor making the least claim anymore upon it; also acknowledging that he is quite satisfied and paid for the same, the first penny with the last, giving for it *plenam actionem cessam* and entire power to the aforesaid Johannes Wendel, his heirs and descendants, or those who may hereafter receive his right and title, to do with and dispose of the aforesaid lot as he might do with his patrimonial estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, as is right, and neither to do nor allow anything to be done hereafter against the same, with or without law, in any manner whatsoever, under obligation as provided according to law. Done at Willemstadt.

Gerrit van Slichtenhorst  
Adriaen Gerretsen

Davydt Schuyler

In my presence  
Ludovicus Cobes, secretary

[232] [blank]

[CONVEYANCE OF A HOUSE AND LOT FROM CORNELIS  
CORNELISSEN VIELE TO RITCHARD PRITTI]

[233] There appeared before me, Johannes Provoost,\* secretary of the court of Willem Stadt, Colonie Rensselaerswijck and Schanhechtade, in the presence of the Hon. David Pietersen Schuyler and Cornelis van Dijck, magistrates of the same, Cornelis Cornelissen Viele, who declares that he has granted and conveyed, and that in right and true ownership, as he hereby so does, to and for benefit of Mr. Ritchard Prittj, his house and lot located in Willem Stadt, on the south adjacent to the broad street, on the north the kill, on the west the dwelling of Pieter Hartiens, on the east the small street. In breadth in front on the street one rod three feet and eleven inches, and in the rear on the kill one rod one foot and four

\* At this time Johannes Provoost replaced Ludovicus Cobus as secretary. Also, the jurisdiction of the court of Willemstadt now included Rensselaerswijck and Schenectady.



inches; in length on the east side five rods one foot and ten inches, and on the west side five rods five feet and two inches Rhineland measure, by virtue of the patent thereof from the former right honorable Lord General dated the 2d of May 1668, to which reference is made; and that free and unencumbered without any claim standing or issuing against the same, save the Lord's right, without the grantor's making the least claim anymore upon it; acknowledging that he is fully satisfied and paid for it; and giving for it complete power to the aforesaid Ritchard Pritti, his heirs and successors, to do with and to dispose of the aforesaid house and lot as he might do with his other patrimonial estate and effects; [234] and promising to defend the same from all persons, and to free the same from all troubles, claims and charges, which is lawful, and further neither to do nor to allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation provided according to law for that purpose. Done in Willemstadt, the 24th of October 1673.

Cor. Cor. Vielen

Davijdt Schuyler  
Cornelis van Dijck

In my presence  
Johannes Provoost, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM RITCHARD PRITTI TO ELISABETH SALLISBERRY]

[235] There appeared before me Johannes Provoost, secretary of Willem Stadt etc., in the presence of the honorable lords magistrates of the same court Marten Gerritsen and Pieter Bogardus, Mr. Ritchard Prittj, who declares, that in true rights and free ownership he has granted, conveyed and transferred, as he hereby so does, to and for the benefit of Juffrou Elisabeth Sallisberry, wife of Capt. Silvester Sallisberry, her certain house and lot, located in Willem Stadt, on the south adjacent to the broad street, on the north to the kill, on the west to the former dwelling of Pieter Hartgers, on the east to the small street; in breadth in front on the street, one rod three feet and eleven inches, and behind on the kill, one rod one foot and four inches; length on the east side, five rods one foot and ten inches, on the west side, five rods five feet and 2 inches, Rhineland measure; by virtue of the patent thereof from the former Lord Governor Ritchard Nicols dated the 2d of May 1668, to which reference is made; and that free and unencumbered without any claim standing or issuing against the same, except the Lord's right without the grantor's making the least claim anymore upon the same, acknowledging that he is fully satisfied and paid for it, and giving for it full power to the aforesaid

Elisabeth Sallisberry, her heirs or successors, or those who may hereafter receive title from her, to do with and to dispose of the aforesaid house and lot as she might do with her other patrimonial estate and effects; promising to defend the same against all persons, and to free it from all complaints, claims and charges, as is right; [236] and further neither to do nor allow anything to be done henceforth against the same, either with or without law, in any manner whatsoever, under obligation in accordance with the law.

Done in Willem Stadt, the 2nd of November 1673.


Richard Pretty

Marten Geritsen  
Pieter Bogardus

Acknowledged before me  
Johannes Provoost, secretary

[ACKNOWLEDGEMENT OF DEBT BY HENDERICK  
LAMBERTSEN TO GERRIT SLICHTENHORST]

[236] On this the 18th of December 1673, there appeared before me, Johannes Provoost, secretary of Willem Stadt, in the presence of the honorable Cornelis van Dijck, schepen of the same court, Henderick Lambertsen, who declares by these presents that he is honestly and clearly indebted to Sr. Gerrit Slichtenhorst for the sum of thirty-two guilders in beavers, which he promises to pay within the space of two months from this date, specifically pledging for it his cow, at present standing in a stall at Schanhechtade at Adam Vroman's, in order, if required, to recoup payment of the aforewritten sum without cost and loss. Done as above, dated as above.

This is the mark of  Henderick Lambertsen  
placed with his own hand

Corn. van Dijck Acknowledged before me,  
Johannes Provoost, secretary

Sr. Gerrit Slichtenhorst acknowledges that he has been fully paid for this preceding obligation of the cow on behalf of Henderick Lambertsen.  
Willem Stadt, the 20th of October, 1674.

Acknowledged before me,  
 Johannes Provoost, secretary

[BILL OF SALE TO JAN CONEEL FOR A LOT  
 BELONGING TO ROELOFF JANSSEN]

[237] There appeared before me, Johannes Provoost, secretary of Willem Stadt and Colonie Renselaerswijck and in the presence of the witnesses named below, Roeloff Janssen and Jan Coneel, who hereby declare, that they have concluded a sale with each other as follows, namely: Roeloff Janssen has sold to the aforesaid Jan Coneel his lot located at the hill between Jacob Tijssen vander Heyden and Jan Waerd, and that of such size as it was received by him, the seller, from Jacob Tijssen at public auction, it is immediately made an additional condition that the seller remains obligated to deliver to the buyer the aforesaid lot, forty feet long in the rear and twenty feet wide in front on the street, which lot the buyer shall immediately begin to build upon, and upon payment for the lot, the buyer shall receive a proper conveyance, for which lot the said Jan Coneel promises to pay four good, whole merchantable beaver pelts and to do so punctually on the first of next coming July, thus done without craft or guile, in the presence of Maes Cornelissen and Jan Gauw as witnesses. Done in Willem Stadt, the 27th of February 1674.

Roelof Jansen  
 John Conell

This is the mark of  Jan Gauw, set with his own hand.  
 Maes Cornelysz

Acknowledged before me  
 Johannes Provoost, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM HENDERICK  
 WILLEMSSEN TO STOFFEL JANSSEN ABEEL]

[238] On this the 2d of July 1674, there appeared before me, Johannes Provoost, secretary of Willem Stadt, in the presence of the right honorable lords, Cornelis van Dijck and Pieter Bogardus, magistrates of the same court, Henderick Willemsen, who hereby declares, in true, rightful,

free ownership, that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for benefit of the honorable Stoffel Janssen Abeel, by virtue of a patent accompanying this, his certain house and lot standing and located in Willem Stadt, adjacent Hans Dreper to the north, Pieter Loockermans, the elder, to the south; and is in front on the street three rods, five feet and one inch wide; in back three rods less three inches wide; on the north side seven rods and one foot long; on the south side the length is from the street up to the fence of Adriaen Gerritsz; and that free and unencumbered, without any claim standing or issuing against it, excepting only the Lord's right, without the grantor's laying claim anymore upon the same, acknowledging that he is fully satisfied and paid for it, giving for it full power to the aforesaid Stoffel Janssen Abeel, his heirs and descendants or those who hereafter may receive right and title from him, to do with and dispose of the aforesaid house and lot as he might do with his own patrimonial estate and effects; promising to defend the same against every person and to free it from all trouble, claims and charges, as is right, and further, never more to do or permit anything to be done against the same, either with or without law, in any manner whatsoever, under obligation thus provided according to law. Done in Willem Stadt, dated as above.

This is the mark of Henderick Willem  
set with his own hand

Corn. van Dijck  
Pieter Bogardus

Acknowledged before me  
Johannes Provoost, secretary.

[CONVEYANCE OF A HOUSE AND TWO LOTS FROM  
JOCHIM WESSELS TO HENDERICK KUYLER]

[239] On this the 31st of July 1674, there appeared before me, Johannes Provoost, secretary of Willem Stadt and Colonie Rensselaerswijck, in the presence of the right honorable lords Gerrit Slichtenhorst and David Schuyler magistrates of the same court, Jochim Wessels Backer, burger and resident here, who declares that in true, rightful, free ownership he has granted and conveyed, as he hereby does grant and convey in real and actual possession to and for the benefit of Henderick Kuyler, his

certain house here and two lots, standing and located together in Willem Stadt at the hill; adjacent Meyndert Harmsen to the west, the town's fence to the east, the street to the south, and the fence of the Lutheran church to the north. The lot on which the house stands is twenty board feet wide both in front and in the rear, and the length is up to the fence of the Lutheran church; the other lot to the west thereon is two rods, three feet and eight inches wide and the length [is] as before up to the aforesaid fence. This he does by virtue of patent from the lord governor Lovelace, the one dated 19th October 1668 and the other the 15th of August 167[ ]; and that free and unencumbered without any claim standing or issuing against the same, excepting only the Lord's right, without the grantor having anymore the least claim against the same, acknowledging that he is fully satisfied and paid for it, giving for it free power to the aforesaid Hendrick Cuyler, his heirs and successors, or those who hereafter may receive right and title from him, to do with and dispose of the aforesaid house and lots as he might do with his patrimonial estate and effects; promising to defend the same against all persons, and to free the same from all trouble, claims and charges, which is right; and further, neither to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation for that purpose provided according to law. Done at Willem Stadt, dated as above.

Jochem Wessels B.

Gerrit van Slichtenhorst  
Davidt Schuyler

Acknowledged before me,  
Johannes Provoost, secretary

[CONVEYANCE FOR A HOUSE AND LOT OF THE LATE  
PIETER CLAERBOUT TO JAN HARMESSEN BACKER]

[240] There appeared before me, Johannes Provoost secretary of Willem Stadt and Colonie Renselaerswijck, in the presence of the Hon. Cornelis van Dijck and Pieter Bogardus *magistrates* of the same court, Wouter Albertsen Uittenhoff, attorney for the late Pieter Claerbout's effects here, who declares, in true rights and free ownership, that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for the benefit of Jan Harmsen Ba[cker], his heirs or assigns who shall have rights from him, the house and lot of said Pieter Claerbout located here in Willem Stadt, which he does by virtue of patent from the lord governor Ritchardt Nicols dated 14 May 1667; being of such breadth, length and limits as it lies enclosed within its fence and

bounded between the dwellings of said Bogardus [and] Rut Aertsen; and that free and unencumbered, without any claim standing or issuing against it, excepting only the Lord's right, without the grantor laying the least claim anymore to the same; also acknowledging that he is fully satisfied and paid for it, and giving full power for it to the aforesaid Jan Harmsen Backer, his heirs and successors or those who may hereafter receive right and title from him, to do with and dispose of the aforesaid house and lot as he might do with his other patrimonial estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, as is right, and further, nevermore to do or allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided according to law for that purpose. Done in Willem Stadt, the 24th of August.

Wouter Albertsen

[Corn. van Dijck]  
Pieter Bogardus

Acknowledged before me  
Johannes Provoost, secretary.

[Marginal notation:] As the underwritten Jan Harmsen was not satisfied that the measure of the lot was not expressed in this instrument, since the grantor according to contract has sold him the house and lot as it lies in its fence, so Jan Harmense has caused the same to be measured by the surveyor and the length is six rods, three feet and three inches, breadth in the rear nine and a half feet, and in front on the street fourteen feet, Rhineland measure, which he desires to claim from him the [grantor].

[BILL OF SALE FOR A HOUSE BELONGING TO JAN CONEEL]

[241] There appeared before me, Johannes Provoost, secretary of Willemstadt and Colonie Renselaerswijck, and in the presence of the witnesses named below, Jan Coneel and James Penniman, who in love and friendship declare that they have agreed and contracted with each other about the sale of a house and lot in the following manner: First, Jan Coneel acknowledges that he has sold and James Penniman that he has bought from him, his, Jan Coneel's, house and lot located here in Willem Stadt where he, the seller presently dwells, for which he, the buyer, promises to pay to the seller the sum of seventy pounds sterling in Boston money and that in two installments, the first of which shall be in the month of July 1675 and a sum of thirty pounds sterling to be received by the seller in Boston, together with thirteen ells of serge for his, the seller's, wife

for a dress; and the second installment, a year after, being 1676, also in the month of July, the sum of thirty pounds sterling, to be paid in New Orange, in rum at three shillings six stuivers per gallon, besides also ten pounds sterling which the buyer shall pay in hats at market price; about which the contracting parties are mutually well content as being dated [ ] without craft or guile, the respective parties pledging their persons and estates to the execution of this [contract].

Thus done in Willem Stadt in the presence of Anderies Teller and Willem Percker, called as witnesses hereto on this 10th of August 1674.

A. Teller, witness  
Will. Parker

John Conell  
James Penimane

[242-244] [*blank*]

[ACKNOWLEDGEMENT OF DEBT OF WILLEM  
NOTTINGHAM TO GOOSSEN GERRITSEN]

[245] There appeared before me, Johannes Provoost, secretary of Willem Stadt and Colonie Renselaers Wijck, in the presence of the right honorable magistrates Cornelis van Dijck and David Schuyler magistrates of the same court, the honorable Willem Nottingham, who hereby acknowledges that he is well, truly and honestly indebted to Sr. Goossen Gerritsen in the quantity of twenty-six good, choice, beaverskins, each of which must weigh one and a half pounds; also f1, two stuivers and eight penn. in beavers; besides three beavers of seven quarters weight, good and merchantable, for goods and merchandise received therefor to his satisfaction; which aforesaid beavers he promises to pay to the aforesaid Goossen Gerritsen or his attorney punctually on the first of August 1675, with interest on the same at 12 percent yearly, to begin on the date of this instrument and running until full payment is made; except in case the mortgager, during the year, gives full satisfaction for and pays said beavers, he shall be exempt from paying the interest; to the full performance of which the said Willem Nottingham pledges his person and estate, personal and real, present and future, especially mortgaging and pledging both of his houses and lots located here in Willem Stadt at the hill, so if need be to recoup thereon the payment of the aforesaid twenty-nine beavers and f1: 2: 8: in beavers without cost or loss. Done

in Willem Stadt the first of October 1674.

Wm. Nottingham

Corn. van Dijck  
Davdyt Schuyler

Acknowledged before me,  
Johannes Provoost, secretary

[246] [*blank*]

[ACKNOWLEDGEMENT OF DEBT OF WILLEM NOTTINGHAM  
TO THE HEIRS OF CAPTAIN TOMAS WILLET]

[247] There appeared before me, Johannes Provoost, secretary of Willem Stadt and Colonie Renselaerswijck, and in the presence of the honorable and esteemed lords Gerrit Slichtenhorst and Pieter Bogardus magistrates of the same court, the honorable Willem Nottingham, who hereby acknowledges that he is truly and honestly indebted to Sr. Anderies Teller in the quantity of sixteen good, whole and merchantable beaver pelts, for goods and merchandise received to his content and satisfaction; which aforesaid sixteen beavers he promises to pay this autumn at the latest by the middle of the month of November next coming, and failing to make payment within said time, he promises to pay interest at the rate of ten percent; thereto pledging his person and estate, personal and real, present and future, herewith mortgaging as a special pledge his two houses here in Willem Stadt, located at the hill, so in time of need to recoup thereon the payment of the aforesaid sixteen beavers without cost and loss.

Done in Willem Stadt, the 15th of October 1674.

Wm. Nottingham

Gerrit van Slichtenhorst  
Pieter Bogardus

Acknowledged before me,  
Johannes Provoost, secretary.

[248] [*blank*]



[ACKNOWLEDGEMENT OF DEBT BY WILLEM NOTTINGHAM  
TO THE HEIRS OF TOMAS WILLET]

[249] There appeared before me, Johannes Provoost, secretary of Willem Stadt and Colonie Renselaers Wijck and in the presence of the honorable esteemed gentlemen Cornelis van Dijck and Pieter Bogardus, schepens of the same court, the honorable Willem Nottingham, presently residing here, who acknowledges and hereby declares that he is well, truly and honestly indebted to the heirs of Captain Tomas Willet, deceased, in the sum of three hundred and fifty-seven guilders, payable in good, whole and merchantable beaver pelts, at eight guilders, for goods and merchandise received to his content and satisfaction; and he promises to pay the aforesaid sum to the said heirs, said administrators or their attorney, at the first request they shall make upon him, the mortgagor; thereto pledging his person and estate, real and personal, present and future; mortgaging herewith and especially pledging his two houses and lots here in Willem Stadt, located at the hill, in order to recoup payment of the aforesaid sum of three hundred and fifty-seven guilders without cost and loss, in case of need.

Done in Willem Stadt, the 16th of October 1674.

Wm. Nottingham

Corn. van Dijck  
Pieter Bogardus

Acknowledged before me  
Johannes Provoost, secretary


[CONVEYANCE OF SHARE IN SAWMILL BY GEERTRUY PIETERS  
TO WIJNANT GERRITSEN VANDER POEL]

[250] There appeared before me, Johannes Provoost, secretary of Willem Stadt and Colonie Renselaers Wijck, and in the presence of the honorable esteemed gentlemen Marten Gerritsz and Pieter Winnen schepens of the same court, Geertruy Pieters former widow of the late Abraham Pietersen Vosburgh, who declares that she has granted and conveyed, as she hereby does grant and convey, in real and actual possession, to and for benefit of Wijnant Gerritsen vander Poel, her half of the sawmill located in the colonie Renselaers Wijck on the east shore opposite the farm of Sr. Philip Schuyler, standing on the kill which lies on the south side of the farm of Sr. Jeronimus Ebbinck, with all the tools belonging thereto, which she has thereon and that free and unencumbered, except-

ing only the rights of the lord patroon, without the grantor's making any further claim upon it, acknowledging that she is fully satisfied and paid for it, giving for it full power to the aforesaid Wijnant Gerritsen, his heirs and descendants or those who may hereafter receive right and title from him, to do with and dispose of the aforesaid half sawmill as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and to free the same from all actions, claims or charges, which hereafter may come against the same, as is right, and further neither to do nor to allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation provided therefor according to law.

Done in Willem Stadt, the 18th of October 1674.

Marten Gerritsen  
Pieter Winne

This is the mark  of Geertruy Pieters  
set with her own hand

Acknowledged before me  
Johannes Provoost, secretary

[CONVEYANCE OF A HOUSE AND LOT BY  
GERRIT BANCKER TO JACOB STAETS]

[251] Before me, Johannes Provoost, secretary of Willem Stadt and Colonie Renselaers Wijck, and in the presence of the honorable esteemed gentlemen Adriaen Gerritsen and Marten Gerritsen, schepens of the same court, there appeared Gerrit Bancker, who declares in true, rightful, free ownership, that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for benefit of Jacob Staets, his, the grantor's, house and lot standing and located here in Willem Stadt, presently occupied by Hans Dreper, to the south adjacent Stoffel Janssen and to the north Meyndert Fredericksz, as the same stands within fence and boundaries, in front on the street three rods and four feet wide, in the rear ten and a half feet Rhineland measure; and that free and unencumbered, without any claim standing thereon, excepting only the lord's right, without he, the grantor, having any further claim upon the same; acknowledging that he has received for it full satisfaction and payment, giving for it full power to the aforesaid Jacob Staets, his heirs and descendants, or those who may receive hereafter right and title from him, to do with and dispose of the said house and lot as he might do with his other patrimonial estate and effects; promising to defend the

same from all persons, and to free it from all actions, claims and charges, which may hereafter come against it, as is right, and further neither to do nor to allow anything to be done hereafter against the same, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Willem Stadt, the 6th of November 1674.

Gerret Bancken

Adriaen Gerretsen

Marten Gertsen

Acknowledged before me

Johannes Provoost, secretary

[CONVEYANCE OF A HOUSE AND LOT BY WILLEM TELLER  
TO JOHANNES DE WANDELAER]\*

[252] Before me, Johannes Provoost, secretary of Albany, Colonye Renselaerswijck etc., and in the presence of the honorable esteemed gentlemen Adriaen Gerritsen and Jacob Janssen Schermerhoorn magistrates of the same court, there appeared Mr. Willem Teller, who declares, in true, rightful, free ownership, to have granted, conveyed and transferred, as he hereby does, to and for benefit of Johannes de Wandelaer, as he, J. de Wandelaer, in like form hereby and at once does transfer and convey again to Mr. Jan Henderickse van Bael, a house and lot located here in Albany at the hill, in front on the street twenty-one feet wide, length up to the lot of Captain Backer,† and in the rear twenty feet Rhineland measure wide, out of which breadth of the aforesaid lot there lies a foot and a half on the east side of the said house for an alley in common with Dirck Hesseling, who also has a foot and a half there, so that the said alley as a whole is 3 feet wide, for use of both; to the east adjacent the grantor, to the west Dirck Hesseling, to the south Captain Backer's lot and to the north the street; and that by virtue of a conveyance dated 6/16 July 1668, issued by Jan Coster van Aken for benefit of the first grantor, Willem Teller; free and unencumbered, without any claim

\* This document marks the return of New Netherland to the British crown under Governor Edmund Andros.

† Captain John Backer was appointed commander of the fort at Albany by Governor Richard Nicolls in September 1665. He was succeeded by Captain Sylvester Salisbury in July 1670.

standing or issuing against the same, excepting the lord's right; the grantors acknowledging that they are satisfied and paid by the aforesaid Jan Hend. van Bael, the first penny with the last, in respect to the sale of the aforesaid house and lot, giving for it full power to the aforesaid Jan Hendericksen van Bael, his heirs and descendants, or those who may hereafter receive right and title from him, to dispose of it as he might with his own patrimonial estate and effects, without the grantors' having any further claim upon the same; promising to defend it against all persons and to free it from all trouble and claims, and never more to do or suffer anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany this 15th of December 1674.

Willem Teller  
Johannes de Wandelaer

Adriaen Gerretsen  
Jacob Schermerhoren


Acknowledged before me  
Johannes Provoost, secretary

[BILL OF SALE FOR LAND AT KATSKILL FROM AN INDIAN  
NAMED SCHERMERHOORN TO JAN CLUTE]

[253] Before me, Johannes Provoost, secretary of Albany, Colonie Renselaerswijck, etc., and in the presence of the honorable gentlemen Gerrit van Slichtenhorst and Adriaen Gerritsen, magistrates of the same court, there appeared a certain Katskil Indian, commonly called by the Dutch Schermerhoorn, having established himself as surety and principal for various Indians, both Esopus and Katskill, and that for the benefit of Sr. Jan Clute, burger of this city, on account of certain goods and moneys disbursed, which sum with others amounts to eighty good, whole merchantable beaver pelts, and fifteen good otter pelts, which aforesaid sum he promises to pay promptly to said Jan Clute, or his order, within the space of two and a half years from this date; but if he, Schermerhoorn, in the meantime comes to die, or the aforesaid time having expired, he has not paid, then with mature deliberation he entirely agrees that the aforesaid Clute or his order, may take to himself in complete ownership his, Schermerhooren's, and his participant's land, being the half of the land belonging to the Indians at Katskill, together with a free

passage into the woods; and their lots shall be cast who shall have the preference as to the selection; and binds himself in such a manner that in case he comes to act otherwise than above mentioned, either directly or indirectly, or by any evasion howsoever it may be, it shall be null and of no effect whatever; understanding full well that the land belonging to Jan Bronck is not included herein. All that is above written he promises to hold valid and true, under obligation as provided for it according to law. Done in Albany the 25th of January 1674/75.

Gerrit van Slichtenhorst  
 Adriaen Gerretsen

This is the mark of  the Indian called Schermerhoorn placed with his own hand

This is the mark of  Lepelmaker placed with his own hand as witness

Acknowledged before me  
 Johannes Provoost, secretary

[*Below in English:*] I John Clute heir of late Capt. John Clute late of Canastagione of the County of Albany, deceased, doe acknowledge on the 24th of March 1696/7 to have recd. of Neele van Bergen, late widow of Capt. Marte Gerritz decd., on the behalf of the aforementioned Indn., the full contents of the aforementioned mortgade, wittnesse my hand, in Albany the 28th of Sept. 1703.

Johannes Clut

[CONVEYANCE OF LAND FROM KATSKILL INDIANS TO JAN BRONCK]

[254] Before me, Johannes Provoost, secretary of Albany, Colonie Renselaerswijck etc., there appeared an Indian commonly called Schermerhoorn by the Dutch, for himself and specially commissioned by another Indian named Siachemoes, who declares, in the presence of the highly esteemed gentlemen Gerrit van Slichtenhorst, Adriaen Geritsen, magistrates of the same court, that he has granted, conveyed and transferred, as he hereby does transfer, to and for benefit of Jan Bronck, his heirs or assigns, a certain piece of land located in Katskill, adjacent on the north side of the kil called Paskaecq by the Indians, below a hill which stands to the west, moreover he grants him free range for his cattle;

which he does by virtue of being the native and rightful proprietor of said land, and that out of a liberality shown him [and] for friendship acknowledged; refraining from any further claim on said piece of land, giving therefore to said Jan Bronck and his heirs full power to dispose thereof, the same as he might do with his other patrimonial estate and effects, without he, the grantor, making the least claim anymore upon it; promising to defend the same against all persons, and to free it from all actions, claims or charges of other Indians, or all other persons who may succeed them, and never more to do nor allow anything to be done against the same, with or without law, in any manner whatsoever. Done in Albany, the 25th of January 1674/5.

Gerrit van Slichtenhorst  
Adriaen Gerritsen

This is the mark  
Schermerhoorn

of the Indian named

Acknowledged before me  
Johannes Provoost, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM JAN CONEEL  
TO EVERT JANSSEN WENDEL]

[255] Before me, Johannes Provoost, secretary of Albany, Colonie Renselaers. etc. and in the presence of the highly esteemed gentlemen Adriaen Gerritsen and Anderies Teller, magistrates of the same court, there appeared Jan Coneel, citizen and resident here, who declares in rightful, true, free ownership, that he has granted and conveyed, as he hereby does grant and convey, to and for the benefit of Evert Janssen Wendel, also citizen here, a house and lot located in Albany at the hill, with all permanent fixtures; the lot is twenty-five feet wide in front and in the rear, four rods six feet and three inches long on the south side, four rods three feet three inches on the north side, on the east side adjacent to Claes van Rotterdam, on the south side Gerrit Lansingh, on the west and north side the public road, according to measurements and surveys of the surveyor dated the 5th of May 1668 and as a result of virtue of transport from Hr. Tomas de Laval dated the 17th of Aug. 1670, given to him, the grantor, to which reference is made herein; and that free and unencumbered, with no claim standing or issuing against the same,

excepting the lord's right, without he, the grantor, having any further claim upon the same, acknowledging that he has received full satisfaction and payment therefor, the first penny with the last, giving therefor full power to the aforesaid Evert Jansz Wendel, his heirs and successors or those who may hereafter derive right and title from him, to do with and dispose of the aforesaid house and lot as he might do with his patrimonial estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, which is right, and further nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany the 11th of March 1674/5.

Adriaen Gerretsen  
A. Teller

John Conell

Acknowledged before me  
Johannes Provoost, secretary

[CONVEYANCE OF LOT FROM JAN CONEEL TO ROBERT LIVINGSTON]

[256] Before me, Johannes Provoost, secretary of Albany Colonie Rense-laerswijck etc. and in the presence of the highly esteemed gentlemen Gerrit Slichtenhorst and Jacob Schermerhoorn, magistrates of the same court, there appeared Jan Coneel, resident here, who declares that he has sold, granted, conveyed and transferred, as he hereby does grant and convey, in real and actual possession, to and for benefit of Robert Livingston, merchant, a certain lot located here in Albany, being named No. 1, received by him, the grantor, by deed from Anderies de Vos dated 18th of June 1672, and which is located at the hill, adjacent westerly to Jan Waerdt, easterly the highway, northerly Pieter Winnen, on the south side four rods wide and westerly three rods and six feet; and that free and unencumbered without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having any more the least claim upon the same, and acknowledging that he is fully satisfied and paid therefor, the first penny with the last, giving for it full power to the aforesaid Robert Livingston, his heirs and successors or those who hereafter may derive right and title from him, to do with and to dispose of the aforesaid lot as he might do with his patrimonial estate and effects;

promising to defend the same against all persons, and to free it from all trouble, charges and claims, as is right, and further never more to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided thereto by law. Done in Albany the 11th of March 1674/5.

Gerrit van Slichtenhorst  
Jacob Schermerhoren

John Conell

Acknowledged before me  
Johannes Provoost, secretary

[CONVEYANCE OF A LOT, HOUSE, AND GARDEN FROM  
ANDRIES DE VOS TO THE DEACONRY]

[257] Before me, Johannes Provoost, secretary of Albany Colonye Rense-laerswijck and Schanhectade and in the presence of the highly esteemed gentlemen Anderies Teller and Jacob Janssen Schermerhoorn, magistrates of the same court, there appeared Anderies de Vos, citizen and resident here, who declares, in rightful, true, free ownership, that he has sold, granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of the deaconry here in Albany, his house and lot and garden all located at the hill, on the south adjacent the Third Kil, on the north the highway, on the west Paulus Martensen, on the east a lot of the grantor, and that of such magnitude and boundary as it lies enclosed in its fence, together with a little piece of hop land lying down along the Third Kil, bounding to the east Reyer Elbertsz, to the west the Kil, to the south and north the hill, and is on the south side thirty-one rods long, on the north side thirty rods, on the west side fifteen rods wide and on the east side twenty-three rods; and that free and unencumbered, with no claim standing or issuing against the same, excepting only the lord's right, which he does by virtue of patents; the one dated 10 Sept. and the other the 11th ditto 1667, given to him, the grantor, by the honorable Governor R. Nicolls, and acknowledging that he, the grantor, has been fully satisfied and paid for it, the first with the last penny; therefore giving to the aforesaid deaconry, or those who may hereafter receive title from them, full power to do with and dispose of the aforesaid house, lot and garden, with the piece of hop land, as they might deal with and dispose of their other estate; promising



to defend the same and to free it from all trouble and charges or claims which hereafter may arise and never more to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided therefor by law. Done in Albany first of April 1675.

A. Teller  
Jacob Schermerhoren

Andrys de Vos

Acknowledged before me  
Johannes Provoost, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM EVERT  
JANSSEN WENDEL TO NEHEMIAH PEARS]

[258] Before me, Johannes Provoost, secretary of Albany, Colonye Renselaerswijck etc., and in the presence of the highly esteemed gentlemen Jacob Schermerhoorn and Adriaen Gerritsz, magistrates of the same court, there appeared Evert Janssen Wendel, who declares to have sold, granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for the benefit of Nehemiah Pears, his house and lot located in Albany at the hill, with all permanent fixtures, adjacent on the east side to Claes van Rotterdam, on the south side Gerrit Lansingh, on the north and west side the highway, width in front on the street twenty-five feet, and behind up to Gerrit Lansingh's house from the uppermost corner it extends to the bottom in a straight line along said Lansingh's house, drip free, and is in the rear fourteen feet less two inches wide and on the south side four rods, six feet and three inches long; on the north side four rods, three feet and three inches; all as it is at present enclosed in its fence, which he, the grantor, does by virtue of conveyance coming to him from Jan Coneel, dated the 21 of March 1674/5, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing against the same, excepting the lord's right, without the grantor's making the least claim upon it any more; acknowledging that he is fully satisfied and paid therefor, giving therefor full power to Nehemiah Pears, his heirs and successors, or those who may hereafter derive right and title from him, to do with and dispose of the aforesaid house and lot as he might do with his other patrimonial estate and effects; promising to defend the same against all persons, and to free

it from all trouble, claims or [259] charges, which may hereafter arise, and never more to do nor allow anything to be done against the same, either with law or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 21st of April 1675.

Jacob Schermerhoren      Evert Jansz Wendel  
Adriaen Gerretsen

Acknowledged before me  
Johannes Provoost, secretary

[BILL OF SALE FOR A HOUSE, LOT AND GARDEN FROM  
JACOB SALOMONS TO SARA VAN BORSSUM]

[260] On this date written below, before me, Johannes Provoost, secretary of Albany and Colonie Renselaers Wijck and in the presence of the witnesses named below, there appeared Jacob Salomons of the one side and Sara van Borssum, empowered by her husband Cornelis van Borssum, of the other side, who declare that, in perfect friendship and amity, they have contracted with each other and made a bargain in the following manner; namely, Jacob Salomonsen acknowledges that he has sold to Sara van Borssum, and Sara van Borssum has bought from him, his the seller's certain house, lot and garden located at Albany by the Beverskil; and that with all permanent fixtures, the size, length and breadth according to the patent thereof, with such right and legalities as he, the seller, possesses in the same; for which aforesaid house, lot and garden Sara van Borssum promises to pay to the said Jacob Salomonsen or his order the sum of fifty good, whole, merchantable beaver pelts, in two installments, the first on the first of July of this year 1675 and the second payment on the first of July 1676, at each time a just half of the promised purchase money. The aforesaid house and lot shall be given and delivered to the buyer, on the first of June next coming; wherewith the contracting parties have full satisfaction, and approve of the same; and for execution of the same, the aforesaid parties respectively pledge their persons and estates, personal and real, present and future, placing themselves under the power of all laws and judges. Thus done in Albany in the presence of Cornelis van Dijck and Dirck Wessels, called as witnesses hereto, on this 24th of April 1675.

This is the mark  
placed with his own hand.

of Jacob Salomonsen,

Sara Van Bossem

Cornelis van Dijck  
Dierck Wesselsz

Acknowledged by me,  
Johannes Provoost, secretary

[CONVEYANCE OF HALF OF A BREWERY, LOT, AND GARDEN  
FROM JAN TOMASSEN TO HARMEN RUTGERS]

[261] Before me, Johannes Provoost, secretary of Albany and Colonie Renselaerswijck and in the presence of the highly esteemed gentlemen Adriaen Gerritsen and Anderies Teller, magistrates of the same court, there appeared the honorable Jan Tomassen, also a magistrate, who declares, in true, rightful, free ownership, that he has granted, conveyed and transferred, as he hereby does grant and convey, in real and actual possession, to and for benefit of Harmen Rutgers, his, the grantor's, half brewery, lot and garden, as he, the grantor, possesses the same in company with Volckert Janssen, according to the patent received by said Volckert Janssen and the acceptant from the honorable governor Francois Lovelace dated the 24th of March 1668/9, and according to the contents of the same [it measures] in breadth on the east side or the highway six rods, nine feet, ten inches; length on the south side by the alley of Abraham Staets five rods and eleven feet; on the west also adjacent to Abraham Staets six rods, five feet; on the north side [adjacent] the street [it is] seven rods one foot; the garden on the west side on the road [is] six rods nine feet long, on the north side by the road it is four rods seven feet, to the east by the river seven rods and 5 feet; on the south side again next to Abraham Staets five rods and 5 feet, all free and unencumbered, with no claims standing or issuing against the same, excepting only the lord's right, without the grantor's making the least claim any more thereupon, acknowledging that he is fully satisfied and paid for it, giving for it full power to the said Harmen Rutgers, his heirs and successors, or those who may hereafter acquire right and title from him, to do with and dispose of the aforesaid brewery, lot and garden as he might do with his other effects and patrimonial estate; promising to defend the same against all persons, and to free it from all trouble, claims and charges, which hereafter may arise, and never more to do nor allow

anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 28th of March 1674/5.

Adriaen Gerretsen  
A. Teller

Jan Thomasz

Acknowledged before me  
Johannes Provoost, secretary

[CONVEYANCE OF HALF OF A BREWERY, LOT, AND GARDEN  
FROM VOLCKERT JANSSEN DOUW TO HARMEN RUTGERS]

[262] Before me, Johannes Provoost, secretary in Albany and in the presence of the highly esteemed gentlemen Gerrit van Slichtenhorst and Jacob Schermerhoorn, magistrates of the same court, there appeared Volckert Janssen Douw, who declares that in true, rightful, free ownership, he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for the benefit of Harmen Rutgers, his, the grantors, just half of his brewery, lot and garden, as they have possessed the same in company, according to the patent granted to them, the grantee and grantor, by the lord governor Francoys Lovelace dated the 24th of March 1668/9, containing the following dimensions: width on the east side or the highway [is] six rods, nine feet and ten inches; length on the south side by the alley of Abraham Staets [is] 5 rods, eleven feet; on the west bounding also on Abraham Staets six rods, five feet; on the north side [bounding] the street seven rods, one foot; the garden on the west side [adjacent to] the road [is] six rods, nine feet; on the north side [adjacent] the road four rods, seven feet; to the east on the river edge seven rods, five feet; on the south side again on Abraham Staets five rods and five feet; and that free and unencumbered, without any claim standing or issuing against the same, excepting only the lord's right, without the grantor having the least claim any more upon it; acknowledging that he is fully satisfied and paid therefor, giving therefor full power to the said Harmen Rutgers, his heirs and successors or those who may hereafter acquire right and title from him, to do with and dispose of the aforesaid brewery, lot and garden, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and to free it from all trouble, claims and charges, as is right, and never more to do nor allow anything to be done against the same,

either with or without law, in any manner whatsoever, under obligation as provided for it by law. Done in Albany this 28th of April 1675.

Volckart Jansz Douw

Gerrit van Slichtenhorst  
Jacob Schermerhoren


Acknowledged before me  
Johannes Provoost, secretary

[BILL OF SALE FOR A HOUSE FROM GERRIT VAN NES  
TO JACOB SALOMONS]

[263] Before me, Johannes Provoost, secretary of Albany Colonie Renselaerswijck and in the presence of the witnesses named below, there appeared Gerrit van Nes on the one side and Jacob Salomonsen of the other side, who declare in all friendship and amity that they have contracted and made a bargain in the following manner; namely, Gerrit van Nes acknowledges that he has sold and Jacob Salomons that he has bought from him, his, the grantor's, certain house, standing and lying in the Colonie of Renselaers Wijck at the Greenebos, lying between a vacant lot and the domicile of Jan Oothout; and that, with all permanent fixtures, free and unencumbered without any claims standing against it excepting only the lord's right; also, the seller makes over to the buyer the use of the lot and garden, as far as it lies within fence, in form and manner as lots and gardens used by other colonists; and, as the buyer granted permission to the late Fredrick de Visser to build a little house on a corner of the lot, which he has done, the buyer must not allow said little house to remain there longer, by reason of the departure of said Frederick, whereas he or his successors are obligated to remove the same therefrom; for which aforesaid house Jacob Salomonse promises to pay the sum of thirty-four and a half good, whole, merchantable beaver pelts and that in two installments, the first on the first day of July of this year, a just half; and the second installment, on the first of July 1676; each time seventeen beavers and two guilders in beavers; the house remaining in possession of the seller until next Monday when delivery shall be made; all which aforesaid, the contracting parties declare is to be held valid and true. Thus done without craft or guile in the presence of Cornelis van Dijck and Dirck Wessels, called as witnesses hereto on this 11th of May 1675 in Albany.

Gerret van Nes

Cornelis van Dyck  
Dierck Wessels

This is the mark  of Jacob Salomonsen  
set with his own hand.

Acknowledged before me  
Johannes Provoost, secretary

[CONVEYANCE OF A BREWERY, LOT, AND GARDEN FROM HARMEN  
RUTGERS TO GOOSSEN GERRITSEN VAN SCHAYCK  
AND PIETER LASSINGH]

[264] Before me, Johannes Provoost, secretary of Albany Colonie Rensselaerswijck and in the presence of the highly esteemed lords magistrates Gerrit van Slichtenhorst and Jacob Schermerhoorn, magistrates of the same court, there appeared Harmen Rutgers, resident here, who declares in true, rightful, free ownership that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, to an for benefit of Sr. Goossen Gerritsen van Schayck and Pieter Lassingh, in company, his, the grantor's, brewery, lot and garden, according to the patent given to him, the grantor, and Volckert Janssen Douw in company by the Governor General Francoys Lovelace dated the 24th of March 1668/9, containing these dimensions: it is six rods, nine feet and ten inches wide on the east side or the highway; five rods and eleven feet long on the south side by the alley of Abraham Staets; six rods, five feet to the west adjacent to Abraham Staets; on the north side seven rods, one foot; the garden is six rods, nine feet long on the west side [at] the street; on the north side also the road [it is] four rods, seven feet; to the east on the river edge [it is] seven rods and five feet; on the south side [adjacent] again on Abraham Staets [it is] five rods, five feet; and that free and unencumbered, without any claim standing or issuing against the same, excepting only the lord's right, without the grantor making the least claim any more upon it; acknowledging that he is fully satisfied and paid therefor, giving for it full power to the aforesaid Goossen Gerritsen van Schayck and Pieter Lassingh, their heirs and successors, or those who may acquire right and title hereafter from him [them], to do with and dispose of the aforesaid brewery, lot and garden, as they might do with their other patrimonial estate and effects; promising to defend the same against all persons, and to free them from all trouble, claims and charges, which is right, and never more to do nor allow anything to be done against the same, either with or without law,

in any manner whatsoever, under obligation as provided for it by law.  
Done in Albany the last of May 1675.

Gerrit van Slichtenhorst  
Jacob Schermerhoren

Harmen Rutgers

Acknowledged before me,  
Johannes Provoost, secretary

[SETTLEMENT OF DEBT OF ELDERT GERBERTSEN CRUYFF]

[265] Whereas Albert Rijckman, attorney for Eldert Gerbertsen Cruyff, has solicited of the honorable Court of Albany relief from the burden and commission imposed upon him by said Cruyff, and to give the books and papers concerning the said Cruyff to the creditors at once; also, that he, Rijckman, may remain in the further possession of the possessions and dwelling house with the appendages and dependencies thereof, upon [his] paying to the owner of the house 700 guilders in beavers, which was allowed by the honorable court aforesaid, according to their honors' verdict pronounced thereon dated 21 January 1674/5; and whereas two special mortgages are charged against aforesaid Eldert Gerbertsen Cruyff, of which that of Jan Hendericksz Bruyn has preference according to the verdict of the aforesaid Hon. Court dated 4 February 1674/5, wherefore Albert Rijckman and Stephanus van Cortlant, in his capacity as director of the Colonie Rensselaers Wijck, are agreed that the aforesaid Rijckman shall assume the mortgage of aforesaid Sr. Jan Hendericksz Bruyn and that I, Stephanus van Cortlant, in the aforesaid capacity, will be satisfied with the erection and equipping of the saw mill on Betlehems Kil, the same [with] the house at Betlehem, and the rights which the aforesaid Cruyff has in Katskill, because we find that the effects of the said Cruyff can reach no further; and provided that the aforesaid Rijckman shall be obligated to satisfy the said mortgage of Sr. Bruyn, several outstanding debts, a cow, some iron work, and certain other trifles, we mutually acknowledge that we are satisfied therewith. Thus done in Albany without craft or guile on this 2d of June 1675.

S. V. Cortlant  
Albert Jansz Rijckman

Acknowledged before me  
Johannes Provoost, secretary

[266] [blank]

## [MORTGAGE OF ALBERT JANSSEN RIJCKMAN]

[267] Before me, Johannes Provoost, secretary of Albany, Colonie Rensselaers Wijck, and in the presence of the Hon. Adriaen Gerritsen and Anderies Teller, magistrates of the same court, there appeared Albert Janssen Rijckman, who has made a contract and agreement with Sr. Stephanus van Cortlant, director of the Colonie Rensselaers Wijck, by consent of Jan Henderick Bruyn, for the satisfaction of the later mortgage, both of which the said Bruyn holds against Eldert Gerbertsen Cruyff; therefore, he, the mortgagor, Albert Janssen Reeckman, acknowledges himself bound and obligated for the renunciation which said Jan Hend. Bruyn makes of his claim upon the person of Eldert Gerbertsen Kruyf according to right of preference of a mortgage against said Kruyff, in the payment of said mortgage, assuming hereby the same as his own debt, amounting to the sum of three hundred and ninety-nine guilders and four stivers, in good, whole merchantable beaver pelts, which aforesaid sum of 399 guilders four stivers, with the interest thereon at ten percent, I, Albert Reeckman, promise to pay in two installments, the first being the just half in the coming year 1676; then the [other] half a year after being 1677; for which payment he pledges as a valid mortgage and special bond the house and lot, brewery, brew kettle, all as they were bought and the bill of sale thereof mentions, with preference to *f*700 in beavers, for which the house still stands indebted to the owner, together with a distiller's kettle, and two cows, an angle iron for a saw mill, a ditto pinion, and a ditto spindle; and further he pledges his person and estate, real and personal, present and future, excepting nothing, in order, in time of need, to recover payment of the aforesaid three hundred and ninety-nine guilders in beavers and four stivers without cost and loss. Done in Albany on this 2nd of June 1675.

Albert Jansz Rijckman  
 Adriaen Gerretsen  
 A. Teller

[*In the margin.*]

On this the 3rd of Aug. 1678 there appeared Jan Heyndrik Bruyns before the secretary, who acknowledged with thanks that he was paid and satisfied for the contents of the above standing mortgage by Albert Janse Rijckman. Done in Albany dated as above. Jan Henderck Bruyns. Acknowledged before me, Ro. Livingston, secr.



[CONVEYANCE OF A LOT FROM THE MAGISTRATES  
TO CORNELIS VAN DIJCK]

[268] The honorable magistrates of Albany, Colonie Renselaers Wijck and Schanhechtade hereby declare that in true, rightful, free ownership, they do grant and allow, to and for the benefit of Mr. Cornelis van Dijck, surgeon, a certain lot located here in Albany on the plain, on the one side by Sr. Philip Schuyler and Pieter Bogardus, [having] to the east a width of thirteen and a half rods, to the south a length of sixteen and a half rods, to the west a width of eleven rods, and to the north a length of sixteen rods, and that for a pasture for a horse, the same free and unencumbered; the same is so done by way of exchange and barter for a little piece of land on the Rутtenkill, of one and a half morgens, which Van Dijck granted to him formerly by conveyance dated the 10th of April 1673; which was inhibiting the movement of the citizens' livestock, giving for it complete power to the aforesaid Mr. Cornelis van Dijck, his heirs or descendants, or those who may hereafter acquire right and title from him, to dispose thereof as he might do with his own patrimonial estate and effects, and for which he is empowered to solicit a patent of the right honorable Governor General. Done in Albany the 5th of June 1675.

Gerrit van Slichtenhorst  
Jacob Schermerhoren

Acknowledged before me,  
Johannes Provoost, secretary

[CONVEYANCE OF A LOT FROM THE MAGISTRATES  
TO GERRIT VAN SLICHTENHORST]

[269] The honorable magistrates of Albany, Colonie Renselaers Wijck and Schanhechtade, declare hereby that in true, rightful, free ownership, they do grant, convey and transfer, to and for benefit of Sr. Gerrit van Slichtenhorst, a certain lot standing and located in Albany, near the plain within the town fence on the survey of the garden of Rut Aertsen, to the east the street and is to the west on the street four rods and two feet wide, to the south along the town fence nine rods, ten feet and four inches in length, six feet wide behind or to the east, to the north the length [is] from in front on the street to behind on the other street, and that free and unencumbered, without their honors' making the least claim anymore thereupon, and acknowledging that they are fully satisfied and paid therefor, giving therefore full power to the aforesaid Sr. Slichtenhorst,

his heirs or descendants or those who may hereafter acquire right and title from him, to do with and dispose of the aforesaid lot as he might do with his other patrimonial estate and effects, granting herewith consent to solicit from the lord governor general a patent for the same. Thus done at the Court in Albany on this 27th of May 1675.

Jacob Schermerhoren  
Adriaen Gerretsen

Acknowledged before me,  
Johannes Provoost, secretary

[CONVEYANCE OF A LOT FROM THE MAGISTRATES  
TO ADRIAEN GERRITSEN]

[270] The honorable magistrates of Albany, Colonye Renselaers Wijk and Schanhechtade declare by these presents, that in true, rightful, free ownership, they do grant, convey and transfer, to and for benefit of Sr. Adriaen Gerritsen, a certain lot standing and located in Albany near the plain within the town's fence between the lot of Sr. Slichtenhorst and Rut Aertsz, on the east side the street; and to the west in front on the street it is three rods and nine feet wide; to the north on Rut Aertsen it is nine rods and one foot long; in the rear against the other street, being to the east, it is thirty-six feet wide; on the south side the length is from in front on the street to the street behind; and that free and unencumbered, without the grantor's having the least claim anymore upon the same, and acknowledging that they are fully satisfied and paid for it, giving for it full power to the aforesaid Adriaen Gerritsen, his heirs and descendants or those who may hereafter receive right and title from him, to do with and dispose of the aforesaid lot, as he might do with his other patrimonial estate and effects, granting him, hereby, permission to solicit a patent from the right honorable governor general. Thus done at the honorable court in Albany on this 27th of May 1675.

Jacob Schermerhoren  
A. Teller

Acknowledged before me,  
Johannes Provoost, secretary

[CONVEYANCE OF A SAWMILL, KILL, AND PARCEL OF LAND FROM  
SWEER TEUNISSEN TO JAN CORNELISSEN VIJSELAER  
AND LUYCAS PIETERSEN]

[271] Before me, Johannes Provoost, secretary of Albany, Colonye Renselaers Wijck and Schanhechtade and in the presence of the honorable gentlemen Adriaen Gerritsz and Anderies Teller, magistrates of the same court, there appeared Sweer Teunissen who declares, in true, rightful, free ownership, that he has granted and conveyed, as he hereby does grant and convey, in real and actual possession, to and for the benefit of Jan Cornelissen Vjjselaer and Luycas Pietersen, his, the grantor's, certain sawmill, together with the kil on which the mill stands and two morgens of arable land located in the Colonie Rensselaerswijck, up river upon the east bank opposite the Stone Hook previously called Poestenmolen; together with a free wagon egress along the hill near Pieter Pietersen van Woggelum up to the shore, as was previously the custom, which land is a part of the patent granted to him, the grantor, by the Lord Governor Ritchard Nicolls dated the 13th of April 1667; and that free and unencumbered with no claim, standing or issuing against it, except for the lord's right, without the grantor making the least claim anymore upon it, and acknowledging that he is fully satisfied and paid for it, the first penny with the last; giving for it full power to the aforesaid Jan Cornelissen Vjjselaer and Luycas Pietersen, their heirs and descendants or those who may hereafter acquire right and title from them, to do with and dispose of the same, as they might do with their other patrimonial estates and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, which is right, and nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 25th of June 1675.

Adriaen Gerretsen  
A. Teller

Sweer Thoonussen

Acknowledged before me,  
Johannes Provoost, secretary

[CONVEYANCE OF A PARCEL OF LAND FROM  
DIERCK HESSELINGH TO JACOB HEVICK]\*

[272] Before me, Johannes Provoost, secretary of Albany, Colonie Renselaerswijck, etc., and in the presence of the highly esteemed gentlemen Adriaen Gerritsz and Anderies Teller magistrates of the same court, there appeared Dirck Hesselingsh, who declares that he has, in true, rightful, free ownership, granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for the benefit of Jacob Hevick, a little piece or lot of land located at Lubberden Lant in the Colonie Renselaers Wijck, adjacent to the east on the highway; to the west the river's edge; to the south the late Henderick Reur; and to the north Gerrit Swart; eighty board feet wide and length, from the river bank up to the highway; and that free and unencumbered, excepting the lord's right, which he does by virtue of court decree and settlement by the aforesaid honorable court dated the 17th of June 1670, by virtue of a certain two judgments against Dirck van Schelluyne, first owner, which were placed upon the aforesaid land for execution, he, the grantor, acknowledging that he is fully satisfied and paid for the aforesaid land, the first penny with the last, giving for it full power to the aforesaid Jacob Hevick, his heirs and descendants or those who may hereafter acquire right and title from him, to do with and dispose of the same, as he might do with his other patrimonial estates and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, which is right, and nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 9th of July 1675.

## [BILL OF SALE BETWEEN VOLCKERT JANSSEN AND PIETER WINNEN]

[273] Before me, Johannes Provoost, secretary of Albany, Colonie Renselaers Wijck and Schanhechtade and in the presence of the witnesses named below, there appeared Volckert Janssen and Pieter Winnen, who declare in friendship and amity that they have bargained with each other for a half island lying opposite the Paerdehoeck and that in the following manner: First, Volckert Janssen acknowledges that he has sold and Pieter Winnen that he has bought from him the aforesaid half island located, as before, opposite the Paerdehoeck; which was pre-

\* This document was never executed.

viously named Constapel's island (the other half of which presently belongs to Teunis Spitsbergen, is leased by Marten Cornelissen), with the half of the house, barn and rick, and all permanent fixtures thereon; the same shall be delivered on the first of next coming September, free and unencumbered to the buyer, excepting only the lord's right; for which aforesaid half island, with the half of the house, barn and rick, Pieter Winnen promises to pay the sum of sixty-nine good, whole merchantable beaver pelts, six pieces of which he shall pay down to the seller's wife; the remainder in three installments, each time twenty-one beavers, of which the first shall be on the first of next coming November; the second installment the first of November 1676 and the third or final installment on the first of November 1677. Further it is hereby agreed and stipulated that, since the aforesaid half island is still under lease to Marten Cornelissen, the lease shall have its full effect for the term of six years from the first of last May; and since [it is rented] for fifty-six skipplles of wheat yearly for the whole island, as the seller says, the buyer shall receive five years' rent thereof, and the seller the rent of the current year, each time twenty-eight schepels for the half; wherewith the [274] contracting parties acknowledge that they are well satisfied; pledging hereto for the performance of this contract their respective persons and estates, real and personal, present and future. Thus done in Albany in the presence of Adriaen Gerritsen and Anderies Teller, called as witnesses hereto on this 26th of July 1675.

Adriaen Gerretsen  
A. Teller

Volckart Jansz Douw  
Pieter Winne

Acknowledged before me,  
Johannes Provoost, secretary

[CONVEYANCE OF A PARCEL OF LAND FROM JAN HENDERICK  
BRUYNS TO MEYNDERT FREDERICKESSEN SMIT]

Before me, Johannes Provoost, secretary of Albany, Colonie Rensselaers Wijck and Schanhechtade and in the presence of the highly esteemed gentlemen Adriaen Gerritsz and Anderies Teller, magistrates of the same court, there appeared Mr. Jan Henderick Bruyns, who declares that he, in true, rightful, free ownership, has granted, conveyed and transferred, as he hereby does, to and for benefit of Meyndert Fredericksen, smith here in Albany, his just third part of land belonging to him in company with Jan Clute and Jurriaen Teunissen, with all the right and title, which

he, the grantor, has therein, according to patent thereof from the right honorable lord general Nicols dated the 25th of May 1667, whereto reference is made herein, and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor making the least claim anymore against it, and acknowledging that he is fully satisfied and paid for the same, the first with the last penny, by him, Meyndert Fredricksz, giving for it *plenam actionem cessam* and full [275] power to the aforesaid Meyndert Fredericksz, his heirs and descendants or those who hereafter may acquire right and title from him, to do with and dispose of the aforesaid third part of land and the dependencies thereof as he might do with his patrimonial estate and effects; promising to defend said third part of land and dependencies thereof against all persons and to free it from all trouble, claims and charges, which is right, and further, never more to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it by law. Done in Albany this 7th of August 1675.

Adriaen Gerretsen  
A. Teller

Jan Heinderck Bruyns

Acknowledged before me,  
Johannes Provoost, secretary

[CONVEYANCE OF A HOUSE AND LOT OF THE DECEASED  
JAN STUAERT TO LOURENS VAN ALEN]

[276] Before me, Johannes Provoost, secretary of Albany, Colonies Renselaers Wijck and Schanhechtade, and in the presence of the highly esteemed gentlemen Adriaen Gerritsen and Anderies Teller, magistrates of the same court, there appeared Mr. Gerrit Swart and Mr. Adriaen van Ipendam in their capacity as administrators of the estate of Jan Stuaert, deceased, who declare hereby that they have granted and conveyed, and in true, rightful, free ownership, have transferred to and for benefit of Lourens van Alen, a certain house and lot of the aforesaid Jan Stuaert, deceased, standing and located in Albany at the hill between the dwellings of Evert Janssen Kuyper and Wijnant Gerritsen, the lot is, according to conveyance from Jan Coneel dated 20th August 1670, twelve feet and seven and a half inches Rhineland measure wide and to the rear six rods and five feet long; or according to the bill of sale, as large as it lies enclosed in fence; which being measured by the surveyor, was found to

be 6 rods, 4 feet and 2 inches long on Evert Janssen's side; and 6 rods, 6 feet and 1 inch long [on] Melgert Wijnant's side; in the rear one rod ten inches wide; in front on the street toward the fence one rod, ten inches Rhineland measure wide; and that free and unencumbered, without any claims standing or issuing against the same, excepting the lord's right, without the grantor, in their aforesaid capacity [as administrators], making any further claim upon it, also acknowledging that they have been fully satisfied and paid by said Lourens van Alen the first penny with the last, moreover giving full power to said Lourens van Alen, his heirs and descendants or those who hereafter may acquire right and title from him, to do with and dispose of the aforesaid house and lot, as he might do with his patrimonial estate and effects; promising to defend said house and lot from all persons, and to free it from all trouble, claims and charges, which is right, and nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it by law. Done in Albany the 11th of August 167[5].

Adriaen Gerretsen  
A. Teller

G. Swartt  
Adriaen van Ipendam

Acknowledged before me  
Johannes Provoost, secretary

[277]

Appeared before me. . .\*

[278] [*blank page*]

\* Johannes Provoost's entries end abruptly with this opening phrase, leaving the remainder of the page blank. At this time Robert Livingston replaces Provoost as secretary of Albany, Rensselaerswijck and Schenectady.

[ACKNOWLEDGEMENT OF DEBT BY JURIAN TEUNISEN TAPPEN  
TO PHILLIP SCHUYLER]

[279] Before me, Robert Livingston, secretary of Albany, Colonie Rense-laerswijck etc., in the presence of the highly esteemed magistrates of the same court Major Abraham Staets and Ariaen Gerritz, there appeared Jurian Teunisen Tappen, who acknowledges that he is well and truly indebted and in arrears to Sr. Phillip Schuyler for the quantity of one hundred and fifty good and merchantable beavers, growing out of a matter of money paid to Jurian Teunisz to his satisfaction, which afore-said one hundred and fifty beavers the mortgagor promises to pay to Sr. Schuyler or his order, within the space of one year, commencing on the first of August 1675, and that with interest at ten per cent, pledging therefor specially his house and lot, located here in Albany, together with his farm, with horses and cattle, and generally his person and estate, real and personal, present and future, without exception, submitting the same to the force of all the lord's laws and judges, to procure, if need be, the payment thereof without cost and loss. Done in Albany the 8th of September 1675.

Abram Staas  
Adriaen Gerretsen

Jurejan Tunsen

In my presence  
Ro. Livingston, secretary

[280] [*blank*]

[CONVEYANCE OF A HOUSE AND LOT FROM NEHEMIA PEARSE  
TO SAMUEL HOLMAN]

[281] Before me Robert Livingston, secretary of Albany etc. and in the presence of the witnesses named below, there appeared Mr. Nehemia Pearse and Samuel Holman, who declare that they, in friendship and amity, have agreed and contracted with each other about the sale of a house, in the following manner: First, Nehemiah Pearse acknowledges that he has sold and Samuel Holman that he has bought of him, his, Nehemiah Pearse's house and lot located here on the hill where now



Elias van Ravesteyn dwells, wherefore he, the buyer, promises to pay to the seller the sum of thirty pounds sterl. in Boston money, and that on or before the 21st of next coming July 1676, to wit twenty pounds here in Albany in duffels and strouds free from all freight and tariffs, the duffels at 40 pounds from England and the strouds at 50 pounds, and the remaining ten pounds as the parties can agree; namely, to be paid out of such goods as said Holman shall bring up here, and if Nehemiah Pearse does not like such goods as ditto Holman shall bring here, he must wait until the second trip, always understanding that ditto Pearse shall have the choice of said Holman's wares. Regarding the rent of the aforesaid house, the seller shall enjoy it until the first of next coming June; but the buyer shall from this time forward take possession of said house, and the seller shall well point with lime the pantiles lying upon aforesaid house; with which the contracting parties are mutually well satisfied as being arranged without deceit or guile, and the respective parties pledge their persons and estates for the observance of these presents. Thus done in Albany in the presence of Jan Bijvanck and Dirk Wessels, called as witnesses hereto, on this 21st of Octob. 1675.

Jan Bijvanck  
Dierck Wessels

Nehemiah Pears  
Samuell Holman

[CONVEYANCE OF A HOUSE AND LOT FROM ELMER OTTE  
TO NICHOLAES VAN RENSELAER]


[282] Before me, Robert Livingston, secretary of Albany, Colony Renselaerswijck etc., and in the presence of these witnesses named below, there appeared Elmer Otte and the honorable Domine Nicholaes van Renselaer, who declare that they, in amity and friendship, have agreed and contracted with each other, about the sale of a house and lot, standing and located here in Albany, on the Joncker Straet, being a corner house, adjacent on the west to the house of Johannes Witthardt, and to the east on the public highway, in the following manner: First, Elmer Otte acknowledges that he has sold and Dom. Nicholaes van Renselaer that he has bought the aforesaid house and lot, for which he, the buyer, promises to pay to the seller the sum of two hundred good merchantable beavers in three installments, to wit, one third part of the two hundred beavers on the first of April 1676, the other third part on the first of

January 1677, and a third third part on the first of April 1678. The seller promises to make the aforesaid house tight in wall, roof and glass, and in addition to deliver ten posts for the fence; it being well understood that the seller has to do nothing on the cellar only to make the glass tight. The seller further promises to furnish sureties against all trouble, claims or charges, and also to make a proper conveyance thereof to the buyer, as soon as the last installment is paid. The seller has made delivery of the aforesaid house and lot to the buyer today; about which the parties and [283] contracting parties are mutually well satisfied as being done without craft or guile; the parties respectively pledging their persons and estates for the observance of the same. Thus done in Albany in the presence of Jan Bijvanck and Jurian Janse Groenwout, called as witnesses hereto, on this 6th of Nov. 1675 and in the 27th year of the reign of our sovereign Lord, Charles, by the grace of God, King of Great Britain, France and Ireland, defender of the faith, etc.

Jan Bijvanck

Elem Otten

Nicholaus Van Rensselaer

This is the mark  of Jurian Jans Groenewout,  
placed with his own hand.

In my presence,  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY CHRISTOPHER SKAIFE  
AND SAMUEL MERCIE TO NEHEMIAH PEARS]

[284] Before me, Robert Livingston, secretary of Albany, Colony Rensselaerswijck etc., in the presence of these following witnesses, there appeared Christopher Skaife and Samuel Mercie, who acknowledge that they are truly and honestly indebted and in arrears to Mr. Nehemiah Pears for the use of Mr. Wilson, in the sum of eight hundred thirty-eight guilders sewant, for goods used to their satisfaction, to be paid in beavers, sewant or wheat at beaver value, on or before the 25th of March 1676, pledging therefor generally and specially their persons and estates, jointly and severally [this phrase is written in English in the margin], real and personal, present and future, nothing excepted, submitting the same to the force of all the lord's laws and judges to promote the payment thereof if need be without cost or loss. Done in Albany in the presence

of Dirk Albertse Bradt and Johannes Wandelaer, being called as witnesses hereto, on this the 4th of December 1675.

Dirck Albertz Brat  
Johannes de Wandelaer

Christopher Skaijffe  
Saml. Masse

In my presence,  
Ro. Livingston, secr.

[ACKNOWLEDGEMENT OF PAYMENT OF DEBT  
BY JAN CONEEL TO RICHARD PRITTY]

[285] Before me, Robert Livingston, secretary of Albany, Colony Rensselaerswijck etc., in the presence of these following witnesses, there appeared Richard Prittie, who declares with thanks that he is fully paid by Jan Coneel regarding the mortgage which he had on ditto Jan Coneel's house and lot in Albany, inasmuch as Mr. Andries Teller has promised to satisfy ditto Prittie to his content, according to contract, witnessing the same with his own signature, on this 31st day of December 1675, in Albany, in presence of Mr. Nehemiah Pears and James Penniman, called as witnesses hereto.

Nehemiah Pears  
James Peniman


Richard Pretty

In my presence  
Ro. Livingston, secretary

[CONVEYANCE OF LOT FROM DIRCK HENDRICKSE  
SWEEDT TO PIETER DU MOREE]

[286] Before me, Rob. Livingston, secr. of Albany, Colonie Rensselaerswijck and Shaenhechtady, in the presence of the highly esteemed magistrates of the same court Mr. Phillip Schuyler and Pieter Winne, there appeared Dirck Hendrickse Sweedt, who declares that he, in true, rightful, free ownership, has granted, conveyed and transferred by these presents, to and for benefit of Pieter du Moree a certain lot of land located behind the Kinderhoeck, to the west the kill, to the south Jan Martensen, to the east Jan Martense, and that free and unencumbered, without any claims standing or issuing against it, excepting the lord's right, without the grantor's having the least claim anymore upon the same, and acknowledging himself fully satisfied and paid for it, the first penny with the

last, giving for it *plenam actionem cessam*, and full power to the aforesaid Pieter du Moree, his heirs and descendants, or those who may hereafter acquire right and title from him, to do with and dispose of the aforesaid lot as he might do with his patrimonial estate and effects; promising to defend the same against all persons, and to free it from all actions, claims and charges which may hereafter arise, which is right, and further, nevermore to do nor allow anything to be done against the same, either with or without law, in no manner, under obligation as provided for it by law. Done in Albany the 7th of March 1675/6.

The mark of Sarah  Verhaele, wife of  
Dirk Hendrickse, placed with her own hand.

Philip Schuyler  
Pieter Winne

In my presence,  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY CORNELIS TEUNISE  
TO ANDRIES TELLER]

[287] Before me, Robert Livingston, secretary of Albany, Colony Rense-  
laerswijck and Schaenhechtady, in the presence of the highly esteemed  
magistrates of the same court Mr. Adriaen Gerritse and Richard Pritty,  
there appeared Cornelis Teunise, who acknowledges that he is well and  
truly indebted and in arrears to Sr. Andries Teller, merchant here, in the  
sum of nine hundred and seventy-one guilders in beavers, @ 8 guilder  
p. merchantable beaver, and a hundred fifty-four guilders in sewant,  
growing out of merchandise received to his content; which aforesaid nine  
hundred and seventy-one guilders in beavers, and one hundred fifty-four  
guilders in sewant the mortgagor promises to pay to Sr. Teller or his  
order in the following manner.

First four hundred guilders in beaver, which he, the mortgagor, promises  
to pay on the first of next coming November, and the remaining five  
hundred seventy-one guilders in beaver and one hundred fifty-four  
guilders sewant in January, February or March 1676/7; and in case of  
default of the aforesaid five hundred seventy-one guilders beaver and  
hundred fifty-four guilders sewant, the mortgagor shall be obligated to  
pay interest at ten per cent yearly; pledging specially his, the mortga-  
gor's, two cows, five heifers in their third year, five heifers of one year,

two gelded horses, two mares, the one of 5 and the other [288] of seven years old/age, and seventy schepels of sown winter wheat which presently stands upon the land, and all on the farm at Paeps Knee, which the mortgagor at present possesses, and generally his person and estate, real and personal, present and future, nothing excepted, submitting the same to the force of all the lord's laws and judges, for recovery if need be of the payment thereof, without cost and loss. Done in Albany on this the 5th of April 1676.

Adriaen Gerretsen  
Richard Pretty

Cornelus Teunisz

In my presence,  
Ro. Livingston, Secr.

[CONVEYANCE OF A HOUSE AND LOT FROM PIETER MEUSE AND  
VOLKJE PIETERSE TO FREDERICK PHILLIPSE]

[289] Before me, Robert Livingston, secretary of Albany, Colony Rensselaerswijck and Schaenhechtady, in the presence of the highly esteemed magistrates of the same court Sr. Adriaen Gerritse and Mr. Richard Pritty, there appeared Pieter Meuse and his wife Volkje Pieterse, who declare that they, in true, rightful, free ownership, have granted, conveyed and transferred by these presents, to and for benefit of Sr. Frederick Phillipse, merchant at N. York, their house and lot standing and located near the church of this town in the Jonkerstræet next to the house of Sr. Withhart on the one side, and the house that Mr. Lavall used to own, and that Pr. Hartgers caused to be built on the other side, in such an enclosure as it presently lies, and that free and unencumbered, except the sum of eighty beavers, which Pieter Meuse Vrooman has assigned to his son Mathijs Pieterse Vrooman upon the aforesaid house, according to instrument dated the 18th of February 1674/5, with out any other claim standing or issuing against the same, excepting the lord's law, without they, the grantors, making the least claim anymore upon the same and acknowledging that that they are fully satisfied and paid for the same, the first penny with the last, giving for it *plenam actionem cessam* and full power to the aforesaid Fred. Phillipse, his heirs and descendants, or those who hereafter may acquire title from them, to do with and dispose of said house and lot, as they might do with their patrimonial estate and effects; promising [290] to defend the same against all persons and to free it from all actions, claims and charges which may hereafter arise, as is

right, and further, neither to do nor allow anything to be done against the same, either with or without law, in no manner, under obligation as provided therefor according to law. Done in Albany on this the 9th of May 1676.

Adriaen Gerretsen  
Richd. Pretty

Pieter Meesen  
Vrooman  
Folckertien  
Pieters

In my presence,  
Ro. Livingston, Secr.

Volkje Pieterse, widow of the late P. Meese Vroomen, brings the following satisfaction under the hand of Frederik Flipsen, regarding the house mentioned in the aforesaid conveyance:

I the undersigned give power to Folckje Pieters in regard to a mortgage which I have formerly had upon her house, that ditto Volkje may receive her money in full, and that I have no more right or claim upon ditto house. N. York the 30th of May 1685.

Frederik Flipsen

Thus registered at the request of  
ditto Volkje Pieterse.  
Robt. Livingston

[CONVEYANCE OF A LOT BY THE MAGISTRATES  
TO JACOB TIJSE VAN DER HEYDEN]

[291] The lords magistrates of Albanie, Colonie Renselaerswijck and Schaenhechtady, declare hereby that they, in true, rightful, free ownership, do grant, convey and transfer, to and for benefit of Jacob Tijse van der Heyden, a certain lot standing and located in Albany near the plain within the town fence on the corner of the Plain Street, twenty-seven and a half feet wide on the road; on the road in the rear against the new grave yard eleven feet; south the town's fence, three rods long; and north Jan Clouts, three rods; and that free and unencumbered, without their, the grantors, having the least claim anymore upon it (being granted in recompense or requital for his lot and house, which he had on the hill,

without the town's gate by Roosebooms),\* giving for it *plenam actionem cessam* and complete power to the aforementioned Jacob Tijse van der Heyden, his heirs and descendants or those who hereafter may acquire right and title from him, to do with and dispose of the aforesaid lot as he might do with his other patrimonial estate and effects, granting herewith consent to solicit from the right honorable governor general a patent. Thus done at the Hon. Court in Albany on this 20th of May 1676.

Adriaen Gerretsen  
Richard Pretty

In my presence  
Ro. Livingston, secretary

[CONVEYANCE OF A LOT FROM JACOB TIJSE  
VANDER HEYDEN TO WILLEM LOVERIDGE]

[292] Before me, Robert Livingston, secretary of Albany, Colony Rensselaerswijck and Schaenhechtady, in the presence of the highly esteemed gentlemen of the same court Mr. Adriaen Gerritse and Mr. Richard Prittie, there appeared Jacob Tyse van der Heyden, who declares that he has sold, granted and conveyed, as he by these presents does grant and convey, in real and actual possession, to and for benefit of Willem Loveridge, his lot located in Albany near the plain within the city's fence at the corner of the Plain street; on the road twenty-seven feet wide, and eleven feet on the road near the new graveyard, to the south three rods long and to the north three rods; which the grantor does by virtue of conveyance coming to him from the highly esteemed lords magistrates dated the 20th of May 1676, to which reference is made herein, granting him with these presents consent to solicit a patent from the right honorable lord governor general and that free and unencumbered, without any claims standing or issuing against it, excepting the lord's right, without the grantor's making the least claim anymore against the same, and acknowledging that he is fully satisfied and paid for it, giving for it *plenam actionem cessam* and full power to said Wm. Loveridge, his heirs and descendants, or those who hereafter may acquire title from him, [293] to do with and dispose of the aforesaid lot as he might do with his

\* This gate was near the junction of North Pearl and Steuben streets. Rooseboom's appears to have been some kind of landmark; it is mentioned several times in following deeds.

other patrimonial estate and effects; promising to defend the same against all persons, and free it from all trouble, claims and charges, which may hereafter arise, and nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided therefor by law. Done in Albany on this the 20th of May 1676.

Adriaen Gerretsen  
Richard Pretty

Jacob Theysen vander Heyden

Acknowledged before me  
Ro. Livingston, secretary

[BILL OF SALE FOR A HOUSE AND LOT FROM JAN HENDRICX  
VAN BAEI TO TIMOTHEUS COOPER]

[294] Before me Ro. Livingston, Secr. of Albany, Colony Renselaerswijck and Schaenhechtady and in the presence of the witnesses named below, there appeared Jan Janse Bleecker and Jacob Sanders Glen, attorneys for Sr. Jan Hendricx van Bael of the one side, and Sr. Timotheus Cooper on the other side, who declare, in amity and friendship, that they have contracted and agreed with each other, about the sale of a house and lot, standing and located here in Albany at the hill, in width and length just as it lies within its fence, to the south adjacent to the house of Jan Thomase, and to the north Maerten Hoffman, and east and west the street, according to the patent from the right honorable lord Governor General R. Nicholls, dated the 30th of April 1667. First, the aforesaid attorneys acknowledge that they have sold, and Timothy Cooper that he has bought, the aforesaid house and lot with all permanent fixtures, for which he, Cooper, promises to pay to the sellers or their order, the sum of seventy good whole merchantable beavers of one and a half pounds apiece, in two installments, each time a just half, the first installment in the month of next coming July and the final installment in the month of July 1677; the sellers promise to deliver the aforesaid house and lot in their present condition as soon as the first installment is paid, and to give complete conveyance and patent with the last installment, excepting only the lord's [295] right; but as the aforesaid house is occupied by Jacob ten Eyck, who has leased the house until the first of May 1677, the rent comes to the buyer from the time the first payment is made; with which the contracting parties are mutually well satisfied as being done without craft



or guile, said parties respectively pledging their persons and estates, for the performance of these [terms]. Thus done in Albany in the presence of Tho. Sharp and Wm. Parker, called as witnesses hereto, on the 26th of May and in the 27th year of the reign of our sovereign lord Carolus, by the grace of God, king of Great Britain, France and Ireland, defender of the faith, etc. 1676.

Witnesses:	Jan Jansz Bleecker
Tho. Sharp	Jacob Sanders Glen
W <sup>m</sup> Parker	Timothy Cooper

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM  
NEHEMIAH PEARSE TO SAMUEL HOLMAN]

[296] Before me, Robert Livingston, secretary of Albany, Colony Rensselaerswijck and Shinnechtady, and in the presence of the highly esteemed gentlemen Major Abm. Staas and Adriaen Gerritse magistrates of the same court, there appeared Mr. Nehemiah Pearse, who declares that he has granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of Mr. Samuel Holman, his house and lot located in Albany at the hill, with all permanent fixtures, adjacent on the east side to Claes van Rotterdam, on the south side Gerrit Lansing, on the north and west side the public highway; in front on the street twenty-five feet wide; and behind on Gerrit Lansing's house it stretches from the uppermost corner down in a straight line along said Lansing's house, drip free, and is in the rear fourteen feet less two inches wide; and the length on the south side is four rods six feet and three inches; all as it presently lies enclosed in fence, which he, the grantor, does by virtue of a conveyance, received by him from Evert Janse Wendell dated the 21st of April 1675, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing against it, excepting the lord's right, without the grantor's making the least claim anymore upon the same; acknowledging that he is fully satisfied and paid for it, giving [297] for it full power to the said Saml. Holman, his heirs and descendants, or those who may hereafter acquire right and title from him, to do with and dispose of the aforesaid house and lot as he might do with his other patrimonial estate and effects; promising to defend the same against all persons, and to free it from all

trouble, claims or charges which may hereafter arise, and nevermore to do nor allow anything to be done against the same, either with or without law in any manner whatsoever under obligation as provided for it by law. Done in Albany the 5th of July 1676.

Abram Staas  
Adriaen Gerretsen

Nehemiah Pearce

Acknowledged before me,  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY PHILLIP SCHUYLER  
TO JEROMINUS EBBINK]

[298] On this the 6th of July 1676, before me, Robert Livingston, Secretary of Albany, Colony Renselaerswijck etc., in the presence of the witnesses named below, there appeared Capt. Phillip Shuyler, who acknowledges that he is well and truly indebted and in arrears to Sr. Jeronimus Ebbink in the quantity of a hundred and fifty good and merchantable beaver pelts, growing out of the second installment on the farm bought by Juri[ae]n Teunise from Juffrow Ebbink, which aforesaid hundred and fifty beavers the mortgagor promises to pay to Sr. Ebbink or to his order, or to send to him before or on the first day of August next coming, pledging for it his person and estate, real and personal, present and future, nothing excepted, submitting the same to the force of all the lord's laws and judges to promote the payment thereof, in time of need, without cost and loss. Done in Albany, dated as above.

Adriaen Gerretsen  
Willem Teller

Philip Schuyler

In my presence,  
Ro. Livingston, secretary

[PROMISSORY NOTE FROM JURIAN TEUNISE TAPPEN  
TO PHILLIP SCHUYLER]

[299] Before me, Robert Livingston, secretary of Albany, Colony Renselaerswijck, etc., in the presence of the witnesses named below, there appeared Jurian Teunise Tappen, who promises to deliver to Capt. Phillip Shuyler the quantity of sixty ankers of good and merchantable rum,

(which he shall receive from the honorable La Vall, for the sale of his house) growing out of the second payment on the farm which ditto Schuyler has paid for Jurian Teunise, and that in the space of three months after the date of the bill of sale pledging therefor his person and estate, real and personal, present and future, nothing excepted, submitting the same to the force of all the Lord's laws and judges, to promote the payment thereof, if time of need, without cost and loss. Done in Albany in the presence of Major Abm. Staas and Richard Pritty, called as witnesses hereto, the 7th of July 1676.

Abram Staas  
Richard Pretty

Jure Tunsen

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A FARM FROM JERONIMUS EBBINCK  
TO JURIAN TEUNISEN TAPPEN]

[301] Before me, Robert Livingston, secretary of Albany, Colony Renselaerswijck, etc., in the presence of the highly esteemed gentlemen of the same court Mr. Adriaen Gerritse and Mr. Richard Pritty, there appeared Sr. Jeronimus Ebbinck, husband and guardian of Juffrow Johanna de Laet, who declares that he has, in true, rightful, free ownership, granted, conveyed and transferred, to and for benefit of Jurian Teunisen Tappen, a certain farm located in the Colony Renselaerswijck, where aforesaid Jurian presently resides, with dwelling house, barn and two ricks, likewise eight draft horses, among which [are] six mares and two geldings; and four cows; moreover all the land, both arable as well as pasture land, as the same lies in its fence between two kills, all by virtue of the bill of sale and conveyance thereof, passed between the honorable Jeremias van Renselaar, deceased, former director of the aforesaid colony, and Juffrow Johanna de Laet, for her tenth part, being the just tenth part of the colony, the same being dated the 21st of June 1674, whereto reference is made herein, excepting only the lord's right, without the grantor having the least claim anymore upon the same, acknowledging that he is fully satisfied and paid therefor, the first penny with the last, giving therefor [302] *plenam actionem celsam* and complete power to the aforesaid Jurian Teunise Tappen, his heirs and successors, or those who may hereafter acquire right and title from him to dispose of the aforesaid farm and appurtenances as he might do with his own patrimonial estate

and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, which is right, and further nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany the 7th of July 1676.

Adriaen Gerretsen  
Richard Pretty

Jeronimus Ebbinck

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM STOFFELL  
JANSE ABELL TO CLAES JANSE STAVAST]

[303] Before me, Robert Livingston, secretary of Albany, Colony Rense-laerswijck etc., in the presence of the highly esteemed gentlemen Adriaen Gerritse and Richard Pritty, magistrates of the same court, there appeared Stoffell Janse Abell, who declares that he has, in true, rightful, free ownership, granted, conveyed and transferred, as he by these presents does grant and convey, in real and actual possession, to and for benefit of Claes Janse Stavast, his, grantor's house and lot standing and located in Albany, adjacent on the south to Claes Jansens, to the north Leendert Phillipsen, to the east the river, and to the west the public highway; and which is nine rods long and thirty-six board feet wide; and that free and unencumbered, without any claims standing or issuing against it, excepting only the lord's right; this he does by virtue of patent dated the 30th of April 1667, issued to him, the grantor, by the honorable Gov. Richard Niccolls; and he, the grantor, acknowledges that he is fully paid and satisfied therefor, the first penny with the last, giving therefor full power to the aforesaid Claes Janse Stavast, his heirs and descendants or those who hereafter may acquire right and title from him, to do with and dispose of the [304] aforesaid house and lot, as he might do with his patrimonial estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, which is right, and further, nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it by law. Done in Albany the 25th of July 1676.

Adriaen Gerretsen  
Richard Pretty

Stoffel Jansz Abeel

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A SHARE IN A HOUSE AND LOT FROM HANS  
HENDRICKX AND JOHANNES WENDELL  
TO HENDRICK JILLISE MIJER]

[305] Before me Robert Livingston, secretary of Albany, Colony Rense-laerswijck, etc., in the presence of the highly esteemed gentlemen Adriaen Gerritse and Mr. Richard Pritty magistrates of the same court, there appeared Capt. Hans Hendrickx and Johannes Wendell, who declare that they, in true, rightful, free ownership, do grant, convey and transfer to and for benefit of Hendrick Jillise Mijer, their, the grantors', two-third's part of a house and lot, standing and located in N. York in the Parell Street, their inheritance as lawful heirs of Gillis Pieterse, deceased, whereof the other third part comes to Hendrick Jillise himself, also being co-inheritor of the third part of all the effects of Gillis Pieterse, deceased, being according to the will thereof. The house is adjacent to the south on the fort in the Paerle street, to the east Gillis Pietersen, to the west Jan Scepmoes; and is two rods five feet wide in front on the street on the north side, behind on the south side two rods four feet and five inches; it is on the west side next to Jan Janse Scepmoes eight rods eight feet and four inches wide, and on the east side next to Gillis Pieterse eight rods eight feet and six inches; all together amounting to twenty-one [306] rods, nine feet, three inches, and three barleycorns, and that free and unencumbered, without any claims standing or issuing against the same, excepting only the lord's right; which they do by virtue of the patent dated the 10th of June 1667 issued to Gillis Pieterse by the honorable Governor Richard Niccolls, which patent is left to them as being participants in the hereditary goods of Gillis Pieterse, and they, the grantors, for their two thirds which they claim in the aforesaid house, acknowledge that they are fully paid and satisfied, the first penny with the last, giving for it *plenam actionem celsam* and full power to the aforesaid Hendrick Jillise Myer, his heirs and descendants, or those who hereafter may acquire right and title from him, to do with and to dispose of the aforesaid house and lot, as he might do with his patrimonial estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, as is right, and further nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it by law. Done in Albany the 25th of July 1676.

Adriaen Gerretsen  
Richard Pretty

Hans Heindercksz  
Johannes Wendel

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A LOT FROM THE MAGISTRATES TO DEACONRY]

[307] The lords magistrates of Albany, Colony Renselaerswijck and Schaenhechtady, declare by these presents, that they do, in true, rightful, free ownership, grant, convey and transfer, to and for benefit of the diaconate here in Albany, a certain lot, standing and located in Albany near the plain within the town's fence on the corner of the Plain street, adjacent on the south side to the town fence, on the north side to Sr. Gerrit van Slichtenhorst, to the east and the west to the highway; length, south and north, ten rods; width in front on the street two rods; and behind one rod; and that free and unencumbered, without their honors' having the least claim anymore upon the same, having granted it to them in recompense or requital for their house and lot which they had on the hill outside the gate by Rooseboom; giving for it *plenam actionem celsam* and full power to the aforesaid diaconate or to those who may hereafter acquire title from them, to do with and dispose of the aforesaid lot as they deal with and dispose of their other estate, granting herewith consent to solicit of the Lord Governor General a patent for the same. Thus done in Albany on the 5th of August 1676.

Adriaen Gerretsen  
Richard Pretty

[CONVEYANCE OF A PIECE OF HOP LAND FROM THE  
DEACONRY TO CORNELIS VAN DIJCK]

[308] Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck and Schaanhechtady, in the presence of the highly esteemed gentlemen of the same court Monsr. Adriaen Gerritse and Mr. Richard Pretty, there appeared the diaconate of the town of Albany who declare that they have, in true, rightful, free ownership, granted and conveyed, as they hereby do grant and convey, in real and actual possession, to and for the benefit of Mr. Corn. van Dijck, surgeon, a certain piece of hop land, located below on the third kill, adjacent to the east Ryer Elbertse,

to the west the kill, to the south and north the hill; and is thirty-one rods long on the south side, thirty rods on the north side, fifteen rods wide on the west side, twenty-three rods on the east side; and that free and unencumbered, without any claims standing or issuing against the same, excepting only the lord's right, which they do by virtue of a conveyance to them given by Andries de Vos dated the first of April 1675, according to patent thereof granted to ditto Vos from the Gov. Rich. Niccolls dated the 10th of September 1667; and they, the grantors, acknowledge that they are fully paid and satisfied for it, the first penny with the last, giving for it to the aforesaid C. van Dijck, his heirs and descendants, or those who hereafter may acquire right and title from him, full power to do with and dispose of the aforesaid lot, as he might do with his patrimonial [309] estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims and charges, as is right, and further nevermore to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever, under obligation as provided for it by law. Done in Albany, the 10th of August 1676.

Adriaen Gerretsen  
Richard Pretty

Davidt Schuyler  
A. Teller

Acknowledged before me,  
Ro. Livingston, secretary

[CONVEYANCE OF A LOT FROM THE DIACONRY  
TO GABRIEL THOMASE]

[310] Before me, Robert Livingston, secretary of Albanie, Colony Rense-laarswijck and Schaenhechtady, in the presence of the highly esteemed gentlemen of the same court Mr. Adriaen Gerritse and Mr. Richard Pritty, there appeared the Diaconate of this town, who declare that they do in true, rightful, free ownership, grant and convey to and for benefit of Sr. Gabriel Thomase, a certain lot standing and located in Albany near the plain within the town fence at the corner of Plain Street adjacent on the south side to the town's fence, on the north side Sr. Gerrit van Slichtenhorst, to the east and to the west the highway; south and north it is ten rods long, width in front on the street two rods and behind one rod; which they, the grantors, do by virtue of conveyance given them by the highly esteemed lords magistrates dated the 5th of August, to which reference is made herein, granting them likewise consent to solicit a patent from the right honorable lord governor general, giving for it to the aforementioned

Gab. Thomese, his heirs and descendants or those who may hereafter acquire title from him, full power to do with and dispose of the aforesaid lot, as he might do with his patrimonial estate and effects. Thus done in Alb. the 10th of Aug. 1676.

Adriaen Gerretsen  
Richard Pretty

Davidt Schuyler  
A. Teller

In my presence,  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY HARME JANSE  
TO PIETER VAN ALE]

[311] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck and Shinnechtady, in the presence of the right honorable magistrates of the same court Mr. Adriaen Gerritse and Mr. Richard Pritty, there appeared Harme Janse who acknowledges that he is well and truly indebted to the surviving widow and children of the late Pieter van Ale in the sum of two hundred and one guilders in beavers, at 8 guilders per merchantable beaver, growing out of the purchase of a certain farm bought from ditto Van Ale, deceased, which aforesaid two hundred and one guilders in beavers the mortgagor promises to pay to the surviving widow and children before the 13th of October next coming, pledging specially his, the mortgagor's, farm lying in the land of Kinderhoek previously belonging to Pr. van Ale, deceased, together with his house and lot standing and located in Albany, presently inhabited by him, to the south of Paulus Martense and to the north of Pr. Lookermans and generally his person and estate, real and personal, present and future, nothing excepted, submitting the same to the force of all the lord's laws and judges, to promote the payment thereof if need be without cost or loss. Done in Albany on this the 13th of August 1676.

Adriaen Gerretsen  
Richard Pretty

Harmen Jansz


In my presence,  
Ro. Livingston, Secr.



[BILL OF SALE OF A HOUSE AND LOT BY THOMAS  
PAULUSSEN TO PAULUS MARTENSE]

[312] Before me, Ro. Livingston, secretary of Albany etc., in the presence of the witnesses named below, there appeared the widow of Thomas Paulussen on the one side, and Paulus Martense on the other, who declare that they, in amity and friendship, have contracted and agreed with each other respecting the purchase of a house and lot standing and located here in Albany next to Do. Gideon Schaets, bounded on the south and west to the public roads, to the north the house of La Vall, and ten rods long to the north, two rods and ten feet wide in front on the road, ten rods, eight and a half feet long to the south, to the west along the fence of ditto Mr. Lavall's house [it is] five rods and three feet wide; which aforesaid lot is a part of a patent which the seller promises to deliver free and unencumbered, excepting only the lord's right; the delivery of the aforesaid house and lot stands at the option and choice of the seller, to be done between this and next coming May, provided that upon delivery the first installment shall be made in beavers, half of sixty-four merchantable, whole and good figured at 8 guilders apiece; the remaining half, being thirty-two beavers, he, the buyer, is obligated to pay within the space of a year after the this date, when a proper conveyance shall be delivered to him; for the performance of the above-mentioned conditions, the contracting parties mutually pledge their respective persons and estates, real and personal, present and future, submitting the same to the force of all the lord's laws and judges. [313] Thus done in Alb. the 24th of August 1676. In the presence of Ludovicus Cobes and Corn. Corn. Vielen, called as witnesses hereto.

Witnesses:  
Ludovicus Cobes, nots. pub.  
Cor. Cor. Vielen

This is the mark of  the widow of  
Thom: Powells

Acknowledged before me  
Ro. Livingston, secretary

[CONVEYANCE OF HOUSE AND LOT FROM STOFFEL  
JANSE ABEEL TO JOHANNES WENDELL]

Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck etc., in the presence of the right honorable lords Mr. Richard Pritty and Mr. Andries Teller, magistrates of the same court, there appeared Stoffell Janse Abeel, who declares, that he has, in true, rightful, free ownership,

granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of Johannes Wendell, his house and lot standing and located in Albany at the hill, with all permanent fixtures, bounded to the east by Jacob Sanders, to the south by the Lutheran graveyard, to the west by the aforementioned Johannes Wendell, and to the north by the street; width in front on the street fifteen Rhineland feet, behind and in front the same width, just as it stands drip free, which he, the grantor, does by virtue of a patent granted him [314] by the Governor General Richard Nicolls dated the 12th of August 1668, to which reference is made herein, without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, acknowledging that he is fully paid and satisfied for it, giving for it full power to the aforesaid Johannes We[ndell], his heirs and descendants or those who hereafter may acquire right and title from him to do with and dispose of said house and lot, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and free it from all trouble, claims and charges which hereafter may arise, and nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Alb. the 25th of August 1676.

Richard Pretty  
A. Teller

Stoffel Jansz Abeel

Acknowledged before me  
Ro. Livingston, secretary


[315 & 316] *[blank]*

[CONVEYANCE OF A HOUSE AND LOT FROM  
WILLEM BOUT TO WILLIAM NOTTINGHAM]

[317] Before me Ro. Livingston, secretary of Albany, Colony Renselaers-wijck etc., in the presence of the right honorable Messrs. Richard Pritty and Andr. Teller magistrates of the same court, there appeared Willem Bout, who declares, that he has, in true, rightful, free ownership, granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of Wm. Nottingham, his house and lot standing and located in Albany at the hill, with all permanent fixtures,

bounded to the east on the street, to the west the aforesaid Wm. Bout, to the south with the street and to the north Claes van Rotterdam, being thirty-two feet nine inches Rhineland measure wide in front and behind, and thirty-six feet long to the south and to the north, being a part of the lot N. 5, which he, the grantor, does by virtue of a patent granted him by the Gov. Genl. Nicolls dated the 6th of September 1667, to which reference is made herein, without any claim standing or issuing, excepting the lord's right, without the grantor's having the least claim anymore upon it, and acknowledging that he is fully paid and satisfied for it, giving for it full power to the aforesaid Wm. Nottingham, his heirs and descendants or those who hereafter may acquire his right and title, to do with and dispose of aforesaid house and lot, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and free it from all trouble, claims and charges which hereafter may arise, and nevermore to do nor allow anything to be done against the same, with [318] or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany the 25th of August 1676.

Richard Pretty  
A. Teller

This is the mark  of Willem Bout  
placed with his own hand

Acknowledged before me  
Ro. Livingston, secretary

[CONVEYANCE OF A LOT FROM CLAES JACOBSE  
TO GEORGE HEATHCOTE]

[319] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck and Schinnechtady, in the presence of the right honorable gentlemen, Mr. Richd. Pritty and Mr. Andries Teller, of the same court, there appeared Claes Jacobse alias Rotterdam, who declares, that he has sold, granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of George Heathcote, a lot located in Albany at the hill, adjacent to the north on Harmen Bastiaensen and to the south Claes Jacobse and to the west Harman Bastiaensen, and to the east the street; [it] is seventy-six board feet long and twenty-two board feet wide in front and behind; also an alley of five feet width beyond the twenty-two feet which shall be used in common, being a part of the lot no. 6; which he, the grantor, does by virtue of a patent granted him by the Gov. Gen. Richard Nicolls dated the 6th of September 1667,

to which reference is made herein, and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor having the least claim anymore upon it, acknowledging that he is fully paid and satisfied for it, the first penny with the last; [320] giving for it *plenam actionem celsam* [and] full power to the aforesaid George Heathcote, his heirs and descendants or those who hereafter may acquire his right and title, to do with and dispose of aforesaid lot, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and free it from all trouble, claims and charges which hereafter may arise, and nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 26th of August 1676.

Richard Pretty  
A. Teller

Claes Jacobs

Acknowledged before me  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM HARME  
BASTIAENSE TO GEORGE HEATHCOTE]

[321] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck, and Shinnechtady, in the presence of the right honorable gentlemen, Messrs. Richard Pritty and Andries Teller, magistrates, of the same court, there appeared Harme Bastiaense, who declares, that he has sold, granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of George Heathcote, his house and lot standing and located in Albany at the hill, adjacent to the north Teun. Slingerlandt, to the west the street, to the east Harman Bastiaense and Claes Rotterdam, and to the south Sam. Hollman; width in front on the street [is] twenty-three feet three inches Rhineland measure and behind of like width; length is fifty-two feet eight inches Rhinel. measure and that drip free and unencumbered, without any claim standing or issuing, excepting the lord's right; the grantor herewith making over all the right and title which he has therein, without his having the least claim anymore upon it, acknowledging that he is fully paid and satisfied for it, the first penny with the last, giving for it *plenam actionem celsam* [and] full power to the aforesaid George Heathcoat, his [322] heirs and descendants or those who hereafter may acquire his right

and title, to do with and dispose of said house and lot, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and free it from all trouble, claims and charges which hereafter may arise, and nevermore to do nor allow anything to be done against the same, with our without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 26th of August 1676.

Richard Pretty  
A. Teller

Harmen Bastiaens

Acknowledged before me  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM CLAES  
JACOBSE TO WILLIAM NOTTINGHAM]

[323] Before me Ro. Livingston, secretary of Alb., Colony Renselaer-swijck etc., in the presence of the right honorable Mr. Richard Pritty and Sr. Andries Teller, magistrates of the same court, there appeared Claes Jacobse alias Rotterdam, who declared, that he has granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of Wm. Nottingham, his lot located in Albany at the hill, adjacent Jan Vinhagen to the west, the aforesaid Claes Jacobse to the east, Jan Vinhagell and Wm. Bout to the south, and the aforesaid Claes Jacobse to the north; to the east [it] is fifteen feet Rhineland measure wide, to the west of the same width, to the west and east [it] is three rod and a half rods long; which he, the grantor, does by virtue of a patent granted him by the honorable Governor General Rich. Niccolls, being the lot N. 6, dated the 6th of September 1667, to which reference is made herein, and that free and unencumbered without any claim standing or issuing, excepting the lord's right, without the grantor's having the least claim anymore upon it, acknowledging that he is fully paid and satisfied for it, the first pe[nny] with the last, [324] giving for it *plenam actionem celsam* [and] full power to the aforesaid Wm. Nottingham, his heirs and descendants or those who hereafter may acquire his right and title, to do with and dispose of the aforesaid lot, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and free it from all trouble, claims and charges which hereafter may arise, and nevermore to do nor allow anything to be done against the same, with or without law, in any manner

whatsoever, under obligation as provided for it according to law. Done in Alb. the 26th of August 1676.

Richard Pretty  
A. Teller

Claes Jacobse

Acknowledged before me  
Ro. Livingston, secretary

[CONVEYANCE OF TWO HOUSES AND LOTS FROM  
WILLIAM NOTTINGHAM TO ROBERT STORY]

[325] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck and Schinnechtady, in the presence of the right honorable Mr. Richard Pritty and Mr. Andries Teller, magistrates of the same court, there appeared the honorable William Nottingham, who declared, that he has, in true, rightful, free ownership, granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of Robert Story, his two houses and lots, with all permanent fixtures, standing and located in Albany at the hill, bounded as follows: First his two houses and lots, adjacent to the south and to the east on the street, to the west Wm. Bout and to the north Claes van Rotterdam; the width being thirty-two feet nine inches Rhineland measure in front and in back, and the length to the south and to the north is thirty-six feet; being a part of lot no. 5, which he, the grantor, does by virtue of a conveyance coming to him from Willem Bout dated the 26th of August 1676, to which reference is made herein. Likewise a lot, also located at the hill, adjacent Jan Vinhagen to the west, Claes Jacobse alias Rotterdam to the east and north, and Jan Vinhaegen and Wm. Bout to the south; width is fifteen feet Rhineland measure to the east and west; length is three and a half rods; which he, the grantor does by virtue of conveyance coming to him from Claes Rotterdam dated the 26th of Aug. 1676, to which reference is made herein; without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, [326] and acknowledging that he is fully paid and satisfied for it, giving for it full power to the aforesaid Robert Story, his heirs and descendants or those who hereafter may acquire his right and title, to do with and dispose of the aforesaid two houses and two lots, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and free it from all trouble, claims and charges which hereafter may arise, and nevermore

to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Alb. the 28th of August 1676.

Richard Pretty  
A. Teller

William Nottingham

Acknowledged before me  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY ROBERT STORY  
TO CAPTAIN THOMAS WILLET]

[327] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck and Schaenhechtady, etc., [and] in the presence of the right honorable gentlemen Mr. And[rie]s Teller and Mr. Dirk Wessells, magistrates of the same court, there appeared the honorable Ro. Story, who acknowledges that he is well and truly indebted and in arrears to the heirs of Capt. Thomas Willet, deceased, in the sum of three hundred and fifty-seven guilders, to be paid in good whole merchantable beavers at eight guilders apiece or in good winter wheat at beaver's price, and he promises to pay the aforesaid sum to the said heirs, the administrators of the same or to their attorney upon the first demand which they shall make upon him; this mortgagor pledging for it his person and estate, real and personal, present and future, submitting the same to the force of all the lord's laws and judges, so that payment thereof may be promoted in time of need, without cost or loss. Done in Alb. the 26th of August 1676.

A. Teller  
Dirck Weessels

Robert Story

Acknowledged before me  
Ro. Livingston, secretary

[PAYMENT OF DEBT BY WILLIAM NOTTINGHAM  
TO RICHARD PRITTY]

[328] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck and Schaenhechtady and in the presence of the witnesses named below, there appeared Sr. Richard Pritty, attorney of the heirs of Captain Thomas Willet, deceased, who declared that they are fully satisfied and

paid by Wm. Nottingham for the content of a mortgage which the aforesaid heirs hold against Wm. Nottingham's two houses in the sum of 357 guilders, beavers, dated the 16th of October 1674; herewith annulling the force and effect of said mortgage, in witnessing the same, has signed with his own hand, in the presence of Abm. de Peyster and Charles Eccles, invited as witnesses hereto, in Alb. the 26th of August 1676.

Charles Eccles  
Ab. de Peyster

Richard Pretty

Acknowledged before me  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY WILLIAM NOTTINGHAM  
TO ANDRIES TELLER]

[329] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck and Schinnechtady, in the presence of the right honorable gentlemen Mr. Richd. Pritty and Dirk Wessells, magistrates of the same court, there appeared William Nottingham, who acknowledged that he is well and truly indebted and in arrears to Sr. Andries Teller in the quantity of eight good and merchantable beavers, which aforesaid eight beavers Wm. Nottingham promises to pay to Sr. Teller, or order on demand, pledging for it his person and estate, real and personal, present and future, nothing excepted, and submitting the same to the force of all the lord's laws and judges, to promote payment thereof in time of need, without cost or loss. Done in Alb. the 28th of August 1676.

Richard Pretty

William Nottingham

Acknowledged before me  
Ro. Livingston, secretary

[PAYMENT OF DEBT BY WILLIAM NOTTINGHAM  
TO ANDRIES TELLER]

[330] Before me Ro. Livingston, secretary of Alb., Colony Renselaerswijck and Schaenhechtady, and in the presence of the witnesses named below, there appeared Sr. Andries Teller, who declared himself to be satisfied and paid by Wm. Nottingham for the contents of a mortgage



which he held against Wm. Nottingham's two houses, dated the 15th of October 1674, discharging herewith the aforesaid mortgage, annulling the force and effect of the same, and witnessing the same, has signed with his own hand, in presence of Michell Siston and Jonathan Walker, invited as witnesses hereto, in Albany the 26th of August 1676.

Witnesses:

Mich. Siston

A. Teller

Jonathan Walker

Acknowledged before me

Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY ROBERT STORY  
TO ANNETIE LIVENS]

[331] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck and Schaenhechtady etc., in the presence of the right honorable gentlemen Mr. Richard Pritty and Mr. Andries Teller, magistrates of the same court, there appeared the honorable Mr. Robert Story, who acknowledged that he is well and truly indebted and in arrears to Annetie Livens, widow of Goose Gerritse van Schayck, deceased, in the sum of two hundred ninety-six guilders in beavers, which aforesaid sum he promises to pay in good merchantable beaver pelts at 8 guilders apiece or in goods at market price for the performance of which the said Robert Story pledges his person and estate, real and personal, present and future, nothing excepted, and submitting the same to the force of all the lord's laws and judges, for the promotion of the payment of the same in time of need, without cost and loss. Done in Albany the 26th of August 1676.

Richard Pretty

Robert Story

A. Teller

Acknowledged before me

Robert Livingston, secretary

[PAYMENT OF DEBT BY WILLIAM NOTTINGHAM  
TO ANNETIE LIEVENS]

[332] Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck, etc., in the presence of the witnesses named below, there

appeared Annetie Lievens, widow of Goose Gerritse, deceased, who declared that she is fully satisfied and paid by Wm. Nottingham in respect to the mortgage which she held against the aforesaid Nottingham's house dated the 1st of October 1674, witnessing the same, she signed with her own hand, on this the 26th August 1674.

Witnesses:

M. Cregier, junior  
Robertt Story

By order of my mother,  
Sybrant Goosens

Acknowledged before me  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY ROBERT STORY  
TO WILLIAM NOTTINGHAM]

[333] Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck and Schinnechtady etc., in the presence of the right honorable gentlemen Mr. Richard Pritty and Andries Teller, magistrates of the same court, there appeared the honorable Robert Story, who acknowledged that he is well and truly indebted and in arrears to Mr. William Nottingham in the sum of fifty-one good merchantable beavers and four guilders and eleven stuivers in beavers to be paid in good merchantable duffels at four ells per beaver, or in other merchandise at market prices, and promises to pay the aforesaid sum to the said Wm. Nottingham, his heirs or successors, on the first demand, which he shall make upon him, this mortgagor; pledging for it his person and estate, real and personal, present and future, and submitting the same to the force of all the lord's laws and judges, to promote the payment thereof in time of need, without loss and cost. Done in Albany, the 28th of August 1676.

Richard Pretty  
A. Teller

Robertt Story

Acknowledged before me  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY ROBERT STORY  
TO SAMUEL HOLMAN]

[334] Before me Robert Livingston, secretary of Albany, Colony Rense-

laerswijck and Schinnechtady etc., in the presence of the right honorable Mr. Richard Pritty and Mr. Andries Teller, magistrates of the same court, there appeared the honorable Ro. Story, , who acknowledged that he is well and truly indebted and in arrears to Mr. Samuella Holman, in the sum of thirty pounds sterling, to be paid in installments, to wit: ten pounds to be paid in Boston money or good merchantable beavers, at twelve shillings apiece, or nine shillings a pound, and that in N. York, on the first demand which he shall make upon him, the mortgagor; and the other twenty pounds to be paid before the first of next coming May, in the before-mentioned currency, that is Boston money or merchantable beavers at 12 shillings apiece or 9 shillings a pound, English weight, pledging for it his person and estate, real and personal, present and future, and submitting the same to the force of all the lord's laws and judges for the promotion of the payment thereof, without cost and loss. Done in Albany the 29th of August 1676.

Rich: Pretty  
A. Teller

Robert Story

Acknowledged before me,  
Ro. Livingstone, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM  
SAMUELL HOLLMAN TO ROBERT STORY]

[335] Before me Robert Livingstone, secretary of Albany, Colony Rensselaerswijck, etc., in the presence of the Mr. Richard Pritty and Sr. Andries Teller, magistrates of the same court, there appeared Mr. Samuella Hollman, who declared that he has, in true, rightful, free ownership, granted and conveyed, as by these presents he does grant and convey, in real and actual possession, to and for benefit of Mr. Robert Story, his house and lot standing and located in Albany at the hill, with all permanent fixtures, adjacent Claes van Rotterdam on the east side, Gerrit Lansingh on the south side, the highway on the north and west sides; width in front at the street [is] twenty-five feet, and in the rear, at Gerrit Lansing's house, is stretching from the uppermost corner to the bottom in a straight line along said Lansing's house, drip free, and in the rear it is fourteen feet less two inches wide, and four rods six feet and three inches long on the south side, all as it presently lies enclosed within its fence, which he, the grantor, does by virtue of a conveyance coming to him from Nehemiah Pears dated the 5th of July 1676; to which reference

is made herein, and that free and unencumbered, without any claim standing or issuing thereon, excepting the lord's right, without the grantor's having the least claim anymore upon it, acknowledging that he is fully paid and satisfied for it, [336] the first penny with the last, giving for it full power to the aforesaid Ro. Story, his heirs and descendants or those who hereafter may acquire his right and title, to do with and dispose of said house and lot, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and free it from all trouble, claims and charges which hereafter may arise, and nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on the 29th of August 1676.

Rich. Pretty  
A. Teller

Samuell Holman

Acknowledged before me  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM GEERTRUYT  
BARENTS TO JACOBUS GERRITSE BROWER]

[337] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck, and Schaenhechtady etc., in the presence of the right honorable magistrates of the same court Mr. Richard Pretty and Mr. Andries Teller, there appeared Geertruyt Barents, wife of Jacob Heven, who declared, that she has, in true, rightful, free ownership, granted and conveyed, as by these presents she does grant and convey, in real and actual possession, to and for benefit of Jacobus Gerritse Brower, her house and lot standing and located in Albany, with all permanent fixtures, adjacent Harman Shoemaker to the south, Arnout Cornelise Viele to the north, the highway to the east; being in length ten rods and in width two rods, all as it presently lies within its fence, which she, the grantor, does by virtue of a patent granted her by the right honorable lord Gov. Gen. Richard Nicolls dated the 30th of April 1667, to which reference is made herein, and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, acknowledging that she is fully paid and satisfied for it, the first penny with the last, giving for it full power to the aforesaid Jacobus Gerritse, his heirs and descendants or those who hereafter may acquire his right and title, to do with and dispose

of said house and lot, as he might do with his other patrimonial estate and effects; promising to defend the same against all persons and free it from all trouble, claims and charges which [338] hereafter may arise, and nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on the 17th of September 1676.

Richard Pretty  
A. Teller

This is the mark  of Geertruyt  
Barendts placed with her own hand

Acknowledged before me  
Robert Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM CAPTAIN  
JAN CLOETE TO LUDOVICUS COBES]\*

Before me Robert Livingston, secretary of Albany, Colony Renselaers-wijck etc., in the presence of the right honorable gentlemen Mr. Richard Pretty and Sr. Andries Teller, magistrates of the same court, there appeared Capt. Jan Cloete, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over by these presents, in real and actual possession, to and for benefit of Ludovicus Cobes, his house and lot standing and located in Albany next to the corner house of Jan Thomase in the Jonker Straet, in length and width and boundaries by virtue of patent granted him by the most honorable lord Gov. Gen. Richard Nicolls dated the 1st of April 1667, to which reference is made herein, and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, and acknowledging that he is fully paid and satisfied for it by hand of the said Cobus, the first penny with the last, giving for it *plenam actionem cessam*, and full power, to do with and dispose of aforesaid house and lot, as he might do with his other patrimonial estate and effects; promising nevermore [339] to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany the 20th of September 1676.

[ACKNOWLEDGEMENT OF DEBT BY GERRIT SWART

\* This instrument was never executed.

## TO FREDERICK FILLIPSE]

Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck etc., in the presence of the honorable gentlemen Mr. Richard Pretty and Andries Teller, magistrates of the same court, there appeared Mr. Gerrit Swart, resident here, who acknowledged that he is well and truly indebted to Sr. Frederick Fillipse, merchant dwelling in N. York, for a certain sum of money arising and growing out of a claim of the estate of one Harmen Janse Boss, by him [Fillipse] as trustee, administered upon and from his own estate processed and disposed of according to his pleasure; for the payment of the aforesaid sum the mortgagor pledges especially a certain parcel of land in the colony Renselaerswijck, adjacent the river to the east, Barendt Pieterse to the south, to the west the common mill road, to the north Jacob Heven; width eighty feet and length from the river to the mill road; and generally [pledging] his persons and estate, in possession and still to be acquired, nothing excepted, submitting the same to the force of all the lord's laws and judges, to promote the payment thereof, in time of need, without cost and loss. Done in Albany, the 20th of Sept. 1676.

G. Swartt

Acknowledged before me  
Ro. Livingston, secretary

[CONVEYANCE OF A LOT FROM GERRIT VAN SLICHTENHORST  
TO CLAES RIPSE VAN DAM]

[340] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck etc., in the presence of the right honorable gentlemen Mr. Richard Pretty and Sr. Andries Teller, magistrates of the same court, there appeared the honorable Sr. Gerrit van Slichtenhorst, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over by these presents, in real and actual possession, to and for benefit of Claes Ripse van Dam, a certain lot located in Albany at the hill, adjacent the highway to the west, commonly called Bergh Straet [Hill Street], to the north Robert Sanders, to the south and east the aforementioned Mr. Slichtenhorst; [it] is twenty-seven wood feet wide in front on the street and the same in the rear, to the north fifty-seven feet two inches long, and to the south fifty-six feet three inches; which he, the grantor, does by virtue of patent granted him by the most honorable lord Gov.

Gen. Richard Nicolls, this being a part of the whole lot, of that dated the 27th of April 1667, to which reference is made herein, and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, and acknowledging that he is fully paid and satisfied for it by the said Claes Ripse, the first penny with the last, giving for it *plenam actionem cessam*, and full power, to do with and dispose of said lot, as he might do with his other patrimonial estate and effects; promising nevermore to [341] do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany the 22d of September 1676.

Richard Pretty  
A. Teller

Gerrit van Slichtenhorst

Acknowledged before me  
Ro. Livingston, secretary

[CONVEYANCE OF HOUSE AND LOT FROM JAN HENDRICKX VAN BAELL  
TO GERRIT HARDENBERGH]

Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck etc., in the presence of the right honorable gentlemen Mr. Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Lt. Jan Janse Bleycker and Jacob Sanderse Glenn, attorneys for Sr. Jan Hendrickx van Baell, who declared, that they have, in true, rightful, free ownership, granted, conveyed and made over by these presents, to and for benefit of Gerrit Hardenbergh, a certain house and lot standing and located in Albany at the hill, with all permanent fixtures, adjacent to the west Jacob Schermerhooren, to the south the street, to the east Mr. Abraham van Tricht, and to the north Capt. John Backers; [it] is two rods, two feet and seven inches wide in front on the street, and two rods, two and a half inches behind, [it] is four rods, nine feet long to the west and to the east five rods, four feet and nine inches; which they, the grantors, do by virtue of patent granted him, van Bael, by the most honorable lord Gov. Gen. Francis Lovelace dated the 13th of August 1669, to which reference is made herein, and that free and unencumbered, [342] without any claim standing or issuing against the same, excepting the lord's right, without the grantors' having the least claim anymore upon it, and that they are fully paid and satisfied for it acknow-

ledging by hand of the aforementioned Hardenbergh, the first penny with the last, giving for it *plenam actionem cessam*, and full power, to do with and dispose of said house and lot, as he might do with his other patrimonial estate and effects; promising nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany the 22d of September 1676.

Richard Pretty  
A. Teller

Jan Jansz Bleecker  
Jacob Sanderse Glen

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM JOHANNNES WITTHARDT  
TO WOUTER PIETERSE QUACKEBOSS]

[343] Before me Robert Livingston, secretary of Albany, Colony Rense-laerswijck etc., in the presence of the right honorable gentlemen Mr. Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Lt. Jan Janse Bleycker, attorney of Sr. Johannes Witthardt, who declared, that he has granted, conveyed and made over by virtue of power of attorney from Symon Symonse Groot dated the 30th of Septemb. 1662, a certain house and lot standing and located outside the city of Albany, to and for benefit of Wouter Pieterse Quackeboss, adjacent Jan Bricker to the south, Barendt Albertse Bradt to the east, and the common road to the west; [it] is seven and a half rods long, and four rods wide; which the grantor does by virtue of patent coming to him from Symon Symonse Groot, granted to the same Groot by the most honorable lord Gov. Gen. Richard Nicolls dated the 2nd of May 1667, to which reference is made herein, and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, and acknowledging that he is fully paid and satisfied for it, the first penny with the last, giving for it *plenam actionem cessam*, and full power, to do with and dispose of said house and lot, as he might do with his other patrimonial estate and effects; [344] promising nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany the 22d of September 1676.



Richard Pretty  
A. Teller

Jan Jansz Bleecker

Acknowledged before me,  
Ro. Livingston, secretary

[CONTRACT BETWEEN CAPTAIN JOHN BACKER  
AND WILLIAM PARKER]

On this the 9th of October 1676, before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck etc., in the presence of the witnesses named below, there appeared Capt. John Backer and Mr. Wm. Parker, who declared, that in amity and friendship they have contracted and agreed with each other in the manner described hereafter; and that in regard to a certain proceeding which the aforesaid Parker has instituted against the aforesaid Backer before the Court here, regarding a claim for fourteen pounds sterling, for which Mr. Parker stood surety for Capt. Backer to Mr. Ponchones, for the purchase of two oxen etc.; the parties are agreed as follows, to wit, that Capt. Backer must pay for said claim twelve pounds sterling to the same Parker with all expenses incurred thereon, and give him in payment two promissory notes, to wit, one against Jan Janse Flodder dated the 3rd of this month in the amount of 500 boards; one half falling due the coming summer, and the other 250 in the following summer; and a promissory note of Evert Wendell, for the sum of [345] eighty-eight guilders in beavers, falling due next summer during the trading season, with an additional five beavers to be received from Jan Nack on the first of next coming May, on account of house rent; with which securities Wm. Parker is very well content; and which aforesaid promissory notes I, the aforesaid Jan Backer, deliver over to Wm. Parker with all the right and title which I have therein and full power to collect the same in order to recover the payment of the aforesaid 12 pounds, with expenses, and whatever proceeds of both obligations the aforesaid Parker shall receive, together with the five beavers, he shall be obligated to give to said Backer for whatever it shall amount to over and above the twelve pounds and costs. But in case he does not receive the proceeds of the obligation, then Capt. Backer binds him, Parker, to pay the aforesaid sum, with costs, out of the first moneys he shall receive for the sale of his house standing here in Albany; for the performance of which above-written conditions, the contracting parties mutually bind their respective persons and estates, personal and real, present and future, nothing excepted, placing the same in subjection to all the lord's laws

and judges. Done in Albany, dated as above, in the presence of Wm. Loveridge Junr. and Anthony van Schayck, as witnesses.

William Loveridge	John Baker
Antony Goosen	Wm. Parker

Acknowledged before me  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY CAPTAIN JOHN BACKER  
TO GENERAL WILLIAM PARKER]

[346] Before me, Ro. Livingston, secretary of Albany, Colony Renselaerswijk, in the presence of the witnesses named below, there appeared Gen. Wm. Parker who acknowledged that he had received from Capt. John Backer two promissory notes and one draft for the payment and security of the sum of twelve pounds sterling, which he, Backer, must pay to ditto Parker with costs thereof; and Parker promises to pay the surplus of the obligations, as soon as he receives the proceeds of the obligations; the one being against Jacob Janse Flodder from the 3d of October 1676 in the sum of five hundred boards, the one half falling due next summer, and the other half the summer after; the other obligation being against Evert Wendell dated the second of October 1676 for the sum of eighty-eight guilders in beavers together with an assignment of 5 beavers, which he, Backer, holds against Jan Nak, all which above-mentioned obligations and assignment, he acknowledges that he has received from the hands of the aforementioned Backer and will account to ditto Backer for the surplus over and above twelve pounds and costs, if he shall receive it.

Done in Albany in the presence of Laurence van Ale and Wijnant van der Poele, as witnesses hereto invited, on this the 9th of October 1676.

Wm. Parker

Louis van Alen  
Wijnandt Gerreyts van de Poell

Acknowledged before me,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM JAN HENDRICK  
BRUYN TO CORNELIS VAN DIJCK]

[347] Before me Ro. Livingston, secretary of Albany, Colony Renselaers-wijck etc., in the presence of the esteemed gentlemen Mr. Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Sr. Jan Hendrick Bruyn, who declared, that he has, in true, rightful, free ownership, granted, conveyed by these presents, in real and actual possession, to and for the benefit of Mr. Cornelis van Dijck, his house and lot standing and located in Albany on Jonker Street, with all permanent fixtures, adjacent Harme Rutgers to the west, to the east the new house of aforesaid Sr. Jan Hendrick Bruyn, to the south the little stream and to the north the public road, and so as the aforesaid house and lot presently lies in its fence, and that in length and breadth with all the right, property and ownership which devolved upon this grantor, although he, Van Dijck, since the purchase from the aforesaid Bruyn, has some claim upon the carpenter work, which he, the grantor, to ditto Van Dijck also conveys, all as it now stands and lies enclosed in its fence, which he, the grantor, does by virtue of patent granted him by the right honorable Gov. Generael Richard Niccols dated the 14th of June 1667, to which reference is made herein, and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, [348] acknowledging that he is fully paid and satisfied for it, the first penny with the last, giving for it, *plenam actionem cessam*, and full power to the aforesaid Mr. Corn. van Dijck, his heirs and descendants or those who may hereafter acquire right and title from him, to do with and dispose of said lot, as he might do with his patrimonial estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims or charges, which may hereafter arise and nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on this the 2nd of November 1676 in America.

Richard Pretty  
A. Teller

Jan Heinderck Bruyns

Acknowledged before me,  
Ro. Livingston, secretary

[SATISFACTION OF PAYMENT OF DEBT FROM  
ANNETIE LIVENS TO ROBERT STORY]

[349] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck etc., in the presence of the witnesses named below, there appeared Annetie Lievens, widow of Goose Gerritse van Schayck, deceased, who acknowledged that she is fully paid and satisfied by Robert Story, merchant, with regard to an obligation given to ditto Annetie Lievens in the sum of two hundred ninety-six guilders, in beavers, dated the 26th of August 1676. Thanking said Ro. Story for good payment, she promises to free him from all claims from the beginning of the world to this date, pledging for it her person and estate, real and personal, present and future, nothing excepted. Thus done in Albany in the presence of. . .

Annetge Lievens

[CONVEYANCE OF A HOUSE AND LOT FROM MARTE HOFFMAN  
TO CORNELIS CORNELISE VAN DER HOEVE]

[350] Before me Ro. Livingston, secretary of Albany, Colony Renselaerswijck and in the presence of the esteemed gentlemen Mr. Richard Pretty and Andries Teller, magistrates of the same court, there appeared Marte Hoffman, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over, by these presents, in real and actual possession, to and for benefit of Cornelis Cornelise van der Hoeve, his house and lot standing and located here in Albany near Wm. Loveridge, hatmaker, with all permanent fixtures; width in front on the street twenty-four wood feet, length to the rear fifty-five feet, and width eight feet; and all as it lies enclosed within its fence, which he, the grantor, does by virtue of conveyance given him from Jan Conell, dated the 3d of June 1672, having been sold to ditto Conell at public auction by Jacob Joostens, and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, acknowledging that he is fully paid and satisfied therefor, the first penny with the last, giving for it, *plenam actionem cessam*, and full power to the aforesaid Cornelis Cornelise van der Hoeve, his heirs and descendants or those who may hereafter acquire right and title from him, to do with and dispose of said

lot, as he might do with his patrimonial estate and effects; promising to defend the same [351] against all persons, and to free it from all trouble, claims or charges, which is right, and further nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 30th of November 1676.

Marten Hoffman

Richard Pretty  
A. Teller

In my presence,  
Ro. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY JACOB JANSEN  
GARDINIER TO ANDRIES TELLER]

Before me, Ro. Livingston, secretary of Albany, Renselaerswijck, Schin-nechtady etc., in the presence of the highly esteemed gentlemen Mr. Richard Pretty and Mr. Dirk Wessels, magistrates of the same court, there appeared Jacob Jansen Gardinier alias Flodder, who acknowledged that he is well and truly indebted and in arrears to Sr. Andries Teller in the sum of two hundred, forty-eight guilders, and two stivers in beavers and eighteen guilders four stivers in sewant, growing out of a matter of money loaned to the aforesaid Jacob Janse to his content; which aforesaid sum of two hundred and forty-eight guilders, two stivers in beavers and eighteen guilders four stivers in sewant, this mortgagor promises to pay to Sr. Andries Teller or his order within the time of three months next coming, in good merchantable beaver pelts, figured at 8 guilders apiece, or other payment [352] to the satisfaction of the aforesaid Monsr. Teller, pledging for it especially his Negro boy named Wynamus, about nine years old, together with another Negro named Bock, about twenty-one years old, with this understanding, that if it be that he, Mr. Teller, be not paid the above sum within the set time, then he [Gardenier] shall deliver to him the aforesaid Negro boy Wynamus, fresh and healthy, for the sum of twenty-eight merchantable beavers and the remainder of the sum he shall pay as heretofore mentioned; and further pledging generally his person and estate, personal and real, present and future, nothing excepted, and submitting the same to the force of all the laws and judges, for the promotion of the payment thereof, in time of need, without cost and loss. Done in Albany on the 22nd of Jan. 1676/7.

Rich. Pretty  
Dierck Wessels

Jacob Jansen Gerdenier  
alias Flodder

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF TWO LOTS FROM DIRK  
HESSELING TO JACOB HEVICK]

[353] Before me Ro. Livingston Secr. of Albany, Colony Renselaerswijck, Schaenhechtady etc., in the presence of the highly esteemed gentlemen Mr. Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Dirk Hesseling, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over, to and for benefit of Jacob Hevick certain two lots of land, located in Colonie Renselaerswijck, the one belonging formerly to Dirk van Shelluyn, which devolved upon him by conveyance of the honorable court, by power of execution dated the 17th of June 1670, and the other previously belonging to Hendrik Reur, deceased, and sold at public auction by the former director Monsr. Jeremias van Renselaer, of which the grantor was the highest bidder and buyer, according to the vendue book kept by the vendue master, Mons. Provoost, dated the 9th of July 1670;\* and that free and unencumbered, without any claim standing or issuing against the same, excepting the lord's right, without the grantor's having the least claim anymore upon it, acknowledging that he is fully paid and satisfied for it, the first penny with the last, giving for it *plenam actionem cessam*, and full power to the aforesaid Jacob Hevick, his heirs and descendants or those who may hereafter acquire right and title from him, to do with and dispose of the aforesaid 2 lots, as he might do with his patrimonial estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims or [354] charges, which is right, and further nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on the 5th of March 1676/7.

Rich. Pretty  
A. Teller

Dierck Hessellingh

\* The whereabouts of this vendue book is unknown.

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM PAULUS  
MARTENSE TO HARME GANSEVOORT]

[355] Before me Ro. Livingston, secretary of Albany, Colony Renselaers-wijck, Schinnechtady, etc., in the presence of the highly esteemed Mr. Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Paulus Martense Rademaker, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over, to and for benefit of Harme Gansevoort, his house and lot standing and located in Albanie in the Cow Street, where the aforesaid Harme presently dwells, being a corner house, and that as it lies within its fence, adjacent to the south Mr. Wilson, to the east the house of Huybert Jansen de Vroome, and to the north and west the public highway; which he, the grantor, does by virtue of two patents, both from the former Governor Richard Nicolls, the one granted to him, the grantor, dated the 7th of May 1667, and the other granted to Arent Janse dated the 11th of June 1667, which he received from ditto Arent, and that free and unencumbered, excepting the lord's right, without any claim standing or issuing against the same, without the grantor's having the least claim anymore upon it, and acknowledging that he is fully paid and satisfied therefor, the first penny with the last, giving for it *plenam actionem cessam* and full power to the aforesaid Harme Gansevoor, his heirs and descendants or those who may hereafter acquire right and title from him, to do with and dispose of aforesaid house and lot, as he might do with his patrimonial [356] estate and effects; promising to defend the same against all persons, and to free it from all trouble, claims or charges, which is right, and further nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on the 24th of March 1676/7.

Rich. Pretty  
A. Teller

Poullis Martensen

In my presence,  
Rob. Livingston, secretary

[CONVEYANCE OF A LOT FROM THE MAGISTRATES  
TO CORNELIS VAN DIJCK]

The highly esteemed gentlemen, magistrates of Albany, Colony Renselaerswijck and Schinnechtady declare hereby that they have in true, rightful, free ownership, granted and conveyed, to and for the benefit of Mr. Cornelis van Dijck, surgeon, a certain piece of a lot located on the Third Kill, [which] is thirty rods long on the south side toward the kill, twenty-four rods wide to the west, twenty rods long on the north side, and, up to and next to the land formerly belonging to Andries de Voss, which the aforesaid Van Dijk has bought from the Diaconate of Albany, the width is twenty-four rods, such [being] free and unencumbered, and the same is conveyed by way of barter and exchange for a piece of land on the Rutten Kill of one and one half morgens in size, heretofore conveyed to him, Van Dijck, by conveyance dated the 10th of April 1673, and which interferred with the easement for the citizens' cattle, giving for it, full power to the aforesaid Corn. van Dijk, his heirs [357] and descendants, or those who may hereafter receive his right and title, to dispose of the same as he might do with his patrimonial estate and effects, and hereby, he is empowered to solicit a patent for the same from right honorable Governor General. Done in Alb. the 29th of March 1677.

[ACKNOWLEDGEMENT OF DEBT BY JAN CONELL  
TO CAPTAIN ANTHONY BROCKHOLES]

Before me, Robert Livingston, secretary of Albany, Colony Renselaerswijck, and Schaenhechtady, in the presence of the highly esteemed gentlemen Mr. Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Jan Conell, who declared and acknowledged that he is well and truly indebted and in arrears to Capt. Anth. Brockholes in the sum of fifty-two pounds, two shillings and nine pence sterling, stemming from a matter of goods and merchandise received to his satisfaction; which aforesaid 52 pounds 2 sch. 9 pence sterling this mortgagor promises to pay to Capt. Anth. Brockholes or his order in two payments, the first of which shall be in the coming trading season in the month of August, twenty-six pounds one shilling and 4<sup>1</sup>/<sub>2</sub> pence sterling, being the just half, and that in beavers and good, merchantable strung sewant; namely, thirty beavers at 12 shillings sterling is 18 pounds, and the rest in good merchantable sewant figured at one shilling to 2 guilders of sewant; the second payment, one year [358] thereafter being 1678 in the month of August in the sum of twenty-six pounds sterling, 1 shilling,



4<sup>1</sup>/<sub>2</sub> pence, to wit, thirty good merchantable beavers and the rest in good strung sewant, as the first payment; pledging for it especially his house and lot located here in Albany on the hill adjacent Arent van den Bergh to the south and the new house of Dirk Wesselse on the north, and [pledging] generally his person and estate, personal and real, present and future, nothing excepted, and submitting the same to the force of all the laws and judges, for the promotion of the payment thereof, in time of need, without cost and loss. Done in Albany on the 3rd of May 1677.

Rich. Pretty  
A. Teller

John Conell

Acknowledged before me,  
Robert Livingston, secretary

True copy [*in English*]

Received from John Conell of Albany, six and twenty pound one schil. and four pence half penny, being one half or moeyty of fifty-two pond 2 p and nine pence, due to Capt. Anth. Brockholes. I say received by me July the twenty-third day 1678.

Witness Charles Ecles

Robt. Hamilton

This is a true copy R. Liv. Secr.  
Record 8 Aug. 1678

[CONVEYANCE OF A HOUSE AND LOT FROM  
JAN CONELL TO JAMES PENNIMAN]

[359] Before me, Robert Livingston, secretary of Albany, Colonie Rense-laerswijck, and Schinhichtady, in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Dirk Wessels, magistrates of the same court, there appeared Jan Conell, who declared that he has, in true, rightful, free ownership, granted, conveyed and made over, to James Penniman, a certain house and lot located here in Albany, with all permanent fixtures, and in length and breadth as it lies within its fence, adjacent on the north the *dwarshuys*\* of Jurian Janse Groenwout and on the south the house of Harme Gansevoort, on condition that the *dwarshuys* on the corner of the northeast side shall contain one foot of the lot and then follow a straight line and a free drip between him and Harme

\* Literally a transverse house, i.e., a house with a structure crossing the gable end.

Gansevoort; and that by virtue of conveyance coming to him from Jurian Janse Groenwout dated the 8th of Feb. 1669, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing, excepting the lord's right, without the grantor's having the least claim anymore upon it, acknowledging that he is sufficiently satisfied and paid for it, the first penny with the last, giving for it *plaenam actionem cessam*, and full power to the aforesaid James Penniman, his [360] heirs and descendants or those who acquire his title and right, to do with and dispose thereof, as he might do with his patrimonial estate and effects; promising to defend the aforesaid house and lot against all persons, and to free it from all trouble, claims or charges, which is right, and further nevermore to do nor allow anything to be done against the same, with or without law, in any manner, under obligation as provided for it according to law. Done in Albany, the 15th of May 1677.

Richard Pretty  
Dierck Wessels

John Conell

Acknowledged before me,  
Robt. Livingston, secretary

[SATISFACTION OF PAYMENT OF DEBT BY JACOB  
JANSE GARDENIER TO ANDRIES TELLER]

[361] Before me Robert Livingston, secretary of Albany, Colony Rense-laerswijck and Schinnechtady, there appeared Sr. Andries Teller, who acknowledged that he is fully satisfied and paid by Jacob Janse Gardenier alias Flodder, with regard to a promissory note given to ditto Monsr. Teller on the 22d of Jan. 1676/7 in the sum of *f*248:2:- in beavers and *f*18:4:- sewant; thanking said Jacob Janse for prompt payment; and he promises to free the same from all claims from the beginning of the world to the date of this. Thus done in Albany in the presence of Pr. Meuse Vrooman and Gabriel Thomasen, invited as witnesses hereto, being the 17th of May 1677.

Witnesses:

Pieter Meesen Vrooman  
Gabiell Tomasen

A. Teller

Acknowledged before me,  
Robt. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY JACOB JANSE GARDINIER  
TO PETER MEUSE VROOMAN]

[362] Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck and Schaenhechtady, in the presence of the highly esteemed gentlemen, magistrates Mr. Richard Pretty and Mr. Andries Teller, there appeared Jacob Janse Gardinier alias Flodder, who acknowledged that he is well and truly indebted and in arrears to Pr. Meuse Vrooman in the quantity of three hundred and fifty good, merchantable pine boards, stemming from a matter of money advanced to the aforesaid Jacob Janse to his satisfaction, which aforesaid 350 boards the mortgagor promises to pay to Pr. Meuse or his order upon the first demand, pledging for it in particular his Negro boy named Wijnamus, about nine years old, and [pledging] in general his person and estate, personal and real, present and future, nothing excepted, and submitting the same to the force of all the Lord's laws and judges to promote payment of the same, in time of need, without costs and loss. Done in Albany, the 17th of May 1677.

Rich. Pretty  
A. Teller

Jacob Jansen Gerdenyer  
alias Flodder

Acknowledged before me,  
Robt. Livingston, Secr.

[*In the margin:*]

I, the undersigned, acknowledge that I have been fully paid for this mortgage by the hand of Jacob Janse Gardenier alias Flodder, freeing him from all claims. Done in Albany, the 1st of May 1680.

Pieter Meesen Vrooman

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A LOT FROM HENDRICK ROOSEBOOM  
TO PHILLIP SCHUYLER]

[363] Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck, Schaenhechtady, in the presence of the highly esteemed Mr. Richard Pretty and Andries Teller, magistrates of the same court, there appeared Hendrick Rooseboom, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over herewith, to and for the benefit of Mr. Phillip Schuyler, a certain lot located here in

Albany at the hill, on the south adjacent the lot of Mr. Wilson and on the north the lot of the aforementioned Hend. Rooseboom and on the west the highway, both on the east as well as on the west side it is thirty wood feet wide and both on the south side and north side [it is] fifty feet long, namely: Rhineland measure, (and whereas he intends to build a house thereon, the same is allowed him, drip free); by virtue of patent thereof dated the 30th of April 1667 by the right honorable Lord General Nicolls and conveyance, which he received from the executors of the estate of the late Rijndert Pieterse, executed by the Secr. Lud. Cobes dated the 14th of June 1663, and that free and unencumbered, without any claims standing or issuing thereupon, (excepting only the lord's right), without the grantor's having the least claim anymore upon it, acknowledging that he is fully satisfied and paid for it, the first penny with the last, giving for it, *plaenam actionem cessam*, and full power to the aforementioned Mr. Phillip Pieterse Schuyler, his heirs and descendants or those who may hereafter acquire his right and title, [364] to do with and dispose of said lot, as he might do with his patrimonial estate or effects; promising to defend the same against each and every person, and to free [it] from all trouble, claims or charges, as is right, and further nevermore to do nor allow anything to be done against [it], with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on the 14th of June 1677.

Rich. Pretty  
A. Teller

Hendrick Roosboom

Acknowledged before me,  
Robt. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM JAMES PENNIMAN  
TO ANDRIES TELLER]

Before me Robert Livingston, secretary of Albany, Colony Renselaers-wijck, and Schaenhechtady, in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Dirk Wessells, magistrates of the same court, there appeared James Penniman, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over, to Mr. Andries Teller a certain house and lot located here [365] in Albany, with all permanent fixtures, and breadth and length as it lies in its fence, adjacent on the north the *dwarshuys* of Jurian Janse Groenwout and on the south the house of Harme Gansevoort, upon condition that the

*dwarshuys* at the point on the northeast side shall contain one foot of lot running in a straight line, and a free drip between him and Harme Gansevoort, and that by virtue of conveyance, which he received from Jan Conell dated the 15th of May 1677, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing thereon, excepting the lord's right, without the grantor's having the least claim anymore upon it, acknowledging that he is fully satisfied and paid for it, the first penny with the last, giving for it *plaenam actionem cessam*, and full power to the aforesaid Mr. Andries Teller, his heirs and descendants or those who may acquire his title and right from him, to do therewith and dispose thereof, as he might do with his patrimonial estate and effects; promising to defend the aforesaid house and lot against each and every person, and to free it from all trouble, claims or charges, as is right, and further nevermore to do nor allow anything to be done against the same, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 8th of June 1677.

Richard Pretty

James Peniman

Acknowledged before me,  
Robert Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM  
ANDRIES TELLER TO SAMUELL WILLSON]

[366] Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck, Schaenhechtady, in the presence of the highly esteemed gentlemen Mr. Richard Pretty and Mr. Dirk Wessells, magistrates of the same court, there appeared Mr. Andries Teller, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over, to Mr. Samuëll Willson, a certain house and lot located here in Albany, with all permanent fixtures, and in breadth and length as it lies in its fence, adjacent on the north the *dwarshuys* of Jurian Janse Groenwout and on the south the house of Harme Gansevoort, on condition that the *dwarshuys* at the point on the northeast side shall contain a foot of the lot, running in a straight line, and there be a free drip between him and Harme Gansevoort, and that by virtue of conveyance come to him from James Penniman, dated the 8th of June 1677, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing thereon, excepting the lord's right, without the grantor's having

the least claim anymore upon it, acknowledging that he is sufficiently satisfied and paid for it, the first penny with the last, giving for it *plaenam actionem cessam*, and full power to the aforesaid Mr. Samuell Wilson, his heirs and descendants or those who acquire his title and right, to do with and dispose thereof, as he might do with his patrimonial estate and effects; [367] promising to defend the aforesaid house and lot against each and every person, and to free it from all trouble, claims or charges, which is right, and further nevermore to do nor allow anything to be done against it, with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 9th of June 1677.

Rich. Pretty  
Dirck Wesselsz

A. Teller

Acknowledged before me,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM MATTHEUS ABRAHAMSE  
TO PAULUS MARTENSEN]

Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck, Schaenhechtady, in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. And. Teller, magistrates of the same court, there appeared Mattheus Abrahamse, who declared, that he has, in true, rightful, free ownership, granted, conveyed and made over to Paulus Martensen, a certain house and lot located here in Albany, with all permanent fixtures, adjacent Pr. Lookermans to the south, to the north the house of Lawrence van Ale and Jan Janse Bleeker, to the west and east the public road; it is two rods wide in front on the street and behind on the west side it is one rod, ten and a half feet; on the north side it is six and a half rods long, and to the south side it is six rods, five and a half feet long; which he, the grantor, does by virtue of patent granted him by the right honorable [368] Lord Gov. Gen Richard Nicolls, dated the 7th of May 1667, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing thereon, (excepting the lord's right), without the grantor's having the least claim anymore upon it, acknowledging that he is satisfied and paid for it, the first penny with the last, giving for it *plaenam actionem cessam*, [and] full power to the aforesaid Paulus Martense, his heirs and descendants or those who might acquire his right and title, to do and dispose of the aforesaid house

and lot, as he might do with his patrimonial estate and effects; promising to defend the same against each and every person, and to free it from all trouble, claims or charges, which hereafter may come against it, and nevermore to do nor allow anything to be done against [it], with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 26th of June 1677.

This is the mark **M** of Mattheus Abrahamse  
 Rich. Pretty placed with his own hand.  
 A. Teller

Acknowledged before me,  
 Robert Livingston, secretary

[AGREEMENT ON LAND BETWEEN ANNETIE LIEVENS  
 AND JAN JACOBSE VAN NOORTSTRANT]

[369] Before me Robert Livingston, secretary of Albany, Colony Renselaerswijck and Schaenhechtady, and in the presence of the witnesses named below, there appeared Annetie Lievens, widow of Goose Gerrits, deceased, of the one side, and Jan Jacobse van Noortstrant of the other side, who declared that they had in amity and friendship entered into an agreement with each other for the sale of a piece of land located to the north of the fourth tributary above Colony Renselaerswijck being a part of a parcel of land called the foreland of the Half Moon, and [called] by the Indians Mathahenaack; together with about two morgens of cleared land located on the island which lies directly opposite the aforesaid parcel of land, commonly called Haever island, and that in the following manner: First, the aforesaid widow acknowledges that she has sold, and Jan Jacobsen van Noortstrant that he has bought from her, the aforesaid parcel of land, stretching from the fourth tributary to the little stream close by the house of Roeloff Gerritse, being in size about seven morgens of arable land; having to the south the aforesaid fourth tributary, to the west Roeloff Gerritse to the north the little stream, and to the east the river, together with two morgens of arable land lying on Haever island, which lies directly opposite the aforesaid parcel of land; the same to be delivered to the buyer free and unencumbered at the end of the term [of this contract], excepting only the lord's right, [370] for which two parcels of land Jan Jacobse van Noortstrant promises to pay the amount of sixty-six whole beavers, to be able to be satisfied with wheat, oats or other grain, livestock, work, etc., at market prices, and that in four

installments, each a just fourth part, being sixteen and a half beavers, whereof the first shall be in March 1679, the second installment in March 1680, the third in 1681, and the fourth in March 1682; it was hereby conditioned and stipulated that the aforesaid Jan Jacobse shall enclose the aforesaid land within a sufficient fence next spring for their mutual protection. Also, that the aforesaid widow shall have free passage for her cattle through his land to the Half Moon up above, in order to graze them there. Likewise the buyer shall be obligated to keep all animals, which may come from the Half Moon, from doing damage to the aforesaid widow's grain. Further, it is stipulated that on harvest day, when the grain is in, the cattle of the aforesaid widow shall have free pasture on his, the buyer's, land, in the stubble, and his animals in like manner upon her land, to prevent all quarrels respecting the driving away of cattle and the like. [371] And if the buyer does not pay for the aforesaid lands at the times according to the agreement, then the seller takes her land again; wherewith the contracting parties are well satisfied, it being done without craft or guile, respectively pledging hereto for the performance of these presents, their persons and estates, personal and real, present and future. Thus done in Albany, the 26th of June 1677. In the presence of Sr. Gerrit Banker and Harme Rutgers, being invited as witnesses hereto.

Gerret Bancken  
Herman Rutgers

Annetge Lievens

This is the mark  
van Noort

of Jan Jacobs  
strandt

placed with his own hand.

Acknowledged before me,  
Robert Livingston, secretary

On the 18th of October 1680, Roeloff Gerritse has assumed the above purchase of Jan Jacobse, the widow agreeing thereto, he paying 56 beavers,  $\frac{1}{4}$  in the winter of 1681/2 and the  $\frac{3}{4}$  each winter thereafter.

[ACKNOWLEDGEMENT OF PAYMENT OF DEBT  
BY ROBERT STORY TO JOHN SAVINE]

[372] Before me Robert Livingston, secretary of Albany, Colony Rense-laerswijck and Schaenhechtady, in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same court, there appeared the honorable lord, my lord Thom de Lavall,



as attorney for Mr. John Savine, heir of Capt. Thomas Willet, merchant at Boston, who acknowledged that he is fully satisfied and paid by Mr. Robert Story, in respect to a promissory note which ditto Story gave to the heirs of the aforesaid Willet for the sum of three hundred and fifty-seven guilders beavers, dated the 26th of August 1676, and thanking said Ro. Story for prompt payment and promises to free the same from all trouble or claims. As ditto Story gave the aforesaid obligation for freeing of the house, which he bought from Wm. Nottingham, from a mortgage which was then upon said house for the aforesaid sum; pledging for it his person and estate, [373] personal and real, present and future, nothing excepted. Thus done in Albany, on the 25th of July 1677.

Richard Pretty  
A. Teller

Tho. De Lavall

Acknowledged before me,  
Robert Livingston, secretary

[PURCHASE CONTRACT OF A HOUSE AND LOT BETWEEN  
SAMUELL WILSON AND JAN HEYNDRICK BRUYN]

Before me Robert Livingston, secretary of Albany, Colony Renselaerswijk and Schaenhechtady and in the presence of the witnesses named below, there appeared Mr. Samuella Wilson on the one side and Mr. Jan Heyndrick Bruyn of the other, who declared that they, in amity and friendship, have agreed and contracted with each other respecting the sale of a house and lot standing and located here in Albany at the hill, between the house of Robert Sanders and the new house of Capt. Phillip Schuyler, and that in the following manner: First, Mr. Bruyn promises to pay to Mr. Wilson for the aforesaid house the quantity of one hundred and fourteen beavers, to be reckoned at 8 guilders apiece, always provided that the buyer have the choice or option to pay in heavy beavers, that is five quarter-weight beavers reckoned at 8 guilders a beaver,\* [374] and that in two installments, of which the first shall be paid now at once, a sum of fifty-seven beavers, and the second in N. York, also fifty-seven beavers, within the time of three months; with the first payment, being immediately; the house shall be delivered with all permanent fixtures, and as the same is within its fence, on condition that the seller on payment

\* A full-grown beaver was worth 8 guilders. However, it took five young or quarter-weight beavers to equal one whole or full-grown beaver, an indication that good quality beavers were becoming more difficult to obtain.

of the last installment shall be obligated to deliver a good, valid conveyance, together with the patent thereof. The said contracting parties mutually promise to keep and perform the aforesaid contract under pledge of their respective persons and estates, nothing excepted, subject to all courts, laws and judges. In witness whereof the contracting parties have signed this in presence of Jan van Loon and Claes Janse Stavast, invited as witnesses hereto. Done in Albany the 26th of July 1677.

Jan van Loon  
Claes Jansen Stavast


Samuell Wilson  
J.H. Bruyn

Acknowledged before me,  
Robert Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY PIETER  
WINNE JUNIOR TO RICHARD PRETTY]

[375] Before me Robert Livingston, secretary of Albany, Colony Rense-laersw. and Schaenhechtady, in the presence of the highly esteemed gentlemen Mr. Andries Teller and Mr. Dirk Wessells, magistrates of the same court, there appeared Pieter Winne Junior, who acknowledged that he is well and truly indebted and in arrears to Mr. Richard Pretty, in the sum of four hundred twenty-four guilders sewant, stemming from goods and money received to his content, for which he promised to deliver tar for his honor the governor general, which he has failed to do. However, as he is willing to give satisfaction to the aforesaid Mr. Pretty for the aforementioned f424:--:-- sewant, he engages and pledges himself to work with Mr. Marte Gerritse from the 1st of August 1677 until the whole sum shall have been earned (only sickness excepted), which payment shall be for the aforesaid Mr. Pretty or his order; and for the performance of the same, he pledges his person and estate, personal and real, present and future, nothing excepted, and submitting the same to the force of all the Lord's laws and judges; in witness of these presents he has signed this with his own hand. Done in Albany, the 8th of August 1677.

A. Teller  
Dirck Wessels

This is the  mark of Pr. Winne Junr.  
placed with his own hand

Acknowledged before me,  
Robert Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM THE MAGISTRATES  
TO PIETER MEUSE VROOMAN]

[376] The highly esteemed gentlemen, the magistrates of Alb., Colonie Rensel. and Schaenhechtady, herewith declare that they have in true, rightful, free ownership, granted, conveyed and transferred to and for the benefit of Pr. Meuse Vrooman a certain house and lot standing and located in Albany; adjacent Ro. Sanders to the south and to the north the house of Capt. Schuyler, in breadth and length according to the patent thereof dated the 6th of June 1667 to which reference is made herein. Whereas said Pr. Meuse, in session, has made it appear that the aforesaid house and lot was bought from Richard Frizier by his predecessor Gerrit Janse Stavast and paid for by him, Meuse, to such persons as he was directed, and chiefly to Mr. Pretty, in whose hands the patents were entrusted, and afterwards said Frizier died in England without appointing any attorney for it; therefore, their honors of the court make this conveyance, free and unencumbered, without any claims standing or issuing against the same (excepting only the lord's right), and without their honors, the court, making the least claim thereon, giving for it full power and *plenam actionem cessam* [377] to the aforesaid Pr. Meuse Vrooman, his heirs and descendants or those who may hereafter come to acquire right and title from him, to do with and dispose of the said house and lot as he might do with his other patrimonial estate and effects; promising to defend the same against each and every person, and to free it from all trouble, claims and charges; and further, never more to do nor allow anything to be done against the same, either with or without law, in any manner whatsoever. Given under our hands and seals, in Alb., the 14th of Aug. 1677.

Philip Schuyler  
A. Teller

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM PIETER MEUSSE VROOMAN  
TO ELISABETH CLAESE]

[378] Before me, Robert Livingston, secretary of Alb. Colony Renselaerswijck and Schaenhechtady etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Pr. Meusse Vrooman, who declared that he

has, in true, rightful, free ownership, granted, conveyed and transferred to Elisabeth Claese, widow of the late Jan Burger, deceased, a certain house and lot standing and located in Alb., adjacent Ro. Sanders to the south and to the north the new house of Capt. Schuyler, in breadth and length according to the patent thereof dated the 6th of June 1667, to which reference is made herein, which he does by virtue of a decree granted him by the right honorable lords magistrates of this town dated the 14th of August 1677, and that free and unencumbered, without any claims standing or issuing against the same (excepting the lord's right), and without the grantor's making the least claim thereon any more; acknowledging that he is fully satisfied and paid therefor, the first penny with the last, and giving for it *plenam actionem cessam*, and full power to the aforesaid Elisabeth Claese, her heirs and descendants or those who may obtain her title and right, to do with and dispose of the same as she might do with her patrimonial estate and effects; promising to defend the aforesaid house and lot against each and every person, and to free it from all trouble, claims or charges, which is right, and further, never more to do nor allow anything to be done against the same, either with or without law in any manner whatsoever, under obligation as provided therefor according to law. Done in Albany on this the 6th of September 1677.

Rich. Pretty  
A. Teller

Pieter Meesen  
Vrooman

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM ELISABETH CLAESE  
TO SAMUELL WILSON]

[379] Before me, Robert Livingston, secretary of Alb., Colony Rensselaerswijck and Schaenhechtady etc., and in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. A. Teller magistrates of the same court, there appeared Elisabeth Claese, widow of the late Jan Burger, deceased, who declared that she has, in true, rightful, free ownership, granted, conveyed and transferred to Mr. Samuëll Wilson merchant at N. York, a certain house and lot standing and located in Alb., adjacent Ro. Sanders to the south and to the north the new house of Capt. Schuyler, being in breadth and length according to the patent thereof dated the 6th of June 1667, to which reference is made herein, which she does by virtue of a conveyance coming to her from Pr. Meuse Vrooman

dated the 6th of Sept. 1677, and that free and unencumbered, without any claims standing or issuing against the same (excepting the lord's right), and without the grantor making the least claim thereon any more; acknowledging that she is fully satisfied and paid for it, the first penny with the last, giving for it *plaenam actionem cessam* and full power to the aforesaid Samuell Willson, his heirs and descendants or those who may obtain his right and title, to do therewith and dispose thereof as he might do with his patrimonial estate and effects; promising to defend the aforesaid house and lot against each and every person, and to free it from all trouble, claims or charges, which is right, and further, never more to do nor allow anything to be done against the same, either with or without law in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on this the 7th of September 1677.

Richard Pretty  
A. Teller

Leysebeth Claes

Acknowledged before me,  
Ro. Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM SAMUELL WILLSON  
TO JAN HEYNDRICK BRUYN]

[380] Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijck and Schaenhechtady, and in the presence of the highly esteemed gentlemen, the magistrates of the same court, Mr. Rich. Pretty and Mr. Andries Teller magistrates, there appeared Mr. Samuell Willson merchant at N. York, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred to and for benefit of Sr. Jan Heyndrik Bruyn, a certain house and lot standing and located in Albany at the hill, adjacent Ro. Sanders to the south and to the north the new house of Capt. Phillip Schuyler, in breadth and length according to the patent thereof dated the 6th of June 1667, to which reference is made herein, which he does by virtue of a conveyance coming to him from Elisabeth Claese widow of the late Jan Burger deceased, dated the 7th of September 1677; and that free and unencumbered, without any claims standing or issuing against the same (excepting the lord's right), [and] without the grantor making the least claim thereon any more; acknowledging that he is fully satisfied and paid therefor, the first penny with the last, and giving for it *plaenam actionem cessam* and full power to the aforesaid Mr. Jan Heyndrick Bruyn, his heirs and descendants or

those who may obtain his right and title, to do with and dispose of the same as he might do with his patrimonial estate and effects; promising to defend the aforesaid house and lot against each and every person, and to free it from all trouble, claims or charges, which is right, and further, never more to do nor allow anything to be done against the same, either with or without law in any manner whatsoever, under obligation as provided therefor according to law. Done in Albany on this the 8th of September 1677.

Richd Pretty  
A. Teller

Samuell Willson

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF A FARM FROM EVERT LUYCASSE  
BACKER TO JACOB JANSE GARDENIER]

[381] Before me, Robert Livingston, secretary of Albany, Colony Renselaerswijck and Schaenhechtady, and in the presence of the highly esteemed gentlemen Mr. Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Evert Luycasse Backer, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred to and for benefit of Jacob Janse Gardenier, a certain farm, being the just half of the land located behind the Kinderhoeck, in which is included the rights which were presented to Volkert Janse by the rightful owner Watawit, whose right and title the grantor possesses, namely, all the aforesaid land to wit, the southerly just half with all the rights, title and ownership of the same, lying on the east side of the kill, being the middlemost piece of land there, which he, the grantor, does by virtue of the patent given to him by the right honorable lord Gov. Richard Nicolls dated the 26th of June 1668, and that free and unencumbered, without any claims standing or issuing against the same (excepting the lord's right), and without the grantor making the least claim thereon any more; acknowledging that he is fully satisfied and paid for it, the first penny with the last, and giving for it *plaenam actionem cessam* and full power to the aforesaid Jacob Janse Gardenier, his heirs and descendants or those who may obtain his right and title, to do with and dispose of the same as he might do with his patrimonial estate and effects; promising to defend the aforesaid piece of land against each and every person, and to free it from all trouble, claims or charges, which is

right, and further, never more to do nor allow anything to be done against [it], either with or without law in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on the 8th of September 1677.

Richard Pretty  
A. Teller

Evert Luycas

In my presence,  
Ro. Livingston, secretary

[BILL OF SALE FOR A FARM BY JACOB JANSE GARDENIER  
TO ADAM DINGEMANS]

[382] On this the 9th of Sept. 1677 before me Robert Livingston, secretary of Alb., Colony Rensselaerswijck and Schaenhechtady, etc. in the presence of the witnesses named below, there appeared Jacob Janse Gardenier alias Flodder, who acknowledged that last January he sold to Adam Dingemans the farm at Kinderhoeck, on which he, Dingemans, presently resides, in the manner described as follows: and the same shall be delivered to Adam Dingemans, with all his right, title and ownership of the same, as it lies in its fence, with the house, lot, barracks, and barn, as he at present occupies it, with a cart and a half of a horse; and that for the sum of five hundred guilders Holland money, to be paid in bill of exchange in Holland whenever the seller shall desire the bill of exchange, with this reservation, that if this bill of exchange returns with protest or if the money be not paid there, then the sale shall be voided and the buyer shall be held to pay yearly rent as before; to which end the contracting parties mutually pledge their respective persons and estates, real and personal, present and future, nothing excepted, placing the same in subjection to all the lord's laws and judges. Done in Albany, without craft or guile, in the presence of Arnout Cornelise Viele and Hendrik vande Water, called as witnesses hereto.

Witnesses:

Arnout Corn. Viele  
Hendrick vande Water

Jacob Jansen Flodder  
Adam Dingemans

Acknowledged before me,  
Ro. Livingston, secretary

## [TESTIMONIAL CERTIFICATE OF CATELIJNTIE VAN ELSLANT]

[383] By the highly esteemed gentlemen, the magistrates of Albany, Colonie Renselaerswijck and Schaenhechtady etc., whereas Cateljntie van Elslant, wife of Jacob Abrahamse Cuyper proposes to depart from here for Holland in order to collect and receive there some moneys coming to her and her brother, Claes van Elslant, by way of inheritance and bequest from her late mother's uncle, Harmanus Antonidus van der Linde, in his lifetime minister at Naerden, to which end she has solicited of us a testimonial certificate, which we cannot refuse; therefore, we declare that she is a daughter of Claes van Elslant deceased, having been in his lifetime undertaker and gravedigger at New York,\* and her mother's name is Willemtie Harpers van der Linde. Given under our hands and seals, in Albany the 25th of September and in the twenty-ninth year of the reign of our sovereign lord Carolus the Second, by the grace of God King of Great Britain, France and Ireland, defender of the faith, 1677.

## [POWER OF ATTORNEY BY CLAES VAN ELSLANDT AND JACOB ABRAHAMSE CUYPER TO CATELIJNTIE VAN ELSLANDT]

[384] Before me Robert Livingstone, Secr. of Albany, Colonie Renselaerswijck and Schaenhechtady and in the presence of the right honorable gentlemen, Mr. Philip Pieterse Schuyler and Mr. Richard Pretty, magistrates of the same court, there appeared Claes van Elslant and Jacob Abrahamse Cuyper, both residents of Albanie, who declared that they have, in accordance with instructions dated the 26th of October 1676 from Harmanus vander Linde residing in The Hague in Holland, appointed and empowered Cateljntie van Elslant, wife of the aforesaid Jacob Abrahamse Cuyper and sister of the aforesaid Claes van Elslant, specifically to demand, collect and receive in Holland, etc., her and her aforesaid brother's portion of the inheritance and bequest, left for them by her mother's uncle, named Harmanus Antonidus van der Linde, in his lifetime minister at Naerden; therefore, to confirm receipt of the proceeds, and to post bond for claims, and further to do, perform and execute all things which may be necessary and her judgment may suggest; promising at all times to confirm all that shall be done and

\* Claes van Elslant pursued these careers in his later years. Earlier he had been active in the administration of New Netherland; at various times serving in such positions as, commissary of provisions, member of Kieft's council, and tobacco inspector.



performed in the aforesaid matter by their aforesaid sister and wife, as their attorney, without any contradiction. Done in Albanie in America on the 25th of September and in the twenty-ninth year of the reign of our sovereign lord Carolus the Second, [385] by the grace of God king of Great Britain, France and Ireland, defender of the faith. In the year of our Lord 1677.

[TESTIMONIAL CERTIFICATE OF AERNOUT CORNELIS VIELE]

By the the highly esteemed gentlemen, the magistrates of Albany, Colonie Renselaerswijck and Schaenhechtady etc., a certain citizen of this town of Albanie in America, named Aernout Corn. Viele, appearing before us solicits very earnestly that he may receive a testimonial certificate from us that he is married to one Gerritie Gerritse, born at Amsterdam in Holland, which we are not able to refuse him; whereas some years ago a certain power of attorney was given to Harme Vedder, also dwelling in our jurisdiction, having reference to Arent Janse Timmerman, stepfather of Gerritie Gerritse, in respect to some moneys which were coming to her from the Orphans Chamber, but came back fruitless, because not specially addressed to the Messrs. orphan masters. Thus it is, that on this account, to all magistrates on whom this instrument is served, [386] we make known the real truth to be that he, the aforementioned Aernout Corn. Viele, is husband and guardian of Gerritie Gerritse, both alive and well. Given under our hands and seals in Albany in America on the 25th of September and in the twenty-ninth year of the reign of our sovereign lord, Carolus the Second, by the grace of God king of Great Britain, France and Ireland, defender of the faith. In the year of our Lord 1677.

[POWER OF ATTORNEY FROM AERNOUT CORNELIS VIELE TO  
ABRAHAM DE HOSHIPEE AND DANIEL DE NIEWVILLE]

Before me, Robert Livingstone, secretary of Albany, Colonie Renselaerswijck and Schaenhechtady etc., in the presence of the highly esteemed gentlemen, Mr. Philip Pieterse Schuyler and Mr. Richard Pretty, magistrates of the same court, there appeared Aernout Corn. Viele, citizen and resident here, who declared that he herewith has appointed and fully empowered Messers. Abraham de Hoshipee and Daniel de Niewville, merchants dwelling in the city of Amsterdam, specifically to demand,

collect and receive from the Messers. Orphan Masters of the same city, the sum of two hundred and fifty Carolus guilders, with the interest due on the same since the 24th of August 1656, [387] to the date of complete payment, stemming from the proven estate of the appearer's wife, Gerritie Gerritse; and by virtue of an authentic copy hereby enclosed of a certain extract from the twenty-fifth register of the orphans' chamber of the city of Amsterdam, fol. iii, drawer 389, together with this [power of attorney], these attorneys [are empowered] to give quittance for receipts, and in case of refusal, with law and rigor of justice to constrain them to payment, and to that end to observe all terms of law, including sentence and extreme execution thereof, and finding the sentence withheld, to challenge or appeal therefrom; and also to prosecute to the extreme said challenge or appeal; with power also to substitute one or more persons in their places; and further, to do all things in the aforesaid matter, either with or without law as may be needed and as their judgment may suggest, and as he, the appearer, if himself present, might or could do; promising at all times [to hold good] all that shall be done and performed in the case, by virtue of this instrument, by the aforesaid attorneys, or by one of them, or by those substituted, without any contradiction, under obligation as provided therefor according to law, provided that these attorneys be obligated, when asked and solicited, to render proper accounts of their aforesaid transactions. Thus done and executed in Albany in America the 25th of September, [388] and in the twenty-ninth year of the reign of our sovereign lord, Carolus the Second, by the grace of God king of Great Britain, France and Ireland, defender of the faith. In the year of our Lord 1677.

[POWER OF ATTORNEY FROM CORNELIS VAN DIJCK TO  
WILLEM LAKENS AND DANIEL HONDEKOETRE]

Before me, Robert Livingstone, secretary of Albany, Colonie Renselaerswijck and Schaenhechtady etc., in the presence of the highly esteemed gentlemen, Mr. Philip Schuyler and Mr. Andries Teller, magistrates of the same court, there appeared Mr. Corn van Dijck, surgeon, husband, and guardian of Elisabeth Lakens (both alive and well), who declared that he herewith has appointed and fully empowered Sr. Willem Lakens, Sr. Daniel Hondekoetre, merchants dwelling in the city of Amsterdam in Holland, specifically, in the appearer's name and for his sake, jointly or severally, to ask, demand, collect and receive such household goods and moneys as are coming to him on account of inheritance and bequest,

make over by will [389] to his wife, aforesaid Elisabeth Lakens, from Sr. Dirck Steck, her full cousin, which are located at Emerck\* and elsewhere, as it appears by said will thereof; together with a just share of the estate left by Meutie Dirckie, also located there, etc.; and further, all that is coming to him, be it from his aforesaid wife's side or elsewhere, however it may be and wherever it may be or be lying; and to issue quittance for it of receipts, and in case of refusal to compel them with law and rigor of justice to payment; to this end to observe all terms of law, including up to sentence and extreme execution thereof; and finding the sentence or sentences adverse, to challenge or appeal therefrom, and to prosecute to the extreme said challenge or appeal; with the power to substitute one or more persons in their places; to demand of those there in addition to accounting and inventory, the will, and other documents necessary thereto, and if it is suitable also to come to a reconciliation and compromise, and further to do all things there as their good judgment shall resolve; to sell the estate, both real and personal--houses, lots, lands [390] as well as other things--and to deliver proper conveyance thereof and to make contracts as complies with the methods of the laws; indeed, wherever the matter demands a more specific and graver charge than above stated, which the attorneys shall understand to be herein contained and included, [the appearer] promising at all times to hold as good, set and of value everything that shall be done and performed in the aforesaid matter by the aforesaid attorneys, or either of them or those substituted for them, by virtue of this instrument, without any contradiction, under obligation as provided therefor according to law, provided that the attorneys remain obligated to render, upon demand and solicitation, proper accounts of their aforesaid transactions. Thus done and executed in Albany in America on the 26th of September 1677.

[ACKNOWLEDGEMENT OF DEBT BY ALBERT ANDRIESE BRADT  
TO NICOLAUS VAN RENSELAER]

[391] Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijk and Schaenhechtady, in the presence of the the esteemed gentlemen Phillip Schuylers and Dirk Wessels, magistrates of the same court, there appeared Albert Andriese Bradt, who acknowledged that he is truly indebted and in arrears to Mr. Nicolaus van Renselaer, director of the Colonie Renselaerswijk, in the sum of three thousand, nine

\* Emmerich is on the Rhine just east of Nijmegen. The Dutch fortress there, called Fort Orange, was an important stronghold during the Eighty Years' War.

hundred and fifty-six guilders, as appears by the books of the Colony Renselaerswijck, growing out of expired lease of mill and land; which aforesaid 3956 guilders the mortgagor promises to pay to the aforesaid lord director, or to his successor, provided that deduction be made for whatever he, the mortgagor, shall be shown to have paid thereon; and pledging for it specifically the produce of the orchard standing next to the very dwelling which he, the mortgagor, presently possesses; from which orchard's produce he promises to pay in rent during his lifetime twenty guilders in patroon's money in apples and generally pledging his person and estate, personal and real, present and [392] future, nothing excepted; submitting the same to the force of all the Lord's laws and judges, to promote the payment thereof in due time, if need be, without loss or cost. Done in Alb., without craft or guile, on the 30th of Octob. 1677.

Philip Schuyler  
Dirck Wesselsz

Aalbert Andriessse Brat  
Acknowledged before me,  
Robt. Livingston, secretary

[CONVEYANCE OF LAND FROM HARMEN VEDDER  
AND BARENDT RIJNDERSE TO CLAES JANSE  
VAN BOCKHOOVEN AND RIJCK CLAESE]

[393] Before me, Robert Livingston, secretary of Alb., Colonie Renselaerswijck and Schaenhechtady, etc., in the presence of the esteemed gentlemen Capt. Phillip Shuyler and Mr. Dirk Wessells, magistrates of the same court, there appeared Harmen Vedder and Barendt Rijnderse, who declared that they have, in true, rightful, free ownership, granted, conveyed and transferred to and for benefit of Claes Janse van Bockhooven and Rijck Claese, a certain piece of land located across the river in Canastagonene, and that according to all the rights which the aforesaid grantors have therein; which they do by virtue of a patent granted them by the right honorable lord governor general Francis Lovelace dated the 19th of May 1671, to which reference is made herein and that free and unencumbered, without any claims standing or issuing against the same (excepting the lord's right), and without the grantors' making the least claim thereon any more; acknowledging that they are fully satisfied and paid for it, the first penny with the last, giving for it *plaenam actionem cessam* and full power to the aforesaid Claes Janse van Bockhoven and Rijck Claese, their heirs and descendants or those who may obtain their title and right, to do with and dispose of the same as they

might do with their patrimonial estates and effects; promising to defend the aforesaid land against each and [394] every person, and to free it from all trouble, claims or charges, which is right, and further, never more to do nor allow anything to be done against the same, either with or without law in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on the 31st of Octob. 1677.

Philip Schuyler  
Dirck Wesselsz

Harmen Vedder  
Barent Reyndersz Smit

Acknowledged before me,  
Robert Livingston, secretary

[CONVEYANCE OF LAND FROM BARENT RYNDERSE  
TO CLAES JANSE VAN BOCKHOOVEN]

Before me, Robert Livingston, secretary of Albany, Colony Renselaerswijck and Schaenhechtady, etc., in the presence of the highly esteemed gentlemen Capt. Phillip Schuyler and Mr. Dirk Wessells, magistrates of the same court, there appeared Barent Rynderse, who declared that he had, in true, rightful, free ownership, granted, conveyed and transferred to and for the benefit of Claes Janse van Bockhooven, all his title to the land at Canastagioene on this side of the river,\* which he does by virtue of patent granted him and Harme Vedder by the right honorable lord governor general Francis Lovelace dated the 19th of May 1671, the aforesaid land being the just half of that which is specified in the aforesaid patent, to wit, on this side of the river; and that free and unencumbered, without any [395] claims standing or issuing against the same excepting the lord's right, and without the grantor making the least claim thereon any more; acknowledging that he is fully satisfied and paid for it, the first penny with the last, and giving for it *plaeenam actionem cessam* and full power to the aforesaid Claes Janse van Bockhooven, his heirs and descendants or those who may obtain right and title, to do with and dispose of the same as he might do with his patrimonial estate and effects; promising to defend the aforesaid land against each and every person, promising to free it from all trouble, claims or charges, which is right, and further, never more to do nor allow anything to be done against the same, either with or without law in any manner whatsoever, under obligation as provided for it according to law. Done in Albany on 31st

\* This is the area along the Mohawk River between Albany and Schenectady now known as Niscayuna.

of October 1677.

Philip Schuyler  
Dirck Wesselsz

Barent Reijndersz Smit

Acknowledged before me,  
Robert Livingston, secretary

[CONVEYANCE OF LAND FROM CLAES JANSE VAN BOCKHOOVEN  
TO JAN CLOET]

[396] Before me, Robert Livingston, secretary of Albany, Colonie Rense-  
laerswijck and Schaenhectady etc., in the presence of the highly es-  
teemed gentlemen, Capt. Phillip Pieterse Schuyler and Mr. Dirk  
Wessells, magistrates of the same court, there appeared Claes Janse van  
Bockhooven, who declared that he had, in true, rightful, free ownership,  
granted, conveyed and transferred to and for the benefit of Capt. Jan  
Cloete, a certain piece of land located at Canastagioene on this side of  
the river with all the title which he has therein, as it was conveyed to him  
this date by Barent Rijnderse, being the just half which the aforesaid  
Barent has inherited on this side of the river, as per patent thereof granted  
to Harme Vedder and Barent Reynders by the former Governor Francis  
Lovelace dated the 19th of May 1671, and that free and unencumbered,  
without any claims standing or issuing against the same excepting the  
lord's right, and without the grantor making the least claim thereon any  
more; acknowledging that he is fully satisfied and paid for it, the first  
penny with the last, and giving for it *plænam actionem cessam* and full  
power to the aforesaid Capt. Jan Cloete, his heirs and descendants or  
those who may obtain his right and title, to do with and dispose of the  
aforesaid land as he might do with his patrimonial estate and effects;  
promising to defend the aforesaid land against each and every person,  
and to free it from all trouble, claims or charges, which [397] is right,  
and further, never more to do nor allow anything to be done against the  
same, either with or without law in any manner whatsoever, under  
obligation as provided for it according to law. Done in Albany, the 31st  
of October 1677.

Philip Schuyler  
Dirck Wesselsz

This is the mark  of Claes Janse  
van Bockhooven, placed with his own hand

Acknowledged before me,

Robt. Livingston, secretary

On this the 1st of Novemb. 1677, Com. van Schelluyn declared, in the presence of Hend. Cuyler and Claes van Bockhooven, that it was well known to him that Jan Cloet bought the land of his father at Canastagioene and paid for it to Tieleman van Schelluyn, his brother.

Acknowledged before me,  
Ro. Livingston, Secr.

[AGREEMENT BETWEEN JURIAN TEUNISE TAPPEN AND  
PHILLIP PIETERSE SCHUYLER FOR SALE OF A FARM]

[398] Before me Robert Livingston, secretary of Albany, Colonie Renselaerswijk and Shinnechtady, and in the presence of the witnesses named below, there appeared Jurian Teunise Tappen, of the one side, and Capt. Phillip Pieterse Schuyler, of the other side, who declared that they have in amity and friendship contracted and agreed with one another respecting the sale of his, Jurian Teunise's farm located on Hudson's River obliquely opposite the farm of the aforesaid Capt. Schuyler, as follows: First, Jurian Teunise acknowledges that he has sold, and Capt. Schuyler that he has bought from him, the aforesaid farm, with all that appertains to the same, being the just tenth part of the colony Renselaerswijk, according to the conveyance delivered to him by Jeronimus Ebbinck dated the 7th of July 1676, with horses, animals, house and barns, grain sowed, and all permanent fixtures, with everything such as he, Jurian Teunise, at present is in possession, excepting only his, Jurian's, household goods, which he now has, further Capt. Schuyler shall possess everything else which there is of a farmer's utensils; the seller shall deliver to the buyer all the above-mentioned property on the 8th of this month, and upon payment shall give a perfect conveyance; for which farm and title to the same, the above named Capt. Schuyler promises to pay to the aforesaid Jurian Teunise the sum of six hundred merchantable beaver pelts in the month of next coming July 1678, all in one sum, with which the contracting parties acknowledge that they are well [399] content; hereto pledging their respective persons and estates, personal and real, present and future. Thus done in Albany, without craft or guile, in the presence of Dirk Wessels and Johannes Wendel, called as witnesses hereto, on this 6th of Nov. 1677.

Dirck Wesselsz

Jure Jan Tunsen

Johannes Wendel

Philip Schuyler


Acknowledged before me,  
Robt. Livingston, secretary

[AGREEMENT BETWEEN HARME GANSEVOORT AND CLAES JANS  
AND ALBERT JACOBSE GARDINIER FOR  
THE CONSTRUCTION OF A BARN]

Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijck and Shaenhechtady and in the presence of the witnesses named below, there appeared Harme Gansevoort, of the one side, and Claes Janse and Albert Jacobse Gardinier, carpenters of the other side, who declared that they have, in amity and friendship, have contracted and agreed with one another about the building of a barn for Gansevoort at Catskill, as follows: First, Claes Janse and Albert Jacobse aforesaid, acknowledge that they have undertaken to build a barn for Harme Gansevoort at Catskill, with aisles on both sides; the barn shall be sixty feet long and thirty feet wide with a floor of timbers, horse crib, cow stall and loft therein shortened to fifteen [400] feet long and the width of the barn; with the conditions that aforesaid Harme shall provide their food and drink and deliver all the wood and materials that belong thereto; likewise it is stipulated that Jan Dirkse shall rough hew a month for the aforesaid carpenters at the expense of Harme aforesaid; they shall begin to build in January or February next coming and not stop the work until the barn is finished according to the above-specified conditions; for which he, Harme Gansevoort, promises to pay the sum of forty beavers in two installments, to wit, the first half, being twenty beavers, in the autumn after the barn shall be finished, a third of the same in maize, a third in hogs and a third in cattle, at market prices; the second installment a year after being likewise twenty beavers, in the same kind, to wit  $\frac{1}{3}$  maize,  $\frac{1}{3}$  in hogs and  $\frac{1}{3}$  in cattle; with which the contracting parties acknowledge that they are well satisfied, hereto pledging their respective persons and estates, real and personal, present and future. Thus done in Albany, without craft or guile, in the presence of Claes Janse Stavast and Jan Conell, as witnesses called hereto, on this 29th of November 1677.

Claes Jansen Sta.  
John Connell

Hermen Gansev.  
Claes Jansz

The mark of Albert  Jacobse

Acknowledged before me



Robt Livingston, secretary

[CONVEYANCE OF HALF AN ISLAND FROM  
VOLKERT JANSE DOW TO PIETER WINNE]

[401] Before me, Robert Livingston, secretary of Albany, Colonie Rense-laerswijck etc., in the presence of the highly esteemed Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Capt. Volkert Janse Dow, who declared that he had, in true, rightful, free ownership, granted, conveyed and transferred to Sr. Pieter Winne, half of an island located on Hudson's River opposite Paerdehoeck and formerly called Constable's Island, together with half of the house and barn and barrack, and with all permanent fixtures, which he, the grantor, does by virtue of patent given to him by the right honorable lord Rich. Nicolls dated the 6th of September 1667, to which reference is made herein; and that free and unencumbered, without any claims standing or issuing against the same excepting the lord's right, and without the grantor making the least claim thereon any more; acknowledging that he is fully satisfied and paid therefor, the first penny with the last, and giving for it *plaenam actionem cessam* and full power to the aforesaid Sr. Pr. Winne, his heirs and descendants or those who may hereafter obtain his right and title, to do with and dispose of the aforesaid land as he might do with his patrimonial estate and effects; [402] promising to defend the aforesaid against each and every person, and to free it from all trouble, claims or charges, which may hereafter come, and never more to do nor allow anything to be done against the same, either with or without law in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 13th of December 1677.

Rich. Pretty  
A. Teller

Volckart Jansz Douw

Acknowledged before me,  
Robert Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM  
PAULUS MARTENSE TO HARME JANSE]

Before me Robert Livingston, secretary of Albany etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Paulus Martense, wheelwright, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred, to and for the benefit of Harme Janse, ropemaker, a certain house and lot standing and located here in Albanie, with all permanent fixtures; to the south adjacent Pr. Lokermans, to the north the house of Lawrence van Ale and Jan Janse Bleeker, to the west and east the public road; in front on the street [it] is two rods wide, and behind on the west side [403] one rod ten and a half feet; to the north side [it] is six and a half rods long, and to the south side six rods, five and a half feet; which he, the grantor, does by virtue of conveyance coming to him from Mattheus Abrahamse dated the 26th of June 1677, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plenam actionem cessam* and full power to the aforesaid Harme Janse, ropemaker, his heirs and descendants, or those who afterwards may receive his right and title, to do with and dispose of the aforesaid house and lot as he might do with his patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Alb. the 13th of December 1677.

Rich. Pretty  
A. Teller

Poulus Marten[s]

Acknowledged before me,  
Ro. Livingston, secretary

[CONVEYANCE OF A SAWMILL FROM NICOLAES  
VAN RENSSLAER TO PIETER WINNE]

[404] Before me Robert Livingston, secretary of Alb., Colonie Rense-  
laerswijck, etc., in the presence of the highly esteemed gentlemen Mr.

Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared the honorable Domine Nicolaes van Renselaer, Director of Colonie Renselaerswijk, who declared that he has, in the aforementioned capacity, granted, conveyed and transferred to Sr. Pieter Winne, the sawmill on Bethlehemskill,\* with structure and appurtenances thereof; as the aforesaid Pieter Winne presently owns, which he, the grantor, does by virtue of an agreement made between Sr. Stephanus van Cortlant, in his capacity as dir. of Colonie Renselaerswijck, and Albert Rijkman, in his capacity as attorney of Elbert Gerbertse Cruyff, dated the 2nd of June 1675, wherein the structure and appurtenances of the aforesaid mill were assigned to Mr. van Cortlandt; and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plaenam actionem cessam* and full power to the aforesaid Sr. Pieter Winne, his heirs and descendants, [405] or those who afterwards may receive his right and title, to do with and dispose of the aforesaid mill and appurtenances as he might do with his patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided therefor according to law. Done in Albanie, the 13th of December 1677.

Richard Pretty  
A. Teller

Nicolaus van Rensselaer  
Colonie pastor  
and director

In my presence,  
Robert Livingston

[CONVEYANCE OF A PIECE OF LOT FROM HENRICK  
MARCELIS TO ROBERT SANDERS]

[406] Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijck, etc., in the presence of the highly esteemed Mr. Richard Pretty and Andries Teller, magistrates of the same court, there appeared Henrick Marcelis, who declared that he has, in true, rightful, free

\* This stream south of Albany was later named Vlomans Kill after Peter Winnen de Vlaming.

ownership, granted, conveyed and transferred, to and for the benefit of Robert Sanders, a piece of a lot located outside the city of Albany beyond the gate near Hend. Rooseboom, lying to the south of Claes Gerritse, to the north of Jacob Tysen, to the west the land belonging to Andries de Vos and to the east of the public road; being in front five rods wide and behind four rods and four feet; and ten rods long; which he, the grantor, does by virtue of patent granted him by the right honorable lord Governor General Richard Nicolls dated the 11th of May 1667, to which reference is made herein, this being the just half (of the lot) mentioned in ditto patent, being the front half, the other  $\frac{1}{2}$  having been sold to Volkie van Hoesen, and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plænam actionem cessam* and full power to the aforesaid Ro. Sanders, his heirs and descendants, or [those who] afterwards may receive his right and title, to do with and dispose of the aforesaid house and lot as he might do with his patrimonial estate and effects; promising [407] to defend the same against each and every person and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 14th of December 1677.

Richard Pretty  
A. Teller

This is the mark  of Hendrik  
Marcelis, placed with his own hand

Acknowledged before me,  
Robert Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM LUDOVICUS COBES  
TO MIJNERD JANSE WEMP]

Before me Robert Livingston, secretary of Alb., Colony Renselaerswijck and Schaenhechtady etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Mr. Ludovicus Cobes, schout of Schaenhechtady, who declared by these presents that he has granted, conveyed and transferred, to and for the benefit of Mijnerd Janse Wemp as much of his two last payments which are due him from Sr. Gerrit van Schayck for the purchase of a house and lot located here in Albany, amounting to the

sum of fifty beavers, according to a bill of sale thereof dated the 15th of December 1677; to which reference is made herein; and that for a house and lot bought by him, Mijnderdt, standing and located in Shaenhech-tady. [408] Thus executed in Albany on the 29th of December 1677.

Rich. Pretty  
A. Teller

Ludovicus Cobes


In my presence,  
Robert Livingston, secretary

[ACKNOWLEDGEMENT OF PAYMENT OF LAND BY  
MAHICANS TO GERRIT VAN SLICHTENHORST]


Before me, Robert Livingston, secretary of Albany, Colonie Renselaers-wijck and Schanhechtady etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. A. Teller, magistrates of the same court, there appeared Wattawyt\* and his son, Appanewayett, with the sister of Wattawyt named Sassioncha and her little son named Met-schekamek, all Mahikanders living at Schotak, who declared that they are well satisfied and paid by Mr. Gerrit van Slichtenhorst, and that for their claim upon a certain parcel of land which they herewith release and convey to him; located in the Claverack between the farm of Jan Roothaer and Major Ab. Staes, beginning at a certain fall upon the kill named Kiesieweys kill, up to the kill of Major Abm. Staes, with the little marsh islands and wood standing thereon, with all the rights and ownership of the same which they, the former proprietors, possessed; renouncing and making herewith full release for themselves and their heirs [409] of the claims which they had thereupon, to and for benefit of the aforesaid Monsr. Gerrit van Slichtenhorst, his heirs and descendants or those who hereafter may acquire high right and title, to do with and dispose of the aforesaid land, the appendages and dependencies thereof, as he might do with his own patrimonial estate and effects, promising to defend the same against each and every person and to free it from all trouble, claims or charges, which may hereafter arise, and never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Thus done in Albany, and being translated by Arnout Cornelise Viele, on this first of January 1677/8.

\* Mahican sachem.

Rich. Pretty  
A. Teller

This is the mark of Wattawyt  
placed with  his own hand  
for himself and for his son

Arnout Corn.  
translator

This is the mark of Sassioncha  
placed with  her own hand  
for herself and for her son


Acknowledged by me,  
Robert Livingston, secretary

[CONVEYANCE OF FARMLAND FROM CLAES JANSE VAN BOCKHOOVEN  
TO TEUNIS WILLEMSE VAN WOUT BERGH]

[410] Before me, Robert Livingston, secretary of Albany, Colonie Rense-  
laerswijck etc., in the presence of the highly esteemed gentlemen Mr.  
Richard Pretty and Mr. Andries Teller, magistrates of the same court,  
there appeared Claes Janse van Bockhooven, who declared that he has,  
in true, rightful, free ownership, granted, conveyed and transferred, to  
and for the benefit of Teunis Willemse van Wout Bergh, a certain piece  
of farmland of ten morgens, located on the opposite side of the river at  
Canastagioene, to the east of the farm of aforesaid Claes Jans, with the  
right to the woods next to his neighbor for a passageway for his cattle  
and other purposes, which piece of land aforesaid Teunis at present  
occupies and cultivates; which he, the grantor, does by virtue of a  
conveyance coming to him from Harme Vedder and Barent Rijnderse  
dated the 31st of Octob. 1677, being a part of his half then conveyed, to  
which reference is made herein; and that free and unencumbered, without  
any claims standing or issuing against it (excepting the lord's right),  
without the grantor making the least pretension any more to it; also  
acknowledging that he is fully satisfied and paid, the first penny with the  
last, giving for it *plaenam actionem cessam* and full power to the  
aforesaid Teunis Willemse van Wout Bergh, his heirs and descendants,  
or those who may receive his right and title, to do with and dispose of  
the aforesaid land as he might do with his own patrimonial estate and  
effects; promising to defend the aforesaid land against each and every  
person and to free it from all trouble, claims or charges, which is right,  
and further never more to do nor allow anything to be done against it, in  
any manner whatsoever, under obligation as provided for it according to

law. Done in Alb. the 8th of Feb. 1677/8.

Rich. Pretty  
A. Teller

This is the  mark of Claes Janse van  
Bockhooven

Acknowledged by me,  
Robert Livingston, secretary

[CONVEYANCE OF LOT FROM ROBERT SANDERS  
TO PAULUS MARENSE]

[411] Before me Robert Livingston, secretary of Albany, Colonie Rense-  
laerswijck etc., in the presence of the highly esteemed gentlemen Mr.  
Rich. Pretty and Mr. And. Teller, magistrates of the same court, there  
appeared Robert Sanders, who declared that he has, in true, rightful, free  
ownership, granted, conveyed and transferred, to and for the benefit of  
Paulus Martense, wheelwright, a certain piece of a lot located outside  
the city of Albany beyond the gate by Hend. Rooseboom, located to the  
south of Claes Gerritse, to the north of Jacob Tysen, to the west the land  
belonging to Andries de Voss, and to the east of the highway; being in  
front five rods wide and behind four rods and four feet; and ten rods long;  
which he, the grantor, does by virtue of conveyance coming to him from  
Hendrick Marcelis dated the 14th of Decemb. 1677, to which reference  
is made herein, this being the just half mentioned in the patent of ditto  
Marcelis, the other half being the farthest to the rear, which was sold to  
Volkie van Hoesen; and that free and unencumbered, without any claims  
standing or issuing against it (excepting the lord's right), without the  
grantor making the least pretension any more to it; also acknowledging  
that he is fully satisfied and paid, the first penny with the last, giving for  
it *plænam actionem cessam* and full power to the aforesaid Paul.  
Martense Raemmaker, his heirs and descendants, or those who after-  
wards may receive his right and title, to do with and dispose of the  
aforesaid piece of lot as he might do with his own patrimonial estate and  
effects; promising to defend the aforesaid piece of a lot against each and  
every person and to free [it] from all trouble, claims or charges which  
may hereafter arise, and never more to do nor allow anything to be done  
against it, in any manner whatsoever, under obligation as provided  
therefor according to law. Done in Alb., the 21st of Feb. 1677/8.

Rich. Pretty  
A. Teller

Robbert Sanders

In my presence,  
Ro. Livingston, secretary

[CONVEYANCE OF LAND FROM PAULUS MARTENSE  
TO DAVID SCHUYLER AND LAWRENCE VAN ALE]

[412] Before me, Robert Livingston, secretary of Alb., Colonie Rense-lerswijck etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Paulus Martense, wheelwright, who declared that he has, in true, free ownership, granted, conveyed and transferred, to and for the benefit of Mr. David Schuyler and Lawrence van Ale, a certain piece of a lot located outside the city of Albany beyond the gate by Hend. Rooseboom, located to the south of Claes Gerritse, to the north of Jacob Tysen, to the west the land belonging to Andries de Voss, and to the east of the public road, being in front five rods wide, and behind four rods and four feet, and ten rods long; which he, the grantor, does by virtue conveyance coming to him from Ro. Sanders dated the 21st of Feb. 1677/8, to which reference is made herein, this being the just half of that mentioned in the patent of Hend. Marcellis dated the 11th of May 16678, the other half being the rear which was sold to Volkje van Hoesse; and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plaenam actionem cessam* and full power to the aforesaid David Shuyler and Lawrence van Ale, their heirs and descendants, or those who afterwards may receive their right and title, to do with and dispose of the aforesaid piece of lot as they might do with their own patrimonial estate and effects; promising to defend the aforesaid piece of lot against each and every person and to free it from all trouble, claims or charges, or never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Alb., the 22nd of Feb. 1677/8.

Rich. Pretty  
A. Teller

Poulus Martens

In my presence,  
Robt. Livingston secretary



[CONVEYANCE OF A LOT FROM JAN HEYNDRIX VAN BAEI  
TO PAULUS MARTENSE]

[413] Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijck etc., in the presence of the highly esteemed gentlemen Mr. Wessels and Mr. A. Teller, magistrates of the same court, there appeared Jan Janse Bleecker and Jacob Sanderse Glen, attorneys of Sr. Jan Heyndrix van Bael, who declared that they have granted, conveyed and transferred, to and for the benefit of Paulus Martense, wheelwright, a certain lot located outside the town of Albany, by the gate where the town hall stands; to the north adjacent the garden of Harme Bastiaense, to the south the public street to the shore, to the east the public road; five rods and three and a half feet wide, length up to the river road; which they, the grantors, do by virtue a patent granted to Van Bael by the former Governor General Rich. Nicolls dated the 30th of April 1667, all as it lies in its fence; and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without any claims standing or issuing against it, without their, the grantors, making the least pretension any more to it; also acknowledging that they are fully satisfied and paid, the first penny with the last, giving for it *plænam actionem cessam* and full power to the aforesaid Paulus Martense, his heirs and descendants, or those who afterwards may receive his right and title, to do therewith and dispose thereof, as he might do with his own patrimonial estate and effects; promising to defend the aforesaid piece of lot against each and every person [414] and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Alb., the 25th of Feb. 1677/8.

A. Teller  
Dirck Wesselsz

Jan Jansz Bleecker  
Jacob Sanders Glenn

In my presence,  
Ro. Livingston, secretary

CONVEYANCE OF A HOUSE AND LOT FROM ANNETTIE  
LIEVEN TO GERRIT VAN SCHAYCK]

Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijk and Shaenhechtady, in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same

court, there appeared Annetie Lievens, widow of Goosen Gerritse, deceased, who declared that she has, in true, rightful, free ownership, given and presented a certain house and lot standing and located outside the city of Albany on the 3d kill, to and for the benefit of Gerrit van Shayck; to the north and west adjacent the lot of Gerrit Reyerse and to the south and east the public road, being six rods long and four rods wide, all of which she, by these presents, grants, conveys and transfers to aforesaid Gerrit van Schayk, by virtue of patent granted to Herman, deceased, by the former Governor General Rich. Nicolls dated the 25th of April 1667, to which reference is made herein, and that free and unencumbered, without any claims standing [415] or issuing against it (excepting the lord's right), without her, the grantor, making the least pretension any more to it; also acknowledging that she has given and presented the aforesaid house and lot to aforesaid Gerrit Schayck, giving for it *plañam actionem cessam* and full power to Gerrit van Schayk, his heirs and descendants, or those who afterwards may receive his right and title, to do with and dispose of the aforesaid house and lot as he might do with his patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges, and further never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 4th of March 1677/8.

Richard Pretty  
A. Teller

Annetge Lievens

In my presence,  
Robert Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM CORNELIS  
CORNELISE VANDER HOEVE TO ARENT JACOBSE]

[416] Before me Robert Livingston, secretary of Alb., Colonie Rensel., Shaenhechtady, etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Cornelis Cornelise vander Hoeve, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred, to and for the benefit of Arent Jacobse, his house and lot standing and located here in Albany, between the dwellings of Wm. Loveridge, hat maker, and Jacob Staes, with all permanent fixtures, in front on the street

twenty-four wood feet wide, behind fifty-five feet long, and 8 feet wide, all as it lies enclosed in its fence; which he, the grantor, does by virtue of conveyance coming to him from Mart[en] Hoffman dated 30th December 1676, and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plænam actionem cessam* and full power to the aforesaid Arent Jacobs, his heirs and descendants, or those who afterwards may receive his right and title, to do with and dispose of the aforesaid house and lot as he might do with his patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges, which is right, and further never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 4th of March 1677/8.

A. Teller

Cornelis Kornelissen van der Hoeven

In my presence,  
Robert Livingston, secretary

[AGREEMENT FOR PURCHASE OF A BREWERY, LOT, AND GARDEN  
BETWEEN ANNETIE LIEVENS AND SYBRANT VAN SCHAICK]

[417] Before me, Robert Livingston, secretary of Alb., Colonie Rensselaerswijck and Shaenhechtady etc., in the presence of the witnesses named below, there appeared Annetie Lievens, widow of Goose Geritse, deceased, of the one side, and Zybrant van Shayk of the other side, who declare that they have in friendship and amity agreed and contracted with one another in the following manner, namely, Annetie Lievens acknowledges to have sold and Zybrant van Shayk to have bought, her, the grantor, certain half of the brewery, lot and garden, with all the right therein, kettles, tubs, etc. currently owned by Pr. Lassing, who inherited the other half thereof; he, the buyer, taking upon himself all the debts and claims which presently exist at this time, so that she, the seller, is at once released therefrom, both from the income as well as the receipts; the aforesaid half of the brewery shall be delivered to the buyer at once, for which the aforesaid Zybrant Goosens promises to pay the sum of one hundred whole, merchantable beaver pelts, and that in two installments, the first payment on the first of August of this year [in] the quantity of

sixty beavers and the 2nd payment the first of August 1679 the remaining forty beavers; the seller shall be obligated, after the second payment, to give a perfect conveyance with all the rights of the same, just as it was conveyed to her late husband by Harme Rutgers (excepting the lord's right). All which is stated above, the contracting parties declare that they shall consider binding and of value. Thus done, without deceit or guile, in the presence of Mr. Andries Teller and Mr. Dirk Wessells, magistrates of this city of Albany, on this the 5th of March 1677/8.

A. Teller  
Dirck Wesslsz

Annetge Lievens  
Sybrant van Schaick

In my presence,  
Robert Livingston, secretary

[CONVEYANCE OF A HOUSE AND LOT FROM ARENT  
JACOBSE TO WILLIAM LOVERIDGE SR.]

[418] Before me, Robert Livingston, secretary of Alb., Colonie Rense-lerswijck and Shaenhechtadie etc., in the presence of the highly es-teemed gentlemen Mr. Richard Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Arent Jacobse, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred, to and for the benefit of Wm. Loveridge Senior, hat-maker, his house and lot standing and located here in Albany between the dwellings of ditto Loveridge and Jacob Staes, with all permanent fixtures; in front on the street twenty-four wood feet wide, in the rear fifty-five feet long, and eight feet wide, all as it lies enclosed in its fence; which he, the grantor, does by virtue of conveyance coming to him from Cornelis Cornelise van der Hoeve dated the 4th of March of this year 1677/8, and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plenam actionem cessam* and full power to the aforesaid William Loveridge Sr., his heirs and descendants, or those who afterwards may receive his right and title, to do with and dispose of the aforesaid house and lot as he might do with his own patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges, which is right, and further never more to do nor allow anything to be done against it, either with or without law, in

any manner whatsoever, under obligation as provided for it according to law. Done in Albany, this 8th of March 1677/8.

A. Teller

Arendt Jacobsen

In my presence,  
Robt. Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY DIRCKIE HERMANS  
TO JACOB LOKERMANS]

[419] Before me Robert Livingston, secretary of Albany, Colony of Renselaerswijck and Schaenhechtady etc., in the presence of the Mr. Phillip Schuyler and Mr. Rich. Pretty, magistrates of the same court, there appeared Dirkie de Weevers, wife of Jan Martense,\* who acknowledged that she is well and truly indebted and in arrears to Jacob Lokermans in the sum of eight hundred, twenty-six guilders, twelve stivers in beavers, growing out of a matter of monies paid and goods received to her content, which aforesaid eight hundred and twenty-six guilders, twelve st. in beavers the mortgagor promises to pay to Jacob Lokermans or his order in good, merchantable winter wheat at five skipplles per beaver; and to pay it within the space of a year beginning from this date with yearly interest at ten percent, pledging for it specifically her farm, with house and barn, located at Kinderhoeck, with horses and livestock belonging thereto, and generally her person and estate, personal and real, present and future, nothing excepted, submitting the same to the force of all lords, courts, laws and judges, to promote payment in due time, if need be, without cost and loss. Done in Alb., the 8th of May 1678.

Philip Schuyler  
Rich. Pretty

Derckien Hermens

Acknowledged before me,  
Robert Livingston, secretary

\* Jan Martense was known as De Wever thus Dirkie Hermans is also known as De Wevers[vrouw] or Dirkie the weaver's [wife].

[AGREEMENT FOR PURCHASE OF LAND AT CATSKILL BETWEEN  
JAN CLOETE AND JAN CONELL AND GERRIT TEUNISE]

[420] Before me, Robert Livingston, secretary of Albany, Colonie Rense-laerswijck, etc., in the presence of the witnesses named below, there appeared Capt. Jan Cloete, of the one side, and Jan Conell and Gerrit Teunise, of the other side, who declared that, in amity and friendship, they have contracted with one another regarding his, Jan Cloete's, title and claim which he has in Catskill, viz: First, Jan Cloet acknowledges that he has sold, and Jan Conell and Gerrit Teunise that they have bought, his, Jan Cloet's, title and right which he has in Catskill, being the half of the land that belongs to the Indians there, he having a mortgage thereon dated the 25th of January 1674/5, to which reference is herein made; for which claim they, the buyers, promise to pay the quantity of one hundred merchantable beaver pelts, to wit, twenty-five beavers of this summer, and the remaining seventy-five beavers in the space of the next six years, each year one sixth part, well understanding that if the Indians who gave him the mortgage pay him, J. Cloet, this summer, then this sale shall be void and of no value; about which the contracting parties are well content, pledging for it their respective persons and estates, personal and real, present and future, for the performance of the above agreement. Done in Albany, without deceit or guile, this 2nd of April 1678.

Witnesses:

Arnout Cor. Viele

William Loveridge, Jun.

Johannes Clute

This is



the mark of  
Gerrit Teunise

In my presence,

Robert Livingston, secretary

[ACKNOWLEDGEMENT OF DEBT BY HENDRIK MEUSE VROMAN  
TO ROBERT SANDERS]

[421] Before me, Robert Livingston, secretary of Albany, Colonie Rense-laerswijk and Schaenhectade, etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Andries Teller, magistrates of the same court, there appeared Hendrik Meuse Vroman, who acknowledged that he is well and truly indebted and in arrears to Robert Sanders, in the sum of seventy-seven guilders and fourteen stivers in beavers, [and] four hundred and forty-seven guilders and fourteen stuivers in sawant, and a hundred and nine skipples of good winter wheat, growing

out of goods received to his satisfaction, a promissory note hereof being issued, dated the 9th of June 1676, which is herewith canceled; which aforesaid seventy-seven guilders 14 st. in beavers, four hundred, forty-seven guilders 14 stuivers sewant, and hundred and 9 skipplles wheat, the appearer promises to pay before the first of next coming June, in wheat at five skipplles per beaver, and peas at six skipplles per beaver; and upon failing in payment he shall be obligated to pay as interest, for the whole sum, twenty-one skipplles of wheat yearly, commencing on the first of June 1678; pledging for it his house and barn standing and located at the front end of the village of Shaenhechtady, and generally his person and estate, personal and real, present and future, nothing excepted, submitting the same to the force of all lords, courts, laws and judges. Thus done, without deceit or guile, in Albany this 4th of April 1678.

Rich. Pretty  
A. Teller

Heinderic Meessen  
Vroomen

Acknowledged before me,  
Robert Livingston, secretary


[AGREEMENT BETWEEN HARME GANSEVOORT AND  
JAN CONELL ON THE PURCHASE OF A FARM]

[422] Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijk and Shaenhechtady and in the presence of the witnesses named below, there appeared Harme Gansevoort of the one side, and Jan Conell of the other, who declared that they have, in amity and friendship, contracted and agreed with one another in relation to the sale of his, Harme Gansevoort's, farm at Catskill, as follows: First, Harme Gansevoort acknowledges to have sold and Jan Conell to have bought from him, the aforesaid farm of Harme Gansevoort, located at Catskill, with everything that depends thereon, the framework, house, fences, etc. except the new barn that is now being built, and the horses, animals, etc., he not being obligated to deliver anything but the land and what belongs thereto. The seller shall make delivery to the buyer on the 2d of Nov. 1678 and after the last payment turn over a perfect conveyance; for which farm and rights (thereto) the aforesaid J. Conell promises to pay to the aforesaid Harme Gansevoort the sum of two hundred, merchantable beaver pelts, to wit, twenty-five beavers in the space of 8 days and the remaining hundred seventy-five beavers in the space of the six following years, each a just sixth part, wherewith the contracting parties are well

content. Done in Alb., without deceit or guile, the 20th of April 1678.

Jan Cornelys  
Roodt

Harmen Gansevort  
John Conell

This is the mark of  Jacobus  
de Brower

In my presence  
R. Livingston, secretary

[*Marginal note:*] The 22nd of Nov. 1679, H. Gansevort acknowledges that he has received from J. Conell, on account for the farm fifty-four beavers and one crown.

[AGREEMENT BETWEEN HARME GANSEVOORT AND WILLEM JOCHIMSE  
FOR THE PURCHASE OF WINTER WHEAT]

[423] Before me, Robert Livingston, secretary of Albany, Colonie Rense-  
laerswijk and Schaenhechtady, etc. and in the presence of the witnesses  
named below, there appeared Harme Gansevort of the one side and  
Wm. Jochimse of the other, who declared that, in amity and friendship,  
they have agreed with one another in relation to the sale of the sown  
lands at Catskill on his, Harme's, farm, which he this date has sold to  
Jan Conell, as follows: First, the aforesaid Harme acknowledges that he  
has sold, and Willem Jochimse that he has bought, 40 skipples good,  
sown, winter wheat on his, the aforesaid Harme Gansevort's, farm at  
Catskill, and that for the sum of forty good, merchantable beaver pelts,  
to be paid, the just half being 20 beavers, in the coming December, and  
the other half next March 1679, on condition that Harme Gansevort at  
once relinquishes the aforesaid farm, which he herewith does, making a  
complete resignation of the sown land there, and delivering the same to  
the aforesaid Wm. Jochimse, to be used for his profit; about which the  
contracting parties are well content. Done in Albany, without deceit or  
guile, this 20th of April 1678.

Witnesses:

Dirck Albertse Brat  
Jacob Theysen

Harmen Gansevort  
Willem Jochemsen

In my presence,  
Robt. Livingston, secretary



[*Marginal note:*] On this, the 22nd of November 1679, Harme Gansevoort acknowledges that he has been promptly paid and satisfied for the sown land at Catskill, being forty beavers; in acknowledgment of which he has signed this with his own hand. Dated as above.

Harmen Gansevoort

Acknowledged before me,  
Robert Livingston, secretary

[AGREEMENT BETWEEN CLAES WILLEMSE VAN COPPERNOOL  
AND JAN CONELL FOR FARM LABOR]

[424] Before me, Robert Livingston, Secr. of Albany, Colonie Renselaerswijk, etc., there appeared Claes Willemse van Coppernoll of the one side, and Jan Conell of the other side, who declared, in amity and friendship, that they have agreed with one another in form and manner as follows: First, Claes Willemse acknowledges that he has hired out himself and his wife, and Jan Conell that he has hired them, for the space of a whole year, beginning the 18th of June 1678 and ending on the 18th of June 1679, to be his foreman on the farm at Cattskill, and his wife to do such other services as may be needed there; and that for the sum of forty-two good, merchantable beaver pelts, one half to be paid next winter in wheat, at market price, and the other half at the end of his term of service in beavers; his wife shall be furnished with soap to wash for herself and the others on the farm; who promise to serve him, Jan Conell, faithfully in all proper services, according to the bounden duty of a servant to a master; with which the contracting parties are well content; thereto pledging their respective persons and estates, personal and real, present and future, nothing excepted, submitting the same to the force of all lords, courts and judges. Done in Albany, without deceit or guile, this 30th of May 1678.

Witnesses:

Wm. Parker  
William Loveridge, Junior

Klaes Willemse  
John Conell

In my presence,  
Robert Livingston, secretary

[ACKNOWLEDGEMENT OF PAYMENT OF DEBT TO A MAHICAN  
BY DIRCK WESSELLS AND CORNELIS VAN DIJK]

[425] Before me, Robert Livingston, secretary of Albany, Colonie Rense-  
laerswijk and Schaenhechtady etc., in the presence of the highly es-  
teemed gentlemen Mr. Rich Pretty and Mr. Jan Thomase, magistrates of  
the same court, there appeared a certain Mahikan Indian, called Knaep  
by the Christians, and by the Indians named Paantachtnatt, who (being  
empowered by his aunt named Paunichkam), declared that they have  
been fully paid and satisfied by Mr. Dirck Wessells and Mr. Cornelis  
van Dijk, residents of this town, and that for their title and claim to a  
certain piece of land located on the east side of Hudsons River, behind  
Jan Ooms, about five English miles away from the shore, being a marsh  
with the Indian name Taxkichenok, extending to or bounding upon a  
certain piece of wood land named Pamschenakassik, and yet another  
piece of land named Kehantik, having been heretofore maize land, and  
stretching to the river; all of which aforesaid land, the valley as well as  
the other two pieces of woodland, also the kills, creeks, woods, and the  
rights to the same, he, Knaep, and his aforesaid aunt, he for her, transfer,  
grant and convey to Mr. D. Wessells and Mr. Cornelis van Dijk, with all  
the title and ownership therein, which they, the former proprietors  
possessed, resigning and giving a perfect release, by these presents, for  
them and for their heirs, from their claims which they had thereon, to  
and for benefit of the aforesaid Monsr. Dirk Wessells and Mr. Corn. van  
Dijk, their heirs and descendants, or those who [426] afterwards may  
receive their right and title, to do with and dispose of the aforesaid land  
and the appendages and dependencies thereof, the kills and creeks as  
well as other things, as they might do with their own patrimonial estates  
and effects; promising to defend the same against each and every person  
and to free it from all trouble, claims or charges which may hereafter  
arise, and never more to do nor allow anything to be done against it,  
either with or without law, in any manner whatsoever, under obligation  
as provided therefor according to law; their honors herewith granting  
consent to solicit a patent of the right honorable lord gov. gen. Thus done  
in Alb., being translated by Aernout Corn. Viele in the presence of a  
certain Mahican named Tiamokenik, on this the 11th of June 1678.

Richard Pretty  
Jan Thomasz  
Arnout Cor. Viele,  
translator

This is  
placed  
This is the mark  
placed with his



the mark of Knaep  
with his own hand.  
of Tiamokenik  
own hand as  
witnesses.

Acknowledged before me,  
Ro. Livingston, secretary.

[CONVEYANCE OF A HOUSE AND LOT FROM JAN THOMASE  
TO JOHANNES DE WANDELAER]

[427] Before me, Robert Livingston, secretary of Albany, Colonie Rense-  
laerswijk and Schaenhechtady etc., in the presence of the highly es-  
teemed gentlemen Mr. Rich. Pretty and Mr. Dirk Wessells, magistrates  
of the same court, there appeared Sr. Jan Thomase, who declared that he  
has, in true, rightful, free ownership, granted, conveyed and transferred,  
in real and actual possession, to and for the benefit of Johannes de  
Wandelaer, citizen of this town, a certain house and lot standing and  
located here in Albany at the hill on the corner of the Hill Street [*Bergh  
Straet*] where the aforesaid Joh. presently dwells, in front on the street,  
to the south [it] is two rods, three and a half inches wide, and in the rear  
two rods and three inches wide, and to the west on the Hill Street three  
and a half rods long, and on the east side of Shermerhooren four rods  
and one foot; which he, the grantor, does by virtue of conveyance coming  
to him from the highly esteemed magistrates dated the 29th of May / 8  
June 1668, being lot n. 5, granted to him out of consideration for a certain  
piece of a lot, which the court surveyed away from him, the grantor,  
giving him by these presents consent to solicit a patent from the right  
honorable lord gov. gen.; being free and unencumbered, without any  
claims standing or issuing against it (excepting the lord's right), without  
the grantor making the least pretension any more to it; also acknow-  
ledging that he is fully satisfied and paid, the first penny with the last,  
giving for it *plaenam actionem cessam* and full power to the aforesaid  
Johannes de Wandelaer, his heirs and descendants, or those who after-  
wards may receive his right and title, to do with and dispose of the  
aforesaid house and lot as he might do with his own patrimonial estate  
and effects; promising never more to do nor allow anything to be done  
against it, either with or without law, in any manner whatsoever, under  
obligation as provided for it according to law. Done in Albany, the 13th  
of June 1678.

Rich. Pretty  
Dirck Wesselsz

Jan Tomasz

Acknowledged before me,  
Robert Livingston, secretary

[CONVEYANCE OF A LOT FROM SWEER TEUNISE  
TO WOUTER AERSE]

[428] Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijk and Schaenhechtady etc., in the presence of the esteemed gentlemen Mr. Rich. Pretty and Mr. Dirk Wessells, magistrates of the same court, there appeared Sweer Teunise, resident at Schaenhechtady, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred, to and for the benefit of Wouter Aerse, wheelwright, a certain lot located outside this town of Albany by Gerrit Reyersens, where his, the grantor, house stood, now recently torn down and brought to Schaenhechtady; [it] is in width on the east side against the road [Broadway] nine rods; and to the west in the rear eight rods, nine and a half feet; to the north against the wagon road eight rods, nine and a half feet, Rhineland measure; which he, the grantor, does by virtue of patent coming to him from the right honorable Gov. Gen. Richard Niccolls, deceased, dated the 15th of April 1667, to which reference is made herein; and that free and unencumbered, without any claims standing or issuing against it, excepting the lord's right, without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plaenam actionem cessam* and full power to the aforesaid Wouter Aersen, wheelwright, his heirs and descendants, or those who afterwards may receive his right and title, to do with and dispose of the aforesaid lot as he might do with his other patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 12th of June 1678.

Sweer Thoonussen

Acknowledged before me,  
Robert Livingston, secretary

[CONVEYANCE OF A LOT FROM JAN THOMASE  
TO RYER JACOBSE SCHEMERHOOREN]

[429] Before me, Robert Livingston, secretary of Albany, Colony Renselaerswijck and Schaenhechtady etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. Dirck Wessells, magistrates

of the same court, there appeared Sr. Jan Thomase, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred, to and for the benefit of Ryer Jacobse Shermerhooren, husband and guardian of Ariaentie Arents, former widow of Elmer Otte, deceased, a certain lot located here in Albany at the hill where presently the house of Dom. Nic. van Renselaer and the house of Jan Witthardt stand, being in front on the street to the south three rods, eight feet and six inches wide; and to the north three rods, three feet and six inches; [it] is to the west at the hills five rods and eleven feet long and to the east on the street six rods and one foot; which he, the grantor, does by virtue a patent coming to him from the former gov. gen. Rich. Nicolls, deceased, dated the 29th of April 1667. And that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plenam actionem cessam* and full power to the aforesaid Ryer Jacobse Shermerhooren, his heirs and descendants, or those who afterwards may receive his right and title, to do with and dispose of the aforesaid lot as he might do with his other patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, this 13th of June 1678.

Rich. Pretty  
A. Teller

Jan Thomasz

Acknowledged before me,  
Ro. Livingston, secretary.

[CONVEYANCE OF HOUSE AND LOT FROM  
JAN THOMAS TO CORNELIS STEENWIJK]

[430] Before me, Robert Livingston, secretary of Albany, Colonie Renselaerswijk and Schaenhechtady etc., in the presence of the highly esteemed gentlemen Mr. Rich. Pretty and Mr. A. Teller, magistrates of the same court, there appeared the honorable Jan Thomas, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred, to and for the benefit of Sr. Cornelis Steenwijk, merchant at N. York, a certain house and lot standing and located here in Albany on

Jonkerstraet where currently the Hamburger dwells, adjacent the highway to the south and west, to the north the house and lot of Mr. Timothy Cooper and to the east the house of Hieronimus Wendell; width in front on the street to the south is two rods and six feet and two inches, breadth in the rear is two rods and three feet; to the east it is five rods, ten feet and four inches long, and to the west on the street five rods and nine feet, Rhineland measure; which he, the grantor, does by virtue of patent coming to him from the right honorable lord Gov. Gen. Richard Nicolls, dated the 29th of April 1667, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *placitam actionem cessam* and full power to the aforesaid Sr. Cornelis Steenwijk, his heirs and descendants, or those who afterwards may receive his right and title, to do with and dispose of the aforesaid house and lot as he might do with his own patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, either with or without law, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 14th of June 1678.

Rich. Pretty  
A. Teller

Jan Thomasz

Acknowledged before me,  
Robert Livingston, secretary.

[CONVEYANCE OF A HOUSE AND LOT FROM JACOB ABRAHAMSE  
CUYPER TO JAN CORNELISE VIJSELAER]

[431] Before me, Robert Livingston, secretary of Alb. etc., in the presence of the highly esteemed gentlemen Capt. Phillip Shuyler and Mr. Rich. Pretty, magistrates of the same court, there appeared Jacob Abrahamse Cuyper, who declared that he has, in true, rightful, free ownership, granted, conveyed and transferred, to and for the benefit of Jan Cornelise Vijselaer alias Gow, a certain house and lot standing and located here in Albany, to the south and west adjacent to Jochim Ketelheyns, to the north the house of the aforesaid Jan Gow, and to the east the highway; it is three rods, nine feet and seven inches long, and in breadth one rod, eight

feet and one inch; which he, the grantor, does by virtue of patent coming to him from the lot of the former gov. gen. Richard Nicolls, dated the 22nd of May 1667, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied and paid, the first penny with the last, giving for it *plaenam actionem cessam* and full power to the aforesaid Jan Cornelise Vijselaer, to do with and dispose of the aforesaid house and lot as he might do with his own patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, in any manner whatsoever, under obligation as provided for it according to law. Done in Alb. the 20th of June 1678.

Philip Schuyler  
Richard Pretty

Jacob Abrahamson

Acknowledged before me,  
Robert Livingston, secretary.

[CONVEYANCE OF A HOUSE AND LOT FROM JAN  
CORNELIS VIJSELAER TO JAN ANDRIESE DOW]

[432] Before me, Robert Livingston, secretary of Albany, etc., in the presence of the highly esteemed gentlemen Mr. Richard Pretty and Andries Teller, magistrates of the same court, there appeared Jan Corne[lis] Vijselaer alias Gow, who declared that he has, in true rightful ownership, granted, conveyed and transferred to and for the benefit of Jan Andriese Dow, a certain house and lot, standing and located here in Albany, to the south and to the west adjacent Jochim Ketelhuyn's (house), to the north the house of the aforesaid Jan Gow, and to the east the highway; [it] is three rods, nine feet and seven inches long, [and] one rod, eight feet, one inch wide; with the reservation that the alley between this house and the house of Jan Gow shall remain in common, it being fifteen and a half feet wide and in length to the rear of said Gow's house, which he, the grantor, does by virtue of conveyance coming to him this day from Jacob Abrahamse, to which reference is made herein, and that free and unencumbered, without any claims standing or issuing against it (excepting the lord's right), without the grantor making the least pretension any more to it; also acknowledging that he is fully satisfied

and paid, the first penny with the last, giving for it *plenam actionem cessam* and full power to the aforesaid Jan Andriese [Gow], his heirs and descendants, or those who afterwards may receive his right and title, to do with and dispose of the aforesaid house and lot as he might do with his own patrimonial estate and effects; promising to defend the same against each and every person and to free it from all trouble, claims or charges which may hereafter arise, and never more to do nor allow anything to be done against it, in any manner whatsoever, under obligation as provided for it according to law. Done in Albany, the 20th of June 1678.

Rich. Pretty  
A. Teller

This is the mark



of Jan Corn. Vij[selaer]

made with his own hand.

Acknowledged before me,  
Robert Livingston, secretary.



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FORT ORANGE RECORDS, 1656–1678

was composed in Times Roman on a Pentium II /400  
by New Netherland Project;  
printed by sheet-fed offset on 50-pound, acid-free Supple Opaque  
and Smyth-sewn and bound over binder's boards in Holliston Roxite B  
by Thomson–Shore, Inc.;  
and published by

SYRACUSE UNIVERSITY PRESS  
SYRACUSE, NEW YORK 13244–5160

