

Fort Orange Court Minutes

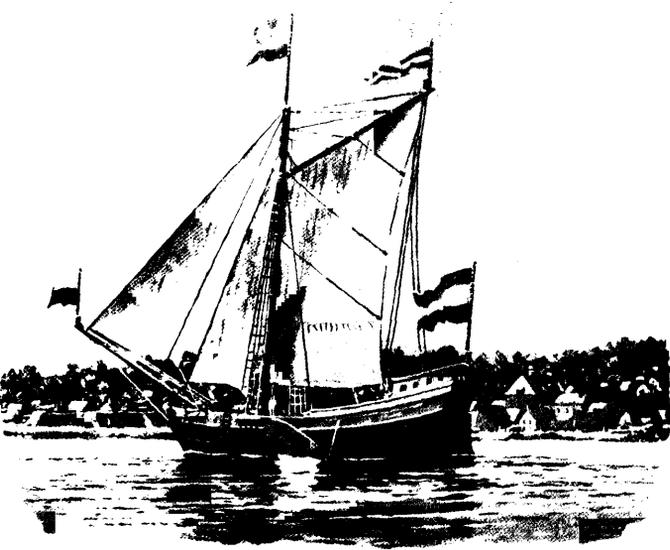
1652–1660

New Netherland Documents Series
Volume XVI, part two

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A painting by L. F. Tantillo depicting Rutger Jacobsen's yacht *de Eendracht* before Beverwijk, ca. 1655

From the Collection of Cheryl Brandow Secor

Fort Orange Court Minutes 1652–1660



Translated and Edited by
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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.

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Foreword

Perhaps it was that the big prize was always Brazil and that mercantilist economic practice precluded great effort by the Dutch to settle their vast North American colony of New Netherland. The golden fluorescence of Dutch economy and culture in the seventeenth century militated against massive out-migrations of Dutch opportunity seekers settling on the frontiers of western civilization. These and other factors combined to keep Dutch possessions in North America sparsely settled, even though a rather heterogeneous population, recruited from much of Northern Europe, eventually came to live here. Despite this sparse population diluted by other national strains, Dutch language and culture were dominant during the period of Dutch colonial proprietorship and for long thereafter. The Dutch established an enduring cultural hegemony, traces of which are discernable in placenames, remaining architecture, in words surviving in our vernacular, and in historical documents they left behind them.

The northern center of Dutch culture, a conservative community in which Dutch custom would particularly endure in one form or another, was Albany, then, variously and reflecting the political and military realities of the seventeenth century, named Fort Orange, Fuyck, Beverwijck, Albany, Willemstadt, and Albany again, last and finally. This community, fortified fur-trading post, hamlet, and village under Dutch government, and its eventual satellite communities, existed surrounded by the vast domain of Rensselaerswijck, patroonship of the Van Rensselaer family.

Albany and its Dutch progenitor are well documented, with public records dating from the mid-seventeenth century to the present, the minutiae of administration small brush strokes on the canvas of the municipal history. It is in these public records, created for the most mundane purposes and in the most routine way, that a most candid portrait of the people can be found. In the court minutes of Fort Orange and Rensselaerswijck are unringed and feral hogs rooting in kitchen gardens, cobblers in tavern brawls, petty litigations over bundles of firewood, attempts to regulate life and property, dispense justice, and administer a crude frontier community isolated by thousands of miles

of ocean and a considerably different reality from its mother country.

The records, in their laconic and pedestrian way, are revealing of the inhabitants of Fort Orange and Rensselaerswijck, often offering the sole proof that some of them existed. Warts and all, our literal and figurative ancestors, the founders of primordial Albany, are there, in their diligence, tenacity, ambition, and courage, their avarice, cowardice, or sloth. In seventeenth-century Dutch in seventeenth-century calligraphy, on a relatively few brittle pages, the records of this remote past repose in a vault in the Albany County Hall of Records. Now, in this new translation, these documents are made more accessible to all of us, and through them in a small way, we can come to know, in a small way, the Fort Orange and Beverwijck of muddy streets and chimney fires, of scoldings, grudges, bakeries, taverns, Indian trade, and contraband. The people of that remote time, so much like us and so different, breathe again.

Robert W. Arnold III
Executive Director,
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Albany County Historian
November 1988

Acknowledgments

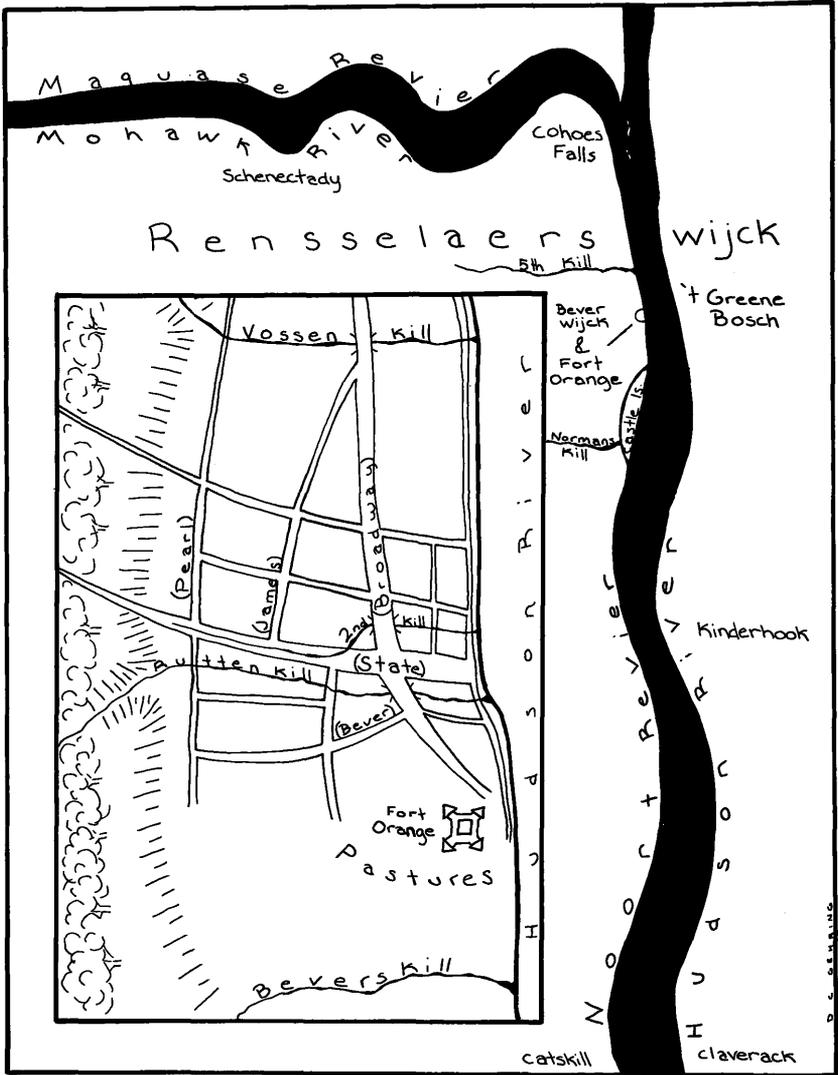
The debts incurred in assembling such a work as this are enormous. Words of appreciation to people consulted or actively involved hardly seem to compensate for the value of their assistance. I can only hope that their association with the work is a just reward; may the results meet their standards, for which I bear all responsibility.

My deepest thanks goes to the staff of the New Netherland Project: Nancy A. McClure Zeller for her assistance in every phase of production, from writing text to disk to indexing; Janny Venema for her detailed research on the people of Beverwijck and the creation of the 1653 community; Martha Dickinson Shattuck for her critical eye in proofing the manuscript and diligence with the index.

Special thanks goes to Robert W. Arnold, III, former executive director of the Albany County Hall of Records for allowing me unlimited access to the originals.

I also wish to express my appreciation to A. J. F. van Laer whose previous translation made it easier to decipher the handwriting of Johannes Dijckman.

Finally I wish to thank Jerome Yavarkovsky, director of the New York State Library, for his expert counsel to the New Netherland Project; to the Holland Society of New York for its unflagging support of the translation and publication of records relating to our Dutch heritage; to the staff of the New York State Library for its highly professional assistance; to all the contributors to the New Netherland Project; to the Friends of the New Netherland Project; and to the Division of Research Programs of the National Endowment for the Humanities whose financial support made the translation possible.



Map of the upper Hudson region of New Netherland, ca. 1655, with detail inset of Beverwijck and Fort Orange

Introduction

The Dutch West India Company

The history of Dutch interest in North America properly begins with the explorations of Henry Hudson in 1609. However, it was not until the formation of the West India Company [WIC] in 1621 that the particular interests of private traders or trading concerns were phased out in favor of a government-sponsored trade monopoly supported by colonization. Although the geographical expanse of New Netherland was immense, running from the Connecticut River to the mouth of Delaware Bay, it was but a small part of the West India Company's holdings in the Atlantic region. Brazil and Africa occupied most of the company's attention and consumed most of its human and material resources. From the very beginning traders were attracted to New Netherland because of its abundance of fur-bearing animals; the company would also consider its peltries the primary means of justifying the colony's existence.*

The original plan of the West India Company directors was to exploit the region of New Netherland as efficiently as possible by establishing strategically located trading posts along its three navigable rivers in the proximity of the natives who would trade furs for manufactured goods. In 1624 a group of Walloon refugees were transported to New Netherland for the purpose of forming agricultural-support communities for the company's trading posts on the Hudson, Delaware, and Connecticut rivers. These satellite trading posts were to funnel the peltries to a central point (initially Governors Island) to await shipment to the Netherlands. However, within two years such outlying areas had become so unstable because of problems with the natives that all support personnel were resettled on the newly purchased island of Manhattan. Only traders and soldiers of the company remained behind to maintain possession of the trade routes.

* Van Cleef Bachman, *Peltries or Plantations: The Economic Policies of the Dutch West India Company in New Netherland, 1623–1639* (Baltimore, 1969), 25–43; Oliver A. Rink, *Holland on the Hudson: An Economic and Social History of Dutch New York* (Ithaca, 1986), 50–68.

Of these three trading posts only Fort Orange on the upper Hudson River maintained a continuity of operation throughout the period of Dutch administration. The post at the mouth of the Connecticut River was later moved upriver and named Fort Goede Hoop (present-day Hartford). Because it was located in an area attracting numerous New England settlers, it eventually became more English than Dutch. In an attempt to establish firm boundaries with the New England colonies at the 1650 conference at Hartford, Petrus Stuyvesant ceded the entire region to Connecticut. The post in the Delaware region on Burlington Island was abandoned completely when the Walloons were removed to Manhattan. However, the West India Company was able to protect its Delaware trade route with the construction of Fort Nassau (present-day Gloucester, N.J.) in 1626. For some years it was enough to maintain a seasonal presence in the region until the appearance of foreign competition made it necessary to strengthen their position. In 1638, when the Swedish South River Company established trading posts on the opposite bank of the river in order to intercept Indians bringing peltries from the west, Fort Nassau became an anachronism. Stuyvesant solved this problem in 1651 by dismantling the fort and establishing a new one south of the main Swedish fort. This new stronghold and trading post, named Fort Casimir, was not only on the proper side of the river for trading purposes but also was in a position to interrupt Swedish access to the sea. The Swedes countered this threat by capturing the Dutch fort three years later. In the fall of 1655 Stuyvesant eliminated both the tension and the competition in the Delaware by conquering New Sweden. However, Fort Casimir (later renamed Fort New Amstel) never attained the primacy of Fort Orange as a fur-trading operation.*

A glance at a map of the Northeast clearly shows that the unique configuration of the Hudson and Mohawk valleys offers the most efficient access to the interior of North America south of the Saint Lawrence River. To the Dutch these two river valleys represented a conduit for the trans-shipment of peltry to Europe. A trading post near the confluence of the Mohawk and Hudson would serve as a collection point for furs brought in from the west and as a storehouse of goods to trade with the Indians. In 1614 a group of Dutch trading concerns, licensed by the States General as the New Netherland Company, constructed Fort Nassau on Castle Island in the Hudson River (presently part of the port of Albany).

* C. A. Weslager, *Dutch Explorers, Traders and Settlers in the Delaware Valley, 1609–1664* (Philadelphia, 1961) 105–27; Amandus Johnson, *The Swedish Settlements on the Delaware, 1638–1664* (New York, 1911) 581–616.

The fort's interior dimensions were 58 feet by 58 feet, surrounded by earthen breastworks and a dry moat 18 feet wide. Inside the fort was a trading house 36 feet long by 26 feet wide.* Unfortunately its location in the river left it to the mercy of the elements; after suffering severe damage from spring floods and ice floes, the trading post was abandoned in 1618. Until the appearance of the West India Company the region was frequented during the trading season by private merchants who lived aboard their ships or in makeshift shelters on shore. In 1624, after some problems in securing financial backing, the WIC established its claim to the region with the construction of Fort Orange and the settlement of eighteen families.

At the time of Dutch settlement both sides of the upper Hudson Valley were controlled by Algonquin Indians called *Mahikanders* [Mahican] by the Dutch. Just to the west of Fort Orange were the *Maquas* [Mohawk], the easternmost tribe of the Iroquois Confederacy. The Mahican were the rightful owners of the area around the fort; however, the Mohawk were situated along the trade route to the interior and in a position to control the flow of peltries to the Dutch. Since at this time the West India Company did not consider land a commodity worth possessing, but rather a means for gaining access to products profitable to its investors, one would have expected an alliance with the Mohawk in order to secure the major trade route. Instead, Daniel van Crieckenbeeck, first commander of Fort Orange, decided to assist the Mahican in an attack on the Mohawk. The instructions to Willem Verhulst, director of New Netherland, expressly prohibited involvement in local Indian disputes.† The territorial struggle between the Mahican and the Mohawk had been going on for decades but probably intensified with the presence of the Dutch and the advantage of their friendship. A war originally more related to dominance over hunting grounds thus developed into a struggle for control of the fur trade.

In the spring of 1626 Van Crieckenbeeck and six of his soldiers marched off with a Mahican war party for an attack on the Mohawk. Approximately five miles from Fort Orange the expedition was ambushed by a Mohawk war party (probably in the Norman's Kill ravine south of Albany). The defeat of the Mahican and the deaths of Van Crieckenbeeck and four of his soldiers sent shock waves throughout New Netherland. Peter Minuit, who had replaced Verhulst as director, immediately assessed the situation and decided to withdraw the settlers for

* These dimensions were taken from the "1615 Figurative Map of New Netherland" at the Royal Archives in The Hague.

† *Documents Relating To New Netherland, 1624-1626, in The Henry E. Huntington Library*, translated and edited by A. J. F. van Laer (San Marino, 1924) 36-129.

their own safety. Although relations with the Mohawk were patched up and the trade route reestablished, the settlers were not returned to the area; only a small garrison was maintained at the fort for protection of the West India Company's trading interests. By 1629 the Mohawk had consolidated their victory over the Mahican by driving them to the east side of the Hudson River. The Mohawk not only now controlled the fur-trade route from the west but also had eliminated all competition in their dealings with the Dutch. The expulsion of the Mahican from the area left a vacuum around Fort Orange, which the Dutch proceeded to fill in a unique way.

The Patroonship of Rensselaerswijck

From the very inception of the West India Company there arose a debate over whether the overseas territories should only be considered sites for trading posts concerned with exploiting the natural resources from the region or open to colonists who would commit themselves to developing the region agriculturally. One faction suspected that the colonists would be a drain on the company's profits through illegal competition and smuggling, while the other faction explained that an agricultural base was necessary to maintain the trading routes and discourage settlement by other foreign powers. In 1629 the faction favoring colonization won a concession called the "Freedoms and Exemptions." Under its terms a "patroon" was allowed to negotiate with the natives for a tract of land upon which he was obligated to settle 50 colonists within four years at his own expense.* The patroon was granted the rights of high, middle, and low jurisdictions and held the land as a perpetual fief of inheritance with the right to dispose of the colony by last will and testament. In effect the question of colonization was turned over to the private sector. All the investors who filed for the right to become land barons in the New World were either directors of the West India Company or closely involved with its operations. Only one succeeded to the point of passing his domain on to his heirs, and its success could be attributed in part to "insider" information.

Early enthusiasm for the patroonship plan of colonization found numerous investors willing to risk their capital on land from Delaware Bay to the Connecticut River. However, only Rensselaerswijck located along the upper Hudson managed to survive. Although its success derived partly from superior location, most of the credit is due to the imagination and patience of its major investor. Kiliaen van Rensselaer was a director of the West India Company, diamond merchant by

* *VRBM*, 136-53..

vocation and agriculturalist by avocation. His experience in land reclamation in Het Gooi* and management of agricultural production procedures was applied to the New World by proxy. In long detailed letters to his managers of Rensselaerswijck he expressed his concern for every phase of agricultural development and production. Kiliaen van Rensselaer's determination and vision may have been enough to bring success to a plan that failed elsewhere; however, when he died in 1643 at the age of sixty-three, only ten years after the settlement of his colony, the fate of Rensselaerswijck fell into the hands of people unable to prevent friction with the West India Company at Fort Orange. The premature death of such a dynamic leader probably would have signaled the end of any other comparable venture; however, Rensselaerswijck's location at the confluence of the Hudson and Mohawk rivers with a West India Company fort and trading post in its geographical center, its fertile farmland and its abundant natural resources were assets that could overcome much adversity. If it is true that location is everything in the world of real estate, then Kiliaen van Rensselaer was well served by his agent.

Bastiaen Jansz Krol came to Kiliaen van Rensselaer with impressive credentials. Not only had he served the West India Company in New Netherland from its earliest attempts at settlement but he had been appointed commissary of Fort Orange several months after the Crieckenbeeck disaster in 1626. When Krol returned to the Netherlands in 1629 he was able to advise Kiliaen van Rensselaer on potential locations for his patroonship from knowledge based on awareness of the political situation as well as agricultural suitability.† The following year Krol returned to New Netherland with instructions from Van Rensselaer to purchase from the rightful native owners as much land above and below Fort Orange as the situation would allow. By May 1631 he had concluded negotiations with the Mahican for a large tract of land north and south of the company's fort on the upper Hudson. Bastiaen Jansz Krol, in his capacity as commissary of Fort Orange, signed the purchase agreement on behalf of the patroon, Kiliaen van Rensselaer. However, what had begun as a cooperative venture between an official of the West India Company and the patroon of Rensselaerswijck soon deteriorated into a period of tension and confrontation between these two forces. Although the resolution of the dispute was a crippling blow to the patroonship, it was the genesis of the West India Company's village of Beverwijck, precursor of Albany.

* a district in the province of Utrecht along the IJsselmeer

† A. Eekhof, *Bastiaen Jansz Krol: Krankenbezoeker, Kommies en Kommandeur van Nieuw-Nederland, 1595-1645* ('s-Gravenhage, 1910) 38-40.

During the early years the patroonship of Rensselaerswijck and the West India Company's trading operation at Fort Orange coexisted with few problems. Kiliaen van Rensselaer sent over farmers, craftsmen, livestock, agricultural equipment, and a steady stream of detailed instructions to his managers. No matter was too small for his scrutiny, from the gelding of horses to the design of a church. However, he was well aware that Rensselaerswijck could not survive unless good relations were maintained and promoted with the company. When he learned of an incident involving the lowering of the patroon's flag by Fort Orange officials, he wrote to Willem Kieft, director of New Netherland, that the success of his colony depended in large part on good relations with the company and that he would never knowingly do anything to usurp its power or revenue; "if my people speak foolish words, it is by reason of their weakness and not by my orders."*

It was not Kiliaen van Rensselaer's intention to compete with the company but rather to cooperate for their mutual benefit. As a director of the West India Company in the Amsterdam chamber and a leading force behind the patroonship plan of colonization, he was obligated to honor the articles of the "Freedoms and Exemptions" and the company's privileges in the region. His plan was to locate the central community of the patroonship on the east side of the Hudson directly opposite the company's fort. With the river separating Fort Orange and the patroon's community there would be no interference with the trading post and no temptation to become involved in the fur trade. In 1639 he instructed his director of Rensselaerswijck to build the church on the east side, although there are indications that some wanted the community on the west side near the fort. He also suggested that the "mechanics" that is, carpenters, wheelwrights, coopers, smiths, and so forth, locate near the church but hastened to add that he could not order them to do so because they were freemen.† However, four years later, Isaac Jogues, a Jesuit priest hiding out in the colony from his Mohawk captors, wrote that the domine was still performing services in his house and that there were 25 to 30 houses built along the river "as each found most convenient."‡ If the church was under construction, the Jesuit was either unaware of it or neglected to state it; unfortunately, he also neglected to indicate along what side of the river the houses were built. These observations were made in the same year of Kiliaen van Rensselaer's death in October 1643.

If the first patroon had lived another decade, he might have been able to carry out his plans to consolidate the major settlement on the east side

* VRBM, 474.

† VRBM, 454-55.

‡ J. Franklin Jameson, ed., *Narratives of New Netherland* (New York, 1909) 262.

of the river; however, even his wishes might have been overruled because of two factors that made settlement on the west side near Fort Orange the logical choice. First, in 1639 the West India Company revised the "Freedoms and Exemptions" of 1629, opening the fur trade to everyone, with the sole provision that the furs be transported on company ships and that a recognition fee be paid to the company. Secondly, a series of wars between the company and the River Indians south of Rensselaerswijck had brought about a sense of insecurity among the settlers. Both factors contributed to settlement on the west side of the Hudson: proximity to the fur trade, which flowed in from the west out of the Mohawk Valley, and proximity to Fort Orange in the event of an Indian attack. These pressures to consolidate settlers near the fort coincided with the entrance of two new personalities into New Netherland.

The Founding of Beverwijck

The new director of Rensselaerswijck was Brant van Slichtenhorst, who, in several offices in the Netherlands, had shown himself to be a single-minded individual for whom there was no room for compromise. For him, justice was immutable and he was willing to fight to the finish over the most minor points.* His future adversary on Manhattan, Petrus Stuyvesant, director general of New Netherland, was a man from the same mold. He was 22 years younger than Slichtenhorst, but just as stubborn and uncompromising. In fact, Stuyvesant was so strict in upholding the rights and privileges of the West India Company that the directors were forced to caution him several times against being inflexible.

Soon after his arrival in the colony as director of Rensselaerswijck on 22 March 1648, Slichtenhorst began to grant building lots in the area north of Fort Orange. As an indication of his intention to reverse the trend of unsystematic construction along the river and to consolidate his nonagricultural employees near the security of the fort, he frequently referred to this settlement as the *Bijeenwoningh*, "the living-together" or "community." It is not known whether he was acting on his own initiative in this matter, because his instructions as director have not survived. However, what probably seemed to Slichtenhorst to be a move toward the mutual security of the Rensselaerswijck settlers and the company's fort, developed into a controversy that took thirty-five years to resolve.

When Stuyvesant heard of the construction of houses near Fort

* G. Beemink, *Dr. Arend van Slichtenhorst en zijn vader Brant van Slichtenhorst, stichter van Albany, hoofdstad van den staat New-York* (Arnhem, 1916) 260.

Orange in the summer of 1648, he reacted swiftly. He ordered Slichtenhorst to refrain from all construction within a cannon shot of the fort (about 3,000 feet).* As a military man, Stuyvesant was concerned about the security of the fort and was determined to reestablish the company's presence in the area. There are indications that under Stuyvesant's predecessor, Willem Kieft, only a token force was maintained at Fort Orange. It seems that Kieft was willing to allow the officials at Rensselaerswijck to administer the area with little interference from the company. For example, when the fort's commissary, Harmen Meyndertsz van den Bogaert, fled into the Mohawk country in 1647 to avoid prosecution, it was Hans Vos, an employee of Rensselaerswijck, who was sent after him.†

However, it was not only the construction of houses within Fort Orange's field of fire that disturbed Stuyvesant, he was apparently more upset that Slichtenhorst had refused to allow the Company laborers to quarry stone and cut timber on the patroon's land without permission; he even prohibited his colonists from using the patroon's horses to haul construction materials to the fort. Stone and timber were urgently needed to repair the fort that had been severely damaged by flooding during the previous winter. To Stuyvesant this was usurpation of the company's authority and supreme jurisdiction in New Netherland.‡ He reasoned that if this was tolerated, then other "colonies" such as Flushing and Gravesend on Long Island would expect the same, depriving the company of timber needed for ships, forts, and other constructions; eventually the company would have to beg the materials from their subjects and even pay for them at the highest price. Stuyvesant was not prepared to allow the company to be degraded in this manner. Conversely, Slichtenhorst considered the patroon's authority to be supreme in the area, which he maintained also included the ground upon which Fort Orange stood. Thus the stage was set for the confrontation of two uncompromising wills.

Although Stuyvesant reacted quickly to the situation in the north, the distance between Fort Orange and Manhattan (about 150 miles) did not allow for the quick execution of his orders. In fact, during the winter months (usually from November to mid-April) the Hudson was frozen, isolating Fort Orange completely from the rest of New Netherland. Stuyvesant could also expect to wait six months or more for instructions from his superiors in the Netherlands. Because of this isolation, local directors and commanders were left on their own initiative for long

* *NYHM*, 5:18.

† *MCR*, 105.

‡ *NYHM*, 5: 2-3.

periods of time; sometimes following courses of action that were diametrically opposed to the wishes of the company's directors. In addition to these problems of communication, Stuyvesant was at this time preoccupied with negotiating a boundary with the English colonies to the east and confronting a Swedish colony in his southern jurisdiction.

We no longer have the advantage of Stuyvesant's letters to the directors of the company in Amsterdam, however, they must have contained detailed information concerning Slichtenhorst's activities at Rensselaerswijck, because every letter from the directors to Stuyvesant for the period 1648 through 1652 contains at least one paragraph focusing on the patroonship. There can be no doubt that Stuyvesant was being careful to advise the directors about the situation and waiting for their instructions before acting. He was aware that he was dealing with powerful forces in the Netherlands. Although Kiliaen van Rensselaer was dead, the patroonship still had many friends within the company who would be sympathetic to its interests. In the meantime, Slichtenhorst proceeded with his plans to consolidate his nonagricultural colonists in the *Bijeenwoningh* or *Fuyck*,* as it was called well into the eighteenth century. He continued to defy Stuyvesant's prohibition against constructions within 3000 feet of the fort by granting new building lots; in fact, he went so far as to distribute lots in fee simple and guaranteed his settlers against loss if their buildings were damaged or torn down by the company. During this period, from 1648 to 1651, while Stuyvesant was settling other matters and waiting for instructions, Slichtenhorst asserted himself in other ways: first, by refusing to allow company ordinances to be posted within the limits of Rensselaerswijck; and then by threatening to fine any of his farmers who hauled stone or wood for the repair of the fort. By 1651 Stuyvesant was ready to move against Slichtenhorst: the Treaty of Hartford had been concluded with New England, ostensibly securing the eastern boundaries of New Netherland; and Fort Casimir had been erected on the Delaware to guard against further encroachments by the Swedes. Now that his external problems had been resolved for the moment, he was ready to turn his attention to his major internal problem—Rensselaerswijck.

Stuyvesant had received instructions from the directors to proceed firmly against Slichtenhorst; in essence, giving him a mandate to uphold the sovereignty of the fort including the area of 3,000 feet from its

* This name is derived from the Dutch word for a fishnet in the shape of a truncated cone, usually called a "hoopnet." The name *Fuyck* was applied to the early settlement because of the two roads that emanated from the fort, one along the shoreline and the other leading inland (now Broadway). Viewed from the north wall of Fort Orange these diverging roads would have resembled the basic shape of a hoopnet.

perimeter. The directors had made this decision on the basis of discussions with the owners of Rensselaerswijck in the Netherlands. They had concluded that Slichtenhorst had fallen from favor and would soon be replaced. There is no doubt that his uncompromising behavior had dissatisfied the owners. As Kiliaen van Rensselaer had stated earlier to Willem Kieft, his colony could not survive without maintaining good relations with the company. Although it cannot be proven, there is the possibility that the owners would have been content to let the company initiate the removal of Slichtenhorst, since he claimed that Rensselaerswijck owed him more than *f*15,000 and probably would not have responded to any recall until his accounts were settled.*

When Slichtenhorst tore down a company ordinance in 1651 concerning excise taxes, Stuyvesant made his final move. He summoned the director of Rensselaerswijck to Manhattan to explain his actions, and incredibly Slichtenhorst went; probably not as much out of obedience to the director general of New Netherland, as out of a desire to discuss the question with Stuyvesant as an equal. Slichtenhorst's confidence had grown from a false sense of security bred by continued success in defying the company. When he arrived in New Amsterdam, he was promptly thrown in jail.† The plan may have been to transport him on the first available ship to the Netherlands where the company and owners of Rensselaerswijck would resolve the matter. Slichtenhorst, however, had other plans. He escaped from jail and made his way back to Rensselaerswijck. His experience in New Amsterdam, if anything, made him more determined than ever to maintain the privileges of the patroonship and to carry out his settlement plans.

During 1651, with rumors of war with England in the air, Slichtenhorst proceeded to grant new building lots within the disputed area around the fort and continued to refuse the posting of company ordinances. Slichtenhorst had been in similar situations in the Netherlands and had reacted in the same manner.‡ In pursuit of justice he would oppose any authority for any length of time. When Johannes Dijckman, the commissary of Fort Orange, requested that some company ordinances be posted in Rensselaerswijck, Slichtenhorst responded, "In no way, as long as I have a drop of blood in my body, unless you first show me authorization from our [superiors in the Netherlands]."[§] However, his days were now numbered.

On New Year's eve, during the usual celebration, soldiers from the

* The WIC directors to Stuyvesant in *NYCD*, 14:171.

† *NYCD*, 14:187.

‡ *MCR*, 184.

§ *MCR*, 188.

fort fired burning fuses onto the roof of the director's house just north of the fort. The thatch was set afire but quickly extinguished and Slichtenhorst's family escaped without injury. On New Year's day of 1652, Slichtenhorst's son Gerrit, was assaulted by the same soldiers near the fort. They beat him "black and blue" and then dragged him through the mud. Dijkman watched the activity, apparently with amusement, for he threatened to run anyone through with his sword who interfered. When told that Slichtenhorst would avenge the treatment of his son, Dijkman ordered his gunner to load the fort's cannon and prepare to fire through the director's house.* The situation had become intolerable. If the success of Rensselaerswijck depended on maintaining good relations with the company, then this state of open hostility would lead quickly to its total failure.

As soon as the river opened in the spring of 1652 Stuyvesant made his final move. He had an ordinance passed in council proclaiming the company's jurisdiction around the fort and ordered the erection of boundary posts. As was probably predicted, Slichtenhorst refused to publish the ordinance and tore down the boundary markers. Dijkman responded by visiting the director with eight armed soldiers. He hauled down the patroon's flag, rang the bell, and proclaimed the establishment of the court of Fort Orange and village of Beverwijck. Slichtenhorst was arrested and sent to Manhattan where he spent the next sixteen months under detention, during which time his term of office expired. The residents of *Fuyck* who fell within the 3,000-foot jurisdiction around the fort were ordered to swear allegiance to the company, absolving them of any obligations to the patroonship. In one stroke Rensselaerswijck had lost its major community where most of the nonagricultural colonists had built houses and pursued their various trades, and a new political entity had been created, which would eventually become the capitol of the Empire State.

Protests in the Netherlands were in vain, until 1674 when the West India Company decided that the patroon was indeed the legal owner of the disputed land. However, the owners of Rensselaerswijck were referred to the king of England for restitution of their rights, because the province had just been returned to England by an article in the Treaty of Westminster ending the Third Anglo-Dutch War.†

* *MCR*, 189.

† *NYCD*, 2:558.

The Court of Fort Orange and Beverwijck

*The following has been extracted from A. J. F. van Laer's prefaces to his translations of the Fort Orange court minutes.**

The newly created court, which was termed a *Kleine Banck van Justitie*, an inferior bench of judicature, was a court for the trial of civil and minor criminal cases, from which an appeal lay to the director general and council of New Netherland. The court was composed of the *commies*, or commissary of the fort, afterwards bearing the title of vice director, and variable numbers of commissarissen, or local magistrates, often designated in English documents of the period as "commissaries." Of these the *commies*, who acted as prosecuting officer and who represented the company, was appointed for an indefinite term of years directly by the director general and council of New Netherland, while the magistrates, at least in theory, represented the people and were appointed annually from a double number chosen by the inhabitants. When sitting as a criminal court, the officer presided and demanded justice of the magistrates, who not only found whether the accused was guilty, but also determined the penalty that should be imposed on him.

The jurisdiction of the court comprised Fort Orange, the village of Beverwijck, Schenectady, Kinderhook, Claverack, Coxsackie, Catskill and, until May 16, 1661, when a court was established at the Esopus. Excluded from the jurisdiction was the colony of Rensselaerswijck, which maintained its own court, side by side with that of Fort Orange and the village of Beverwijck until 1665, when by order of Governor Richard Nicolls the two courts were consolidated. A record of the court of Rensselaerswijck for the period 1648–52, when it was presided over by Van Slichtenhorst, has been preserved, but no record exists of judicial proceedings after the last mentioned date. Considering that the majority of the tenants of the patroon had become burghers of Beverwijck and had their cases tried before the local court, it is fair to assume that the court of the colony of Rensselaerswijck was rarely, if ever, called upon to exercise its judicial functions after 1652, and that therefore no record was kept.†

As an illustration of the primitive conditions under which the court of Fort Orange and Beverwijck conducted its sessions, it is interesting

* *Minutes of the Court of Fort Orange and Beverwyck*, translated and edited by A. J. F. van Laer, 2 vols. (Albany, 1920–1923).

† Contrary to Van Laer's assumption, much evidence has been found to demonstrate that the court of Rensselaerswijck remained active after the formation of Beverwijck; however, no original minutes have survived.

to read the description of the first two buildings that were occupied by the court. This description has been preserved in a memorandum which was presented by Vice Director La Montagne to the director general and council of New Netherland on September 4, 1660,* in justification of the expenditures incurred by him in building the second court house in 1657-58. The description of the original building is as follows:

The old house was 26 feet and 9 inches Rhineland measure in length and two stories high, built all around of one-inch boards and having a pavilion-shaped roof, covered with old shingles, as said before. Underneath was a cellar, 19 feet wide and as long as the width of the house. The first story had eight beams, resting on corbels, and was divided in two by a pine partition; at the north end was a room, 16 or 17 feet in width, and at the south end a vestibule, 10 feet wide. The second story consisted of a single room used by the court, without ceiling or chimney, and to reach this room one had to climb a straight flight of stairs through a trap door.

The old building, which stood close to the fort, on the present steamboat square,† had by 1657 sagged at the north end in such a way as to crush almost completely the house of Lambert van Valckenburgh and its general condition was so dilapidated that repairs seemed useless. It was therefore torn down to make room for a larger brick building, which in the above-mentioned memorandum is described as follows:

A brick building was built, with two cellars, each 21 feet square, separated by a two-brick wall. The foundation of the said cellar is 3 or 4 feet in thickness, built of substantial stone (hauled a distance of 16 miles), 6 feet high, to the level of the ground, and on top of this is a brick wall, two feet high and three bricks thick, upon which rest the cellar beams. The first story is divided into three parts: at the north end is a room 21 feet square, inside measure, with a brick chimney; at the south end a kitchen 16 feet in width and 21 feet in length, also with a chimney and a hallway 5 feet wide, separated from the large room by a one-brick wall. The upper story is divided by a half-brick wall into two equal parts, each 21 feet square. At the north end is a room, intended for the court; at the other end an office, in which are a wainscoted bedstead and a chimney. Access to this floor is by a winding stairway and a separate landing. On this landing there are three doors, one to the left, which gives access to the court room; another toward the front, which gives access to the attic by means of a winding staircase. This attic extends

* The whereabouts of this memorandum is unknown.

† Van Laer was mistaken in the location of the old building; according to all evidence, both internal and external, the building housing the court and the house of Lambert van Valckenburgh was inside Fort Orange at this period of time.

over the whole house and above it there is a loft, suitable for the storage of powder and other ammunition. In short, it is strong and substantial house, the walls below and above (upon which the beams rest without corbels) being one and a half bricks thick, and built of choice clinker brick. The house is covered with well-burned tiles and in every one's opinion makes a strong, commodious and handsome structure.

The records of the court, which under different names continued to exist until the erection of the mayor's court of the city of Albany in 1686, have for the greater part been carefully preserved. They consist of eight books of minutes, all written in the Dutch language, of which six, containing the minutes for 1652–56, 1658–59, 1668–73, 1675–84, 1676–80, and 1680–85, are kept in the Albany county clerk's office,* and the remaining two volumes, containing the minutes for 1657 and 1660, form part of volume 16 of the New York Colonial Manuscripts in the New York State Library.

A complete calendar of the minutes, with exception of those for 1657 and 1660, which are listed in the *Calendar of Historical Manuscripts*, edited by E. B. O'Callaghan, was prepared by Berthold Fernow in 1894–95, under the direction of Wheeler B. Melius, in connection with publication of the printed Index to the Albany county records, of which Mr. Melius was the superintendent. A copy of this calendar, with editorial and genealogical notes by C. A. Hollenbeck, who used the pseudonym "Jed," appeared under the heading "Historical Fragments" in the Sunday issues of the Albany Argus for October 18, 1903–April 23, 1905.

Translations of the minutes for 1658–59, which are entered in a record entitled Mortgage[s] No. 1, 1652–1660, were included among the manuscripts of the late Professor Jonathan Pearson, which were recently placed at the disposal of the New York State Library by the author's sons and which, with the exception of these minutes, were published under the title of Early Records of the City and County of Albany and Colony of Rensselaerswijck, but, as far as known, no full translation of the entire series of minutes has ever been made.

That the oldest judicial and administrative records of the city and county of Albany should thus, for a period of more than two hundred years, have remained virtually a sealed book, is much to be regretted. It is surprising in view of the fact that as early as December 31, 1768, an act was passed providing for the translation of the Dutch records in the custody of the clerk of the city and county of Albany. The bill, which was introduced in the General Assembly by Col. Philip Schuyler, referred to a committee and favorably reported by Abraham Ten Broeck, makes

* These record books are now held by the Albany County Hall of Records.

no mention of any court records and was apparently primarily intended to provide for the preservation and translation of deeds and other writings which as the act says "greatly concern the Estates and property of the Freeholders and other Inhabitants of the said County, and in their present Condition are in danger of being lost." As another section of the act, however, refers to the turning over to the translator by the clerk of "all the Dutch Records and Writings remaining in his custody, it may be assumed that the court records were meant to be included. Whatever may have been the intention of the introducer of the bill, there is no evidence to show that any such translations as were contemplated by the act were ever made.

The first book of minutes, of which a translation appears in the present volume, is a folio volume of 321 pages, which contain the proceedings of the court from April 15, 1652, to December 12, 1656. The handwriting in the book varies, the first part apparently that of Joannes Dijckman, who was commissary of Fort Orange from 1651 until June 1655, when he was incapacitated by insanity. During the administration of Joannes Dijckman, Pieter Ryverdingh was court messenger and for some time also clerk, and it is possible that some of the entries are in his handwriting.

Johan de Deckere, who succeeded Dijckman, was appointed presiding commissary at Fort Orange on June 21, 1655, and the minutes from July 13th of that year until July 17, 1656, were kept by him. Johannes de La Montagne, who offered to go to Fort Orange on August 22, 1656, was appointed the same day and received his commission as vice director on September 22nd of that year. The first entry signed by him occurs under the date of October 13, 1656, and appears to be in the handwriting of Johannes Provoost, who during the administration of La Montagne was the clerk of the court. The court messenger at that time was Ludovicus Cobus, who received his appointment on August 7, 1656. For the period from October 4 to December 12, 1656, an engrossed copy of the minutes is found in part 2 of volume 16 of the New York Colonial Manuscripts, in the New York State Archives, of which use has been made to supply the signatures to the entry of October 4, 1656, which are cut out of the original record, presumably for the sake of securing the autograph of Peter Stuyvesant, who on that date presided over the court.

The minutes for 1658-1659 make up the first 211 pages of an original record in the Albany county clerk's office which on the back is lettered: Court Minutes 2, 1658-1660, and underneath, in larger type, Mortgage No. 1, 1652-1660. A translation of these minutes, made by Professor Pearson, was among the manuscripts which in 1914 were presented to the New York State Library by his sons. With the exception of these

minutes, these manuscripts have since been published under the title of *Early Records of the City and County of Albany and Colony of Rensselaerswijck*, volumes 2–4. *

The court minutes for the years 1661 until the English takeover in 1664 are missing, as are the minutes for the first four years of the English administration. It is presumed that these several record books were lost sometime before the nineteenth century, in that there is no reference to their existence in early secondary sources.

Editorial Method

The translation of a series of records such as the Fort Orange Court Minutes involves special problems and considerations. As with any seventeenth-century text the problems are manifold. Beginning with the decipherment of the various handwriting styles and ending with the actual balancing of equivalent expression against literal meaning. The major problem in these minutes is embodied in the person of Johannes Dijckman, the first chief magistrate of the court and keeper of the minutes. His handwriting was so bad that the directors in Amsterdam once complained to Stuyvesant about their inability to read records sent to them for the year 1651. Stuyvesant explained that they were the product of the “drunkard Johannes Dijckmans.”† His handwriting in the Fort Orange Court Minutes reflects this disability, which intensifies over the years until he ceases keeping the minutes almost in mid stroke and is replaced by a more benign hand. However, from April 10, 1652, until May 9, 1655, we are confronted with a hand in some cases so unclear that only context and related documents make a translation possible. Although a translation conceals or smooths out the writer’s failings caused by physical and mental disabilities, there are other manifestations that indicate a befuddled or confused mind, such as incorrect dates on minute headings and various other errors in formatting the minutes in the book. All of these inaccuracies are duly noted in the annotations.

With regard to the actual layout or format of the minutes, the original was adhered to as much as possible. This was done both to maintain the integrity of the original document and to reflect the style of the three

* This concludes the excerpts from A. J. F. van Laer’s prefaces to his two-volume translation of the *Court Minutes of Fort Orange and Beverwijck*.

† Letter from Stuyvesant to the directors in Amsterdam, dated October 30, 1655, in the “Bontemantel Collection” at the New York Public Library. According to *The Register of New Netherland*, compiled by E. B. O’Callaghan (Albany, 1865), 25–26, Dijckman arrived in New Netherland in the spring of 1651 where he was employed as bookkeeper or commissary of accounts on Manhattan before becoming commissary of Fort Orange later in the same year.

different hands involved in keeping the records. These different hands reveal themselves not only in the distinct way in which the records are laid out, but also in punctuation and the use of Latin expressions. Proper names are transcribed rather than translated, that is to say, they are kept exactly as they appear in the records. These variations provide the researcher with clues to pronunciation and often a connection to a later form of the name that would otherwise remain obscure. They also provide information on incipient folk etymologies and tell us something about the relative literacy of individuals. Damaged portions are indicated by empty brackets that approximate the amount of loss or by italicized explanations in brackets. Dutch weights and measures have been maintained. Equivalent values in English are given in the glossary. All Dutch and other foreign terms are italicized with an accompanying translation in the footnotes. Professional and craft names as well as nicknames and places of origins associated with individuals are kept in the Dutch to preserve a possible connection with the surname of following generations, such as the redheaded carpenter from Salsbergen, Jan Hendricksen, who appears in the records with one or more of the following appellations: Jan Hendricksen *Roodthaer* van Salsbergen *Timmerman*. The index reflects the various combinations by which a person could be identified; translations of the various craft names are listed in the glossary.

Although the present translation represents a reworking from the original manuscripts, it builds by necessity on the previous translation of A. J. F. van Laer. In some cases this translation is only a revision of his language because there are only so many ways to say "The plaintiff demands payment of the debt." However, the present translation has been assisted and enhanced by new source materials such as the Deacons' Account Book and the map of Beverwijck in 1653, which was researched and developed by the New Netherland Project. It attempts to locate all the inhabitants who had houses in the community at that time. Both have clarified certain relationships in the proceedings and increased our knowledge of life in the Dutch community.

Glossary

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| <i>aam</i> | liquid measure: 37.98 gallons of oil, 40.512 of wine; equal to four <i>ankers</i> |
| <i>actum ut supra</i> | Latin, done as above; used to end a document, with refernce to the date stated at the beginning of the entry or court session |
| <i>anker</i> | liquid measure: 10.128 gallons of wine |
| <i>apostil</i> | an official decision or recommendation upon a request usually written in the margin of the document |
| <i>appel</i> | apple (as a physical attribute), or Appel (a village between Nijkerck and Arnhem) as a place of origin |
| <i>backer</i> | baker; also as German <i>Bäcker</i> , spelled <i>Becker</i> |
| <i>barbier</i> | barber-surgeon; a professional who not only shaved patients but also performed simple surgical procedures |
| <i>barrack</i> | derived from <i>hooiberg</i> (literally hay pile), a structure built of four or five poles to support a moveable roof for sheltering hay or grain |
| <i>baxter</i> | female baker |
| <i>Beverwijck</i> | name given to the new WIC community around Fort Orange by Stuyvesant in 1652; there is a city by the same name in the province of North Holland just northwest of Amsterdam—its surface meaning “beaver district” was probably too appropriate to ignore |

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| beaver | used as a monetary standard equaling eight guilders |
| barrel | liquid measure (Dutch <i>vat</i>): 226.93 gallons of oil or 243.072 of wine; equal to four hogsheads (<i>okshoofden</i>) |
| <i>bierkaecker</i> | beer carrier; literally a person who operates a “beer jaws,” a device used to hook into the ends of a barrel for lifting with a shoulder yoke between two men |
| <i>biermans</i> | patronymic for beerman’s son |
| <i>bierdraeger</i> | beer carrier |
| <i>bij een wooninge</i> | village; the placename associated with the early settlement of Rensselaerswijck north of Fort Orange before it became Beverwijck |
| <i>boer</i> | farmer |
| <i>bout</i> | a bolt, or a quarter of mutton (short for <i>Schapenbout</i>) |
| <i>broer</i> | brother |
| <i>brouwer</i> | brewer |
| burgher | a class of citizenship in the community; the <i>grote burgherrecht</i> (great burgher right) was purchased for <i>f</i> 50, qualifying the holder to serve in administrative offices and on special commissions; the <i>kleine burgherrecht</i> cost <i>f</i> 20 and served as a license for traders and tradesmen to operate within the designated jurisdiction |
| <i>can</i> | liquid measure: one quart |
| <i>carreman</i> | cartman or carter |
| <i>chirurgijn</i> | surgeon; the profession involved more rigorous training (usually four years) than a <i>barbier</i> |

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| <i>clabbort</i> | clapboard, also used as a nickname for Thomas Chambers |
| <i>cleermaker</i> | tailor |
| <i>clootendraeyer</i> | ball turner |
| colony | Rensselaerswijck was usually called “the colony,” as is a portion of the old patroonship northwest of Albany still called Colonie today |
| common road | <i>gemeene wegh</i> ; public road or street in Beverwijck, never associated with any one street in particular |
| commissary | a position appointed by the council on Manhattan to oversee the WIC trading operations at posts such as Fort Orange and to serve as commander of the garrison |
| <i>constapel</i> | non-commissioned officer in charge of ordnance |
| <i>cordiael</i> | cordial; either the attribute or the drink |
| court messenger | a person appointed by the magistrates to serve court papers on litigants |
| <i>Crabaat/Crowaet</i> | Croatian; derived from <i>Crowaet</i> , which also occurs. Name develops into cravat (necktie) after the uniform neckgear of Croation soldiers in the Thirty Years’ War |
| <i>cum expensis</i> | Latin, plus expenses; assessment of the court costs in a legal decision |
| <i>cuyper</i> | cooper |
| deacon | a church official responsible for overseeing the financial concerns of the church, such as the poorhouse |
| <i>de oude</i> | the old one; used to designate the oldest of people with the same name but not necessarily related |

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| <i>Domine</i> | minister of the Reformed Church |
| — <i>dr.</i> | feminine equivalent of the patronymic marker — <i>sz</i> (son of); although the masculine marker is commonly used for both genders, — <i>dr.</i> (daughter of) does occur and reflects a dialectal preference in some provinces of the Netherlands |
| <i>drieling</i> | inferior pelt; two-thirds of an entire pelt |
| elder | an appointed church official who assistant to the <i>domine</i> in administering to the parishoners |
| Esopus | Algonquin Indian name meaning “river.” It was an early Dutch settlement in the Hudson Valley, approximately what is now Kingston; renamed Wiltwijck under Stuyvesant and then Swanenburgh during the Dutch restoration of 1673–74 after the flagship of the Dutch fleet that recaptured the colony. |
| <i>eyckmeester</i> | person in charge of measuring the contents of containers, such as barrels and casks |
| <i>ex officio</i> | Latin, by virtue of the office |
| farmer (of the excise) | the highest bidder for collecting excise taxes on strong drink—payment for this service accrued from whatever was collected beyond the high-bid amount |
| fathom | linear measure: equal to six feet |
| <i>fiat</i> | Latin, it was done thus; usually in reference to a decision of the court based on a request of one of the litigants |
| <i>fiscal</i> | member of the council on Manhattan in charge of financial matters and law enforcement |
| florin | synonomous with the guilder; source of the Dutch monetary symbol <i>f</i> , referring to the mint in Florence that once produced hard currency for the Habsburg Empire |

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| foot | linear measure: (<i>voet</i>) Amsterdam measure equal to 11.143 inches; Rhineland 12.36 inches |
| Fort Orange | Fortress and fur-trading post located on the west bank of the Hudson River in present-day Albany, NY; named for the Dutch royal house of Orange/Nassau; the Dutch attached this name to forts throughout their trading empire from Brazil to Indonesia |
| <i>Fransman</i> | Frenchman |
| freeman | colonist with no service obligation to either the patroonships or to the WIC |
| Fresh River | <i>Versche Revier</i> , now the Connecticut River |
| Fuyck | Probably the earliest name for the settlement north of Fort Orange that eventually became Albany; its name means “hoopnet,” which described the configuration made by two diverging roads running from the north gate of the fort |
| <i>geelgieter</i> | brass founder |
| <i>(soo) gemackelijck</i> | nice and easy or easy does it, as an attribute of temperament |
| <i>gemeene bosch padt</i> | common path into the woods; this roadway, which went up the hill along both sides of the <i>Tweede</i> or Second Kill, is present-day State Street in Albany |
| General | Petrus Stuyvesant, director general of New Netherland; although he had no official military rank or training, he was commander of Dutch forces in the Caribbean as well as governor of Curaçao and other islands held by the Dutch; he proved to be a resourceful and formidable military strategist |
| <i>glasemaker</i> | glazier |

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| Gojer's Kill | A stream near Schodack, N.Y., on the east side of the Hudson; the name most likely referred to a <i>Goyer</i> , a settler from Het Gooi, a district along the southern coast of the IJsselmeer in the province of Utrecht |
| <i>Grene Bosch</i> | pine woods; misinterpreted by the English in several placenames as Green Bush |
| guilder | monetary unit of the Netherlands, consisting of twenty stivers; a common laborer usually earned one guilder per day |
| (gun)powder | necessary trade item associated with firearms; sold or traded by the <i>geesp</i> , a double handful |
| <i>guyt</i> | rogue |
| <i>hageboom</i> | hawthorn; a nickname with obscure connotation—a possible allusion to the fertility rites associated with the maypole and the month of May, when the hawthorn is in bloom |
| <i>Heer</i> | lord; a title of high respect |
| <i>Heeren</i> | the lords; usually in reference to the nineteen directors of the WIC known as the <i>Heeren XIX</i> |
| <i>Heeren Straet</i> | public street; never in reference to any one street in particular |
| <i>Heeren Wegh</i> | public highway; generally referred to Broadway in present-day Albany |
| <i>hoedemaecker</i> | hat maker |
| <i>idem</i> | Latin, the same; generally used to indicate repetition of the same plaintiff in court cases |
| <i>Iersman</i> | Irishman |
| <i>in solido</i> | Latin, entire, whole, complete |
| <i>ipse jure</i> | Latin, by virtue of the law |
| <i>jonge</i> | young; junior or the youngest |

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| <i>jonge poentie</i> | a <i>poentje</i> is a smack or a cuff to the head; here possibly the son of a man with such a nickname, e.g., “little slapsy” |
| <i>Juffrouw</i> | madam or lady |
| <i>kan(ne)</i> | <i>see can</i> |
| <i>kar(re)man</i> | <i>see carreman</i> |
| kill | stream or creek; in the Netherlands it referred to an estuary, as in Sluiskil in Zeeland; no longer an active placename morpheme in Dutch; the word’s Dutch origin is rarely recognized by Dutch visitors to New York |
| <i>kistemaecker</i> | cabinet maker |
| <i>kleermaker</i> | <i>see cleermaker</i> |
| <i>koeherder/-wachter</i> | cowherder |
| <i>kuyper</i> | <i>see cuyper</i> |
| <i>la(de)maker</i> | gunstock maker |
| lead | important trade item in conjunction with firearms; sold or traded by the stave |
| <i>lo(o)per</i> | runner; courier for the court or as in <i>bosch-looper</i> , woodsman, <i>cf.</i> , Fr. <i>coureur du bois</i> |
| <i>maecker</i> | maker; as in someone who works with or shapes metal |
| magistrate | local official of the court with executive, legislative and judicial authority; selected by the director general and council on Manhattan from a double list submitted by the local burghers |
| <i>Mahican(der)</i> | Mahican; an Algonquin tribe living in the upper Hudson region around Fort Orange |
| <i>malle boer</i> | crazy farmer |

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| <i>Manhatans</i> | Manhattan; Algonquin for hilly island |
| <i>Maquas</i> | Mohawk; the easternmost of the five tribes of the Iroquoian confederacy |
| <i>Meester</i> | title of respect for a <i>schoolmeester</i> , “school-master” or short for <i>heelmeester</i> , “barber-surgeon” (<i>Mr.</i>) |
| <i>mengel</i> | liquid measure: 1.266 quarts of oil or wine; 1.304 quarts of brandy; 1.28 quarts of beer; 1.915 quarts of milk |
| <i>metselaer</i> | mason |
| <i>molenaer</i> | miller |
| <i>Monsieur</i> | Mister; French title of respect (not as strong as <i>Heer</i>) often reduced to <i>Sieur</i> or <i>Sr.</i> and <i>Monstr.</i> |
| <i>moy</i> | aunt; also used as a term of endearment |
| <i>mudde</i> | dry measure: 4 <i>schepels</i> or 3.056 bushels of wheat |
| <i>mutsje</i> | liquid measure: 2.15 oz. |
| <i>neus</i> | nose |
| <i>Noorman</i> | Norseman or Norwegian |
| <i>nomine officio</i> | Latin, by the name of the office |
| <i>oom</i> | uncle; also used as a term of endearment |
| <i>patria</i> | Latin, fatherland; the Dutch use this term often when referring to their homeland |
| <i>patroon</i> | According to the 1629 “Freedoms and Exemptions” an investor could negotiate for land within New Netherland to establish a patroonship as a perpetual fief, with the obligation to settle fifty colonists within four years |
| pound Flemish | six guilders |

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| <i>primo</i> | Latin, first; usually the first day of the month |
| <i>president</i> | Latin, <i>presens</i> ; the presiding officer on a board, such as the board of magistrates |
| <i>ra(e)demaker</i> | wheelwright |
| <i>ratione officij</i> | Latin, <i>ratione officii</i> , by virtue of the office |
| <i>Rensselaerswijck</i> | Patroonship founded by Kiliaen van Rensselaer comprising almost one million acres of land—approximately the present-day counties of Albany and Rensselaer |
| rod | linear measure: Amsterdam measure equal to 13 <i>voeten</i> (12.071 feet); Rhineland 12 <i>voeten</i> (12.36 feet) |
| <i>roymeester</i> | <i>rooimeester</i> , surveyor of buildings |
| Rutten Kill | Named for Rutger Jacobsen, one of the first settlers along this stream; it ran between present State and Norton Streets; it also was often called the <i>Fuyck</i> or <i>Eerste</i> (First) <i>Kill</i> |
| sachem | principal man among the Iroquois, called <i>sackemaas</i> or <i>sackemacker</i> by the Dutch; the Indians often referred to the Dutch governor as the great sachem |
| <i>schelling</i> | six stivers |
| <i>schepel</i> | dry measure: 0.764 bushel of wheat; 1.29 bushels of salt |
| <i>schepen</i> | an elected official of a municipality with administrative and judicial authority |
| <i>schoester</i> | shoemaker |
| <i>schoolmeester</i> | schoolmaster |
| <i>schout</i> | an appointed law enforcement officer with the combined duties of a sheriff and prosecuting attorney |

| | |
|-----------------------------|--|
| sewant | wampum in the English colonies; strung pieces of shell with a specific value according to color—six white equal to one purple; as a monetary standard it represented “light money” or 15 stivers to the guilder |
| <i>Sinneken</i> | Seneca, the westernmost tribe of the Iroquois; however, to the Dutch the name served to identify any of the remaining four tribes of the Iroquois west of the Mohawk |
| <i>smi(d)t</i> | blacksmith |
| <i>snijder</i> | tailor |
| <i>soldaet</i> | soldier |
| <i>Sr.</i> | <i>see Monsieur</i> |
| stiver | <i>see guilders</i> |
| <i>suyckerbacker</i> | sugarbaker; baker of confections |
| <i>Sweet</i> | Swede |
| <i>timmerman</i> | carpenter |
| <i>ultimo</i> | Latin, last; usually the last day of the month |
| <i>vaendrigh</i> | cadet |
| <i>viss(ch)er</i> | fisherman |
| <i>Vlackte, (de)</i> | the flats; a stretch of alluvial soil extending along the west side of the Hudson from Albany to Watervliet; later a name for the land along the south bank of the Mohawk in or near present Schenectady. |
| Vossen Kill | Named for Andries de Vos, an early settler in this part of the community; the stream ran between present-day Sheridan Avenue and Orange Street and was sometimes called the <i>Derde (Third) Kill</i> |
| <i>wever</i> | weaver |

Key to Abbreviations

ERA *The Early Records of Albany*, translated by Jonathan Pearson, 4 vols.; vols. 2–4 revised and edited by A. J. F. van Laer (Albany, 1919).

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

MCR *Minutes of the Court of Rensselaerswyck, 1648–1654*, translated and edited by A. J. F. van Laer (Albany, 1929).

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).

NYPL New York Public Library

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).

VRBM *Van Rensselaer Bowier Manuscripts*, translated and edited by A. J. F. van Laer (Albany, 1908).

WIC The Dutch West India Company

WNT *Woordenboek der Nederlandse Taal*, edited by M. de Vries *et al.* (’s-Gravenhage and Leiden, 1882–).

Fort Orange Court Minutes

1652-1660

[1]* In the name of the Lord, Amen

Proceedings of the Inferior Court of Justice erected and established in Fort Orange by order of the Hon. Petrus Stuyvesant and the Hon. Council of New Netherland, pursuant to the instructions and the oath taken on the 10th of April 1652, and the request of the burghers of the aforesaid fort and Beverwijck, situated within the established limits.

Monday, April 15, 1652

Present:

Joannes Dijckman†
Abraham Staets
Volckert Jansz
Cornelis Theunisz van Westbroeck

Abraham Pietersz Vosburgh, appearing before the court, requests that he may proceed with the erection of his house, as the prohibition and disallowance thereof involve his, Vosburgh's, total ruin.

Whereupon, it being taken into consideration that the house which he is erecting stands behind the dwelling of Commandant Brant Arisz van Slichtenhorst and therefore does not greatly crowd or obstruct the fort, and seeing also the great expense already incurred by him, his request is granted.

Whereas several persons have applied for permission to build on some lots between the two kills,‡ it is after deliberation approved, wherefore Dirrick Jansz and Abraham Pietersz Vosburgh are chosen and appointed to make a proper survey.

* Figures within brackets indicate manuscript page numbers.

† Dijckman arrived in New Netherland in 1651. After filling the post of commissary of accounts on Manhattan, he was appointed commissary of Fort Orange. Dijckman served as the first president of the court of Fort Orange and Beverwijck until July of 1655 when he was incapacitated by insanity and removed from office.

‡ These kills (waterways or streams) were probably the Vossen Kill and the Bevers Kill, which approximated the northern and southern limits of Beverwijck respectively.

[2] Upon the petition of Rut Arentsz to have a lot near his house, it is resolved to refer the same to a committee to be appointed for that purpose.

Upon the petition of Hermen Bastiaensz *Timmerman* for permission to erect a house commenced by him, as the petitioner incurred great expense even before the date of the prohibition by the director general and council and his house is not especially crowding the fort, being situated near the mouth of the first kill, consent is hereby given him to proceed with the building.

Commissary Joannes Dijckman, Volckert Jansz, and Cornelis Theunisz van Westbroeck are appointed a committee to look after the surveying of lots and gardens, but the Hon. Abram Staets is unanimously requested, in case his honor can be present, to assist the aforesaid committee.

In accordance with the instructions, it is resolved that the regular sessions of the court shall be held on Tuesday of each week, at ten o'clock in the forenoon.

Extraordinary Session, April 17, 1652

Present:

Jo. Dijckman
Ab. Staets
Vol. Jansz
Cor. Theu. v. Westbroeck

Jan Machielsz and Jacob Luyersz, plaintiffs, about charges of theft, Sander Leendertsz, defendant.

The defendant states under oath that he brought no complaint against the plaintiffs, but that his female Negro circulated the story.

Resolved, to examine the female Negro for further information.

[3] The instructions drawn up for the surveyors, Dirrick Jansz and Abraham Pietersz Vosburgh, having been examined, are adopted, whereupon, being summoned to come into the room, they have taken the usual oath before this court.

Jan Verbeeck, an inhabitant of Beverwijck, having appeared before the

court, has taken the usual burgher oath.

Jan Thomasz and Marten Hendrixsz, inhabitants of Beverwijck, confirmed by oath before the court a certain affidavit for the behoof of Pieter Hertgers and Jan Verbeeck, concerning the discharge of the said persons from their duties as magistrates of the colony of Rensselaerswijck.

The court messenger, Pieter Ryverdingh, has been allowed the following fees, to wit:

For each citation, 6 stivers

For each attachment, 12 stivers

For each presentation of a petition, 4 stivers

Tuesday, April 23, 1652

Present:

J. Dijckman

J. Labatie

V. Jansz

A. Herpertsz

C. T. Westbroeck

Thomas Chambre, plaintiff, against Isaack de Forrest, defendant.

Plaintiff in default.

Volckgen Juriaens,* plaintiff, about a blow with the fist and abusive words, according to deposition, against Geertruyt [Jeronimus],† defendant.

The defendant is for her abusive language and assault and threats made here against this court condemned to pay a fine of six guilders, with orders to leave the plaintiff henceforth in peace.

[4] Jan van Hoesem, plaintiff, against Willem Juriaensz, defendant. The dispute between the parties about the lot having been heard, it is resolved to adjourn the case until further advice from the Hon. General, who will be written to about it.

* wife of Jan van Hoesem

† wife of Jochem Wesselsen *Backer*

Pieter Bronck, appearing in court, requests permission take possession of the lot as staked out. The court, having heard Cornelis Theunisz van Westbroeck and listened to verbal arguments on both sides, refers the matter to magistrates Jan Labite, Volckert Jansz, and Andries Herpertsz, to examine the same and dispose thereof.

Jacob *de Brouwer*, having requested permission to build an addition to his house, standing near the First Kill, [the court,] taking into consideration that he has everything ready thereto and that the work cannot be left undone without considerable loss to him, grants his request for very urgent reasons.

Joannes Dijckman
 Jan Labitie
 Volckart Jansz
 Andries Herberts
 Cornelus Tonisen

Ordinary Session, April 30, 1652

Jan van Hoesem, plaintiff, for slander
 Jochem *Becker Backer*, defendant

Jochem *de Backer* is ordered to bring proof of his accusations at the next session of the court.

Caspar Jacopsz appearing before the court and requesting that he may have the lot granted him by this court, between Jacob Adriaensz *Raedemaker* and Tunis Jacopsz, consent thereto is given for certain reasons.

[5] The court having considered the request of Jan van Hoesem to have the use of the lot on which he dwells and his garden, according to the resolution of the court of the colony, dated the 18th of January last, it is upon examination of the said resolution decided by this court that the lot and garden shall from now on be assigned to Jan van Hoesem, upon condition that Willem Juriaensz shall have the right to occupy the house in which he now dwells as long as he lives, it being recommended that he furnish proper accommodation for Jan van Hoesem.*

* See *MCR*, 181, for this resolution.

Joannes Dijckman
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

Ordinary Session, May 7, 1652

Present:

Jo. Dijckman
Rut Jacobsz
J. Labatie
V. Jansz
Andries Herpertsz
Cornelis Theunisz van Westbroeck

Volckgen Juriaens, the wife of Jan van Hoesem, plaintiff, on account of slander.

Geertruyt, the wife of Jochem *de Backer*, defendant.

Stijntge Sijmants declares that she knows nothing of the plaintiff but what is honorable and virtuous.

Defendant is ordered, on pain of severe punishment, to bring the proofs of which she has boasted into court on the next court day, when a decision will be rendered by this court.

[6] Reyer Elbertsz, residing outside the limits of this fort, has been granted the use of some low land near the Third Kill,* allotted to him to be fenced in and cleared of trees, and to have the use thereof until further orders.

Upon the request of Wouter Aertsz van Putten to have a piece of land for a house lot and a vegetable garden situated near the thicket, behind Marten *de Brouwer*, it is decided to let him have the same as soon as he shall have taken the oath of allegiance to the company, Rut Jacobsz and Jan Labatie being appointed a committee to lay out the aforesaid land

* The Third Kill was also known as the Vossen Kill, "Fox Creek," but it was probably named after Andries de Vos, who lived along this creek, and not after the animal.

for him. This day the aforesaid Wouter Aertsen has taken the oath of allegiance.

This day Juriaen Theunisz has denied under oath in court the charges brought a week ago in the matter of Commissary Dijckman and Jochem de Backer.

Commissary Dijckman entering a complaint about insults offered to him by the person of Jacob Jansz Schermerhooren, it is ordered that the court messenger shall summon him to appear on the next court day.

The ordinance prohibiting the tapping of wine and beer on Sunday during divine service is taken up again and adopted and published this day.

Joannes Dijckman
Rutger Jacobsen
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

Ordinary Session, May 14, 1652

Present:

J. Dijckman
A. Staets
J. Labatie
V. Jansz
A. Herbertsz
C. T. v. Westbroeck

Jan Machielsz, plaintiff, against Cathalina Sandertsz, defendant.
The defendant's first default.

[7] Joost *de Backer*, plaintiff, against Pieter Bronck, defendant.
Defendant's first default.

Hendrick van Driest, being summoned to appear, is asked why he enlarged his garden on his own account by moving his clapboard fence? The accused admits his guilt, whereupon *Mr. Abraham Staets* and Jan Labatie are appointed to make an inspection and to take such measures

as they shall see fit.

Commissary Dijckman, plaintiff, against Jacob Clomp, defendant.

Defendant acknowledges that he drew his knife twice, but says that he was provoked the first time. Case adjourned until the next court day.

The request of Dirrick Bensingh, corporal, to have a garden next to Ariaen van Alckmaer provisionally and to fence off the same with palisades, is granted on condition that in case other arrangements are made hereafter, he shall have to give up the same, and the bounds thereof shall be shown him by *Mr.* Abraham Staets and Jan Labatie, appointed for that purpose.

Volckgen Juriaens, wife of Jan van Hoesem, plaintiff, against Geertruyt, the wife of Jochem *Becker Backer*.

Defendant being for the third time in default, it is decided to summon her for the last time to appear on the next court day, when final judgment will be given. Meanwhile she shall be notified that if she has any proofs to submit, she must do so before the aforesaid time, on pain of arbitrary punishment.

Joannes Dijckman
 Abram Staets
 Rutger Jacobsz
 Jan Labatie
 Volckart Jansz
 Cornelus Tonisen

[8] Extraordinary Session, May 29, 1652

Present:

J. Dijckman
 J. Labatie
 V. Jansz
 A. Herbetsz
 C. T. Westbroeck

After examination of the letter and the points of the request concerning the amplification of the instructions for this court of justice, it is resolved to send the aforesaid to the deputies, *Mr.* Abraham Staets and Rutger Jacopsz, who are at the Manhatans.

A complaint having been made to this court by Volckgen Jans, that Jochem *Becker Backer* has put up a pigsty opposite the door of Jan van Hoesem, it is decided that, whereas the aforesaid *Becker* has done this directly against the order of this court and also created an obstruction and nuisance to the house of the aforesaid Jan van Hoesem, it is ordered that he, *Becker*, must tear down the said pigsty within the period of three days and remove it to a more convenient place, on pain of forfeiting twelve guilders to the officer.*

Upon examination of the marginal annotation on the petition presented by Willem Juriaensz to the director general† and council of New Netherland concerning the restitution of Jan van Hoesem's lot, it is resolved to abide by the resolution passed on the 30th of the preceding month.

On the complaint of Jan Verbeeck about the running away of his boy to Margriet Willems, in view of the fact that according to the authentic copy of the contract he was bound for another year, the aforesaid boy is ordered by this court immediately to reenter his master's service, on pain of punishment to be determined for that purpose, and Margriet Willems is ordered not to detain the aforesaid boy, on pain of arbitrary punishment.

Upon the request of Volckgen Jans, wife of Jan van Hoesem, for permission to erect a small bark house on her lot, the Hon. Volckert Jansz and Cornelis Theunisz van Westbroeck are appointed to point out to her a suitable place for it.

Joannes Dijckman
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

* See minutes for April 12, 1653, for continuation of this case.

† Petrus Stuyvesant, director general of New Netherland

[9] Extraordinary Session, *ultimo* May 1652

Present:

J. Dijckman
 J. Labatie
 V. Jansz
 A. Herpertsz
 C. T. v. Westbroeck

Adriaen Jansz van Leyden, aged 25 years, and Maeriecke Rijverdinxs van Dansick, aged 24 years, having requested to enter the married state, permission is granted to have the first proclamation of the banns take place on Sunday next.

Volckert Jansz, magistrate, plaintiff, about abusive language and assault, against Jochem *Becker Backer*, defendant.

The court having examined the documents in the case, it is resolved to send them to the deputies of this court at the Manhatans, to be communicated to the supreme authorities there, whose order thereon they are to write and forward to us.

Joannes Dijckman
 Jan Labatie
 Andries Herberts
 Cornelus Tonisen

Post Meridiem

Whereas Jochem *Becker* declared this morning that some members of this court immediately reported at the house of Jan van Hoesem what had taken place here in court, this is entered here with a view to questioning and examining the aforesaid *Becker* further about this matter and, in case of lack of proof, to punish him therefor by arbitrary sentence, as this tends greatly to the disparagement of this court.

Joannes Dijckman
 Jan Labatie
 Volckart Jansz
 Andries Herberts
 Cornelus Tonisen

[10] Ordinary Session, June 3, 1652

Present:

J. Dijckman
 J. Labatie
 V. Jansz
 A. Herpertsz
 C. T. Westbroeck

Volckert Jansz, in the name of Jost *de Backer*, plaintiff, against Pieter Bronck, defendant.

Defendant is ordered to present to the court proper proof that the point of the plowshare was broken off and that he sent back a gun damaged. When proper proof hereof is furnished, the court shall pronounce judgment regarding the claim of 50 guilders [for damages].

Jan Machielsz, plaintiff, against Cathalina Sanderts, defendant.

The case is adjourned until the next court day.

It is resolved to have the palisades of the garden of the old Captain* pulled up, if he refuses to do it himself, and to give Jan van Hoesem permission to put new palisades around it and from now on to take actual and personal possession of the garden.

Joannes Dijckman
 Jan Labatie
 Volckart Jansz
 Andries Herberts
 Cornelus Tonisen

Ordinary Session, Tuesday, June 11, 1652

Present:

J. Dijckman
 A. Staets
 R. Jacobsz
 J. Labatie
 V. Jansz

* Willem Juriaensz. See *VRBM*, 820.

A. Herpertsz
C. Theunisz van Westbroeck

Jacob Luyersen and Jan Machielsen, plaintiffs, against Cathalina Sanders, defendant.

The female Negro is ordered to depart within the space of four days, on account of the false accusations brought against the fair name of the plaintiffs, either to the island of Cornelis Segertsz, or elsewhere, provided that she shall present the bill for the costs of the suit to the persons with whom the female Negro shall come to live and cause the same to be paid to the plaintiffs, but the aforesaid plaintiffs are ordered promptly to pay the court messenger what is due him.

[11] Jacob Luyersz, plaintiff, against Jacob Flodder, defendant, for slander.

The defendant is ordered to pay to the presiding officer a sum of twelve guilders by way of fine and for the poor six guilders, since the aforesaid defendant declared that he has nothing to say to the dishonor of the plaintiff, as he had done.

Commissary Dijckman, plaintiff, against Jochem *Becker Backer*, defendant.

The defendant declares that he has nothing further to say in regard to the charges heretofore brought against the person of the plaintiff; consequently, that he is forced to admit that he lied. Furthermore, pursuant to the directions of the hon. general, it is resolved to detain him and to send him a prisoner to the Manhatans, to answer, if he can, the complaint of the fiscal there.

On the demand made by President Dijckman, that Geertruyt, the wife of Jochem *de Backer*, shall declare that she has nothing to say against Volckgen Jans but what is honorable and virtuous and in addition pay the expenses, which the said Volckgen Jans may have incurred, with the costs, and that furthermore the said Geertruyt shall pay to the president, in his capacity as officer, a fine of fifty guilders. The aforesaid Geertruyt, having appeared before the court and being asked whether she had anything to say against Volckgen Jans but what was honorable and virtuous, has declared, No.

Joannes Dijckman
Abram Staas
Rutger Jacobsz

Jan Labatie
 Volckart Jansz
 Andries Herberts
 Cornelus Tonisen

Ordinary Session, June 18, 1652

Present:

J. Dijckman
 R. Jacopsz
 J. Labatie
 V. Jansz
 A. Herpertsz
 C. Theu van Westbroeck

Jacob Luersz, appearing before the court, requests a place for a house, one board in length, on the spot where his present house stands. After deliberation it is resolved to grant his request and that later a garden will be assigned to him for his convenience.

[12] Geertruyt, the wife of Jochem *de Backer*, is ordered to deliver to this court a week from today the fines which she has been condemned to pay.

This day Adriaen Jansz van Leyden and Maria Reverdinghs van Danswijck were united in marriage before the court here.

Joannes Dijckman
 Rutger Jacobsz
 Jan Labatie
 Volckart Jansz
 Andries Herberts
 Cornelus Tonisen

Ordinary Session, June 25, 1652

Present:

J. Dijckman
 R. Jacopsz
 J. Labatie

V. Jansz
C. T. Westbroeck

After examination in court upon interrogatories of Geertruyt Jeronimus, wife of Jochem *Becker Backer*, and Femmetgen Alberts, wife of Hendrick Jansz Westerkamp, regarding the abusive words spoken by Jacob Jansz Stol, commonly called Hap, against the respective magistrates, they have answered as may be seen in the said interrogatories, as was done likewise by the offender himself.

Ordinary Session, July 2, 1652

Present:

J. Dijckman
A. Staets
J. Labatie
C. T. v. Westbroeck

President Dijckman, plaintiff, against Jacob Jansz Hap, defendant.

It is resolved this first time to excuse the abusive words spoken by the defendant, but to enjoin and warn him to refrain from doing so in the future, on pain of being punished accordingly.

Willem Bout, plaintiff, against Rut Arentsz, defendant.

Defendant's first default.

J. Dijckman
Abraham Staas
Jan Labatie
Cornelus Tonisen

[13] Ordinary Session, July 16, 1652

Present:

J. Dijckman
R. Jacobsz
J. Labatie
V. Jansz
A. Herpertsz
C. Theunisz van Westbroeck

Herman Bastiaensz, plaintiff against Thomas Sandertsen, defendant.

The matter in dispute is put in the hands of Rem Jansz *Smit*, Jan Verbeeck, Abraham Pietersz Vosburgh and Pieter Hertgers to conciliate the parties if possible and otherwise to report to the court.

Upon the complaint of Jan Machielsz and Jacob Luersz that the negress of Sander Leendertsen continues to reside here notwithstanding the sentence of the court, it is ordered that Officer Dijkman shall conduct the negress outside the boundary posts [of the village] and whoever harbors her again inside shall forfeit the first time six guilders and the second time twelve guilders and the third time shall receive arbitrary correction.

President Dijkman and Jan Verbeeck are appointed a committee to procure a list of burghers who are willing to subscribe for the support of the church and the minister and to make a report of their findings.

Joannes Dijkman
Rut Jacobsz
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

Tuesday, July 30, 1652

Present:

J. Dijkman
J. Labatie
V. Jansz
C. Theunisz van Westbroeck

Jan van Aecken, plaintiff, against Jan Daret, defendant.

Defendant's first default.

Joannes Dijkman
Jan Labatie
Volckart Jansz
Cornelus Tonisen

[14] Tuesday, August 6, 1652

Present:

J. Dijckman
J. Labatie
V. Jansz

Joost *de Backer*, plaintiff, against Pieter Bronck, defendant.

The defendant having submitted for his defense that Jan van Breemen is indebted to him in the sum of fifty guilders and that last year he assigned his claim against Jan van Breemen to the plaintiff, and seeing that payment has not yet taken place and is acknowledged to have been refused, the case is adjourned until the arrival here of Jan van Bremen.

Pieter Bronck, plaintiff, against Jan Machielsz, defendant.

Defendant is condemned to pay the plaintiff the sum of one hundred and thirty-seven guilders and three stivers within the space of three months, according to his own confession, on pain of attachment.

Jacob Clomp, plaintiff, against Dirrick Jansz Croon, defendant, in regard to a dispute about ironwood planks. The parties are referred to Rem Jansz *Smit*, and Philip Pietersz Schuler, as arbitrators to reconcile parties if possible.

Jan van Aecken, plaintiff, against Jan Daret, defendant.

Defendant's second default.

Geertruyt Jeronimus, plaintiff, against Stijntgen Laurens, defendant.

Defendant's first default.

Dirrick van Nes, plaintiff, against Jan Verbeeck, defendant.

Both parties' first default.

The petition being read of Adriaen van Ilpendam, whereby he requests that he may be promoted to the post of secretary and that to this end a letter of recommendation from this court may be sent to the hon. director general and the hon. council, his request is granted.

Joannes Dijckman
Jan Labatie
Volckart Jansz

[15] Extraordinary Session, Wednesday,
August 7, 1652

Present:

J. Dijckman
R. Jacobsz
J. Labatie
V. Jansz
A. Herpertsz
C. Theu. v. Westb.

Jan Labatie, plaintiff, against Jan Clomp, defendant, for 84 guilders due to Thomas Higge according to power of attorney from Jan van Bremen and attached in the hands of the Hon. Rut Jacobsz.

The court sets aside the attachment by Jacob Clomp of the aforesaid sum of 84 guilders in the hands of the Hon. Rut Jacopsz and orders him to pay the balance of the money to the plaintiff upon security, provided that the defendant may bring in his alleged claim against Thomas Higge on account of the sale of seed grain, which shall be his security for the recovery of the amount. Meanwhile, the defendant is ordered to pay immediately the costs of convening this court, on condition that if it is found later that his claims on account of the sale are justified, the court will order Thomas Higge promptly to reimburse the defendant for this present outlay.

Dirrick Nes, plaintiff, against Jan Verbeeck, defendant, about a debt of sixty guilders for blue linen and children's stockings.

The defendant declares that there is an overcharge of 6 guilders and in addition that he has something to claim on account of the stockings. As the parties base their claims on the writing of Dirrick Claesz Boot, at present at the Manhatans, they are ordered to write to him, Boot, about it to advise them of the truth, with offer to confirm by oath what he has to say, upon the receipt of which the court will render judgment. Meanwhile Dirck Nes is ordered promptly to pay the costs of convening this court, upon condition that they will be refunded if it is hereafter found that his claims were well founded.

The court messenger, Pieter Rijverdingh, [16] is allowed fifteen stivers from each party for this extraordinary session.

Joannes Dijckman
Rutger Jacobsz
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

Extraordinary Session, August 8, 1652

Present:

J. Dijckman
R. Jacobsz
J. Labatie
V. Jansz
A. Herpertsz
C. Theu. v. Westbroeck

Dirrick Jansz Kroon, plaintiff, against Herman Bastiaensz, defendant.

The plaintiff requests a receipt for some beavers taken with him to Holland for joint account, for which the defendant acknowledges that he has been paid. The defendant promises to grant the plaintiff a receipt and is hereby ordered to do so by this court in the amount of *f1277:15*. Furthermore, the defendant is ordered to present and deliver to the court on next Tuesday the debit and credit account of the house, loss and profit, earnings, and other matters outstanding between them both, when the plaintiff shall make payment and the defendant give a receipt.

Jan Jansz, plaintiff, against Willem Albertsz, defendant, for beavers in the hands of Jan Machielsz *Kleermaker*, which are attached by the defendant. The court sets aside the attachment placed on the aforesaid beavers and condemns the defendant to pay the costs of convening the court.

Joannes Dijckman
Rut Jacobsz
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

[17] Extraordinary Session, August 20, 1652

Present:

J. Dijckman
A. Staests
R. Jacopsz
J. Labatie
V. Jansz
A. Herpertsz
C. Theu. v. Westb.

Jan Labatie, plaintiff, against Hendrick Jansz Westerkamp, defendant, on account of eight beavers which the defendant owes to Philip Gerary,* according to a promissory note of the 16th of August of last year.

The court orders the defendant to pay the aforesaid eight beavers in specie to the plaintiff, by virtue of his power of attorney, within the space of ten days, on pain of attachment.

Evert Tesselaer, plaintiff, against Marten *Metselaer*, defendant, on account of some merchandise bought by the defendant from the plaintiff, amounting to the sum of *f*141.10, which was to be paid in cash.

The court orders the defendant to pay the aforesaid sum of *f*141.10 to the plaintiff within the space of two days, or to return the plaintiff's goods, on pain of attachment.

Dirrick Nes, plaintiff, against Willem Albertsz, defendant.

Defendant's first default.

Cornelis Jacopsz, plaintiff, against Jochem *de Backer* for [payment of] *f*136 in beavers for wages earned.

The court orders the defendant to pay the aforesaid sum of *f*136 to the plaintiff in beavers within the space of ten days, on pain of attachment.

Geertruyt Jeronimus, plaintiff, against Stijntgen Laurens and Volckgen Jans, defendants.

The court orders each of the defendants to pay the sum of twelve guilders to the president for name calling, and as they charge the plaintiff with abusive language, which [18] they have not been able to prove, the

* Philip Gerary, a tavern keeper in New Amsterdam

parties on both sides are furthermore ordered to hold their tongues and to leave each other in peace, as otherwise the court will take such measures as shall be found necessary.

Dirrick Bensinck, corporal here in Fort Orange in the service of the West India Company, having last year resided at the Manhatans in New Amsterdam and at that time sold to the Reverend Domine Joannes Megapolensis a certain house and garden situated there, has appeared before this court and acknowledged that he has been satisfied and paid therefor in full, the first penny with the last. In order that they may be mutually at ease and to prevent all further demands, he requests that this may be entered in the court record and that an extract therefrom be given him, the more so as he, Bensingh, can neither read nor write; which request is hereby granted him.

Philip Pietersz Scheuler is granted the lot heretofore given to Claes Croon, on the east side of Annetgen Bogardus, as it is assumed that he, Kroon, will not build upon it.

Jan van Aecken, plaintiff, against Jan Daret, defendant, for the recovery of *f*150 loaned to him last year.

The defendant's third default. He is therefore ordered to pay the plaintiff the aforesaid *f*150 within the space of four days and to appear and present himself here before the court a week from today to purge himself of the escape from arrest and in case of refusal he shall immediately betake himself outside of this jurisdiction and remain there, on pain of apprehension.

Joannes Dijckman
Abram Staes
Rut Jacobsz
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

[19] Ordinary Session, August 26, 1652

Present:

J. Dijckman
R. Jacopsz
V. Jansz
A. Herpertsz
J. Labatie
C. Theunisz
A. Staats

Adriaen Jansz van Leyden, plaintiff, against Hendrick Jansz Westerkamp, defendant, for the sum of *f*166, to be paid in beavers.

The defendant is ordered to pay the aforesaid sum of *f*166 in merchantable beavers to the plaintiff on the first of June 1653 next, on pain of immediate attachment.

Adriaen Jansz van Leyden, plaintiff, against Jan Daret, defendant.

Defendant's first default.

Adriaen Jansz van Leyden, plaintiff, against Pieter Bronck, defendant, for the sum of *f*64, to be paid in beavers.

The court orders the defendant to pay the aforesaid sum of *f*64 in beavers to the plaintiff within the space of 24 hours, but to deduct certain *f*33.7, which the plaintiff owes the defendant.

Adriaen Jansz van Leyden, plaintiff, against Lambert van Valckenburgh, defendant, for the sum of *f*535 in beavers.

The court orders the defendant to pay to the plaintiff according to his promise made here, the half of the aforesaid sum of *f*535 provisionally at the Manhatans in New Amsterdam before the departure of the ships lying ready to sail for *patria* and the balance by the middle of June of next year and in case of nonpayment, attachment in full is ordered.

Joannes Dijckman
Abram Staes
Rut Jacobsz
Jan Labatie
Volckart Jansz
Andries Herbets

[20] Ordinary Session, September 3, 1652

Present:

J. Dijckman
 R. Jacopsz
 V. Jansz
 A. Herpertsz
 C. T. van Westbroeck

Cornelis Jacopsz, plaintiff, against Pieter Bronck, defendant, in regard to some claims.

The case is adjourned until the next session.

Arent Cornelisz Vogel being summoned and having appeared before the court is ordered and directed to present, a week from today, his papers and the proofs which he may have or can secure, when judgment will be rendered.

Joannes Dijckman
 Rutger Jacobsz
 Volckart Jansz
 Andries Herberts
 Cornelus Tonisen

Extraordinary Session, September 4, 1652

Present:

J. Dijckman
 R. Jacobsz
 V. Jansz
 A. Herpertsz

Willem Albertsz van Monickendam, plaintiff, against Jacob Clomp, defendant, about 100 boards of the Hon. Rut Jacopsz taken from plaintiff and put on board.

The court orders the defendant to return the one hundred boards loaded into his yacht *'t Seepaert* and to deliver them undamaged and free of charge on land, as he put them on board contrary to orders, and therefore to pay and turn over to Willem Albertsz the costs of the court. Furthermore, parties are at the first opportunity to settle with each other in regard to the accounts which they may heretofore have had together.

This day, Willem Albertsz has sworn before the court that he had given no orders to Jacob Clomp to put the aforesaid boards on board. The resolution being taken up again, it is provisionally decided to let the above-written judgment take effect.

[21] There was read a certain writing and petition sent to this court by *Mr. de Hooges*, secretary and commissioner of the colony of Rensselaerswyck, whereby he requests [relief] from annoyance caused him by the person of Willem Albertsz in demanding payment for an Edam cheese and six *kannen* wine, the first of which was retained as compensation for writing and the second were paid for by Joost de Backer.

After deliberation, it is resolved and decided to order Willem Albertsz to leave the aforesaid *Mr. de Hooges* hereafter in peace and unmolested, on pain of punishment to be determined later. Meanwhile, he is to pay at once six guilders to the poor on account of the offensive conduct in the matter toward the person of the aforesaid *Mr. de Hooges*.

As regards the fine of Willem Albertsz for fighting, the president is requested to submit his complaint and conclusion in writing on the next court day.

Joannes Dijckman
Rut Jacobsz
Volckart Jansz
Andries Herberts

Extraordinary Session, September 6, 1652

Present:

J. Dijckman
R. Jacobsz
V. Jansz
A. Herpertsz

Jan Machielsz *Kleermaker*, plaintiff, against Willem Albertsz, defendant, charging that the defendant accused the plaintiff of having stolen a cheese.

The court, having examined the witnesses called and the parties and having found that the plaintiff's charges are not true, they first condemn the plaintiff to pay the costs of the suit and furthermore order the parties

on both sides to keep still and to behave themselves, on pain of arbitrary correction.

The court having further examined the declarations made the day before yesterday by Geertruyt Jeronimus and Marritgen Jans regarding the drawing of the knife by Willem Albertsz van Monickendam, [22] sentence is passed in accordance with the complaint and conclusion, as may be seen from the documents.

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz
Andries Herberts

Present:

| | |
|-------------|---------------------------|
| J. Dijckman | A. Herpertsz |
| R. Jacopsz | C. Theunisz v. Westbroeck |
| V. Jansz | |

Interrogatories conducted by this court concerning the crime committed by Frans Gabrielsz van Delft against the daughter of Goosen Gerretsz, as may be seen from the contents thereof.*

Upon consideration of the notice concerning the removal of the canoes from the shore, it is resolved to post the same as drafted.

Joannes Dijckman
Rut Jacobsz
Volckart Jansz
Andries Herberts

Extraordinary Session, September 20, 1652

Present:

J. Dijckman
R. Jacopsz
V. Jansz
A. Herpertsz
C. Theunisz v. Westbroeck

* See *NYHM*, 5: 40, which indicates that the nature of the offense was the molestation of a seven-year-old girl.

In the matter of Frans Gabrielsz van Delft, at present a prisoner pursuant to the interrogatories conducted last Tuesday in regard to the crime committed by him, he has accordingly confessed as shown in the margin [of said interrogatories], whereupon it is resolved to send the same to the hon. general in order to learn his honor's very wise opinion and order thereon.

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz
Andries Herberts
Cornelus Tonisen

[23] Ordinary Session, October 8, 1652

Present:

J. Dijckman
R. Jacobsz
A. Herpertsz
C. Theunisz v. Westbroeck
V. Jansz

Merten *Metselaer*, an inhabitant of Beverwijck, appears and acknowledges that he is indebted to Jan Jansz van Gottenburgh in the sum of fifty-eight beavers, which [he promises] to pay to [him] or his attorney next year before the departure of the ships, for which he hereby binds his house and goods according to the preference [of the payee].

Brecht Jacopsdr.* plaintiff, against Abram Pietertsz Vosburgh, defendant, for 4½ beavers for goods supplied for his maintenance.

The defendant is ordered to pay the plaintiff within eight days three beavers in specie and twelve guilders in good, strung sewant.

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz
Andries Herberts
Cornelus Tonisen

* Probably a mistake for Grietje Jacopsdr.; Jacopsdr. is the abbreviation for the feminine patronymic Jacopsdochter, the daughter of Jacop.

Extraordinary Session, October 13, 1652

Present:

J. Dijckman
R. Jacopsz
A. Herpertsz
C. T. v. Westbroeck

The court having read and examined a certain authorization granted by the hon. director general and council of New Netherland on the 28th of September last, concerning the person of Frans Gabrielsz van Delft,* at present a prisoner here on account of a crime committed by him, and also the letter sent to the presiding officer and the advice contained therein, it is unanimously resolved to have the delinquent appear before this court and once more to [24] read to him his confession made heretofore upon interrogatories. Having come down and appeared before us, he has confessed as before and made the same statement that upon his confession was entered in the margin, with some additions. Whereupon, after deliberation, the president is requested to have the whipping post and its appurtenances made ready for tomorrow to punish the delinquent as an example to others.

On a motion of the president made *nomine officio* about the crime committed by Arent Cornelisz Vogel, who was imprisoned but released on bail provisionally, to have him examined closely again tomorrow, his request is granted.

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz
Cornelus Tonisen
Andries Herberts

* See *NYHM*, 5:40, for this authorization.

Extraordinary Session, October 14, 1652

Present:

J. Dijckman
R. Jacobsz
V. Jansz
A. Herpertsz
C. Theunisz v. Westbroeck

Having seen the written bill of complaint and demand presented by the president against the delinquent, Frans Gabrielsz van Delft, and duly weighed everything, we have concluded to condemn him, as we do hereby, as set forth at large in the record of the sentence, the attachment of which is ordered to follow.

[The court] having examined and carefully considered the written complaint and demand presented by the president in his official capacity against the delinquent, Arent [25] Cornelisz Vogel, at present held in custody on account of the crimes committed by him, and also read the evidence against him, it was resolved to summon the witnesses to confirm their testimony by oath. Which being done, it was in accordance with legal procedure decided to have him brought to the place of justice, to be exposed to public [scorn]. However, before the sentence was read to him, the delinquent was informed that he was free to appeal, on condition of giving bail for the carrying out of the sentence. Whereupon, at the delinquent's request, two bailsmen appeared, to wit, Willem Fredrixsz and Marten Hendrixsz, who after recital of the crimes committed by the delinquent and the sentence that had been imposed upon him, begged to be excused from becoming bail. As the delinquent was unable to get any other persons to go bail for him, the sentence was left to take its course in accordance with its terms and as is to be seen more fully from the text, which to that end will be recorded in the Sentence Book.*

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz
Cornelus Tonisen
Andries Herberts

* This record of court sentences no longer exists.

Ordinary Session, October 22, 1652

Present:

J. Dijckman
R. Jacobsz

V. Jansz
C. T. v. Westbroeck

Volckert Jansz, plaintiff, against Pieter Bronck, defendant, for fifty guilders due by the defendant according to a note assigned in favor of Joost Theunisz *Backer* at the Manhatans.

The court orders the defendant [26] to pay the plaintiff the aforesaid sum of fifty guilders, the defendant to look to Jan van Bremen for the recovery of the sum, and to make payment within the space of four weeks.

A petition was read of Jan Thomasz and Laurens Jansz, burghers of Beverwijck, setting forth that shots are frequently fired at night by the Christians themselves, notwithstanding the ordinances against it, and requesting, for the sake of preventing many accidents in the future, that a warning may be issued by this court.

Whereupon, after deliberation, it is resolved to note that proper provision in the matter will be made by the court for the future and to request the president to make inquiries as to the persons who are guilty.

Machiel *de Lademaker*, appearing in court, requests to have the lot next to the lot[s] of Gerret *de Kuyper* and Annetgen Bogardus, which request is granted, notwithstanding said lot has heretofore been granted to Klaes Kroon, at the Manhatans, the president undertaking to defend the title against the claim of the said Croon.

The president having announced that he understood and was informed that those of the colony,* directly contrary to our instructions, intended to make improvements to their *logement*,† it is resolved to have the court messenger, Pieter Rijverdingh, serve our order on them in writing, as may be read therein at length.

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz
Cornelus Tonisen

* This is a reference to the authorities of the colony of Rensselaerswijck.

† In the general sense, a place of residence; but the word can also signify an inn.

[27] Extraordinary Session, October 28, 1652

Present:

J. Dijckman
R. Jacobsz
V. Jansz
A. Herpertsz
C. T. van Westbroeck

The court having examined the written request made to the court by the colony, and also the protest and prohibition to repair the building erected in spite of our protest which they thus far occupy and reside in by sufferance, and being informed that they intend to proceed with the repairs, it is, after mature deliberation, in view of the friendly request, protest and prohibition that have been made and pending the receipt of an answer to the letter written by the president to the hon. general, resolved to leave the matter for the present *in statu*, until further orders.

Whereas the president and the court messenger have informed the court that the Hon. Jan Labatie, appointed magistrate of this court, is going to live in the colony on the farm of Cornelis Theunesz Van Brueckelen and therefore resigns from the office of magistrate, it is resolved to proceed anew to the nomination and election of an extraordinary magistrate. The Hon. Pieter Hertgers was elected by a plurality of votes and after the aforesaid Hon. Jan Labatie is duly released from his oath he will be installed in the office of extraordinary magistrate* of this court and take the oath prescribed by our instructions.

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz
Andries Herberts
Cornelus Tonisen

* The extraordinary magistrate served as an alternate to the regular magistrates, filling out the board when a quorum was needed.

[28] Ordinary Session, November 5, 1652

Present:

J. Dijckman
A. Herpertsz
C. Theu. v. Westbroeck

Evert Noldingh, plaintiff, against Jan van Breemen, defendant, for wages earned according to the contract, amounting to *f*56.16.

The court orders defendant to pay plaintiff the aforesaid sum of fifty-six guilders, sixteen stivers, within the space of fourteen days, on pain of attachment.

Pieter Bronck, plaintiff, against Jan van Bremen, defendant, for fifty guilders which he owes plaintiff.

The court having examined the circumstances of the case, order the defendant within fourteen days to present his evidence, showing what damage he suffered as to the plowshare and the gun, in order to pronounce judgment in accordance with the decision of the 22d of the preceding month.

Adriaen Jansz van Leyden, plaintiff, against Jan van Bremen, defendant, for *f*63.8.—, which he owes plaintiff for merchandise received according to the account submitted.

The court orders defendant to pay plaintiff the aforesaid sum of *f*63.8, within the space of six weeks, on pain of attachment.

Joannes Dijckman
Andries Herberts
Cornelus Tonisen

[29] Extraordinary Session, November 16, 1652

Present:

J. Dijckman
A. Herpertsz
C. Theunisz van Westbroeck

Commissary Dijckman, plaintiff, against Willem Albertsz van Monickendam, defendant, on account of the defendant's offensive conduct toward the person of *Mr.* de Hooges, secretary of the colony of

Rensselaerswijck, and his wife, according to the deposition and the testimony of Joost Theunisz *Backer*, and the extract from a letter of the Rev. Domine Megapolensis. All of which papers, together with the sentence in the case passed by this court on the 4th of September last, [having been examined], it is decided, in view of the fact that there is no quorum present on the bench, to adjourn the case until the return of the magistrates who are absent, when final decision and sentence will be pronounced.

Meanwhile, the defendant is placed under arrest [with order] not to depart before further decision in the matter is made, unless released on bail.

Joannes Dijkman
Andries Herberts
Cornelus Tonisen

Ordinary Session, December 3, 1652

Present:

Everyone

Received a letter from the Hon. General Petrus Stuyvesant, dated the 26th of November 1652, and with it two ordinances, one of which, prohibiting the use of grain for brewing, is unanimously approved by all the magistrates for publication and for being posted. As to the other, regarding the tapsters' excise, the Hon. Rutger Jacopsz and Volckert Jansz declare themselves personally in favor of futher communication [with the director general], as [30] they have objections to its being published and posted.*

Evert *Kleermaker*† requests to have a lot between the road near‡ Annetgen Bogardus and Machiel *de Lademaker*. The Hon. Volckert Jansz and Cornelis Theunisz van Westbroeck are appointed a committee to lay out and convey the said lot and road.

Pieter Adriaensz, commonly called *Gemackelijck*,§ a resident of the fort,

* See *LO*, 111, for the prohibition against using grain for brewing, and p. 110 for the ordinance concerning the excise.

† Evert Nolden

‡ literal translation of *tusschen den wegh van omtrent*

§ "nice and easy" or "easy does it"

is upon the verbal report of Jacob Jansz Hap provisionally given permission to tap, on condition that in tapping and entertaining company he shall act quietly, in accordance with the provisions of the ordinance issued for that purpose.

Merten *Metselaer* is at his request granted the lot behind his place, on condition that if within six weeks he does not begin to build and gradually proceed with the work until it is finished, he shall be deprived thereof.

Hendrick Cassersz van Oldenborgh requesting a lot for a plantation near Wouter Aertsz van Petten *Rademacker*, and a small hop yard, he is granted the same on condition that if he does not commence his plantation in the spring, he shall be deprived thereof, and that he must leave alone the lot of the aforesaid Wouter Aertsz and the necessary road or roads thereabouts.

Joannes Dijckman
 Abram Staes
 Rutger Jacobsz
 Jan Labatie
 Volckart Jansz
 Andries Herberts
 Cornelus Tonisen

[31] Extraordinary Session, December 6, 1652

The lot granted heretofore to Philip Pietersz Scheuler, to the east, that is to say, to the west of Marten *Metselaer*, is approved and definitely entered as granted to him.

Joannes Dijckman
 Abram Staes
 Rutger Jacobsz
 Jan Labatie
 Volckart Jansz
 Andries Herberts
 Cornelus Tonisen

Extraordinary Session, December 28, 1652

Present:

J. Dijckman
A. Staets
R. Jacopsz
V. Jansz
A. Herpertsz
C. Theu. v. Westbroeck
J. Labatie

On this date, Evert Brantsen van Amersfoort, a soldier, is released by Commissary Dijckmans from his oath to the company taken as a soldier and engaged by this court as deputy *schout* provisionally until next May, at wages of *f*18 a month and *f*100 for board, whereupon he has taken the oath of fidelity as deputy *schout*.

Herman Bastiaensen, an inhabitant of Beverwijck, under arrest for misdemeanors committed by him regarding which evidence has been gathered, being arraigned before this court, has made confession and denial as set forth at length in the documents thereof. Therefore, the commissary is requested, if possible, to secure further evidence to be presented at the next session of the court, which he has undertaken to do. At the request [of the delinquent] [32] to be released on bail, this is for certain reasons granted upon severe conditions specified in the bail bond, whereupon Willem Fredrixsz, commonly called Bout, an inhabitant of Beverwijck, has appeared and after the bail bond was read to him, signed the bond as it stood before this court.

Joannes Dijckman
Abram Staes
Rut Jacobsz
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

Ordinary Session, January 7, 1653

Present:

J. Dijckman
A. Staets
R. Jacopsz
J. Labatie
V. Jansz

The commissary having submitted and complained to this court that, in spite of the contract made with Herman Bastiaensen *Timmerman*, the hon. company's house is not being finished, notwithstanding the protest, friendly request and threats made, so that the company's house remains unfinished, to the great loss, prejudice, and damage, not only of the company, but also of him, the commissary, and even of this court, it is after mature deliberation resolved and decided to order the aforesaid Herman Bastiaensz, as this court does hereby, to finish the work on the hon. company's house without any delay and not to let any good and suitable weather go by without working, on pain of having the aforesaid work executed and carried to completion by others [33] at the expense of the said Herman Bastiaensen, who is hereby ordered promptly to regulate himself accordingly. An extract herefrom shall be sent to him by the court messenger to regulate himself accordingly.

Jochem *Becker*, plaintiff, against Jan van Hoesem, defendant, for having rented from Willem Juriaensen the house standing on the plaintiff's lot, which the plaintiff was prohibited from occupying.

Upon examination of the resolution concerning the lot passed by this court on the 30th of April last, it is decided that as long as Willem Juriaensz lives he shall be free to rent his aforesaid dwelling house to whomsoever he pleases.

Secondly, Jochem *Becker*, plaintiff, has exhibited a certain written contract made with Jan van Hoesem and Willem Juriaensen concerning the aforesaid lot, his furniture, and baker's business, which being read, Jan van Hoesem has requested a copy of the aforesaid contract, which request is granted on condition that Jan van Hoesem shall be bound to file his answer before the next session of the court.

Jan Claesz Brant, appearing before the court, requests a lot in Bever-

wijck, across the first kill,* for the purpose of building thereon. After deliberation it is resolved and decided to request and appoint the Hon. Rutger Jacopsz and Volckert Jansz to lay out a lot for him in the row near Willem Hap.

The Hon. Abraham Staets having requested that the [description] [34] of the lot heretofore granted to him might be entered here, this is granted and it is situated as follows: Adjoining on the east side Rut Jacopsz, between [whose lot and his] there is a path five feet wide, reaching across the first kill; on the west side the hill, [length] six rods, two feet; southwards eight rods, on the north side the public woods road,† twenty-five rods; again southward to the first kill, eight rods, and further along the boundary line of the said kill to the aforesaid five-foot path.

Joannes Dijckman
Abram Staes
Rutger Jacobsz
Jan Labatie
Volckart Jansz

Ordinary Session, Tuesday, January 14, 1653

Present:

J. Dijckman
A. Staets
R. Jacobsz
J. Labatie
V. Jansz
A. Herpertsz
C. Th. v. Westbroeck

Upon the request of the Hon. Jan Labatie for permission to take possession for his own use of the garden heretofore given to Jan Martensz, behind this fort, marked W 7, said permission is hereby granted him on condition that he obtain a patent from the hon. general.

* also known as the Rutten Kill and Fuyck Kill

† *Het gemeene bosch padt*, now State Street in present-day Albany

The president having stated that Jochem *de Backer*, according to the judgment of the court dated the 26th of August,* owes him f50 on account of a dispute and that these have not yet been paid, the court decides that he must pay within fourteen days, on pain of attachment, which the officer is hereby authorized to levy.

[35] Jochem *Becker*, plaintiff, against Jan van Hoesem, defendant.

The defendant having appeared, requests that a member of this court proceed in his name against the plaintiff in the matter of the lot in issue between Jan van Hoesem and Willem Juriaensz, for which Jan van Hoesem received the patent.

The Hon. Rutger Jacobsz is unanimously chosen for this purpose, the present entry taking the place of a power of attorney.

Plaintiff says that the lot belongs to Willem Juriaensz.

Rut Jacobsz, appearing for the defendant, demands security for the judgment.

Parties are ordered to give security for the judgment and to produce their evidence on the next court day when judgment will be pronounced.

Jochem Becker is notified and ordered to remove his lumber lying in the public road† within twenty-four hours, on pain of forfeiting fifty guilders, or twice the amount on second notice, and of arbitrary punishment on third notice.

On the side of Jan van Hoesem, Andries Herpertsz and Cornelis Theunisz van Westbroeck have become sureties for the judgment at the termination of the suit.

[36] This day, Arent Andriesz has taken the oath of burgher of Beverwijck before this court.

Joannes Dijckman
Abram Staas
Rutger Jacobsz
Jan Labatie
Volckart Jansz
Andries Herberts

* This judgment does not appear in these minutes.

† Broadway in present-day Albany

Ordinary Session, January 22, 1653

Present:

J. Dijckman
A. Staets
R. Jacobsz
J. Labatie
V. Jansz

Volckert Jansz, plaintiff, against Pieter Bronck, defendant, for payment of *f*50 for Joost Theunisz *Backer*.

The court, having taken into consideration the judgment rendered by it, orders by virtue thereof prompt payment or attachment.

Pieter Bronck, plaintiff, against Jan van Bremen, defendant, for the recovery of fifty guilders according to the above-written judgment given against the defendant.

The court orders defendant to pay plaintiff within twenty-four hours, on pain of attachment.

Barent Cramer, plaintiff, against Jan van Bremen, defendant, for the sum of *f*56:16, according to the judgment heretofore rendered.

Defendant says that he does not want to fulfill the contract because he was drunk when he signed it.

The court orders that defendant shall remain under arrest and imprisoned for debt until he has paid the aforesaid sum to the plaintiff, or gives security to the satisfaction of the plaintiff.

[37] There was read a petition from Goosen Gerritsz, burgher and inhabitant of Beverwijk, requesting a building lot, situated close to the third kill, on this side, with the thicket or small marsh lying close to it. Resolved to note in the margin that the hon. court is favorably disposed to accommodate the petitioner with a lot, but as to the other [ground], as it is considered best to keep this for common use, the request cannot be granted.

Joannes Dijckman
Abram Staas
Jan Labatie
Rutger Jacobsz
Volckart Jansz

Ordinary Session, Tuesday, January 28, 1653

Present:

J. Dijckman
R. Jacopsz
J. Labatie
V. Jansz
A. Herpertsz
C. Theu. v. Westb.

Jochem Keteluyh having requested permission to have a lot next to Jan Claesz Brant, on the north side, the same is granted, and the Hon. Rutger Jacopsz and Volckert Jansz are requested to indicate the bounds of the lot, so that he may receive his ground brief upon request after construction.

Commissary Dijckmans, plaintiff, against Pieter Adriaensen, innkeeper, defendant, on account of having tapped after the nine o'clock bell.*

Defendant acknowledges that on the 19th of this month he was fined by the deputy *schout* and that he used abusive language when fined.

The court orders him to pay the officer the sum of six guilders as a fine, and if he is hereafter caught again, the double amount.

[38] A petition was read of Willem Fredrixsz, requesting permission to erect a horse mill in Beverswijck and to have the exclusive right to operate it for some time. Resolved to note in the margin that the petitioner must first indicate to this court where he intends to put this mill and that then the matter will be taken under further consideration.

Jacob Hap and Jan *de Visscher* being called, the second default is taken against them.

Rutger Jacopsz, plaintiff, against Jochem *Becker*, defendant.

Plaintiff wants to know, first, whether the defendant still claims that the lot of Jan van Hoesem according to the ground brief belongs to Willem Juriaensz, and what proof he has thereof?

Secondly, the plaintiff demands that the defendant, pursuant to the order of the court, give security for the judgment.

* There was a general curfew in effect after nine o'clock in the evening within the jurisdiction of Beverwijck.

The defendant says that, before the arrival of the hon. general* in Beverswijck, no one had any ground of his own. The defendant refuses to give security or to bind himself for someone else and prefers to discontinue the suit.

The court orders the parties to live henceforth in peace and not to molest one another about the lot, on pain of being dealt with by this court as it may see fit; but with this provision, that the Hon. Magistrates Abraham Staets and Volckert Jansz are appointed to show the old captain a place on the aforesaid lot where he may pile up his firewood, or to indicate to him how far he may use the lot, in order that the aforesaid Jan van Hoesem may properly fence off [39] his lot to suit his convenience.

On the complaint of Jochem *Becker* that Jan van Hoesem or his family was throwing hot ashes or embers against his clapboards, which he fears may someday cause a fire to the great detriment of himself and his neighbors, it is resolved to have the court messenger, Pieter Rijverdingh, enjoin the said van Hoesem in the name of this court from doing so in the future.

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz
Jan Labatie
Cornelus Tonisen
Andries Herberts

Ordinary Session, February 11, 1653

Present:

J. Dijckman
A. Staets
Jan Labatie
V. Jansz
A. Herpertsz

Goosen Gerritsz, plaintiff, against Rut Arentsz.
Both parties in default.

* Petrus Stuyvesant, director general of New Netherland

Herman Bastiaensz against Cornelis Hendrixsz, defendant.

First default of both parties.

Jacob Jansz Schermerhooren, plaintiff, against Adriaen Jansz van Leyden, about a certain lot situated next to the lot of the plaintiff, near the hill, marked No. 4, drawn by him last year, but afterwards promised to the plaintiff, or to Lijsbet Cornelis, wife of Gijsbert Cornelisz, whereof sufficient evidence has been shown to this court.

The Hon. Magistrate Jan Labatie, [40] appearing for the defendant to answer the plaintiff's demand, says that the defendant had no power to give away the lot, for if he did not wish to take possession of it, it reverted to this court.

The court, having heard both sides, assigns the lot from now on to Lijsbet Cornelis, on condition that she must secure a ground brief for it and that the defendant may take possession of the lot drawn by her on the conditions agreed to.

Goosen Gerritsen, plaintiff, against Rut Arentsz *Cleermaker*, defendant, for beer furnished and money due, amounting to f86:—.

Defendant admits the debt.

The court orders defendant to pay plaintiff the aforesaid sum of f86:— or thereabouts, within the space of six weeks, on pain of attachment.

Willem Fredrixsz having requested on January 28, last past, permission to erect a horse mill for the convenience of the burghers, it is after deliberation resolved to grant him permission to do so on his own lot, on condition that he keep within the street line; but as to his request for exclusive privilege, he is referred to the hon. general and council of the province at the Manhatans.

Received and read a letter from the hon. general, dated the first of this month, giving notice of and enclosing an ordinance prohibiting the baking and sale to the Indians [41] of white bread and cake and the malting of hard grain, whereupon it is resolved to cause the same to be published.*

On receipt of a letter from the hon. general about the nonimposition of the tapsters' excise on beer and wines for a time, it is upon reconsideration of the matter resolved to give public notice that innkeepers shall

* See LO, 111–113, for these ordinances.

hereafter not be allowed to ask more than 8 stivers for a *mutsjje* of brandy and nine stivers for a *kanne* of beer, on pain of forfeiting for the first violation one hundred guilders, the second time twice as much, and of receiving arbitrary punishment the third time.

Joannes Dijckman
Abram Staes
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

Ordinary Session, Tuesday, February 18, 1653

Present:

| | |
|-------------|--------------------|
| J. Dijckman | J. Labatie |
| A. Staets | A. Herpertsz |
| R. Jacopsz | C. Theu. v. Westb. |
| V. Jansz | |

Rut Aertsz, plaintiff, against Aert Jacopsz, defendant.
Parties' first default.

Herman Bastiaensz, plaintiff, against Dirrick Jansz, defendant, about some disputed accounts outstanding between them.

The arguments on both sides have been heard by the court, it is decided that the plaintiff shall on demand promptly pay to the defendant what he is found to have received more than his share of the common account.

[42] [Plaintiff] also [demands] the sum of *f*211:– for some gunstocks made jointly. At the request of the defendant the case is put over to the next court day.

Steven Jansz, plaintiff, against Marten *de Brouwer*, defendant, for 187 guilders, which the defendant owes the plaintiff for carpenter's wages, moneys advanced, and goods.

Defendant admits the debt.

The court orders defendant to pay plaintiff in accordance with the terms of the contract made together, within eight weeks, on pain of attachment.

Commissary Dijckman, plaintiff, against Jochem *Becker*, defendant, for baking cake and white bread contrary to the ordinance.

Defendant says that he has not baked since the publication of the ordinance.

Jan van Hoesem, or Rut Jacobsz, as attorney, plaintiff, against Jochem *Becker*, defendant, about the accounts of the expenses incurred by the parties during the suit about the lot of Jan van Hoesem, claimed by the old captain, Willem Juriaensen. The court orders parties on both sides to pay the costs of the suit, and in case they are not satisfied with the judgment pronounced on the 28th of the preceding month and find themselves aggrieved by it, they are given the right to appeal to the hon. general and council of New Netherland. The court having heard the report made on the aforesaid date by the Hon. Abraham Staets and Volckert Jansz, the same is approved as to its provision that the old captain, Willem Juriaensen, may possess the aforesaid lot as long as he lives.

[43] Jan *Smit*, plaintiff, against Jan Gauw, defendant, for wounds inflicted on plaintiff by defendant. Plaintiff claims damages for pain and suffering and also payment of the surgeon's fees.

Defendant states that it was plaintiff's fault and that he pushed him and it was because of his negligence.

The court orders parties on both sides to present their evidence on the next court day.

Commissary Dijckman, plaintiff, against Jacob Flodder, defendant, for fighting last Sunday with a tankard against Elbert, at the house of Pieter Bronck.

Commissary Dijckman, plaintiff, against Elbert Gerbertsz, defendant, for drawing his knife against Jacob last Sunday at the house of Pieter Bronck.

Defendant denies at first.

Pieter Bronck being questioned on oath says, Yes.

Likewise the deputy *schout*. *

The court orders defendant to pay plaintiff at once a fine of twenty-five guilders and a like sum of twenty-five guilders to the poor, with the proviso that he shall remain in custody until the aforesaid payments are made.

* A *schout* was a law enforcement officer with the additional powers of a prosecuting attorney.

Commissary Dijckman, plaintiff, against Rut Adriaensz *Kleermaker*, defendant, and Lijsbet Rosekrans, on account of carnal intercourse committed together according to mutual [44] confession on the seventh of this month at the house of the said Rut Arentsz.

Rut Arents declares that she, the said Lijsbet Rosekrans, is and will remain a whore and that he does not want to marry her.

The aforesaid Rut Arentsz and Lijsbet Rosekrans are ordered to appear on the next court day to hear the sentence of the court.

Joannes Dijckman

Upon the request of the Hon. Magistrate Jan Labatie for permission to build on the corner of the first kill and to have the lot between the kill and the lot provisionally enclosed by Sander Leendertsen, said request is granted upon showing him the proper alignment.

Joannes Dijckman
Abram Staas
Rut Jacobsz
Jan Labatie
Volckart Jansz
Andries Herberts
Cornelus Tonisen

Ordinary Session, Tuesday, March 4, 1653

Present:

J. Dijckman
A. Staets
R. Jacobsz

J. Labatie
V. Jansz
A. Hepertsz

Jan *Smit*, plaintiff, against Jan Gauw, defendant, for wounds inflicted by defendant on plaintiff's hand.

The court having heard the arguments on both sides and considered what took place at the last session, decides and orders, as it does hereby, that defendant shall pay plaintiff immediately the surgeon's fees, without the plaintiff having anything to claim on account of permanent injuries.

[45] The written complaint and demand being read by the president, *ex officio*, against Herman Bastiaensz, for cutting down the street line post, and the court having considered the serious consequences which in future might result therefrom, but being in hopes that he will behave better in the future, he is ordered by this court to pay the commissary, in

his capacity as officer, a fine of fifty guilders, and in addition to make promise of better behavior.

Dirrick Jansz Kroon, against Herman Bastiaenz, defendant, on account of a dispute about former accounts.

Firstly, as to the collecting of the money, they are referred to the judgment heretofore rendered.

Secondly, as to the gunstock making, they are referred to Ariaen Jansz van Leyden and Master Ariaen van Ilpendam, arbitrators and referees, in order to come to an agreement if they can, of which a report is to be made to this court.

Giertgen Nannix, being cited before the court, at the request of Commissary Dijckman, declares that Rut Arentsz before going home [promised that he would] legally marry her and that to that end he would give her a ring as a pledge of marriage before sleeping with her.

Commissary Dijckman, plaintiff, against Elbert Gerbertsz and Jacob *de Timmerman*, defendants, for having wounded each other in the neck and caused blood to flow.

The parties are ordered to present their evidence at the next session of the court.

Pieter Bronck has stood bail for the appearance of Elbert Gerbertsz on the next court day.

[46] A petition was read from the respective bakers in Beverwijk, requesting mitigation of the ordinance concerning the baking of white bread, pretzels, and cookies to be sold to the Indians. Resolved to refer the petitioners to the ordinance.*

Joannes Dijckman
 Abram Staas
 Rutger Jacobsz
 Jan Labatie
 Volckart Jansz
 Andries Herberts

* See *LO*, 112–113.

Ordinary Session, Tuesday, March 18, 1653

Present:

J. Djickman
R. Jacobsz
V. Jansz

Jan van Hoesem, plaintiff, against Merten *Metselaer*, defendant.
Parties' first default.

Jan *de Visser*, plaintiff, against Merten *Metselaer*, defendant.
Defendant's first default.

Dirrick Bensingh, plaintiff, against Merten *Metselaer*, defendant.

Jan Labatie, plaintiff, against Jochem *Becker*, defendant.
Defendant's first default.

Commissary Djickman, plaintiff, against Abraham Pietersz Vosburgh, defendant, for *f*16, which he must pay to Arent Schapenbout and which the commissary desires shall be paid to him on account of a fine.

Resolved, that the same shall for the present remain attached; also the money which is due to him from Merten *de Brouwer*, wherefore the court messenger is ordered to attach the one and the other again until such time as this court shall make a further decision in the matter.

[47] Pieter Rijverdingh, plaintiff, against Jacob Luyersz and Jan Machielsz, defendants, for messenger fees amounting to *f*18:15:—.

Defendants say that Sander Leendertsen must pay the same according to the judgment previously rendered by this court.

Ordered that the plaintiff may cite the parties or Sander Leendertsen to appear on the next court day.

Jan Labatie, plaintiff, against Jacob Hap, defendant, on account of fighting and a blow with the fist.

Plaintiff's first default.

A petition having been read from the respective bakers residing in Beverwijk, whereby they request permission to sell some white bread for the Indians, especially cake, for reasons more fully set forth in the petition, it is decided that as the president and some of the members of

this court are to leave for the Manhatans, they may discuss the matter with the hon. general, the report whereof shall be awaited. Until such time the petitioners must have patience and shall not be allowed to sell either to the Indians.

Joannes Dijckman
Rutger Jacobsz
Volckart Jansz

Extraordinary Session, Saturday, April 5, 1653

Present:

The Hon. *Fiscal* Thienhoven*
Paulus Leendertsz
Maximiliaen van Geel
J. Dijckman
A. Staets
J. Labatie
V. Jansz
A. Herpertsz
C. Theunisz van Westbroeck

The honorable *fiscal* and the delegates from the city of New Amsterdam have in the presence of the commissaries of this inferior court of justice verbally and in writing set forth and explained the reasons which have induced the hon. director general and council of New Netherland to send the aforesaid delegates hither, said reasons being in the main twofold, namely:

Firstly, that the ordinances heretofore issued concerning the malting and using of hard grain for brewing purposes† have been duly published by this court and observed [48] as far as practicable, in connection with which the honorable delegates in the name of the hon. director general and council of New Netherland thank the commissary and members of this court for the timely warning in regard to the consumption [of beer] as aforesaid, but that the court of the colony of Rensselaerswijck has thus far failed to put into execution the orders regarding the publication, posting, and observance of the aforesaid well-meant and necessary

* Cornelis van Thienhoven, *fiscal* of New Netherland and member of Stuyvesant's council; Paulus Leendertsen vande Grist and Maximiliaen van Geel, *schepens* of the newly formed municipality of New Amsterdam.

† See *LO*, 111.

ordinances. For this reason the honorable *fiscal*, together with the Hon. Paulus Leendertsen and Maximiliaen van Geel, were sent in order that they, with Commissary Dijckman and two members of this court, whereto after deliberation were chosen Abraham Staets and Jan Labatie, might request them, namely those of the court of Rensselaerswijck aforesaid, once more and finally, to publish and post the same. For which purpose the court messenger, Pieter Reverdingh, was sent to the director of the colony, Jan Baptista van Rensselaer,* to inquire when it would be convenient for his honor to have their honors call upon him, whereupon the court messenger reported that he received for answer that his honor would let them know in the afternoon.

Secondly, the honorable *fiscal* and the delegates aforesaid have exhibited an order for a day of fasting and prayer to be held on the 9th of this month, being Wednesday, and thereafter on the first Wednesday of each succeeding month,† which it resolved to communicate to the court of the aforesaid colony and subsequently to the Reverend Domine Gideon Schaets, in order that it may thus be observed and punctually carried out in accordance with the good intention and meaning of the hon. general and council of New Netherland.

[49] Extraordinary Session, Thursday, April 10, 1653

Present:

The honorable *fiscal*‡
 Paulus Leendertsz
 Maximiliaen van Geel
 J. Dijckman
 J. Verbeeck
 J. Thomasz

For the accommodation of the good inhabitants here, surveyors have been summoned to lay out some lots beyond Gijsbert Cornelisz, from his lot to the palisades of the land in use by Thomas Jansz, which surveyors having reported that eight lots, each forty Rhineland feet wide, may be conveniently laid out, the first lot is given to Commissary

* Jan Baptist van Rensselaer, son of Kiliaen, was director of the patroonship from 1653 to 1658.

† This day of fasting and prayer was probably precipitated by news of a meeting in Boston to decide whether the New England colonies would unite for an attack on New Netherland. Massachusetts declined and nothing came of the threat.

‡ Cornelis van Thienhoven.

Dijckman, the second to Domine Gideon Schaets, the third to Abraham Staets, the fourth to Jan Labatie, the fifth to Adriaen Jansz van Leyden, and the sixth to Pieter Rijverdinck, the other [two] lots to be granted later when there is occasion for it.

Cor. Van Tienhoven
Joannes Dijckman

Extraordinary Session, Saturday, April 12, 1653

Present:

The honorable *fiscal*
Paulus Leendertsen
M. van Geel
J. Dijckman
R. Jacopsz
A. Herpertsz
J. Verbeeck
J. J. Schermerhooren
C. Theunisz
Jan Thomasz

Commissary Dijckman having submitted to the court that yesterday, with the consent and order of the honorable *fiscal*, he had caused Jochem *Becker Backer** to be summoned by Pieter Reverdingh, the court messenger, because in violation of the ordinance he had in the absence of the commissary publicly blown the horn to sell white bread,† directly contrary to the tenor of the ordinance of the hon. director general, and in addition given out and stated to the Hon. Abraham Staets that he had permission thereto from the aforesaid commissary, he has appeared before the court and persisted in his statements, and appealed to Hendrick Jansz Westerkamp, also a baker in Beverwijck as a witness, who being also summoned to appear by order of this court, was asked whether he, Westerkamp, had any knowledge thereof, whereupon he declared, No, so that the statement is found to be untruthful.

The court having considered the evil consequences and results which

* Jochem Wesselsen's professional surname frequently reflects his trade as baker in both German, *Bäcker* (spelled *Becker* in the records), and Dutch, *Backer*.

† It was customary for a baker to announce that fresh bread was ready for sale by blowing a horn.

might arise if no proper provision were made, especially at this juncture of time, [50] in the matter of disregard of the well-intentioned ordinances of the hon. director general and council of New Netherland and false accusation of the commissary, therefore condemn the aforesaid *Becker*, as they do hereby, to pay a fine of fifty guilders within twenty-four hours, on pain of attachment, one-third to go to the poor.

This court having seen and read the written complaint and demand of the Hon. *Fiscal* Cornelis van Thienhooven against Jochem *Becker Backer* in Beverwijck, and the proper evidence in the case, showing contempt of this court and that some time ago he not only slandered the Hon. Magistrate Volckart Jansz and called him names, but also wanted to attack him by force with the sword which he had put on, demanding that his honor should go outdoors where he intended to cut him to pieces; also that he has failed to show proper respect for this court and has refused to move the pigpens according to the order of this court* which to the annoyance and detriment of his neighbor he had erected in front of the door; furthermore that he has unjustly accused the honorable magistrates, namely, by stating that when they came out of court they reported what had taken place at the house of Jan van Hoesem; and that he has falsely charged Commissary Dijckman with having offered to Jan van Hoesem to deliver to him the lot of Willem Juriaensen for three beavers, all according to his own confession made before this court; all of which are matters of very serious consequence; therefore, this court has unanimously decided, as it does hereby, to condemn him, on promise and in hopes of better behavior, to pay a fine of one hundred guilders, to be paid within twenty-four hours, on pain of immediate attachment, or the double amount within forty-eight hours, and so on in succession, whereof one-third is to go to the poor, one-third to this court, and one-third to the officer. Also that he shall immediately tear down and remove the pigpens, or that they shall be immediately torn down by order of this court.

* See the May 29, 1652, session.

[51] Extraordinary Session,
Post Meridiem,
April 12, 1653

Present:

The honorable *fiscal*
Paulus Leendersen
Maximiliaen van Geel
J. Dijckman
R. Jacopsen
A. Herpertsen
J. Thomasz
C. Theunisz van Westbr.

Before this court appeared Jan van Hoesem and Willem Juriaensen and exhibited a certain contract made between them under date of the 30th of January 1650.*

Parties on both sides having been heard and the matter being duly considered, it is decided and ordered by the court that the aforesaid contract shall in all its parts and according to the tenor thereof be completely observed and carried out by the parties on both sides, with the understanding that the property mentioned in the contract shall be placed in the hands of Jan van Hoesem to have the use thereof, according to the terms of the said contract. Furthermore, to prevent all further disputes and differences, it is ordered that Willem Juriaensen shall have to comport himself as a decent old man should and at noon and in the evening come to meals at regular hours as is proper and shall also have to be satisfied with the ordinary food which Jan van Hoesem daily provides for himself and his family; therefore, that Jan van Hoesem is not bound to supply Willem Juriaensen outside of his own house with food, or drink, or money for board.

* See *MCR*, 174, for a reference to this contract.

Ordinary Session, Tuesday, April 29, 1653

Present:

J. Dijckman
R. Jacopsz
A. Herpertsz
J. Verbeeck
J. J. Schermerhoorn
Cor. Theunisz van Westbroeck
Jan Thomasz

Jan Barentsz Poest, plaintiff, against Merten *de Brouwer*, defendant, for two thousand bricks delivered by plaintiff to the defendant.

Defendant admits that he is indebted for the bricks and that he has built his malt kiln with them.

Plaintiff says that he heard Hendrick *de Moff** say that the defendant broke his contract first.

The court orders the plaintiff to produce the evidence at the first opportunity, which he claims to have of the breaking of their contract, when this court will consider the matter further and make a decision.

The Reverend Domine Gideon Schaets having appeared before the court requests to have a garden heretofore drawn by lot by Dirrick Bensingh, [marked] No. 24.

[52] The said Dirrick Bensingh having appeared, has offered to relinquish the same, and it is therefore given to his Reverence.

Dirrick Bensingh is granted a garden behind the fort, No. 11, with the consent of the Hon. Jacob Jansz Schermerhoren, who gets No. 16 in place of it.

The garden heretofore provisionally given to Dirrick Bensingh, next to Ariaen van Alckmaer, we have decided to give to Hendrick Jochemsz, upon condition that he, Hendrick Jochemsz, shall compensate Dirrick Bensingh for the palisades, clearing of stone, and it being left to the discretion of the Hon. Andries Herpertsz and Jan Verbeeck to indicate to said Bensingh how much he is entitled to claim therefor.

Steeven Jansz, plaintiff, against Merten *de Brouwer*, defendant, for 187

* derogatory name for a German

guilders due by defendant to plaintiff for wages earned by him, in regard to which judgment has already been given.

Defendant promises to do his best to pay within 8 or 14 days at the longest *f*50; another *f*50 a month later, and the rest at the first opportunity.

Dirrick Bensingh, plaintiff, against Merten *de Metselaer*, defendant, for *f*104:– for goods delivered.

Defendant admits the debt.

The court orders defendant to pay plaintiff the aforesaid sum of *f*104:– on the first of August next ensuing, on pain of attachment.

Jochem *Becker*, plaintiff, against Jan van Hoesem, defendant, for throwing dirty water and dregs on plaintiff's [53] lot.

Defendant and his family are ordered by the court to refrain therefrom, on pain of [forfeiting] the first time twelve guilders, the second time twenty-four guilders, and [of being subjected] the third time to arbitrary correction.

Upon the request of the Hon. Jan Labatie that the case between Rut Arent and Lijssbet Rosekrans pending before this court might be disposed of, the officer is requested and ordered to have the complaint and demand ready at the next session of the court.

There was read a petition of Thomas Sanderts and Master Ariaen van Ilpendam, praying for extension of time in which to fence in their garden heretofore granted to them. Time is given them until the first of October next.

There was read a petition from Abraham Pietersz Vosburgh, praying for permission to now and then tap beer by the pail for the citizenry. As the same is contrary to the ordinance, the request is denied.*

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Jan Thomasz
Cornelus Tonisen
Jacob Jansen Schermerhooren

* See *LO*, 110.

Ordinary Session, May 13, 1653

Present:

Rut Jacopsz
An. Herpertsz
J. Verbeeck
J. J. Schermerhoorn
C. T. van Westbroeck
J. Thomasz
J. Dijckman

Dirrick Jansz *Vaendrigh*, being asked whether he was willing to work over there on the gristmill, or not, says, No, and is guilty therefore of contempt of the order of both courts.

Pieter Hartgers declares that he does not recognize in this matter the order of the magistrates, but only of the hon. general.

Goosen Gerretsen declares that if the hon. general orders it, he will work.

Volckert Jansz declares that if it were erected between the boundary posts, he would do so, otherwise not.

[54] Jochem *Becker*, being summoned to appear, is notified that he must this day pay the fines heretofore imposed on him, amounting to *f*250:–, on pain of forfeiting *f*12 additional for each day that he delays to pay.

Rut Jacopsz, plaintiff, against Jacob Clomp, defendant, for the balance of a *last* of wheat, which defendant promised to deliver to plaintiff according to contract and of which 12 *schepels* have been delivered.

Parties are ordered to produce their documents and proofs on the next court day.

Jan Barentsz Poest, plaintiff, against Merten *de Brouwer*, defendant, for payment of 2,000 bricks.

Parties satisfied.

Philip Pietersz, plaintiff, against Willem Albertsz, defendant.

Defendant's first default.

There was read a communication from the Hon. Cornelis van Thienhooven, *fiscal*, in the name of the hon. general, besides one of Rensselaer together with Domine Schaets. Resolved to write about it to the hon. general.

Frans Barents, Jacob Jansz Schermerhoren, and Sijmon Volckertsz, having appeared, request that they may be excused from paying the fines for not yet having fenced in their gardens.

Granted in view of the fact that they have already taken possession of the said gardens.

Willem Juriaensen having appeared before the court and offered that he is still willing to fulfill the contract made between him and Jan van Hoesem, he is informed that he can have his opponent summoned to appear on the next court day.

Joannes Dijckman
 Rutger Jacobsz
 Andries Herberts
 Jan Verbeeck
 Jacob Schermerhooren
 Cornelus Tonisen
 Jan Thomasz

[55] Extraordinary Session, June 6, 1653

Present:

J. Dijckman
 R. Jacobsz
 A. Herpertsz
 J. Verbeeck
 J. J. Schermerhoorn
 C. Thuenisz van Westbroeck
 Jan Thomasz

Philip Pietersz Scheuler, plaintiff, against Willem Albertsz van Monickendam, defendant, for contempt of this court in escaping on the 13th and going away on the 14th of May last with his yacht, which the plaintiff had attached, and for some insults offered to the president in person, which on trial the defendant could neither prove nor make good.

The witnesses being heard and everything being considered that pertains to the case, the defendant is ordered to pay to the officer of this bench the sum of forty guilders, in addition to the costs of the extraordinary session and messenger fees, the defendant being ordered to pay the said sum within twenty-four hours and to declare, as he has done, that he has nothing to say about the officer, nor about the plaintiff, Philip Pietersz, but what is fair and honorable.

| | |
|----------------------------------|-------------|
| Fines | f40.- |
| Messenger fees | 7.[10] |
| Extraordinary session, two days. | <u>32.-</u> |
| Total | f79.10 |

Joannes Dijckman
 Rutger Jacobsz
 Andries Herberts
 Jan Verbeeck
 Jacob Schermerhoor[en]
 Cornelus Tonisen

Ordinary Session, June 10, 1653

Present:

Dijckman
 R. Jacobsz
 A. Herpertsz
 J. Verbeeck
 J. J. Schermerhoorn
 C. Theunisz van Westbroeck

Evert Pels, plaintiff, against Rut Arentsz, defendant.
 Defendant's first default.

Claes Jacobsz, plaintiff, against Claes Cornelisz Croon, defendant, for a year's rent of a house standing at the Manhatans, hired by defendant, Claes Rips and Frans [*left blank*], for the sum of one hundred guilders, to be paid by them [jointly and] severally, and due on the 27th day of March 1652.

The court orders defendant to pay plaintiff the sum of one hundred guilders within the space of three weeks, on pain of attachment.

Steven Jansz, plaintiff, against Rut Arentsz, defendant.

Defendant's first default.

[55a] Willem Fredrixsz, plaintiff, [against] Juriaen Theunisz, defendant, for f57 due to plaintiff.

The court orders defendant to pay plaintiff the aforesaid sum of f57 within the space of six weeks.

Commissary Dijckman, plaintiff, against Jacob Clomp, defendant, for having sold some brandy or strong drink to the Indians, according to the deposition.

The court orders that his person and yacht shall remain attached until the witnesses who made the aforesaid deposition shall have been further examined under oath and the court have further investigated the case.

Resolved to post an order prohibiting [people from letting] chickens, hogs, or other animals come on the bastions of the fort and requiring said bastions to remain properly closed, on pain of forfeiture [of said animals] at the discretion of the court.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Jacob Schermerhoor[en]
Jan Thomasz

Ordinary Session, June 17, 1653

Present:

J. Dijckman
R. Jacobsz
A. Herpertsz
J. J. Schermerhooren
Jan Verbeeck
Jan Thomasz

Andries de Vos, appearing before the court, requests that inasmuch as Jan Labatie has conveyed to him his lot No. 4, past Thijsen's, he be granted the ownership thereof on the usual conditions and writing.

Whereupon Labatie, being summoned, has approved the same and the request is granted.

Commissary Dijckman, plaintiff, against Albert Gerritsz, defendant, for fighting with Lambert Cornelisz, on the second of June last, [55b] in the company's garden.

The deposition about the fight being examined and the defendant being found guilty according to the contents of the deposition, the defendant is ordered to pay the plaintiff within three days the sum of forty guilders, with costs.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Jacob Schermerhooren
Jan Thomasz

Extraordinary Session, June 19, 1653

Present:

J. Dijckman
R. Jacobsz
A. Herpertsz
J. Verbeeck
C. Theu. v. Westbroeck
J. J. Schermerhooren

Gillis Douwsz Fonda, plaintiff, against Jan Dirrixsz van Bremen, defendant, for delivery of a hog, for which he delivered a half *anker* of brandy and [paid] some incidental expenses, amounting to about *f*30:–, for the payment of which the Hon. Rut Jacobsz has become surety.

Aert Aertsz, plaintiff, against Jan Dirrixsz van Bremen, defendant, on account of *f*10 for some stockings, which the defendant is alleged to owe the plaintiff.

The plaintiff declares that he does not know whether they were charged or not when they settled their accounts.

The defendant refers to his account.

The parties are ordered to examine the account and if not paid, [the

defendant is] to satisfy [the plaintiff].

Jan Dirrixsz van Bremen declares under solemn oath that Jacob Sijmonsz Clomp, bark skipper, lately sold brandy in a kettle to the Indians at Catskill. Furthermore, in the form of an ordinary declaration, that some beavers' worth of brandy was sold by Jacob Clomp to the Indians at the Esopus, according [56] to the complaint made to him by some inhabitants of the Esopus, who declared that they suffered great annoyance from them in consequence thereof. And as to Katskill,* that the trouble and difficulties which have arisen are the result thereof and are also due to Kit Davitsz.

This day, Jacobus Theunisz van Naerden has by solemn oath confirmed the above deposition concerning the sale of brandy by Jacob Clomp, as shown by his signature.

Willem Fredrixsz has stood bail for Jacob Sijmonsz Clomp on account of the selling of strong drink to the Indians in the sum of ten hundred guilders and signed [the bond] with his own hand.

Jacob Clomp is granted permission to sail for the Manhatans, on condition that he take on board or with him as much grain as he can get to be delivered at the Manhatans.

Jacob Clomp has admitted before this court that he sold a kettle to the Indians and that after the payment was made, there being 8 or 9 stivers too much, he gave the Indians brandy therefor.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jacob Schermerhooren

[57] Ordinary Session, Tuesday, July 5, 1653

Present:

J. Dijckman
R. Jacopsz
J. J. Schermerhooren

Evert Pels, plaintiff, against Rut Arentsz *Kleermaker*, defendant, for the sum of *f*134:5, for cloth furnished to him.

* At this time the jurisdiction of the court of Fort Orange and Beverwijck included the settlements at the Esopus and at Katskill.

Defendant's third default.

The court orders the defendant to pay the plaintiff the above-mentioned sum of *f*134:5, within the space of three weeks, on pain of attachment.

Elmerhuysen Kleyn, plaintiff, against Thomas Jansz, defendant, about the purchase of 34 *schepels* of maize, at 30 stivers.

Parties appeal to Dirrick Bensinck. Case adjourned until the next court day.

Pieter Bronck, plaintiff, against Jan Machielsz, defendant.

Plaintiff's first default.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jacob Jansen Schermerhooren

Ordinary Session, July 8, 1653

Present:

J. Dijckman
A. Herpertsz
J. Verbeeck
C. Theu. Westbroeck

Pieter Bronck, plaintiff, against Jan Machielsz, defendant, for the sum of *f*78:–, which defendant owes plaintiff and for which the president became surety.

Ordered that the defendant shall pay the plaintiff within the space of three weeks, or else that the surety shall be bound to do so.

Pieter Winnen, plaintiff, against Jacob Adriaensz *Rademaker*, defendant, on account of the making of a wagon for the harvest, one-half of the payment for which he has already received, but which he fails to deliver.

The court orders the defendant to finish the wagon at the earliest opportunity [58] and to deliver it to the plaintiff, or, if he remains in default, to compensate the plaintiff for his loss, the plaintiff being authorized to recover such loss from the defendant where and in such a way as he shall see fit.

Herman Bastiaensz, plaintiff, against Dirrick Jansz Croon, defendant, in regard to disputed accounts.

Decided that Herman Bastiaensz shall first return three beavers and thereafter half of the money of Goosen Gerritsen, whereupon receipts signed by both parties shall be exchanged and parties must be satisfied.

Joannes Dijckman
Andries Herberts
Jan Verbeeck
Cornelus Tonisen

Ordinary Session, July 15, 1653

Present:

J. Dijckman
R. Jacobsz
J. Verbeeck
A. Herpertsz
J. Thomas
C. T. v. Westbr.

Paulus Schrick, plaintiff, [against] Femmetgen Albertsz, defendant, for *f*100 or 12½ beavers, according to obligation.

The court orders the defendant to pay the aforesaid sum of one hundred guilders to the plaintiff before the departure of the ships for *patria*, on pain of attachment, the house to be plaintiff's security and he to be preferred to others.

Mariken ten Haer, plaintiff, against Jochem *Becker*, being charged with having beaten her at the house of Hendrick Jansz Westerkamp and thrown her goods into the street, according to the declaration of Hendrick Jansz Westerkamp.

Defendant's first default.

Jacob Clomp, plaintiff, against Jan Dirrixsz van Bremen, defendant, for two hundred twenty-seven guilders, which defendant is alleged to owe plaintiff.

Plaintiff swears to the correctness of his book, showing that so much is due him by balance of accounts and confirms the debt by oath.

[59] The court orders the defendant to pay the plaintiff the above-

mentioned sum of two hundred twenty-seven guilders and not to depart without having given security for the payment to the satisfaction of the plaintiff.

Marten Marttensz declares that by order of Jacob Sijmonsz Klomp he passed a little brandy in a kettle over the side of the bark to the Indians at Katskill.

The court having seen the written complaint and demand of Commissary Dijckmans, plaintiff *nomine officio* against Jacob Sijmonsz Clomp, defendant, for having sold brandy to the Indians, and having examined the sworn testimony and all further evidence in the case, the honorable members of this court therefore condemn the defendant to pay immediately a fine of two hundred fifty guilders, two-thirds to go to the officer here and one-third to the bench, on condition that if further evidence be found that he has done so, he shall be punished at the discretion of the court.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Cornelus Thonisen
Jan Thomasz

Extraordinary Session, July 25, 1653

Present:

J. Dijckman
Rut Jacopsz
And. Herpertsz
Cor. Theunisz
J. J. Schermerhooren
J. Thomasz

Merten Ottesen, plaintiff, against Willem Albertsz van Monickendam, defendant, for 34 beavers and *f2:-*, which the plaintiff claims the defendant owes him for the sale of a yacht called *Den Gloeyende Oven*, sold by the plaintiff to the defendant according to the bill of sale.

The court, having examined both parties and duly considered the case, orders the defendant to pay the plaintiff the above-mentioned sum of 34

beavers and *f*2:– before sundown and to bring it here into court, [60] provided that the defendant shall also be bound to pay the costs of the trial and to appear here before the court with the beavers, on pain of attachment.

Joannes Dijkman

Ordinary Session, August 19, 1653

Present:

Rut Jacopsz
An. Herpertsz
Cor. Theunisz
Jacob Schermerhooren

Jan Lamontagne, plaintiff, against Adriaen van Ilpendam, defendant, for *f*64, which the defendant owes A. Keyser on account of the defendant's father's estate, as shown by said Keyser's accounts.

The defendant states that he has not had so much, but only [goods to the value] of *f*55:5, as may be seen by his promissory note.

The arguments on both sides having been heard, the honorable court orders A. Keyser to present further evidence against the defendant, to which reference is made by him in his letter.

Furthermore, the plaintiff, as attorney in the name of his honorable father,* demands of the defendant the sum of *f*88:– earned by the plaintiff in curing the defendant's wife. As the defendant says that to the best of his knowledge *f*51:15 was paid to the plaintiff, the court orders the defendant to pay the attorney, as plaintiff, the remaining sum of *f*36:5, before the plaintiff's departure from here. In case the attorney finds afterwards that the aforesaid money was not paid and feels himself aggrieved, he may further seek to recover the aforesaid *f*51:15 from the defendant.

* Doctor Johannes de la Montagne.

[61] Ordinary Session, October 14, 1653

Present:

J. Dijckman
Rut. Jacopsz
An. Herpertsz
J. Verbeeck
J. J. Schermerhooren
Cor. Theunisz

Commissary Dijckman, plaintiff, against Hendrick Jochem and Lourens Jansz, defendants, on account of fighting and wounding of the person of Lourens Jansz, and against Lourens Jansz on account of the disturbances at Hendrick Jochem's house and beating Hendrick Jochem's wife.

The court having examined all the evidence in the case, condemn the defendants to pay fines, to wit, Hendrick Jochems in the sum of forty guilders and Lourens Jansz in the sum of thirty guilders, with the stipulation that they must henceforth leave each other unmolested and in peace, on pain of further action by the court.

Commissary Dijckman, *nomine officio*, plaintiff, against Jacob Luyersz, defendant, on account of an assault committed on the 9th of this month on the public street upon the plaintiff and the *Heer* Slechtenhorst.*

Case adjourned until the next court day. Meanwhile the plaintiff is requested to present his written complaint and demand, the defendant being sent home to file his answer on the next court day.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Cornelus Thonisz

Monday, October 21, 1653

Present:

The Hon. General
J. Dijckman
R. Jacopsz

* Brant Aertsz van Slichtenhorst, director of Rensselaerswijck from 1648 to 1652

An. Herpertsz
J. Verbeeck
J. J. Schermerhoren
Cor. Theunisz

Whereas some extraordinary expenses have been incurred in repairing the fort, building the guardhouse and executing other works, and some other work still remains to be done, such as making necessary repairs to the bridge in the village of Beverwijck, which make it necessary to raise funds out of which the expenses incurred or still to be incurred for necessary [62] repairs may be defrayed; therefore, the honorable general and the honorable magistrates of the aforesaid Fort Orange and the village of Beverwijck having made a general calculation of the expenses incurred and still to be incurred, the said honorable general and the honorable magistrates have for the present time not been able to find a more expedient or suitable means [of paying these] than by levying a general tax on the houses, lots, and private persons trading here, as follows:

A finished dwelling house shall pay fifteen guilders, and if the house is leased, the tenant and the owner shall each pay one-half.

A vacant lot or garden, half as much; and

A private person, not having any house or lot, one pound Flemish. And the worthy Abraham Staets, captain of the burgher guard, and Sander Leendertsz are hereby authorized to collect the aforesaid moneys once for all, and after collection, to make payment to the creditors in the presence of the aforesaid court, in the absence of the honorable general, and as treasurers to take care of the surplus, to be used and employed on other occasions as the needs of the aforesaid village and Fort Orange may require.

Thus done and ratified on the 21st of October and taken up again on the 22d of October 1653, in Fort Orange in N. Netherland.

P. Stuyvesant
J. Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Jacob Schermerhooren
Cornelus Thonisen

[63] Wednesday, October 22, Anno 1653

The documents in the suit between Willem Juryaensen and Jan Fransen van Hoesem, growing out of a contract made and entered into by them on the 30th of January 1650,* have been examined and inspected by the honorable general and the magistrates of Fort Orange and the village of Beverwijck, which said contract the parties on both sides have failed to fulfill, especially the plaintiff, Willem Juryaensen, as shown by his categorical answer made on the 30th of November 1651 before the court of the colony, as follows: "Willem Juryaensen, being asked by the court whether he is willing to fulfill the contract entered into on the 30th of January 1650 with Jan van Hoesem, answers, No. Agrees with the record, Anthony d'Hooges." By which answer the defendant, Jan van Hoesem, claims and maintains that the contract has been broken by the plaintiff himself and that therefore he is not bound by it.

The defendant further says and maintains that the plaintiff, Willem Juryaensen, has broken the aforesaid contract not only by words, but also by deeds, in failing to perform or carry out the stipulations of the contract, namely, to serve the defendant and to teach him to bake, and by removing the baking utensils prevents the defendant from baking and makes it impossible for him to do so.

The court, therefore, finds that according to the foregoing statements the contract was violated and annulled by the plaintiff himself and that under the rule of law the defendant might be relieved of the necessity of pleading and the plaintiff's claim and demand be denied. However, in view of a subsequent judgment given by the aforesaid court and also considering the needy circumstances of the plaintiff and the fact that the defendant by virtue of the contract has built upon a part of the lot claimed by the plaintiff, and that the parties cannot live together, the hon. general and the magistrates order that the plaintiff shall as long as he lives stay in the old bakehouse, have the use of the bake oven and the utensils belonging thereto, together with his own furniture and household goods, and be free to dispose of them as he shall see fit. As to the claim of the lot, which by virtue of the contract was partly built upon by the defendant, the plaintiff, Willem Juryaensen, occupies the same only by sufferance and is not entitled thereto by any patent or conveyance; consequently, he is not able or competent to dispose thereof as he might do of his own property. However, in view of the plaintiff's poverty and the fact that he has resided for a considerable time on the aforesaid lot and used it as a

* The contract does not survive; however, see *MCR*, 119, for a reference to this contract.

garden, the director general and [64] the magistrates aforesaid order and decide that the defendant, Jan van Hoesem, shall pay the plaintiff for improvements the sum of one hundred twenty-five guilders, in three installments, to wit, one-third cash, one-third a year from this date, and the last third within two years, the parties respectively being ordered to acquiesce herein on pain of being fined twenty pounds Flemish, to be applied at the discretion of the court. And in case it should hereafter be found that the plaintiff, Willem Juryaensen, according to his wont, should continue to blaspheme and abuse the name of God or His service, or any of the magistrates of the court, whether in general or in particular, he shall without exception be corrected by the court, either by infliction of banishment or corporal punishment, as the case may require.

Thus done and decided, this 22d of October 1653, by the session in Fort Orange.

The hon. director general has engaged as surveyor, for the service of the court and the burghers here, Harmen Bastiaensen *Timmerman*, who has taken the following oath before the hon. director general:

I, Harmen Bastiaensen, promise before the hon. director general that in the office of surveyor I shall conduct myself uprightly, without making any false returns either in favor or to the prejudice of anyone. So, help me God Almighty.

[65] Tuesday, November 25, 1653

Present:

J. Dijckman
 R. Jacobsz
 A. Herpertsz
 J. Verbeeck
 J. J. Schermerhoren
 C. Theunisz van Westbroeck

Pursuant to the judgment rendered on the 12th of the preceding month, Volckgen Jans, on behalf of her husband, Jan Fransz van Hoesem, who is absent, has in accordance with the aforesaid judgment brought into court forty guilders, being the first payment or installment which he, Jan van Hoesem, is to pay to Willem Juryaensen, thereby complying thus far on her part with the aforesaid judgment, which forty guilders have been handed to the collector, Pieter Reverdingh, to be turned over to Willem Juriaenz, and in case he, Willem Juriaensen, refuses to accept and

receive them, the said Reverdingh shall report the circumstances on the next court day.

In order to stop and prevent the excise frauds of beer and wine as much as possible in the future, it is decided to have the following notice posted, in order that every burgher and inhabitant of this jurisdiction may govern himself accordingly and at the same time to give the president in his capacity as officer power to inspect the houses and cellars of all tapsters when there is occasion for it or necessity may demand it.

Notice

Whereas in the presence and with the approval of the hon. director general it has been decided by this court that, in order to stop and prevent as far as possible all frauds of the excise of beer and wine, every burgher and inhabitant of this jurisdiction, as well as the tapsters, before having their purchased heavy beer and wines carried into their houses and cellars, shall be bound to obtain, or cause to be obtained, a proper certificate from the collector, Pieter Reverdingh, without paying however any excise, but only a fee of two stivers for the writing of the certificate of delivery, [66] on pain of forfeiture of the beer, wines, or distilled liquors, and in addition of paying the requisite fine; therefore, this is hereby brought to the notice of the community, in order that every one may in the future govern himself accordingly and prevent his suffering any loss, notwithstanding it has heretofore been ordered and proclaimed that no sloops coming from the Manhatans may unload before they have obtained consent or the officer has been on board to make a proper inspection, on pain of incurring the penalty provided for it.

Thus done at the session of this court, in Fort Orange, on the date above written.

Warrant for the president, in his capacity as officer, to inspect the houses and cellars of all the tapsters living within this jurisdiction.

The commissary, Joannes Dijkman, is hereby authorized by this court to inspect on occasion, as often and repeatedly as it will suit his convenience or circumstances may require it, the houses of all tapsters belonging to this jurisdiction, and in case he finds any heavy beer or wines or distilled liquors which have not been entered, to seize these and to do therewith as is proper, and whoever is found to oppose this shall

be dealt with according to the exigency of the case. In witness whereof this is signed in Fort Orange, on the date above written, and was signed: Rutger Jacobsz, Andries Herpertsz, Jan Verbeeck, Jacob Schermerhooren, Cornelis Thonisz, Jan Thomasz.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Jacob Schermerho[ren]
Jan Thomasz
Cornelus Thonisen

[67] Tuesday, December 9, 1653

Present:

J. Dijckman
R. Jacopsz
A. Herpertsz
J. Verbeeck
J. Schermerhoren
Cor. Theunisz
Jan Thomasz

The collector, Pieter Reverdingh, reports to the court that by order of the court he has offered to Willem Juriaensen the forty guilders in sewant, being the first payment or installment which he was to hand said Willem Juriaensz in the name of this court, but that he, Willem Juriaensen, has refused to accept said money. Whereupon it is decided that this money shall for the present remain in the hands of the collector aforesaid, until further order of this court.

Rem Jansz *Smit*, by virtue of a power of attorney from Jan Jansz van Gottenborgh, shown to this court, demands [payment] in his, van Gottenborgh's, name from Merten Herpertsz *Metselaer*, according to a mortgage executed on the 8th of October 1651, * in the sum of fifty-eight beavers, which he agreed to pay even before the departure of the ships and which is not yet paid, [requesting that] in case of longer delay he may proceed to attachment and in that way secure payment.

* The record no longer survives.

Resolved, that the defendant, Merten *Metselaer*, shall be bound to satisfy plaintiff within the space of six weeks, on pain of immediate attachment, according to law.

Commissary Dijkman, plaintiff, against the following persons, on account of their not having built upon or fenced in their lots or gardens assigned and granted to them within the specified time granted to each, on pain of being fined *f25*, and whose time has long since expired.

Adriaen Jansz van Leyden has cited reasons for excuse which are so farfetched that he, the defendant, or the person who claims the title to the lot, shall at the first opportunity have to tender and pay the required twenty-five guilders to the officer.

Gabriel Leendertsen, about enclosing his garden, although he has not built on any lot, according to the order. He offers excuses which are so farfetched that he must build in the spring at the latest on a lot to be requested by, and assigned to, him, on pain of being deprived of the garden and of paying immediately to the officer a fine of *f25* and *f3* for having used abusive language before this court, total *f28*, in case he fails to build.

[68] The commissary, for reasons above written:

Mr. Adriaen van Ilpendam, schoolmaster, who has offered excuses which are accepted as sufficient.

The excuses of Rem Jansz *Smit* being heard, but not judged sufficient, he is ordered to pay at the first opportunity the sum of twenty-five guilders.

Machiel *de Lademaker* condemned likewise in the sum of *f25*.

Pieter Bronck, as above, *f25*.

Goosen Gerritsz likewise in the sum of *f25*.

Pieter Hertgers for not enclosing his two gardens, one of himself and the other of Annetgen Bogardus, @ *f25*:— each, is condemned to a fine of *f50*.

Merten *Metselaer* in the sum of *f25*, for not having built on his lot behind his house.

Lourens Jansz absent, and his first default.

Jacob Clomp and Willem Bout. Parties' first default.

Jochem Ketelhuyn, on account of the garden. First default.

Ellert Gerritsz. First default.

Jacob Luyersz, being summoned and informed of the complaint and demand of the officer, *nomine officio*, on account of the assault committed in the street, appeals to the personal appearance of the *Heer*

Slichtenhorst before this court.

Resolved, to request the *Heer* Slichtenhorst to consent to appear on the next court day, in order to proceed upon a surer foundation.

Hendrick Jochemsz, innkeeper, for smuggling a half barrel of good beer laid in last Saturday.

Defendant acknowledges the fact but states that he has not been able to enter the same on account of the inconvenience of his wife's being in childbed.

Resolved, this first time to overlook the matter, he to pay the excise without any fine, but that in the future he shall have to guard himself against repeating the offense, on pain of paying the full fine provided in such cases.

Elmerhuysen Kleyn and Jan *de Soldaet* being summoned to appear, they are notified that they must henceforth perform the company's service as required, whereupon Elmerhuysen has answered that he was out of the service. Resolved, that the commissary shall inform the hon. general hereof by letter.

[69] Albert *de Timmerman* being cited to appear on account of the enclosing of his garden, first default [is entered against him].

The collector, Pieter Reverdingh, reports to the court that Herman Bastiaensz, Hendrick Jochemsz, and Willem Bout bought some goods of the persons who perished,* which until now they have not paid for. They are ordered to pay the collector without delay for what they have received, on condition that they are to share *pro rata* with the other creditors in the distribution and shall receive what is proper.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Jacob Schermerhooren
Jan Thomasz

* Probably Frans Borremans van Veuren, Jurgen Evertsz van Borcum, and Abraham Jacopsen *Timmerman*, who drowned in a boating accident; see following pages.

Tuesday, December 23, 1653

Present:

J. Dijckman
 R. Jacopsz
 A. Herpertsz
 J. J. Schermerhoren
 Jan Thomasz

Pieter Bronck, plaintiff, against Merten Herpertsz *Metselaer*, defendant, for f358:14:–, which defendant owes plaintiff. Requests payment, or in default thereof, a mortgage to be executed before this court.

Defendant's first default.

Jacob Jansz Schermerhoren, plaintiff, against Merten Herpertsz *Metselaer*, defendant, for what is due by defendant to plaintiff according to his account for goods delivered a long time ago, amounting to f247:– and also for upsetting a canoe, in which were about 30 *schepels* of corn and a *mudde* of beans, which were thereby spoiled and perished through his carelessness.

Defendant's first default.

Albert Gerritsz, plaintiff, against Merten Herpertsz *Metselaer*, defendant, for 32 beavers which defendant [70] owes plaintiff, according to a bond in which he specially binds and mortgages his house, arising from wages earned in building his house and goods delivered to him, upon which the defendant has paid six beavers on account.

Defendant's first default.

Albert Gerritsz, plaintiff, against Rut Arentsz *Kleermaker*, defendant.

Defendant's first default.

Commissary Dijckman, plaintiff, *nomine officio*, against Jacob Symontsz Clomp, defendant, for payment of a fine of f250:– imposed by sentence of the 15th of July last.

Defendant is again ordered by the court to bring this money and to deposit it within twenty-four hours in the hands of the collector, Pieter Reverdingh, on pain of immediate attachment, but with this reservation, that in case he has hereafter any charges to bring against the officer in regard to any words passed at the house of Willem Fredrixsz, according to the deposition exhibited [to the court], he, the defendant, can do so, but

that meanwhile he must comply with the sentence.

This being brought to the defendant's notice, he declares that he is not willing to do so and refuses to satisfy the judgment.

Commissary Dijckman, *nomine officio*, plaintiff, against Willem Fredriksz Bout, defendant, on account of slander, abusive language, and assault committed on the plaintiff when the honorable court on the 9th instant was sitting at the house of Pieter Bronck* to settle the accounts of the persons who perished, namely Frans Borremans, Jurgen Evertsz, and Abraham Jacobsz *Timmerman*, when, as set forth in the complaint and demand of the president and officer, he dared to villify the honorable court there; wherefore it is resolved [71] to insert the same here as follows, to wit:

Commissary Dijckman, in his capacity of officer, *nomine officio*, plaintiff, against Willem Fredriksz Bout, defendant.

Whereas this day two weeks ago, being the 9th of this month of December, the plaintiff was sitting with the members of the court here in the house of Pieter Bronck, innkeeper, to make an estimate of the goods left behind and sold by the persons who perished, namely, Frans Forremans† van Veuren, Jurgen Evertsz van Borcum and Abram Jacopsz *Timmerman*, and of what might be due by and to the joint creditors and debtors, in order to do justice to everyone according to law and to give satisfaction as far as [the money] will go; it happened that the defendant, while the plaintiff sat at the table with some members of the court to make the aforesaid calculation and consider the matter, has dared to assault the plaintiff without a word of warning or reply and in the presence of the court has almost pushed him off the bench on which he sat, so that the honorable court, on account of the confusion which arose from the defendant's attack, were forced to suspend the business commenced. Yes, what is more, after the plaintiff had arisen, he not only threatened to beat him, but in addition often and repeatedly called him an unfaithful man and a rascal and that he had shown himself as such to the defendant, repeating the same statement many times, and whereas this took place publicly and in the presence of the court as aforesaid, it is not necessary to have any further proof than the common and honest testimony which may be secured from the bystanders if necessary.

The plaintiff, therefore, in the capacity aforesaid, demands that the

* At this court session Dijckman spells Pieter Bronck's surname *Pronck*; also again below.

† A mistake for *Borremans*; cf. the name above and below.

defendant, *in vinculis*,* as a criminal and malefactor, [72] shall have to answer for his deeds, and in case the court here, contrary to the plaintiff's rightful expectations, refuses to do justice in the matter, he requests that the defendant may meanwhile remain *in vinculis* until the river is open, in order to be sent in irons to the hon. general and council of New Netherland at the Manhatans to answer there before their honors for his crimes if he can; and otherwise, that he be punished here as an example to others, justice having been made an object of derision, as far as it lay in his power. As the plaintiff trusts that his demand for imprisonment will not be denied, he awaits an order thereon from this court.

This 23d of December 1653, in Fort Orange, and was signed: Joannes Dijckman.

Which complaint and demand having been read and examined by this court, it is resolved by their honors that a copy thereof shall be served on the defendant at his house, with order to deliver his written defense on the next court day, when the further complaint and demand of the officer are to follow.

Maximiliaen de Winter, appearing before the court, requests, in accordance with the recommendation of the hon. general, that he be permitted to dwell in the company's little house, [the same to serve for the accommodation] of himself as well as of the court messenger, Pieter Reverdingh.

The matter being taken into consideration it is resolved and decided that as the clerk urgently needs a small place to write in and to keep his writings and papers, the same shall be kept for this [purpose] in the future with the stipulation that for the present the said de Winter shall also be allowed to reside there until further orders.

The collector, Pieter Reverdingh, has presented to the court his account [73] of the receipts and disbursements of the persons who perished, Abraham Jacobsz *Timmerman*, Jurgen Evertsz van Borcum, and Frans Bormans van Veuren, which is accepted and approved.

Commissary Dijckman, *nomine officio*, plaintiff, against Lourens Jansz, defendant, to reply to the following interrogatories:

* in chains

Interrogatories on which this court is to examine Lourens Jansz, burgher and inhabitant of Beverwijk:

Answers:

1. How old he is and where born?

Answers, 48 years and born at Hoesem.*

2. Whether about four months ago he was not in the Esopus with Commissary Dijckman?

Answers, Yes.

3. Whether, when there, he did not understand and hear Christoffel Davits say, in presence of the commissary, that he, Christoffel, had sold to the Indians at one time 22 *mutsgens* of brandy and afterwards also a half *anker* of brandy?

Answers, Yes.

4. Whether he did not understand and hear Marcelis, the servant of Mr de Hulter, say that he, Christoffel Davits, now and then had sold not one, but several *ankers* of brandy to the Indians, which he, Marcelis, had noticed and seen [74] while he lived there at the house of Christoffel Davits?

Answers, Yes, and that Christoffel Davits himself said that the *sackemaas* of the Indians themselves had been to see him, Kit Davits, and begged him not to sell any more brandy to the Indians, because it caused serious fights and trouble among them.

Which interrogatories, the questions as well as the answers, were sworn to by the defendant before the officer.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jacob Schermehooren
Jan Thomasz

* Husum, a seaport town in Schleswig, Germany

Extraordinary Session, Wednesday, December 25, 1653*

Present:

Everyone,
except Jan Verbeek

Pieter Bronck, plaintiff, against Poulus Thomasz, defendant, for *f*126:15 which the defendant owes the plaintiff.

The defendant being heard, admits that he owes plaintiff *f*109:--.

The plaintiff offers to swear that the entire sum aforesaid is due to him.

The defendant is ordered by this court not to leave this jurisdiction without having satisfied the plaintiff, either by paying him, or by giving good security. Furthermore, the defendant is condemned to pay the costs of the suit, provided that the plaintiff shall advance the money and have a claim on the defendant for the return and restitution thereof. And in case the plaintiff swears that according to his book he is entitled to the entire amount aforesaid, the defendant shall have to pay and satisfy the plaintiff.

It is decided and resolved to have the court messenger summon Jan Barentsz Wemp [75] to appear on the next court day, provided that he, Wemp, bring with him the order he may have from the hon. general as to enclosing the lot next to that of Gijsbert Cornelisz, deceased.

Propositions made this day by Stick Stiggery and others in the name and on the part of the *Maquas*:

First, that this court would write to the French authorities in Canada that the peace concluded between the *Maquas* and the aforesaid French was agreeable to us and that we or the Christians were well pleased with it. To which was answered, Yes, and that at the first opportunity we should communicate the matter to the hon. general.

The *Maquas* further requested that this court would write to the French nation there that in case they had any difficulties and again got involved in war with the French Indians, that the French should keep out of it. Whereupon the *Maquas* were given for answer that this would be written by this court alone.

Which propositions and answers were made in the presence of two

* The date should be December 24.

French delegates, whereupon it was resolved to send the following letters in French or Latin to Messrs de Loison* and Boucher, the contents of which are as follows:

To Monsr. Johan de Loison, governor in Quebec and Pierre Boucher, commander on the three rivers.

To Monsr. Loison Honorable, etc.

We have duly received your honor's welcomed letter of the 19th of the past month of November† and learned both from this letter and the report made by the two Frenchmen who were sent to us and some *Maquas* Indians of the treaty of peace made between your honor's nation and the *Maquas*, in which we rejoice not a little with your honor, seeing that this sad war has to our deep sorrow been carried on for so long between [76] your honor and the said Indians, which we should have liked to have ended sooner, but which it seems could not be brought about. We, on our side, hope that the same may continue for a long time, for the best of your honor and ourselves. On our side we have never failed to ransom the Christian prisoners of your nation out of the hands of these cruel people, as far as it was possible, which by nature and God's command we found it our duty to do and which we therefore did gladly, even at a considerable sacrifice and expense to the community here, as your honor can readily understand yourself. This nation of the *Maquas* has even this day promised us that as far as it is in their power they will observe and carry out the [terms of] peace concluded [with them] and they have requested us to ask your honor that the same might be done on your side, which we doubt not, provided there be no shortcoming on their side.

Furthermore, if they, the *Maquas*, should become involved in any war or trouble with your honor's Indians, they request that your honor and your honor's nation would not interfere, which we could not do otherwise than promise them [to write] and which we therefore do hereby; and which we shall also at the first opportunity communicate by letter to the Hon. General, at the Manhatans.

On our part we shall not fail to make every effort in our power to keep the *Maquas* disposed to continue the recently concluded peace, much innocent Christian blood of this nation having been shed to our great sorrow. We doubt not of your honor's good disposition and earnest

* Jean de Lauson, governor of Canada, 1651–56

† This letter does not survive.

inclinations toward us, such as we, by reason of the close alliance between our respective principals, also bear toward your honor and your nation and which on all occasions that may arise, as has been shown heretofore and as behooves close allies, [77] shall not be lacking on our part. Meanwhile, after greetings, we commend your honor and all the good friends there to [the protection of] God.

Canaqueese, the bearer hereof, an Indian who is much beloved by the *Maquas*, has requested of us a letter of recommendation to your honor, in order that he may be well treated there and be allowed to go and come freely, which we request hereby.

Depending thereon, we remain,

Your honor's willing servants, the president and magistrates
of the court of Fort Orange and Beverwijck.

And was signed in the name and by order of the aforesaid
court,

Joannes Dijckman

Fort Orange,
December 25, 1653

*Mutatis mutandis** a letter was sent the same day to Monsr. Pieter Boucher, governor on the three rivers, except [that it was stated therein] that we had received his honor's letter of the eleventh of November aforesaid.†

Joannes Dijckman
Rutger Jacobsz
Andries Herbets
Jacob Schermerhooren
Cornelus Thonisen
Jan Thomasz

* Latin, after making the necessary changes

† This letter does not survive.

[78] Tuesday, January 6, 1654

Present:

Everyone, except Jan Verbeeck

Pieter Bronck, plaintiff, against Merten Herpertsz, defendant, for *f*358:–, which the defendant admits he owes to the plaintiff according to a promissory note signed on the 10th of December last past.

The court orders defendant to pay plaintiff the aforesaid sum of *f*358:– within six weeks, on pain of attachment.

Jacob Jansz Schermerhoren, plaintiff, against Merten Herpertsz, defendant, for *f*247:– which the defendant owes plaintiff, and further for 30 *schepels* of corn and a *mudde* of beans, which were lost through the defendant's carelessness, as shown by the affidavit of Christoffel Davits.

The court orders the defendant to pay the plaintiff the aforesaid *f*247:– within six weeks, on pain of attachment. As to the corn and beans, parties are referred by this court to Rem Jansz *Smit* and Adriaen Jansz van Leyden, as arbitrators, who are to bring about an agreement if they can and to report their findings to this court.

Lijsbet Cornelisdr.,* plaintiff, against Merten Herpertsz, defendant, for *f*174:–, which defendant owes plaintiff according to the account handed in.

Defendant admits the debt.

The court orders defendant to pay plaintiff the aforesaid *f*174:– within six weeks, on pain of attachment.

[79] Albert Gerritsz, plaintiff, against Merten Herpertsz, defendant, for *f*208:– or 26 beavers, which are due to the plaintiff from the defendant for wages earned and for what he furnished the defendant according to the defendant's own confession.

The court orders the defendant to pay the plaintiff the aforesaid sum of *f*208:– within six weeks, on pain of attachment.

Albert Gerretsz, plaintiff, against Rut Arentsz *Kleermaker*, defendant.

Defendant's first, that is to say, second default.

Jacob Jansz Flodder, plaintiff, against Dirrick Bensingh, defendant, on

* Cornelisdr. is an abbreviation for Cornelisdochter (i.e., Cornelis's daughter); this feminine form of the Dutch patronymic occurs infrequently in these records.

account of the purchase of a half interest in a yacht called the *Princesse Royale*, according to the bill of sale executed before commissary Dijckman on the first of this month, bought from Jacob Jansz Stoll by the defendant.

The arguments on both sides having been heard, it is decided to refer parties to Volckert Hansz* and Pieter Hertgers, arbitrators, who are to bring about an agreement if they can and to report their findings to this court.

Steven Jansz, plaintiff, against Roeloff Jacopsz, innkeeper, defendant, about a *mudde* of wheat.

Defendant's first default.

Jacob Sijmontsz Clomp, appearing before the court, complains that Commissary Dijckman has attached some moneys in the hands [80] of Jan van Bremen at Katskill, and also about some words exchanged at the house of Willem Fredrixsz.

The court orders the attachment vacated whenever he, Clomp, delivers to this court the *f*250:– which he may pay pursuant to the sentence heretofore pronounced, which money he, Clomp, is to deliver into the hands of the Hon. Rutger Jacopsz, under the penalty provided.

Upon examination of the account of Goosen Gerritsen for beer delivered to the hon. company and to Commissary Dijckman, it is resolved at his request to answer that he will be paid next spring, or that he must wait until the arrival of the hon. general, when a decision will be made as to the payment of the aforesaid account.

At the request of Merten Herpertsz *Metselaer* it is resolved that his house and garden will be sold by this court, for the purpose of paying his joint creditors out of the proceeds of the sale, at the house of Pieter Bronck, innkeeper, a week from the following Monday, being the 19th of this month of January, at two o'clock in the afternoon.

Commissary Dijckman and the collector, Pieter Reverdingh, are authorized by this court, this afternoon, at the house of Pieter Bronck, to make up the accounts of the persons who were lost and drowned,† and in accordance therewith to settle with everyone *pro rata* to the amount

* An infrequently attested patronymic for Volckert Jansen Douw.

† See session for December 23, 1653, for the names of these men.

that is due him and draw bills of exchange on whom and for such amounts as may be necessary.

Joannes Dijckman
 Rutger Jacobsz
 Andries Herberts
 Jacob Schermerhooren
 Cornelus Thonisen
 Jan Thomasz

[81] Tuesday, January 13, 1654

Present:

Everyone,
 except Rutger Jacopsz

Albert Andriesz, plaintiff, against Merten Herpertsz, defendant, about planks delivered to plaintiff by the defendant to the value of 27 beavers.

Defendant declares that he does not know how he can pay for them.

The court decides that the plaintiff may take back the planks delivered by him, notwithstanding the attachment issued against them, and in case there are any less than the full number delivered, he can afterwards make this known to the court, so as to recover damages for them if possible.

Cornelis Theunisz, plaintiff, against Merten Herpertsz, defendant, for *f*78:– which plaintiff claims for washing defendant's dirty linen.

Defendant admits the debt, and is ordered to pay plaintiff the *f*78:– within six weeks, on pain of attachment.

Albert Gerritsz, plaintiff, against Rut Arentsz *Kleermaker*, defendant, for four beavers and *f*56 in sewant, for wages claimed by plaintiff of the defendant.

The court orders defendant to pay plaintiff the aforesaid amount with costs within six weeks, on pain of attachment; and as to the complaint made by the defendant that the ground timbers of his house have not been properly laid and that the uprights are cut too short, parties are referred to the surveyors, who are to inspect the work and to report their findings to this court.

[82] Steven Jansz, plaintiff, against Roeloff Jacopsz, defendant, for *f*10, which defendant owes plaintiff.

Defendant's second default.

At the request of the Hon. Andries Herpertsz a garden is granted to him behind this fort among those that have not yet been allotted, for the benefit of his small house next to his residence, at the place to be hereafter indicated to his honor.

Hendrick Jochems, being summoned to testify in regard to what took place in his presence on the 10th of this month between Jacob Jansz Stoll and Lourens Jansz, in the course of their fight at his house, declares as may be seen by his declaration. Whereupon Commissary Dijckmans is requested and ordered to prepare interrogatories for the further examination of the witness on the next court day. Likewise Rem Jansz *Smit* being also summoned to appear, declared that he was not present at the fight, but only heard some contentious words out of the mouth of Lourens Jansz and that he went away to tend to his own affairs.

Joannes Dijckman
 Andries Herperts
 Jan Verbeeck
 Jacob Schermerhooren
 Cornelus Thonisen
 Jan Thomasz

[83] Tuesday, January 20, 1654

Present:

Everyone,
 except Jan Verbeeck

Jacob Adriaensen *Rademaker*, plaintiff, against Jan Dirixsz van Bremen, defendant, about five *schepels* of wheat which defendant is said to owe plaintiff.

Defendant's first default. The court, however, enjoins the defendant [not] to depart from here for Katskill unless he satisfies the plaintiff. Furthermore, with respect to the officer's complaint about some slanderous remarks uttered last November before the honorable court, the defendant must make amends to the court before his departure from here; likewise for having last year run away and escaped from the attachment caused to be made by Jacob Sijmontsz Klomp. And in case the defendant should venture to leave without permission, he shall with

or against his consent be brought back from Katskill at his own expense. And in order that he may hereafter not plead ignorance hereof, a written extract from this order shall be served upon the defendant by the court messenger; all *cum expensis*.

Willem Fredrixsz, innkeeper, appearing before the court, requests permission to settle on a lump sum for the excise on the beer which he may have occasion to tap in one year in his house, which in view of the fact that the session is lightly represented,* is laid aside until the next court day. Meanwhile he may temporarily lay in the beer that is to be received by him upon obtaining a certificate from the collector, Pieter Reverdingh.

[84] Stoffel *de Timmerman* has handed in a memorandum that there is due him by Merten Herpertsz *Metselaer* according to his own admission, f31:4—, which is entered here by way of memorandum and information.

Claes Gerritsz has requested a lot near the hill near Andries de Vos. The same is granted to him at the place hereafter to be indicated to him, together with a garden for his use.

There was read a petition of Andries de Vos, requesting permission to fence in a piece of land behind his lot, to the south of the Third Kill, toward the woods, to be used as a pasture and crop land.

Decided to note in the margin of his petition that as but few members are present at this meeting, he may present his request a week from today, when the court will take favorable action in the matter.

Joannes Djickman
Rutger Jacobsz
Andries Herberts
Jacob Schermerhooren
Cornelus Thonisen
Jan Thomasz

* In the Dutch, *alsoo de vergaderinge seer swack is*, translates literally to, "whereas the session is very weak," a strange statement considering everyone was present except for Jan Verbeeck.

[85] Extraordinary Session, Saturday, January 24, 1654

Present:

Everyone

Jacob Adriaensen *Rademaker*, plaintiff, against Cornelis Segertsz, defendant, about the purchase of a house and lot and a garden belonging thereto.

The defendant says or declares that he is willing to accept the house in accordance with the contract of sale, upon proper security.

The court adjudges that the parties must at once have the contract entered into by them put in writing and that the grantor, when the first payment is made, must furnish two sufficient sureties for the delivery [of the property] free from all claims, the term of the security to extend from the date of the first payment until the delivery is completed. The first payment, of one hundred beavers, is to take place promptly on the first of May next and the successive payments according to the terms of the contract made and agreed upon by them and hereafter to be written. And the defendant is ordered to pay the costs of this [session of the] court, as he, the purchaser, upon offer of security, has refused to accept and take the aforesaid house and also been unwilling to have the contract put in writing and to forward the work.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeek
Jan Thomasz

[86] Extraordinary Session, Sunday, January 25, 1654

This court having been reliably informed that the Rev. Domine Gidioni Schaets, at the close of the morning service, has announced from the pulpit that whoever had any charges to bring against the person of Brant van Slichtenhorst must do so at once, on pain of forever after keeping silent, it is after careful examination of the matter decided by this court to draw up a protest against it in writing and to have the commissary serve it orally at the close of the afternoon service, so as to be heard by the entire congregation, as follows:

Cry by the commissary:

Hear Ye, good inhabitants of Fort Orange and Beverwijck and all

others who belong to the jurisdiction of the same!

I, Joannes Dijckman, commissary and vice director of Fort Orange in the service of the honorable West India Company, together with my associate councilors or magistrates of the court of the aforesaid Fort Orange and Beverwijk, in the name and on behalf of the honorable company aforesaid and the Honorable Director General Petrus Stuyvesant and the Honorable Council of New Netherland, representing the supreme government of this country, are constrained to protest publicly in this place where it is customary to hold divine service, although disliking to do so, seeing that this place is not intended for the administration of justice, but only to be used for divine service.

The fact is, however, [87] that it has come to the attention of the commissary and magistrates aforesaid—some of whom have even heard it themselves and therefore have certain knowledge thereof—that this forenoon, at the close of the morning service, it has pleased the Rev. Domine Gidioni Schaets, contrary to the order and opinion of this court and without its previous consent, to announce publicly from the pulpit that whoever had any charges to bring against Brant van Slichtenhorst, the former director of the colony of Rensselaerswijck, must do so forthwith, or hereafter remain silent.

Considering that the said Slichtenhorst has three times, or on three distinct court days, in April 1652, by several inhabitants of this place been legally cited to appear before the hon. director general and council of New Netherland to answer their complaints, presented in this fort in the form of petitions or otherwise, and on his third failure to appear been declared completely in default, notwithstanding due opportunity was afforded him to obtain right and justice, the same as everyone else, upon presentation of proper proof in the matter—which would not have been refused him, Slichtenhorst, if he had appeared—the court of the aforesaid fort, and hence also of this place, feel that they cannot sit idly by, but must notify this good community that in case he, Slichtenhorst, should make any further announcements (although it has not been judged proper there, but rather to be done on behalf of the magistrates or judge or before the same), the honorable magistrates of this court forbid all good inhabitants aforesaid, in spite of the announcement which has been made that all charges against his person must be brought before the court of the colony, [88] to do so, or to comply therewith, as it is considered illegal, since he cannot be summoned to appear before that bench of justice, but only before the court of this place and the plaintiff's own competent judges.

As what has been done or occurred herein and all similar practices

are not only prejudicial to the hon. company and the good inhabitants aforesaid, but, as is claimed and presumable in such cases and by such means, also tend to make the good inhabitants disobedient and rebellious to their lawful superiors, this will serve therefore to inform every one that, pursuant to the orders issued by the supreme government and the proper authorities aforesaid, the honorable magistrates of this court prohibit such announcement, or announcements, from being made in the future, under [threat of] calling [the offender] further to account and [subjecting him to] heavy penalties, the honorable court declaring hereby the announcement which has been made to be *re infacta*, or null and void, and forbidding similar announcements from being made hereafter.

Served by the commissary in the presence of the attending congregation, on the date above written, at the close of the second service, while, or before, the people were leaving the church.

Joannes Dijkman
 Rutger Jacobsz
 Jan Verbeeck
 Jacob Schermerhooren
 Cornelus Thonisen
 Jan Thomasz
 Andries Herberts

[89] Tuesday, January 27, 1654

Present:

Everyone, except Andries Herpertsz

Jacob Sijmontsz Klomp, master of a bark, plaintiff, against Jan Dirrixsz van Bremen, defendant, for *f*102:8:- which the plaintiff claims is due him from the defendant by balance of account for various goods delivered.

The court orders the defendant to pay the aforesaid sum of one hundred two guilders, eight stivers before his departure for Katskill, or in default thereof to give security for the prompt payment as soon as the river is open, under the penalty heretofore provided.

Lijsbet Cornelisdr., plaintiff, against Merten Herpertsz, that is to say, Jacob Schermerhoren, defendant, for 30 *schepels* of corn and one *mudde* of beans of the plaintiff, which were lost through the defendant's default.

The court, having duly examined and considered the documents, adjudges that the defendant must pay the plaintiff the sum of thirty-six guilders within the space of six weeks, on pain of attachment.

Lijsbet Cornelis, plaintiff, against Gerrit Jansz, defendant.

The plaintiff demands a perfect deed of conveyance of the house standing in the fort, adjoining on the south side the hon. company's newly built house and on the north side [. . .]* as the house and lot to all appearances stand and are situated, for which the plaintiff says the defendant was fully paid in the lifetime of her deceased husband, Gijsbert Cornelisz.

The defendant admits that he was paid in full to his satisfaction according to the contract of sale and that the ground brief was also handed and delivered by him to the deceased† at the Manathans, to be entered in this record [90] because he promised to free the purchaser from all further claims in regard to the aforesaid house and lot for a year and a day, according to law; persisting once more that he delivered the ground brief to Gijsbert Cornelisz, deceased, at the Manathans, which is entered here by way of memorandum to serve the purchaser and plaintiff in the future in place of a proper deed and conveyance, until such time as it shall be convenient [to execute the latter].

Claes Gerritsz, appearing before the court, requests permission to have a lot in Beverwijck to build thereon a house and in addition a garden for his use. The matter being considered, it is resolved and decided to appoint and authorize two magistrates to allot to him a lot and garden, the Hon. Rutger Jacobsz and Andries Herpertsz, magistrates of this court, being appointed for that purpose and to make a report of their findings to this court.

Whereas the commissary and officer, Dijckman, complains that he is not yet fully paid the fine imposed by sentence on Arent Cornelisz Vogel, commonly called *Schapenbout*,‡ amounting to six guilders for himself and ten guilders for the poor here, and whereas this court is informed that the said Vogel has sixteen guilders coming to him from Abraham Pietersz Vosburgh, master carpenter, for nails delivered to him, it is

* It is apparent from the context that a line with the northern boundary has been omitted.

† The original reads: *dat bij den overleden hem oock aende Manathans de grontbrieff is overlevert ende ter hant gestelt* (i.e., "that the ground brief was also delivered and handed to him by the deceased at the Manathans"), just the opposite of what should have happened.

‡ leg of mutton

decided that the said Vosburgh shall pay the aforesaid sixteen guilders to both parties, each *pro rata* what is due to them, provided that the court shall free the said Vosburgh from all further claims on that account.

Joannes Dijckman
Rutger Jacobsz
Jacob Schermerhooren
Cornelus Thonisen
Jan Thomasz

[91] Tuesday, February 3, 1653*

Present:

Everyone, except Jan Verbeeck

Various persons examined on interrogatories regarding the crimes committed by Jacob Jansz Stoll van Amsterdam. In the first place, the person of Jochem *Becker Backer*.

How old he is and where born? Answers, 38 years; at Jeveren.

Whether last summer he did not keep watch in this fort as corporal of the burgher guard? Answers, Yes.

Whether, at one time, being on watch with his corporal's guard, he did not see Jacob Jansz Stoll come to the guardhouse drunk and intoxicated, or at least quite befuddled, after the men had gone on watch? Answers, Yes.

About how long ago? Declares that he has forgotten, or does not know very well, the exact time.

What he, Hap, did there and whether he did not go to his house to get his sword, intending to clear out the guardhouse with it? Answers, Yes, and that he gave Adriaen *de Schoolmeester*,† a handkerchief to fight against him with his sword; and threatened to

* mistake for 1654

† Adriaen Jansen van Ilpendam, schoolmaster

cut and hack at him, the corporal, with the sword, holding it unsheathed in front of said corporal's nose and saying: "I dare you to draw your colonel's rapier."*

Whether he at that time did not strike *Mr. Adriaen van Ilpendam*, clerk of the Company's burgher guard, standing before the fire at the guardhouse?

Declares that he does not know exactly whether he did nor not, but only saw that there was some trouble near the fire.

Whether he, Hap, after having fetched his sword, did not by force try to fight with him, the corporal, to the death?

Declares, Yes, holding for that purpose the naked sword before said corporal's face in a threatening manner.

Whether it was Jacob Hap's turn to do guard duty?

Answers, No.

Whether he, Hap, having thereafter come outside [92] the gate of this fort, wanted to assault the said *Mr. Adriaen*, and not only him, but any other bystanders who wanted and were willing to fight?

Answers, Yes, and said to *Mr. Adriaen*, "Draw your sword," and wanted to attack him by force, which was prevented by the deponent and others.

Whether in the guardhouse, after the watch was set, he needlessly used much abusive language to one person and another?

Answers, Yes, but especially to *Mr. Adriaen*, calling him a burgher's dog and boy, indeed, the dog of all the burghers.

Whether, he, the deponent, has any further statements to make in the matter?

Answers, No.

The deponent has with uplifted fingers confirmed these answers by oath.

Goosen Gerritsz, being heard, declares that last summer, the precise time he does know, Jacob Jansz Stoll, after the mounting of the guard, made

* This is the custom of fighting with swords or knives while grasping the same handkerchief with the free hand.

some trouble and out of anger fired the gun which he had with him.

Resolved that the defendant shall be examined once more on the above interrogatories on the next court day.

Interrogatories for the examination of Jan Machielsz and Gerrit Jansz van Swoll.

- | | |
|---|---|
| How old they are and where born? | Answers, Jan Machielsz, aged 55 years, born at Edam, and Gerrit Jansz born at Swoll. |
| Whether last year they did not come to the guardhouse as burghers to do guard duty? | They say, Yes, when it was their turn. |
| Whether they did not see Jacob Jansz Stoll go to his house to get his sword to attack therewith the burgher watch and insult them? | They declare, Yes, and that they saw the sword, but do not know who brought it there or gave it to Jacob. |
| [93] Whether he did not try to attack Jochem <i>Becker</i> , the corporal of the burgher guard, with his sword and wanted to fight with him with his naked sword? | Answer, that he, Jacob, challenged the corporal to fight. |
| Whether he did not then make other trouble at the guardhouse at that time? | Answer, Yes, and he struck <i>Mr. Adriaen van IJpendam</i> , standing by the fire, without cause. |
| Whether it was his watch? | They say, No. |

The deponents have with uplifted fingers confirmed the above statements by oath before this court.

Interrogatories on which this court is to examine Marcelis Jansz van Bommel, former servant of the honorable Johan de Hulter.

- | | |
|--------------------------------------|--------------------------------------|
| First, how old he is and where born? | Answers, At Bommel, 25 years of age. |
|--------------------------------------|--------------------------------------|

Whether, about four months ago, he, together with Commissary Dijkman and Lourens Jansz, did not hear Christoffel Davits say that at one time alone he sold 22 *mutsgens* of brandy to the Indians?

Answers, Yes, and that he, Davits, said so in the presence of still others.

Whether from this selling of brandy and drinking of the Indians no trouble resulted and arose and whether the sachems of the Indians there did not come to said Davits and in their way forbade him to sell any more brandy to the Indians and begged him not to do so, as they got into great trouble and disputes with one another while being drunk?

Answers, Yes, that he himself understood and heard Christoffel Davits say so.

Whether he did not see Christoffel Davits now and then sell some brandy to the Indians?

Answers, Yes, but that he does not know the quantity.

[94] Whether he knows or has been informed that some trouble among the Christians and the Indians has resulted therefrom, especially with the Christians?

Answers, Yes, especially because the horses of Thomas *Clabbort* had been in the corn.

He, Marcelis Jansz, has with uplifted fingers confirmed these answers by oath.

Herman Bastiaensz *Timmerman* appearing before the court, requests payment of f106:5:–, due him for wages earned in building the hon. company's new house. it is decided that he will be paid in three months, if the treasury allows it.

On the petition of Andries de Vos, presented on the 20th of the preceding month, requesting some land behind his lot, stretching toward the woods, to be used as pasture as well as arable land, it is resolved to make the following apostil: Inasmuch as the people here intend for their support, each one according to his needs, to pasture and keep some cattle there themselves, the said request is for the reasons aforesaid for the present denied and not granted.

Upon the request of Annetge Bogardus, permission is given her from now on to take possession of and use the garden of, or heretofore granted to, Jacob Jansz Schermerhoren.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jacob Schermerhooren
Cornelus Thonisen
Jan Thomasz

[95] Tuesday, February 10, 1654

Present:

Everyone

Commissary Joannes Dijckman, [plaintiff, against] Goosen Gerritsz, defendant.

Defendant's first default. Likewise Lourens Jansz, to testify concerning the shooting done by Jacob Jansz Stoll after the mounting of the guard.

Willem Fredrixsz, being summoned to appear in court, declares that Jacob Symontz Klomp, fourteen days ago, used much abusive language toward this court, Adriaen Jansz van Leyden, and himself and also that he was thereby forced to leave and go out of his house, as otherwise he would have been forced to strike out against him, Clomp, with his knife in his hand.

Pieter Bronck, being summoned to appear, declares that Jacob *de Timmerman* and Willem Jansz Prins, on Sunday, or the day before yesterday, valiantly fought at his house and in order that they should not injure each other with knives, he, Bronck, had broken both their knives in their pockets before they began to fight.

Jacob *de Timmerman*, summoned to appear in court on account of fighting, defendant is in default.

Willem Jansz Prins declares that he does not know much about having been fighting, as he was dead drunk, but admits that on Sunday, even during the service, he was drinking at the house of Pieter Bronck.

Resolved to have them both summoned to appear again on the next court day.

Adriaen Jansz van Leyden, being summoned to give testimony of the truth in regard to what was done and said in his presence two weeks ago at the house of Willem Fredriksz by Jacob Symontsz Clomp, the first default is entered against the witness and it is decided to have him cited again to appear on the next court day.

Upon resumption of the matter, it is resolved to adjourn the case of Jacob Luyersz, delinquent, for mischief committed on the street, until the arrival of the hon. director general, for reasons submitted and known to this court.

The Hon. Jacob Jansz Schermerhoren and Jan Thomasz, [96] magistrates of this court, are authorized to lay out for Hendrick Marcelis a lot at the hill, or wherever it may be most convenient and to make a report thereof to this court.

Whereas Luykas Andriesz, bark skipper, complains that some money is due him by Willem Albertsz van Monickendam, bark skipper, and that for that reason he had taken possession of a boat* belonging to said Willem Albertsz, it is decided by this court that he, Luykas Andriesz, may keep possession of said boat until he is paid and satisfied.

Interrogatories on which this court is to examine Jan Roelofsz, burgher of Beverwijk.

First, How old he is and where born? Declares and answers as follows:
20 years and born in this country.

Whether last year he did guard duty here in this fort together with other burghers? Answer, When it was his turn.

Whether among other things he did not see Jacob Jansz Stoll, coming to the guardhouse drunk with a loaded gun, make much noise and commotion in the guardhouse? Declares, Yes, and that he heard him fire off his gun after the mounting of the guard.

Whether he has any other statements to make concerning it? Answers, No.

* *joll*: a Jutland boat or yawl generally hoisted at the stem of a ship

Upon the request and complaint made to this court by the purchaser of the house of Merten Herpertsz *Metselaer* sold by this court on the 19th of the preceding month of January, now occupied by the *Heer* Johan de Hulter, who has begun to have a cellar dug on the lot next to the house, which the purchaser claims and considers to be detrimental to the aforesaid house, it is resolved and decided to order the court messenger, as he is ordered hereby, in the name of the court to forbid the *Heer* de Hulter aforesaid to have said work done, with order not only to stop said work, but also to replace the dirt and to have the lot put back in the state in which it was before the work was commenced. Furthermore, as according to the custom of the fatherland [97] delivery of all houses, lots and other pieces of real estate sold by the court pursuant to a writ of execution is made promptly on payment of the first installment and a quitclaim deed therefor is given on payment of the final payment, this serves as a warning to the *Heer* de Hulter aforesaid that on the first of May next the court will make delivery of the aforesaid house and lot to the purchaser on payment of the first installment, notwithstanding the fact that the *Heer* de Hulter according to the contract might have the lease of the aforesaid house a little while longer, as this court, as stated above, governs itself according to the law and customs of the fatherland. And whereas by the terms and conditions of sale it was expressly stipulated that [the court] was selling everything as it was, without [the parties] having the right to raise any questions from any cause whatsoever, this serves to inform the *Heer* de Hulter that on the first of May next he shall have to vacate the aforesaid sold house, in order that proper delivery thereof may be made; also that he must not make any further repairs; the court declaring further that inasmuch as the lessee had certain knowledge of the sale, he shall have to bear all expenses which were incurred by him on the aforesaid house and lot since the sale or which he may incur in the future.

Joannes Dijckman
Rutger Jacobsz
Andries Herberts
Jan Verbeeck
Jacob Schermerhooren
Jan Thomasz
Cornelus Thonisen

[98] Tuesday, February 17, 1654

Present:

Dijckman
J. Verbeeck
Schermerhoren
Jan Thomasz

Adriaen Jansz van Leyden, being summoned to testify to the truth of what was done in his presence two weeks ago today at the house of Willem Fredrixsz by Jacob Sijmontsz Clomp, declares that he, Clomp, spoke many abusive words to him and challenged him to come outside the door, but that he did not draw a knife.

The court having considered what is above written and also the declaration made in regard to it at the last session of the court and having further taken into consideration that on Saturday a week ago he fought with Jacob van Loosdrecht, they condemn the aforesaid Clomp to pay a fine of *f*12 to the officer, with costs.

Jan Barentsz Poest being cited to appear before the court to show his authority for fencing off the lot next to Gijsbert Cornelisz, deceased, on the south side, has exhibited his ground brief thereof granted by the hon. director general, of which this serves as notice.

Lourens Jansz van Hoesem, being summoned by the court, has answered the following interrogatories as indicated in the margin.

Interrogatories on which this court is to examine Lourens Jansz, burgher of Beverwijk.

How old he is and where born? Answers, At Hoesem, 48 years old.

Whether last year he did not do guard duty in the fort with other burghers? Declares, [Yes], when it was his turn.

If, among other things, he did not see Jacob Jansz Stoll, having come to the guardhouse drunk or at least quite muddled, fire off his gun out of insolence after the guard had gone on duty? Answers, Yes, that he heard it and that [Jacob] was using much abusive language.

Whether he has anything more to state about it? Answers, No.

[99] The honorable treasurers, Abraham Staets and Sander Leendertsen, having appeared before the meeting, declare that they have gone the rounds to collect the fifteen guilders ordered to be assessed on each house for the completion of the bridges in Beverwijck, pursuant to the order of the hon. general and this court, but they did not succeed very well. It is resolved thereupon to have the following notice posted immediately in three suitable places. [The notice] reads as follows:

The honorable magistrates of this court order all burghers and inhabitants belonging to this jurisdiction who have any house or houses standing in and therefore belonging to this jurisdiction to pay within fifteen days from this date fifteen guilders to the appointed honorable treasurers, Abraham Staets and Sander Leendertsen, pursuant to the order of the hon. director general and this court, for the building of the bridges contracted for in the village of Beverwijck and to defray other expenses already incurred or still to be incurred. Furthermore, everyone who has been granted a lot, on which he has not yet built and which still lies vacant, shall pay half as much; and each free person residing in this jurisdiction and exercising his trade there six guilders; on pain, in case of failure to pay within the aforesaid appointed time, of forfeiting the first day after the period when payment should have been made three guilders, the next day six guilders, and so on successively each day twice as much, and finally of immediate attachment. And in order that no one may claim ignorance hereof, the honorable court aforesaid had caused this to be posted in the usual places.

Thus done, ratified and considered the second time by the aforesaid court in Fort Orange, this 17th day of the month of February 1654.

Underneath was written:

By order of the honorable court in this place;
and was signed: Joannes Dijckman.

It is resolved to summon the surveyor, Abraham Pietersz Vosburgh, to appear on the next court day, with reference to the garden heretofore granted to Jacob Jansz Schermerhooren, which it is understood has been given to Andries de Vos without the knowledge of this court.

[100] It is resolved to order the surveyors to measure the lot behind the lot of Sander Leendertsen and enclosed by him. Whereupon the aforesaid Sander Leendertsen being summoned, he is asked whether the aforesaid small lot was also granted to him? He says that it was promised to him, but that it is not yet mentioned in his ground brief. It is resolved to communicate this to the magistrates of this court who at present are at the Manathans and about this and other points to send them a letter reading as follows:

To the Honorable magistrates Rutger Jacobsz, Andries Herpertsz, and Cornelis Theu. Van Westbroeck, at present at the Manathans

Honorable, Wise, Prudent and Very Discreet Friends and Fellow Members of this Court:

Enclosed herewith are authentic copies of the terms of sale of the house of Merten Herpertsz *Metselaer* and the subsequent resolution passed at the request of the purchaser, on account of the digging of a hole for a well or a cellar in the purchased lot, together with a memorandum for your honors in case *Monsieur de Hulter* should make any further request there to remain in the house that was sold, as lessee during the term of the lease, in which [copies] we hope you will find sufficient arguments and reasons against the frivolous contentions of *Monsieur de Hulter* aforesaid, trusting further to what your honors in such case may be pleased and able to advance in support thereof.

Herewith go also the measurements of the lot of Sander Leendertsen, showing how much was granted to him and how much he has enclosed with posts contrary to orders, which person, being on that account by order of the officer legally summoned to appear before the court, declared yesterday that the addition to his lot is not mentioned in his ground brief, but was promised to him, so that your honors will be pleased to make further inquiry about it. As far as we can judge, Sander Leendertsen has done this on his own authority; if so, the officer here will have to institute proceedings against him to prove his title. On the other hand, we should like to see this place [101] [disposed of] as we with the consent of the hon. general decided, namely, to have Rutger Jacobsz and Willem Fredrixsz build a proper horse mill on it, for the use and convenience of the burghers here, the said place being all the more suitable therefor because it is close to the kill and the river, so that it is convenient to convey the grain to and from it by water. We have thus far not been able to find a more suitable location for this necessary structure. Furthermore, as Herman Bastiaensen has sold his house and should like to build another dwelling house on his lot on the First Kill, also toward

the river side, so far from the fort that it will obstruct this fort very little, [we hope] that he will be permitted to build, as he must have a place to live in.

Having nothing further [to communicate] for the present, we commend your honors, with our greetings, to the grace of God and remain,

Your honors' willing servants and friends and fellow members
of this court, the president and magistrates of the court of Fort
Orange and Beverwijck.

Fort Orange,
February 18, 1654

Was signed:

Joannes Dijkman
Jacob Schermerhoren
Jan Verbeeck

The memorandum follows:

Memorandum for the magistrates Rutger Jacobsz, Andries
Herbertsz, and Cornelis Theunisz van Westbroeck, who have
gone to the Manathans.

That herewith go authentic copies of the conditions of the sale of the house of Merten Herpertz *Metselaer* and the resolution passed at the request of the purchaser concerning the digging of a hole for a cellar or a well in the lot sold next to the aforesaid house.

Which memorandum is intended to serve their honors at the Manathans if necessary in case *Monsieur* de Hulter should make there any further request to remain in the aforesaid house according to the lease drawn up between the aforesaid *Metselaer* and de Hulter.

First, that he, *Metselaer*, had no right to lease the said house in this manner, because various judgments against him, upon evidence of debt, had been given by this court before he leased the aforesaid house, to wit, that [102] he must make payment to his creditors within six weeks, according to the aforesaid judgments, on pain of attachment.

That he being unable to satisfy his creditors within the aforesaid time, [the court] was forced to proceed to attachment.

That the sale, having been made by the court, necessarily breaks the lease, as he had no right to grant it.

It being the accepted rule in such cases that sale breaks the lease, according to the custom of the fatherland and that although this is not

stipulated in the terms of the lease, the lease becomes void of itself, notwithstanding ordinarily the amount of the rent and the period of the lease are specified, which is done only to make the houses and real estate bring higher prices and which has also been the sole aim of this court in stipulating that the first payment must be made on the first of May next.

In the fatherland delivery takes place on payment of the first term, being the day on which the leases of houses usually begin.

No one may lease his real estate for a year and a day whose affairs are in a shaky condition and whose creditors have already secured several judgments against him;

For in the fatherland all leases in such cases are void when the first payment is made.

Even the insolvent person, if he lives in one of his houses, must vacate the same when the first payment is made;

For otherwise the insolvent person would allow himself as much time to live therein as he pleased, which is not permitted by the courts in Holland, as may be seen by thousands of cases, but must vacate at the time stated.

Furthermore, a mortgage on the aforesaid house for a year and a day has been granted and executed with the knowledge and at the request of the lessor, which states that the aforesaid house is specially mortgaged to Jan Jansz van Gottenburgh, to be sold by him when he pleases [103] and whereas the purchaser has furthermore offered instead of the first payment only to pay the full amount upon delivery, it would be a great loss and detriment to the general creditors to whom larger or smaller amounts are due if, on account of this lease, they would have to wait a year and a day before being paid and thereby be deprived of considerable interest;

For the net interest per year, as calculated in this country, on the purchase price of the aforesaid house, plus the cost of necessary repairs to be made, will far exceed the stipulated rent paid by the lessee.

Furthermore, it is expressly stipulated in the terms of sale that the honorable court sells everything as it is, without either the purchaser or the lessee having the right to raise any questions, from whatever cause it may be.

And whereas *Monsieur* de Hulter at present dwells in this jurisdiction and therefore cannot be regarded otherwise than as a subject and burgher thereof, it is surprising that without notifying this court he brings further suit in the matter there.

If he denies that he is a burgher and subject of this jurisdiction, he

must without any gainsay depart therefrom according to the opinion of all reasonable minds;

For no one may reside therein, not only in this but in all other jurisdictions, without duly respecting and obeying the government and courts thereof.

In case he acknowledges it, it is surprising that he ignores his own competent judges and there seeks judicial relief.

Commissary Dijckman, plaintiff, against Jacob van Loosdrecht, defendant, for fighting.

Defendant's second default.

Joannes Dijckman
Jan Verbeeck
Jacob Schermerhooren
Jan Thomasz

[104] Tuesday, March 3, 1654

Present:

J. Dijckman
J. Verbeeck
J. J. Schermerhoren
Jan Thomasz

Commissary Joannes Dijckman, plaintiff, against the following persons:

Jan Hendrixsz. Defendant's first default.

Hendrick Gerritsz, for drinking at Hendrick Jochemsz's, after the ringing of the bell. Also first default.

The commissary, plaintiff, against Jurriaen Theunisz *Glasemaker*, inn-keeper, and Claes vande Hoogbebergh, on account of fighting on Shrove Tuesday at the house of Jurriaen Theunisz.

Jurriaen Theunisz, appearing, declares that his opponent came into his house drunk and beat him, thereby committing violence in his house.

It is decided to summon the parties again at the first opportunity.

Abraham Pietersz Vosburgh declares that having some time or some

days ago been called upon to survey the lot of Dirck Bensingh and being busy therewith and things not going as he, Bensingh, liked, he said to the aforesaid surveyor: "That stake standing there is more trustworthy than you are and if you do not survey according to those stakes standing there, you survey falsely," or other similar remarks. The aforesaid surveyor maintaining that the above-written statements were made, it is resolved and decided to have the said Dirrick Bensingh and both the surveyors summoned again to appear on the next court day.

The commissary aforesaid, plaintiff, against Jochem *Becker* and Jacob Willemsz de Wolff, defendants, on account of fighting, which took place last Saturday evening at the house of Jacob Willemsz.

Jacob Willemsz declares that the old captain's hens, sitting on the nest to lay, were chased off the nest by Jochem *Becker*, who said that they were his hens, and when Jacob said, "What do you mean? They are the old captain's hens," Jochem *Becker* challenged Jacob Willemsz to come outside the door. The latter not coming, he ran into the house after Jacob, grabbed him by the throat or neck, and gave him a sound beating, besides calling him an old dog, without the deponent having hit him in return.

The old captain, Willem Juriaensz, being summoned by the court, declares that what Jacob testified to above, happened as he said.

[105] Willem Hoffmeyer being also summoned to testify regarding the aforesaid matter, the first default is entered against him, but it is decided to have him summoned again to appear on the next court day.

Jochem *Becker* declares that Jacob returned the blows and pulled him by the hair and called him, *Becker*, a dog and a son of a bitch. Resolved to summon him to reappear also.

Jacob van Loosdrecht *Timmerman*, having been fighting twice, once at the house of Hendrick Jochemsz and once at Pieter Bronck's, is ordered to pay to the officer here the sum of ten guilders, with costs, to be paid immediately.

Abraham *Crabaat*, for having last Shrove Tuesday walked along the street in woman's clothes, is, because it is the first time and because he offers the excuse that he did not know that he was doing wrong, condemned to pay a fine of six guilders for the benefit of the poor, with costs, to be paid immediately, provided that if he, *Crabatt*, or anyone else should hereafter undertake to do this again, he shall be arbitrarily punished as an example to others.

Albert Gerritsz, plaintiff, against Rut Arentsz *Kleermaker*, defendant, for *f*76:– in sewant and *f*32 in beavers, which defendant owes plaintiff for wages earned and other things.

The court having heard the arguments on both sides, condemn the defendant to satisfy and pay the plaintiff the aforesaid within the space of twenty-four hours, on pain of immediate attachment.

Jan Labatie, plaintiff, against Jochem *Becker*, defendant, about some dispute concerning their respective lots. Resolved that this court itself will this afternoon make an inspection in order to be able to render a proper decision and to settle their dispute in accordance with the merits of the case.

[106] Thomas Sandertsen *Smit*, appearing before the court, declares his inability to pay the assessment of fifteen guilders on each house, nevertheless expressing his willingness in the matter.

The court having heard his reasons for being excused, accepts them insofar that instead of fifteen guilders, he will have to pay only five guilders, once, to the treasurer, being thereby for this time excused from making further payments, without any precedent being established thereby.

The court having seen and examined what the commissary *ex officio* as plaintiff has exhibited in writing against the delinquent, Jacob Jansz Stoll, orders the defendant aforesaid to present his written answer thereto promptly on the next court day, on pain, etc.

The *schout* of the colony of Rensselaerswijck having come into court has delivered the following communication:

To the Honorable Judges of the Court of Fort
Orange and Beverwijck

As officer of the colony of Rensselaerswijck, I respectfully petition your honors aforesaid as follows: Whereas it has pleased the Hon. Joannes Dijckman some time ago, at the house of the lord patroon, after the close of divine service in the afternoon, to read publicly to the congregation a protest concerning the announcement of the departure of Brant van Slichtenhorst, formerly director of the aforesaid colony, and it is [but] just that one should have positive knowledge, which one can not gather from hearsay alone, according to all [legal] customs, therefore, in my official capacity aforesaid, I request that an authentic copy of the aforesaid protest which was read may be exhibited and delivered to me,

in order that I may know the matter itself and the foundation thereof, whereupon I expect your honors' apostil and consent to be written in the margin hereof. Underneath was written: Your honors' willing servant, and was signed: Gerrit Swart, officer. Done this 3d of March 1654, at the house of the lord patroon of the aforesaid colony.

Whereupon it is resolved to make the following recommendation:

The honorable *schout* and officer of the colony of Rensselaerswijck having come into court, [107] has delivered a certain writing whereby a copy is requested of the protest against the reading or announcement made from the pulpit in regard to the affairs of Brant van Slichtenhorst, the former director of the aforesaid colony, served by Commissary Dijckman by order of this court on the 25th of January last in the church in the hearing of the congregation who were present. It states among other things that it is just that one should have positive knowledge, which one cannot gather from hearsay, according to all [legal] customs, and requests that an authentic copy of the aforesaid protest may be exhibited and delivered to him, in order that he may know the matter itself and the foundation thereof and that an apostil may be entered on his petition. This serves therefore to state that the court insofar does not judge his request unjust and therefore shall furnish him with an authentic copy, subject only to this condition that his honor shall first or at the same time deliver to this court in exchange a copy of what that forenoon was proclaimed in the matter by the Reverend Domine Gidionij Schaets, such being in accordance with all legal custom. This court is unable to see that it is otherwise bound to do so and therefore also intends not to send the protest to his honor or whoever else may demand the same in such a manner, which is deemed impudent, unless it receives beforehand what was read from [the pulpit]. Otherwise, it intends to delay the same until the arrival of the honorable director general, who according to his honor's letter meanwhile received we expect at the first opportunity and to whose wise judgment we shall gladly defer the matter, considering it without reason that in case the proclamation is refused us, this court should be bound to send and furnish the protest to their honors of the colony, but being ready and willing, if the proclamation is delivered to this court, immediately to remit a copy as aforesaid of the protest to the said officer, or whoever may ask for the same in the name of the colony.

Joannes Dijckman
Jan Verbeeck
Jacob Schermerhooren
Jan Thomasz

[108] Extraordinary Session, Friday, March 13[, 1654]

Present:

| | |
|---------------------|-------------|
| J. Dijckman | C. Theunisz |
| A. Herpertsz | J. Thomasz |
| R. Jacopsz | |
| J. Verbeeck | |
| J. J. Schermerhoren | |

Pieter Adriaensen *Soo Gemackelijck*, plaintiff, against Cornelis Vos, defendant.

Defendant's first default. About a tub of butter shipped by plaintiff's mother at the Manathans in defendant's yacht and not delivered to the plaintiff, according to the exhibited letter written by plaintiff's mother to plaintiff for that purpose, in which it is stated, as shown to this court, that there were 33 pounds of butter in it.

Furthermore, that the defendant the day before yesterday, at the house of Willem Bout, twice drew his knife and several times made a stab at the plaintiff with it, close to his body or belly.

The first case is adjourned until the arrival in person of the plaintiff's mother herself, who is expected here any day from the Manathans, and the second case until later. Meanwhile, the plaintiff is ordered to advance the money to pay for the expenses of the court, further disposition in the matter to be made when it shall have been established who is right and who is wrong.

Herman Bastiaensen, plaintiff, against Pieter Adriaensen *Soo Gemackelijck*, defendant, for *f*750:– for wages earned by him, of which *f*150:–, or thereabouts, are alleged to have been paid. The plaintiff demands payment of the entire amount, notwithstanding the defendant says that the contract made between them, which is exhibited, is not yet fully carried out, he being willing to pay the first five hundred guilders and the balance as soon as the work is finished according to the contract.

The court, having heard the arguments and debates on both sides, orders and adjudges that the defendant shall remain in custody until the work shall have been inspected by two impartial carpenters and that after they have made their report he shall be allowed to go home on bail. Claes Jansz van Baere* and Claes van Rotterdam are appointed inspectors to inspect the work this day and [109] to report their findings to this court,

* Baarn in the province of Utrecht

as compared with the specifications, of which a copy of the originals will be put into the hands of the appointed carpenters. The expenses involved therein shall be paid by the guilty or delinquent party, on pain of immediate attachment.

Joannes Dijckman
 Rutger Jacobsz
 Andries Herberts
 Jan Verbeeck
 Jacob Schermerhooren
 Cornelus Thonisen
 Jan Thomasz

Tuesday, March 17, 1654

Present:

The Hon. General
 The *Heer* Sille*
 J. Dijckman
 Rut. Jacopsen
 An. Herpertsen
 J. Schermerhoren
 Cor. Theunesz
 Jan Thomasz

Herman Bastiaensen *Timmerman*, plaintiff, against Pieter Adriaensen *Soo Gemackelijck*, defendant, about a certain dispute brought before the court on Friday last about wages earned in building the house of the aforesaid *Gemackelijck*.

The court having heard the debates and arguments on both sides and having also examined the written report of the two impartial carpenters appointed last Friday to inspect the work, order and adjudge that the plaintiff must still make in the aforesaid house a *bol cosijn*, † tongue and groove and make tight the ceilings, and hang the doors and windows. As to the one gable, which has not been tongued and grooved and planed according to the contract, but nailed down, the boards overlapping one another, this shall remain thus as an offset against the extra work that has

* Nicasius de Sille, councilor of New Netherland

† a single-frame window whose lower portion swings in or out

been done according to the written report. The court further condemns the plaintiff to pay the costs of the suit and orders the defendant, as soon as the aforesaid work shall have been done, promptly to pay the stipulated wages.

Resolved to draw an order on the honorable treasurers here in favor of the carpenter, Abraham Pietersz Vosburgh, in the sum of two hundred guilders to be deducted from the amount which he has asked for making the two bridges here in Beverwijck.

The court of Fort Orange and Beverwijck on the safe arrival here of the hon. director general and the Hon. Nicasius Sille, have deemed it necessary and proper to submit to their honors the following request, which was this day delivered to their honors:

That this court, [110] from experience, for reasons hereinafter stated, can (subject to correction) come to no other conclusion than that they are forced to request that the bench of Justice of the colony of Rensselaerswijck, which until now has been allowed to continue in the place where it was accustomed to meet, may be removed and ordered to [hold court] outside of this jurisdiction or the established limits.

For it is evident that they have caused the minister, Gidion Schaets, to announce and serve public notice in the church standing in this jurisdiction that all the inhabitants of this as well as of their jurisdiction who had any charges to bring against the person of Brant van Slichtenhorst must make them known and plead before their bench of justice, on pain of keeping forever silent, and that without regard of persons, whoever they might be, which cannot be understood otherwise as to include also (with all due respect) your honors and the respective members of this court.

How impudent this is, your honors can [readily see], it being contrary to your honors' express written orders and command given almost two years ago to those of the colony, when this bench of justice was erected and established, we on our side, according to our bounden duty, having never attempted to treat the court of the colony in any other than a friendly way, saving the privileges of each, nor sought to be with the court of the colony aforesaid on any other terms than those of love and friendship, the two jurisdictions mutually respecting each other's rights.

[Requesting therefore,] that it may be ordered and decreed that all persons residing in this jurisdiction may (saving the right of appeal) be summoned only before this bench of justice, without regard of persons.

And whereas those of the colony judge [otherwise, that] all, or such

as have taken the oath to the patroon, who at present reside in this jurisdiction and who intend to remain there, may be ordered, whenever the occasion may require it, to plead their causes before this bench and to stand trial here, after being legally cited or otherwise summoned to appear, if need be.

That the same, when residing in this jurisdiction, [111] may also be bound to take the common burgher oath, or in case of refusal be ordered to depart, since without it they cannot be deemed or adjudged otherwise than in contempt. An example whereof was seen by this court in the person of Brant van Slichtenhorst who, having been three times legally cited to appear in court by a private person of this jurisdiction, gave for answer that this court had no jurisdiction over him, as he had taken the oath to the patroon.

And if the court of justice of the colony should remain where it is, this can only tend to the great prejudice of this court, as they daily make the inhabitants of this jurisdiction believe that there is to be a change and that, being returned under the jurisdiction of the patroon, they will be regarded as perjurers, in consequence of which the inhabitants here can not be held as well as they should to their bounden duty and obedience, but become refractory and on the contrary forget the respect which they owe this court.

The colony extends far and wide, and between the farms established by the patroon there are still many lands which are not yet bought or occupied by the patroon or his subjects, but are cultivated by the natives themselves, to the great prejudice of this country; for the Indians being allowed to plant them, they imagine after a time that they belong to them and thereafter use the lands as their own, to the great loss and detriment not only of the inhabitants, but also of the land itself, which otherwise might be bought, paid for and cultivated by the inhabitants, to the great convenience of themselves and consequently of the country. It is therefore requested that these lands, which have not yet been purchased of the natives, may by order of your honors be bought, paid for, and occupied and cultivated by the private inhabitants, according to your honors' pleasure and with your consent.

As on the 8th of April next three of the magistrates will have been in consecutive service for two years and the term which they agreed to serve will therefore expire and the time arrive for others to take their places, we have below nominated a [112] double number of five persons, from whom three are to be chosen by your honors to fill the vacancies.

Abraham Staets }
 Volckert Jansz } left the service last year
 Jan Labatie }

Rutger Jacobsz }
 Andries Herpertsen } whose time expires on the 8th of April
 Cornelis Theunisz }

Jan Verbeeck }
 Jacob Schermerhoren } have served one year
 Jan Thomasz }

Nomination of four to complete the number of twelve, or to serve as magistrates:

Pieter Hartgers is one of the twelve
 Frans Barentsz
 Sander Leendertsen
 Gerrit Jansz van Swoll
 Adriaen Jansz van Leyden

The rest of what this court has to propose and to request, they request permission to propose orally, whereupon they expect your honors' favorable recommendation.

Fort Orange,
 March 16, 1654

Your honors' very obedient and faithful [servants], the commissary and magistrates of Fort Orange and Beverwijck.

Delivered this day to the honorable gentlemen and signed by all the members of this court. After some verbal questions had been asked of their honors, orders were given to put them into writing for their honors, which was done, the contents or tenor being as follows:

To the Hon. Director General Peter Stuyvesant and the Hon. Nicasius Sille

The petitioners present with due reverence to your honors, Commissary Joannes Dijckman and the magistrates [113] of the Court of Fort Orange and Beverwijck, how they find by experience that, notwithstanding the placards that have been issued, whereby all tapsters residing in this jurisdiction are required to pay the regular and appointed tapsters'

excise on wine, beer, and distilled liquors which they tap, retail, or sell, in such way as the ordinance provides, the wine, beer, and distilled liquors are not entered as they should be,*but that much smuggling is going on and that the burghers here have to pay the tax put by the tapsters on the aforesaid liquors, whether they smuggle and thereby pay no excise, or not. The petitioners, therefore, would not be surprised if, in order to prevent the smuggling in the future, it were better to have the excise on beer, wine, and distilled liquors publicly farmed out to the highest bidder, and left to the farmer first for a year and thereafter for longer, according to your honors' pleasure and decision, provided that the tapsters of the heavy beer and wines, before they are allowed to have these carried or brought into their houses or cellars, must obtain from the appointed collector, or a farmer, or farmers, of the excise a proper certificate that they have paid the excise, and furthermore that every burgher must also get a similar certificate from the collector or farmer of the [excise on] beer, wine, and distilled liquors, without however having to pay any excise, but only the fee for writing the certificate, under the penalty to be provided by your honors.

It is furthermore to be considered whether in the future those of the colony ought not to pay the established tapsters' excise as well as the tapsters in this jurisdiction, who complain that they sell their beer, wine, and distilled liquors as cheap as those of the colony, notwithstanding the fact that they must pay the excise and in addition must do guard duty, as they [114] did last year, from which those of the colony are exempt, which they consider to be of benefit to the colony as well as to this jurisdiction. Also that they are bound, together with the other burghers of this jurisdiction, to bear the extraordinary charges for the maintenance of bridges, etc., which however are used also by the residents of the colony, yes, even had to help build up and fortify this fort, although in times of need it would serve as a place of refuge for those of the colony, as well as for themselves and other burghers, and other such like reasons.

Upon the complaint of the burghers here, the petitioners find and have daily experienced that the bakers do not act in good faith in the matter of baking bread for the burghers, but bolt the flour from the meal and sell it greatly to their profit to the Indians for the baking of sweet cake, white bread, cookies, and pretzels, so that the burghers must buy and get

* See *LO*, 142; and see *LO*, 184 for an ordinance of November 1654 pertaining specifically to Fort Orange and Beverwijck. Collection of such taxes was "farmed" out to the highest bidder; the amount collected above the bid was kept by the "farmer" as payment for his services.

largely bran for their money, and even then the bread is frequently found to be short of weight, and they ask one guilder, yes, as much as 24 stivers for such poor and short-weight baked bread. Which the petitioners in the interest of this community have thought it necessary to bring to your honors' attention, in order that in the future your honors may provide herein as you shall see fit, in the interest of the community here and especially of the plain and common people, who cannot bake themselves, so that if this continues the Christians must eat the bran while the Indians eat the flour; [praying therefore] that a proper weight and a price for the sale of proper bread may be set.

Whereas the people here, at Katskill, Esopus, and elsewhere are very short of *schepel* measures, whether whole, half, or quarter *schepels*, to measure grain or other commodities, your honors are requested to be pleased to order a reasonable quantity from *patria* to supply the people therewith [115], provided that everyone who receives one is to pay for it. Otherwise, one person and another measuring with a keg or kegs, great disputes are likely to be caused and to arise among the people.

Furthermore, as the petitioners are often compelled to take off time to attend to the duties of this, their accepted office, to the great loss and detriment of themselves and the public service, they request your honors to authorize that each of the magistrates during the term of his service or office be given a yearly salary at the discretion and pleasure of your honors, the same to be paid out of the excise, the general or other funds.

Expecting hereupon your honors' favorable recommendation, they are and will remain your honors' obedient and faithful servants, the magistrates of the court of Fort Orange and Beverwijck. Fort Orange, this 17th of March 1654.

Delivered this day to their honors, signed by all the members of this court. Received for answer that the written order and answer to this and the preceding petition would be sent as soon as possible from the Manathans.

Joannes Dijkman
Rutger Jacobsz
Andries Herperts
Jan Verbeeck
Jacob Schermerhooren
Cornelus Thonisen
Jan Thomasz

[116] Tuesday, March 31, 1654

Present:

Everyone

Jacob Luyersen, being summoned by the court to pay to the treasurers the fifteen guilders levied on every house pursuant to the resolution, has requested eight days' grace, which are granted him, when he must promptly pay the aforesaid sum to the treasurers.

Merten *de Brouwer*, for payment as before for his quota, absent.

Roeloff Jansz and Jacob Gerritsz, who have leased the house of Cornelis Theunisz for the indeterminate half, are ordered each to pay the half as required.

Commissary Dijckman, plaintiff, against Jochem *Becker* and Jacob Willemsen de Wolff, defendants, on account of assault and battery by Jochem *Becker* upon Jacob Willemsz de Wolff at his house on the last of February preceding.

The court having heard the statements of both sides and also having examined the evidence, it is resolved to condemn Jochem *Becker* to pay a fine of thirty guilders to the officer here within the space of forty-eight hours, on pain of attachment, and to order the aforesaid *Becker*, as is done hereby, to leave his neighbor, the aforesaid Jacob Willemsz de Wolff, and all others henceforth unmolested and in peace, on pain of arbitrary correction.

Commissary Dijckman, plaintiff, against Dirrick Bensingh, defendant, on account of abusive words spoken to the surveyors, which being further investigated by the court, it is decided to condemn him to pay a fine of twelve guilders to the officer before sundown.

Jan Thomasz, as attorney for Claes Thijsz *Cnijver*, plaintiff, against Willem Albertsen van Monickendam, defendant, about the delivery of some barrels to the value of f144:–, to be paid in grain or beavers.

The court having heard the statements and arguments on both sides, [117] it is resolved to condemn the defendant to pay the sum of f144:– demanded by plaintiff, within the space of six weeks, on pain of attachment. Also, that meanwhile the defendant is not to depart from here without giving proper security for the payment aforesaid, provided that

whatever the defendant has paid on account shall be deducted from the requested sum.

Dirrick Bensingh, having appeared before the court, requests a strip of ground behind his lot. The magistrates, or some of them, are requested to make an inspection of the same.

Jacob Luyersen is notified that he must file his answer to the written complaint of the officer sent to his house by order of the court, on or before the next court day, subject to the penalty provided.

It is resolved to have Lambert van Valckenburgh summoned to appear in court on account of the things done or committed by him last Wednesday two weeks ago at the house of Gerrit Jansz van Swoll, together with the witnesses who were present.

The request of Philip Pietersz Scheuler to enlarge his lot at the hill a certain amount is granted; the president and Andries Herpertsz and Jacob Schermerhoren being appointed a committee to show him how far [he may go].

Albert Andriesz appearing in court complains that besides the planks received by him from Merten Herpertsz from De Hulter's lot, there is due to him *f*70:3:12. Resolved to summon Merten Herpertsz to appear on the next court day to see if *Sr.* De Hulter cannot spare some more planks.

Resolved to draw the following orders on the treasurers for materials delivered to this fort and for wages:

To the carpenters, in the sum of *f*128:10:, in settlement of an account of *f*242:–

Albert Andriesz, for 116 boards at 24 stivers, *f*139:4:

Also to Rut Jacopsz for boards delivered, per account to be shown.

Joannes Dijckman
Rutger Jacobsz
Andries Herperts
Jan Verbeeck
Jacob Schermerho[oren]
Comelus Thonise[n]
Jan Thomasz

[118] Extraordinary Session, Thursday, April 2, 1654

Present:

Everyone,
except Cornelis Theunisz

Commissary Dijckman, plaintiff, against Claes van den Hoogen Bergh, defendant, about fighting of the defendant and Juriaen Theunisz on Shrove Tuesday at the house of Juriaen Theunisz. According to the declaration made by Juriaen Theunisz before this court on the third of March, the defendant came into his house drunk and assaulted and beat him.

The court, having heard the declarations and arguments of both parties, orders the defendant to pay a fine of sixty guilders, once, within the space of twenty-four hours, and not to go beyond the boundary posts until he has paid, on pain of further punishment. This covers also the abusive and threatening language addressed by the defendant to one of the members of this court while still in session, to wit, that if he, the defendant, had him in another place, he would teach him differently, etc.

Theunis Dirrixsz, appearing in court, requests that, Rut Arentsz *Kleermaker* having died, he may undertake the settlement of the estate of the deceased, provided that this court nominate and appoint two curators besides him.

The matter being taken into consideration, the petitioner's request is granted, he being accepted and appointed as curator and the Hon. Rutger Jacopsz and Goosen Gerritsz being associated with him, three of them as curators to settle the estate of the aforesaid deceased as best they can and in due time to render a proper accounting thereof to this court.

Joannes Dijckman
Rutger Jacobsz
Andries Herperts
Jan Verbeeck
Jacob Schermerhooren
Cornelus Thonisen
Jan Thomasz

[119] Tuesday, April 21, 1654

Present:

Everyone,
except Rutger Jacopsz

Marritgen Claesdr.,* plaintiff, against Roeloff Jacopsz, defendant, about an *anker* of brandy furnished by plaintiff to the defendant and money advanced to him.

The defendant's wife, appearing, says that the plaintiff sold two *ankers* of brandy to the defendant, of which to her knowledge she had one taken out of the cellar again, notwithstanding it had already been entered.

The court, having heard the statements and arguments of both parties, condemn the defendant to pay the plaintiff within the space of three days nine whole, good, merchantable beavers, leaving it to the choice of the plaintiff to deliver the other or second *anker* of brandy to the defendant and to receive ten beavers for the said *anker* and the money advanced, or, in case of failure to deliver said *anker*, to receive nine beavers. And in case the payment does not take place within the aforesaid time, it is ordered to proceed to immediate attachment.

Jacob Hendrixsz Sibbinick, plaintiff, against Jacob Adriaensen *Rademaker*, defendant, for ten beavers for wages earned on the house in which the defendant dwells.

Defendant's first default.

The Hon. Andries Herpertsz and Jacob Jansz Schermerhoren are appointed to lay out for Jacob Hendrixsz Sibbinck a garden next to the garden of Gillis Pietersz.

Commissary Dijkman, plaintiff, against Hendrick *Biermans*, defendant, for assault and battery.

Defendant's first default.

Pieter Bronck, for himself as well as for Anker Brijnsen and Lourens Lourensen, asks for six months' extension of time without having to pay any fines [for not building] on the lots granted to them in Beverwijk, because they cannot get nails and for other reasons. Their request is granted.

* abbreviation for *Claesdochter*, "daughter of Claes"

[120] Jacob Luyersz being summoned by the court on account of previous misdemeanors, the court, for various reasons known to them, have resolved to pardon the aforesaid person with reference to the misdemeanor committed by him and the heretofore-mentioned abusive words spoken to the officer.

The defendant appearing in court has begged forgiveness and stated that he knows nothing of the commissary and Officer Dijckman and his wife but what is honorable and virtuous. He is condemned, however, for assault committed on the public street to pay the officer at once a fine of 25 guilders, for the benefit of Officer Dijckman.

Joannes Withart, plaintiff, against Volckert Jansz and Pieter Hartgers, defendants, about payment for goods left in the year 1652 by Evert Tesselaer in the hands of the defendants.

Parties are referred to referees, Commissary Dijckman, Arent van Curler, Jan Baptista van Rensselaer, and Anthonis de Hooges, to agree on such terms as they can, the arbitrators to report their findings to this court.

Joannes Dijckman
 Andries Herperts
 Jan Verbeeck
 Jacob Schermerhooren
 Cornelus Thonisen
 Jan Thomasz

[121] Tuesday, April 28, 1654

Present:

Everyone

Jacob Hendrixsz Sibbinck, plaintiff, against Jacob Adriaensen *Rademaker*, defendant, about ten beavers which are due to the plaintiff from the defendant for wages earned on the defendant's house sold to Cornelis Segertsen.

The defendant admits the aforesaid debt.

The court orders the defendant to pay the aforesaid ten beavers to the plaintiff promptly on the first of May, which payment is to be made out of the first term of payment of the purchase money of the house, without any gainsay.

Jacob Jansz Schermerhooren, plaintiff, against Jacob Adriaense *Rademaker*, defendant, for *f*118:13:–, which the defendant owes to Elijsabet Cornelis, of whom he has a power of attorney to collect the aforesaid money.

The defendant admits the aforesaid debt.

The court orders the defendant to pay the plaintiff the aforesaid *f*118:13:– in the following installments, to wit, *f*50:– out of the first payment of the purchase money of the house sold by him to Cornelis Segertsen and the balance for the payment in full of the aforesaid sum out of the second payment, promptly, without any exceptions.

Claes Gerritsz, plaintiff, against Brant van Slichtenhorst, defendant, for 20 beavers of the defendant in the hands of the Hon. Rutger Jacopsz, attached by the plaintiff.

Defendant's first default.

Goosen Gerritsen, plaintiff, against Merten *Metselaer* for *f*75:8:8, entered here for the sake of notification.

[122] Jan Witthardt, plaintiff, against Pieter Hartgers and Volckert Hansz,* defendant, about a claim for goods left by Evert Tesselaer in the hands of the defendants.

The court, having heard the statements and arguments on both sides, orders that the defendants may retain the sum of fifty guilders out of the plaintiff's moneys in their hands, which has regard to the money advanced and expenses incurred on the side of the defendants during the litigation carried on by the contracting parties in Holland, upon condition that in case the plaintiff, or his principals there, are condemned to pay the costs of the suit, they shall have and receive for it the aforesaid sum. But in case it hereafter turns out to be otherwise and the defendants have definite advice and proof that the plaintiff is not condemned there in the costs aforesaid, the defendants shall be bound, instead of the fifty guilders which they retained, to pay promptly to the plaintiff or the authorized agents of Evert Tesselaer one hundred guilders, upon proof and evidence as aforesaid. Furthermore, the defendants are ordered to satisfy and pay immediately and promptly to the plaintiff the balance of the money for the goods which were left by Tesselaer in the custody of the defendants.

Gerrit Jansz van Swoll being summoned by the court to give testimony to the truth in regard to the dispute which took place at his house between

* See page 80n.

Andries Herpertsen and Lambert van Valckenborgh at the time of the departure of the hon. general, the defendant's second default [is entered against him].

Commissary Dijkman, plaintiff, against Hendrick *Bierman*, defendant, for assault and battery.

Defendant's second default.

Commissary Dijkman is ordered by the court to pay to Willem Albertsen van Monickendam, instead of *f*108:, which he owes him, eighty-eight guilders precisely within the space of fourteen days, and this on account of some abusive language addressed to the commissary according to the affidavits exhibited; he, Willem Albertsz, declaring before this court that he knows nothing further about the said commissary but what is honorable and virtuous.

[123] A petition was read of Anthonio de Hooges, demanding payment by Jacob Adriaensen *Rademaker*, first, of *f*228:– for planks delivered by his father-in-law, Albert Andriesz; secondly, also by Jacob Adriaensen, of the sum of 35 beavers due to Jan Tjebkens Schellinger for merchandise delivered by said Schellinger to Jacob Adriaensen, according to the note; the petitioner being authorized to receive both sums aforesaid.

Jacob Adriaensen admits before this court that he owes both of said sums and whereas said de Hooges requests that payment be made out of the first payment on the house sold by Jacob Adriaensen to Cornelis Segertsen,* it is decided and ordered that the said payment shall be made in two terms, to wit, the half of both amounts out of the first payment and the remaining half out of the second payment which Jacob Adriaensen is to receive for the aforesaid house.

And as regards the said de Hooges's third request contained in this petition, to have added to his lot one and a half rods, extending south and north, which according to his ground brief it was heretofore measured short, the same is granted him.

It is decided to have Merten Herpertsen *Metselaer* summoned to appear on the next court day to answer various matters on the part of his creditors.

Robbert Vastrick, in the name of his brother, Gerrit Vastrick, demands

* In the margin is written: "The attachment of the money is declared valid."

of Jacob Adriaensen *Rademaker*, for merchandise delivered, according to his promissory note, the sum of *f*379:–, of which he, Jacob Adriaensen, has paid four beavers on account.

Jacob Adriaensen acknowledges the aforesaid debt.

Robbert Vastrick demands payment out of the first payment for the house sold by Jacob Adriaensen to Cornelis Segertsen.

The court condemns and orders Jacob Adriaensen *Rademaker* to pay the aforesaid *f*379:–, less four beavers, as follows, to wit: one hundred guilders before the departure of the returning ships sailing from here for *patria* and the balance out of the second payment to be received for the house sold by him, according to the contract made.

[124] An order drawn on the treasurers in favor of Goosen Gerritsz, in the sum of *f*6:10:–, for 13 pounds of nails delivered for the fort.

Cornelis Segertsen, having a claim of *f*41:10 against Jacob Adriaensen *Rademaker*, asks permission to deduct this from the first payment for the house purchased by him, which is granted. And in order that the receipt and distribution of payment to the creditors of Jacob Adriaensen *Rademaker* may proceed more orderly, the honorable magistrates, Andries Herpertsen and Jan Thomasz, are appointed and charged therewith.

Carsten, living with the Hon. Jan Thomasz, is for the present excused from paying the fine for his lot in Beverwijck due on the first of May.

Joannes Dijckman
Rutger Jacobsz
Andries Herperts
Jan Verbeeck
Jacob Schermerhooren
Cornelus Thonisen
Jan Thomasz

Friday, May 30, 1654*

Present:

J. Dijckman
R. Jacopsz
A. Herpertsen
J. Verbeeck
J. Schermerhoren
C. Thonisz
J. Thomasz

Willem Fredrixsz Bout is hereby ordered to take his choice, either, as soon as this is shown to him, to stop furnishing imported beer to retailers, or to stop tapping; also not to lay in large quantities of small beer in his house; he, Willem Fredrixsz, being ordered to give his answer to the court messenger upon the exhibition hereof and to state which of the two things according to the custom of Holland he intends to and will do, the court messenger to note the statement or answer hereon and to make his return thereof on the next court day.

Abraham Pietersz Vosburgh is ordered to begin the bridge across the third kill within eight days and to proceed with the work until completed; and in case he does not comply herewith, the contract shall again be let by the court at the said Vosburgh's own expense and charge.

[125] According to the communication from the hon. general and the supreme council in regard to the nomination of officers made by this court, there have been chosen this day, in the place of the retiring magistrates, Rutger Jacopsz, Andries Herpertsz, and Cornelis Theunisz van Westbroeck, whose term of office has expired, the Hon. Sander Leendertsen, Pieter Hertgers, and Frans Barentsz Pastoors, who being summoned to come into court have taken the following oath of fidelity before the commissary:

We, the undersigned, Sander Leendertsen, Pieter Hartgers and Frans Barentsen, in the capacity of magistrates and judges of the bench of justice of Fort Orange and Beverwyck, promise and swear in the presence of Almighty God and our fellow brethren that we shall help to do true equity and justice between man and man and further in all matters to promote and assist the administration of justice and the government according to the best of our knowledge and ability; also, that we shall in

* apparent error by Dijckman for April 30, 1654

every way conduct ourselves loyally and faithfully toward the hon. states general of the United Netherlands, the hon. directors and masters of this New Netherland province and the hon. director general and council residing at New Amsterdam; with the further promise that we shall help to maintain here the Reformed Religion according to the Word of God and the regulations of the Synod of Dordrecht and not to tolerate publicly any sect, all in the best interest of this jurisdiction and community. So truly help us God Almighty.

The honorable retiring or former magistrates, Rutger Jacobsz, Andries Herpertsz, and Cornelis Theunisz, are duly discharged from their oath and most highly thanked for their honors' former good fellowship and the good service rendered to the company and to the public.

[126] Tuesday, May 5, 1654

Present:

J. Dijckman
 J. Verbeeck
 J. Schermerhoren
 J. Thomasz
 San. Leendertsen
 P. Hergers
 F. Barentsen

Rutger Jacobsz, plaintiff, against Willem Albertsen van Monickendam, defendant, about f35:— for beer delivered.

The defendant admits the aforesaid debt.

The court orders the defendant to pay the aforesaid f35:—, or the sum demanded, to the plaintiff within the time of six weeks, on pain of attachment.

Rutger Jacobsz requests to have a garden to go with the house which he intends to build within a short time, on his lot next to his dwelling house, which request is granted. And as to the request of Leendert Philipsz, the Hon. Magistrates Jacob Schermerhoren and Sander Leendertsen are appointed a committee [to consider the matter].

Willem Albertsen, appearing before the court, acknowledges that he is satisfied by Rutger Jacobsz for two months' hire of his yacht, leased for the service of the hon. general.

Hendrick Driesz,* plaintiff, against Jochem *Becker*, defendant, for shooting the plaintiff's dog three days ago on the public road.

Parties have compromised before this court, the defendant offering to have a young dog trained with others and when trained to deliver it to the plaintiff in the place of the dog that was killed; but as the deed was done on the public road and the plaintiff's dog was killed, the officer is allowed one beaver, which the defendant is to pay within twice twenty-four hours.

Hendrick Driesz, plaintiff, against Merten Herpertsen *Metselaer*, defendant, for *f*200:–, which defendant is alleged to owe plaintiff according to the promissory note exhibited.

The defendant admits the aforesaid debt, which is entered here only for the purpose of notification.

Jan van Twiller, appearing for Gerrit Vastrick, has exhibited a promissory note of Merten Herpertsen in the sum of *f*449:–, which the said Herpertsen admits he owes.

[127] Willem Albertsen van Monickendam, plaintiff, against Pieter Bronck, or Eldert *de Goyer*, defendants.

Defendants' first default.

The commissary, plaintiff, against Hendrick *Biermans*, defendant, for assault and battery.

The defendant declares that he knows nothing about it. Case adjourned until the next opportunity. Meanwhile, the commissary is to make further inquiry.

Jochem *Becker* is ordered to line the [bank of the] kill† on the side of Jan Labatie, as far as he, *Becker*, has dug it up, provided that the small corner of land provisionally added to his lot, to wit, Labatie's, shall be left until further order of this court; an extract from this record to be sent to the homes of both of them to regulate themselves accordingly.

* Hendrick Andriessen van Doesburg

† the First Kill or Rutten Kill

Merten Herpertsen acknowledges that he owes the following amounts:

| | |
|--|----------------|
| Gabriel Leendertsen | f18:– |
| Hendrick Jochemsz | f80:– |
| Dirrick Jansz Kron, according to obligation | f27:–(beavers) |
| Volckert Jansz | f31:– |
| Pieter Hartgers, for beer delivered, that is to say, a beaver coat delivered | f32:– |
| Sander Leendertsen, for nails | f17:3:– |

Willem Fredrixsz coming into court requests permission to continue the wholesale trade in beer, on condition that he will not lay in any beer in his house, other than that which is used for tapping and will enter this each time. It is decided that he may provisionally do so on that basis, provided that the beer which he does not tap, he must have the people themselves fetch from the brewery and that he may in no way take in or lay in any small beer in his house.

Claes Gerritsz, plaintiff, against the *Heer* Brant van Slichtenhorst, defendant, about 20 beavers due by defendant, attached by plaintiff in the hands of Rutger Jacopsz.

The plaintiff, appearing, submits a copy of a certain judgment given or pronounced by the hon. director general and the supreme council of New Netherland under date of July 19, 1652, whereby it appears that the defendant [128] on his third default of appearance was condemned at the Manathans by the hon. general and the supreme council aforesaid to return the peltries and goods which he had taken out of the plaintiff's chest, or the value thereof.

It is decided by this court that if the defendant has any objection to make against this, he may appear in person on the next court day, the plaintiff declaring that he intends to have the defendant for the third time legally summoned to appear at that time.

The commissary and president of this court is this day appointed to examine and look over the account of the collector, Pieter Rijverdingh, and to make a report of his findings.

Interrogatories upon which this court is to examine Volckgen Jansz, the wife of Jan Franz van Hoesem, and Jan Bembo, soldier.

- How old are they? Of competent age.
- Whether the evening before the hon. general came up here, the commissary did not come to the house of Jan van Hoesem? Answer, Yes.
- Whether the commissary, coming there, did not find a party of drunken Indians? Answer, Yes.
- Whether among them there was not an Indian who drank himself drunk on good beer? Answer, Yes.
- Whether they know where it was obtained, that is to say, the good beer? Answer, From the house of Willem Bout.
- How large was the *can*? Answer, A *mengel can*.
- Whether the commissary did not give the Indian twelve stivers to have the can filled again? Answer, Yes.
- Whether they did not taste whether it was strong beer? Answer, Yes.

[129] Resolved that Sander Leendertsen, Willem Bout, Jan Machielsz, Jan Hendrixsz, and Herman Bastiaensen shall build a convenient bridge in the road across the sewer which they have dug together. Also, that they must do so at the first opportunity, under the penalty to be provided, as otherwise it tends to obstruct the public road.

Joannes Dijckman
 Jan Verbeeck
 Jacob Schermerhooren
 Jan Thomasz
 Sander Lenrsen
 Pieter Hertgertsz
 Frans Barentsen Pastoor

Tuesday, May 12, 1654

Present:

Everyone

Willem Fredrixsz, plaintiff, against Rutger Jacobsz, defendant.

The plaintiff, appearing much intoxicated before the court, is ordered to depart.

Jan van Hoesem, plaintiff, against Merten Herpertsen *Metselaer*, defendant, for f52:8:–, which the defendant owes plaintiff.

The defendant admits the aforesaid debt, which serves here by way of notification.

Jan Labatie is ordered to return at the first opportunity the ten barrels of lime and the 1,600 bricks which he borrowed from the commissary, which he agrees to do accordingly.

Jan Labatie, plaintiff, against Gillis Pietersz, defendant, about the purchase of plaintiff's house at the Manathans, sold by the defendant for the plaintiff, and some nails left by the plaintiff in the defendant's hands, requesting a proper accounting of both.

The defendant says that he has rendered an accounting at the Manathans in the presence of the purchaser of the house. [130] The defendant undertakes further at the first opportunity to write about the account to the Manathans, so as to be able to make an accounting of one thing and another in proper form.

It is decided to give the defendant four weeks' time from this date and if within that time no accounting is made by the defendant, the plaintiff may apply to this court, when further action will be taken in the matter complained of.

Claes Gerritsen, plaintiff, against the honorable Brant van Slichtenhorst, defendant, about 20 beavers due by the defendant attached by the plaintiff in the hands of Rutger Jacobsz.

Defendant's third default.

The court orders Rutger Jacopsz to let the plaintiff have the 20 beavers and to satisfy him, upon sufficient security, in accordance with the judgment rendered by the hon. general and the high council.

Sijmon Groot is ordered to build within two months upon the lot that has been granted to him, on pain of having to pay the full fine.

Sijmon Groot, on account of Jan Peeck, demands of Merten *Metselaer* f61:— according to the account.

Merten *Metselaer* admits the aforesaid debt. Entered here [by way of memorandum].

Pieter Lot is given until the fair* to build upon the lot granted to him. In case he does not build by that time, he shall pay the full fine and because he has not yet begun, he must pay one beaver to the officer.

Hendrick Gerritsen is to pay two beavers for not having built upon his lot.

Jacob Hendrixsz Sibbinck likewise two beavers.

Jacob Hendrixsz Sibbinck is granted a garden, adjoining on the west Gillis Pietersen, on the north Pieter Hartgers, on the east the wagon road, and on the south the thicket, in length $7\frac{1}{2}$ rods and in breadth on the north side 4 rods and 10 feet and on the south side 4 rods.

Wijnant Gerritsen is ordered to pay a fine of f25:— to the officer for not having built upon his lot and f6:— for having fought; to be paid within 48 hours.

Luykas Pietersz f25:— for not having built upon his lot, to be paid within 48 hours.

[131] Machiel Rijckertsen is condemned to pay four guilders to the officer for having last day of prayer sat drinking at the house of Jacob Luyersen during divine service.

Gabriel Leendertsen is ordered to hold back f25 out of the money which he must pay Lourens Jansz on account of the purchase of the house and to pay this to the officer because Lourens Jansz has not fenced in his garden.

Resolved that the gardens which have been laid out shall this afternoon be distributed by lot or otherwise to those who have made request therefor.

Abraham Pietersz Vosburgh being summoned by the commissary and officer to appear in court to settle as far as possible the disputes which have arisen among the burghers on account of the faulty surveying and

* The autumn fair was held on September 23.

also on account of some gardens, which without the knowledge of this court are being fenced in or have been granted away, the said Vosburgh is ordered to deliver into this court his surveyor's book, which he, Vosburgh, said he would consider doing. However, it is decided that the court messenger shall immediately go with the said Vosburgh to his house, he, Vosburgh being ordered to give the aforesaid book to the court messenger; but as the court messenger reports to this court the said Vosburgh's unwillingness in this matter, it is decided for the second and final time to send the court messenger to him, Vosburgh, with the same order as aforesaid. The said messenger reporting for the second time [Vosburgh's] unwillingness, it is resolved that tomorrow, upon his refusal to deliver the aforesaid surveyor's book kept by him, the officer shall take him into custody until further order of this court.

Upon the request of Elijsabet Cornelisdr., the Hon. Pieter Hertgerts, together with the Hon. Jacob Schermerhoren and the Hon. Cornelis Segertsen are appointed guardians of the two children left by Gijsbert Cornelisz, deceased.

Joannes Dijckman
 Jan Verbeeck
 Jacob Schermerhooren
 Jan Thomasz
 Sander Lenrsen
 Pieter Hertgerts
 Frans Barentsen Pastoor

[132] Tuesday, May 19, 1654

Present:

J. Dijckman
 J. Verbeeck
 J. Schermerhoren
 J. Thomasz
 Sander Leendertsen
 Pieter Hertgerts
 Frans Barentsz Pastoors

Willem Fredrixsz, plaintiff, against Rutger Jacopsz, defendant, about a barrel of beer or twenty guilders, which defendant claims to have

delivered to plaintiff upon mutual settlement of accounts and execution of a general receipt for beer delivered by defendant to the plaintiff. Plaintiff denies this and refers to the receipt executed and signed jointly by the defendant and Goosen Gerritsen.

Plaintiff is ordered to produce the aforesaid receipt in court together with the delivery book of the defendant, in order that the date, etc., may serve as evidence and the judgment of this court in the case may thereupon follow.

Leendert Philipsz being summoned to appear in court in regard to the lot granted to him and the officer's claim that it has not been built upon within the appointed time, the defendant, appearing, claims that the person of Herman Bastiaensen gave him permission to delay. Decided that Herman Bastiaensen shall be summoned to appear on the next court day together with his opponent.

Isaac Allerton, plaintiff, against Thomas Sandertsen *Smit*, defendant.

Plaintiff demands of defendant *f*195:— according to the note signed by him.

The defendant admits the aforesaid debt and promises to pay the plaintiff through Jan van Aecken out of the first payment for the house sold by him, [paying] to him or the aforesaid van Aecken, first the sum of one hundred guilders and a year later the balance, being *f*95:—, to the plaintiff or his agent and substitute here.

The court, having heard the statements on both sides and found that the parties are satisfied therewith, order that the said agreement shall be strictly carried out by the defendant, on pain, etc.

[133] Whereas it is found by experience and brought to the attention of this court that some of the inhabitants of this jurisdiction venture to sail in canoes, rowboats, or other vessels from here to the Esopus and Kats[k]il plain to sell brandy or liquor to the Indians along the way, or at the aforesaid places, to the considerable detriment of the good inhabitants there, it is decided to have notices posted that no one residing within this jurisdiction and consequently belonging thereto shall be allowed to sail thither from here in any rowboats, canoes, or other vessels without having the same inspected here by the officer and without having obtained proper consent to go thither from and in the name of this court, on pain of forfeiture by those who shall be found to have acted contrary hereto of the sum of fifty guilders for each offense for the benefit of the officer here.

Willem Fredrixsz Bout, being summoned to appear in court on account of the sale of strong beer to the Indians, the court, having also examined the affidavits and information secured by the officer for that purpose, condemn the defendant to pay a fine of twenty-five guilders for the benefit of the officer, with costs, to be paid within 48 hours.

Merten Herpertsz *Metselaer*, being summoned to appear in court by the following persons, acknowledges that he is well and truly indebted to them as follows:

| | |
|-------------------|--------|
| Willem Fredrixsz | f211:– |
| Jacob Jansz Stoll | 180:– |

To Lourens Lourensen, twenty-six good, merchantable beavers, which is entered here by way of memorandum.

Jacob Jansz Flodder, having failed to build upon his lot granted to him in Beverwijk within the proper and specified time, is condemned to pay a fine of sixteen guilders for the benefit of the officer.

[134] Eldert Gerbertsen, because he has failed to enclose the lot that was granted to him within the proper and specified time, is condemned to pay within 48 hours a fine of ten guilders for the benefit of the officer.

Geertruyt Jeronimus, being summoned to appear in court on account of some abusive and slanderous words spoken and addressed to the members of this court that were present, the first default is entered against her.

Abraham Pietersz Vosburgh, being summoned to appear in court to show why he does not begin and complete the bridge across the second kill, according to the contract made by him, has brought forward some reasons for excuse. However, the appearer is ordered to begin the aforesaid work during the coming Pentecost week and then to complete it; otherwise, in case of further delay, the contract for the work shall at his own cost and charge be let by public bidding, as the failure to make or complete the bridge tends to the great inconvenience of the burghers here.

Jan Verbeeck, plaintiff, against Thomas Koninck, defendant, for the balance of payment due to plaintiff by defendant for the delivery and sale of a house to the defendant, in payment for which the plaintiff received some planks from the defendant, who sent them to the Manathans to *Mr.*

Jacob *Barbier*,* but which are said to have been found not merchantable there.

The defendant says that he received the planks from Evert Pels, who owed him good boards.

The plaintiff says that he has not seen the planks that were delivered.

The court, having heard the statements and arguments on both sides, is of opinion that the parties must recover their loss in connection with the planks delivered from Evert Pels, who delivered them, and if they have been shipped to the Manathans, there and in such way as they shall see fit.

It is decided that Goosen Gerritsen must without delay move back the palisades enclosing his lot at the hill [135] as far as the stakes that have been set by this court on the street line, besides the palisades, on pain of incurring the penalty to be provided, without prejudice to the demands of the officer.

Upon the request of Claes van Rotterdam and *Oom* Dirrick that they may each obtain a lot in connection with the gardens that were granted to them, it is decided to adjourn the matter until further instructions from the hon. general and the high council.

Stoffel de Timmerman, having set a post near his lot, far outside of the line, in the common road, to begin enclosing his lot from that point, it is ordered that the aforesaid *Stoffel* must remove said post and the Hon. Magistrates Jacob Schermerhoren and Pieter Hertgerts are appointed to stake out the proper line and to do or cause to be done whatever is required.

Upon the request of Cornelis Segertsen to have a piece of woodland and to be allowed to fence it in as a pasture for his cattle, lying behind the enclosed land of Jan Barentsz Poest, it is decided to give for answer that this court will this day make an inspection thereof in order afterwards to pass a resolution thereon.

Joannes Dijkman
Jan Verbeeck
Jacob Schermerhooren
Pieter Hertgerts
Frans Barentsen Pastoor

* Jacob de Hinsse

[136] Friday, May 22, 1654

Present:

J. Dijckman
J. Schermerhoren
J. Thomasz
P. Hertgertz
J. Barentsz Pastoor

Jacob Jansz Stoll, plaintiff, against Jacob Flodder, Eldert Gerbertsz, Willem Bout, and Sander Leendertsen, defendants.

The plaintiff exhibits a written contract made the day before yesterday between him and Jacob Flodder, whereby Jacob Flodder sold to the plaintiff certain two horses belonging to the sawmills, or being his, Flodder's, which in accordance with the aforesaid sale were yesterday also delivered to the plaintiff by him, Flodder. [This], however, [is objected to by] the sureties of the said Flodder, to wit, Sander Leendertsen and Willem Fredrixsz Bout, in view of a special contract signed by the said Flodder in regard to [the lease of] the two mills on the Fifth Kill,* whereby his goods such as belong to mills and further all his other goods, none excepted, which he then had or might acquire or gain in the future, were specially mortgaged and pledged as security to the aforesaid sureties, as may appear more at large from the contract signed by Jacob Jansz Flodder, it being the intention of the aforesaid sureties, as they have openly declared before this court, that the horses that were sold may not be removed from there until and before Jacob Jansz Flodder shall have delivered to the lessee with the mills two similar, good horses, in the stead of those that were sold.

One thing and another being duly considered by this court, they are unable to conclude that at the request of the sureties the horses may not be removed until the aforesaid Flodder shall have brought to the aforesaid mills two horses as aforesaid in the stead of the two that were sold; on the other hand, in order to satisfy the claims which the sureties make in virtue of the aforesaid written contract signed by Jacob Flodder, he can first of all duly discharge the aforesaid sureties from the obligations of the bonds signed by them in regard to the aforesaid mills on the fifth kill, [137] since the claims of the sureties aforesaid in this matter, as soon as they are discharged, of themselves cease or become void.

* Located over a mile north of Fort Orange near the farm of Broer Cornelissen; also known as Blommaert's Kill Patroon's Kill, and later Flodder's Kill. See *VRBM*, 193, for additional information.

Meanwhile, since the plaintiff claims that he suffers much loss, expense and damage by reason of the fact that the aforesaid horses are not delivered to him according to the bill of sale, the plaintiff can recover these from the person of Jacob Flodder, whether by further contract, arbitration, or otherwise, in all where and in such way as he shall see fit. Meanwhile the aforesaid Jacob Flodder is condemned in the costs of this extraordinary session of the court, advanced by the plaintiff.

Joannes Dijckman
 Jacob Schermerhooren
 Pieter Hertgerts
 Frans Barentsen Pastoor

Thursday, June 4, 1654

Present:

Everyone

A letter having been received yesterday from the Hon. Director General Petrus Stuyvesant of the 31st of the preceding month, regarding the rumors about the English, ordering that the soldiers be sent down, both those who are in the service and those who were discharged some time ago, and also to enlist people in the country's service and to send them down at the first opportunity, it is decided to have the drum beat and to enlist all those one can get and who present themselves, on condition that they be given a little money in hand, and further upon the wages of the hon. company without prejudice to this court. Furthermore it is decided to reply to the aforesaid writing as may appear at length from the letter book.*

Joannes Dijckman
 Jan Verbeeck
 Jacob Schermerhooren
 Pieter Hertgerts
 Frans Barentsen Pastoor

* *Minuytboeck*; apparently reference to a record book in which copies of letters and drafts of other documents were entered. Such a book no longer survives.

[138] Tuesday, June 9, 1654

Present:

Everyone

Cornelis Theunisz, plaintiff, against Roeloff Jacopsz, defendant, about ten beavers and two guilders for house rent claimed by plaintiff from defendant.

The defendant admits the aforesaid debt.

The court, having heard the statements and arguments on both sides, condemn the defendant to pay the plaintiff the aforesaid ten beavers and two guilders in sewant within the time of six months, the attached property of the defendant to remain attached until he has paid or given sufficient security for the payment.

Roeloff Jacopsz, plaintiff, against Jan Gouw, defendant, about 7¹/₂ beavers which plaintiff owes the defendant and for which [the latter] has attached goods belonging to the plaintiff. The plaintiff says that money is due him from Jacob Adriaensen *Rademaker* and that he assigned this to the defendant in payment [of his debt]. It is decided that the plaintiff may have Jacob Adriaensen *Rademaker* summoned to appear before the court on the next court day.

The court having heard the complaint of Roeloff Jacopsz against Jan Gouw, that the latter was spending time daily with his wife, etc., the case is adjourned until the next court day, or some other time when further evidence about it may be presented.

Jacob Adriaensen *Rademaker*, plaintiff, against Jacob van Loosdrecht *Timmerman*, defendant, about some work which the defendant agreed to do for the plaintiff, and which he did not finish according to his promise, etc.

Defendant's first default.

Jan Roelofsen, for not having built upon his lot in Beverwijck within the appointed and proper time, is ordered to pay one beaver within 24 hours.

[139] Pieter Bronck, plaintiff, against Huybert Jansz *de Guyt*,* defendant, about f74:— Which the defendant is alleged to owe plaintiff.

The defendant admits the aforesaid debt.

The defendant is ordered to remain under arrest until he pays the

* the rascal or rogue

seventy-four guilders demanded, or otherwise gives sufficient security that payment will be made within the space of three months.

Arent van den Bergh, plaintiff, against Arent Andriesz, defendant, on account of a dispute about a gun for which the plaintiff paid a certain sum in hand and which the defendant claims to be his gun.

The court is of opinion that the gun must be restored, provided the defendant bears part of the expense, as is proper.

Steven Jansz, plaintiff, against Merten *de Brouwer*, defendant, about *f*45 or *f*46 for wages earned by the plaintiff [for work] on defendant's house.

The defendant says that to his inconvenience the plaintiff quit the work which he had agreed to do. Furthermore that the defendant had the timber for two window frames* hewn for the plaintiff, which the plaintiff himself should have hewn.

The court, having heard the arguments on both sides, refers the parties to arbitrators, Herman Bastiaensen, surveyor, and Claes Jansz van Baere *Timmerman*, who are to inspect the work this day, according to the verbal agreement, and to make a report thereof to this court on the next court day.

Evert Pels, plaintiff, against Jan Fransen van Hoesem, defendant, on account of *f*62:–, which the defendant owes the plaintiff for the delivery of planks.

The court orders the defendant to pay the plaintiff the aforesaid sum of sixty-two guilders, according to the note, within the space of twice twenty-four hours, on pain of attachment.

[140] Rutger Jacobsz and Goosen Gerritsen, in the name of those in the community here who keep cattle, have requested permission to close the common road with gates so as to form a corral for the cattle, on condition of building a footstep on each side. This is provisionally granted until further inspection.

Andries de Vos, having a power of attorney from Abraham Pietersen Vosburgh, has delivered to the court a written answer to the written complaint heretofore presented to this court by the commissary in regard to the offenses committed by the aforesaid Vosburgh. The same being read, the commissary and officer here has agreed to respond thereto at the first opportunity as required by law.

* *kruijs kosyns*: two-framed windows (*bol kosyns*) whose dividers form a cross

There having been presented to this court the written report of the arbitrators, Herman Bastiaensen, surveyor, and Claes Jansz van Baren *Timmerman*, heretofore appointed to inspect the work in dispute between Steven Jansz and Merten *de Brouwer*, and to report thereon, it appears that Merten aforesaid, according to the best of their knowledge, is entitled to deduct the sum of eleven guilders from Steven Jansz's account. The said report is approved and Steven Jansz is condemned, as he is found to have been at fault, to make proper compensation to the arbitrators in addition to having the eleven guilders deducted from his account.

Joannes Dijckman
Jan Verbeeck
Jacob Schermerhooren
Pieter Hertgerts
Frans Barentsen Pastoor

[141] Tuesday, June 16, 1654

Present:

Everyone
except Sander Leendertsen

Jan Adriaensen, plaintiff, against Evert Pels, defendant, for the sum of forty-four beavers and six otters, amounting together to the sum of four hundred guilders, in part payment of which the plaintiff, or his agent, has accepted an account against the hon. company for wages earned by the defendant, according to a power of attorney given to Jan Jansz van Gottenborg in favor of Willem Honttum. The aforesaid account amounts to two hundred eighty-five guilders, four stivers, so that there is still due to the plaintiff on account of his master, Willem Honttum, or whomever it may concern, the sum of one hundred fourteen guilders, sixteen stivers.

The court having heard the statements and arguments on both sides, is of opinion that the defendant must pay to the plaintiff the sum of one hundred fourteen guilders, sixteen stivers before the departure of the first ship from this country for *patria*, the above-mentioned account of f285:4-, shown to this court and accepted in payment by the plaintiff or his attorney according to the signature, serving to make up the payment in full.

The Hon. Andries Herperts has delivered in court an account of disbursements made last year to Keese Waeye, dispatched expressly with letter to the Manathans, amounting in sewant, etc., to *f*35:8 stivers; and for cutting quarry stones for the new Company's house next to Jochem Keteluy, twenty guilders, amounting together to the sum of *f*55:8, stivers, which sum the collector is ordered to pay him. But as to his honor's further claims on account of his having been sent last year to the Manathans as a delegate from this court to the general *Lantdagh*,* the expenses whereof amounted according to the account to *f*150:–. The payment thereof is deferred until the hon. general shall have been written to about it.

[142] Leendert Philipsz, plaintiff, against Herman Bastiaensen, defendant, about the lot in dispute at the last session of the court.

Defendant's first default.

Jan Gouw, plaintiff, against Roeloff Jacobsz, defendant.

The defendant appeals to [the testimony of] Jacob Adriaensen *Rademaker* whom he may cause to be summoned to appear on the next court day.

Dirrick Bensinck, being summoned by the commissary and officer to appear before the court to testify in regard to the situation of his garden, drawn by lot by the Hon. Jacob Schermerhoren and with the leave and consent of this court transferred by him to the aforesaid Dirrick Bensingh, has declared as follows, to wit:

That last Pentecost morning, while he, Bensinck, was standing in front of his door, Andries de Vos and Abraham Pietersz Vosburgh came to him and asked him, Bensinck, first, whether he had complained about his garden to this court, whereupon he, Bensingh, said: "It is still my garden, although you people have enclosed it without my [consent]," and that he had enough reason to complain because they had taken his garden away from him without his knowledge and that they knew that it was his garden was certain, for they had previously asked him to contribute his share in erecting the fences between them. Whereupon they replied that rather than have him, Bensinck make much fuss about it, they would give him back his garden, provided that he would pay and reimburse them for the expenses incurred by them on the garden. Whereupon he, Bensinck, answered them that they had no power to give away the garden, but that the authority in the matter rested with this court, which had once granted

* provincial assembly

it to him. He therefore requests that he may be continued by this court in the possession of this garden and be allowed to keep what was once given to him, he, Bensinck, declaring [143] further that Abraham Pietersz Vosburgh, upon resurveying [the lots], found that on the side of his house, between him and Willem Hap, there was more ground [than originally stated] and that he had allotted them each a few feet of ground.

Commissary Dijkman, plaintiff, against Luykas Pietersen, defendant.
Defendant's first default.

Interrogatories upon which the Hon. Andries Herpertsen and Cornelis Theunisz van Westbroeck, recently retired magistrates, have been examined.

Whether they gave their consent to the giving away of the garden of Dirrick Bensinck, formerly owned by Jacob Schermerhoren? Answer, No.

Likewise of the garden which Luykas Pietersen has enclosed and for which he received a ground brief without the knowledge of this court? Answer, No.

Likewise of the garden of Cornelis Vos, next to the *Heer* Rensselaer's? They declare that they know nothing about it.

Likewise in regard to the extension of the lot of Abraham Pietersz Vosburgh, where he lives? They declare that they know nothing about the new extension and the Hon. Andries Herpertsen declares that Abraham Pietersen Vosburgh has without their knowledge, on his own authority, added a piece to the *Heer* de Hooges's garden, given and allotted to him by this court. They offer, if need be and required, to confirm the preceding declarations by oath.

The petition of Pieter Lott for a garden to go with his lot is laid aside until the next court day.

Post Meridiem

The Hon. Volckert Jansz, formerly a magistrate, being legally summoned by this court to testify in regard to the lot of Abraham Pietersen Vosburgh, has testified as follows, namely: That he and other magistrates of this court had shown to the aforesaid Vosburgh [144] the length and breadth of the lot, [extending] to certain stakes that were driven into the ground, and that the said Vosburgh in first enclosing his lot had governed himself accordingly and that he is not aware that any additional land was afterwards granted to the said Vosburgh. Also, as sworn surveyors ought to be trusted to make the survey, that he has not verified the number of rods of the survey.

Secondly, that the lot of Cornelis Vos, near the bridge by the Hon. de Hooges, was ordered to be laid out with an angle for the greater convenience in using the road across the bridge.

Wednesday, June 17, 1654

Present:

Everyone except Sander Leendertsen

A petition was read from Adriaen Jansz van Leyden requesting permission to have a lot next to the palisades of Thomas Jansz for a public house instead of a city tavern, in accordance with the consent obtained from the hon. general and the hon. high council of New Netherland, written in the margin of his petition, dated the 30th of April last past; whereupon it is decided that the respective members of this court shall first inspect the place. Commissary Dijckman and Jacob Schermerhoren being appointed to lay out and measure off the lot, they report to this court that in virtue hereof they have for this purpose laid out a lot for the aforesaid Adriaen Jansz van Leyden, next to the road along the palisades of Thomas Jansz, in width, front and rear, five rods, eight feet, in length fourteen rods, which is entered here by way of memorandum.

Joannes Dijckman
 Jan Verbeeck
 Jacob Schermerhooren
 Pieter Hertgerts
 Frans Barentsen Pastoor

[145] Extraordinary Session, Thursday, June 18, 1654

Present:

As above

A petition having been read of Andries de Vos and Abraham Pietersen Vosburgh, demanding proof of the term “delinquent” in the order issued on the statement of the offenses committed by Abraham Pietersen Vosburgh, filed in writing by the commissary and officer, it is decided to make an apostil thereon, as follows:

Whereas the honorable court ordered the defendant by Tuesday, being the next court day, to present his written rejoinder to a certain replication filed by the commissary and officer regarding the offenses committed by the defendant, which replication was sent to him by the court messenger and in the absence of the defendant and his wife presented by the court messenger to the defendant’s attorney, the aforesaid court messenger has in a written return made to this court set forth that he received from the defendant’s attorney the statement that the defendant’s attorney, Andries de Vos, was not inclined to receive any writ of the court until the charge of being a delinquent had been proved to the defendant by the officer and that the aforesaid attorney had received instructions to that effect from the defendant before his departure. Whereupon the court has concluded to order the aforesaid replication to be sent once more to the defendant’s house, with the express command that he must strictly observe and comply with the order thereon issued by this court, the defendant, or his attorney, being further ordered once more [146], as they are hereby, that they, or either of them, must next Tuesday, without delay, appear before this court and at the same time deliver the documents or proofs which the defendant may have to submit in his defense, when the officer shall likewise produce his evidence to the contrary, to show that the defendant on all counts is a delinquent, as the officer fully undertakes to do.

And whereas the officer has requested that as he, in his capacity as aforesaid, is to prove the defendant to be a delinquent, the latter [may be ordered to] submit his counter proofs, if he has any, at the same time as the officer—which request the court judges to be not unreasonable—they finally order the defendant to appear on Tuesday next and to argue his case against the officer orally and in writing.

Joannes Dijckman
Jan Verbeek
Jacob Schermerhooren

Pieter Hertgerts
Frans Barentsen Pastoor

[147] Tuesday, June 23, 1654

Present:

All except Sander Leendertsen

Last Sunday a letter was received by this court from the honorable general, of the 17th of this month, wherein he advises the court of the bad news received from the north;* and that on that account, for the better defense of the Manathans, they were not only busy repairing the old works, but also obliged to begin some new ones. Complaining of the scarcity of money in the treasury, he requests that the most prosperous of the burghers here lend a helping hand and that this court would be pleased to negotiate a loan of money, on condition that it be returned within a year, either in duties, or otherwise, for which his honor and the honorable councilors offer their persons and property as security.

After careful consideration of the matter, this court has decided to summon the most prosperous and loyal citizens and to communicate the matter to them, with the recommendation that they assist the honorable general in this great inconveniency, who, having been summoned one by one and appeared in court, have signed for the following amounts, which they have agreed to furnish promptly for the purpose and on the conditions hereinbefore written, and which it is decided to send at once by the sloop of Jacob Sijmontsz Klomp, in company of two other sloops, which are lying ready to sail for the Manathans. They have contributed and signed as follows:

| | |
|---|--------|
| Arent Andriesz, two beavers | f16.– |
| Cornelis Theunisz, 25 beavers | 200.– |
| Andries Herpertsz, in sewant | 70.– |
| Abraham Staets, in sewant | 200.– |
| Gerrit Jansz <i>Kuyper</i> , 50 beavers | 400.– |
| [148] Brought forward from preceding page | f886.– |
| Jan van Hoesem, four beavers | 32.– |
| Herman Bastiaensen, four beavers | 32.– |
| Hendrick Jochemsz, in sewant | 100.– |
| Jan Hendrixsz, four beavers | 32.– |

* New England

| | |
|---|----------|
| Joannes Dijckman, in sewant | 28.— |
| Jochem <i>Becker</i> , five beavers | f40.— |
| Jacob Schermerhoren, 12½ beavers | 100.— |
| Karsten Jansz <i>Smit</i> , 6 beavers and 2 f in sewant | 50.— |
| Pieter Loockermans, 1½ beavers | 12.— |
| Jacob Thijsz vander Heyden, 1½ beavers | 12.— |
| Adriaen Jansz van Leyden, 6 beavers and 2 f in sewant | 50.— |
| Volckert Jansz, 20 beavers | 160.— |
| Evert Jansz Wendel, four beavers | 32.— |
| Pieter Bronck, 2 beavers | 16.— |
| Frans Barentsen, in sewant | 16.— |
| Cornelis Vos, 2 beavers | 16.— |
| Pieter Hertgers, 12½ beavers and f70 in sewant | 170.— |
| Rem Jansen, 5 beavers | 40.— |
| Jan Labatie, 12½ beavers | 100.— |
| Jan Thomasz, in sewant | 100.— |
| Thomas Jansz, one beaver and f2 in sewant | 10.— |
| Claes Hendrixsz <i>Timmerman</i> , a promissory note payable by Willem Beeckman, to be collected by the Hon. General | 50.— |
| Willem Bout, 10 beavers | 80.— |
| Goosen Gerritsen, 15 skipples of wheat and 2 beavers | 61.— |
| Total 192½ beavers and f590 in sewant | f2,225.— |

But in recounting the number it was found that there was one beaver too much, which was sent also, as follows:

144 whole beavers
 18 *drielingen**
 75 half beavers

On the 26th of June the above amount was sent off by Jacob Sijmontsen Clomp and the wheat by the accompanying yacht of Claes Thijsz.

[Done] in the presence of the honorable magistrates, Jan Verbeeck and Jacob Jansen Schermerhoren.

Joannes Dijckman
 Jan Verbeeck
 Jacob Schermerhooren
 [space left open]
 Pieter Hertgers
 Frans Barentsen Pastoor

* a substandard pelt; literally one-third less than full grown

[149] Tuesday, June 30, 1654

Present:

J. Dijckman
J. Verbeeck
J. Schermerhoren
Pieter Hertgerts
Frans Barentsz

Andries den Vos, as attorney for Abraham Pietersz Vosburgh, being summoned to appear in court, is notified and ordered once more and as an extra warning to himself and his principal that he must two weeks from this date produce in court all the evidence which he may have in defense of Abraham Pietersz Vosburgh, on pain, etc. Meanwhile the officer, Dijckman, has not been neglectful but offered to deliver to this court the documents and papers which he can produce in support of his charges against Abraham Pietersz Vosburgh and [requests] that the replication to which he must make answer be again sent to him by the court messenger.

Jochem *Becker*, being summoned by the commissary and officer to appear in court to testify whether Elmerhuysen Kleyn and Gerrit Slichtenhorst did not sell brandy to the Indians and whether he did not have certain knowledge thereof, more than the common rumor and complaint thereof among the burghers, has declared as follows:

That about two months ago, the exact day he has forgotten, he saw a certain Indian get brandy and drink it at the house,* who, coming out of their house drunk, picked up a mallet lying near the house of Jan van Hoesem, his neighbor, and therewith forcibly banged open the door of his house and thereupon greatly molested him and his family. Also, that when he banged with the mallet on the door, the door sprang out of its hinges, and that he committed many other outrages. Furthermore, that afterwards a Mahican, commonly called "Pimp," being there in the house drunk and wishing to pay for the brandy drunk in the house, with enough money, so it seemed, was given a sound thrashing by Elmerhuysen and Slichtenhorst, and on coming out of the house made a good deal of trouble here and there.

* Marginal notation intended for insertion at this point: "He further declares that he saw them hold the glass in their hand and fill it with brandy, and that he drank it in the house, tapped in their own glass."

Jacob Adriaensen *Rademaker* has requested that the attachment of the goods of Jacob van Loosdrecht at the house of Andries Herperts might be declared valid.

The same is declared valid.

[150] Willem Jansz Stoll, being summoned to appear in court on account of his having stabbed Dirrick Lammertsz, this day two weeks ago, at the house of Hendrick Jochemsz, with a knife, has sent in his stead Willem Fredrixsz, who, appearing, has requested in the name of the aforesaid Stol that the matter might be compromised, which the officer is ordered by this court to do, with this reservation, however, that in case he cannot agree with the parties to his satisfaction and as is proper, in the presence of two arbitrators, he can let the action stand, to be hereafter disposed of by this court.

Meanwhile, the witnesses who were present, having been summoned by the commissary and officer to appear in court, have declared as follows:

Interrogatories upon which the honorable court is to examine Hendrick Jochemsz, Jan Gouw, Thomas Sandertsen, and Wijnant Gerritsen.

Whether yesterday, two weeks ago, in the afternoon, they were not at the house of Hendrick Jochemsz? Answer, Yes.

Whether they did not see there some persons who were bowling and who they were? They declare they themselves, with the exception of Hendrick Jochemsz, and some others were bowling there.

Whether, in the course of the game, some trouble did not arise and through whom? They declare that they saw no trouble, except during the last game.

Who the first person was to make trouble? That Dirrick said to Willem Jansz Stoll, shaking him by the sleeve, without striking him, that he should keep his mouth shut, or he would sew it up with a waxed thread. Willem said that Dirrick was a beggar. Willem said: "Go and get a sword or a rapier and

strike if you are an honest fellow!"

Whether Willem Jansz Stoll did not come with a bare knife in his hand and unawares stab Dirrick?

They declare, Yes, and that he said among other things to Thomas Sandertsen: "Will you take it up for him?" stabbing and cutting in every direction.

Whether they know how Dirrick received the stab?

They declare that they paid no attention to it and do not know exactly how.

Whether Dirrick did not seek to retreat from one place to the other?

They declare, Yes, and that others meanwhile did their best to separate them.

[151] Stoffel *de Timmerman*, having come into court, requests payment for four bolt locks and one door lock for the guardhouse, the first being delivered for the bastions of the fort, amounting together to *f*9:–. Decided to grant him [payment] and draw an order on the honorable treasurers for the amount.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hertgerts
Frans Barentsen Pastoor

Tuesday, July 7, 1654

Present:

J. Dijckman
J. Schermerhoren
Jan Thomasz
Sander Leendertsen
Pieter Hertgerts
Frans Barentsz

Jochem *Becker Backer* being legally summoned by the commissary and officer to appear here on account of the declaration made before this

court on the 30th of the preceding month, which was again read to him, *Becker*, he has at the request of the president and officer with uplifted fingers, by solemn oath, confirmed the said declaration regarding the sale of brandy to the Indians by Elmerhuysen Kleyn and Gerrit Slichtenhorst, for so far as it appears thereby.

A petition was read of Dirrick Lammertsen van Otmarssen,* setting forth that yesterday three weeks ago, without any resistance on his part, he was stabbed and wounded by Willem Jansz Stoll, which said Stoll, as he understands, has agreed with the commissary and officer as to his due and the surgeon's fee, and praying therefore that for his pain and suffering and loss of time he may also be granted some compensation by this court. Whereupon it is decided to note in the margin that the lieutenant may before the next court day file a statement about it with this court, when this court will take his claims into further consideration and pass a resolution thereon.

Marcelus Jansz, plaintiff, against *De Paus*,† defendant, concerning a dispute about a half barrel of beer.

The defendant as well as the plaintiff refer to the witnesses who were present.

The case is adjourned until the next court day, when the parties may have the witnesses summoned also.

[152] Roeloff Jacopsz, plaintiff, against Trijntgen Jacopsdr., defendant, about an attachment levied by the defendant on some of the plaintiff's goods.

The court, having heard the statements and arguments on both sides, decides and orders that the goods which are attached by the defendant shall remain attached until the plaintiff pays the defendant the sum which she claims the plaintiff owes her, or else gives sufficient security for the payment thereof.

Willem Albertsz van Monickendam, plaintiff, against Ellert Gerbertsen, defendant, concerning reimbursement for the payment of the cargo, advanced by the plaintiff for this court.

The defendant's first default.

Cornelis Theunisz van Westbroeck, being summoned by the officer to appear before the court to testify whether any of the goods attached at

* Ootmarssum, in the province of Overijssel, Netherlands

† literally, "The Pope"

the house of Andryes Herpertsen, belonging to Jacob Loosdrecht, have since the attachment been removed from the aforesaid house and delivered to the aforesaid Loosdrecht; declares, Yes, and that he had certain knowledge thereof, offering to confirm, etc.

Luykas Pietersz is ordered to pay two beavers to the officer, because he has not built upon his lot within the appointed time, the same to be paid now, promptly within 24 hours, instead of the *f*25:– which he was heretofore ordered to pay.*

Merten *de Brouwer* and his wife have declared at the request of the officer that last Tuesday, in the evening, Seeger Cornelisz came and knocked at their door, wanting to drink there, and when at first he received no answer and was not let in, kicked in the door in such a way that the hinges sprang out of the posts and casing. Coming in with Jacob van Loosdrecht, he wanted to have beer tapped, which they did not have and was not in the house. Not being able to get it, he used many vile and abusive words, calling him, Merten, a pimp and his wife a whore and [saying] that she was found with Frans Thomasz in the thicket. [They furthermore declare] that the lamp was put out and that Jacob van Loosdrecht wanted forcibly to get on the woman's bed and that coming near [153] the bed, he did not hesitate to grab and touch her, but did so.

Adriaen Claesz Brant being subpoenaed to appear in court to give further evidence in the matter aforesaid, as far as it is in his power, has testified as follows:

That Seeger Cornelisz at the time mentioned first came and knocked at the door, wanting to come in, and when he received no answer, kicked it in with his feet or opened it by force in such a way that the hinges sprang out of the casing; that thereupon he came into the house by force, using many abusive words, but [that the witness], as he went to bed, knows nothing further about it.

Gijsgen and Claes Cornelisz declare that they were in the house but know nothing about it.

Merten *de Brouwer*, on account of various excuses offered by him, is, instead of the *f*15:– to be contributed toward the building of the bridges and other expenses, ordered to contribute promptly *f*10:– .

Neus,† or Jacob Adriaensz *Rademaker*, plaintiff, against Jacob van Loosdrecht, defendant, about claims which the plaintiff alleges he has

* The value of a whole beaver at this time was *f*8.

† “nose,” either a nickname based on a physical attribute or a garbled surname

against the defendant on account of his not carrying forward and finishing the work undertaken by him.

The defendant being absent, the court decided that the plaintiff may have the defendant summoned to appear on the next court day.

Defendant's first default.

Merten *Metselaer* declares that he owes Hermanus Hertogh no more than ten beavers, or f80:–, for goods bought and received.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hartgerts
Frans Barentsen Pastoor

[154] Extraordinary Session, Friday, July 17, 1654

Present:

Everyone

After mature consideration of the present juncture of time, this court has for various reasons thought it necessary to call some of the most favorably disposed of the citizens here before the court, to propose to them the necessity and the reasons which this court thinks it has to send a present to the *Maquas*: first because the Indians, on account of the scarcity of merchandise, have been obliged to give much more than ordinarily for the goods which they usually purchase. It is to be noted, however, that the good inhabitants themselves had to forego what was bought out of their own much-needed supply, which was the cause and origin of the high cost of the same. However, when the ships come here, [it is proposed] to promise them, according to the circumstances, to let them have the goods cheaper, on the old basis.

Secondly, to renew the old alliance and friendship between both sides.

Thirdly, in order that they shall in the future not kill our cattle, as has been happening up until now.

Fourthly, that in case the Indians should again make some presents, as they are accustomed to do, these shall be divided among those contributing, or [according to] their order, in proportion to the amount contributed by them.

Rutger Jacobsz has offered five fathoms of sewant, a kettle, and four axes.

Sander Leendertsen, six fathoms of sewant, three kettles, three axes and two pounds of powder.

Jacob Schermerhoren, three pounds of powder.

Commissary Dijckman, four fathoms of sewant.

Pieter Hertgerts, two pounds of powder, six fathoms ditto, and four axes.

[155] Jan Thomasz, five fathoms of sewant.

Volckert Jansz, two pounds of powder, four fathoms of sewant.

Andryes Herpertsen, four fathoms of sewant.

Goosen Gerritsen, four fathoms of sewant.

Frans Barentsz, three fathoms ditto.

Jan Verbeeck, three fathoms of sewant.

Joannes Dijckman

Jan Verbeeck

Jan Thomasz

Pieter Hartgerts

Frans Barentsen Pastoor

Tuesday, July 21, 1654

Present:

J. Dijckman

J. Verbeeck

J. Schermerhoren

Frans Barentsen

Pieter Bronck, plaintiff, against Luykas Pietersz, defendant, about a tavern debt amounting to f193:2:—.

The defendant having been summoned and an attachment issued against him, the first default is entered against him.

Willem Albertsen, plaintiff, against Ellert Gerbertsen, defendant.

Defendant's second default.

Cornelis Houtewael, plaintiff, against Claes Hendrixsz, defendant, as surety for Jacob Jansz Flodder concerning the monthly wages claimed by the plaintiff, amounting to f60:—.

The defendant's first default.

Cornelis Gerbrantsen, plaintiff, against Jacob Sijmontsen Clomp, defendant, about f60:11 stivers, for wages earned on the defendant's yacht.

The court having heard the statements and arguments on both sides, has ordered, as they do hereby, that the defendant shall pay the plaintiff before his departure from here the sum of *f*60:11:–, demanded, on pain of attachment.

[156] The *Heer* Johan de Hulter, plaintiff, against Willem Albertsen van Munickendam, defendant, about a jack* loaned by the plaintiff to the defendant, which was not returned in the same good condition as it was delivered by the plaintiff to the defendant.

The defendant says that he returned the same.

The parties may on the next court day appear before this court with their evidence to show whether the jack was returned in the same condition as it was delivered, when judgment in the matter shall be given.

The case of Seeger Cornelisz is adjourned until the next court day, or the first opportunity, to take the oaths of the witnesses.

This court having carefully considered the complaints made to it by Catharina Liberis, widow of Pieter Theunisz van Brunswijck, deceased, at Katskill, and also examined the provisional will made and afterwards approved by this court at the request of the petitioner, with regard to the surviving daughter of the deceased aforesaid, has concluded that in virtue of the will made [by the deceased] the aforesaid widow shall remain in full possession of the property there until such time as she may marry or die and, furthermore, that if she cannot come to a legal agreement with the aforesaid surviving daughter or her husband about the complaints made as aforesaid, they must both leave the farm at once, without being allowed to come on it again for the time of six months, or to give any orders there, on pain, etc. Meanwhile, this court shall in that case settle the matter in such a way as by both sides shall be considered reasonable and just.

[157] Abraham Pietersz Vosburgh being summoned by the commissary and officer to appear in court on account of the offenses committed by him and appearing with his attorney, Andryes de Vos, they both request that the matters pending before this court growing out of [acts] committed by him and his wife, Geertruyt Pietersdr., may at this [critical] juncture of time be resolved and settled by arbitrators to be chosen by both sides. Whereupon the court, taking into account the present dangerous times, condescend to do so, on condition that if they cannot come to any satisfactory agreement, the action shall remain unabated.

* This is most likely a device used to jack up the roof of a *hooiberg*, "hay barrack."

On the side of the commissary were chosen and appointed the present honorable magistrates and on the defendant's side Rutger Jacobsz and Goosen Gerritsen, whose award is inserted here as follows:

Abraham Pietersen Vosburgh and his attorney, Andryes de Vos, having this morning requested in court that the matters in dispute pending before this court [as to offenses] committed by the aforesaid Vosburgh and his wife, in actions, words, or deeds, may be settled by arbitrators, it is by way of compromise agreed by the arbitrators appointed by the defendant on the one side and those appointed by the honorable court on the other side that all causes of action and claims, which the officer may to this date have against the aforesaid Vosburgh, shall be concluded, annulled, canceled, and settled, on condition that the officer shall receive from the aforesaid Vosburgh as a fine the sum of two hundred fifty guilders, one-half to be paid promptly within six weeks and the other half within six weeks thereafter. However, the aforesaid Abraham Pietersz Vosburgh is to remain deposed from his office of surveyor. Andryes de Vos is to retain the garden enclosed by him, but the lot on which he [158] resides and which he enlarged far beyond its proper limits, contrary to the order of this court, he shall reduce in size according to the pleasure of this court, without any objection, and the whole extent of the garden of Luykas Pietersz shall revert, as it does hereby, to this court. Provided, finally, that the wife of Abraham Pietersz Vosburgh shall come and appear before this court and declare that she has nothing to say about any of the members but what is honorable and of good repute. For the faithful performance hereof signed with their own hands, this July 15, 1654.* Was signed: Abraham Pietersz Vosburgh. As arbitrators: Rutger Jacobsz, the mark  of Goosen Gerritsen, set with his own hand.

Joannes Dijckman
Jan Verbeeck
Frans Barenzen Pastoor

Tuesday, August 11, 1654

Present:

Everyone

In response to a communication from the hon. director general, the hon. commissary and Jan Verbeeck are appointed a committee [to confer with

* This date does not agree with that of the court session because the document was drawn up beforehand.

him] in accordance with the commission and instructions to be given to their honors.

[The court] having heard the report of the honorable committee, consisting of the commissary and Jan Verbeeck, [appointed to go] to the Esopus to measure the lands there, and having furthermore examined the petition of Evert Pels, stating that the lands bought by them looked to the eye larger than they were actually found to be and requesting that he, Evert Pels, may be allowed to purchase some of the land which the hon. general intends to keep for himself, it is decided that the committee, when it goes to the Manathans, is to confer about the matter there and exhibit the aforesaid petition.

[159] Whereas some Indians, both *Maquas* and *Sinneken** have this day, according to ancient custom, made a present to this court, it is, in order to give them some powder in return, thought proper to present them among other things with 25 pounds of powder. The Hon. Abraham Staets is therefore requested to let them have the same from the hon. company's powder which is in his honor's custody, provided that he shall be discharged by this court from the obligation to account for it to the hon. general and hereafter communicate to his honor the contents of the present. The aforesaid Indians have furthermore made some propositions to which answer in proper form was made.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hartgerts
Frans Barentsen Pastoor

Tuesday, August 25, 1654

Present:

Everyone

Cornelis Houtewael, plaintiff, against Claes Hendrixsz, or Jacob Flodder, defendant, about wages earned by the plaintiff of the defendant, amounting to the sum of sixty guilders.

The defendant is ordered to pay the aforesaid sixty guilders to the plaintiff within the space of twenty-four hours, on pain of attachment.

* The Dutch referred to all the Iroquois tribes west of the Mohawk as *Sinneken*.

Jochem *Becker*, plaintiff, against Daniel Rinckhout, defendant, about some grain sacks which the defendant fetched and borrowed at the house of *Broer Cornelis* and which have not been returned.

The court orders the defendant to return the afore-mentioned borrowed sacks to the plaintiff within two days, on pain of paying a fine of ten guilders.

Geertruyt Pieters, having been legally summoned, the second default is entered against her.

[160] On account of credit given to the Indians, it is decided to grant and draw in favor of the Hon. Jacob Jansz Schermerhoren an order in the sum of *f*15:–

Upon the petition of the court messenger, Pieter Rijverdingh, it is decided that of the excise money received he is to retain the sum of one hundred guilders, and to put it on his account.

For important reasons it is decided to farm out this very afternoon the wine and beer tapsters' excise from now until the first of May next, in accordance with the notices posted, and to let the farming proceed. On the conditions read to him, Jacob Hendrixsz Maat became the farmer and gave security in the sum of *f*1300:– for the period aforesaid.

Gerrit Seegertsen having made a request for a building lot, the matter is postponed until the return of the honorable committee [now] going to the Manathans.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hartgerts
Frans Barentsen Pastoor

Tuesday, September 1, 1654

Present:

J. Dijckman
J. Thomasz
Pieter Hertgertsz
Frans Barentsz

Geertruyt Pieters, the wife of Abram Pietersz Vosburgh, being legally summoned by the commissary, the third default is entered against her.

Jacob Hendrixsz Maat, having a week ago bid in the farming of the usual tapsters' excise on wine and beer, has presented a certain writing whereby he requests that in order the better to prevent frauds in the matter, the burghers as well as [161] the tapsters may be ordered to obtain a proper certificate from the farmer or the impost master, to wit, of wines and strong beer only, paying two stivers for each certificate, before they be allowed to take them into their houses or get them from the brewers, or unload them from the incoming yachts and store them, and that the former ordinances on the subject may be renewed.

Whereupon it is decided to make the following apostil: Proper action thereon will be taken and for that purpose the ordinances will be published and posted anew and the same will in every way be enforced as is proper.

As to the second point, regarding the brewers, he may at any time inquire, or have inquiry made, what beer is brewed or imported, without being necessitated thereby to make an inspection of the brewers' houses. But the brewers shall not be allowed to furnish any strong beer to the burghers or tapsters until a proper certificate from the farmer, or impost master, or his collector, is shown to them, on pain, etc.

As to the third point, regarding the time within which everyone shall be obliged to get a certificate, or certificates, from the farmer, this is approved, on condition that the impost master shall have to post a notice, or notices, to that effect, stating where the collector resides, or where the certificates may be obtained.

[162] The impost master is promised, however, that [the regulations] will in all respects be properly enforced.

The Hon. Jacob Jansz Schermerhoren having this day a week ago resigned from this court in order to go to *patria*, his honor is with a clasp of the hand thanked for his good comradeship, the pains which he has taken and the good service performed by him as a magistrate of the

honorable court here, both in the interest of the people and of the Hon. Company. At his honor's request, an extract herefrom will be placed in his hands to serve him by way of testimonial in case of need.

Joannes Dijckman
 Jan Thomasz
 Pieter Hartgers
 Frans Barentsen Pastoor

Wednesday, September 2, 1654

Resolved to give Abraham Pietersz Vosburgh, in part payment for the two bridges made in Beverwijck, an order on the honorable treasurers for the sum of *f*75:--.

Joannes Dijckman

[163] Tuesday, September 9, 1654*

Present:

J. Dijckman
 J. Verbeeck
 J. Thomasz
 Pieter Hertgerts
 Frans Brantsz

Pieter Bronk, plaintiff, against Jacob Jansz Flodder, defendant, about *f*920:--, which the defendant acknowledges that he owes, less thirty guilders for some freight brought up the river for the plaintiff.

The parties are to agree about the payment if possible, otherwise they may apply again to this court.

Pieter Bronck, plaintiff, against Luykas Pietersz, defendant, about a tavern debt amounting to *f*192:13:--.

The defendant admits the debt. The defendant is ordered to pay the aforesaid sum of *f*192:13:-- to the plaintiff within the time of six weeks, on pain of attachment.

Jan Hendrixsz, plaintiff, against Jan van Aecken, defendant.

* The date should read September 8, 1654.

Claes Gerritsz being summoned by the court declares that Jan van Aecken let Jan Hendrixsz have a half interest in the purchase of the house of Thomas.*

Defendant's first default.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hartgerts
Frans Barentsen Pastoor

[164] Friday, September 12, 1654†

Present:

J. Dijckman
J. Verbeeck
J. Thomasz

Pieter Hertgerts
Frans Barentsz Pastoor

Jacob Hendrixsz Maet, being summoned by the court to testify whether he has not seen with the commissary that Maria Jans, the wife of Steeven Jansz, sold some brandy to the Indian woman or to the Indians, declares that Maria Jans tapped and gave to the Indian woman some brandy in a small pewter bottle and received therefore some sewant in the presence of others, such as Cees Pott, Claes Hendrixsz, and Ariaen Claesz, who for so far as they have seen it have confirmed this statement on oath. Ariaen Claesz declares that he saw a pewter bottle with brandy, which brandy to the best of his knowledge was tapped to the Indian by Maria Jans. The same is also sworn to by Jacob Hendrixsz Maet, who testifies that she poured the brandy which she gave to the Indian woman from a bottle in her cupboard, which he confirms on oath. Claes Hendrixsz declares that he tasted the brandy, but that he did not see from whom or how the Indian woman got the brandy.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hartgerts
Frans Barentsen Pastoor

* Thomas Sanders; see the October 20, 1654 session.

† The date should read September 11, 1654.

Tuesday, September 28, 1654*

Present:†

J. Verbeeck
J. Thomasz
F. Barentsz

Interrogatories on which this Honorable Court is to examine Marten Ottensen, commonly called *Swager*‡ Merten.

How old he is and where born? Answer, Thirty-four years, born at Amsterdam.

Whether he has not been at the house of Jacob Luyersz, where Cornelis *de Sweet*,§ now sailing on *de Karreman*, was present and on what day? Says, Yes, and that he was there about the 25th of this month.

[165] Whether he was not called outside by the said *Sweet*? Answer, Yes.

Whether among other things the said *Sweet* did not ask whether he was in any service and had sailed to the cape? Answer, Yes.

Whether he did not ask said Marten if he intended to serve the queen? Answer, Yes.

Whether he did not say, "I have something secret to tell you, but you must keep quiet?" Answer, Yes.

Whether he did not say, "I have come here by order of the queen to spy out this place?" Answer, Yes.

* The date should read September 29, 1654.

† Johannes Dijckman has been canceled from the list of those present.

‡ *Swager*: Dutch for "brother-in-law"

§ the Swede

Whether he did not [ask him] again to keep still, as otherwise it would cost them both their lives? Answer, Yes.

Whether thereupon he did not promise to [let him] be his lieutenant in this service? Answer, Yes.

Whether he, *Swager Marten*, the next day, asked the aforesaid *Cornelis de Sweet* if he knew what he had said to him? Answer, He said, "Yes, but keep still about it."

Whether also he did not ask *Swager Marten* whether he had two or three guns? Answer, That he did have them at the *Manathans*. Whereupon he, *Cornelis de Sweet*, said, "All right, keep still; we'll see what to do further when we get there."

This day, the 28th of September, *Swager Marten* has taken the usual oath on the aforesaid questions and answers in the presence of the attending magistrates.

Jan Verbeeck
Jan Thomasz
Frans Barenttsen Pastoor

[166] Extraordinary Session, September 30, 1654

Present:

J. Verbeeck
P. Hertgerts
J. Thomasz

Andryes Herpertsen, plaintiff, against Femmetgen Westerkamp, widow of Hendrick Jansz Westerkamp, deceased, defendant.

The plaintiff demands that the defendant's daughter serve out and fulfill her term of service according to her promise and contract.

The defendant requests [permission] to take away her daughter in accordance with the promise which she made her deceased husband on his deathbed, unless the plaintiff's contract be held valid.

The court, having heard the statements and arguments on both sides, order that the promise made by the defendant to her deceased husband on his deathbed shall be carried out, on condition that the defendant's daughter shall live five weeks longer with the plaintiff, in order that he may in that time look out for another servant.

Uldrick Kleyn, having come into court requests that he may be released from confinement and set free, which is granted him on condition that he shall hereafter at the request of this court come to justify himself.

Joannes Dijckman
 Jan Verbeeck
 Jan Thomasz
 Pieter Hartgers

Extraordinary Session, Thursday, October 15, 1654

Present:

J. Dijckman
 J. Verbeeck
 J. Thomasz
 Sander Leendertsen
 Pieter Hertgers
 Frans Barentsen

Maria Jans, the wife of Steeven Jansz, plaintiff, against Abraham *Crowaet*,* defendant, for payment of f148, one stiver according to a judgment of the court of the colony of Rensselaerswijck dated the 27th of August last past. At the request of the commissary and officer, the plaintiff declared that the attachment levied on the goods in the yacht of Jacob Sijmontsz Clomp was not vacated before his departure from here.

Eldert Gerbertsz, plaintiff, against Jacob Sijmontsz Clomp, defendant, about one hundred guilders which Jacob Clomp or the defendant received from the plaintiff and for which [167] he promised to deliver hogs to the plaintiff. [The plaintiff alleges] that the defendant brought some hogs up the river but sold them to others for eighty guilders.

The court, having heard the arguments and debates on both sides, enjoins the defendant from leaving here without having given sufficient

* Abraham Stevensen the Croatian

security. Meanwhile the officer here is requested and ordered on account of the wounding of Ariaen Claesz to take the sails and the rudder from on board the defendant's [yacht].

The wife of Pieter Cornelisz having requested a lot, consent is given, but the granting of the lot is postponed until the drawing of the lottery.

Joannes Dijckman
 Jan Verbeeck
 Jan Thomasz
 Pieter Hartgers
 Frans Barentsen Pastoor

Tuesday, October 20, 1654

Present:

J. Dijckman
 J. Verbeeck
 J. Thomasz
 Sander Leendertsz
 Frans Barenz Pastoor

Steeven Jansz, plaintiff, against Abraham *Crowaet*, defendant, about the preceding claims.

The court decides that Abraham *Crobaet's* chest on board [the yacht] of Jacob Sijmontsz Clomp shall remain attached until the claim is satisfied.

Jan Hendrixsz, plaintiff, against Jan van Aecken, defendant.

The plaintiff says that in company with Jan van Aecken he bought the house of Thomas Sanders. Parties are referred to the *Heer* Anthonius de Hooges, Goosen Gerritsen, Gillis Pietersz, and Rem Jansz *Smit*, arbitrators, to agree if they can.

Adriaen Dirrixsz de Vries, being summoned to appear in court, complains that some time ago the officer served a notice on him and used many abusive words, complaining of the violence committed.

Cors Boutsen, appearing, requests to know the reasons for his detention. Is told that they will be communicated to him at the proper time.

Marcelis Jansz declares that Cors Boutsen [168] came to his house with a knife on his hat,* wanting to assault him, and complains of violence committed at his house by Cors Boutsen, Luykas Pietersen, and Herman Janssen.

Gillis Pietersen declares that Cors Boutsen stood with a knife on his hat and challenged anyone to take it.

Uldrick Kleyn declares that he heard the window crash through, which the aforesaid three, to wit, Cors Boutsen, Luykas Pietersen, and Herman Jansz, broke in.

Eldert Gerbertsz still demands payment for the 100 planks delivered to Jacob Sijmontsz Clomp, for which he promised to bring him hogs from the Manathans, but which he sold and delivered as security to others, requesting that payment be made therefor and that the goods attached under the warrant of attachment against Jacob Sijmonsz Clomp may remain attached until he is satisfied. The request is granted.

Lambert van Valckenburgh has requested to have a lot. Postponed until the drawing of lots.

Hendrick Gerritsz requests to have a garden in connection with the house which he built on the lot purchased by him. He is notified that the matter will be taken into consideration at the first opportunity.

Theunis Cornelisz van Slingerlant requests a lot. Postponed until the drawing of lots. Likewise [the requests of] Albert Andriesz and Barent Albertsen.

Claes Jacopsz requests a lot. Postponed until the drawing of lots.

Joannes Magapolensis having requested to have a lot, a lot will be assigned to him at the hill, when the drawing of lots takes place. Carsten Carstertsen† and Gerrit Segertsen have also requested lots. Postponed as above.

* In the Dutch, *met het mes op de hoedt*, appears to be equivalent to the metaphor “with a chip on his shoulder”; in this instance indicating an aggressive action in which one person dares another to take the knife from his hat. Knives, pipes, and other objects were commonly carried by sticking them through slits in the crown of the hat.

† The patronymic is unclear. It could be an attempt at Carstensen or the name Caspertsen, which does not appear again.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Frans Barentsen Pastoor

[169] Extraordinary Session, Wednesday, October 21, 1654

Present:

J. Dijckman
J. Verbeeck
J. Thomasz
Sander Leendertsen
Frans Barentsen Pastoors

Gillis Pietersen being duly subpoenaed and summoned, declares that Marcelis Jansz and Cors Boutsen both had their knives out and that Cors Boutsen came with a knife on his hat to Marcelis's house and again challenged anyone to take it.

Uldrick Kleyn declares that when they first came to the door they wanted perforce to have [beer] tapped and broke open the window through which Luykas Pietersz jumped in first; that Marcelis fetched his sword to defend himself, but that he [Pietersz] remained inside by force and that thereafter Cors Boutsen and Herman Jansz also broke in and, coming inside, tapped beer, in spite of the tavern keeper, from a half barrel which they gave away there to others.

Cors Boutsen admits that he also climbed through the window and that the window was broken open, but he does not know exactly by whom.

Luykas Pietersz declares that seeing Marcelis standing there, he was the first of the three to climb through the window and further declares as above.

Herman Jansz declares that he also climbed through the window but that, contrary to the declaration of Luykas Pietersz, he did not see Marcelis standing before the window.

Uldrick Kleyn declares that he heard the breaking of the window and that he saw them break in, to wit, Luykas Pietersz, Cortsz, and Marceles, whereupon and on all of this [evidence] it is decided to hold the persons of Cors Boutsen, Luykas Pietersen, and Herman Jansz in custody in irons until further orders.

Jacob van Loosdrecht asks for a lot. Deferred to the drawing of lots.

Joannes van Twiller requests permission of the court to have a door leading out of the fort. Decided to write about it to the hon. general [170] and to submit the matter to his wise and superior judgment. Meanwhile, the court is of the opinion that for the freedom of the fort it would be better and more suitable if he had [a door] on the west side, within the fort. However, they leave the matter to the pleasure of the hon. general.

Joannes Dijckman
 Jan Verbeeck
 Jan Thomasz
 Frans Barentsen Pastoor

Tuesday, November 3, 1654

Present:

J. Dijckman
 J. Verbeeck
 J. Thomasz
 Sander Leendertsen
 Frans Barentsen Pastors

Jacob van Loosdrecht, plaintiff, against Maria Jans, being the wife of Steeven Jansz, defendant.

The plaintiff declares that the defendant sold brandy to the Indians and that he saw it.

Maria Jans declares that she said to the plaintiff that she would not do it for fifty, or even one hundred guilders, and that she did not sell any brandy to the Indians. She requests that the matter may be disposed of.

The officer having put the matter into the hands of the magistrates, it is decided not to make any decision regarding it until the case of Uldrick Kleyn is taken up also.

Jan Roelofsz is chosen and appointed surveyor besides Herman Bastiaensen, and is bound hereafter to take the surveyor's oath.

Wednesday, November 25, 1654

Oath taken by Jan Roelofsz, surveyor, chosen and appointed by this court on the 3d of this month:

I promise and swear in the presence of Almighty God that without [favor or] prejudice to any one I shall do the surveying in the presence of [the two members of the] [171] committee of this honorable court. So help me God Almighty.

This day, on the date above written, Jan Roeloffsz, surveyor, has taken the surveyor's oath.

Claes Hendricxsz *Timmerman* requests a lot
 Willem Jansz Stoll, [a lot]
 Jan Labatie, a lot
 Jan Lammertsz *Soldaet*, a lot
 Adriaen Claesz requests a lot
 Jacob Adriaensz *Soo Gemackelijck*, [a lot]

Joannes Dijckman

Tuesday, December 2, 1654*

Present:

J. Dijckman
 J. Verbeeck
 Sander Leendertsen
 Pieter Hertgerts

The honorable consistory here, plaintiff, against Claes Ripsz, has requested in the presence of the defendant that the defendant may be examined on [interrogatories] as follows:

We, the undersigned, Gedeon Schaets, minister, Rutger Jacobsz, elder, and Anthony de Hooges, deacon, being appointed a committee by the honorable consistory, request that the honorable court of Fort Orange and Beverwijck may be pleased to have Claes Ripsen, summoned before the court at our instance, according to our duty, answer the following interrogatories and then to take into consideration our arguments.

First, whether Klaes Ripsz does not admit having had intercourse with the sister [of] the wife of Teunis Jacopsz? Answer, Yes.

* This date should be December 1 for a Tuesday; the following session was either held on the same day or December 8 was intended.

[172] Whether he promised to marry her, or not? Answer, Yes, that he would marry her.

Whether he has acknowledged that he is the father of the child of which the aforesaid woman was recently delivered, or not? Answer, Yes.

Whether he has requested to have the banns of marriage proclaimed here, or not? Answer, Yes.

Whether he was informed that it had already taken place, or not? Answer, Yes, that he was so informed.

And for certain reasons he is asked whether he does not often sleep with her yet under one cover as man and wife? Answer, Yes.

All this, or the foregoing, being admitted by Klaes Ripsz, he is asked whether he is willing to marry her, or not? Answer, Yes.

When? Says, He expects news from his father, whom he has written about it.

Especially that all excuses and evasions about this are absurd; if she should pass away, seeing that humans are mortal, that the same is consequently full of risk.

Firstly, because, although it may be argued that they are engaged, this is neither binding [173] nor legal, as long as they are not united in marriage in the customary way.

Secondly, because as a consequence thereof the aforesaid child would be illegitimate.

Thirdly, because of people who live together like man and wife one can never know when the woman will again be pregnant by him.

Therefore, in view of the inevitable results and consequences above mentioned, we come to the positive conclusion that in order to avoid all scandal, to prevent further excesses, to promote good order, to maintain justice and finally to fulfill our bounden duty, Klaes Ripse must be united

with the aforesaid person at the first opportunity. Whereupon we expect the judgment of the honorable court aforesaid. Thus done in Fort Orange, the first day of December 1654. Was signed: Gedeon Schaets, *pastor in loco*, Rutger Jacopsz, elder, and Anthonius de Hooges, deacon.

The honorable court of Fort Orange and Beverwijck, having heard the arguments and debates on both sides, condemn the defendant to marry the aforesaid person even this day, and as the aforesaid woman is sickly and cannot well take the trouble [to go out], the Reverend Gedeon Schaets is requested to [perform the marriage at her house]. Otherwise, if he, Claes Ripsz, refuses to do so, he shall immediately be put in irons, until he marries her. Which being proposed to him, it was found that he had nothing but frivolous excuses to offer and therefore was put in irons.

J. Dijckman
Jan Verbeeck
Pieter Haertgerts

[174] Tuesday, December 1, 1654

Present:

J. Dijckman
J. Verbeeck
Sander Leendertsen
Frans Barentsen

Andryes de Vos, plaintiff, against Claes Gerritsz, Cornelis Pietersz, and Jan Andryesz, defendants, to give testimony to the truth, whether it is not known to them when the *Heer* Rensselaer, [either himself] or through Jan Barentsz Poest, took possession of the farm of Jan Barentsz Poest. They declare that they were there at that time and heard, to wit, Claes Gerritsz, that the removal of the grain by Andryes de Vos was refused and that he was forbidden to have further access to the barn, such being done by them jointly, or as the deponents declare by Jan Barentsz Poest, offering to confirm this on oath.

Baeffgen Pieters, plaintiff, against Maria Jans, defendant, in a dispute about a water pail.

Maria Jans claims that the aforesaid pail was given to her.

Baeffgen Pieters, plaintiff, against Aert Otterspoor, defendant, about a tavern debt of *f*19 or *f*20.

Defendant's first default.

The *Heer* Johan de Hulter, having come into court, has exhibited a certain letter written to Cristoffel Davitsz by the hon. general. It is decided to have the same copied and in addition to notify him, Christoffel Davits, that he must give the aforesaid gentleman peaceful possession [of the land] in response to his complaints and if he sees fit have the case argued by his agents.

Maria Jans, plaintiff, against Abraham *Crabaet*, defendant.

The defendant's third default and he is ordered to satisfy the plaintiff before his departure, on pain of imprisonment for debt.

[176]* Pieter Bronck, being subpoenaed by the court, declares that he took a pair of compasses, † out of the hand of Jacob Flodder and broke them, while holding them during a dispute with Hendrixsz, deceased, but whether he, Flodder, intended to do any harm with them he does not know.

Mr. Jacob *Chirurgijns* declares that Jan Gouw cut Piet Bout across the hand.

Jan van Hoesem has brought into court *f*80:–, in addition to the *f*40:–, making together one hundred twenty guilders, in payment in full by Jan Fransz van Hoesem for the lot of Willem Juriaensen, according to the judgment [against him] by this court, dated the 25th of November last. Done.

Joannes Dijkman
Jan Verbeeck
Frans Barentsen Pastoor

Tuesday, December 15, 1654

Present:

J. Dijkman
J. Verbeeck
Jan Thomasz
Sander Leendertsz
Frans Barentsen Pastoors

Maria Jans, plaintiff, against Abram *Crowaet*, defendant, for *f*17:10:—

* E. B. O'Callaghan inadvertently omitted page 175 while numbering this volume.

† *passer*: the instrument used for describing circles and transferring measurements

and sixty guilders heretofore disbursed for convening the court in extraordinary session, and that he shall not depart from here until he has paid sixty guilders on account and in part payment of the sum of *f*138, with costs.

Whereas Maria Jans, the wife of Steven Jansz, defendant, on the third of November last, acknowledged before this court that she sold brandy to the Indians, it is decided that the honorable magistrates shall send her a sealed memorandum stating what she therefor and on that account ought to pay to the officer; that she must comport herself according to their good advice, with further warning not to do so anymore in the future, on pain of arbitrary correction.

[178]* Cornelis, who lives with Poest, has been assigned lot No. 5.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Frans Barentsen Pastoor

Tuesday, December 22, 1654

Present:

J. Dijckman
J. Thomasz
San. Leendertsz
Pieter Hertgertsz

Interrogatories on which this honorable court, at the request of Andryes de Vos, is to examine Rijck Rutgertsz van Bunnick and Goosen Gerritsen.

Whether the witness, to wit, Goosen Gerritsen, does not admit having been some time ago with the plaintiff on the farm of Jan Barentsz Poest to trade together in regard to some dry boards and that they agreed about the purchase? He admits that he heard it.

* Page number 177 was inadvertently omitted from the volume.

Whether he, Andryes de Vos, did not then go out of the door and among other things complain that against his will he had been forcibly deprived by Jan Barentsz of the use of the barn for the threshing of both oats and peas, and that he had thus far been unable to get a copy of the contract, and that he did not know at all how he must govern himself?

Answers, Yes.

Whether he, Andryes de Vos, did not send him, Goosen Gerritsen, to go to the honorable secretary, Anthonius de Hooges, to ask for a copy of the contract about the purchase of the [179] wheat and that the plaintiff, Andryes de Vos, would get it two days later when he came to the fort?

Answers, That upon this request he went to Anthonius de Hooges.

Also, whether Secretary de Hooges did not reply then that the *Heer* Rensselaer had the contract and had locked it in his desk and that therefore he could not do so?

Answers, Yes, that he asked for it, but received for answer that the *Heer* Rensselaer had locked it in his desk. This declaration he has confirmed by oath.

Whether Rijck Rutgertsz was not present on the farm and whether he acknowledges that he was present in the barn when the *Heer* Rensselaer and *Monsr.* Adriaen vander Donck and servant came there while they were busy putting the wheat in the barn as they were not allowed to put it in the barracks?*

Answers, Yes.

* [*hooi*]bergen: "hay barracks," four or five posted enclosures with moveable roofs

Whether he, Rijck Rutgertsz, does not acknowledge that he then did not know that the *Heer Rensselaer* had forbidden to put it in there because the summer wheat had to be put in there and that he was entitled to the barn as well as Andryes de Vos, as buyer of the grain, as he had bought his wheat on the same condition?

Declares, that the *Heer Rensselaer* said that he was entitled to the use of half of the barn and that he would have the use of it.

Which declaration Rijck Rutgertsz has confirmed by oath with uplifted fingers.

[180] Tuesday, December 22, 1654

Present:

J. Dijckman
 J. Thomasz
 Sander Leendertsen
 Pieter Hertgerts

Jan Thomasz, plaintiff, against Willem Jansz Schut, defendant.

The plaintiff declares that the defendant has again hired himself out for a year at *f*240 and free washing.

The defendant denies it and says that he would rather leave than serve out the aforesaid time.

The court, having heard the arguments and pleadings on both sides, forbids the defendant to leave, or to hire himself to anyone in this jurisdiction during the aforesaid time, but orders him to serve out his time with the plaintiff, on pain of banishment, the defendant being further ordered to behave himself before any departure.

Roeloff Jacopsz, plaintiff, against Hans Inckluis, defendant, for *f*23:8:—

The defendant admits the aforesaid debt and promises to pay it within the time of six weeks.

Roeloff Jacopsz, plaintiff, against Merten *Metselaer*, defendant, for *f*5:8:—.

The defendant agrees to pay this at the first opportunity.

Luykas Pietersz, being summoned to appear in court, has with uplifted

fingers declared under oath that he is not guilty of breaking open Marcelis's window.

Cors Boutsz's defense having been heard, he is ordered to deliver 40 planks to the plaintiff.

Jan van Aecken, plaintiff, against Carsten Meyndertsen, defendant, about some hardware for which they sent beavers to Holland for joint account.

Defendant's first default.

Jacob Hendrixsz Maet has brought into court *f*160:– in sewant, in payment of the first term of the lease of the excise, [181] which is entered here for future use.

Joannes Dijckman
Jan Thomasz
Pieter Hartgerts

Extraordinary Session,
Wednesday, December 23, 1654

Present:

J. Dijckman
Sander Leendertsen
Pieter Hertgerts
Frans Barentsz

Jan van Aecken, plaintiff, against Carsten Fredrixsz, defendant, about some beavers sent for joint account to Holland to obtain hardware, which has now arrived and is in the hands of the defendant.

The court, having heard the arguments and debates on both sides, orders the defendant to deliver to the [plaintiff] the goods sent over and to settle all accounts even this day, if it is possible, and the defendant is ordered to pay the costs of this extraordinary session, amounting to *f*28:10:–.

Joannes Dijckman
Pieter Hartgerts
Frans Barentsen Pastoor

[182] Tuesday, January 13, 1654 *

Present:

J. Dijckman
 J. Verbeeck
 Sander Leendertsz
 Pieter HertgersJan Thomasz
 Frans Barentsz

Evert Pels requests this honorable court that whereas by balance of accounts *f*276:7:– is due him from Jan van Bremen, the latter's property at Katskill may remain attached until he first and before all [others] shall have been paid.

There being likewise due to the Hon. Pieter Hertgers from the said Jan van Bremen the sum of *f*270:–, he requests that he may be promptly paid as soon as Evert Pels shall have been paid.

And there being due to Willem Fredrixsz Bout from the aforesaid Jan Dirrixsz van Bremen about three hundred guilders, he requests that the first two persons being paid he may and shall then, upon production of proper proof, be paid for one-third.

Which requests being approved, they are communicated to Jan Dirrixsz van Bremen by letter, to regulate himself accordingly in paying the persons who had his property attached.

Joannes Dijckman
 Jan Verbeeck
 Jan Thomasz
 Pieter Hartgers
 Frans Barentsen Pastoors

[183] Tuesday, January 26, 1654 [1655]

Present:

J. Dijckman
 J. Verbeeck
 J. Thomasz
 Sander Leendertsz
 Pieter Hertgers
 Frans Barentsz

* error for January 12, 1655

A petition was read of Jacques Thijsz, requesting permission to have the use of the lot granted to *Mr. Jacob Chirurgijn* *situated next to the lot of Commissary Dijkman. It has been decided to state in an apostil that for certain reasons, instead of the aforesaid lot, another lot, at the hill, has been granted to the petitioner, but if his wife and children should also need another lot for themselves, he may then again apply to this court.

Upon the request of Jacob Jansz Stoll of the one part and Claes Hendrixsz van Wtrecht of the other part about the [exchange of] said first party's two houses standing in this fort and the other party's [house] standing at the Manathans, at present occupied by [*left blank*], the commissary and officer here, together with the Hon. Sander Leendertsz and Pieter Hertgers, are appointed by this honorable court to have said parties come before them this morning to convey [said houses] legally to one another as they sold them in accordance with the contract of sale.

Klaas Ripsz, being summoned by the court and once more questioned in regard to the declaration made by him on the second of last December, has again persisted in said declaration, but there being read to him the declarations made on the 4th of the month at the request of the commissary and officer by the Reverend Domine Gidiony Schaets and Adriaen Jansz van Leyden, as shown by the said documents, [184] the aforesaid defendant, Klaes Ripsz, has suddenly denied the testimony given by him and declared that he knows nothing about the substance of it. It being then decided to summon the Reverend Domine Gidiony Schaets and Adriaen Jansz aforesaid to appear as witnesses in the presence of the defendant, the said witnesses, who deserve full credence, have made their former testimony seem conclusive, whereupon the officer has demanded sentence.

Having stood outside and being sharply examined in regard to the offenses committed by him in word and deed, the defendant has confessed his guilt, admitted that he acted wrongly, and prayed for forgiveness, which is granted with the understanding that the first time he is again heard to utter such words, he shall be punished as an example to others and that he must pay fifty guilders to the commissary and officer.

Joannes Dijkman
 Jan Verbeeck
 Jan Thomasz
 Pieter Hartgers
 Frans Barentsen Pastoor

* Jacob de Hinse, surgeon

[185] Tuesday, February 2, 1655

Present:

J. Dijckman
 J. Thomasz
 San. Leendertsz
 Pieter Hertgerts
 Frans Barentsen Pastoors

At the funeral of the child of Hendrick Jochemsz, Claes Gerritsz said that Cornelis Vos had given the houses the [nick]names that are in circulation, which Hendrick Jochemsz overheard in the presence of Jacob Hap.

A written statement was read, signed by the Hon. Anthonius de Hooges and Adriaen Jansz van Leyden, of this date, regarding the matter of Cornelis Vos and Claes Gerritsz, in general as to the well-known accusation that Cornelis Vos and Claes Gerritsz had a hand in giving the names that are in circulation, according to common knowledge and the declaration of everyone, as may be seen more fully from the statement.

Jacob Hendrixsz Maet, plaintiff, against Pieter Bronck, defendant, for

$$\begin{array}{r} f129.14:- \\ \underline{23. 2:-} \\ f152.16:- \end{array}$$

Of the old account of the farmer [of the excise], f274 must [be credited] to his account toward payment of the second term, on account of wages earned by Abram Jacobsz, deceased, on the new Company's house, leaving f93:18, which Pieter Bronck must pay in addition to what the farmer receives.

Jochem *Becker* declares that Cornelis Vos gave the [nick]names and that he heard so from the mouth of Claes Rotterdam, his servant, at the harvest feast of *Oom* Dirrick.

Jochem *Becker* and Jan van Hoesem request that, as the old captain's house is no longer fit for occupation, unless proper repairs are made first on it.

Before any repairs are made, fearing that an accident may take place, it is decided to have a further inspection made at a convenient opportunity.

[186] Claes Gerritsz being summoned by the court and being asked whether he knew who was guilty of bestowing the [nick]names that are in circulation, declares that some time ago, sitting in the evening at the house of Cornelis Vos, he heard out of his own mouth that he had given the following names:

First, the house of Jan Thomasz, "The Cuckoo's Nest" [*het Koeckoeck Nest*];

Goosen Gerritsen's house he gave the name of "Concord" [*de Eendracht*];

Rut Jacopsz's house "The Whistling Wind" [*Soesende Wint*], to the best of his knowledge;

The house of Jan van Aecken, "The Finch's Nest" [*het Vinckenest*];

The house of Andryes Herpertsz, "The House of Ill Manners" [*'t Huys Onbeschoft*];

The house of Philip Pietersz Schuldert, "Flying Wind" [*Vliegende Wint*];

Evert Wendel, "The Griffin" [*de Vogel Grijp*];

The house of Gerret Jansz, "The House of Discord" [*Haspel in de Sack op het Dack*];*

The house of Dirck Jansz Kroon, "The Savingsbank" [*de Spaerpot*];

He also declared having heard the house of *Mr. de Hooges* mentioned, but that the exact name had escaped him.

Mother Bogaerdus's house, "The Vulture World" [*de Gierswerelt*];

The house of Volckert Jansz is called "The Bird Song" [*de Vogelesanck*];

The *Heer Rensselaer*'s house, "Spoiled Early" [*Vroegh bedorven*];

Pieter Hertgerts's house, he named "The Little Sparrow" [*het Huysmusgen.*]†

Claes Gerritsz has with uplifted fingers confirmed the foregoing on oath.

A petition was read of Adriaen van Ilpendam, schoolmaster, praying for the exclusive right to keep day and night school and that the other one who begins to keep night school may be enjoined from doing so. It is

* It is difficult to understand the significance of these names beyond a literal translation. The real meaning is probably obscured by allusions clear to the seventeenth-century Dutch community but no longer evident to us today. For example, *Haspel in de Sack op het Dack* translates literally as "Spool in the bag on the roof"; however, the actual intention may lie in a deeper meaning that ties together an allusion evoked by this expression and a characteristic of the person involved.

† also an expression for a homebody

decided to note in the margin that the honorable court can for the present not find sufficient reasons for forbidding said schoolmaster to do so.

J. Dijckman
Jan Thomasz
Pieter Hartgers
Frans Barentsz Pastoor

[187] Tuesday, February 23, 1653 [1655]

Present:

J. Dijckman
J. Verbeeck
J. Thomasz
San. Leendersz
Pieter Hertgerts
Frans Barentsz Pastoors

Upon the complaint of Grietgen Jacopsdr., that Cors Boutsz had assaulted her on the public street and annoyed her, it is decided that the officer shall gather further information about the circumstances and that meanwhile Cors Boutsen shall be released from his provisional confinement on [promise] to reappear and defend himself.

Eldert Gerbertsz requesting that he may be allotted a garden in connection with his lot, the matter is postponed for certain reasons until the river is open.

Jacob Hendrixsz Maet being summoned to appear in court and the charges against him having been read to him in regard to the things committed and done by him late last Sunday evening, he is ordered to submit his counter evidence on the next court day.

Willem Fredrixsz being summoned to appear in court declares that Sijmon *de Backer* and he, being at the house of Willem Fredrixsz, heard it stated that Claes Gerritsz had named the eating house "Seldom Satisfied" [*Selden satt*] and the house of Cornelis Vos "The Finch's Nest" [*het Vinckenest*].

Sijmon *de Backer* being subpoenaed declares as above, to wit, like Willem Fredrixsz.

Grietgen Jacopsdr. declares that Cors Boutsen last evening pulled her

apron by force from her body and that she was forced to leave it in his hands and that it was kept by him, Cors Boutsen, although, as Grietgen Jacopz declares, she was not then asked for any payment. [Thus declared] in the presence of Adam Dingeman, to whose testimony she, Grietgen Jacopsdr., [188] refers and who may be further examined in regard to it.

Joannes Dijckman
 Jan Verbeeck
 Jan Thomasz
 Pieter Hartgers
 Frans Barentsen Pastoors

Thursday, February 25, 1655

Present:

J. Dijckman
 J. Verbeeck
 J. Thomasz
 San. Leendertsz
 Pieter Hertgers
 Frans Barentsz Pastoors

There was read a written petition of Pieter Adriaensen *Soo Gemackelijck*, stating that the impost master, Jacob Hendrixsz Maet, last Sunday caused to be attached two and a quarter barrels of good beer and also had them removed without first having notified him, notwithstanding the beer was brewed of his own grain, and excusing himself on the ground of former usage and custom in the matter.

Whereupon the honorable court has decided to give for answer that the petitioner was not unacquainted with the fact that he was not allowed to export any strong beer, wine, or distilled liquors out of this jurisdiction without having first secured a proper certificate from the impost master. Concerning which, in order the better to convince him thereof, he is hereby reminded of the ordinances of the hon. general and the high council published and posted to that end for several years and at different times, from which the petitioner had sufficient and definite knowledge on the subject and therefore was not allowed to do so on pain of the penalty thereto provided. Although he maintains that the beer was brewed from his own grain, the honorable court, knowing that the aforesaid ordinances were not published and posted without his knowledge, judge, according to the custom of the fatherland, that no

strong beer may be removed from one place or jurisdiction to the other, [189] on pain of confiscation of the same, which being a custom of the fatherland, according to whose laws and regulations they must govern themselves in this country, they declare the aforesaid beer confiscated and furthermore, for good reasons, [condemn the petitioner] to pay the sum of fifty guilders to the impost master.

Interrogatories on which Hendrick Jansz Reur, court messenger of the colony of Rensselaerswyck, is to be examined at the request of the commissary and officer here.

First, whether before or about the time of the high water he was at the house of Steeven Jansz, called *de Vrouwe Maria*?*

Answer, Yes, that he was there at that time.

Whether Herman Jansz van Valckenburgh was there, or came into the house?

Answer, He was in the house at that time.

Whether at that time he did not in a violent outburst say in the presence of the bystanders that the last time he was in irons he had seen the wife of the aforesaid commissary consort and whore around with other persons, indicating the size of the horns that were put on the commissary?

Declares, Yes.

Who else was present?

Supposedly, Jacob Loosdrecht.

Whether the deponent did not upbraid him and said: "You should keep still, for if the husband hears of it, he will fight with you?"

Answer, Yes.

Whether he has anything else to say regarding it?

Answer, No.

* "The Woman Maria"; Steven Jansen's wife appears in the records as Maria Jansen and was also known as Maria Goosens alias *Lange Maria*, "Tall Maria." The tavern was named after her and probably had a sign hanging out front with this inscription on it.

On the 26th day of February, Hendrick Jansz Reur has confirmed these interrogatories by oath with uplifted [190] fingers.

Interrogatories on which this honorable court at the request of Commissary Joannes Dijkman is to examine Jacob Hendrixs Maet, he to answer categorically yes or no.

First, how old he is and where was he born? Says, About 24 years and born at Loosdrecht.

Whether before or about the time of the recent high water he was at the house of Steeven Jansz, called *de Vrouwe Maria*, and when? Says, He does not know.

Whether at that time Harman Jansz van Valckenburgh, commonly called *Scheele* Herman* was not sitting there, drinking? Says, He saw him drinking.

Whether he did not hear him relate and declare that when he was last in irons he, Herman Jansz van Valckenburgh, aforesaid, saw the wife of the commissary aforesaid consort and whore around with others, showing with outstretched arms the size of the horns which were put on the said commissary's head? Answers and declares, Yes.

With offer, if need be, to confirm the foregoing by oath, this 26th day of February 1655.

Whether he has anything more to say and what? Answers, No.

* "squint-eyed" Herman

[191] Thursday, February 26, 1654 [1655]

Interrogatories on which Loys Jacobusz
is examined in court

Present:

As above

First, how old he is and where born? About 22 years and born at Herentals.*

Whether some time ago, and how long, at the house of Adriaen Jansz van Leyden, in the hallway, he did not reveal to *Mr. de Hooges* the scandalous name that was given to him, or his wife?

Answers, Yes.

Secondly, he is asked from whom he heard it?

Declares, That he heard it from Susanna de Truy, the wife of Evert Wendel *Kleermaker*.

Loys Jacobusz has offered, if need be, to confirm this, his declaration, by oath, and it is decided to subpoena both persons, the wife of Evert Wendel as well as Loys Jacobusz, to appear on the next court day.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hartgerts
Frans Barentsen Pastoor

Friday, February 26, 1654 [1655]

Present:

J. Dijckman
J. Verbeeck
J. Thomasz

* Herenthals, a city in the province of Antwerp, Belgium

San. Leendersz
Pieter Hertgerts
Frans Barentsz Pastoor

The written demand and conclusion drawn up by the officer against Herman Jansz van Valckenburgh on account of various serious crimes committed by him having been examined, sentence in the matter is postponed until tomorrow.

[192] Saturday, February 27, 1655

Present:

Everyone

The written demand and conclusion of Joannes Dijckman, commissary and officer here, against Herman Jansz van Valckenburgh, at present in custody, being read and reread, the following sentence is pronounced on account of the crimes committed by him:

Sentence

Herman Jansz van Valckenburgh, at present in custody on account of various crimes committed by him, has, after being confronted with all evidence, voluntarily confessed that he committed them.

Firstly, the prisoner, some time ago, of his own accord, together with his accomplices broke open the window of Marcelis Jansz, of which complaint was lodged with the honorable court by the officer, and which, he confesses, was done by him out of pure mischief. Then, after the window was broken open, he climbed into the house and according to the complaints of Marcelis Jansz assaulted and molested him in his house; scattered the fire over the floor while starting a fire on the hearth of the inside room, without allowing the woman or the man of the house to come into the inside room to extinguish the fire, which had begun to burn one of the uprights and the floor; until finally the aforesaid Marcelis was assisted by the officer, who upon his complaint about assault went with him and found the conditions as described [193] and caused the fire to be extinguished; without which to all appearances the house would have suffered considerable damage from the fire that was started, indeed, would have been totally ruined.

Furthermore, secondly, he has confessed that recently when they

were riding the goose,* he (be it said without disrespect) defecated on man servant or one of the servants of the *Heer* de Hulter, commonly called Voogel, from head to foot on the public road, which he publicly confesses in accordance with the testimony thereof secured by Adriaen Claesz; therefore, violating and disturbing the peace on the public highways and streets.

Last Monday evening, coming to the house of Steeven Jansz, he threatened to beat him, Steeven, in his house, whereupon [the said Herman] taking off his coat, he, Steeven, was forced to turn [for help] to the officer, who took him into custody, first asking the witnesses who were present whether it was true, who declared [it to be] absolutely [true], as may be seen more at large by the declarations.

About the time of the recent high water, sitting at the house of Steeven Jansz with his legs in irons, he declared openly that he had seen the wife of Commissary or Officer Dijkman whore around with several persons, showing with outstretched arms the size of the horns which he saw put on the commissary, according to the information and sworn interrogatories procured thereof, which being read to him, he has publicly denied the same and declared that he knew nothing about it, the prisoner declaring that he was drunk that evening and that the next day he was informed by others that he had said so, but that he knows nothing about the aforesaid [194] person but what is consistent with honor and virtue.

Furthermore, he has here and there made much noise and created many disturbances by fighting, etc., which he must admit himself.

The honorable court, having heard these and other complaints and the same having been proved by his own confession, have condemned the prisoner, as they do condemn him on the demand made by the officer upon due evidence, pronouncing sentence in the name and on the part of the high and mighty lords the states general, his Highness the Prince of Orange, the honorable directors of the West India Company, and the honorable general and the high council of New Netherland, as follows: Herman Jansz van Valckenburgh shall be brought to the place where it is customary to execute justice and be put in the flogging iron, with a few rods hanging from the post above his head and on his chest a sign with the words "False Accuser." Furthermore, the prisoner shall be banished from this jurisdiction for the period of six consecutive years, upon the sole condition that, if the prisoner hereafter commits any further

* A game played at Shrovetide, sometimes referred to as the festival of Bacchus, in which a greased goose was suspended from a pole and riders on horseback attempted to carry it away by grabbing its neck. Objections to the event probably centered more on its association with a Catholic festival than on the accompanying drunkenness and disturbances.

offenses, the old charges and the new shall be dealt with together as they deserve, the honorable court being moved to mitigate and reduce the sentence to this extent in the hope that he may improve his conduct, although the crimes committed by him demand greater and severer punishment. Thus done and sentenced the 26th of February, and executed on the 27th of this month of February, in full view of the people who were present.

Joannes Dijckman
 Jan Verbeeck
 Jan Thomasz
 Pieter Hartgers
 Frans Barentsen Pastoor

[195] Tuesday, March 2, 1655

Present:

J. Dijckman
 J. Verbeeck
 J. Thomasz
 San. Leendertz
 Pieter Hertgers

Herman Jacopsz, plaintiff, against Claes Hendrixsz, defendant, about one month and six days' house rent which the plaintiff claims is due him from the defendant. The respective parties being heard, it is decided to refer them, as is done hereby, to referees and arbitrators, to wit, Andryes Herpertz and Rem Jansz *Smit*, to agree if they can.

Jan Barentsz Wemp, plaintiff, against Claes Gerritsz, defendant, about a wagon which is broken and which was loaned by the plaintiff for the use of the defendant. It is decided that the plaintiff, if he considers his cause just, may prosecute the matter further.

Cornelis Vos is given a copy of the deposition about the missing tub of butter, to file his answer thereto on the next court day.

Joannes Dijckman
 Jan Verbeeck
 Jan Thomasz
 Pieter Hartgers

[196] Tuesday, March 16, 1655

Present:

J. Dijckman
J. Verbeeck
J. Thomasz
San. Leendertsz
Pieter Hertgertsz

Jacob Hendrixsz Maat, plaintiff, against Steeven Jansz *Timmerman*, defendant, about one hundred boards according to the note signed by the defendant.

The defendant admits the aforesaid debt and agrees to satisfy the plaintiff as required one month before the departure of the ships from this country for *patria*.

The honorable *schout* of the colony of Rensselaerswijck, plaintiff, against Claes Hendrixsz *Timmerman*, defendant, about certain interrogatories read to the defendant on account of the wounding of Evert Pels and Gijsbert Cornelisz,* as appears more fully from the document which is returned to his honor, together with the confession.

Jan Barent Wemp, plaintiff, against Claes Gerritsz, defendant.

Jan Thomasz, as attorney for the plaintiff, alleges that the wagon loaned by the plaintiff was broken by the defendant, but the defendant says that he did so in the service of Andryes de Vos.

Ordered that the plaintiff may summon the defendant, or Andryes de Vos, on the next court day to answer his complaint.

Wijbrugh Jacobsdr., plaintiff, against Aelgen Jansdr., defendant, on account of some abusive language said to the plaintiff at her house.

The defendant admits having said them, but appeals to the testimony of Hester, the wife of Herman Bastiaensen, whom the plaintiff may cause to be subpoenaed on the next court day.

[197] Cornelis Vos, being summoned to appear in court, is ordered and notified on the next court day promptly to clear himself of the charge of having given the familiar nicknames; also to explain the meaning of the words and to declare what induced him thereto and who advised him to do so and whether he did it alone, or who helped him with it.

* Other sources such as *VRBM*, 833 and 837 indicate that this is Gijsbert Cornelissen van Breuckelen and not Van Weesp.

Rem Jansz *Smit* requests a lot at the hill for his brother-in-law, Michiel *de Karreman*, which is granted him on the same conditions that are granted to others, the gardens to be assigned afterwards by lottery.

Jan van Hoesem and Jochem *Becker* request that the old captain's* house, which is unfit to be used any longer as a bakery, may be put in a proper state of repair. They are notified that before anyone undertakes to bake in it, it must first be properly repaired, in order that no dreaded fire may break out there in the future.

And as to the charge that some bakers, who are freemen, bake without having taken the oath, it is decided to issue further resolutions on the subject, as elsewhere no one is allowed to exercise a trade who has not taken the burgher oath.

Upon the request of Ysbrant Eldersz to have a lot near the Third Kill, it is decided that an inspection shall be made of it.

[198] Hendrick Gerritsz *Kleermaker* and Rem Jansz *Smit* having appeared before the honorable court, Hendrick Gerritsz aforesaid acknowledges that he is satisfied and paid by Rem Jansz for a certain house and lot, standing and situated in Beverwijck, as he, Hendrick Gerritsz, bought the same lately from Rut Arentsz *Kleermaker*, deceased, bounded on the south by a wagon road, on the west by a plain, and on the east by Lourus Jansz, or whoever bought the house of him; hereby completely conveying and transferring said house and lot to the purchaser, Rem Jansz, from now on forever, without the grantor retaining any further right or interest in the same, just as it was granted and conveyed to him, Hendrick Gerritsz, by the curators appointed to administer the estate of the aforesaid Rut Arentsz *Kleermaker*, deceased; requesting that this conveyance made this day before the honorable court may be held and remain inviolate and that extracts from this register may be issued to the parties to serve them in the future. Which request being granted, copies will be issued as required.

Upon the written demand and conclusion of Joannes Dijckman, commissary and officer here, against Jacob Hendrixsz Maat, defendant, on account of deeds committed by him at the house of Steeven Jansz, both within and outside of the door, according to the evidence thereof, and also on account of drawing his knife on the 21st of February aforesaid, in the evening, and his own confession in the matter, it is decided to

* Willem Jeuriaensz

condemn the defendant to pay [199] a fine of one hundred fifty guilders for the benefit of the aforesaid officer, with costs, payable promptly within forty-eight hours, without any exemption.

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hartgerts

The same date.

Given and granted to the honorable magistrates five lots at the hill, marked No. 1 to No. 5.

Sander Leendersz, No. 1, on the west side of Philip Pietersz.
Frans Barendsz, No. 2, on the west side of Sander Leendersz.
Pieter Hertgerts, No. 3, on the west side of Pieter, Frans Barentsz.
Jan Thomasz, No. 4, on the west side of the guardhouse.
No. 5, on the west side, adjoining it.*

Joannes Dijckman
Jan Verbeeck
Jan Thomasz
Pieter Hartgerts
Frans Barentsen Pastoor

[200] Tuesday, April 27, 1655

Present:

J. Dijckman
J. Verbeeck
J. Thomasz
Pieter Hertgertsz
Frans Barentsz Pastoors

Joannes Dijckman, commissary and officer here, plaintiff, against Abraham Pietersz Vosburgh, defendant.

Firstly, in the matter of a promissory note in the sum of two hundred fifty guilders in favor of the plaintiff, given by way of compromise for the crimes committed by the defendant, on which, in the presence of his arbitrators, Rutger Jacobsz and Goosen Gerritsz, he promised to pay one-

* The name of the owner of this lot was not recorded.

half within six weeks and the other half three months later, according to his own request and that of his arbitrators, but which has not yet been paid. The defendant appearing before this honorable court, he is for the reasons alleged by him given additional time to make payment within three weeks from this date, on pain of immediate attachment.

Secondly, the defendant is notified that insofar as he extended his lot contrary to the orders and regulations, he must draw in his lines within forty-eight hours, as otherwise the officer in his official capacity, by order and command of this honorable court, shall have to do so. However, he is warned once more and, if unwilling, [the officer is] to proceed with the execution of the first, as well as the second, order at the expiration of the periods aforesaid.

Joannes Dijckman, commissary and officer, plaintiff, against Cornelis Vos, defendant.

The defendant, appearing, hands in his defense, stating that he is not guilty of nicknaming the houses and persons, in direct contradiction to the oath of Claes Gerritsz. Whereupon it is decided that the officer must bring in his replication in legal form on the next court day, for the purpose of examining the parties with reference thereto.

[201] Grietgen Nanningsdr., plaintiff, against Jan Witmont, defendant, on account of a pewter *can* with brandy which was stolen, [the plaintiff] requesting the return of her *can*.

Whereupon it is decided to notify her that this honorable court shall at the first opportunity take care that the afore-mentioned *can* be returned to her.

Claes Jacobsz promises to make the payment on account of his lot at the hill within forty-eight hours.

The commissary and officer here, plaintiff, against Jochem *Becker*, defendant, on account of a pail of good beer found some time ago among the Indians in going the rounds, referring to the testimony and declarations of Willem Jansz Stoll and Marcelis Jansz.

Jan Thomasz, plaintiff, against Willem Jansz Schut, defendant. The plaintiff refers to the testimony and declarations of Arent *de Noorman* and Marcelis,* but during the session of this honorable court the defendant has agreed to serve the plaintiff for two months, a week or two more or less, which will begin on the first of May next.

* Marcelis Jansen; see next page.

The honorable magistrates, Jan Verbeeck and Pieter Hertgerts, are appointed and chosen treasurers of this honorable court to receive the excise moneys of the impost master as well as the moneys for the lots which have been granted.

Evert Pels, plaintiff, against Pieter Bronck, defendant, because Pieter Bronck, in spite of the attachment of the property in the hands of Jan van Breemen, has not paid but removed the grain that was attached.

The defendant, that is to say, the plaintiff, refers to the testimony of Arent *de Noorman* and Marcelis Jansz, who were present in Katskill and whom the plaintiff may cause to be subpoenaed on the next court day.

[202] Femmetgen Albertsdr., plaintiff, against Jacob Willemsz de Wolff and Gerrit Slegthenhorst, defendants, the defendants being absent, about a bolting chest which was loaned to the defendants and which she needs and which she loaned to the defendants only at the leasing of the house.

The commissary and officer agrees to notify the defendants that they must return the chest free of costs and undamaged as they received it and do so immediately.

Maria Jans, wife of Steeven Jansz, is notified that she must promptly pay for the bed sold to the Hon. Pieter Hertgerts, with her consent and notwithstanding the attachment, or else deliver the bed to his honor within the time of three weeks.

The preceding two pages have been poorly entered by mistake and are therefore rewritten as follows: *

Giertgen Nanningsdr., plaintiff, against Jan Witmont, defendant, about a pewter *can* with brandy, which was stolen. Requests that the aforesaid *can* be returned.

Whereupon it is decided to notify her that this honorable court will at the first opportunity take care that the aforesaid stolen *can* be returned to her.

Claes Jacobsz promises within forty-eight hours to make the required payment for his lot at the hill.

The commissary and officer here, plaintiff, against Jochem *Becker*,

* At this point Dijckman was forced to recopy the minutes because of errors either noticed by himself or by others.

defendant, about a pail of good beer, found some time ago among the Indians by [the guard going] the rounds.

The defendant refers to the testimony and declarations of Willem Jansz Stoll and Marcellis Jansz, who are to be further examined about it.

Jan Thomasz, plaintiff, against Willem Jansz Schut, defendant, about a renewal of contract of service by the same, the defendant [203] to swear to the truth [of his statements]. Said service is alleged to be for the period of four months, commencing at the opening of the trade.

Parties thereupon agree and the defendant promises by hand clasp that he will serve the plaintiff for the period of two months, commencing the first of May next, or a week or two later, provided that he shall receive reasonable wages.

The honorable magistrates Jan Verbeeck and Pieter Hertgerts are chosen and appointed treasurers of this honorable court to receive the excise moneys of the impost master as well as the money that is promised and due for the lots that have been granted.

Evert Pels, plaintiff, against Pieter Bronck, defendant, because Pieter Bronck, notwithstanding the three attachments that were issued against the grain in the possession of Jan van Bremen, has not paid, but removed the grain thence. The plaintiff refers for corroboration of his statements to the testimony of Arent Andries and Marcellis Jansz, who being absent, but having been with the plaintiff at Katskill, may again be summoned to appear on the next court day to give further testimony in the matter as is proper.

Femmetgen Albertsdr., plaintiff, against Jacob Willemsz de Wolff and Gerrit Slechtenhorst, defendants.

Defendants' first default, on account of a bolting chest, delivered to the defendants and which she needs, being delivered by the plaintiff only at the leasing of the house.

The commissary and officer agrees to notify the defendants that they must return the aforesaid bolting chest free of costs and undamaged as they received it, namely, immediately and as is proper.

[204] Maria Jans, wife of Steeven Jansz, is notified that she must promptly pay within three weeks for the bed sold to the Hon. Pieter Hertgerts, with her consent and in spite of the attachment, which was issued, or in default

thereof deliver the bed to his honor at the expiration of the aforesaid time.*

Extraordinary Session, Tuesday, May 1, 1655†

Present:

J. Dijckman
J. Verbeeck
J. Thomasz
Pieter Hertgerts
Frans Barentsz
Volckart Jansz

Volckart Jansz, appearing in court, protests against the way they now begin to set off the lot of the poorhouse and requests that a note be made thereof upon further inspection.

Pursuant to a letter sent to the honorable court by the honorable high council of New Netherland under date of the 11th of April last past, showing that his honor, Volckart Jansz, has been chosen by the honorable high council of New Netherland as a magistrate of this court and as a replacement on this bench of justice, in the stead of Jacob Jansz Schermerhoren, who has gone to Holland, [the said Volckart Jansz,] being summoned and the aforesaid order and letter having been read to him, has with some exceptions taken the following oath as magistrate of this honorable court.

The oath of Volckart Jansz reads as [205] follows: I, Volckart Jansz, chosen by the honorable high council of New Netherland as magistrate of this honorable court, to fill the place which has become vacant, promise and swear that as a good and faithful magistrate I shall to the best of my knowledge help this honorable court to administer law and justice, as required. So truly help me God Almighty. On this date Volckart Jansz took his seat as magistrate of this honorable court and was wished much success therewith.

* This is the end of the repeated section.

† May 1, 1655, fell on a Saturday.

Jacob Jansz Flodder being arrested for some slanderous words spoken about this honorable court, is notified that next Tuesday at nine o'clock he must take care to appear and at the same time hear the demand and conclusion which the commissary and officer shall make and institute in regard thereto.

Femmetgen Alberts again requesting the return of her bolting chest, she is told that she may have her opponents summoned to appear on Tuesday next.

Rut Jacopsz requesting how much shorter he must make his garden on the west side, he is told that the court when it adjourns shall make a further inspection thereof and show him.

Herman Bastiaensz *Roymeester*,* requests that he may be discharged from his office of surveyor, or properly sustained therein, complaining [206] among other things that Willem Teller has again moved out his palisades and that others had done likewise.

[The court decides that] he shall be upheld in his capacity of surveyor and that Willem Teller shall be notified that he must before Tuesday next move back the newly set palisades of his garden, on pain of having the honorable court act thereon and have the aforesaid extension removed.

Abraham Pietersz Vosburgh, appearing before this honorable court, requests that upon paying the fine for which he gave a note to the officer in the sum of f250:–, he may be exempt from the obligation to move back the fence of his lot, which is granted him on certain conditions, he to appear before this honorable court on Tuesday next, when, if the court approve of it, the piece of ground that has been added shall be granted anew, if it seems advisable and the court is satisfied therewith.

[207] Tuesday, May 9, 1655†

Present:

J. Dijckman
 J. Verbeeck
 J. Thomasz
 Pieter Hertgerts

* *rooimeester*: "surveyor of buildings"

† error for May 11, 1655

Frans Barentsz
Volckert Jansz

A petition was read of Herman Jacobsz van Amsterdam, praying that he may be qualified as beer carrier. Whereupon it is decided to note in the margin that the brewers' helpers thus far perform this work themselves and that for this reason it cannot be taken away from them. And as for delivering the bread grain, that there is already a carter to do this.

Joannes Dijckman, commissary and officer here, has delivered to the court a certain replication to the answer filed by Cornelis Vos, which it is decided to place in the hands of the opponent to file his rejoinder thereto on the next court day, to justify himself if he can.

A petition was read of Hendrick Jochemsz, requesting restitution of the one hundred guilders which he advanced to the hon. general and the honorable members of the high council, the same to be applied with others toward the payment of duties. Whereupon it is decided that the commissary and officer shall at the first opportunity when he goes to the Manathans take the aforesaid petition with him to promote the restitution through one merchant or another, or else and especially, as he bought therewith some goods of Theunis Tempelier, to promote the settlement or payment thereof, to wit, of the aforesaid one hundred guilders.

And as to his request for permission to build a room as an extension of his house, the commissary and officer shall be given orders to promote that as much as possible.

[208] A petition was read of the bakers of Beverwijck, requesting in the first place that the weight of bread be regulated. Whereupon it is decided to comment that this honorable court will do so at the first opportunity.

As to the abuse that some bakers continue to bake without having taken the oath, this will be prevented as much as possible.

And as to the request that they may form a guild, the honorable members of this court consider this for the present for certain reasons not advisable.

Pieter Bronck, being summoned, is enjoined from tapping strong beer, for the reason that he brews the same, in whatever manner it may be, and on acting contrary hereto he shall the first time forfeit 25 guilders, the second time forfeit 50 guilders, and the third time receive arbitrary correction, provided that he shall be permitted to draw the wines which he has now in the cellar according to the gage.

Rut Jacobsz, plaintiff, against Femmetgen Alberts Geverts, defendant, about the sum of about *f*400 which is due to the plaintiff by the defendant according to the account rendered thereof and of which the plaintiff demands payment.

The court, having heard the statements and arguments on both sides, order and condemn the defendant, Femmetgen Alberts, to pay the plaintiff each half year, in part payment of the account, the sum of one hundred guilders, promptly, on pain, etc.

Pieter *de Vlamingh* requests lot No. 5, toward the hill, of which a further inspection will be made.

[209] Marcelis Jansz and Arent Andriesz, being summoned to appear in court, declare at the request of Evert Pels that they heard from the mouth of Jan van Bremen that [Pieter Bronck] promised to pay Evert, but as the aforesaid person, being here, hid himself, it is decided that in returning from the Manathans they shall, if they please, in passing bring the aforesaid Jan van Bremen with them, in order that he may give an account of himself here before the honorable court.

Claes Jansz *Timmerman* and Willem Jansz Stoll declare that they heard Rijndert Pietersz say that he heard from the mouth of Dirrixsz van Bremen that Pieter Bronck had promised to pay Evert Pels, for which reason Evert Pels requests that Jan Dirrixsz van Bremen be summoned to come here at his own expense, if in the wrong, to appear before this honorable court to justify himself, which is granted.

Geurt Hendrixsz, plaintiff, against Philip Pieters Scheuler, defendant, about an interest in a dragnet which the defendant bought of Geurt Hendrixsz, whereupon it is decided that in order to learn the truth he may have those who entered the partnership and had an interest in the dragnet summoned to appear on the next court day, when the parties will be further examined.

Maria Jans, wife of Steeven Jansz, being summoned by the officer on account of a pewter pint measure, which she sold to the Hon. Pieter Hertgerts and which was stolen and given [210] to Jan Witmont and which belonged to Giertgen Bouts, she is notified that she must turn over to the

Hon. Pieter Hertgerts what she received for it in order that the missing pint may be returned free of costs and undamaged to Giertgen Bouts.

Jan Gauw requesting that he may have the lot which was heretofore granted to Carsten living in the *Grene Bosch** and which was not built upon within the proper time, this is granted him on condition that he agree with the officer and satisfy him with regard to the fine to be paid because the lot was not built upon within the stipulated time.

Hendrick Jochemsz is granted permission to have the burgher guard shoot the parrot† on the third day after this coming *Pijnghsteren‡* provided he keeps good order and takes care that no accidents occur or result therefrom.

Steeven Jansz, plaintiff, against Jan Jansz, defendant, about some money due him for tavern expenses.

The defendant is ordered to pay the plaintiff one-half now or within a month and the other half two months later, promptly, without any exceptions.

Maria Jans, wife of Steeven Jansz, is ordered by this honorable court to suspend tapping in this fort for the period of two weeks from this date, precisely.

The commissary and officer is ordered to pay within the space of forty-eight hours [211] to Jacob Jansz Flodder the sum of fifty-six guilders, being the same as what the officer received from the hands of the aforesaid Flodder on account of the late Hendrixsz, but the officer retains, nevertheless, entirely his cause of action on account of his

* "pine woods," now called Greenbush, a section of the city of Rensselaer; the English mistook Dutch *grene* "pine" for English "green," giving rise to such local placenames as Greenbush and Green Island.

† *den papegay door de burgerij te laten schieten*: an annual festival in the Netherlands, held on May Day or at Pentecost. Accompanied by three days of feasting, the local marksmen attempted to shoot the figure of a parrot from the top of a pole. The winner was proclaimed king of the marksmen until bested. See J. Ter Gouw, *De oude tijd* (Haarlem, 1874) 282; and George McCall Theal, *The History and Ethnography of Africa South of the Zambesi*, (London, 1909) 2:316.

‡ i.e., *pinkster* "pentecost," the Greek word for fifty; in the Christian calendar it indicates the seventh Sunday after Easter.

misbehavior in the public street on Saturday last in calling the honorable commissary and some magistrates of the court here bloodhounds and tyrants steeped in strong drink, for which he may proceed against him when time and opportunity offer themselves.*

The court of the colony of Rensselaerswijck, learning that the result and outcome of the fight between Steven Jansz and Jacob Hendricksz Maat, offers and furnishes them good reasons and motives for being vigilant and watchful with respect to the proper administration of justice according to their bounden duty, the fact in the case being that Steven Jansz was wounded and struck by the aforesaid Jacob Jansz† with a knife in his left side in such a way that he is in danger of losing his life and considering that the aforesaid fight took place within the district and jurisdiction of the aforesaid colony, they therefore propose and submit the matter to the honorable court of Fort Orange and Beverwijck with the friendly request, if Jacob Hendricksz above mentioned should happen to stay or sojourn in their honors' jurisdiction, that they would be pleased by legal process to deliver him into the hands of their officer in order that he may take full charge of the case [212] and proceed against his person as shall be found proper according to law, the equity hereof being founded on the reciprocal duty to accommodate [the court of Fort Orange and Beverwijck] in case a similar situation should present itself on their side, their honors being well aware that this is a mutual obligation resting upon all, especially associated, courts. Whereupon they expect a speedy resolution and answer, since there may be *periculum in mora*.‡

Done at the session of their honors of the aforesaid colony,
this 2d of July 1655.§

Below was written:

By order of the same,

was signed: A. de Hooges, secretary.**

* At this point Johannes Dijckman ceased to keep the minutes of the court. It is presumed that he was incapacitated by drunkenness and insanity, and relieved of his office. Dijckman was replaced by Johan de Deckere.

† a mistake for Hendricksz

‡ Latin for "danger in delay"

§ error for June 2, 1655

** Anthonij de Hooges was secretary of the patroonship of Rensselaerswijck from 1644 to 1655.

Tuesday, June 8, 1655

Present:

| | |
|------------------|-------------------|
| J. Verbeeck | P[iete]r Hartgers |
| J. Thomasz | Fr. Barentsz |
| Sander Leendersz | V[olker]t Jansz |

Rem Jansz *Smit*, plaintiff, against Willem Hap, defendant, about the final payment of 550 guilders in beavers, which the defendant still owes on the house bought of the plaintiff, standing in Fort Orange.

The court, having heard the arguments and pleadings on both sides, order the defendant to satisfy and pay the plaintiff the aforesaid sum of 550 guilders according to the bill of sale within three weeks, or at the latest at the end of the month of June, promptly, without any exception.

Andries de Vos, appearing, requests a copy of the testimony and interrogatories secured and drawn up some time ago by the honorable court.

[213] The impost master, Jacob Hendricksz Maat, being summoned by the honorable court to turn over to the court the third and last payment or term of the amount bid by him at the farming out of the excise here, has done so on his appearance in court, so that he has paid in full what he owed for the excise on wine and beer, from the first term to the last.

Same Date

Maria Goosens, wife of Steven Jansz, charged with and having confessed to the sale of some brandy to the Indians, is ordered to pay a fine of 300 guilders and prohibited from coming into this place for a year and six weeks, and this by way of pardon and intercession in her behalf on the part of the magistrates.

Tuesday, July 13, 1655

Present:

| | |
|----------------|-------------------|
| J. de Deckere* | P[iete]r Hartgers |
| J. Verbeeck | F[ran]s Barentsz |
| J. Tomasz | V[olker]t Jansz |
| S. Leendertz | |

* On June 21, 1655, Johan de Deckere was appointed commissary and vice director. In December of 1656 he went back to the Netherlands to settle private affairs. De Deckere returned to New Netherland in May of 1657 as receiver general and member of the council.

Johan de Deckere, commissary and officer here, *ex officio* plaintiff, against Juriaen Jansz, defendant.

The plaintiff states and the truth is that the defendant on the 7th of this current month of July has not hesitated in the presence and hearing of the honorable magistrates, P[iete]r Harties and Frans Barentsz Pas-toor, to denounce in scandalous, villainous and contemptuous terms the ordinance against going into the woods to trade, published on the first of July last, and to speak of it in such a way as if the magistrates of this court were thereby trying to reserve the entire trade to themselves; also, to make the aforesaid gentlemen, and hence the entire court, [214] out to be and to call them so to speak before the whole world louts, who were incapable of carrying out the provisions of their placards and ordinances against those who violated them, all of which are matters of serious consequence in a well-regulated country where justice and government prevail, which ought not to be suffered, but severely punished.

Therefore, the plaintiff, in his capacity aforesaid, demands that the defendant shall be condemned to withdraw his statements here in court and furthermore, bareheaded, with folded hands, and on bended knees pray God and the court and the aforesaid two honorable magistrates for forgiveness, declaring that he is heartily sorry and promising that he will nevermore in the future do the same, nor anything like it, and that in addition he shall be condemned to pay for the benefit of the plaintiff the sum of six hundred guilders, with costs, or such other amount, etc.

The honorable members of this court having heard the verbal testimony of the defendant, condemn him to declare publicly that he spoke ill and that he is heartily sorry about it and further condemn him to pay for the benefit of the officer the sum of eighty guilders, to be paid within twenty-four hours, on pain of being apprehended. One-third hereof is set aside for the poor.

[215] *Idem*, plaintiff, against Willem Bout, defendant.

He demands condemnation in a fine of [blank] guilders because the defendant on the fourth of July last, on Sunday evening, after the ringing of the bell, continued to serve and tap liquor, etc.

Remitted.

Idem, plaintiff, against [blank].

He demands *ut supra*, because the defendant after the aforesaid time sat drinking.

Ut supra.

Idem, plaintiff, against [left blank].

He demands *ut supra* because *ut supra*.
Ut supra.

[216] Tomas *Clabbort*, plaintiff, against Theunis Jacobsz, defendant.

He demands condemnation in the sum of *f*2,270:–, on account of the purchase of certain grain, less the amount that has been paid, etc.

The honorable court having heard the parties and also Andries de Vos, who interposed and undertook to carry on the defense for the defendant, and having taken into consideration all that is to be considered in the matter, condemn the aforesaid defendant and Andries de Vos, each *in solido*, to tender and pay the aforesaid sum of *f*2,270:–, less the amount that has been paid, provided that one paying, the other shall be released, without prejudice to the cause of action for damages which the defendant and the interposer think they have against the *Heer Renselaer* and his associates, for various reasons. *Actum ut supra*.

Pieter Rijverdingh, plaintiff, [against] Tjerk *de Karman*, defendant.

Jan Labatie, plaintiff, against Gillis P[ieter]sz.

Both absent.

Tierk *de Carreman*, plaintiff, against Abram Pietersz Vosburch.

Both absent.

[217] Marcelis Jansz, plaintiff, against Corn. Pot, defendant, for the sum of *f*1101:1:–, for tavern expenses.

The magistrates condemn the defendant to pay the amount asked within the space of fourteen days.

Marcelis Jansz, farmer of the wine excise, jointly with the officer, plaintiffs, against Daniel Vervelen, defendant.

He demands that the defendant be condemned to pay a fine of five hogsheads of wine, or the value thereof. Also that a certain hogshead of wine, which on the 23d of May last was removed by the defendant without a permit, be declared confiscated, or [the defendant be condemned] to pay the value thereof, or other penalty, etc.

The court, having heard the parties on both sides and taken everything into consideration, declares the hogshead of wine, which according to his own confession was removed by the defendant on the 23d of May last, confiscated, provided that the defendant may redeem the same for the sum of eighty guilders. The second demand is denied.

Volkert Jansz and P[iete]r Hartgers, magistrates, cause it to be noted in

connection with the aforesaid sentence that it was decreed against their advice, it being on the contrary their opinion that the defendant ought to be absolved, provided he declare that the aforesaid hogshead is the same as that which he entered on the 15th of May at the farmer's office.

[218] Theunis Jacobsz, plaintiff, against Andries de Vos, defendant.

He demands that the defendant be condemned to indemnify him, the plaintiff, with reference to the judgment heretofore demanded by Thomas *Clabbert* against the plaintiff.

The defendant agrees to carry on the defense for the plaintiff.

Whereas it is said that Gerrit Banker through a certain Indian let some other Indians with their beavers come into his house, and Rut Jacobsz, Jacob Teunisz, Evert Wendel, and Philip P[iete]rsz, were then near there, they, being subpoenaed to testify to the truth for the benefit of the commissary and officer here, in his official capacity, have deposed and declared as follows:

Ruth Jacobsz declares that he asked the said Indian, and Philip P[iete]rsz, and Jacob Teunisz that they heard [him ask], whether the Indian had traded with certain Indians, to which the said Indian said, Yes.

The aforesaid Philip P[iete]rsz, and Evert Wendel declare in addition that the said Indian came out of the house of the said Philip P[iete]rsz, and that the said Indian spoke to them and picked up a certain package of beavers belonging to them and went away with it, whereupon all the other Indians speaking to the first Indian followed him and together were seen to enter the house of Gerrit Banker.

[219] Interrogatories upon which, at the request of Johan de Deckere, commissary and officer here, are to be heard and examined under oath Tomas Paulw, Willem Teljer and Sijmon Leen, all being summoned to testify to the truth.

Firstly, to ask the deponent's ages.

Tomas Paulw declares that he is 54 years old; Willem Teljer, 39; and Sijmon Leen, 34 years.

Secondly, whether on last Wednesday the 7th July, they did not hear and see that a dispute and quarrel arose between Jochim *de Backer* and Gerrit Slechtenhorst, about the piling up of some wood?

They declare, Yes.

Likewise, whether immediately after the said persons did not each pick up an ax and take hold of it to hack each other and whether this was not prevented and stopped by the intervention of the deponents?

They declare, That the said persons each took up an ax, but that they were stopped and prevented [from using them] and that Jochim *de Backer* was the first to take up the ax.

Fourthly, whether he, Jochim *de Backer*, after the said separation, did not run home and, returning with a naked sword in the hand, went for the aforesaid Slechtenhorst?

They declare, Yes.

[220] Fifthly, whether the said Slechtenhorst, seeing this, did not retreat to the house of the aforesaid Tomas Paulw, but was followed into the said house and whether the said Jochim, being seized by the said Tomas Paulw, lowered the sword and let him take it, or gave it to him?

Tomas Paulw and Sijmon Leen declare, Yes. Willem Hil says, That he knows nothing about it.

Sixthly,* whether the said Slechtenhorst, seeing the said Jochim without sword, did not begin to fight with Jochim in the house of the said Tomas Poulw and whether the said Jochim in the course of the struggle and while the said Slechtenhorst lay underneath did not tear at his male organs in a scandalous way, causing him to yell and scream?

Sijmon Leen declares, That things took place as stated. Tomas Poulw declares, That he saw the said persons fight in his house. Willem Teljer declares, That he knows nothing about it.

Whether the said Jochim, being threatened by Sijmon Leen to have his hand cut off if he did not stop tearing at the aforesaid improper place, was not somewhat frightened and disturbed thereby, got up and ran home through the bakery, out of the back part of the house?

Sijmon Leen declares, As stated. Tomas Paulw declares that he saw the said Jochim run away. Willem Teljer declares that he knows nothing about it.

* The original has "Fifthly" by mistake.

[221] Whether they, the witnesses, did not also see that the said Slechtenhost then also ran home and returned with a naked cutlass, challenging the aforesaid Jochim to fight with him to the death, or to see who would be the bravest?

Sijmon Leen and Tomas Paulw declare, As stated. Willem Teljer declares, That he saw the said Slechtenhorst come with a naked sword.

And what else followed after that?

They declare, That Jochim *de Backer* then ran away and the said Slechtenhorst returned home.

Thus done and deposed on the date above written.

Claes Gerritsz appeared before the honorable magistrates and declared that in satisfaction of a certain judgment of the honorable court given under date of the 12th of May 1654 in favor of Rut Jacopsz for the restitution of the 20 beavers belonging to Brant van Slechtenhorst, which are in his custody, he specially binds his house and lot and furthermore his person and property, nothing excepted, submitting them to the control of all courts and judges.

Actum ut supra.

[222] There was read a petition presented by Jochim *Backer*, Jacob Willemsz, Tomas Paulw, and Daniel Ringhaut, bakers, on which was entered and given the following apostil:

The magistrates hereby prohibit and forbid the petitioners to put any sugar, currants, raisins, or prunes in any bread which they bake and hence to sell the same, on pain of forfeiting fifty guilders for the benefit of the officer.

Actum ut supra.

Wednesday, July 14, [1655]

Present:

Everyone

Johan de Deckere, commissary and officer here, *ex officio* plaintiff, against Jochim *de Backer*, defendant.

The plaintiff says and declares it to be the truth that the defendant on the 7th of July tried to attack and injure the person of Gerrit Slechtenhorst with an axe, and being prevented from doing so, ran after him and pursued him with a naked sword into the house of Tomas Paulw; also that he fought with him there and tore at the male organs of said Slechtenhorst in a very scandalous way, trying to mutilate and ruin him, being only prevented from so doing by threats, whereby, in addition to disturbance of the public peace, also private injury and violence has been committed against the person and in the house of the said Tomas Paulw.

The plaintiff, therefore, in his capacity aforesaid, demands that the defendant [223] be condemned to pay a fine of one thousand guilders. The defendant requests a copy of the demand together with a copy of the interrogatories.

Idem, plaintiff, against Gerrit Banker, Herman Vetter.

The plaintiff says that it is the truth that the defendant lately, through a certain Indian, has not hesitated to entice some other Indians to come with their beavers into his house, contrary to the ordinance issued against it.

The plaintiff, *ex officio*, as above, therefore demands that the defendant be fined three hundred guilders and in addition be suspended from the exercise of his trade for the period of one year, all in accordance with the ordinance aforesaid, or [that the court impose such] other penalty [as it may see fit].

The magistrates, having given the defendants the privilege to deny the charges upon oath and they remaining thus far in default, have nevertheless granted them time until the next court day to take the oath, on pain of being condemned to pay the fines and penalties provided by the ordinance. Meanwhile the defendants are prohibited and enjoined from carrying on any trade or barter with the Indians until next Tuesday.

[224] Jacob Hap, appearing before the court, requests an apostil on his petition presented heretofore, namely, praying for permission and consent to purchase of the native Indians a small piece of land situated [blank].

It is decided to postpone the matter until the return of the honorable general* and to notify him that in case consent is given, he shall be the first one in line.

Monsieur Jan de Hulter appearing before the court requests letters of recommendation to the honorable council in New Netherland, in order that they may be pleased to pass and to cause to be published a certain ordinance to inhibit, restrain and control the insolence, opposition and disobedience of his servants in particular and others in general.

It is decided to communicate and recommend this to the honorable council.

[225] Tuesday, July 20, 1655

Present:

Everyone except Sander Leendertz

Interrogatories on which at the request of Johan de Deckere, commissary and officer here, ex officio, are to be heard and examined under oath Rut Jacobsz, Jan Daret, Philip P[iete]rsz, Goosen Gerritsz and Andries Jacobsz, all subpoenaed by the court to testify to the truth.

First, whether they, the deponents, on Friday last, did not hear a certain Indian acknowledge, confess and affirm that without any previous gift [on his part] he had received as a present from Catelijn Sanders, wife of Sander Leendertz, a piece of cloth, then shown by him and thrown around his body? They declare accordingly.

Whether the said Indian did not declare also that he still had all his beavers and that before [leaving] he would first trade with the said Catelijn? Declare, As above.

* Petrus Stuyvesant, director general of New Netherland, was absent from the colony on a voyage to Barbados and Curaçao from 24 December 1654 until 11 July 1655.

Whether the said Indian did say also that he would receive some more presents and what they were? They declare, As above and that he would receive in addition to the piece of cloth a cloth remnant and stockings.

[226] What else can they testify to in this matter? They declare, That they know nothing more about it.

Johan de Deckere, commissary and officer here, *ex officio* plaintiff, against Catelijnd Sanders, wife of Sander Leendertsz, defendant.

He demands that the defendant be fined three hundred guilders and suspended from her business for a year, in view of the fact that she has recently, or last week, undertaken to give or donate a piece of cloth to a certain Indian, contrary to the ordinance issued against the making of presents, or such other penalty, etc.

The defendant admits that she gave the Indian a piece of cloth, but that she received from him first two beavers and then a lynx coat.

The plaintiff persists in his demand by way of replication.

The defendant persists by way of rejoinder.

The plaintiff asks that the defendant make oath.

The magistrates order the defendant to declare under oath that she received as present from the aforesaid Indian first two beavers and then a lynx coat and that in return therefor she gave the said Indian a piece of cloth.

The defendant took the oath.

[227] *Idem* plaintiff, against Jacob *Backer*, defendant and prisoner.

The plaintiff says and the truth is that the defendant last Friday did not hesitate to declare openly and in so many Dutch words that the sentence, meaning and referring to the sentence passed last Tuesday against Daniel Vervelen, was a false sentence; and whereas this is an intolerable wrong and flagrant insult to the honorable magistrates of this court, whom the plaintiff by virtue of his office ought to and is bound to defend.

Therefore, the plaintiff demands that the defendant and prisoner be condemned to make honorable and profitable amends for this wrong; honorable [amends], by appearing in court and there, bareheaded, with folded hands, and on bended knees praying God and the court for forgiveness and acknowledging that the said words thoughtlessly escaped him and consequently, that he is heartily sorry; and profitable [amends], by paying for the benefit of the plaintiff the sum of six hundred

guilders, or some other amount.

The defendant denies the charges.

The plaintiff persists.

[228] *Idem* plaintiff, against Jochim *de Backer*.

The defendant to reply.

The defendant answers promptly in writing.

The plaintiff persists by way of replication.

The defendant by way of rejoinder requests copies of the plaintiff's evidence.

Pieter Rijverdingh, plaintiff, against Huybert Jansz, defendant, for payment of the sum of *f*53:3:– on account of the purchase of a barrel of Holland beer.

The defendant admits the debt and requests eight days' delay.

The court decides on favor of the plaintiff and grants the requested delay.

Johan de Deckere, commissary and officer here, *ex officio* plaintiff, against Gerrit Banker, to testify in accordance with the order made on the last court day.

The defendant refuses to take the oath.

The plaintiff therefore demands that he be condemned to pay the fines and penalties provided by the ordinance.

The court allows the defendant eight days' time to make the said declaration under oath, on pain as stated in the previous order. Meanwhile, the defendant is prohibited from doing any trading or bartering with the Indians.

[229] There was read a petition of Teunis Corn[elisz] van Vechten, praying that he might be authorized and have the privilege to drive the cart, to the exclusion of others.

It is decided to defer the matter until the homecoming of the honorable general* and, in case the going around with the cart be granted to anyone in particular, to procure that he shall be the first in line for the position.

Actum the 20th of July 1655.

* See note, page 201, regarding Stuyvesant's whereabouts.

Tuesday, July 27, 1655

Johan de Deckere, commissary and officer here, *ex officio* plaintiff, against Gerrit Slechtenhorst, defendant.

The plaintiff says and declares it to be the truth that the defendant on the 7th of July last ventured first to pick and start a quarrel with Jochim Wesselsz *Backer*, then to threaten him with a hatchet, and afterwards to fight with said Jochim *de Backer* in the house of Tomas Paulw, and on being separated from him by others, to pursue the said Jochim with a naked cutlass in his hand and to strike with the said cutlass against the transom bar of the door of the said Tomas Paulw, thereby, in addition to the public disturbance, committing personal injury and violence against the person and house of the aforesaid Tomas Paulw.

Therefore, the plaintiff demands that the defendant be condemned to pay a fine of six hundred guilders, or some other penalty, etc.

The defendant obtains a copy of the demand.

[230] *Idem*, plaintiff, against Jochim Wessels *Backer*, defendant, to produce his evidence and desist from producing [further testimony].

The defendant agrees to submit all his evidence on the next court day and then to desist from further production [of evidence].

Idem plaintiff, against Gerrit Bancker, defendant, to take the oath in conformity to the order of the preceding session of the court, on pain as stated therein.

The defendant says that as yet he is not willing to take the oath.

The plaintiff requests consequently that defendant be condemned to pay the fines and penalties provided by the ordinance referred to and mentioned in the aforesaid order.

The magistrates, seeing that the defendant not only remains in default, but openly in court refuses to take the oath, condemn the defendant to pay a fine of three hundred guilders and prohibit the defendant from doing any trading or bartering with the Indians for the period of an entire year.

Idem plaintiff, against Marcelis Jansz, defendant, because the defendant last Sunday served or continued to serve drinks during divine service.

Demands that the defendant be fined six guilders in accordance with the ordinance.

The magistrates condemn the defendant to pay a fine of four guilders.

[231] *Idem* plaintiff, against Willem Jansz Stoll. Demands that the defendant be fined three guilders because he sat drinking last Sunday during divine service at the house of Marcelis Jansz.

The defendant admits having been at the house of Marcelis Jansz aforesaid, but denies that he was drinking. Agrees voluntarily to pay the fine, which, however, for certain reasons will be refunded to him.

Robbert Vastrick, plaintiff, against Abram Pietersz, defendant, for the sum of sixty guilders, six stivers, according to his promissory note. Demands therefore that the defendant be ordered to pay the amount.

The defendant admits the debt.

The plaintiff requests judgment against the defendant.

The magistrates condemn the defendant to pay the amount asked in beavers, according to the promissory note and his admission made in court.

Abram Pietersz Vosburgh, plaintiff, against Pouwels Lammertsz, defendant, requesting that the defendant be ordered to serve the plaintiff six consecutive days, commencing on this date.

The magistrates, having heard both parties, condemn the defendant in the sum of twenty-four guilders, or otherwise, at his choice and option, to the aforesaid six days' service, to commence tomorrow.

[232] Steven Jansz, plaintiff, against Willem Hofmeyer.

Default.

Idem plaintiff, against Claes Wip, defendant.

Default.

Idem plaintiff, against Jan Gou, defendant.

Default.

Appeared before this honorable court, Frans Barentsz Pastoor, our fellow servant, and declared that he offered himself as surety for Pieter Bronck for the benefit of Casten and Meyndert *de Smits*,* for the recovery of eleven and a half beavers, belonging to them and in the custody of Louris Jansz, he, the surety, promising to release the said Casten and Meyndert from all damage and claims, binding therefor his person, etc. Done on the date above written, in the presence of the undersigned magistrates.

Frans Barentsz Pastoor

* The brothers Carsten and Meyndert Fredericksz operated a blacksmith shop just south of the almshouse on the southwest corner of present-day Beaver Street and Broadway.

[233] Tuesday, August 24, [1655]

Present:

J. de Deckere
Sander Leendertsz
Frans Barentsz
Rutger Jacobsz
Andries Herpertsz
Volkert Jansz

According to the notice received from the honorable general and the honorable high council, upon the nomination made by this honorable court, there were chosen, in the place of the retiring magistrates Jan Verbeeck and P[iete]r Hertgers, whose term has expired, Rutger Jacobsz, Andries Herpertsz, and as extraordinary magistrate, Dirck Jansz Croon. The two ordinary magistrates (Dirck Jansz Croon being away from home, or absent), after being summoned by the court, have taken the following oath of fidelity before the commissary:

We, the undersigned, in the capacity of chosen magistrates of the bench of justice of Fort Orange and Beverwijck, promise and swear hereby that together with our fellow magistrates we shall help to administer law and justice between man and man and according to the best of our knowledge and ability help to maintain and execute the same; also in all respects to conduct ourselves loyally and faithfully toward the honorable states general of the United Netherlands, the honorable directors and patroons of this New Netherland province, and the honorable general and council residing in New Amsterdam. So truly help us God Almighty.

On this date the oath was taken by Rutger Jacobsz and on the 26th by Andries Herpertsz, and they were wished much success.

And on the 20th of September the oath was taken by Dirck Jansz Croon.

[234] Johan de Deckere, officer here, *ex officio* plaintiff, against Gerrit Slechtenhorst, defendant, to make answer.

The defendant promptly makes answer in writing.

Idem plaintiff, against Jochim Wesselsz *Backer*, defendant, to submit all his evidence in accordance with the promise made on the last court day, and to desist from introducing further evidence.

Default.

Thursday, August 26, [1655]

Present:

R. Jacobsz
Andries Herpertsz
S. Leendertsz
Frans Barentsz
V. Jansz

Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against Gertruyt Nannings, defendant, about the fine of 6 guilders because the defendant served liquor on the day of prayer.

Default. Fine remitted.

Pieter Rijverdingh, messenger, coming before the court, requests that he may draw and receive the sum of fifty guilders out of the excise money.

The request being approved, it is decided to give him an order on the farmer of the excise.

Extraordinary Session on the 20th of September*

Present:

Frans Barentsz
Volckert Jansz
Rut Jacobsen
Andries Herbetsen
Dierck Jansen Croon

Considering the continuing bad news coming from the Indians, the magistrates deem it advisable to dispatch a yacht at once to the Manathans in order to learn the news, and to dispatch a yacht to the Isopus for the same [reason].

* This session of the court is written on a separate piece of paper (8 1/2 by 2 3/4 inches) bound mistakenly between pages 136 and 137 of the minute book; however, chronologically it should appear between pages 234 and 235 following the August 26, 1655 session. It relates to the surprise Indian attacks on Manhattan, Staten Island, and Pavonia in September 1655, known as the Peach Tree War.

[235] Tuesday, November 23, 1655

Present:

Everyone except
R. Jacobsz

Pieter Lokermans demands of Claes Hendrixse restitution of ten beavers promised by him for a certain lot and consequently release from the obligation to purchase the same.

The defendant says that he is not bound to return the beavers, as he is prepared to deliver the patent to the plaintiff as soon as the river is open.

The court, having heard the parties, denies the plaintiff his demand and orders the defendant to fulfill his promise.

A petition is read of Ludovicus Cobes, requesting permission to keep day and evening school.

The petitioner's request is granted.

Upon the request of Jochim *de Backer*, presented in the form of a petition, namely, that the straw roof of the house of Willem Juriaensz may be condemned and he be ordered, on account of the danger involved, to cover the same with planks instead. The petitioner's request is granted and it is furthermore decided that the aforesaid Willem Juriaensz shall be ordered and urged to effect the same within eight, or at the longest within fourteen days.

After deliberation it is decided, for lack of a sufficient supply of money, to take out of the excise money the sum of two hundred guilders to be used at this juncture of time for necessary purposes.

Tuesday, November 30, 1655

Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against Jochim *de Backer*, to present his evidence at once and to waive the right to produce further testimony.

The defendant submits his evidence.

The court orders the witnesses to be reexamined.

Idem plaintiff, against Gerrit Slechtenhorst, defendant, to proceed with the case. The parties rest and submit no further evidence, requesting decision and sentence.

The court condemns the defendant to pay a fine of twenty-five guilders and costs.

The defendant states that he intends to appeal.

[236] *Idem* plaintiff, against Jacob Hap, defendant.

He demands that the defendant be fined 300 guilders for having now about three weeks ago ventured to injure and wound the person of Dirk van Hamel severely in the head with a tankard.

The defendant admits the charge brought against him by the plaintiff.

The plaintiff asks that sentence be pronounced.

The court condemns the defendant to pay a fine of thirty guilders, plus expenses.

Idem plaintiff, against the same defendant.

He demands that a fine of one hundred guilders be imposed because the defendant recently threw a knife, wounding his servant, Isaak Floris, in the shoulder.

The defendant says that the act was committed in haste.

The court condemns the defendant to pay a fine of twenty guilders, plus expenses.

Idem plaintiff, against the wife of Willem Bout,* defendant.

He demands that she be fined six guilders for having last Sunday served liquor or entertained company during divine service, contrary to the ordinance issued against it.

The court condemns the defendant to pay the fine requested, plus expenses.

Volckert Jansz asks to have it noted that the aforesaid sentence was passed contrary to his advice.

Pieter Rijverdingh, plaintiff, against Jan Gou, defendant.

Default.

Idem plaintiff, against Poulus *de Noorman*.

Default.

Johan de Deckere, commissary and officer here, appears and declares that he is appealing the above sentence pronounced against Jacob Hap to the honorable director general and council of New Netherland, serving notice that he will submit his grievances and prosecute his appeal there and in such way as he shall see fit.

* Geertruyt Nannings

[237] Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against Jannitge Jansz, wife of Adriaen Dircksz Vries, at present a prisoner, defendant.

The plaintiff says that it is the truth that the prisoner did not hesitate on the 26th of September last, being Sunday, to sell brandy to a certain Indian, contrary to the placard and ordinance issued against it.*

He demands therefore, in the name of the supreme authorities of this province, the honorable director general and council of New Netherland, that the prisoner shall be brought to the place where it is customary to execute justice and that she shall there be publicly exposed at the whipping post and be punished with the rod; furthermore, that all her property shall be declared forfeited for the benefit of the officer, and that she shall be forever banished from this country and be condemned to pay the costs and expenses of the legal proceedings.

The court, having heard the confession of the prisoner, administering justice and preferring leniency to the rigor of justice, condemn the prisoner to be publicly exhibited at the whipping post, the rod being suspended above her head; declare her property, if she has any, forfeited for the benefit of the officer, and order her, as soon as the river is open, to leave this province forever, on pain of incurring heavier punishment, and condemn her to pay the costs and expenses of trial. Thus passed on the sixth of November in the presence of all the magistrates and pronounced on the first of December following; present, the commissary and all the magistrates.

J. De Deckere
1655

Sander Lenrsene
Frans Barentsz Pastoor
Volckart Jansz
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

[238] Tuesday, December 7, 1655

Present:

Everyone except Volkert Jansz

Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against Hendrick Jochimsz, defendant.

* See *LO*, 182, for this ordinance.

He demands a fine of *f*12:0: because the defendant on Sunday last, in the fore- and afternoon, has entertained company, contrary to the ordinance issued against it.

The court, having heard the parties on both sides, condemn the defendant to pay the fine asked, plus expenses.

Idem plaintiff, against Herman Bamboes, defendant.

He demands a fine of *f*6:0, for reasons above.

The magistrates *ut supra*.

Appeared in court Jacob Willemsz *Backer* and Willem Jansz Schut, being subpoenaed to testify to the truth, and declared under solemn oath at the request of Johan de Deckere, commissary and officer here, that it is true that they, in the month of July last, were present at the house of Tomas Paul, when Jochim *de Backer* and Gerrit Slechtenhorst were fighting and that they consequently saw that the said Jochem several times tore at the said Slechtenhorst's genitals and that he, Jacob Willemsz, forced said Jochim's hand away from the said place and that they afterwards heard the said Jochim say that he would have torn them (meaning the said instrument with its appendages) from his body, if he had not been prevented therefrom. So truly may Almighty God help the deponents. *Actum ut supra*.

Idem plaintiff, against Jochem *de Backer*, defendant, requesting sentence, the order of the last court day being complied with.

The court, having heard the arguments and defense on both sides, having examined the documents respectively submitted, and having taken into consideration all that is to be considered, condemn the defendant to pay a fine of one hundred guilders and costs.

[239] Appeared in court Tomas Paul, Jacob Willemsz, and Hans Coenraets, and declared at the request as above, by true words, in the place of an oath, that it is true that on Saturday last, came to the house of the aforesaid Jacob Willemsz, the wife of Carsten *de Noorman*, having in her hands two round sugar cookies and saying, on being asked, that she had obtained or bought them at the house of Jochim *de Backer*; also, that some time thereafter there came to Tomas Paul's house a certain Indian from the house of Jochem *de Backer*, carrying an oblong sugared bun, which he said he had likewise obtained or bought at the house aforesaid. All of which they offer, if need be and required, to confirm by oath. *Actum ut supra*.

Marcelis Jansz, plaintiff, for the attachment of certain house rent amount-

ing to the sum of about *f*130:–, in the custody of Claes Hendrixse, belonging to Jacob Adriaensz *Rademaecker*, defendant.

He demands security in the amount of *f*[*blank*], for tavern expenses and beer furnished, plus expenses.

The court confirms the attachment.

J. De Deckere
1655
Frans Barentsen Pastoor
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

[240] Tuesday, December 14, 1655

Present:

Everyone except
V. Jansz

Johan de Deckere, commissary and officer here, plaintiff, against Claes Hendrixse, defendant, for the fine of *f*1:10:–, because eight days ago in the evening, after the ringing of the bell, the defendant was found sitting in the tavern of Herman Bamboes, contrary to the ordinance made about this, plus expenses.

The magistrates condemn the defendant to pay the fine and costs.

Domine Gedeon Schaets requests in the name of Paulus Schrick payment by Gerrit Slechtenhorst of the sum of *f*100:–, belonging to Femmitge Aelbrechts, for which he offers to give security.

The court, having heard both parties, orders Gerrit Slechtenhorst to turn over and pay the requested one hundred guilders to Domine Schaets, under security for their restitution if it should be found to be proper.

Goossen Gerritsz, plaintiff, against Herman *de Brouwer*,* defendant
Default.

Dirck Bentsingh, plaintiff, against Michiel Rijckertsz, defendant.

He demands the restitution of *f*250:–, received by the defendant on account of the sale of a certain lot, which the defendant is now unable to deliver in accordance with the provisions of the contract.

* possibly Harmen Harmensen Gansevoort, a brewer in Beverwijk in 1660

The court order the defendant to return the requested f250:– to the plaintiff.

Johan de Deckere, *ratione officij* plaintiff, against Jochem *de Backer*, defendant, for a fine of f50:–, because the defendant last Saturday sold to a certain Indian a sugared bun, contrary to the ordinance passed on that subject.*

The defendant is willing to pay the fine, provided the charge be proved.

The plaintiff agrees to prove the same.

[241] There appeared in court Domine Gedeon Schaets, who declared that he was offering himself as surety and principal for the restitution of the one hundred guilders which Gerrit Slechtenhorst has heretofore been ordered to pay for the benefit of P. Schrik, promising to release the said Slechtenhorst from all further claims, binding himself thereto as by law provided.

Gideon Schaets

J. de Deckere
1656
Frans Barentsen Pastoor
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

Tuesday, January 18, 1656

Present:

Everyone

Jan Hendrixse, plaintiff, against Jan Baptist van Renselaer, defendant.

He requests compensation for a certain sow run over by the defendant's horse, valued at the sum of four beavers, or so much or less as the magistrates or honest people shall consider proper.

The court refers the parties to Goosen Gerritsz and Philip Pietersz Schuyler, arbitrators.

Thomas Chambers, plaintiff, against Jacob Hap, defendant. Default.

* See page 199 for this ordinance passed by the court of Fort Orange and Beverwijck.

Roelof Jacobsz, plaintiff, against Maerten *de Boer*, defendant and prisoner.

He demands payment of the sum of *f*11:2— due for tavern expenses, plus expenses.

Default.

Johan de Deckere, commissary and officer, demands a fine of sixty guilders for violation of attachment.

The magistrates keep the matter under advisement.

[242] Johan de Deckere, commissary and officer here, *ratione officii* plaintiff, against Willem Tellier, defendant.

He demands that the defendant be arbitrarily fined for having fought a week ago last Sunday with Tierck Claesz, plus expenses.

The defendant agrees to settle with the officer. The officer accepts.

Idem plaintiff, against Jan van Housen, defendant. Default.

Idem plaintiff, against Tierck Claesz, defendant. Default.

Idem plaintiff, against Jan van Bremen, defendant. Default.

Idem plaintiff, against Piet Bout, defendant. Default.

Frans Barentsz, our fellow member of board having shown to us that, except at his great discomfort, loss, and inconvenience, he is no longer able to attend to and take up the monthly collection ordered by the honorable Director General Petrus Stuyvesant, he requests therefore that he now be relieved from his duties as deacon, and that such other person as the court shall deem fit may be appointed and substituted in his place.

The court, having weighed the reasons of the aforesaid Pastoor, order and hereby request the person of Evert Wendel to take up the aforesaid collection in the place of the said Frans Barentsz, together with Willem Tellier, and to allow himself to be employed therein. *Actum ut supra*.

J. de Deckere

1656

[243] At the request of Thomas Chambers, he is granted and ceded a lot for a house, in width, front and rear, ten rods, eight feet; in length, twelve rods, eleven feet; adjoining to the north Abram Pietersz Vosburch, to the south Claes Hendrixse, and to the west the wagon road. This is to be understood as a lot for two gardens.

Frans Barentsz Pastoor asks to have a note made in connection with

this that he does not approve of granting the aforesaid request any further than to the third post of the lot and fence of Abram Vosburch.*

J. De Deckere

1656

Frans Barentsen Pastoor

Volckart Jansz

Rutger Jacobsz

Andries Herberts

Dirck Jansen Croon

Tuesday, February 1, 1656

Present:

Everyone except S. Leendertz

Tomas Chambers, plaintiff, against Jacob Hap, defendant.

He requests that the defendant, according to his promise made on the last of December last past, before the members of both the courts, take the oath.

The defendant requests eight days' time in order to gather additional testimony in the meantime.

Arent Vogel, plaintiff, against Jan van Bremen, defendant.

He demands the sum of *f*1800:– as compensation for damages, which the plaintiff suffered through the defendant's failure to haul logs for him, the plaintiff, according to his promise and verbal agreement, or at least, to haul as many as the defendant agreed to and was bound to haul.

The parties agree to get together their evidence.

[244] Pieter Rijverdingh in the capacity of representing Steven Jansz, plaintiff, against Jacob *de Looper*, defendant.

He demands and requests condemnation in the sum of *f*34:18, due for tavern expenses according to the book, plus expenses.

The defendant admits the debt and requests that attachment be deferred for three weeks.

The court orders the defendant to pay the *f*34:18 demanded and defers the attachment according to the request.

Idem plaintiff, in the aforesaid capacity, against Jan Gou.

* This paragraph and final sentence of the preceding paragraph were added after the signatures were recorded.

He demands payment of the sum of *f*35:4:– for expenses as above.

The defendant admits the debt and agrees to pay within the time of two months.

The court passes judgment for the plaintiff, plus expenses, and allows six weeks' delay.

Idem plaintiff, against Willem Hofmeyer, defendant. Demands judgment for *f*20:16, by balance of accounts, on account of expenses as above.

The defendant claims that he settled with Mary Goossens and therefore does not owe as much. He agrees to prove it.

Idem plaintiff, against Poulus Maertens, defendant and attached debtor.*
Default.

The officer demands a fine of sixty guilders for violation of the attachment. The magistrates take the matter under advisement.

Idem plaintiff, against Abram Pietersz Vosburch, defendant.

Default.

[245] Frans Barentsz Pastoor, plaintiff, against the same defendant.

Default.

Johan de Deckere, *nomine officij* plaintiff, against Tierck Claesen, defendant.

He demands that the defendant be fined sixty guilders for having fought last Sunday with Willem Tellier, and also for having killed a goat belonging to Sander Leendertsz.

The court, having heard the defendant's confession, condemns him to pay a fine of two and a half beavers, plus expenses.

Idem plaintiff, against the same defendant, for having been found last Sunday in the company of the Lutherans, performing divine service, contrary to the ordinance issued against it.† Demands therefore that he be fined *f*6, plus expenses.

The court, having heard the confession of the defendant, condemns him to pay the fine demanded.‡

Idem plaintiff, against Hendrick Jochemsz, defendant.

He demands that the defendant be fined six guilders, plus expenses,

* *gearresterde*: a person under attachment for debt owed (*WNT*, 2:696)

† See *LO*, 211.

‡ One hundred pounds Flemish; see ordinance cited in previous note.

for having a week ago Sunday and eight days continued to serve drink during divine service.

The court, having heard parties on both sides, condemn the defendant to pay the fine asked, plus expenses.

Idem plaintiff against Jan van Bremen, defendant. He demands that the defendant be fined *f*300, for having in the month of May last past wounded the person of Hans Vos with a dagger, plus expenses.

The court refer the parties to two referees, one to be chosen by each.

[246] *Idem* plaintiff, against Jochem *de Backer*, defendant, to proceed with the case.

The defendant persists in his former statement that he is satisfied to pay the fine, provided the crime can be proved.

The plaintiff agrees to do so.

Idem plaintiff, against Jacob Hap, defendant. He demands that the defendant be fined *f*100, plus expenses, for having last week scandalously beaten and bloodied his wife* and thrown firebrands at her, so that the sparks or embers flew through the partition door into the plaintiff's residence.

The defendant acknowledges that he beat his wife and drew blood.

The magistrates are of opinion that the defendant is not punishable because it happened between man and wife.

Idem plaintiff, against Hendrick Jansz *de Koewachter*, defendant.

He demands that the defendant be put in irons and arbitrarily punished, because the defendant is suspected of having made and distributed some notorious lampoons, or pasquils.

The defendant admits having composed or helped to compose a lampoon or little verse, without having, as he says, injured anyone's honor or reputation.

The magistrates order the defendant to be provisionally put in irons and held for further examination.

Jochem *de Backer* has promised in court to satisfy the officer at the latest before Easter in regard to the fine of one hundred guilders, which he was condemned to pay on the 7th of December 1655.

* Geertruyt Andriessen

[247] Resolved that on next Thursday everyone must bring in his account concerning what is due him on account of wages and materials furnished for the fort, the blockhouse, and its appurtenances,* as well as to what was contributed by him toward presents for the Indians and the ransom of prisoners from the Esopus. Also that on the date aforesaid the building and completion of the aforesaid blockhouse and the appurtenances thereof will be publicly let to the lowest bidder.

The commissary and officer, Johan de Deckere, requests that for so far as he is exercising the duties of secretary here, he may on that account and for the keeping of the minutes or court proceedings receive for each part of the work a reasonable salary and this provisionally.

The foregoing request being examined is flatly rejected by Rut Jacobsz and Volckert Jansz and laid aside by the other members of the court until the arrival of the *Heer* Stuyvesant.

J. Deckere
1656

Sander Lenrse
Frans Barentsz Pastoor
Volckart Jansz
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

Tuesday, February 8, 1656

Present:

Everyone

Pieter Bronck, plaintiff, against Claes Teunisz. Default.

Maritge Dijckmans, plaintiff, against Abram Pietersz Vosburch, defendant, requesting a new writ of attachment upon a judgment of this honorable court dated the 27th of April last.

The court, having heard the defendant, grants the requested writ of execution and orders the defendant to pay the sum of *f*100:– within 14 days, delaying further attachment for the time of 6 weeks, plus expenses.

[248] Frans Barentsz Pastoor, plaintiff, against Abraham Pietersz Vosburch, defendant, demanding payment of the sum of *f*214:6:– in beavers

* This was the structure at the intersection of present-day State Street and Broadway, which became the first Reformed church.

for beer delivered, according to balance of accounts. Also that the defendant be condemned to pay in addition the sum of *f*60:– for so much advance [in price] on thirty beavers not included, for which the plaintiff has been obliged to accept and receive *f*243:16 in sewant, at eight guilders per beaver, all according to the contract thereof.

The defendant, admitting the aforesaid debt of *f*214:6:, says nevertheless that he is not held to pay the same otherwise than for one-third part in beavers, which he agrees to do, claiming that this is sufficient and that in case of refusal and in virtue of the said offer he is not further or otherwise liable and demanding that all further claims and the *f*60:– demanded [by the plaintiff] be denied.

The plaintiff persists in his demand. The defendant likewise in his.

The court, before rendering a decision in the matter, refers parties to Goossen Gerritsen and Willem Bout, arbitrators.

Johan de Deckere, commissary and officer here, plaintiff, against Tomas Paul.

Default.

Idem plaintiff, against Hans Coenraets.

Default.

Idem plaintiff, against Jochem *de Backer*, to proceed with the case.

The defendant offers to declare under oath that he did not sell any sugared bread to the Indian, as stated by the plaintiff, nor that he has any knowledge that such took place at his house.

The case is dismissed.

[249] *Idem* plaintiff, against the same defendant, demanding that the defendant be fined *f*12:–, plus expenses, because a week ago today a lightweight loaf of bread was found at the defendant's contrary to the ordinance made with reference thereto.*

The magistrates, having heard the defendant, condemn him to pay the fine demanded.

Idem plaintiff, against Daniel Ringhout, defendant, on account of the same offense.

The magistrates fine him as above.

Idem plaintiff, against Hendrik Jansz *de Koeherder*, defendant, in detention.

* See *LO*, 262, for this ordinance.

Whereas the defendant, or person in detention, acknowledges that he wrote and made a lampoon, which being read is found to be slanderous and defamatory, the plaintiff persists in his conclusion or else demands that the defendant be condemned to pay a pecuniary fine, plus expenses.

The magistrates condemn the defendant to pay a fine or penalty of 20 guilders and in addition 6 guilders for jailer's fee and other expenses.

Idem plaintiff, having attached certain house rent and a house standing here in the fort, belonging to Aelbert *de Noorman*. As a defense the defendant claims lack of jurisdiction.*

He concludes that the attachment, as being duly and lawfully made, shall hold good until the termination of the case. Furthermore, that the defendant shall be condemned to pay first a sum of fifteen times six guilders and in addition a sum of twenty-five guilders, all because the defendant on Sunday a week ago together with fifteen other persons, was found holding separate divine service at the house of Willem Juriaensz, contrary to the ordinance passed against it.

Default with decree granting the attachment.

[250] Tomas Chambers, plaintiff, against Jacob Jansz Stol, defendant, to make oath as requested.

The defendant, having taken the requested oath, declares that he and Johanna de Hulter, in regard to the expense of having their grain thrashed at the Esopus, had agreed with the aforesaid Chambers on the following conditions, namely, that as soon as each of the three received his or her grain, or the same was thrashed, each party was to pay his own expenses, but that nothing was said or agreed upon as to each of them bearing, share and share alike, the total expense of thrashing the grain, except that it was agreed upon that the cost of shipping would be borne and paid by each in proportion to the quantity of grain. So help him God.

Interrogatories upon which, at the request of Johan de Deckere, commissary and officer here, is to be heard and examined Lambert van Valckenburch, sergeant of the burgher company, being summoned by the court to give testimony to the truth.

* The defendant refers to himself as an *overged[ae]chde*, which indicates that he is not subject to this court's jurisdiction. Albert Andriessen *de Noorman* was a subject of the patroonship of Rensselaerswijck and the jurisdiction of its court.

Whether he, the witness, yesterday, a week ago, in the evening, was not improperly treated on the public highway because he, as sergeant, by order of his captain, wanted to take one Willem Hap into the guard-house?

Answers, Yes.

[251] Who the aforesaid persons were and how many there were of them?

Declares, That he saw but one person, without knowing who he was or being acquainted with him, only, that he heard that it must have been a certain tailor, the brother-in-law of Dirk Bentsingh.

Whether he, or they, did not come at him with drawn daggers, intending to attack him, in order to wrest the said Hap from his hands?

Declares, That the aforesaid person did as stated in the question.

Who else was present there, what else happened in connection with the said assault, and how the same ended?

Declares, That of the persons who were present he does not know a single one and that he took the said Hap into the guard-house.

Thus done and attested on the date and before those written above.

J. De Deckere

1656

Sander Lenrsen

Frans Barentsen Pastoor

Volckert Jansz

Rutger Jacobsen

Andries Herberts

Dirck Jansen Croon

Tuesday, February 15, 1656

Present:

Everyone

Marcelis Jansz, plaintiff, against Daniel Ringhout, defendant, about payment of *f*19:4:–, for the excise of three half *aams* of brandy on account of tapsters' excise.

The magistrates, having heard the parties, deny the plaintiff's demand.

[252] Frans Barentsen Pastoor, plaintiff, against Abram Pietersen Vosburch, defendant. Default.

Tierck Claesz, plaintiff, against Tomas Paul, defendant.

The magistrates, having heard the parties, refer them to Jan Tomasz and Cornelis Teunisz Bos, to reconcile the parties if possible.

Jacob Jansz Schermerhoorn, having order and power of attorney from Cornelis Boon, residing at Dordrecht in Holland, and in that capacity plaintiff against Jacob Loserik, defendant, about payment of the sum of *f*1065:6:–, in satisfaction of the second payment on the house bought of the said Boon by the defendant in the month of July of last year, 1655, plus expenses.

The defendant requests delay to recover the amount from Steven Jansz.

Granted by the court.

Jacob Loserik, plaintiff,
against Steven Jansz, defendant. Default.

Sander Leendertsz, plaintiff, against Tierk Claesz, defendant, about payment of *f*25:–. in compensation for a goat killed by the defendant, plus expenses.

The court refers the parties to Jan Verbeeck and Jan Tomasz, arbitrators.

[253] Johan de Deckere, commissary and officer here, *ex officio* plaintiff, against Hendrik Jansz *Koeherder*, defendant, demanding that the defendant be fined *f*100 for having this day a week ago drawn a knife on the person of Jacob Loserik.

The defendant admits having drawn a knife, but [says] that he injured no one.

The plaintiff demands sentence as above.

The magistrates take the matter under advisement.

Idem plaintiff, against Willem Hap, defendant.

Default.

Idem plaintiff against Jacob Loserik, defendant, demanding that he be fined three hundred guilders, plus expenses, for having this day a week ago attempted to injure the person of Hendrik Jansz *Koeherder* with a knife, in such a way that the stab made two holes and broke the knife, which was left in the coat of the aforesaid Hendrik Jansz, and that furthermore he threw him backwards into the water.

The defendant denies the charge but requests nevertheless a copy of the plaintiff's charges.

The plaintiff agrees.

Idem plaintiff against Aelbert *de Noorman*, defendant, to have the second default entered against him.

The plaintiff, in view of the defendant's failure to appear, requests the second default.

The magistrates grant the request.

[254] Rut Jacobsz, our fellow member of the court, having requested permission to make or suspend a waterwheel for a small mill in the kill behind his dwelling house,* his request is granted.

Volckert Jansz and Jan Tomasz, representing also Pieter Hertgers, having requested that the five or six feet of ground of the public road included within the enclosure of the lot on which their brewery stands, which have been provisionally granted to them by Commissary Johan de Deckere and Rutger Jacobsz, may be confirmed [to them] by the court as a body, their request is unanimously granted until further order to the contrary.

Upon the remonstrance and petition of Jochem *de Backer* that the resolution heretofore passed on condemnation of the straw roof of Willem Juriaensz and the order given for its removal may be executed, it is upon further examination of the matter and in consideration of the lack of means of the aforesaid Willem Juriaensz decided to delegate the

* Rutger Jacobsen's house backed on the First Kill, also known as the Fuyck Kill, which ran between State Street and Norton Street in present-day Albany. This waterway, which drained the hill to the south west of the village, was frequently called the Rutten Kill after the shortened form of his first name.

Hon. Commissary Johan de Deckere, together with Frans Barentsz Pastoor and Dirk Jansz Croon, magistrates, to persuade and request the neighbors of the aforesaid Willem Juriaenz to make a voluntary loan and contribution in money, as much as each one is pleased to give, to replace the condemned straw roof by one of planks, in order thereby, as far as possible, to prevent all danger of fire. The persons who contribute any money shall, as security for the restitution thereof, have a mortgage on the house or its improvement; the contributors after the death of the said Willem Juriaenz to be reimbursed from time to time out of the house rent in proportion to their respective contribution and in case the present owner of the lot of the aforesaid house, or the person who may acquire his title, [255] should wish to tear down the said house after the death of the aforesaid Willem Juriaenz, he shall be obliged to reimburse them as aforesaid.

The aforesaid proposition having been made by the said delegates to the aforesaid persons, they have promised to contribute to the aforesaid purpose as follows:

Jochem *Backer* has promised to furnish thirteen planks
and the roof timbers;
Sander Leendertsz, 12 planks and eight guilders' worth of
nails;
Rutger Jacobs, 5 planks;
Andries Herpertsz, 8 planks;
Jacob *de Backer*, 10 guilders;
Jan van Housen, 25 planks;
Jan Tomasz, privately, 12 planks;
The same, jointly with Volckert Jansz and Pieter Hertgers,
15 guilders;
The deacons, [*blank*].

For the restitution of all of which aforesaid moneys the commissary and magistrates, by virtue of their authority, bind and mortgage the aforesaid house and the improvements thereof for the benefit of the aforesaid persons.

The three ordinances sent by the hon. general and the high council of New Netherland to the commissary and the magistrates received and received by them on the 9th of this current month of February, being read and examined, it is decided to publish two of them relating to the combination and concentration of the separate dwellings and the farming

of the fur trade. The third, relating to the excise, or the payment of the 20th penny on slaughtered cattle, hogs, sheep and goats,* it is for important reasons considered inadvisable to publish or post, it being apparent that at this juncture of time and on account of the excessive expense [256] to which the community is put in repairing the fort, the blockhouse and other works thereabout, and in ransoming the prisoners, it would only cause complaint, opposition and friction, which at the first opportunity when the river is open will be submitted and brought to the attention of the aforesaid Hon. General and High Council.

Interrogatories on which at the request of Johan de Deckere, commissary and officer here, Jan Gou and Willem Berck are to be heard and examined under oath, they being legally summoned to give testimony to the truth.

First, whether they, the witnesses, on Tuesday last were not at the house and tavern of Baefge Pieters, and whether there were not also present Jacob Loserik and Hendrik Jansz *Koeherder*?

They declare in conformity [with the question].

Whether some dispute did not arise between the aforesaid Loserik and Hendrik Jansz and about what?

They declare, Yes, and that the dispute arose because he, Hendrik, touched the said Loserik's body; however, they saw no other cause or reason.

Also, whether the aforesaid quarrelling persons did not draw their knives and attempted to hurt or wound each other and whether the said Hendrik Jansz in the course of the fight did not receive a cut in his thumb and afterwards a stab in his coat, in such a way that the knife of the said Loserik broke into pieces?

They declare that the said Loserik first went out of the door and was immediately followed by the said Hendrik; that they both drew their knives and that the said Loserik thrusting at his opponent struck his leather coat and that the knife broke into pieces, but that they do not know how, nor in what way, the said Hendrik received the cut in his thumb.

* See LO, 206-211, for these ordinances.

[257] Finally, what else they have to testify in regard to this?

They declare that the said Loserik, on delivering the thrust, ran up to the said Hendrick and pushed him backwards into the water.*

Thus declared and deposed on the date above written.

J. De Deckere
1656
Sander Lenrsen
Frans Barentsen Pastoor
Volckart Jansz
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

Tuesday, February 22, 1656

Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against Willem Jansz Stoll, defendant, about the fine of one hundred guilders, plus expenses, because the defendant yesterday three weeks ago, being the last of January, drew a knife on the sergeant of the burgher guard.

The defendant says that he has no knowledge of drawing the knife. The plaintiff agrees to prove the same.

Idem plaintiff, against Aelbert Andriesz, defendant, to answer the complaint and conclusion brought against the defendant on the 8th of this month.

The defendant admits the substance of the complaint and offers to pay twenty-five guilders, but refuses the further demands.

The plaintiff refuses the offer and persists in his complaint and conclusion.

The magistrates, having heard the defendant and his plea and examined the ordinance, condemn the defendant to pay the demanded fine [258] of f115:–, declaring the attached house and house rent subject to execution as security for the fine.

* Baefie Pietersen's house and tavern stood along the south bank of the Vossen Kill.

Volckert Jansz has a note made of the fact that he does not concern himself with the aforeaid case or sentence.

Idem plaintiff, against Hendrik Jansz *de Koeherder*, defendant.
Default.

Idem plaintiff against Jacob Loserik, defendant.
The plaintiff persists in his demand by way of replication.
The defendant agrees to secure evidence.

Jacob Loserik, plaintiff, against Steven Jansz, defendant, in regard to security.

He demands that the defendant be ordered to guarantee him against all loss and damage and release him from all costs which may result from the suit brought against him, the plaintiff, on the last court day by Jacob Jansz Schermerhoorn.

The defendant requests an adjournment of eight days or until the river is open.

Granted by the court.

Pieter Bronck, plaintiff, against Claes Teunisz, defendant, requesting execution of a certain judgment in the sum of *f*201:– given by the court of the colony of Rensselaerswijck, declining settlement.

The court grants the desired execution, but at the defendant's request nevertheless suspends the same for six weeks.

[259] Pieter Rijverdingh, plaintiff, against Jacob Adriaensz *Rademaecker*, defendant.
Default.

J. De Deckere
1656
Sander Lenrsen
Frans Barentsen Pastoor
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

Tuesday, March 14, 1656

Present:

J. de Decker
Andries Herpersz
Rutger Jacobs
V. Jansz

Johan de Deckere, commissary and officer here, plaintiff, against Claes Jansz, defendant, about the fine of *f*6:– because the defendant on Sunday two weeks ago was found sitting in the tavern of Herman Bamboes, drinking.

Default.

Idem plaintiff, against Frans Pietersz for the same cause.

The magistrates condemn the defendant to pay a fine of *f*3:– and 12 stivers for costs.

Idem plaintiff, against Poulus Lambertsz, defendant, as above.

Default.

Idem plaintiff, against Claes Ribse, defendant.

Default.

Idem plaintiff, against Hendrik Jansz *Koeherder*, defendant, asking that the magistrates give their opinion.

The magistrates condemn the defendant to pay a fine of *f*20:– to the officer and ten guilders for the bench.

The plaintiff protests against the above sentence as far as the ten guilders are concerned.

[260] *Idem* plaintiff, against the wife of Jan *met den Baert*.*

Default.

Idem plaintiff, against Annitge Lamberts.

Default.

Jacob Jansz Flodder, plaintiff,

against Margariet Slechtenhorst, to show cause why the defendant

* “with the beard,” referring to Jan Helmsen, whose wife Griet is recorded three times in the deacons’ account book of Beverwijk (held by the First Church of Albany) as Griet *met den Baert*.

had the plaintiff's pantiles attached, or else, to have the attachment vacated.

Default.

J. De Deckere
1656
Sander Lenzen
Frans Barentsz Pastoor
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

Tuesday, April 4, 1656

Present:

J. de Deckere
S. Leenderts
F. Barentsz
R. Jacobsz
A. Herpertsz
V. Jansz

Johan de Deckere, commissary and officer here, plaintiff, against Baefgie Pieters, because the defendant last Sunday a week ago treated him, the plaintiff, very badly and by closing her door interfered with and impeded him in the exercise of his office, wherefore the plaintiff demands that the defendant be condemned to pay a fine of fifty guilders for the benefit of the poor and that in addition she be enjoined from exercising her trade for the space of six weeks and [condemned to pay] the costs.

The magistrates, having heard the defendant, condemn her to pay a fine of *f*25:– within twenty-four hours, plus expenses.

Idem plaintiff, against Poulus Lambertsz, defendant, about the fine of *f*6:–, because on Sunday February 21 he was found during divine service in the inn of Herman Bamboes.

The magistrates having heard the confession of the defendant condemn him to pay a fine of *f*3:12:–

Idem plaintiff, against Claes Jansz, as above.

The defendant agrees to pay *f*3:–

[261] *Idem* plaintiff, against Jan Maertens, *alias Wever*.*

Default.

Idem plaintiff, against Herman Bamboes.

Default.

Idem plaintiff, against Willem Jansz Stoll.

Default.

Idem plaintiff, against Annetge Lamberts, about the fine of *f*12:– because the defendant has spoken and acted very badly toward him, the plaintiff.

The magistrates, having heard the defendant, condemn her to pay a penalty or fine of *f*4:4–

Idem plaintiff, against Jacob Loserik.

Default.

Idem plaintiff, against Piet Bout, defendant.

The plaintiff says and the truth is such that the defendant last Saturday a week ago at the house of Herman Bamboes committed great insolence, disturbance, and violence, drew his knife and challenged and dared everyone, especially the aforesaid Bamboes, to thrust and cut in such a way that the said Bamboes was forced to complain about it to him, the plaintiff, as officer, wherefore the plaintiff demands that the defendant be condemned to pay a fine of two hundred guilders, plus expenses.

The defendant says that he was pestered and teased by everyone and requests to have a copy of the complaint.

The plaintiff accepts the aforesaid confession in his favor, but grants nevertheless the requested copy.

P[iete]r Colebrantsz, plaintiff, against *Moy Aeltgie*.†

Default.

[262] There appeared in court Cornelis Barentsz Slecht, hereby certifying at the request of *Joffrou* Johanna de Hulter, widow of the late Johan de Hulter, that it is true that he, the appearer, during the late troubles with the Indians on the part of the aforesaid *Joffrou*, has delivered on account and for the behoof of Tomas Chambers, first, 150 pounds of butter, five *schepels* of flour, and four skeins. Also that with one Pieter Bruynen,

* weaver

† Aunt Aeltgie, wife of Huybert Jansen

one of the servants of the said *Joffrou*, he has attended and served sixteen days at the house of the aforesaid Chambers, as is confirmed and corroborated by the aforesaid Bruynen, also appearing here, and that he served in the capacity of a cook at the aforesaid house. May God Almighty help him, the appearer. Done on the date above written.

Sander Lensen
Frans Barentsen Pastoor
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

Tuesday, April 18, 1656

Present:

Everyone except
A. Herpertsz

We, the undersigned, declare hereby that we offer ourselves as sureties and principal debtors for the payment of such sums of money as have been agreed to by the honorable court of this fort for the building of the blockhouse church and the wages thereof, binding ourselves thereto according to law. *Actum ut supra*.

Herman Bastiaensz, plaintiff, against Claes Jacobsz, defendant, about payment of wages earned.

The magistrates, having heard the parties, refer them to Stoffel Jansz and Claes Jansz, referees.

A petition being read of the bakers, requesting permission to charge and receive 18 stivers for an ordinary wheaten loaf of eight pounds and five stivers for a white loaf of one pound; their second request is granted.

[263] There appeared Pieter Hertgers and Cornelis Teunisz Bos, who declared that they offered themselves as sureties for the performance and fulfillment of all the conditions on Stoffel Jansz and Jan Roelofsz, in accordance with the specifications and by public bid have agreed to build the blockhouse church, binding themselves thereto according to law. Done as above.

We, the undersigned, hereby declare that we offer ourselves as sureties and principal debtors for the payment of such sums of money as the honorable court have promised to Stoffel Jansz and Jan Roelofsz for

building the blockhouse church and the wages thereof, binding ourselves thereto as by law provided.

Actum ut supra.

Sander Lenrsen

Jan Verbeeck, Jan Tomasz, Jochem Keteluyne, Ancker Bruynsen and Arien Jansz van Leyden are ordered to build on their vacant lots within one month, or at least to put them in such shape that the work can to all appearances not be stopped but must necessarily proceed, on pain of being deprived of their lots which shall be placed at the disposal of the court, to which end an inspection will then be made. All this without prejudice to the rights already acquired or to be acquired by the officer. It is furthermore decided that all those who this day have not registered their lots in conformity with the order brought to every one's knowledge by the notices that have been posted, shall be and remain deprived and divested of the same.

Actum ut supra.

Tjerck Claesz requests permission to have the lot of Jacob Jansz Flodder. Granted.

[264] We, the undersigned, promise hereby, each in his own capacity, that we shall indemnify and hold the aforesaid sureties, Sander Leendertsz and Philip P[iete]rsz Schuyler, harmless in regard to all costs and damages resulting from their surety bond inserted above. Therefore we submit ourselves as counter sureties, binding herewith our properties and those of our inhabitants, none excepted, submitting the same to the control of all courts and judges.

Actum ut supra.

J. De Deckere

1656

Frans Barentsz Pastoor

Rutger Jacobsz

Andries Herbets

Dirck Jansen Croon

Extraordinary Session, Wednesday, April 19, 1656

Present:

Everyone

P[iete]r Hertgers, Jan Thomasz, and Volckert Jansz, plaintiffs and persons attaching, against Herman Bamboes, defendant and person attached.

They demand that the attachment etc., and furthermore that the defendant be condemned to pay the sum of *f*1,408:–, one-third part to be paid in beavers or grain, on account of the delivery of beer, according to the tally kept thereof, with expenses; deducting what was paid.

The defendant admits the debt, except what he paid on it, and requests that payment of the balance may be delayed until the coming month of June, offering meanwhile to leave as a pledge and deliver into the hands of the plaintiffs the sum of one thousand guilders, upon condition that if he, the defendant, does not make any payment before that time, they, the plaintiffs, shall be at liberty to satisfy themselves out of the aforesaid money and that, in case he make payment meanwhile, they, the plaintiffs, shall be bound to deliver to him, the defendant, one hundred beavers in lieu of the aforesaid one thousand guilders.

[265] The plaintiffs accept the offer as it stands, provided that the thousand guilders be this day delivered into their hands.

The court accordingly condemns the defendant to pay the sum demanded, provided that he may deduct therefrom what he shall prove having paid thereon. Furthermore, it orders him to deliver this day the thousand guilders offered by him into the hands of the plaintiffs, under the conditions specified and aforementioned, and condemns him to pay one-half of the costs of this court.

Actum ut supra.

J. De Deckere
1656
Sander Lenrsen
Frans Barentsz Pastoor
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

Tuesday, April 25, 1656

Present:

Everyone except V. Jansz

Johan de Deckere, *ex officio* plaintiff, against Juriaen *de Glasemaecker*.
Default.

Idem plaintiff, against Willem Tellier, defendant.

The plaintiff says and it is the truth that the defendant in the week before Easter did not hesitate to close and fence off at both ends with boards and palisades a certain common or public road, alley, or footpath, situated opposite the house of Abram Pietersz Vosburch, going to the river, whereby the same was made useless, notwithstanding the fact that the defendant, through the court messenger was forbidden and prohibited from doing so by the said Vosburch, as the party most directly concerned. Also that upon inspection by this honorable court and survey made by the surveyor it was found that the aforesaid defendant has enclosed within the fence of his garden about four and a half feet of ground of the aforesaid footpath or public road from the wagon road to the river and consequently lessened its width [266] aside from the fact that the defendant has encroached at least a foot or two along the public road outside of the old palisades and thereby narrowed the public wagon road. All of which being seen and considered by this honorable court and the ground brief of the defendant's garden being also examined, it clearly appeared therefrom that the defendant had unjustly taken possession of the aforesaid four feet and a half of land as well as the one or two feet of ground and added them to his garden in bad faith. The surveyor being thereupon, with the advise and consent of the magistrates who were present, ordered by the plaintiff to saw off and tear down the fence or boards at the end of the defendant's garden, according to the tenor of the ground brief, the defendant began to address and assail not only the plaintiff but also the magistrates in very angry, abusive, and threatening terms, saying in particular that it would end in killing, putting himself with an angry face not only in a posture of defense but actually becoming aggressive, trying either to break the saw or by force or violence to wrest it from the hands of the surveyor and thereby as much as was in his power to prevent the carrying out of the order and command given to the surveyor, and openly notifying the court that force and violence were used against him by the said sawing and that he would complain thereof. To this must be added that the defendant some time ago has not hesitated

to state even in court that the building of the blockhouse, or certain proceedings by the court concerning it, would cry to Heaven for vengeance; all of which things were spewed out, spoken, or attested in the face of the court, or in the face or presence of the plaintiff and the magistrates while they were exercising their functions and therefore representing the supreme authorities of this province, and consequently in the highest degree injurious, intolerable, and of evil consequence. The plaintiff, in the capacity above mentioned, demands therefore [267] that the defendant shall immediately and without the formality of regular legal proceedings, as in this matter there is no need of any evidence or testimony and no further investigation is required, be condemned to pay a fine of *f*600:—

The defendant gave for answer that he did not care anything about the aforesaid matter and thereupon left immediately.

The plaintiff persists in his complaint and demand.

The defendant, having again come into court, has openly accused and told the president, Johan de Deckere, that he had forcibly deprived him of the aforesaid footpath or alley and given it to another person.

The president protests against this slanderous charge and demands honorable and profitable reparation, intending otherwise to bring suit and to prosecute it where and in such way as he shall see fit.

The magistrates order the officer to furnish the defendant with a copy of the aforesaid complaint.

Fop Jansz *Timmerman*, plaintiff, against Rutger Jacobsz, defendant, about payment of the sum of *f*42:— for ten and a half days' wages at ½ beaver a day.

The magistrates having heard the parties, condemn the defendant to pay the sum of *f*42:—

Rutger Jacobs, Goossen Gerritsz and Teunis Dirxse, appointed by order of the court as curators of the estate and property of the late Rut Arentsz, and in that capacity, plaintiffs, against Johannes Dijkman, in charge of the administration of the effects, moneys and income of the said estate, defendant, about payment of the sum of *f*261:4:—, which he, Dijkman, according to his own statement and account spent less than he received.

The wife of the aforesaid Dijkman, appearing for him on account of his disability, says that she has no knowledge of the matter or of the money and therefore cannot respond.

[268] The plaintiffs persist in their demand.

The court, having examined the list or account in the aforesaid Dijkman's own handwriting, from which it appears that there was a balance of *f*261:4:— left, condemn him to pay the sum demanded.

Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against Jacob Loserik, defendant, to have him present his evidence and to have sentence pronounced.

The magistrates, taking the matter under advisement, meanwhile refer the parties to referees, each party to choose one.

Frans Barents Pastoor, having power of attorney from Marcellis Jansz, excise master, plaintiff, against Jacob Loserik, former farmer of the excise, defendant, about payment of the sum of f183:— on account of some remnants of wine, beer, and brandy, which at the expiration of the defendant's term of service were found in the cellars or houses of the tapsters according to the gager's certificates.

The court, having heard the parties, holds the matter under advisement.

Teunis Slingerlant is at his request granted a garden.

J. De Deckere 1656

[269] Extraordinary Session, Monday, May 1, 1656

In the place of the retiring magistrates, Sander Leendertsz, Frans Barentsz Pastoor, and Volckert Jansz, according to the copy of the resolution of the hon. director general and council of New Netherland,* Jacob Schermerhoorn and Philip P[iete]rs Schuyler, of the double number nominated, have been chosen and confirmed as ordinary magistrates and Goossen Gerritsz as extraordinary magistrate, who, being summoned by the court, have taken the following oath of fidelity before the commissary, except Goosen Gerritsz, who with various excuses, such as they were, declined to do so.

We, the undersigned, being chosen magistrates of the bench of justice of Fort Orange and Beverwijck, promise and swear in the presence of God Almighty and our fellow members, that we shall help to do true equity and justice between man and man and furthermore cause to execute and help to promote all matters relating to justice or administration according to the best of our knowledge, and in all respects conduct ourselves loyally and faithfully toward the lords states general of the United Netherlands, the Honorable Directors of the Chartered West India Company, and the hon. director general and council of New Netherland, with the further promise that we shall help to maintain here the Reformed

* See *NYCD*, 14:347, for this resolution from *NYCM*, 6:362.

Religion according to God's Word and the regulations of the Synod of Dordrecht and not publicly tolerate any sect. So help us God Almighty.

After having been congratulated the aforesaid Schermerhoorn and Philip P[iete]rs have this day taken their seats.

[270] The retiring magistrates are released from their oath and thanked for their faithful services and the performance of their official duties, with promise that with respect to their honorarium of *f*150:— a year, their claims will, when the time is convenient and the treasury supplied with funds, be taken into consideration together with those of the present and future magistrates and be paid.

After deliberation it is decided and concluded that the magistrates who retire at the end of each year shall for the space of one year after the expiration of their term of office be exempt and relieved from attending the usual burgher watch, but that nevertheless, in case of need and when commanded, they shall be bound and liable to take part in all extraordinary rounds and do guard duty the same as other burghers. This resolution will be communicated and made known to the military council in order that they may hereafter govern and regulate themselves accordingly. *Actum ut supra.*

On the second of May Goossen Gerritsz has taken the aforesaid oath of fidelity before the Commissary.

The above resolution, providing that the retiring magistrates, both the ordinary and extraordinary ones, shall for the space of one year be free and exempt from the usual rounds and guard duty (except under special circumstances when the public welfare and need require it), is confirmed and approved by us, so that the captain and lieutenant and the lower officers of the burgher guard are hereby ordered to let them enjoy this exemption. Given over our own and usual signature, this day, the 8th of November 1656.

P. Stuyvesant

[271] Tuesday, May 2, 1656

Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against Jacob Loserik, defendant, requesting a decision.

The court, having heard the parties on both sides and having examined the evidence submitted by them, condemn the defendant to pay

a fine of seven and a half beavers, to be paid within twenty-four hours.

Interrogatories on which at the request of Johan de Deckere, commissary and officer here, made *ratione officij*, is to be heard and examined Juriaen Jansz *Glasmaecker*, being summoned by the court to give testimony to the truth.

Whether he, the witness, on the 25th of March last was not at the house and tavern of Herman Bamboes and whether there was not also present one Piet Bout, who sought to make trouble and to revive an old dispute with him, the said P[ie]t Bout saying, "It cost me once nine beavers and I shall not stop even if it should cost me ten beavers more?"

Declares, Yes.

Who else was present there?

Declares, That among others Hendrik Jansz *Koeherder*, Jan Roelofsz, and Jacob Loserik were present there.

Whether he, Piet Bout, did not draw a knife on him and intended to cut him, the witness, with it?

Declares, Yes.

[272] Fourth, whether he, the witness, when the said P[ie]t Bout tried to hurt him and was stabbing at him, did not draw back and retreat to the back room and whether Jan Roelofsz thereupon did not say to said Bout, "You act like a scoundrel." Also whether he, P[ie]t Bout, then did not try to attack the said Jan Roelofsz and if the said Jan Roelofsz, picking up a wood ax and hacking in the direction of P[ie]t Bout's body, did not strike the door post?

Declares, Yes, but as to the questions in regard to Roelofsz, he did not see what took place but heard about it.

There appeared Herman Bamboes, who after the above questions had been read to him, declared that he agreed with the statements made therein and that they were in all respects in accordance with the truth. Done on the 30th of May 1656 in the presence of all the magistrates.

Thus done and declared on the date above written.

Idem plaintiff, against Jan Roelofsz, defendant. Default.

Idem plaintiff, against Hendrik Jansz *Koeherder*, defendant. Default.

Frans Barentsz Pastoor, plaintiff, against Jacob Loserik, defendant, to request that judgment be pronounced.

The court refers the parties to arbitrators, one to be chosen by each party.

Barent Aelbertsz is granted a garden behind the fort, marked No. 16; in width 4 rods, in length 8 rods.

Jan van Housen, appearing before the court, requests a lot at the hill to build thereon a house.

After deliberation his request is granted and a lot shall be assigned to him, for which he is to pay to the court, for the benefit of the public, the sum of sixty guilders.

[273] Tuesday, May 30, 1656

Johan de Deckere, *ex officio* plaintiff, against Jan *de Wever*,* defendant. Default.

Idem plaintiff, against Willem Tellier, defendant, requesting sentence.

The defendant requests that the plaintiff be ordered to sign the complaint which he caused to be delivered to him.

The plaintiff, declining the aforesaid request as being irrelevant and impertinent, again requests that sentence be pronounced, the more so as he can produce no other witnesses than the members of the court themselves and the case therefore is not of a nature to follow the ordinary course of proceedings, much less to be held up and kept pending by reason of the aforesaid frivolous request.

The magistrates order the defendant to present all his evidence (if he thinks he has any) on the next court day, in order that the court may then

* Jan Martensen *de Wever*; see April 4, 1656 session.

make such disposition in the matter as it shall judge proper; in default whereof judgment shall be rendered *de plano*.*

Idem plaintiff, against Jan Roelofsz, defendant. Default.

Idem plaintiff, against Willem Telier, in a case of atrocious slander.

The plaintiff says, and it is the truth, that the defendant did not hesitate on Tuesday, the 25th of April last, to throw in his face publicly and in open court the very villainous, hateful, and slanderous accusation that he had forcibly deprived him, the defendant, of and given to another person a certain alley or footpath, which the court in the week before Easter in accordance with the description in the defendant's own ground brief had decided not to belong to him, but to be a common alley or footpath; which is [274] so wide of the truth that he, the plaintiff, turning the aforesaid accusation around, can in accordance with the aforesaid decision of the court state on good authority that on the contrary he, the defendant, in contempt and disobedience of his lawful superiors has in the most unjust, violent, and forcible way tried to possess himself of the said footpath and in bad faith to fence off and use the same, in regard to which he, the plaintiff, has instituted a special action in this honorable court. The plaintiff, therefore, considering himself in the highest degree injured, affronted, and wounded in his honor, reputation, and office by the aforesaid false and impudent libel, slander, and accusation, and being consequently forced for the sake of reparation to resort to and make use of the means and ways of justice.

Demands that the defendant shall be condemned to make honorable and pecuniary reparation for the aforesaid villainous and false slander, namely, honorable reparation by appearing in court and there bareheaded and with folded hands and on bended knees praying God, the court, and the plaintiff, if he desires to be present, for forgiveness, confessing that he has unjustly and contrary to the truth made the aforesaid accusation and that he knows nothing of the plaintiff but what is honorable and virtuous and that he has in the aforesaid particular exercised his functions correctly and therefore that he is heartily sorry about it all, but promises never to do the like again; pecuniary reparation, by paying to the plaintiff, to be distributed by him among the poor, the sum of six hundred guilders, he, the plaintiff, being satisfied to declare under solemn oath that he would not care to suffer the said or similar insult again for the aforesaid or any larger amount, [275] demanding costs or other expenses.

The defendant persists in his previous statement.

* Latin, informally or in summary

The plaintiff asks that sentence be pronounced.

The magistrates [decide] as in the other case preceding this.

Jacob *de Backer*, plaintiff, having attached certain eighteen beavers belonging to Jan Gou, and at present in the custody of Jochem Wesselsen *Backer*, defendant.

He demands that the attachment [be sustained] and furthermore that judgment be given in the sum of *f*48:– for the recovery of money loaned.

Default and attachment sustained.

Goossen Gerritsz, plaintiff, against Abram P[ieter]sz Vosburch, defendant. Default.

Arien Sijmons, plaintiff, against Herman Bamboes, defendant, about the payment of 50 beavers, being the balance of a larger sum due for the purchase of certain wines and other goods, according to the account thereof, the plaintiff being ready, upon the payment aforesaid, to restore to the defendant the sewant that was left with him as security.

The court, having heard the confession of the defendant, give judgment for the number of beavers demanded.

Herman Bamboes, plaintiff, against Margriet *Clabborts*, defendant, about payment of the sum of *f*82:17:– for beer and other [liquors] fetched [at his tavern], according to the account thereof.

The court, having heard the parties on both sides and also the solemn declaration of the plaintiff, give judgment against the defendant for the sum of *f*71:17:–.

[276] *Idem* plaintiff, against Willem Hofmeyer, defendant.

Default.

Idem plaintiff, against Carsten *de Noorman*, defendant, about payment of the sum of *f*11:19:–.

The defendant admits the debt and requests a delay of four weeks.

The court consequently gives judgment, granting the delay requested.

Idem plaintiff, against Daniel Ringhout, defendant.

Default.

P[iete]r Rijverdingh, plaintiff, against Jan *de Cuyper*.

Default.

Jan Peeck, plaintiff, against Maria Dijkmans, for the payment of *f*1627:– on account of the purchase of certain two houses standing here

in the fort, with a garden thereto belonging, bid on, and bought by the defendant's husband at public auction, declining settlement. Otherwise, the plaintiff asks permission again to take possession of the aforesaid two houses and to offer and sell the same at public auction to the loss or benefit of the aforesaid [defendant's] husband and his sureties.

The court, having heard the parties on both sides, grants the plaintiff permission to take possession of the aforesaid two houses and garden and to sell them at public auction to the loss or benefit of the aforesaid Dijckman and his sureties.

Jacob Loosdrecht, plaintiff, against Steven Jansz.

Default.

[277] Cornelis Teunisz Bos, having power of attorney from Jacob Adriaensz, plaintiff, against Cornelis Segersz, defendant, for the sum of f537:— by balance of account of the purchase of a certain house.

The defendant admits the debt and requests delay until fall.

The court orders the defendant to pay the sum demanded, delaying execution for the space of six weeks.

P[iete]r Bronck, plaintiff, having attached a certain sum of money in the custody of Frans Barentsz, belonging to Jan van Bremen, defendant.

The wife of the defendant asks for adjournment until her husband's return.

Upon the petition of a number of burghers and inhabitants of Beverwijk, requesting that the corral or palisades in front of their houses may be removed, the following apostil is entered:

The court, having taken the petitioners' or remonstrants' request into consideration, [favors it] to the extent [of promising] that, as soon as the church shall have been erected, due regard will be had to it, the court to make such disposition in the matter as the circumstances will then allow.

Philip P[iete]rsz Schuyler is granted and allowed an addition to his lot on which his house stands, at present surveyed as follows: adjoining on the south the wagon road, in length 9 rods, 5 feet; on the west side the hill, in width 5 rods, 11 feet; on the north side P[ieter]r Hertgers, in length 9 rods, 7 feet; and on the east side Sander Leendertsz, in width 6 rods, 2 feet.

There was read a petition of some bakers, requesting that they and all other bakers, present and future, be prohibited from baking any confec-

tions for sale to the Indians.

Whereupon the following recommendation is given: It is left to the choice and option of the petitioners and all other bakers to bake and use the specified confections, or not. Done the 9th of June 1656.

[278] The officer and commissary, Johan de Deckere, notifies Dirk Bentsingh that he will institute his action against him on account of the very abusive and villainous terms used by him about the court before all the world, namely, that they were a pack of scoundrels, villains, and dogs, where and in such way as he shall see fit.

J. De Deckere
Rutger Jacobsz
Andries Herberts
Jacob Schermerho[orn]
Dirck Jansen Croon

Tuesday, June 17, 1656

Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against Jochem *de Backer*, defendant.

Second default.

Idem plaintiff, against Daniel Ringhout, defendant, for payment of the fine of *f*24:— because the defendant on the first of this current month of June baked light weight white bread, contrary to the ordinance, and asking also that he be condemned to suspend his trade for the space of six weeks.

The court orders the payment of the fine and the suspension of his trade, respectively, as demanded, with expenses.

Idem plaintiff, against Willem Hofmeyer, defendant, for payment of the fine of *f*12:— on account of the aforementioned matter.

The court orders the payment to be made.

Idem plaintiff, against Tomas Paul, defendant.

Second default.

[279] *Idem* plaintiff, against Cornelis Cornelisz, defendant, to pay the fine of *f*6:— for some fighting.

The court condemns the defendant to pay the fine of four guilders.

Idem plaintiff, against P[iete]r Bout, defendant, to submit his evidence,

and furthermore requesting judgment.

The court refers parties to Frans Barentsz and Jan Verbeecq, referees.

Anna de Hulter, plaintiff, against Tomas Chiambers, defendant.

The plaintiff requests that the defendant be ordered to institute his action for any claims which he may have against her, *simul et semel*,* on pain of having judgment given against him by default.

The defendant requests adjournment until next week.

Goossen Gerritsz, plaintiff, against Abram Prsz. Vosburch, defendant.

The plaintiff demands payment of the sum of *f*439:3, according to his promissory note, to be paid with 10 beavers and the balance in sewant.

The defendant admits the debt and offers to pay 100 guilders a week.

The court orders the defendant to pay the sum demanded as agreed to by him.

Jannitte Jans, plaintiff, against Hendrik *de Backer*, defendant.

First default.

Cornelis Cornelisz, plaintiff, against Willem Hofmeyer, defendant, about payment of the sum of *f*75:– for tavern expenses.

The court, having heard the confession of the defendant, orders him to pay the sum demanded.

[280] *Idem* plaintiff, against Claes Uylenspiegel, defendant.

Second default.

P[iete]r Bronk, plaintiff, having attached the sum of *f*283:3, in the custody of Frans Barentsz, belonging to Jan van Bremen, against said van Bremen, defendant.

He demands that the attachment be sustained and furthermore that the defendant be ordered to pay the aforesaid *f*283:3, on account of the delivery of some goods.

The defendant acknowledges the debt.

The court gives judgment for the plaintiff and declares the money attached to be security for the debt and subject to execution.

Maria Dijckmans, plaintiff, having attached a certain sum of *f*84:– in the custody of and belonging to as above, on account of house rent, to be paid in grain, beavers, or the value thereof

The defendant *ut supra*.

* Latin, together and at one time

The court *ut supra*.

Poulus Cornelisz, plaintiff, against Claes Cornelisz van den Berch, defendant, about payment of 3 beavers, according to his promissory note.

The court refers parties to arbitrators, each party to choose one.

P[iete]r Rijverdingh, plaintiff, against Herman Bamboes, defendant, about payment of 28 beavers and 3 guilders, 9 stivers, for the delivery of some goods.

The defendant admits the debt.

The court gives judgment for the plaintiff.

[281] Herman Bamboes, plaintiff, against Jochem *de Backer*.

Second default.

Idem plaintiff, against Daniel Ringhout, defendant, about payment of the sum of *f*42:– for tavern expenses.

The defendant admits the debt and agrees to pay within six weeks.

The court gives judgment accordingly.

Idem plaintiff, against Willem Hofmeyer, defendant, about payment of the sum of *f*27:– for tavern expenses.

The defendant admits the debt.

Judgment for the plaintiff.

Idem plaintiff, against Dirk Bentsingh, defendant, for payment of 5 beavers for canceling the purchase of a house.

The court gives judgment for the plaintiff.

Idem plaintiff, against Willem Hap, defendant.

Second default.

Salomon La Chair, plaintiff, against Abraham van Linthout, defendant, whose goods he caused to be attached, for payment of the sum of *f*328:– by balance and settlement of accounts, at least by provisional judgment.

The defendant says that he has a counter claim, but he cannot present it at this place and time.

The court grants the provisional judgment asked and declares the goods attached to be security therefor and subject to execution, without prejudice to the defendant's right in the principal matter at issue.*

* See *RNA*, 2:82, 100, for related proceedings.

[282] Extraordinary Session, Thursday, June 29, 1656

Johan de Deckere, commissary and officer here, *ratione officij* plaintiff, against P[ie]t Bout, defendant, asking that judgment be given.

The magistrates condemn the defendant to pay a fine of four beavers.

Idem plaintiff, against Jochem *de Backer*, defendant.

He demands that the defendant be condemned to pay a fine of *f*24:– and in addition be suspended for six weeks from exercising his trade, all because the defendant on the 7th of this current month baked lightweight bread, contrary to the ordinance.

The magistrates, having heard the defendant, condemn him to pay the fine demanded and suspend him for six weeks from the exercise of his trade.

Idem plaintiff, against Tomas Paul and his wife, defendants, first, to pay a fine of *f*12:– for cause as above, and in addition *f*25:– because the defendant's wife called the plaintiff and the members of the court as they were making the inspection a pack of extortioners and devils.

The court condemns the defendant and his wife to pay the sum of *f*22:– within twenty-four hours, with expenses.

Idem plaintiff, against Geertruy Haps.* Default.

[283] Tuesday, July 4, 1656

Johan de Deckere, commissary and president of the bench of justice, plaintiff *ratione officij*, against Willem Telier, defendant, to produce his evidence, if he has any, and asking that judgment be given accordingly.

The magistrates, having taken everything duly into consideration, order the defendant to pay the sum of one hundred guilders for the benefit of the plaintiff, with expenses.

Idem plaintiff, against the same defendant, all as above.

The magistrates as above order the defendant to pay a fine of *f*50:– for the benefit of the poor, with expenses.

Andries Herperts causes a note to be made that the aforesaid sentence was rendered contrary to his judgment, his opinion being that the aforesaid defendant on the first count should have been condemned to

* Geertruyt Andriessen, wife of Jacob Jansz Hap (Stol).

pay the sum of *f*150:– and on the second count a fine of 300 guilders and in addition be ordered to make honorable reparation.

Idem plaintiff, against Marcelis Jansz, asking permission to levy on Abram P[iete]rsz Vosburch the sum of *f*4:–, belonging to the defendant and attached in the hands of the said Vosburch.

The court orders Abram Vosburch to turn over the said four guilders to the plaintiff, against his receipt.

Idem plaintiff, having attached certain moneys in the custody of Tomas Chiambers, belonging to Jacob Loserik, requesting as above permission to levy the money in his custody.

The magistrates grant the request.

[284] Jacob Gerritsz, plaintiff, against Tomas Chiambers, defendant, about payment of the sum of *f*382:– for wages earned in building a barn, mill, and house, to be paid in beavers or grain.

The court, having heard the parties on both sides, orders the defendant to pay the sum of *f*382:–.

Anna de Hulter, plaintiff, against Tomas Chiambers, defendant, to institute his action.

The defendant exhibits a copy of his account.

The plaintiff takes a copy thereof.

Andries de Vos, plaintiff, against P[iete]r Bronk, defendant, for payment of the sum of *f*600:–, to be paid one-third in sewant and the rest in beavers.

The defendant admits the debt.

The court therefore gives judgment for the plaintiff.

P[iete]r Bronk, by virtue of a transfer [of claim] from Christoffel Davidts, plaintiff, against Jacob Gerritsz, defendant, for payment of the sum of *f*264:4:–, according to his note, payable in beavers or grain.

The defendant admits the debt.

The court gives judgment for the plaintiff.

Herman Jacobsz, plaintiff, against Jochem *de Backer*, defendant.

Second default.

Idem plaintiff, against Willem Hap, defendant.

Second default.

[285] Cornelis Cornelisz, plaintiff, against Claes Uylenspiegel, defen-

dant, for payment of the sum of *f*60:– for tavern expenses.

The defendant requests delay until the fall.

The court gives judgment for the plaintiff, granting delay of execution for six weeks.

Michiel Jansz, plaintiff, against Jan Michielsz, defendant, for payment of the sum of *f*31:1:–, by balance of accounts adjusted in the year 1646.

The court, having heard the parties on both sides, order the defendant to pay the sum demanded, denying the defendant his counterclaim.

There was submitted and presented a certain memorial of the honorable consistory of the village of Beverwijck, stating and setting forth that one Michiel Antonisz van Uytrecht, owing to a certain mistaken and untruthful report of a certain neighbor, who had lived in one and the same street next to one Grietge Jacobs, the aforesaid Michiel's first wife, that she, meaning instead of the wife, the mother, was dead and buried, had thereupon, mistaking the one for the other, married for the second time one Femmetge Aelberts, residing in Katskil; that since that time the first wife, the aforesaid Grietge Jacobs van Amsterdam, had also arrived here and revealed herself, whereupon the aforesaid Femmetge had declared that she wished no longer to live with the aforesaid Michiel Anthonisz, being of opinion that the said Grietge Jacobs, having the oldest papers, should have the priority and continue her marriage with the aforesaid Michiel Anthonisz, her own and lawful husband; that the same for the reasons aforesaid was also requested by the aforesaid Grietge Jacobs; furthermore, that the aforesaid case, being not [286] only of an ecclesiastical but also of a political nature, is referred to the Christian authorities to request their approval, the aforesaid consistory requesting finally that at the instance of the said Femmetge Aelbrechts she be granted letters of divorce.

The commissary and magistrates, having examined the aforesaid memorial and the request made therein and having summoned the said Michiel Anthonisz and Grietgen Jacobs to appear before them and confronted them with each other and heard their respective prayers and requests, have after mature deliberation considered, first, that the aforesaid case was contrary neither to the laws of God nor of man, the more so as the aforesaid Michiel Anthonisz had for nine years been out of the country and for a period of more than five successive years had heard or received no word or sign from the aforesaid Grietge Jacobs; also, that all marriages by mistake are *ipso jure* null and void, and finally, that the aforesaid Femmitge Aelberts has renounced her aforesaid matrimonial rights and relinquished them in favor of the aforesaid parties

who were first joined in marriage. They therefore approve the aforesaid memorial and ordain, order, and consent that the said Michiel Anthonisz and Grietge Jacobs shall be and remain husband and wife and that the bonds of marriage between them are not dissolved by the second marriage with the aforesaid Femmitge, declaring the said Femmitge freed therefrom, restoring to her former liberty and granting her the right at all times to marry again, where and whomsoever she pleases, without interference or objection by anyone.

[287] Tuesday, July 17, 1656

Present:

Everyone except
Philip P[iete]rsz

Johan de Deckere, commissary and officer here, requests an interpretation of a certain order issued by this honorable court on the 18th of April last, in regard to certain persons who had and have thus far failed to build on their vacant lots and consequently whether Arien Jansz van Leyden was not then or is not now subject to a fine of *f*25:—?

The magistrates, having examined the aforesaid request, declare that they were then and are still of the opinion that the aforesaid Arien Jansz van Leyden is liable, and they therefore condemn him hereby to pay a fine of *f*25:—, on pain of forfeiting the lot, and this regardless of the provisions of the aforesaid order.

Daniel Ringhout, plaintiff, against Juriaen Teunisz, defendant, for payment of 21 beavers for the purchase and delivery of some brandy.

The defendant admits the debt and promises to pay the plaintiff before his departure for the fatherland.

The court accordingly awards judgment for the plaintiff.

Juriaen Teunis, plaintiff, against Baefge Pieters, defendant, for payment of 28 beavers for delivery of brandy.

The defendant acknowledges the debt.

The court accordingly awards judgment for the plaintiff.

Jan van Housen, plaintiff, against Hendrik Gerritsz, defendant.

Default.

Dirk Jansz Croon, plaintiff, against Sijmon Groot, defendant.

Default.

[288] *Idem* plaintiff, against Cornelis Vos, defendant, for payment of the sum of *f*464, by balance of a larger amount for some merchandise delivered, payable in beavers with the interest thereon, according to the custom of the trade, or other arrangement.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded within the space of 14 days, on pain of attachment.

Idem plaintiff, having attached certain 3½ beavers in the custody of Meyndert *de Smith*, and also 1½ ditto, in the case of Rem Jansz, belonging to *Moy Aeltie*, the wife of Huybert [*left blank*] against the said *Moy Aeltie*, defendant.

Default, with order sustaining the attachment.

Pieter Bronck, plaintiff, against Jan *de Wever*, defendant.

Default.

Appeared in court *Mr. Abram Staets* and *Sander Leendertsz* in charge of the receipt and disbursement of a certain contribution heretofore ordered and levied on homeowners for defraying the cost of the bridge and other expenses, who exhibited their account and turned over the balance of the money, amounting to *f*7:3:–. The same being accepted and the amount being verified, the court has expressed its satisfaction therewith and thanked them for their trouble, releasing them hereby from all claims for the money received.

Commissary *Johan de Deckere* has turned over to *Rutger Jacobsz* and consigned to him the sum of *f*93:5:–, heretofore in his custody on account of *Jacob Adriaensz*.

[289] Wednesday, October 4, 1656*

The honorable officer, plaintiff, against *Henderick Hendericksen Backer*, defendant.

The officer says that the defendant was fined by the court twenty-four guilders for having baked lightweight bread and ten guilders for using abusive language, which sentence he has refused to comply with and to

* There are no minutes for the preceding months of August and September. The hiatus may be explained by the sudden departure of *De Deckere* to return to the Netherlands. Beginning with this session, a contemporary copy of the minutes is preserved in the NYCM, vol.16, part 2. The copy covers the period from October 4, 1656, to December 12, 1656; wherever the copy contains additional information, it will be added to the text with annotation.

satisfy. Also, that on account of his refusal he was prohibited from baking, which order in contempt of the court he has also refused to obey.

He answers that he has never baked bread for the Christians that was found short of weight, but as to the Indians, he declares that he did not know that it was forbidden.

Asked whether he was not fined thirty-four guilders by the court, he answers, Yes.

Whether the first and second time that notice was served on him, he refused to comply with and satisfy the sentence?

Answers, That he put it off until the arrival of the officer.

Whether, upon further refusal, he was not enjoined by the court from baking for the space of six weeks?

Answers, That the court messenger served notice on him to that effect, but that he gave the court messenger for answer, "Why should I stop baking? My money is ready."*

[290] The court messenger being thereupon personally examined and the writ returned by him being inspected, his report is that the defendant answered: "I'll just have to keep on and see what comes of it."

Being asked further whether he has been obedient and stopped baking? Answers, No.

The officer demands that he be fined the double amount and be suspended from the exercise of his trade for the period of three months and remain under arrest until the fine is paid.

A vote being taken, the defendant is by a majority of those present condemned to pay the fine demanded and as an example to others suspended for the space of six weeks, or else ordered to settle with the officer.

[P. Stuyvesant
Rutger Jacobsen
Anderies Herbertsen
Jacob Janssen Schermerhoorn
Philip Pietersen]†

* *mijn gelt is gereet*, there's money to be made(?)

† This block of signatures has been cut from the original record book; the names have been supplied from the copy in vol. 16, part 2 of the NYCM.

[291] Whereas Egbertjen Egberts, innkeeper in the village of Beverwijck, in contempt and disregard of the ordinances and placards of the director general and council and in violation of the express prohibition of the commissary and magistrates of the aforesaid village, has not hesitated to sell beer to the Indians or, as she herself declares, to give it to them for some *tapoesjens*,* according to her own confession made without being subjected to pain or duress, therefore the officer, in his capacity of plaintiff, for the maintenance of the aforesaid ordinances and placards, in accordance with the published and frequently renewed ordinances, has demanded that the aforesaid Egbertje Egberts be fined five hundred guilders and moreover as an example to others be subjected to arbitrary corporal punishment and correction and be banished from this country, as the very sad and dangerous accidents resulting from the tapping, selling, or giving of wine or beer to the Indians indeed require, on account of the aforesaid disregard and violation of the original and frequently renewed ordinances and the sad accidents resulting from the drunkenness of the Indians, that the aforesaid Egbertjen Egberts as an example to others receive arbitrary corporal punishment therefor and be banished from this country. Nevertheless, the director general and the magistrates of this court, taking into consideration the voluntary admission of guilt by the said Egbertje Egberts and being for the present inclined to show leniency instead of rigor (on which, however, in the future no one is to rely), have [292] sentenced and condemned the aforesaid Egbertjen Egberts, as they sentence and condemn her hereby, to pay a fine of three hundred guilders, she to remain under civil detention until the judgment is satisfied or satisfactory security is given; the further demands of the officer being denied.

Thus done, sentenced, and condemned at the session of the hon. director general and the magistrates of the village of Beverwijck, this 6th of October 1656.

P. Stuyvesant
Rutger Jacobsz
Andries Herberts
Jacob Jansen Schermerhoorn
Philip Pietersen

* A bag or pouch used by the Indians to carry tobacco and other small items; probably made of deer skin and highly decorated, they were coveted by the European settlers.

[293] Whereas Willem Hoffmeyr, born in Brazil, aged about twenty years, in notorious disregard and contempt of the well-meant ordinances and placards of the director general and council of New Netherland and in violation of the orders and directions of the commissary and magistrates of Fort Orange and the village of Beverwijck, has not hesitated to sell and peddle beer to the Indian barbarians, as he without pain or duress confesses and admits that he, Willem Hofmeyer, at present in custody, once with two half barrels in a canoe and afterwards, on the 22d, 23d, and 24th of July last past, with five half barrels of good and small beer mixed together, sailed up the river and sold and peddled the beer among the Indians (notwithstanding the strict prohibition of the director general and council) and what is worse, had it sold and peddled for him by one Indian to other Indians; and whereas, furthermore, in further contempt of court, the said prisoner, while he was being examined on account of said offense and released on bail, has not hesitated the same day to admit a drunken Indian to his house and contrary to expressed prohibition and warning of the court to pour out or sell beer to them, which disobedience, disregard, yes, contempt of good order and justice, as well as his frequent violations and transgressions of the well-meant ordinances and placards of the director general and council of New Netherland issued and repeatedly renewed against the dangerous and harmful sale of [294] beer or wine to the Indians, are matters of very evil and injurious consequences, which in a land of justice, as an example to others, can and ought not to remain unpunished; therefore, the director general together with the magistrates of Fort Orange and the village of Beverwijck, in the name and on the part of the high and mighty lords, the states general of the United Netherlands, and the honorable directors of the Chartered West India Company, administering justice in the case, upon the complaint and demand of the officer and in view of his own free and voluntary confession, sentence and condemn the aforesaid Willem Hoffmeyer, now in custody, as they sentence and condemn him hereby, to pay a fine of five hundred guilders and to be banished from this country for the space of three years, he to remain in strict confinement until the judgment is satisfied. Thus done and sentenced at the session of the director general and the magistrates of Fort Orange. This day, the sixth of October 1656.

P. Stuyvesant
Rutger Jacobsz
Andries Herberts
Jacob Jansen Schermerhoorn
Philip Pietersen

[295] Whereas Dirckie Hermense, innkeeper in the village of Beverwijck, in disregard and contempt of the ordinances and placards of the director general and council and contrary to the express prohibition of the commissary and magistrates of the aforesaid village, has not hesitated to sell, or, as she herself declares, to give, beer to the Indians for some *tapoesjens*,* according to her own confession made without pain or duress, whereupon the officer, in his capacity of plaintiff, for the maintenance of the aforesaid ordinances and placards, in accordance with the provisions of the aforesaid and repeatedly renewed ordinances, has demanded that the aforesaid Dirckje Harmens be fined five hundred guilders and furthermore that, as an example to others, she receive arbitrary corporal punishment and correction and be banished from this country, as the sad and dangerous accidents resulting from the tapping, selling, or giving of wine or beer to the Indians indeed demand that, in view of the aforesaid disregard and violation of the aforementioned and repeatedly renewed ordinances and the sad accidents resulting from the drunkenness of the Indians, the aforesaid Dirckje Harmens, as an example to others, receive arbitrary and corporal punishment and be banished from this country. However, taking into consideration the voluntary confession of the aforesaid Dirckjen Harmens, the director general and the magistrates of this court are for the present inclined [296] to show leniency instead of rigor (on which, however, no one should rely in the future) and have sentenced and condemned the aforesaid Dirckjen Harmens, as they sentence and condemn her hereby, to pay a fine of three hundred guilders, she to remain in civil detention until the satisfaction of the judgment or until she shall have furnished satisfactory security, the further demands of the officer being denied. Thus done, sentenced and condemned at the session of the director general and the magistrates of the village of Beverwijck, this 6th of October Anno 1656.

P. Stuyvesant
Rutger Jacobsz
Andries Herberts
Jacob Jansen Schermerhoorn
Philip Pietersen

The 12th day of October the officer arrested a certain drunken Indian, committing insolence, and brought him on a brewer's wagon to the fort where he was placed in confinement.

* See note page 252.

[297] The 13th of October Anno 1656, at the request of the officer of Fort Orange, the Indian named Macheck Sipoeti,* a Mahican, was examined by Jan Tomassen, well acquainted with the Mahican languages, in the presence of the honorable *Heer* J. B. Rencalaer, director of the colony of Renselaerswijck, and the right honorable Ruth Jacobsen and Anderies Herbetsen, magistrates of the court of Fort Orange and the village of Beverwijck.

He was first asked where he had been drinking, whereupon he answered, in an Indian house, situated near the Gojer's Kill.†

He was then asked where the Indians had obtained the brandy, whereupon he answered, on the east side of the river, from the Dutch, who lived there.

Thirdly, he was asked the names of the Dutch who had sold or given them the brandy, to which he answered that he did not know their names.

Finally, he was asked how large the cask was, whereupon he indicated the size in such a way that one could judge that it must have been an *anker*.

Rutger Jacobsz
 Andries Herbetsen
 La Montagne

[298] Ordinary Session, October 17, 1656

Present:

La Montagne, commissary‡
 Rutger Jacobsen
 Anderies Herbetsen
 magistrates§

Frederick Hendericksz, skipper, plaintiff, against Henderick Jochimsen, defendant.

The plaintiff demands payment by the defendant of 37 whole beavers, due him on a promissory note.

The defendant admits the debt.

* Sipoetey in NYCM

† near Schodack, N.Y., on the east side of the river

‡ Dr. Johannes La Montagne received his commission as vice director and commissary of Fort Orange on September 28, 1656. He had served on the council in Manhattan continually since 1638.

§ The list of magistrates only appears in NYCM.

The parties being heard by the court, the defendant is ordered to pay the plaintiff the number of 37 whole beavers, at once.

Jan Jansen van Ekel,* plaintiff, against Abraham Pietersen. The defendant having failed to appear the second time, default is entered against him.

Gossen Gerritsen, plaintiff, having power of attorney from the widow of Reyer Stoffelsen, against Gillis Pietersen. The plaintiff, in his capacity, demands payment of the sum of 200 guilders, according to a promissory note, which he exhibits in court.

The defendant admits the debt.

The parties being heard, the court orders the defendant to pay the aforesaid sum of 200 guilders within the space of two months.

Lowies Cobus,† having power of attorney from Jan Peeck, plaintiff, against Claes Ripsen, defendant.

He demands payment of 50 guilders made over to the defendant, arising from a certain fine.

The defendant says that he satisfied the former officer Dijckman for the aforesaid sum.

The wife of the aforesaid Dijckman, in the absence of her husband, acknowledges that the aforesaid sum was paid to her husband. The defendant is discharged by the court from the plaintiff's demand.

[299] Gossen Gerritsen, attorney for the widow of Reyer Stoffelsen, plaintiff, against Christoffel Davids, defendant.

The plaintiff demands payment of 60 guilders in corn.

The defendant admits the debt and promises to pay, on condition that the note which he executed in favor of Reyer Stoffelsen be returned to him; also a silver beaker which he gave to Reyer Stoffelsen, deceased, to have it repaired in Holland.

The parties having been heard, the defendant is ordered by the court to pay the said sum of 60 guilders in corn within the space of six weeks, provided that the note, if there is one, be at the same time returned to him. As to the silver beaker, he is to corroborate his claim by testimony.

Gossen Gerritsen, plaintiff, against Lambert van Valckenborch, defendant.

The defendant failing to appear, first default is entered against him.

* Ekelen in NYCM

† Cobussen in NYCM

Gossen Gerritsen, plaintiff, against Claes Teunissen, defendant.

The defendant failing to appear, first default is entered against him.

Isbrant Eldersen,* plaintiff, against Leendert Philipsen, defendant. The plaintiff demands the return of a pair of black cloth sleeves given to the defendant to be mended.

The defendant admits that he received the same sleeves from the plaintiff, but claims that they were stolen from his house.

The parties having been heard, the defendant is ordered to restore the sleeves in question, or pay 8 guilders cash for them.

Jan Gouw, plaintiff, against Harmen Jacobsen, defendant.

The defendant failing to appear, first default is entered against him.

[300] Tomas Poulussen,† plaintiff, against Tjerck Claesen.‡

The plaintiff demands payment of 6 beavers.

The defendant admits the debt, but claims that 16 guilders is due him by the plaintiff for wages.

The plaintiff maintains that he does not owe as much.

The parties having been heard, the defendant is ordered to pay 4 beavers to the plaintiff within the space of six weeks, and meanwhile to settle the dispute in regard to the wages and after the liquidation to pay to the plaintiff the balance, if there be any, of the value of 2 beavers.

NB The time of payment expires on the first of December.§

The officer, plaintiff, in a criminal case, against Jurriaen *Glaessemaker*, defendant.

The officer says that the defendant in the night of the 11th of October, coming from the watch to the door of his house, knocked on said door and after it had been opened by his wife, drew his sword from the scabbard and struck his own wife with it, saying, "You damned whores and scoundrels," at which noise Cornelis Pietersen Hoogenboom, then lying asleep on a chest, woke up and fled to the garret, where he was followed by the defendant, who held a candle and his bare blade in his hand and finally, without exchanging words, cut and wounded Cornelis Pietersen in his right arm, as appears from the complaint of the said Cornelis Pietersen Hoogenboom, the report of Jacob De Hinsse, surgeon, and the testimony of Jan Barentsen *Timmerman*, Jan de Graef, and Pieter

* Eldertsen in NYCM

† Poulus in NYCM

‡ Claessen in NYCM

§ The *nota bene* is a marginal notation lacking in NYCM.

de Backer [301] examined by the honorable magistrates upon interrogatories.

The defendant says that on knocking on his door, he heard a noise of someone climbing into his garret, whereupon he conceived a suspicion of theft or other mischief, which caused him to visit his garret and finding there Cornelis Pietersen Hoogenboom hidden under a bedstead, he thought himself justified in attacking him in his own house as a thief or criminal, considering that the sun had set.

The magistrates, having learned from the report of the surgeon that the wound is not dangerous, and having heard from the witnesses the circumstances of the case, order, in consideration of the circumstances, that the defendant shall settle with the officer, provided, however, that he compensate Cornelis Pietersen Hoogenboom for maintenance, medicine, and lost time.

Gommer Poulussen* requests the court to grant him a place for a garden. The magistrates have taken the matter under advisement and will accommodate the petitioner according to the situation of the place.

La Montagne
Rutger Jacobsz
Andries Herberts

[302] October 21, Anno 1656

Extraordinary Session Requested by Marcelus Janssen†

Present:

La Montagne, commissary
Rutger Jacobsen
Anderies Herbertsen‡

Marcelus Janssen, plaintiff, against Pieter Adriaensen, alias *Soogemackelyck*, defendant.

The plaintiff demands prompt payment of six hundred twenty-five guilders, which the defendant promised to pay him within the space of fourteen days, which have now expired.

The defendant brings into court 386 guilders in strung and loose sewant, which the plaintiff accepts. He consents that the attachment

* Pouwel in NYCM

† A marginal notation "paid" indicates that this suit was satisfied.

‡ This list appears only in NYCM.

against the defendant be vacated, but demands that he shall pay the costs of the extraordinary session.

The parties having been heard, the court orders that they shall each pay one-half of the costs of the extraordinary session.

Lowies Cobus, plaintiff, against the wife of Jeles* Fonda, defendant.

The plaintiff complains that the defendant without his knowledge or consent has taken an apron belonging to his wife hanging on the fence.

The defendant denies the charge and alleges that the plaintiff's wife gave her the said apron as a pledge for five and a half beavers, and the defendant being not satisfied with the apron as a pledge for the said sum, the plaintiff's wife gave her a bodice in addition.

[303] The parties having been heard by the court, the court, seeing that they have neither proof nor witness, order the defendant to confirm her statement by oath, giving her time until the next day to consider the solemnity of an oath.

Carsten Fredrickx, † being summoned by order of the court to place a value on his lot, which he must cede for the accommodation of this community in order to move on the said lot a house leaning against the church, demands one hundred beavers, whereupon the court decides to take the matter under advisement.

La Montagne
Rutger Jacobsz
Andries Herberts

[304] Whereas daily experience teaches us that in consequence of the foul and unswept condition of the chimneys, they often catch fire and generally the houses also, yes, frequently the neighboring buildings, especially when they are covered with flammable materials, whereby great damage is done not only to houses and goods but—sad spectacle—to people also; therefore, the vice director and magistrates of this court, wishing as a matter of their official duty to prevent such accidents to the best of their ability, do hereby order all burghers and inhabitants of Fort Orange and the village of Beverwijck, and each one in particular, to keep the chimneys of the respective houses clean and free from danger of fire, on pain of forfeiture of one pound Flemish for every chimney which shall be found dirty and declared as such 15 days after the publication hereof.

* Jillis in NYCM

† Fredricksen in NYCM

Done in Fort Orange, the 24th of October 1656.

La Montagne
Rutger Jacobsz
Andries Herberts

[305] Ordinary Session, October 24, Anno 1656

Present:

La Montagne, commissary
Rutger Jacobsen
Anderies Herbertsen
magistrates*

Johannes van Twillert, plaintiff, against Christoffel Davidts, defendant.

The plaintiff demands payment of the sum of 564 guilders, 8 stivers, according to the voluntary confession [of the defendant], whereupon judgment was given by the court of Rencelaerswijck and by virtue thereof an attachment secured against certain moneys in the custody of Jacob Janssen Stollen† and Tomas Chambert.

The defendant admits the debt and agrees that the plaintiff shall receive from the hands of the aforesaid Jacob Janssen Stollen and Tomas Chambert the moneys attached, up to the amount of his debt due to the aforesaid van Twillert.

The magistrates, having heard the confession and the consent of the defendant, [give judgment for] the aforesaid sum of 564 guilders, 8 stivers and order that the property in the hands of Jacob Janssen Stollen and Tomas Chambert may be levied upon by the plaintiff to the amount of 564 guilders, 8 stivers.

Jan Janssen van Eeckel, plaintiff, against Abraham Pietersen Vosbergh.‡

The plaintiff requests execution of the judgment given against the defendant on the 29th of August last, whereby the defendant was ordered to pay twelve beavers within six weeks, which have now expired.

The wife of the defendant, appearing instead of her husband, offers to pay cash in sewant, or in beavers in the spring.

The plaintiff accepts the offer of payment in beavers on the first of June, provided the defendant gives him one beaver by way of interest.

* This list only appears in NYCM.

† Stol in NYCM

‡ The names in this suit appear in NYCM as Van Eeckelen and Vosburgh.

The magistrates, having heard the agreement between the parties, order the defendant to pay the sum in question to the plaintiff on the first of June Anno 1657, provided that the defendant shall pay the plaintiff one beaver as interest.

[306] Jan Janssen van Eeckelen, plaintiff, against Abraham Pietersen Vosburgh.

The parties being heard, it is ordered that the defendant, Abraham Pietersen, shall personally appear.

Evert Pries, plaintiff, against Jan van Aecken, defendant.

The plaintiff demands compensation for damage suffered by him on goods in his chest, which was entrusted to the care of the defendant and which damage occurred through the defendant's fault.

The defendant says that he did not have the care of the chest, but that it was left at his house by the plaintiff.

The magistrates order the parties each to choose a referee to settle the matter.

Lowies Cobus, authorized to represent Jan Peeck, plaintiff, against Abraham Vosbergh, defendant.

The defendant failing to appear, default is entered against him.

Jan Gouw, plaintiff, against Harmen Jacobsen, defendant.

The plaintiff demands payment of 17 and a half beavers.

The defendant offers to make payment in sewant or grain.

The magistrates, having heard the parties, order the defendant to pay the number of 17 and a half beavers within the space of six weeks.

Frans Barentsen, plaintiff, against Abram Pieter Vosbrugh.

The defendant failing to appear, first default is entered against him.

[307] Fop* Barentsen against Cornelis Vos, defendant.

The defendant failing to appear, first default is entered against him.

Cornelis Teunissen requests for Tomas Janssen Mingael a lot for a house, situated between Pieter Loockermans and Pieter Messen. †

The honorable magistrates have taken the matter under advisement in order to accommodate the petitioner in all fairness.

* Foppe in NYCM

† Meessen in NYCM

Ordinary Session Held in Fort Orange
End of October 1656

Present:

La Montagne, commissary
Rutgher Jacobsz
Andries Harperss, *
magistrates

Juffrouw Johanna Thullert, † plaintiff, against Harmen Jacobsen, defendant.

The defendant failing to appear, default is entered against him.

Juffrouw Johanna Thullert, plaintiff, against Govert Hendricksen, ‡ defendant.

The defendant failing to appear, default is entered against him.

Jochim *de Backer*, plaintiff, against Willem Hoffmeyr, defendant.

The parties having been heard, the court refers the case to referees chosen by the parties respectively, to settle the matter in an amicable manner.

Henderick Anderiessen, plaintiff, in a case of slander [308] against Henderick Gerritsen, defendant.

The plaintiff demands reparation for injury to his reputation done by the defendant.

The defendant denies that he has injured the plaintiff's reputation in any way.

The court orders the plaintiff to prove his charges.

Jan Janssen van Eeckelen, plaintiff, against Abraham Pietersen Vosbergen, defendant.

The plaintiff demands compensation for two hogsheads of French wine, the balance of three, put by the plaintiff in the defendant's cellar, which were spoiled through the defendant's fault, as the said defendant refused to sell them to some who tried to buy them.

The defendant maintains that the said damage is not his fault, as the wine was not placed in his care, but only put in his cellar with his consent by the plaintiff, who gave him permission to sell as much of it as he

* Rutger Jacobsen and Anderies Herbetsen, respectively, in NYCM

† T'Hulter in NYCM; i.e., Madam Johanna de Hulter

‡ Geurt Hendericksen in NYCM

could, which he did, having sold one [hogshead]. The remaining two hogsheads, which spoiled, he tried to improve with the help of *Mr. van Hamel*, as the plaintiff afterwards also sought to do with the said Hamel's help.

The parties having been heard, the court orders the plaintiff to take back the wine in question. In regard to the damage, [309] the plaintiff's demand is denied and the defendant is discharged.

Jochim *de Backer* requests the court to grant him a place for a garden.

The court will take the request under advisement and after inspection of the place requested, accommodate the said Jochim in all fairness.

The Honorable Anderies Herbertsen, magistrate, has declared before the court that the 27th of this month a *Maquas* Indian came quite drunk into his house and after committing many acts of violence left some goods in his house. Coming the other day to the said house to fetch his goods, he declared to the deponent that the wine which made him drunk was fetched by three Indian women from Barent Pietersen *Molenaer*.

Ordinary Session November 7, 1656

Present:

La Montagne, commissary
Rutgher Jacobsz
Andries Harperss
Jacob Schermerhooren
Philip Pieterss
magistrates

Juffrouw Johanna t'Hulter, plaintiff, against Tomas *Clabbort*, defendant.

The plaintiff demands payment of a certain account delivered to the defendant.

The defendant maintains that he satisfied her by means of a counter-claim delivered to the plaintiff.

The parties having been heard, it is ordered by the court that the plaintiff shall within the space of fourteen days state her objections to the defendant's account.

[310] *Juffrouw* t'Hullert, plaintiff, against Govert Hendricksen, defendant.

The defendant failing to appear, default is entered against him.
NB default from the second time to the third.*

Harmen Jacobsen, plaintiff, against Jan Roeloffsen, Gerrit Hendericksen, and Huybert Janssen, defendants.

Huybert Janssen appearing alone, acknowledged the debt.

The court orders the defendant, Huybert Janssen, to pay the admitted debt within the space of three months and orders first default to be entered against Jan Roeloffsen and Gerrit Hendericksen.

Arent vanden Berch, plaintiff, against Henderick Gerritsen, defendant.

The defendant failing to appear, first default is entered against him.

Cornelis Teunissen, plaintiff, in a case of slander against Abraham Stevensen *Crawaet*, defendant.

The defendant failing to appear, first default is entered against him.

The officer, in a case of slander and insolence, plaintiff, against Tomas Chambert, alias *Clabbort*.

The plaintiff demands reparation for abusive remarks made in his presence and that of the entire court about the honorable directors, the director general and council, and the entire court on the 6th of November last in the house of Willem Fredericksen Bout, where the [311] said court and the surveyors had met to decide some question regarding the survey.

The defendant excuses himself on the ground that he was drunk and does not know what he said or did, saying that he is sorry that he used offensive language to his superior authorities. He promises not to do it again and declares that he is ready to undergo such punishment as he deserves in case he should repeat the offense, begging pardon for the aforesaid misdeed.

The court, observing the defendant's sorrow and his promises, and considering the condition he was in when he uttered the said abusive remarks, excuses him for the present from undergoing the merited punishment and, preferring leniency to rigor, condemn the defendant to pay a fine of one hundred, fifty guilders, to be paid within the space of six weeks.

NB the time will expire on the 20th of December.†

* The *nota bene* is a marginal notation indicating that this is the third default.

† This appears as a marginal notation in the original.

Ordinary Session Held in Fort Orange
November 22, 1656

Present:

La Montagne, commissary
Rutgher Jacobsz
Andries Harpersz
Jacob Schermerhooren
Philippe Pietersz
magistrates

Frans Barentsen Pastoor, plaintiff, against Abraham Pietersen Vosborch, defendant.

The plaintiff demands payment of a balance of twenty-seven pieces of beaver at f10 apiece, in sewant, which the defendant paid him in sewant at f8 apiece, so that there is still due him f54.

[312] The defendant maintains that he paid the twenty-seven beavers in full sewant, at f8 apiece.

The parties having been heard, the defendant is ordered to pay the plaintiff the sum of f54 in sewant.

Frans Barentsen Pastoor, plaintiff, against Jan van Breemen, defendant.

The defendant failing to appear, second default is entered against him.

Frans Barentsen Pastoor, plaintiff, against Jan Martensen, alias *de Wever*, defendant.

The defendant failing to appear, default is entered against him.

Lowies Cobus, as empowered proxy, plaintiff, against Frans Barentsen Pastoor, defendant.

The plaintiff says that he had ten beavers attached in the hands of the defendant, which ten beavers the defendant paid out in spite of the attachment.

The defendant says that he paid them by order of the court.

The plaintiff asks adjournment until the next court day, in order to have Pieter Bronsen* subpoenaed.

The court consents to the adjournment.

Fop Barentsen, plaintiff, against Cornelis Vos, defendant.

The plaintiff demands payment of one hundred, fifty guilders loaned

* Bronck in NYCM

by him to the defendant some weeks ago.

The defendant denies that he owes the plaintiff any money.

[313] The court orders the plaintiff to prove the alleged debt on the next court day by written contract or testimony of witnesses.

Ordinary Session Held in Fort Orange November 28, 1656

Present:

La Montagne, commissary
Rutgher Jacobsz
Andries Harpertsz
Jacob Schermerhooren
Philippe Pietersz
magistrates

Juffrouw de Hulter, plaintiff, against Jan Gouw.

The plaintiff demands payment for 1200 pantiles, amounting to seven and a half beavers.

The defendant denies that he owes the plaintiff the sum of f64.

The parties having been heard, the defendant is ordered by the court to pay the plaintiff the sum of f64 in beavers within the space of six weeks.

Cornelis Cornelissen *de Jonge*, plaintiff, against Claes Vijlens, defendant.

The defendant failing to appear, default is entered against him.

Foppe Barens, plaintiff, against Cornelis Vos, defendant.

The plaintiff, pursuant to the order of the court of the 22d of November last, produces Marcelus Janssen and Harmen Bastiaensen as witnesses, who, appearing, testify that being requested by the parties to adjust their differences, the defendant's wife said that she would not speak of anything that happened before, as a result of which they, [314] the deponents, parted without having accomplished anything.

The court orders that a copy of the testimony of the witnesses be delivered to the defendant for his consideration and if he has any objections to make, he is to submit them on the next court day.

Arent van den Berch, plaintiff, against Henderick Gerritsen, defendant.

The parties having been heard, the defendant is ordered to pay 3 beavers when called upon to do so.

The following persons are summoned to appear on account of their being found in the taverns after the ringing of the bell, contrary to the ordinance:*

Harmen Jacobsen Bambus, tavern keeper. Paid.

Jan Gauw. Default.

Harmen *de Timmerman*. Default.

Jan Eeckelen. Paid.

Teunis Jacobsen. Default.

Albert *de Timmerman*, tavern keeper. Paid.

Geurt Hendericksz. Default.

Gerrit Viesbeeck.† Default.

Daniel *de Backer*. Paid.

Henderick *Clootendraeyer*. Default.

Henderick *de Snijder*, alias *Cordiael*. Default.

Henderick alias *de Stijve Snijder*. Default.

Jacob Janssen van Noortstrant requests that the court appoint him gager of the casks.

The court grants the request.

[315] Ordinary Session Held in Fort Orange on the 5th of December 1656

Present:

La Montagne, commissary

Andries Harpartz

Jacob Schermerhooren

Philippe Pietersz

magistrates.

Anderies Herbetsen, as attorney of Goosen Gerritsen, plaintiff, against Claes Teunissen, defendant.

The plaintiff demands payment of a note of f848:–.

The defendant admits that he owes a certain balance of account and offers to pay it with his house, requesting that the plaintiff show his power of attorney.

* See LO, 258.

† Visbeeck in NYCM

The court orders the plaintiff to show his power of attorney on the next court day.

[316] Anderies Herbertsen, plaintiff in a case of slander, against the wife of Henderick *de Backer*, defendant.

The plaintiff says and complains that the defendant in his absence has called him a compound thief who stole her meat out of the tub and her firewood out of her house, which he offers to prove.

The defendant denies having made such accusations, but admits that she said that the plaintiff as her accuser has been the cause of her husband being obliged to pay a fine of *f68*, as a result of which they had to go without meat and wood.

The parties having been heard, the court orders the plaintiff to furnish the defendant with a copy of his complaint, to which she is to make answer on the next court day.

Jacob Schermerhoom, plaintiff, against Christoffel Davids, defendant.

The plaintiff demands payment of 14 *schepels* of corn, being the balance of a promissory note executed more than 10 years ago.

The defendant denies that he owes the amount, but declares that he is satisfied to pay it if the plaintiff swears to it.

The plaintiff having taken the oath, the court orders the defendant to pay the plaintiff two beavers in specie and 10 stivers in sewant.

Claes Hendricksz, plaintiff, against Gerrit Slechtenhorst, defendant.

The plaintiff demands the defendant's reasons for forbidding him to build on his own ground.

[317] The defendant says that the ground on which the plaintiff was busy building, belongs to him as lessee, and he maintains that no one has a right to build thereon without his consent during the term of his lease.

The plaintiff exhibits a lease in the defendant's own handwriting, in the margin of which was written that the plaintiff was to have the use of the area presently in controversy.

The defendant maintains that such use was granted to the plaintiff only to stack his wood there and to use the ground for bleaching purposes, offering to prove the same.

The parties having been heard, the court orders the defendant to prove on the next court day that he has granted the use of the yard to the plaintiff only for the purpose of stacking wood and of bleaching there.

Pieter Loockermans, plaintiff, against Matteus Abrahams,* defendant.

* Matteus Abrahamsen in NYCM

The plaintiff demands payment of three and a half beavers.

The defendant admits the debt and offers to pay, provided that the three beavers in the hands of Jan Gauw, which the plaintiff has caused to be attached, shall be left at his disposal.

The court orders the defendant to pay the plaintiff the three and a half beavers. Meanwhile, the attachment of the three beavers is sustained.

Matteus Abrahamsen, plaintiff, against Jan Gauw, defendant.

The defendant failing to appear, default is entered against him.

[318] Foppe Barentsen, plaintiff, against Cornelis Vos, defendant.

The defendant submits his defense in writing, of which a copy is asked by the plaintiff.

The court orders the defendant to furnish the plaintiff with a copy of his defense, to which he is to file his answer on the next court day.

Albert Gijsbertsen *Rademaecker*, requests a certain lot for a garden.

The court will first inspect the place so as to accommodate the petitioner according to its location.

Arent van Curler, as attorney of Adriaen Janssen van Leyden, tavern keeper in the colony of Renselaerswijck, plaintiff, against Marcellus Janssen, formerly farmer of the excise on wine, beer, and liquor sold by the tavern keepers of Fort Orange, the village of Beverwijck, and the dependencies thereof, defendant.

The plaintiff demands the return of an *anker* of brandy which the defendant about 13 months ago, on his own authority and without the knowledge of and consent of the officer of Fort Orange and the village of Beverwijck, unlawfully seized on the public street and highway and appropriated to himself, for which aforesaid [319] *anker* of brandy, the principal duly ordered and directed his servant to obtain a retail certificate from the aforesaid farmer, as was actually requested, according to the affidavit filed herewith. The plaintiff requests therefore that the defendant be ordered to restore the aforesaid *anker* of brandy without loss or damage, all according to law.

Was signed: Arent van Curler.

The defendant requests a copy of the plaintiff's demand.

The court orders that a copy of the plaintiff's demand be delivered to the defendant.

Ordinary Session Held in Fort Orange
December 12, 1656

Present:

La Montagne, commissary
Rutger Jacobsen
Jacob Schermerhoorn
Philip Pietersen
magistrates*

Harmen Jacobsen, plaintiff, against Pieter Stevensen, defendant.

The plaintiff demands payment of *f*30, which the defendant owes.

The defendant admits that he owes *f*23:12, and no more.

The court orders the defendant to pay the acknowledged sum of *f*23:12.

Leendert Philipsen, plaintiff, against Tierck Claessen, defendant.

[320] The plaintiff says that the defendant, having rented a house from him, has without his knowledge sublet it to someone else and requests that the rent thereof be paid to him.

The defendant agrees to it.

The court orders that the plaintiff shall receive the rent of his own house.

Foppe Barentsen, plaintiff, against Cornelis de Vos, † defendant.

The defendant asks for a copy of the plaintiff's demand.

The court orders the plaintiff to furnish the defendant with a copy of his demand, to file his answer thereto on the next court day.

Anderies Herbetsen, plaintiff, against Claes Teunissen, defendant.

The plaintiff exhibits his power of attorney.

The court refers the parties to the previously issued order.

Frans Barentsen Pastoor, plaintiff, against Jan van Bremen and Pieter Bronck, defendants.

The parties failing to appear, the second default is taken against Jan van Bremen and the first default against Pieter Bronck.

* This list only appears in NYCM.

† Cornelis Vos in NYCM

Claes Hendericksen, plaintiff, against Gerrit Slechtenhorst, defendant.

The defendant produces Jan de Ret* as a witness, who testifies that he was present when the copy [321] of the lease between the parties was changed or added to and that he heard the defendant simply grant the use of the area in question to the plaintiff, but that he did not hear him give any consent to build thereon.

Finis†

[33] Ordinary Session Held in Fort Orange
January 9, 1657‡

President, J. La Montagne
Rutger Jacobsen
Anderies Herbertsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

Lambert van Valckenborch, plaintiff, against Henderick Claessen and Gerrit Willemsen, defendants.

The plaintiff complains that the defendants beat him and his wife in his own house.

The defendants deny it and claim that the plaintiff chased them with a drawn sword out of his house and pursued them to the center of the fort.

The court orders the parties respectively to prove their assertions.

Jacob Janssen Schermerhoorn, plaintiff, against Reyer Albertsen, defendant.

The plaintiff says that the defendant sicked his dog on his goats and killed one of them.

The defendant denies having done so.

The plaintiff produces as a witness Andries de Vos, who declares that he saw it.

The court condemns the defendant to pay the plaintiff twelve guilders for the goat which was killed.

* Dareth in NYCM

† This is the end of the first volume of Fort Orange Court Minutes.

‡ The original court minutes for 1657 are missing; therefore, the contemporary copy in vol. 16 of NYCM is being used in its place, beginning with page 33.

[34] Foppe Barenzen, plaintiff, against the officer and Willem Brouwer, defendants.

The plaintiff complains that the officer took him into custody without cause.

The officer maintains that he took the defendant into custody on the complaint of Willem Brouwer, who claimed that the defendant had committed violence in his own house.

Willem Brouwer maintains that the complaint is true.

The plaintiff replies that he has committed no violence in the defendant's house, but that on the contrary, Willem Brouwer forcibly drove him out of the house with a broomstick, because he demanded payment for a pair of boots which he had sold to him, or to take measurements in order to make a pair of new ones.

The court orders the plaintiff and Willem Brouwer, the defendant, to prove their statements.

Foppe Barenzen, plaintiff, against Cornelis Vos, defendant.

The parties having been heard several times, it is ordered by the court that each shall choose an arbitrator to settle their dispute in an amicable manner.

Immediately, the plaintiff chose for himself Stoffel Janssen and the defendant Anderies de Vos, to whom the court added Rutger Jacobsen, as mediator, to decide the question at issue to the best of their knowledge.

[35] Lowies Cobussen, as attorney for Jan Peeck, plaintiff, against Frans Barenzen Pastoor, defendant.

The plaintiff says that he caused ten beavers in the hands of the defendant to be attached, which the defendant in spite of the attachment paid to Pieter Bronck.

The defendant maintains that he paid the said beavers by order of the court.

Pieter Bronck, appearing before the court, acknowledges that he received the beavers in payment of a debt due by Johannes Dijckman.

The court orders the wife of Johannes Dijckman to pay the sum of eighty-four guilders to Jan Peeck, which she did immediately by bill of exchange through Commissary Johannes La Montagne.

Frans Barenzen, plaintiff, against Marcellis Janssen, defendant.

The plaintiff demands of the defendant an accounting of the farming of the tapsters' excise, in which he was a partner.

The court, having heard the parties, orders the defendant to render an accounting to the plaintiff before two arbitrators to be chosen by them

respectively, which arbitrators were chosen by the parties at once, to wit, Hendrick Jochimsen and Willem Bout, who are hereby authorized to examine the account of the plaintiff and to settle the difference to the best of their ability.

[36] Rutger Jacobsen, plaintiff, against Claes Teunissen, defendant.

The plaintiff demands delivery of the defendant's house, sold to him by the defendant, in payment of a certain sum due to him by Jacob Luyersen, deceased.*

The defendant acknowledges that he is ready to do so.

The officer of the court, as protector of the rights of orphans, objects to the delivery and requests that curators be appointed to preserve the rights of the surviving children of Jacob Luyersen, deceased.

The court appoints Jan Verbeeck and Evert Wendel curators to the aforesaid children.

The magistrates of this court, plaintiffs, against Henderick *de Backer*, defendant.

Default. The defendant failing to appear, default is entered against him.

Pieter Meessen requests a lot for a garden.

The court, after inspection of the lot, will accommodate the petitioner according to the situation of the place.

Tuenis Cornelissen requests permission to build another house on his lot.

The court will take the matter under advisement.

Claes Hendericksen, plaintiff, against Gerrit Slechtenhorst, defendant.

The plaintiff says that the defendant has forbidden him to build on his own ground, to which the defendant replies that the ground on which the plaintiff is building belongs to him as lessee, maintaining that no one can build thereon without his consent during the term of his lease.

[37] The plaintiff shows a lease in the defendant's handwriting, in the margin of which is written that the plaintiff is to have the use of the yard at present in controversy.

The defendant claims that such use was granted to the plaintiff only for the purpose of stacking his wood there and for bleaching, which he offers to prove.

* Jacob Luyersen, of Wageningen, Gelderland, who is the ancestor of the Kuykendall family.

Whereupon the defendant, on the 12th of December, produced before the court Jan Dereth, as a witness, who testified that he was present when the copy of the lease between the parties was changed or added to and that he heard the defendant simply grant the use of the yard in question to the plaintiff, but that he did not hear anything about consent to build thereon.

The court, having several times heard the parties in their dispute and examined the lease made between them and the additions thereto, decrees that the defendant, Gerrit Slechtenhorst, is to have the use of the yard now in controversy without molestation, according to the lease; consequently, that the plaintiff cannot build thereon to the prejudice of the defendant without his consent. It is also ordered that the plaintiff, Claes Hendericksen, according to the lease and the additions thereto, shall have the use of the kitchen as a dwelling for himself or others who acquire his right, and that of the yard to stack wood and for bleaching.

[38] Ordinary Session Held in Fort Orange
January 23 1657

President, J. La Montagne
Rutger Jacobsen
Anderies Herbetsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

The officer of Renselaerswyck,* plaintiff, [requests] by petition maintenance of justice in regard to some offense committed in the colony of Rencelaerswyck by Jan Joosten, producing to that effect the testimony of three witnesses.

Jan Joosten, appearing, produces other testimony to the contrary.

The court orders Jan Joosten to communicate a copy of his testimony to the petitioner, the officer. Meanwhile, he is to remain under arrest in the fort until he gives sufficient bail for the judgment in the case.

During the same session there appeared before the court Henderick Jochimsen, who offered himself as surety and principal for the satisfaction of the judgment for the person of Jan Joosten.

* Gerrit Swart, *schout* of the patroonship from 1652 to 1665

Frans Baren[t]sen Pastoor, plaintiff, against Jan van Bremen, defendant.

The plaintiff demands payment of the sum of *f*73:5, due to him by balance of account.

[39] The wife of the defendant, in the absence of her husband appearing in his place, admits the debt.

The court, having heard the parties, condemns the defendant to pay the aforesaid sum in the space of six weeks, meanwhile declaring valid the attachment by the plaintiff of the defendant's property in Katskil.

Jan Daniel, deputy *schout*, plaintiff, against Marcellus Janssen, innkeeper, defendant.

The plaintiff says that last Sunday he found three men drinking in the defendant's house during the preaching, contrary to the ordinance.* He requests that the defendant be condemned to pay the fine mentioned in the aforesaid ordinance.†

The defendant replies that he did not tap, but that he served a quarter keg of beer to some carpenters who were working for him.

The court, having heard the parties, condemn the defendant, Marcellus Janssen, to pay the sum of *f*18:— according to the ordinance.

The vice-director and magistrates of Fort Orange and the village of Beverwijck and the dependencies thereof, observing the difficulty which they have at present in making up the account of the expenditures for the building of the church of the village of Beverwijck and other work during the past year, 1656, have decided that henceforth no work shall be let except by order of the court, granted either by themselves or their deputies, and that no money [40] shall be paid except upon their order. And in order that this may not be too troublesome for the court to grant every time, it is ordered that Commissary Johannes La Montagne shall hereafter issue such order, provided that he shall keep a record thereof, so as to know thereby at any time the state of the treasury.

Actum in Fort Orange, the 23d of February 1657.

* See *LO*, 258, for this ordinance.

† six guilders for each person found drinking illegally

Ordinary Session Held in Fort Orange
February 6, 1657

President, J. La Montagne
Anderies Herbertsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

Foppe Barenzen, plaintiff, against the officer of this court and Willem Brouwer, defendants.

The plaintiff demands to know the reason why the officer placed him in confinement.

The officer* says that he did so on account of a complaint of violence committed against Willem Brouwer made by Willem Brouwer.

[41] The defendant admits having made such a complaint and [the plaintiff] requests that the officer make his complaint in writing.

The court orders the officer to give [a copy of] his complaint in writing to the defendant to make answer thereto on the next court day.

Teunis Spitsbergen,† plaintiff, against Abraham Pietersen Vosburch, defendant.

The plaintiff demands payment of 13 beavers and one hundred three guilders in strung sewant.

The defendant admits the debt and promises to pay the same in July.

The plaintiff demands cash payment.

The court, having heard both parties, orders the defendant to pay the sum demanded by the last of May.

Abraham Pietersen Vosburch, plaintiff, against Meyndert Fredericksen, defendant.

The plaintiff demands payment for some timbers, which he freighted in the woods and which the defendant hauled out of the woods; he is asking fifty guilders for them.

The defendant admits that he used the said timbers; however, he says that he did not have them hauled out of the woods, but that they were brought to him as lumber that had been lying in the woods for a long time; he offers to give *f*6:– for them.

* This is a reference to J. La Montagne, serving in his capacity as *schout*.

† Teunis Cornelissen van der Poel alias Spitsbergen

The court, having heard the parties, orders the defendant to pay the plaintiff f16:– cash for the timbers in question.

[42] Rutger Jacobsen, plaintiff, against Claes Teunissen, defendant.

The court, having heard the parties, orders the curators appointed to administer the estate of Jacob Luyersen, deceased, to appear before the magistrates tomorrow at nine o'clock.

Eldert Gerritsen, plaintiff, against Foppe Barentsen, defendant.

The plaintiff demands fulfillment of a certain contract made with the defendant, whereby the defendant is bound to serve him for one year at f2:3 a day, which contract he shows.

The defendant admits it and declares that he is ready to fulfill the contract, provided that the plaintiff furnish sufficient sureties for the payment of his wages, every day, every week, or every month, as he pleases.

The court orders the defendant to fulfill the contract according to the conditions offered him.

Jochim Kettelhem, plaintiff, against Lubbert, Labitee's servant, defendant.

Default. The defendant failing to appear, default is entered against him.

Gerrit Swart, *schout* of Rencelaerswyck, plaintiff, against Lambert van Neck, defendant.

The plaintiff demands maintenance of justice in a case of assault resulting in bloodshed committed in Rencelaerswyck, according to a deposition which he produces.

[43] The defendant admits that he struck back at Henderick Gerritsen, who had struck him twice.

The parties having been heard and the deposition examined, the court condemns the defendant to pay one pound Flemish.

Gerritie Bouts,* plaintiff, against Henderick Reur, defendant.

Default. The defendant failing to appear, default is entered against him.

Jan Daniel, deputy *schout*, plaintiff, against Gerritt Hendericksen and Henderick Classen, defendants.

Default.

* Giertge Nannings, the wife of Willem Fredricksen Bout

The 7th of February there appeared by order of the court Jan Verbeecke and Evert Wendels, chosen curators of the estate of the surviving children of Jacob Luyersen, deceased, who accepted the said office and promised to acquit themselves of their duties to the best of their knowledge and ability.

The court, having considered the need of orphan masters in this place and experienced the faithfulness of Jan Verbeecke and Evert Wendels, have for the service and best interest of the country appointed them orphan masters, to take charge of all estates which [otherwise] would remain uncared for through the death of the husband or wife. *Actum* in Fort Orange, the 7th of February 1657.

Was signed:

La Montagne,
vice director and commissary
of Fort Orange,
Rutger Jacobsen
Anderies Herbetsen
Jacob Schermerhorn
Philip Pietersen

[44] Ordinary Session Held in Fort Orange,
February 20, 1657

President, Johannes Lamontagne
Rutger Jacobsen
Anderies Herbetsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

Jan van Hoesem, plaintiff, against Jochim Wesselsen *Backer*, defendant.

The plaintiff complains that the defendant kicked his daughter in the groin, so that she is unable to do any work.

The defendant says that his daughter, being in his service, was admonished by his wife to mend her ways as she was a young maiden, whereupon, she making some retort, the woman was moved to chastise her and kicked the plaintiff's daughter with her foot in the behind.

The court orders the officer to take further information in the matter.

Abraham Staets, plaintiff, against Henderick *de Backer*, defendant.
Default.

The honorable magistrates, plaintiffs, against Henderick *de Backer*,
defendant.
Default.

The officer, plaintiff, against Dirck *de Goyer*, defendant.
The defendant failing to appear, default is entered against him.

[45] Ordinary Session held in Fort Orange
February 27, 1657

President, Johannes Lamontagne
Rutger Jacobsen
Anderies Herbetsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

Jan van Hoesem, plaintiff, against Geertruy, the wife of Jochim Wessel-
sen *Backer*, defendant.

The parties having been heard, the court orders the plaintiff to hand
in his complaint in writing and give a copy thereof to the defendant, who
is ordered to file his written answer thereto on the next court day.

Abraham Staets, plaintiff, against Harmen Jacobsen Bambus, defen-
dant.

The plaintiff demands payment of three hundred thirty-two guilders.

The defendant admits the debt and promises to pay the same in the
space of six days.

The court orders the defendant to pay the aforesaid sum within the
aforesaid time.

Marcelus Janssen, plaintiff, against Abraham Vosburch, defendant.

The plaintiff demands payment of *f77:10:-*, which the defendant
owed him a year ago on account of the excise.

The defendant admits the debt and asks that payment may be delayed.

The court orders the defendant to pay the aforesaid sum within the
space of fourteen days.

[46] Baefjen Pietersen, plaintiff, against Jan Janssen *Cuyper*, defendant.
Default. The defendant failing to appear, default is taken against him.

Foppe Barentsen, plaintiff, against Cornelis Vos, defendant.
2d default. The defendant defaults for the second time.

Foppe Barenen, plaintiff, against Willem Brouwer, defendant.
The court orders the parties respectively to submit their documents in order that after examination of them judgment may be given.

The honorable magistrates, plaintiffs, against Henderick *de Backer*, defendant.

The defendant is condemned to pay the court messenger the balance of f3:12, with costs.

Anderies Herbetsen, magistrate, complains that Henderick *de Backer*, said that he was the cause of the judgment against him.

Henderick *de Backer*, requests time until he has spoken with Jan Verbeeck.

The court has promised Jacob Adriaensen the sum of f100:– and a lot at the hill, south of Pieter *de Vlamingh*, in lieu of his surveyed lot.

Appeared before the court Jan Verbeeck and Evert Wendel, orphan masters of the court, who declared that seeing the bad management of Christoffel Davids in administering the estate left undivided between himself and his children, the heirs of Cornelia de Vos, his deceased wife, they had thought fit for the preservation of the said property and the protection of the children to nominate and propose [47] the persons of Andries de Vos, the father of the said Cornelia de Vos, and Arent Anderiessen, uncle on his wife's part of the said children,* as curators thereof, as far as the rights of the minor children are concerned; who, appearing before the court, have voluntarily agreed and promised upon oath to acquit themselves therein to the best of their knowledge and to the best advantage of the estate and the children. Wherefore the court has granted them authority as lawful curators of the said estate and guardians of the aforesaid children, with power to do therein and in all that is connected therewith as they jointly shall see fit for the benefit of the aforesaid estate and children, binding themselves to render an accounting whenever time or necessity shall demand it. Done in court at Fort Orange, the 27th of February Anno 1657.

* Arent Andriessen's wife, Catalijntje de Vos, was a sister of Cornelia de Vos.

The 27th of February a letter was read in court of the honorable director general and council of New Netherland dated the 7th of February of this year 1657, containing an order to proclaim a day of prayer on the 7th of March, according to their written proclamation,* which after the third ringing of the bell was read publicly in Fort Orange, a copy thereof being sent by Lowies Cobussen, court messenger, to the *Heer* Rencelaer.

[48] Extraordinary Session Held in Fort Orange
February 27, 1657

President, Rutger Jacobsen
Anderyes Herbetsen
Jacob Janssen Schermerhoorn
Philip Pietersen
magistrates

The honorable officer, plaintiff, in criminal matters, against Dirck *de Gojer*, defendant.

2d default.

The defendant failing to appear for the second time, default is entered against him.

The honorable officer, plaintiff, against Cornelis Teunissen and his wife, defendants.

The defendant demands a copy of the plaintiff's complaint.

The court orders the plaintiff to give a copy of his complaint to the defendant to make answer thereto on the next court day.

* See NYCM 8:458, for this proclamation. A day of prayer and thanksgiving was proclaimed February 6, 1657. The reasons given for the proclamation were to give thanks for having peaceful times, a healthy population, and an unexpectedly good harvest despite the fact that since the Indian troubles there had been no plowing or planting.

[49] Ordinary Session held in Fort Orange
March 13, 1657

President, Johannes Lamontagne
Rutger Jacobsen
Anderies Herbertsen
Jacob Janssen Schermerhoorn
Philip Pietersen
magistrates

Abraham Abramsen, plaintiff, against Harmen Bastiaensen, defendant.

The plaintiff says that he was hired at the Manhatans by Henderick de Ruyter to serve the defendant and that he came here for that purpose and requests that the defendants engage him.

The defendant answers that he wanted to engage the plaintiff to do his work, not only to drive the cart but to spade and to cut wood in the forest, as he gave orders to Henderick de Ruyter to engage someone who would do all this work, but that the plaintiff refused to do it.

The plaintiff replies that he was engaged only to drive the cart.

The court, having heard the parties, orders the plaintiff to do such reasonable work for the defendant as his master shall order him to do, or, in case of refusal, to leave the service and to seek to recover damages from Henderick de Ruyter, who hired him.

Meester Jacob de Hince *Churigijn*, plaintiff, against Thomas Pouwelsen, defendant.

[50] The plaintiff demands payment for the treatment of a wound of defendant's wife.

The defendant says that he has a contract with the plaintiff for two beavers a year.

The plaintiff replies that he made an agreement with the defendant in regard to the accidents which would occur naturally, but not about wounds which were inflicted deliberately, as this one was, offering to prove the same.

The defendant likewise offers to prove the contrary.

The court, having heard the parties, orders them respectively to bring in their evidence on the next court day.

Christoffel Davids, plaintiff, against Jacob Adriaensen *Neus*, defendant.

The plaintiff demands payment of *f*423:10:--.

The defendant admits the debt but claims that he does not have to pay

it until the next month of August, when he promises to pay, binding his house here as security for the payment.

Having heard the parties, the court orders the defendant to pay the plaintiff the aforesaid sum promptly in August, according to his offer.

Baefie Pietersen, plaintiff, against

2d default. *Jan de Cuyper*, defendant.

1st default. *Dirck de Gojer*, defendant.

1st default. *Egbert Timmerman*, defendant.

1st default. *Claes van den Berch*, defendant.

Harmen Jacobsen, plaintiff, against *Jan Eerhaers*, defendant.

The plaintiff demands payment of a note and defendant's account.

[51] The defendant denies that he owes so much, as he paid a part of the amount.

The court orders the parties to settle with each other as far as possible and to appear before the court in regard to any difference that may remain between them.

Ordinary Session Held in Fort Orange March 20, 1657

President, J. La Montagne

Rutger Jacobsen

Anderies Herbertsen

Jacob Schermerhoorn

Philip Pietersen

magistrates

Jan Lambertsen, plaintiff, against *Jan Gaeuw*, defendant.

Default. The defendant failing to appear, default is entered against him.

Jochim de Backer, plaintiff, against *Mr. van Hamel*, secretary of the colony of *Rencelaerswijck*, defendant.

The plaintiff complains that the defendant put more in the contract of sale than had been agreed upon by the parties, to wit, that the oven must be repaired by the purchaser and be used as it then was.

The defendant produces the Hon. *Gerrit Swardt*, *schout* of *Rencelaerswijck*, and *Johannes van Twillert* as witnesses, who declare that it was stipulated that the plaintiff and grantor [52] would deliver to the

purchaser the bake oven fit to be used by plastering it on the outside, but was not to put any new bricks in it.

The parties having been heard, the court orders that the contract of sale shall take effect.

Baefie Pietersen, plaintiff, against

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| Default for the second time. | } | <i>Jan de Cuyper</i> Dirck de Gojer Claes van den Berch Egbert Sandersen, | } defendants |
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The defendants failing to appear for the second time, default is entered against them.

The officer, plaintiff, against

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| Claes Hendericksen Meeuwes Hoogenboom Gijsbert van Loenen, | } | } defendants |
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The plaintiff says that Jan Daniel, the deputy *schout*, reported to him that on the 7th of March, being the day of prayer ordered by the honorable director general of New Netherland and proclaimed here, the defendants played hockey on the ice, demanding therefore that the said defendants be condemned to pay the fine indicated in the ordinance.

The defendants, appearing, maintain that they did not play hockey and promise to prove it.

The parties having been heard, the court orders the defendants to produce their evidence on the next court day.

The officer, plaintiff, against

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|---|---|--------------|
| Jan Joosten Jan Roeloffsen Adriaen Claessen Henderick Bierman Claes Ripsen Pieter Maecker Arent vanden Berch Harmen Jacobsen Albert <i>de Timmerman</i> | } | } defendants |
|---|---|--------------|

The plaintiff says that it has been reported to him by [53] Johan Daniel, deputy *schout*, that the defendants after the ringing of the bell were found

drinking in the tavern of Albert *de Timmerman*.

The defendants being unable to deny it, the court condemns them to pay the fine mentioned in the ordinance, to wit, each person *f*3:— and Albert Gerritsen *Timmerman*, innkeeper, the sum of *f*12:—

Appeared in court the Reverend Domine Gidion Schaets, who complained that Cornelis Teunissen Bosch had slandered him and injured him in his reputation and calling by claiming that he had seen the minister drunk at times.

And about Marretie, the wife of the aforesaid Cornelis Teunissen, for saying, “Those who are willing to feast and gorge themselves with the Domine are his friends and because I do not want to do it, I am a child of the devil. If I only could sit in church with a book before me, like the hypocritical devils, I would be a child of God, but because I refuse to do it, I am a child of the devil; but let me be a child of the devil.”

Appeared before the court, Claes Hendericksen van Uytrecht, Claes van Rotterdam and Cornelis Janssen, who at the request of Domine Gidion Schaets jointly declared that being at the house of Rutger Jacobsen, on the 19th of February last, they heard Marretie, Cornelis Teunissen’s wife, being drunk, say, “Those who are willing to revel and feast with the Domine are his friends and because I do not want to do it, I am a child of the devil. But if I could sit in church with a book before me, as the hypocritical devils do, I would be a child of God, and because I refuse to do it, I am a child of the devil. But let me be a child of the devil.”

The curators of the estate of Jacob Luyersen, deceased, plaintiffs, against Willem Janssen Stoll, defendant.

[54] The plaintiffs demand payment of the sum of *f*101:—, in which the defendant is found to be indebted on the books of Jacob Lyersen, deceased.

The defendant claims that he paid of this amount to Pieter Bronck, for the widow of Jacob Luyersen, deceased, the sum of eighty guilders.

The court, having heard the parties, orders the defendant to bring proof of his payment on the next court day.

The curators of the estate of Jacob Luyersen, deceased, plaintiffs, against Huybert Janssen, defendant.

The plaintiffs demand payment of the sum of *f*10:11.

The defendant admits the debt.

The court orders the defendant to pay the acknowledged debt within the space of ten days.

Extraordinary Session held in Fort Orange
April 14, 1657

Interrogatory of Hans Vos, residing at Katskill, conducted at the request of the officer, J. La Montagne, before the Hon. Anderies Herbertsen and Jacob Schermerhoorn, magistrates of the said court, April 14, Anno 1657.

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| 1. How old he is and where born? | 1. Answers, 40 years and born at Leunenborch.* |
| [55] 2. Whether last fall, being assisted by Michiel, his servant, he did not get two <i>ankers</i> of anise water at the rift of Katskil? | 2. Answers, No. |
| 3. From whom he received or bought the same? | 3. Answers as above; did not get any. |
| 4. Whether he did not sell the same to the Indians and to the Christians? | 4. Answers, No. |
| 5. Whether he, Hans Vos, did not order Michiel, his servant, to get another <i>anker</i> of anise water out of a canoe and whether he took the said anker to his house? | 5. Answers, No. |
| 6. Whether shortly afterward there was not another <i>anker</i> of anise water in his house? | 6. Answers, That during the whole fall he has not had any wine except one <i>anker</i> from Eldert de Gojer and a half <i>anker</i> from Lourens Lourensen. |
| 7. Whether he did not say, in the presence of <i>Lange</i> Gijsbert, If anyone denounces me or blabs that I sell, or have sold, any wine to the Indians, I'll tie a rope with a stone around his neck and throw him into the kill? | 7. Answers: No. |

* Lüneburg in Hanover, Germany

8. Whether in the evening, before the trouble occurred, he did not sell some ten *kan* of brandy to the Indians? 8. Answers, No.

[56] 9. Whether after the accident had taken place he did not give to the said Indians a keg full of wine, containing seven or eight *kannen*? 9. Answers, No.

Femmetien Albertsen, appearing before the aforesaid magistrates at the request of Hans Vos, declares that the Indians, having come into his house at Katskil, wanted to force Jan Anderiessen, her brother-in-law, to get a bottle of brandy at Hans Vos's, which they said they had paid for.

Ordinary Session Held in Fort Orange
April 17, 1657

President, Johannes Lamontagne
Rutger Jacobsen
Anderies Herbetsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

Jan Lambertsen, plaintiff, against Jan Gouw, defendant.

The plaintiff demands payment of the sum of *f*29:15, for work done for the defendant, of which he has received 4 *schepels* of wheat.

The defendant admits that the plaintiff worked for him twelve days at *f*2:— a day, amounting to *f*24:—, for which he paid the plaintiff 8 *schepels* of wheat at *f*3:— a *schepel*, so that he claims that he paid the plaintiff in full.

The court orders the parties to prove their statements on the next court day.

[57] Claes Janssen, that is to say Jacobsen, plaintiff, against Jochim *de Backer*, defendant.

The plaintiff demands payment of forty-two and a half beavers by virtue of a judgment by default.

The defendant admits the debt, but says that the time does not expire until the last of the month.

The parties having been heard, the court orders the defendant to pay the forty-two and a half beavers to the plaintiff on the end of the following July.

Willem Albertsen, plaintiff, against Storm Albertsen, defendant.

The plaintiff demands payment of f30:– for wages.

The defendant says that he has a counterclaim.

The court orders the parties to settle their accounts before two arbitrators to be chosen by them respectively.

Steven Janssen, plaintiff, against Egbert Sandersen, defendant.

The plaintiff says that he has had the defendant's money in the hands of Adriaen Appel attached and caused the said defendant to be summoned to hear the reason of the attachment.

Default. The defendant failing to appear, default is entered against him and the attachment provisionally declared valid.

Jan van Hoesem, plaintiff, against Geertruy Jeronimus, the wife of Jochim *de Backer*, defendant.

The parties having respectively declared that they desist from the further production [of testimony].

The court grants the parties papers to cease and desist.

Jan Tomassen, appearing before the court, complains to it that the officer through the court messenger has forbidden him to proceed with the construction of a shed, which he is building on his lot.

[58] The officer says that, having heard that the same was being erected contrary to the survey and orders of the director and the magistrates, he had forbidden it.

Jan Tomassen says that he built the shed for the accommodation of the Indians and promises to tear it down within the space of three months.

The court prohibits Jan Tomassen from using the aforesaid shed for the space of three months.

Ordinary Session Held in Fort Orange
April 24, 1657

President, Johannes Lamontagne
Rutger Jacobsen
Anderies Herbertsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

Jan Lambertsen, plaintiff, against Jan Gouw, defendant.

The plaintiff demands payment of *f*18:10:– for wages.

The defendant admits that he owes *f*12:–.

The court having heard the parties, orders the defendant to pay the plaintiff the sum of *f*12:– and one half of the costs.

Baefje Pietersen, plaintiff, against Jan *de Cuyper*, defendant.

The plaintiff says that she caused the defendant to be cited for the third time to obtain payment of the sum of *f*25:– for wine and beer consumed by the defendant at her house, and as he remains in default, she requests that he be ordered to pay the plaintiff the sum of *f*25:–, according to her account, which she produces, and the costs of the suit estimated at *f*3:2:–. [59] The defendant failing to appear for the third time, he is by default condemned to pay the plaintiff the sum of *f*25:–, demanded within the space of eight days, under penalty of attachment, and the costs of the suit estimated at *f*3:2:–.

Baefje Pietersen, plaintiff, against Meuwes* Hoogenboom, defendant.

The plaintiff says that she had the defendant cited for the third time to obtain payment of *f*38:10: for wine and beer consumed by the defendant at her house, and as he remains in default, she requests that he be ordered to pay the sum demanded according to her account, which she produces, and the costs of the suit.

The defendant failing to appear for the third time, he is by default condemned to pay the sum demanded, to wit, *f*38:10:–, to the plaintiff within the space of eight days, under penalty of attachment, with costs of the suit, estimated at *f*3:12:–.

Baefje Pietersen, plaintiff, against Poulus Martensen, defendant.

The plaintiff says that she has had the defendant cited for the third

* Meuwes, or Meus, is an abbreviated form of Bartholomeus.

time to obtain payment of the sum of *f*56:— for wine and beer consumed by the defendant at her house, and as the defendant remains in default, she requests that he be ordered to pay the plaintiff the sum demanded according to the account, which she produces, and the costs of the suit, estimated at *f*3:12:—.

The defendant failing to appear for the third time, he is by default condemned to pay the plaintiff the sum of *f*56:— demanded within the space of eight days, under penalty of attachment, with the costs of the suit estimated at *f*3:12:—.

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| [60] Both parties in default. | Gerber[t] Gijsbertsen, plaintiff, against Abraham Vosborch, defendant. Poulyn, plaintiff, against Claes Teunissen and Marten, Corlaer's servant, defendant. |
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The officer, plaintiff, against

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| Poulyn Martensen Gerrit Slechtenhorst Harmen, <i>de Brouwer</i> Marten <i>Metselaer</i> Henderick <i>Bierman</i> , | } | defendants. |
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The plaintiff says that on the 19th of this month Pieter Bronck fought with Poulus Martensen and drew his knife in the house of Henderick *Bierman*, in the presence of Harmen *de Brouwer*, Gerrit Slechtenhorst, Marten *Metselaer*, Henderick *Bierman*, and others. Requests that the said defendants be examined in regard to the said deed.

Poulus Martensen, appearing before the court and being asked:

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| 1. Whether he fought with Pieter Bronck? | 1. Answers, Yes. |
| 2. Whether he saw Pieter Bronck draw his knife? | 2. Answers, That he cannot tell, as he was drunk. |
| 1. Harmen <i>de Brouwer</i> being questioned whether he was present when Pieter Bronck and Poulus Martensen were fighting? | 1. Answers, Yes. |

2. Whether he took Poulus Martensen's side against Pieter Bronck?

2. Answers, Yes.

[61] 3. Whether he did not see that Pieter Bronck drew his knife?

3. Answers, That he is not an informer and will not say it. Being asked again on the 26th ditto, he answered that Pieter Bronck drew his knife.

1. Gerrit Slechtenhorst being asked whether he was present when Pieter Bronck and Poulus Martensen fought together?

1. Answers, Yes.

2. Whether he did not see that Pieter Bronck drew his knife on Poulus Martensen?

2. Answers, No, as he went into the other room when they began to fight.

1. Marten *Metselaer*, being asked whether he did not see Pieter Bronck and Poulus Martensen fight together?

1. Answers, Yes.

2. Whether he did not see that Pieter Bronck drew his knife on Poulus Martensen?

2. Answers, No.

1. Henderick *Bierman* being asked whether he saw Pieter Bronck and Poulus Martensen fighting together?

1. Answers, Yes.

2. Whether he saw Pieter Bronck draw his knife on Poulus Martensen?

2. Answers, No. Being afterwards, on April 26, again examined, he answered that he saw that Pieter Bronck had his bare knife in his hand, but did not know what he intended.

[62] Interrogatory of Gijsbert Teunissen, residing at Katskil, cited at the request of Hans Vos, conducted on April 24, 1657, at the request of the officer of Fort Orange and the village of Beverwijck before the magistrates of the said jurisdiction.

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|---|---|
| 1. How old he is and where born? | 1. Answers, 34 years and born in Gelder[land]. |
| 2. Whether he ever saw or heard that Hans Vos sold some strong drink or brandy to the Indians at Katskil? | 2. Answers, Yes, that he saw it. |
| 3. Whether he ever heard that Hans Vos said, if there was anyone in his house who informed against him, he would tie a rope with a stone around his neck and throw him into the kill? | 3. Answers, That he heard him say, "If there is anyone in my house who informs against me, I'll throw him out of the door." |

Appeared before the court Michiel Verbruggen, residing at Klaverrack, lately servant of Hans Vos, in Katskil, who in the presence of Hans Vos confirmed the testimony given by him on the 5th of April 1657, in the presence of Lambert Janssen and Anderies de Vos.

[63] Extraordinary Session Held in Fort Orange
April 28, 1657

President, Rutger Jacobsen
Anderies Herbetsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

J. Lamontagne, in his capacity as officer, plaintiff, against Hans Vos, defendant.

The plaintiff says that many complaints have reached him from the inhabitants of Katskil about the sale of liquor to the Indians by the defendant, contrary to the ordinance issued by the honorable director

general and council of New Netherland.* He has therefore investigated the matter and caused several witnesses to be examined before the court and, as it appears from their answers to the interrogatories hereto annexed that the defendant is guilty thereof and this is a matter of dangerous consequence which cannot be tolerated in a land where justice prevails, he demands that the aforesaid defendant be condemned to pay the fine of *f*500:– and furthermore be banished from the jurisdiction of this court according to the ordinance, as an example to others.

The court, having examined the documents produced by the honorable plaintiff as well as by Hans Vos, defendant, and finding that the defendant is guilty of the charges brought against him, condemn him to pay a fine of *f*500:– and in addition banish him, as they do hereby, from the jurisdiction of the court for the period of three years, as an example to others. Thus done and adjudged in Fort Orange, on the date above written. Was signed: Rutger Jacobsen, Anderies Herbertsen, Jacob Schermerhoorn, and Philip Pietersen.

[64] Jan van Hoesem, plaintiff, against Geertruy Jeronimus, defendant.

The plaintiff complains that the defendant kicked his daughter, who was in her service, from behind when she stooped over, so that she discharged much blood contrary to nature and for a long time was confined to her bed, suffering great pain, as he shows by the report of the surgeon and the affidavit produced to that effect.

The court, having examined the respective documents that are produced, condemn the aforesaid defendant, Geertruy Jeronimus, to pay the sum of thirty guilders for the pain suffered by the daughter and the costs of the suit, valued at *f*4:16:–.

Actum in Fort Orange, April 28, 1657.

Was signed:

La Montagne,
Rutger Jacobsen,
Jacob Schermerhoorn,
Philip Pietersen.

* See LO, 258, for this ordinance.

Extraordinary Session, Tuesday
primo May 1657

In the place of Rutger Jacobsen and Anderies Herbetsen, retiring ordinary magistrates, and Dirck Janssen Croon, extraordinary magistrate, Captain Abraham Staets and Jan Tomassen, according to the copy of the resolution of the honorable director general and council of New Netherland, are chosen and confirmed as ordinary magistrates from the double number of those nominated, and Adriaen Gerritsen as extraordinary magistrate, who, being summoned by the court, have before the commissary taken the following oath of fidelity:

We, the undersigned, as chosen magistrates of the court of Fort Orange and the village of Beverwijck, [65] promise and swear in the presence of Almighty God that with our fellow magistrates we shall help to do true justice between man and man according to law, and furthermore, to the best of our knowledge and ability, promote and help execute all matters concerning the government. Also, that in every respect we shall be loyal and true to the lords states general of the United Netherlands and to the honorable directors of the Chartered West India Company, as well as to the honorable director general and council of New Netherland; promising further that we shall maintain here the Reformed Religion according to God's Word and the regulations of the Synod of Dordrecht, and not tolerate publicly any sects. So truly help us God Almighty.

After being congratulated, the aforesaid Captain Abraham Staets, Jan Tomassen, and Adriaen Gerritsen have this day taken their seats.

The retiring magistrates are released from their oath and thanked for their good services and the performance of their duties, with the promise that as to their honorarium of one hundred fifty guilders a year, their claim will be considered together with that of the present and future magistrates and that in due time, when the treasury is well supplied, they will be paid.

After deliberation, it is thought fit and decided that the annually retiring magistrates for the period of one year after their discharge shall be exempt from the ordinary duties of the burgher guard, but that nevertheless, being ordered to do so in case of need, they shall be held to attend to all extraordinary rounds and watches the same as other burghers,

according to the resolution passed on the first of May Anno 1657, confirmed by the honorable director and council of New Netherland.*

[66] Interrogatory of Martin *Bierkaker*,† conducted at the request of the officer of Fort Orange and the village of Beverwijck before all the magistrates.

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| 1. Whether he did not see Steven Janssen <i>Timmerman</i> , draw his knife on Seger Cornelissen? | 1. Answers, Yes. |
| 2. Whether he did not see the said Steven Janssen, carpenter, draw his knife on Seger Cornelissen and wound him? | 2. Answers, That he did not see Steven Janssen wound Seger Cornelissen with his knife, but did see that Seger Cornelissen was wounded. |
| 3. Who were present at the time? | 3. Answers, Pieter More, Jan,‡ Adriaen Appel and his wife,§ Willem Janssen Hap. |

Henderick Pietersen, plaintiff, against Tjerck Claessen, defendant.

The plaintiff demands payment for a certain horse sold to him, the time of which expired more than a year ago.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded within the space of one month and to furnish sufficient sureties for the payment to the satisfaction of the plaintiff and in addition to pay the costs of the suit, estimated at f18:—.

* There is no ordinance for this date on this subject in the records; the ordinance passed on January 30, 1657, states that retiring magistrates are exempt from guard duty for a period of one year and six weeks, *LO*, 300.

† Marten Hendricksen, tavern keeper, who came from Hamelwürden in Hanover, Germany.

‡ The remainder of this name was inadvertently omitted at the end of the line.

§ The wife of Adriaen Jansen Appel van Leyden was Maeriecke Rijverdinxs van Dansick.

[67] Ordinary Session held in Fort Orange
May 29, 1657

President, Johannes La Montagne
Jacob Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
magistrates

Sandert Leendersen, plaintiff, against Jacob Tijssen, defendant.

The plaintiff demands payment of the rent of his house, leased to the defendant until the first of May Anno 1657.

The defendant denies that he rented the said house for longer than he cared to live in it and claims that he vacated the said house in November Anno 1657.

The parties having been heard, the court orders them to prove their statements on the next court day. Meanwhile, the defendant is ordered to pay the rent of the house for as long as he lived in it.

Jacob Schermerhoorn, plaintiff, against Henderick Anderiessen, defendant.

The plaintiff complains that the defendant in the presence of some prominent people called him a thief, scoundrel, bloodhound, etc.

The defendant admits that he called the plaintiff names, but declares that he does not know what abusive things he said, as he was drunk.

The officer requests permission to interplead.

The parties having been heard, the court orders the plaintiff to prove his charges on the next court day. Meanwhile, the officer is granted an order permitting him to interplead.

[68] Jan Labite, plaintiff, against Gillis Pietersen, defendant.

The plaintiff demands settlement of his account for 100 pounds of nails, which he delivered to the defendant.

The defendant says that he offered to settle the account a year ago and that the plaintiff did not appear to pay his counterclaim.

The parties having been heard, they are ordered by the court to produce their respective accounts in order that judgment may be rendered as to the difference between them.

Frans Barense Pastoor, plaintiff, against Teunis *de Metslaer*, defendant.

The plaintiff demands payment in the sum of *f*21:--.

The defendant's wife,* appearing in the place of her husband, admits that she owes f9:– and no more.

The defendant, refusing to swear to her statement, the court, on the oath of the plaintiff, condemns her to pay the sum of f21:–.

Jan van Hoesem, plaintiff, against Mattheuwes Abrahamsen, defendant.

The plaintiff says that the defendant agreed to build his house at the hill, but has now abandoned it, after having received half the wages.

The defendant says that it is not his fault, but the plaintiff's, who would not allow him to work on it in the winter, and promises to take up the work again next Monday.

The court, in accordance with the offer made by the defendant, orders him to proceed with the work of the said house on Monday next.

[69] Jochim *de Backer*, plaintiff, against Willem Hoffmeyr, defendant.

The plaintiff demands that the defendant shall vacate his house, as he has sold it and must deliver it the last of May.

The defendant says that the house is not the plaintiff's but his own, as the plaintiff gave it to him at his wedding party for a lot which belonged to him by patent and on which the plaintiff built a house during the defendant's minority, the plaintiff being his stepfather and guardian.

The plaintiff produces a certain agreement entered into by the respectively chosen arbitrators from which it appears that the defendant released all his claim to the plaintiff for the sum of 700 odd guilders.

The court, having examined the agreement accepted by both parties, adjudge that the plaintiff, by virtue of the said arbitration, has the right to have the house in question vacated and orders the defendant to vacate it within the specified time.

Pieter Bronck, plaintiff, against Ulderick Kleyn, defendant.

The plaintiff demands payment of the sum of f395:–.

The defendant admits that he owes the plaintiff, but does not know how much and asks for an account.

The court orders the plaintiff to give the defendant an account, which the defendant is to pay within six weeks.

Pieter Bout, plaintiff, against Pieter Bosboom, defendant.

The plaintiff says that the defendant is bound to bake bricks for him for the period of ten months, exhibiting a contract made between the *Heer t'Hulter*, deceased, and the defendant.

* Egbertjen Egberts

[70] The defendant on the other hand produces an absolute release from *Juffrouw* Johanna, widow of the said *Heer* de Hulter, deceased.

The court, having examined the contract and the release, decide that the defendant is released from his contract by virtue of the release.

Pieter Bont, plaintiff, against Pieter Wollebrant, defendant.

The plaintiff demands payment of f68:–.

The defendant admits the debt.

The court orders the plaintiff to prove his claim on the next court day.

President, Jacob Schermerhoorn*

Philip Pietersen

Abraham Staets

Adriaen Gerritsen

magistrates

The officer, plaintiff, against Pieter Bronck, defendant.

The plaintiff demands that the defendant be fined f100:–, according to the ordinance† because on the 19th of April, at the house of Henderick *Bierman*, he drew his knife on Harmen, the servant of Jan Tomassen, in the presence of the said Henderick *Bierman* and other witnesses who, being examined before the court, have testified to the same.

The defendant says that he was quite drunk and therefore can neither admit nor deny the fact.

The court, having seen the witnesses produced, condemn the defendant to pay a fine of f100:– according to the ordinance.

The honorable officer, plaintiff, against Steven Janssen, defendant.

[71] The officer says that the defendant, on the 19th of April last, at the house of Marten *Bierkaker*, drew his knife and wounded Seger Cornelissen Wip with it in two places, as appears from the affidavit which he produces in court; demanding therefore that the defendant, according to the ordinance, be condemned to pay a fine of three hundred guilders, or to work for eighteen months in irons at hard labor.

The defendant admits having committed the deed, but claims that he was forced to do so in self-defense and promises to prove it on the next court day.

* The court session was suspended at this point so that Lamontagne could remove himself from the bench and serve in his capacity as prosecuting officer or *schout*; Thomassen also removes himself from the bench because of his involvement in the first case.

† See *LO*, 62, 324, for this ordinance.

The court orders the defendant to prove his statement on the next court day.

The court of Fort Orange and the village of Beverwijck, having heard the complaints of the community in regard to the trading with the Indians, in which they claim to have suffered great loss because by ordinance they are prohibited from employing any brokers; therefore, wishing to give the community satisfaction, the court consent for this year to the employment of Indian brokers to carry on the trade. *Actum* in Fort Orange, this 6th day of June Anno 1657.

Extraordinary Session Held in Fort Orange
June 7, 1657

President, Jacob Schermerhoorn
Captain Abraham Staets
Philip Pietersen
Adriaen Gerritsen
Henderick Jochimsen, lieutenant
Lambert v. Valckenborch, sergeant

Present: the magistrates of this court and the members of the court-martial of the burgher guard.

Pieter Jacobsen Bosboom complains that last Sunday evening, being the 4th of June, sitting in front of the guardhouse of the burgher guard, where he was lodging by permission of the magistrates, *Marten de Metselaer* came to him before the guard was set and asked him what had become of the candles? [72] Whereupon he answered that he did not know; to which Marten replied, "You took them." The plaintiff answered, "You lie." Marten immediately drew his sword and cut the plaintiff's head as he made a move to get up.

Marten Metselaer, being examined and asked why he wounded Pieter Jacobsen Bosboom, answers that he told him he lied and called him a rogue.

Lambert van Valckenborch, sergeant of the burgher guard, who was present, says that on coming to the guardhouse he ordered a candle to be lit. *Marten de Metselaer* stepping outside the guardhouse asked Pieter Jacobsen Bosboom where the candles were? To which question Pieter Jacobsen Bosboom answered, "I don't know." Marten replied, "You stole them." The aforesaid Pieter Jacobsen Bosboom then said, "You lie like a rogue and a scoundrel." The aforesaid Marten then drew his sword and cut the said Pieter Jacobsen Bosboom's head as he rose from his seat.

The court refers the matter to four magistrates, to wit, two from the

court and two from the court-martial, to render a decision in the case, namely, Jacob Schermerhoorn and Philip Pietersen Schuyler from the court and Captain Abraham Staets and Henderick Jochimsen, lieutenant, from the burgher guard.

[73] Ordinary Session Held in Fort Orange
June 11, 1657

President, Johannes Lamontagne
Jacob Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
Adriaen Gerritsen
magistrates

Anderies de Vos, plaintiff, against Poulus Leendersen, defendant.

The plaintiff demands payment for ninety-one pine planks delivered to the defendant by Adam Roelantsen, to whom the plaintiff sent them four years ago to have said planks sold on his account at the Manhatans by Henderick Anderiessen, requesting that the said Henderick Anderiessen by his order may be cited and examined in the matter, producing also a note signed Poulus Leendersen vande Grist, whereby he acknowledges the receipt from Adam Roelantsen of ninety-three planks, at 25 stivers apiece, and offers to give security for all further demands.

Appeared before the court, Henderick Anderiessen, who at the request of Anderies de Vos declared that about four years ago he was asked by the said Anderies de Vos to take some planks to the Manhatans and to deliver the same to Adam Roelantsen, to be sold there on account of Anderies de Vos, which the deponent did, having delivered the said planks to Adam Roelantsen.

The defendant admits the receipt of the planks and that he wrote and signed a promissory note for them, but declares that he did not use them for himself, but for the city of Amsterdam in New Netherland, protesting that, according to the great burgher right granted to the city of Amsterdam in New Netherland, he cannot be cited before [74] this court nor be attached.*

The court, considering the great loss which the plaintiff has suffered

* According to the privileges and exemptions of the great burgher right, established on January 30, 1657, for the city of New Amsterdam, a great burgher of the city was not subject to arrest by any inferior judges or courts of New Netherland; see *LO*, 300.

by being deprived of his money for so many years, as well as his present need and the fact that the promissory note is absolutely, without any restriction, made payable by the defendant, condemn the defendant to pay the sum of one hundred eighteen guilders, fifteen stivers to the plaintiff according to his own note, within the space of six weeks. Meanwhile, he is here, before his departure, to give sufficient security for the payment of the aforesaid sum, allowing him to bring such action for the recovery of the sum as the law may indicate.

On June 14, 1657, I, the court messenger of Fort Orange and the village of Beverwijck, served the above judgment on *Sr. Poulus Leendersen vander Grist* and read it to him in the name of the court, which said *Vander Grist* answered, "I appeal the judgment. I shall presently call on the *Heer La Montagne* to have the appeal entered."

Was signed: Lodovicus Cobus,
court messenger.

On June 14, 1657, there appeared before me, *Johannes La Montagne*, commissary of Fort Orange and the village of Beverwijck, etc., the Honorable *Poulus Leendersen vander Grist*, who declared that he appealed, as he appeals hereby, the judgment given against him by this court in the suit between him and *Anderies de Vos*, requesting a writ of appeal, which is granted him on condition that according to law he here pledge the sum in question either by depositing it with the court or by giving sufficient security. *Actum ut supra.*

[75] *Labite*, plaintiff, against *Jillis Pietersen*, defendant.

The defendant, failing to appear, default is given against him.

Default. *Pieter Bout*, plaintiff, against

Default. *De Backer, De Kuyper, and Juffrouw t'Hulter*, defendants.

Default. *Jacobus Teunissen*, plaintiff, against

Default. *Teuwes Abrahamsen*, defendant.

Pieter Bronck, plaintiff, against

Default. *Adriaen Appel*, defendant.

Egbertjen, wife of *Teunis Metselaer*, plaintiff, against

Default. *Jan Gouw and Poulus Jurcksen*, defendants.

Abraham Staets, plaintiff, against
Default. Harmen Jacobsen, defendant.

Default. Harmen Jacobsen, plaintiff, against
Default. Susanna *Bierkakers*,* defendant.

Frans Barentsen, plaintiff, against
Default. Jan van Breemen, defendant.

Tomas Janssen Mingael, plaintiff, against
Default. Jan Roeloffsen, defendant.

Default. Baefien Pietersen, plaintiff, against
Default. Willem Leendersen, defendant.

Default. Willem *Geelgieter*, plaintiff, against
Default. Claes Ripsen, defendant.

Marcelus Janssen, plaintiff, against
Default. Abraham Vosburch and Mattheus Abrahamsen, defendants.

Michiel Rombouts, plaintiff, against
Default. Poulus Jurcksen, defendant.

Rem Janssen, plaintiff, against
Default. Sijmon *de Backer*, defendant.

[76] Extraordinary Session Held in Fort Orange
June 16, 1657

President, Philip Pietersen
Abraham Staets
Jan Tomassen
Adriaen Gerritsen
magistrates

The honorable officer, plaintiff, against Henderick Anderiessen, defendant.

The plaintiff demands reparation for slander uttered by the defendant against the person of Jacob Schermerhoorn, magistrate of this court.

* Susanna Jansen, the wife of Marten Hendricksen *Bierkaecker*

The defendant produces his answer in defense and at the same time an affidavit by Jacob Janssen Stoll.

The court orders the defendant to give a copy of his answer and evidence to the plaintiff, who is to make replication thereto on the next court day.

The officer, plaintiff, against Steven Janssen, defendant.

The plaintiff says that the defendant, on the 19th of April last, in the house of Marten *Bierkaker*, drew his knife on Seger Cornelissen and wounded him with it in two places, for which crime the plaintiff had him summoned before the court. Having after some defaults appeared before the court, the defendant, after acknowledging the crime, claimed that he had drawn his knife in self-defense, whereupon the defendant was ordered to produce his evidence on the next court day. The plaintiff, therefore demands that the defendant produce his evidence, if he has any.

The defendant submits some testimony in his defense.

The court orders the defendant to furnish the plaintiff with a copy of his testimony.

[77] The officer, plaintiff, against Frans Barensen Pastoor, defendant.

The plaintiff says that on the 23d of April last, being in the company of Magistrate Jacob Schermerhoorn, the *Heer* Gerrit Swart, *schout* of Rencelaerswijck, Jan Verbeeck and Pieter Hartgers, former magistrates, he and the aforesaid persons saw the defendant in an angry mood, with a bare knife in his hand, making for Jacobus Teunissen, who, in order to escape his clutches, was forced to jump a fence.

The defendant admits the deed, but excuses himself by saying that an affront offered to him in his yard by Jacob Teunissen caused him to pursue him with a knife in his hand.

The plaintiff replies that the flight of the said Jacob Teunissen, who had no knife in his hand, proves sufficiently that he had committed no assault and demands therefore that he be fined one hundred guilders according to the ordinance.*

The court condemns the defendant to pay a fine of one hundred guilders cash according to the ordinance.

* See LO, 62, 324, for this ordinance.

The 16th of June 1657, the sachems of the three castles of the *Maquas* sent to the *Heer La Montagne*, vice director, the chief named Sasiadego, who requested in the name of the said sachems that they be heard the same day. Whereupon the vice director convened the court.

At which meeting appeared the three sachems of the three *Maquas* castles, who after the usual ceremonies made the following propositions:

[78] Firstly, they request us as old friends that we should accommodate them with some horses to haul logs out of the woods to repair their castles and that we should protect their wives and children here in the village in case they should be involved in war with the *Sinnekes*, offering on this proposition a string of sewant amounting to *f*16:12:–.

Secondly, as all three castles belong to the same nation and they are bound to help each other in time of need, which cannot well be done without warning each other of their distress, they ask that we should assist each of the castles with a cannon and that the same should be drawn by horses from here to the flats,* being eight [Dutch] miles† from here. Upon which proposition they presented another string of sewant, amounting to *f*16:9:–.

Thirdly, [they state] that in passing through on their way to the *Mahikanders* they called on us to renew the old friendship between us and them. Whereupon they offered a third string of sewant, amounting to *f*13:10:–.

The officer, plaintiff, against Jochim Wesselsen, defendant.

The plaintiff says that owing to Willem Hoffmeyer's failure to pay the sum of *f*500, which on October 6, 1656, he was by the honorable director general and the court condemned to pay, and for which sum the defendant and his wife became sureties, he has had *f*315:– of the aforesaid sum attached in the hands of Robbert Vastrick and requests that the attachment may be declared valid.

The defendant failing to appear, the court declares the attachment valid.

* *de Vlackte*, located along the Mohawk River at Schenectady

† approximately 22.4 English miles

[79] Ordinary Session held in Fort Orange
June 19, 1657

President, J. La Montagne
Philip Pietersen Schuyler
Abraham Staets
Jan Tomassen
Adriaen Gerritsen
magistrates

Pieter Bronck, plaintiff, against Adriaen Janssen van Leyden, defendant.

The plaintiff demands payment of the sum of *f*180:– which the defendant has owed him for two years for beer delivered to him.

The defendant being unable to appear on account of his illness and having asked the court messenger to appear for him, admits the debt and asks six weeks' delay of payment.

The court, considering the [length of] time [that the money has been due], condemns the defendant to pay the plaintiff the sum of *f*180:– demanded within the space of 14 days, under penalty of attachment.

Pieter Bronck, plaintiff, against Arent vanden Berch, defendant.

The plaintiff demands payment of the sum of *f*72:10:–.

The defendant admits the debt and offers to pay the same within the space of 14 days.

The court, having heard the confession and promise of the defendant, condemns him to pay the said sum of *f*72:10:– to the plaintiff within the space of 14 days.

Pieter Bronck, plaintiff, against Pieter Wollebrant, defendant.

The plaintiff demands payment of *f*68:–.

The defendant admits that he owes all but *f*24 of said sum.

[80] The defendant refusing to swear to his statement and the plaintiff taking the oath, the court orders the defendant to pay the aforesaid sum of *f*68:– within the space of six weeks.

Pieter Bout, plaintiff, against Pieter Jacobsen, defendant.

The plaintiff demands payment of the sum of *f*35:18.

The defendant says that he has a counterclaim.

The court orders the parties to settle with each other and to appear in court about the balance of their accounts, if there is any.

Frans Barenzen, former magistrate, appearing before the court, requests

payment of his honorarium, amounting for two years to the sum of f300:–, which sum the honorable director general promised to pay to each magistrate serving on the bench.

The magistrates, considering the nature of the promise, promise to pay the f300:– demanded as soon as the state of the treasury will permit.

On June 22, 1657, there appeared again the sachems, or chiefs, of the Mohawk castles, who asked the court for an answer to their propositions made on the 16th of this month.*Upon which request the court gave the following answer:

As to the first proposition, concerning the horses, the answer is that they have no horses of their own, but if they [the Indians] are willing to pay for them, they will try to persuade some people to accommodate them. As to lodging their women and children in the event [81] of an emergency with the *Sinnekens*, they are ready to do so for the sake of their old friendship, but they hope that it will not be necessary.

As to the second proposition, about the request for cannon, the answer is that the cannon do not belong to them, but to their superiors, who have given them to them for their defense, so that they can neither give them away nor loan them without their consent. They will write about it to the director general and await his reply.

As to the third proposition, about renewing the old friendship between us and them, the answer is that they are ready to maintain it and thank them for the favorable disposition which they show toward us.

Ordinary Session Held in Fort Orange June 26, 1657

President, J. Lamontagne
Jacob Janssen Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
Adriaen Gerritsen
magistrates

Rem Janssen, plaintiff, against Symon Volckersen, defendant.

The plaintiff demands payment of f100:– arising from the lease of

* See page 304 for these propositions.

his house, the term of which expired a year ago.

The defendant admits the debt, but declares that he cannot pay it in beavers and offers to pay the said sum in good, merchantable sewant, counted at f9:– for one beaver, within the space of eight days.

[82] The court orders the defendant, according to his offer and promise, to pay the sum of f100:– in good, merchantable sewant, counted at f9:– for one beaver, within the space of eight days.

Willem Hofmeyer, plaintiff, against Jochim Wesselsen *Backer*, defendant.

The plaintiff demands payment of the sum of six hundred guilders, according to the contract made between him and the defendant.

The wife, appearing instead of her husband, offers to pay according to the contract, to wit, if the plaintiff goes this year to Holland to pay in beavers; if not, to pay in sewant in the year 1658.

The court orders the plaintiff to be satisfied with the terms of his contract.

Tomas Janssen Mingael, plaintiff, against Jan Roeloffsen, defendant.

The plaintiff demands payment of the rent of his house, amounting to five beavers.

The defendant admits the debt.

The court condemns the defendant to pay the sum demanded within the space of six weeks.

Michiel Rombouts, plaintiff, against Poulus Jurcksen, defendant.

The plaintiff demands payment of three beavers.

The defendant admits the debt and promises to pay it within the space of eight days.

The court orders the defendant to pay according to his promise.

[83] Ordinary Session Held in Fort Orange
June 26, 1657

President, Philip Pietersen
Abraham Staets
Jan Tomassen
Adriaen Gerritsen
magistrates

The honorable officer, plaintiff, against Steven Janssen, defendant.

The plaintiff says that on the 19th of April the defendant drew his knife on Seger Cornelissen and wounded him with it, on account of which he had the defendant summoned on the 28th of May, who, appearing before the court, maintained that he had done it for cause, offering to prove it. Having thereafter appeared before the court on the [blank] of May, he produced two affidavits, from which it appears that he deliberately, and not because he was forced, drew his knife and wounded Seger Cornelissen with it, for which the officer demands that Steven Janssen, the defendant, be fined f300:–, according to the ordinance.*

The defendant failing to appear, default is entered against him.

The same officer, plaintiff, against Henderick Anderiessen, defendant.

The plaintiff says that the defendant, being in decent company, without any provocation, called Magistrate Jacob Schermerhoorn a scoundrel, a thief, and a bloodhound,† which charges, if untrue, gravely offend this court of justice and also the director and council of New Netherland who chose the said Schermerhoorn for such office, or else, if true, compel them not only to exclude the said Schermerhoorn from this court of justice but also to inflict corporal punishment on him, wherefore the plaintiff, as interpleader, demands that the defendant [84] prove that the said Schermerhoorn is a scoundrel, a thief, and a bloodhound, in order to institute his action accordingly.

The defendant says that he gave the officer an answer to the complaint of Jacob Schermerhoorn and at the time a deposition of Jacob Janssen, his brother-in-law, whereby he proves that he had occasion to do so, and requests time to secure further testimony.

The court grants the defendant eight days' delay to produce further evidence and meanwhile orders the officer to furnish a copy of his complaint, in order to proceed according to law.

* See *LO*, 62, 324, for this ordinance.

† This pejorative's connotation was much stronger in the seventeenth century, inferring that a person was bloodthirsty or prone to usury.

Ordinary Session Held in Fort Orange
July 4, 1657

President, Johannes Lamontagne
Jacob Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
Adriaen Gerritsen

Default. Jan van Eeckelen, plaintiff, against
Default. Christoffel Davids, defendant.

Mattheus Abrahamsen, plaintiff, against
Default. Jan van Hoesem, defendant.

Tryntie Koorninckx, plaintiff, against
Default. Carsten *de Noorman*, defendant.

Foppe Barentsen, plaintiff, against
Default. Cornelis Vos, defendant.

Willem Hofmeyer, plaintiff, against
Default. Jochim Wesselsen, defendant.

Claes Gerritsen, plaintiff, against
Default. Jan Dareth, defendant.

[85] Lowies Cobussen, plaintiff, against
Default. Jacob *de Loper*, defendant.

The *Heer* Jan Baptista van Rencelaer, plaintiff, against Pieter Bronck, defendant.

The plaintiff demands payment of *f*100:– in beavers, or twelve and a half beavers, and *f*426:– in sewant and also a balance of fifty guilders in sewant.

The defendant admits the debt and promises to pay the same in three weeks, or before the departure of the ships, which are now at the Manhatans.

The court orders the defendant to pay the plaintiff the sums demanded within the space of three weeks, according to his promise.

Jacob Janssen, plaintiff, against Henderick *de Backer*, defendant.

The plaintiff demands payment of the sum of *f*297:– in beavers.

The defendant admits the debt, but claims that he is not bound to pay more than two-thirds in beavers and one-third part in sewant.

The court orders the defendant to pay the plaintiff two-thirds of the sum demanded in beavers and one third part in sewant, counting three guilders, ten stivers for each *schepel* that he must pay in sewant.

Marcelus Janssen, plaintiff, against Mattheus Abrahamsen, defendant.

The plaintiff demands payment of the sum of *f*96:19:–.

The defendant admits the debt and promises to pay in the space of fourteen days.

The court orders the defendant to pay the sum demanded according to his promise within the period of fourteen days, under penalty of attachment.

Marcelus Janssen, plaintiff, against Trijntie Kooninckx, defendant.

The plaintiff demands payment of a certain sum arising from the tapsters' excise.

The defendant says that the administrators of the estate have been appointed to whom the plaintiff must apply.

[86] The court refers the plaintiff to the curators appointed to administer the estate of Jacob Luyer, deceased, to obtain payment.

Marcelus Janssen, plaintiff, against Lowies Cobussen, defendant.

The plaintiff demands payment of the sum of *f*38, arising from the farming of the excise.

The defendant admits the debt and asks six weeks' time in which to pay the aforesaid sum.

The court orders the defendant to pay the sum demanded within the space of six weeks, under penalty of attachment.

The Honorable Rutger Jacobsen, appearing before the court, declares that he sold his yacht to Harmen Jacobsen Bambus and has been unable to obtain any payment from him. He requests that the said yacht be attached here, as the said Harmen Jacobsen stays away from this place.

The court orders the attachment of the said yacht here in the name of the Hon. Rutger Jacobsen.

Albert *de Rademaker*, appearing before the court, complains that Harmen Jacobsen Bambus, who owes him 20 beavers and *f*150:– in sewant, absents himself from here and keeps himself in hiding in the Esopus. He requests that the said Harman Jacobsen be brought here at the expense of the party who shall prove to be in the wrong. *Fiat*.

The honorable officer, plaintiff, against Henderick Anderiesen, defendant.

The defendant asks time to produce his evidence. *Fiat*.

[87] Ordinary Session Held in Fort Orange
July 10, 1657

President, Johannes Lamontagne
Philip Pietersen
Abraham Staets
Adriaen Gerritsen
Magistrates

Jan van Eeckelen, plaintiff, against
Default. Foppe Barentsen, defendant.

Willem Hoffmeyer, plaintiff, against
2nd Default. Jochim Wesselsen, defendant.

Jacob Tijssen, plaintiff, against
Default. Jan Gouw, defendant.

Daniel Rinckhout, plaintiff, against
Default. Leendert Philipsen, defendant.

Claes Gerritsen, plaintiff, against
2nd Default. Jan Darech, defendant.

Teuwes Abrahamsen, plaintiff, against
Default. Jan Gouw, defendant.

Pieter Jacobsen, plaintiff, against
Default. Cornelis Vos, defendant.

Lourens Lourensen, plaintiff, against
Default. Henderick *Bierman*, defendant.

Frans Cooninck, plaintiff, against
2d Default. Huybert Janssen and Karsten *de Noorman*, defendants.

Jaques *de Fransman*, plaintiff, against
Default. Pieter Stevensen, defendant.

[88] Rutger Jacobsen, plaintiff, against Henderick *Bierman*, defendant.

The plaintiff, stating that he sold his yacht to Harmen Jacobsen, who is now absent, requests that the excise due by the defendant, of which he [Harmen] is the farmer, and furthermore all other means of the said Harmen Jacobsen in the hands of the defendant, be attached for the benefit of the plaintiff.

The defendant agrees and promises to render an account of all the property of Harmen Jacobsen which is in his hands.

The court enjoins the defendant from letting any property of Harmen Jacobsen go out of his hands and from paying out any money, except by order of the court.

Jan van Eeckelen, plaintiff, against Kit Davidtsen, defendant.

The plaintiff demands payment of *f*172:16:– in beavers.

The defendant admits that he owed the plaintiff the aforesaid sum, but maintains that in payment he assigned to him a note for *f*152:– due to him by Cornelis Slecht, which the plaintiff accepted, and offers to pay the balance of *f*20:16.

The court, having heard the parties, orders the plaintiff to be satisfied with the note given to him for the sum of *f*152:–, which he accepted, provided that the defendant pay him *f*20:16.

Volckert Janssen, plaintiff, against Cornelis Teunissen, defendant.

The plaintiff demands payment of *f*852:15:–, for which the defendant is surety.

[89] The defendant acknowledges his obligation as surety and asks for extension of time of payment.

The court orders the defendant to pay within the space of six weeks.

Extraordinary Session Held in Fort Orange July 11, 1657

President, J. Lamontagne
Jacob Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Daniel Rinckhout, plaintiff, against Leendert Philipsen, defendant.

The plaintiff says that he made a verbal contract with the defendant whereby the defendant was bound to accept all the sewant which the plaintiff was to receive in the space of two months and to give for it beavers at the rate of $f10:6$ per beaver, in accordance with which the plaintiff brought about two hundred seventy guilders in sewant to the defendant's house and left it there in his absence, which sewant the defendant nine days later sent back. He demands therefore that the defendant be ordered to fulfill the contract and to accept the sewant that the plaintiff has received and will still receive during the aforesaid time and satisfy him for it.

[90] The defendant acknowledges the contract, but says that the plaintiff did [not] deliver the sewant to him within the time agreed upon.

The plaintiff replies that the period of two months has not yet expired.

The parties having been heard, the court condemns the defendant to fulfill his contract and to pay the plaintiff the sum of about $f270:-$ in beavers at the rate of $f10:6:-$ for each beaver, and according to the contract to accept all the merchantable sewant which the plaintiff shall receive until the end of the term of the said contract and furthermore to pay the costs of the extraordinary session.

Extraordinary Session Held in Fort Orange July 11, 1657

President, Johannes La Montagne
Jacob Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen

Pieter Jacobsen, plaintiff, against Cornelis Vos, defendant.

The plaintiff demands payment of 29 whole beavers, which the defendant owes him according to a note which he produces in court, with the interest thereof for the period of one year since the expiration of the term of payment. He demands that the case be expedited, as he is an [91] inhabitant of Amsterdam in New Netherland, and cannot come here to attend to his business without suffering considerable loss.

The defendant acknowledges the note and the debt and offers to pay the same promptly in a month.

The court orders the defendant to pay the plaintiff the 29 whole

beavers demanded promptly within the space of one month, under penalty of paying the expenses and loss which the plaintiff may suffer by reason of his failure to pay, together with the costs of the extraordinary session of the court.

Appeared before me, Johannes La Montagne, commissary of Fort Orange and the village of Beverwijck, the Honorable Rutger Jacobsen, and Gerrit Bancker, who offer themselves as sureties for the person of Jurriaen Janssen as far as the payment is concerned of the civil fine which the honorable members of the court may impose on the aforesaid Jurriaen Janssen. *Actum* in Fort Orange, July 20, 1657.

Was signed:

Rutger Jacobsen
Gerrit Bancker

[92] Ordinary Session Held in Fort Orange
July 17, 1657

President, Johannes Lamontagne
Jacob Schermerhoorn
Jan Tomassen
Goossen Gerritsen

Tjerck Claessen, plaintiff, against
Default. Henderick Gerritsen, defendant.

Default. Claes Hendericksen, plaintiff, against
Default. Harmen Bambus and Dirck Bensick, defendant.

Jacob Tijssen, plaintiff, against
Default. Jan Gaeuw, defendant.

Default. Gijsbert van Loenen, plaintiff, against
Teuwes Abrahamsen, defendant.

Jan *de Wever*, plaintiff, against

Default. { Willem Hap,
Pieter Stevensen,
Henderick Claessen
Arent vanden Berch, } defendants.

Mr. van Hamel, plaintiff, against
Default. *Lambert van Valckenborch*, defendant.

Default. *Willem Albertsen*, plaintiff, against
Default. *Huybert Janssen*, defendant.

Default. *Adriaen Janssen van Leyden*, plaintiff, against
Default. *Willem Albertsen*, defendant.

Jan van Hoesem, plaintiff, against
Both in default. *Henderick Gerritsen* and *Anderies van Sluys*, defendants.

Tomas Cooninck, plaintiff, against

Default. { *Gijsbert van Loenen* }
{ *Claes vanden Berch*, } defendants.

[93] *Teunis Templier*, plaintiff, against
Default. *Henderick Bierman*, defendant.

Jaques Tijssen, plaintiff, against
Pieter Stevensen, defendant.

The plaintiff demands payment of two beavers, for rent of his house.

The defendant admits the debt and offers to pay in good sewant at the rate of *f*10:– to one beaver, or in beaver value in specie, within the space of three weeks.

The court orders the defendant to pay the sum demanded in three weeks, according to his promise.

Stoffel Janssen, plaintiff, against *Jan van Hoesem*, defendant.

The plaintiff demands payment of 28 beavers, for which sum he has had attached a certain number of beavers in the hands of *Cornelis Teunissen*, due to the defendant.

The court orders *Cornelis Teunissen* to put the attached beavers, to the value of 28, into the hands of the plaintiff, in lieu of payment by the defendant, as soon as his time to make payment shall have expired.

Mattheus Abrahamsen, plaintiff, against *Jan Gouw*, defendant.

The plaintiff demands payment of three beavers for wages and the costs of the suit.

The defendant, failing to appear for the third time, is because of his contempt ordered by the court to pay the three beavers demanded, together with the costs of the suit, rated at *f*4:–.

Jan Labatie, plaintiff, against Gillis Pietersen, defendant.

[94] The plaintiff demands an account and payment for 100 pounds of nails furnished by him to the defendant.

The defendant offers to pay for 50 pounds of the said nails and to give therefor two and a half beavers, presenting at the same time his account.

The plaintiff accepts the offer.

The court, in accordance with the respective offer and acceptance, orders the defendant to pay the plaintiff for the 50 pounds of nails, two and a half beavers. As to the account, it is ordered that the parties shall each choose an arbitrator to settle the same.

Volckert Janssen, plaintiff, against Pieter Stevensen, defendant.

The plaintiff demands payment of f111:– in sewant.

The defendant admits the debt and promises to pay in four weeks.

The court orders the defendant according to his promise to pay the sum demanded in four weeks.

Pieter Adriaenssen, plaintiff, against Mattheus Abrahamsen, defendant.

The plaintiff demands payment of f46:–, for expenses incurred for board.

The defendant demands an account of the sum.

The court orders the plaintiff to render an account to the defendant and condemns the defendant to pay the plaintiff the sum agreed upon within the space of 15 days.

Claes Gerritsen, plaintiff, against Jan Dareth, defendant.

The plaintiff demands the return of a gun for which he ordered a new gunstock to be made by the defendant.

The defendant answers that it was stolen from him by the Indians and offers to replace it by a new gun, or else to pay the value of it in beavers.

[95] The plaintiff accepts the gun on condition that he may try it. *Fiat*.

Philip *de Brouwer*, plaintiff, against Jan van Hoesem, defendant.

The plaintiff demands payment of the sum of f150:– in beavers, according to the defendant's promise.

The defendant admits the debt and promises to pay the same in six weeks, or before the departure of the ships for the fatherland.

The court orders the defendant to pay the sum demanded, within the space of six weeks, according to his promise.

Pieter *de Maecker*, plaintiff, against Dirck Bensick, defendant.

The plaintiff demands payment of 23 beavers for wages. He declares that he has had four beavers in the hands of Dirck Janssen attached and

asks that the attachment be declared valid.

The wife of Dirck Bensick* appearing in the place of her husband admits the debt and requests an extension of time until the return of her husband.

The plaintiff replies that he is about to leave and cannot wait such an indefinite length of time.

The court orders the defendant's wife to pay the sum demanded, or the balance thereof, within the space of six days, under penalty of attachment.

Rutger Jacobsen, appearing before the court, requests that the yacht which he sold to Harmen Jacobsen and which, the said Harmen Jacobsen being a fugitive from justice, has been sent here, may be used by him to carry freight, offering to deposit the rental until a decision is rendered in the case.

The court grants the request.

Pieter *Maecker*, requests that the two beavers' worth of hardware which he has furnished for the church may be credited to him against the *f*20:— which he promised to give toward the building of the church. *Fiat*.

[96] The officer, plaintiff, against Pieter Bronck, defendant.

The plaintiff says that having been informed that the defendant, on the 17th of this month, contrary to the ordinance, † was seen in the woods [with some Indians], luring them on and going with them into the village, he has had the defendant summoned to find out the truth of the matter.

Pieter Bronck, the defendant, declares that on the 17th of this month he saw a Christian in the woods with a band of Indians, but does not know where he or the Indians went.

Being asked by the court to give the name of the person, he answers that he is not an informer and will not give the name of the person.

The court orders Pieter Bronck, within the space of twenty-four hours, under the penalty of fifty guilders, to give the name of the person or to take an oath that he does not know the person.

* Catalijn Samsons; after the death of Bensingh she married Harmen Thoomassen, master shoemaker.

† See *LO*, 63, for the original prohibition against going into the interior to trade with the Indians.

Extraordinary Session Held in Fort Orange
July 18, 1657

President, Johannes La Montagne
Jacob Schermerhoorn
Philip Pietersen
Master Abraham Staets
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Dirck Keyser, plaintiff, against
Jan Roeloffsen, defendant.

The plaintiff demands payment of thirteen beavers for merchandise that was delivered to the defendant and his partner, Jacobus Loockermans.

The defendant claims that his partner, Jacobus Loockermans, paid the beavers that were demanded and produces a daybook in which was written by way of memorandum that thirteen beavers were received and paid.

[97] The plaintiff produces his book, showing by the defendant's account that the defendant still owes the plaintiff thirteen beavers.

The court, having heard both parties and examined both the books, asks the defendant to swear to them, which he refuses to do, demanding that according to law the plaintiff swear to his book, which he does in our presence.

The court, therefore, condemns the defendant to pay the number of thirteen beavers demanded, cash, and in addition the costs of the suit, estimated at 28 guilders.

Extraordinary Session Held in Fort Orange
July 19, 1657

President, Johannes La Montagne
Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Adriaen Gerritsen
magistrates

Goossen Gerritsen, plaintiff, against Jurriaen Janssen, defendant.

The plaintiff complains that the defendant has boasted and spread the rumor that he was engaged to Annetie Lievens, his own betrothed, as the defendant said in the plaintiff's presence. He requests that the defendant prove his statement, or else for defamation of his neighbor's honor be ordered to make honest reparation.

The defendant admits that he never pledged his troth to Annetie Lievens, nor that she pledged her troth to him, and that Cornelis Teunissen urged him to say that he was engaged to Annetie Lievens and offers to prove that the said Cornelis Teunissen said: "I am glad that Jurriaen Janssen is to keep his word." [98] He furthermore admits that after having confessed in truth before the consistory that he was not engaged to Annetie Lievens, he maintained in the presence of Goossen Gerritsen, the plaintiff, that he was engaged to her, at the instigation, as he said, of the said Cornelis Teunissen, which assertion he declared to be true, praying forgiveness of the plaintiff.

The court, having heard the parties, orders Jurriaen Janssen, the defendant, in view of the seriousness of the matter, to remain under arrest in the fort until he furnishes sufficient security for proof in the case. Meanwhile, he is ordered to prove that Cornelis Teunissen instigated him to the said deed.

Upon the petition presented to the court by Leendert Philipsen, praying that a committee be appointed to determine the quality of the sewant which he is to receive from Daniel Rinckhout under a judgment of the 11th of this month, the court has authorized the Honorable Sander Leendersen and Pieter Hartgers to determine, after inspection of the sewant in question, which of it is current and which not. *Actum* in Fort Orange, the 19th of July 1657.

Ordinary Session Held in Fort Orange
July 28, 1657

President, J. Lamontagne
Jacob Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Harmen Jacobsen, plaintiff, against

| | | | |
|----------|---|--|---------------|
| Default. | { | Abraham Vosburch, Willem Hofmeyer, Marten <i>Metselaer</i> , Tjerck Claessen, Henderick Gerritsen, Stoffel Davids, Claes Ripsen, Claes Janssen, Poulus Jurcksz, and Pieter Meessen | } defendants. |
|----------|---|--|---------------|

[99] Jan *de Wever*, plaintiff, against
Default. Pieter Stevensen, defendant.

Harmen Jacobsen, plaintiff, against Henderick *Bierman*, defendant.

The plaintiff demands restitution of the farmer's book.

The defendant says that the book in his custody was attached by order of the burghers in charge of the farming out of the aforesaid excise while the plaintiff was away from here.

The court orders the defendant, Henderick *Bierman*, to retain the excise book in his hands and to collect the excise, as the plaintiff left the said excise uncollected, provided that the defendant shall render an accounting of the profit of the said excise to the court, at the expiration of the term, in the presence of the plaintiff and the sureties.

Idem Harmen Jacobsen, plaintiff, against Henderick *Bierman*, defendant.

The plaintiff demands payment of seventeen and a half beavers.

The defendant admits the debt and promises to pay within six weeks.

The court, having heard the defendant's admission and promises, condemns the defendant to pay the sum demanded within six weeks, under penalty of attachment.

Idem Harmen Jacobsen, plaintiff, against Pieter Bronck, defendant.

The plaintiff says that he has had the money in the hands of Jan Tomassen, which was attached by the defendant, reattached in the said hands, as the defendant had agreed to take it or accepted it in payment of a certain debt and then, by means of a new account, had tried to have the said account, which was to be paid in beavers, [100] serve in payment of his last claim against Kit Davids, leaving the payment of this last claim, which was to be in sewant, to the plaintiff. He produces a deposition of Henderick *Bierman* and Evert Noldinck, in which they attest that the defendant, Pieter Bronck, after the liquidation of accounts, agreed to demand payment from Kit Davids.

The defendant denies that he made any such agreement.

The court orders Henderick *Bierman* and Evert Noldinck to confirm their affidavit by oath in the presence of the court or in the presence of two magistrates.

Idem plaintiff, against Barent Albertsen, defendant.

The plaintiff demands payment of six beavers for a barrel of meat.

The defendant admits the debt.

The court orders the defendant to pay within six weeks.

Idem plaintiff, against Jacob *Loper*, defendant.

The plaintiff demands payment of six and a half beavers for a cart.

The defendant denies that the plaintiff delivered the cart to him, but admits that he bought it.

The court orders the defendant to pay the six and a half beavers within the space of 14 days, under penalty of attachment.

Jan Eerhaer, plaintiff, against Kit Davidsen, defendant.

The plaintiff demands payment of the sum of *f*248:--.

The defendant admits that he did owe the sum demanded, but says that he paid *f*32:-- on account and offers to pay the balance within the space of fifteen days.

[101] The court orders the defendant to pay the balance within the space promised by him, under penalty of attachment.

Jan van Eeckelen, plaintiff, against Foppe Barentsen, defendant.

The plaintiff demands payment of *f*22:-- for wages and some materials delivered by him.

The defendant admits that he owes the plaintiff for the making of three coats, but claims that the defendant did not earn as much as that making them.

The court, having heard the parties, orders Jan Verbeeck and Jacob Tijssen, who have knowledge of such matters, to judge of the wages demanded, wherewith the parties are to be satisfied.

President, Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Adriaen Gerritsen

The honorable officer, plaintiff, against Jacob Loockermans, defendant.

The plaintiff says that on the 22d day of July of this year, 1657, being a Sunday, the defendant, deliberately and without any occasion, shamefully cut Meuwes Hoogenboom with his knife, so that the said Meuwes Hoogenboom will be disfigured all his life, the wound extending from the left side of his forehead to the lower lip and reaching down to the bone. And whereas such a deed is against the ordinance of the high and mighty lords the states general and contrary to the placards published here,* the plaintiff, in his official capacity, demands that the defendant, in accordance with the aforesaid ordinance and placards, be condemned to pay a fine of three hundred guilders and in addition be ordered to compensate the patient for his suffering and lost time and to pay the surgeon's fee, or, in default thereof, that the defendant, instead of being sent to prison, be employed in the hardest labor which can be found in this country for the space of eighteen months.

The defendant admits having committed the deed and sues for pardon.

[102] The court, having heard the defendant's confession and seen the depositions of six irreproachable witnesses, who jointly attest that the defendant, deliberately and without cause, shamefully disfigured Meeuwes Hoogenboom with his knife, condemns the said Jacob Loockermans, in accordance with his confession and the testimony produced, to pay the sum of three hundred guilders and compensation for pain, lost time, board, and medicines of the interested party, which sums he is to pay while in irons, or, in default thereof, he is condemned to earn the said sums by the hardest kind of labor during the space of eighteen months, according to the ordinance.

Jurriaen Janssen, appearing in person before the court, declared in the presence of Goossen Gerritsen that the words which he spoke to the aforesaid Goossen Gerritsen, to wit, that he was engaged to Annetien Lievens, the present fiancée of Goossen Gerritsen, were false, and

* See *LO*, 62.

begged forgiveness of the said Goossen Gerritsen.

Goossen Gerritsen declares before the court that he has had sufficient satisfaction from Jurriaen Janssen, considering his youth.

The court grants Goossen Gerritsen a certificate of satisfaction and orders Jurriaen Janssen to come to an agreement with the officer about the pecuniary fine.

Extraordinary Session Held in Fort Orange August 1, 1657

President, Johannes La Montagne
Jacob Schermerhoorn
Philip Pieterse
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Reyndert Hoorn, plaintiff, against Adriaen Sijmonsens, defendant.

The plaintiff demands payment of 108 beavers, due according to his promissory note.

[103] The defendant admits the debt and promises to pay cash, saying that he has never refused to pay and claims that he is not bound to pay any expenses. Whereupon appeared Jan Gouw and Jan Barendsen, who attested that Adriaen Sijmonsens said: "I shall not pay you until you have an extraordinary session called."

The court orders the defendant to pay the plaintiff the required number of beavers, to wit, 108, cash, according to his confession and promise, under penalty of attachment, together with one-half of the costs.

Whereas last Sunday, being the 12th of this month of August 1657, during the preaching, some drunken Indians committed many acts of insolence in this place and upon making inquiries a *Maquas* Indian was found, named Kanigeragae, who declared that he knew a house where the Indians obtained the brandy and offered, if we gave him a beaver, to get brandy in the said house; therefore, we, Johannes La Montagne, officer, Philip Pietersen Schuyler, and Jan Tomassen, magistrates, in view of the seriousness of the matter, on the 13th of the said month, having given a beaver to the aforesaid Indian, followed and accompanied him with Henderick Jochimsen, lieutenant of the burgher guard, which

Indian went to the south side of the boundary line, having in his hand an empty kettle, which we had with us, and with this empty kettle, went into the house of *Marten Bierkaecker*, we together remaining near the said house to watch the result. But as there were strangers in the said house, [104] as we ourselves could hear from the noise, the Indian came back to us with his kettle empty. About three-quarters of an hour later the said Indian again went into the said house and came back to us having in his kettle about three pints of brandy and sugar, which he had obtained for the beaver which we had given him, so that we took the kettle with us and went into the house of the said *Bierkaecker*, where we found him and his wife quite amazed after we had asked them whether they had sold the brandy that was in the kettle to a *Maquaese* Indian with a white blanket for one beaver, as we had seen the said Indian go in and out of the house. All of which, we, the undersigned, upon oath declare to be true. *Actum* in Fort Orange, the 15th of August 1657.

Was signed:

Johannes La Montagne
Philip Pietersen Schuyler
Jan Tomassen
Henderick Jochimsen.

Interrogatory of *Marten Bierkaecker*, inhabitant and innkeeper here, held at the request of J. Lamontagne, in his capacity as officer of Fort Orange and the village of Beverwijck, before the magistrates of the said court, the 15th of August Anno 1657.

- | | |
|---|--|
| 1. How old he is and where born? | Answers, 30 years, born in Oldenborch. Susanna, his wife, answers, Aged 23, born in New England. |
| 2. Whether he ever sold brandy to the Indians? | Marten answers, No. Susanna answers, Yes. |
| [105] 3. Whether his wife, to his knowledge, ever sold any brandy to the Indians? | Answers, No. |
| 4. Whether anybody in his house ever sold any brandy to the Indians? | Answers, No. |

5. Whether on Monday, the 13th, he did not see or know that an Indian with a white blanket came into his house about nine o'clock in the evening and asked to buy a beaver's worth of brandy? Answers, He saw the Indian and threw him out of doors in the presence of Marten Cornelissen and Seger Cornelissen.
His wife answers: Yes.
6. Whether the said Indian, about three quarters of an hour later, did not come into his house and again asked to have a beaver's worth of brandy? Answers, He did not see the Indian again.
His wife answers: Yes.
7. Whether he, himself, or his wife, to his knowledge, did not sell brandy to the said Indian for one beaver? Answers, He does not know.
His wife answers, Yes.

[106] Ordinary Session Held in Fort Orange
August 20, 1657

President, Johannes Lamontagne
Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Goosen Gerritsen
magistrates

Mr. van Hamel, plaintiff, against
2d default. Lambert van Valckenborch, defendant.

Harmen Jacobsen, plaintiff, against
Default. Abraham Pietersen Vosburch, defendant.

Harmen Jacobsen, plaintiff, against
Default. Cornelis Vos, defendant.

Idem plaintiff, against
Default. Henderick *Bierman*, defendant, and Evert Noldinck, defendant.

Idem plaintiff, against
Default. Adriaen Appel, defendant.

Idem plaintiff against
Default. Claes Ripsen, defendant.

Pieter Quackenbosch, plaintiff, against
Default. Pieter Bosboom, defendant.

Jan van Hoesem, plaintiff, against
Default. Gijsbert van Loenen, defendant.

Teunis *de Metselaer*, plaintiff, against
Default. Jan Gaeuw, defendant.

Harmen Jacobsen, plaintiff, against
Default. Jan Gaeuw, defendant.

Mr. van Hamel, plaintiff, against Pieter Loockermans, defendant.

The plaintiff demands payment of eight beavers and *f*9 in sewant.

[107] The defendant admits the debt and promises to pay within the space of one month, in beavers, or in sewant, reckoned at *f*12:– for one beaver.

The court, having heard the confession and the promise of the defendant, orders him to pay the sum demanded within the promised time of one month, under penalty of attachment.

Harmen Jacobsen, plaintiff, against Pieter Bronck, defendant.

The plaintiff says that he has had some money attached, belonging to the defendant.

The court adjourns the case until the next court day, when the parties are to bring in their evidence. Meanwhile, the money remains attached.

Idem plaintiff, against Jan Dareth, defendant.

The plaintiff demands an account of a certain amount and settlement thereof.

The defendant produces his account in court.

The court orders the defendant to give the plaintiff a copy of his account and to settle with each other.

Idem plaintiff, against Pieter Meessen, defendant.

The plaintiff demands payment of the sum of *f*17:–.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded in eight days, under penalty of attachment.

Idem plaintiff, against Daniel Rinckhout, defendant.

The plaintiff demands that the defendant take back the sum of *f*55 which he gave him in payment.

The court, having seen the sewant, adjudges the same not merchant-able and condemns the defendant to take back the said sewant and to deliver other sewant in its stead within the space of eight days.

[108] *Idem* plaintiff, against Poulus Jurcksen, defendant.

The plaintiff demands payment of *f*8:–.

The defendant denies the debt.

The parties having been heard, the court dismiss the plaintiff's complaint.

Idem Harmen Jacobsen, plaintiff, against Willem Hoffmeyer, defendant.

The plaintiff demands payment of the sum of *f*13:10:–.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded within the space of eight days.

Idem plaintiff, against Gerrit Hendericksz, defendant.

The plaintiff demands payment of the sum of *f*103:19:–.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded within the space of 15 days, under penalty of attachment.

Extraordinary Session Held in Fort Orange August 20, 1657

President, Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Adriaen Gerritsen

Goossen Gerritsen and the officer, as interpleader, against Teunis Cornelissen and Marretien, his wife, defendants.

Goossen Gerritsen, plaintiff, complains that the defendants in the month of February of this year, in his absence, came into his house and committed great insolence there. He produces the information taken by

the aforesaid officer in regard to said excesses and requests justice in the matter.

[109] The defendant requests time until the next court day to produce his counter evidence.

The court grants the defendant time until the next court day.

Idem officer, plaintiff, against Susanna Janssen, wife of Marten *de Bierkaecker*, defendant.

The plaintiff says that on Sunday, being the 12th, he discovered an Indian about ten o'clock in the evening who came from the house of Marten *Bierkaecker*, having with him a kettle in which was brandy and other strong liquor, as he proves by the testimony of three witnesses, given on the 15th of the aforesaid month, and also by the confession of the defendant herself.* And whereas this is a deed of very dangerous consequence, in violation of the placards issued by the honorable director general and council of New Netherland,† and a deed which cannot be tolerated in a place where justice prevails, therefore, the said La Montagne, in his capacity as officer, demands that the said Susanna Janssen, in accordance with the said placards, be condemned to pay a fine of *f*500: and the costs of the suit and furthermore be banished from this jurisdiction for the term of six years.

The defendant again confesses that she committed the said deed but says that she was moved by extreme poverty, her husband having double hernia and being therefore unable to earn his living and she being burdened with three small children, for whom she can buy no food except with beavers, which she the week before had tried to buy in many places for sewant at *f*12:– apiece, but could not get. That, finally, she was asked [for the liquor] by an Indian who came twice to her house at night with a beaver, for which she gave him three pints of beer, brandy, French and Spanish wine, mixed together, praying of the court [110] forgiveness in consideration of her youth and extreme poverty, promising never to do so again.

The court, considering the dangerous consequences of the case and the severe placards, condemn the said Susanna Janssen, in accordance with the said placards, to pay a fine of [*left blank*].

* See page 324 for the interrogatory.

† See *LO*, 311.

Ordinary Session Held in Fort Orange
September 4, 1657

President, Johannes La Montagne
Philip Pietersen
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Mr. van Hamel, secretary of the colony of Rencelaerswijck, plaintiff, against Lambert van Valckenborch, defendant.

The plaintiff says that the defendant on the 9th of July last, at a public sale which took place in the colony of Rencelaerswijck, bought the grain standing in the field of the farm which is now owned by Jan Labite for the sum of *f700*:-, according to the conditions of the sale, and because the defendant was unable to furnish securities, the plaintiff was forced to have the said grain again publicly sold in the village of Beverwijck on the 12th of July, when it was knocked down at *f570*:-, and [111] as the plaintiff is bound to make good the loss suffered by the seller, he requests that the defendant, according to legal custom and practice, be ordered, according to the conditions of the sale, to make up the difference in the amount brought by the grain and also pay in cash the auction fees and other expenses, amounting to the sum of one hundred ninety-eight guilders, to wit: *f103** for the difference in bids, *f35* for auction fees, *f3* for commissions, *f12* for brandy consumed, and *f18* for beer, and that the defendant be constrained to pay said sum by apprehension of his person.

The defendant admits the debt but says that there was no more than *f4* worth of brandy drunk.

The court, having heard the parties, condemn the defendant to pay within eight days, under penalty of attachment, or apprehension of his person the sum of *f130* for the difference in bids, *f3* for commissions, and *f35* for auction fees, amounting to the sum of *f168*:- and order the defendant to settle with the tavern keeper as to the balance of the sum demanded.

Daniel Rinckhout, plaintiff, against Jan de Graef and Pieter Bosboom, defendants.

* The amount should be *f130*:-.

The plaintiff demands payment of f8:–.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded in cash.

Idem Rinckhout, plaintiff, against Pieter Wollebrant, defendant.

The plaintiff demands payment of f60:–.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded within the space of six weeks.

Harmen Bastiaensen, plaintiff, against Meyndert Fredricksen, defendant.

[112] The plaintiff complains that the defendant has called him a hay thief.

The defendant denies having said this, but admits that he said that he had had his hay which he cut carted away and demands restitution of the said hay.

Tjerck Claessen, being called as a witness, declares that he heard Meyndert Fredrickson say, "Harmen Bastiaensen has taken my hay," but not that he said that he was a thief.

The parties having been heard, the court orders Harmen Bastiaensen, the plaintiff, to restore the hay to the defendant within the space of eight days and furthermore on the next court day to prove that the defendant called him a thief.

Jan Bamboo, plaintiff, against Teunis Jacobsen, defendant.

The plaintiff demands restitution of 20 *kannen* of Spanish wine of which he suffered the loss through the breaking of a half *aam*, which the defendant, as beer carrier, let drop from the brewer's crane.

The defendant says that the loss was caused by the weakness of the rim of the half *aam* and promises to prove it on the next court day. *Fiat*.

Eldert Gerbertsen, plaintiff, against
Default. Arent Andriessen, defendant.

Willem Bout, plaintiff, against
Default. Henderick Gerritsen, defendant.

Pieter Bosboom, plaintiff, against
Default. Marten *Metselaer*, defendant.

Carsten Claessen, plaintiff, against
Default. Jan Roeloffsen, defendant.

Harmen Jacobsen, plaintiff, against
Default. Adriaen Appel and Claes Ripsen, defendants.

[113] Extraordinary Session Held in Fort Orange
September 4, 1657

Present:

J. La Montagne, that is to say,
Philip Pietersen
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

The officer, plaintiff, against Henderick Anderiessen, defendant.

The plaintiff says that the defendant on August 26, about ten o'clock in the evening, stood with naked sword in the middle of the street. He produces Jan Anderiessen, Abraham van Coesan, and Rem Janssen as witnesses and requests that they be examined in regard to the matter.

Jan Anderiessen, appearing before the court, declares that on the 26th of August, about ten o'clock in the evening, he saw Henderick Anderiessen standing in the middle of the street with an unsheathed saber* in his hand, but did not see him molest or threaten anyone.

Abraham van Coesan declares that on the 26th of August, about ten o'clock in the evening, he saw Henderick Anderiessen with an unsheathed saber standing in the middle of the street and coming with the saber toward the deponent, who said to him, "Keep away from me." He declares that he did not know with whom he was dealing, but noticed that he was drunk.

Rem Janssen says that on the 26th of August, about ten o'clock in the evening, he saw Henderick Anderiessen, being drunk, standing in the middle of the street with an unsheathed saber in his hand, which saber his wife gently took away from him.

* *een bloote houwer*

[112 bis] Extraordinary Session Held in Fort Orange
September 5, 1657

Present:

La Montagne
Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Ulderick Kleyn, plaintiff, against Eldert Gerbertsen, defendant.

The plaintiff complains that the defendant, last Wednesday, being the 29th of August, called his wife a woman who had been flogged and branded on the scaffold at Amsterdam and said that she had whored around with the *malle boer* and *hageboom* named Jacob Klomp.

The defendant answers that the plaintiff's wife first called him a scoundrel and a thief and his wife a whore.

The plaintiff produces depositions of four women, which confirm the plaintiff's complaint.

The defendant in rebuttal produces Albert Gijsbertsen *Rademaecker*, who, appearing before the court, declares that last Wednesday, being the 29th of August, while Eldert Gerbertsen was at his house to settle accounts with him, Baefien Pietersen, the wife of Ulderick Kleyn, came to the aforesaid house and dunned him about some debts in such a way that a dispute arose between them, and the said Baefien Pietersen took hold of the said Eldert and called him a scoundrel.

The court, having heard the parties, orders the defendant to prove by sufficient witnesses that Baefien Pietersen first assailed and slandered him, in order according to the circumstances of the case to administer law and justice to the parties.

[113 bis] The court, having seen the written report of magistrates Rutger Jacobsen and Anderies Herbetsen, arbitrators appointed by the court on October 7, 1656, in which they, after examination of the previous and subsequent debts between Femmetjen *de Baxter** and Michiel Teunissen, find that to satisfy the debts made by the said Michiel Teunissen and Femmetjen *de Baxter*, during their association or partnership, there is

* the bakeress

still due by the said Michiel Teunissen the sum of *f*84:10:–, the court confirms the opinion and findings of the aforesaid magistrates and hereby condemns Michiel Teunissen to pay to Femmetie *de Baxter*, the sum of *f*84:10, on condition that the said Michiel Teunissen shall thereby be released from all debts which were contracted during their partnership.

Ordinary Session Held in Fort Orange
October 2, 1657

Present:

La Montagne
Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen

Adriaen Appel, plaintiff, against
Default. Lubbert, Labitee's servant, defendant.

Evert Noldinck, plaintiff, against
Default. Lubbert, Labitee's servant, defendant.

Marcelus Janssen, plaintiff, against
Default. Foppe Barentsen and *Meester* Adriaen,* defendants.

Pieter Stevensen, plaintiff, against
Default. Henderick Gerritsen, defendant.

[114] The honorable officer, plaintiff, against
Default. Cornelis Teunissen, defendant.

Cornelis Cornelissen, plaintiff, against Daniel Rinckhout, defendant.

The plaintiff demands payment for his house.

The defendant maintains that the house was not delivered according to the bill of sale and that the seller has thus far not finished two chimneys, nor made the attic tight, according to said bill of sale.

The court, having heard the parties, orders the plaintiff to deliver the house in question in accordance with the contract of sale, or in default

* Adriaen Jansen van Ilpendam, schoolmaster

thereof to have it finished out of the amount of the first payment.

Carsten Claessen, plaintiff, against Jan Roeloffsen, plaintiff.

The plaintiff demands payment of 22 beavers for a horse sold to him, [the defendant].

The court, having heard the parties, orders the defendant to pay the plaintiff 22 beavers within the space of two months.

The honorable officer, plaintiff, against Engeltjen Cornelissen, defendant.

The plaintiff says that the defendant on the 14th of September went into the house of Wijnant *de Kistemaecker*, and without any cause insulted and beat said Wijnant's wife, named Trijntie Melgers, for which assault, committed against the law, he demands reparation and justice.

The defendant admits having committed such an assault, not in the house, but on the doorsill [115] thereof, having first been attacked by Trijntie Melgerts, and offers to prove this on the next court day.

The court, having heard the parties, orders the defendant to prove her assertion by sufficient witnesses.

[116] Ordinary Session Held in Fort Orange
November 13, 1657

Present:

La Montagne
Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Evert Noldinck, plaintiff, against Jacob Teunissen, defendant.

The plaintiff demands payment of *f*106:4:–.

The defendant admits the debt and promises to pay the same in 14 days.

The court orders the defendant to pay the plaintiff the sum of *f*106:4: within the aforesaid time, under penalty of attachment.

Evert Noldingh, plaintiff, against Anderies van der Sluys, defendant.

The plaintiff demands payment of *f*28:15:–.

The defendant admits the debt and promises to pay the same in cash.

The court orders the defendant to pay the same within the space of 24 hours, according to his promise.

Evert Noldinck, plaintiff, against
Default. Pieter Stevensen, defendant.

Idem plaintiff, against
Default. Jan *de Wever*, defendant.

Tomas Pouwels, plaintiff, against Barent Albertsen, defendant.

The plaintiff demands damages for the loss which he suffered from a canoe which the defendant [in violation of] the ordinance took without the plaintiff's knowledge and for which he offers *f*9:10.

The defendant admits the debt.

[117] The court, having heard the parties, condemn the defendant to pay *f*9:10 to the plaintiff and *f*25 to the officer, according to the ordinance.

Teunis Jacobsen, plaintiff, against Lourens Baliner, defendant.

The plaintiff, pursuant to the late order of the court,* produces before the court the half *aam* from which the Spanish wine in question was spilled in the falling of said cask caused by the weakness of the rim thereof, offering to confirm on oath that the said cask fell on account of its poor condition.

The court, having heard the parties and examined the half *aam* which was broken at the rim, adjudge that [the accident] was not the fault of the plaintiff, beer carrier, and therefore releases him from all liability and orders the defendant to recover his loss from the merchant who delivered the wine in the said cask.

Leendert Philipsen, plaintiff, against Henderick *de Backer* and his wife, defendants.

The plaintiff complains with Anderies Herbertsen about some atrocious slander, in proof whereof he produces some depositions.

The defendants ask for copies of said depositions.

The court, having heard the parties, orders the plaintiff to furnish the defendants with copies of the depositions which he produced in court, in order to make answer thereto on the next court day.

Marritjen Hendericksz, plaintiff, against Lowies Cobussen, defendant.

* See page 330.

The plaintiff demands payment of the rent of her house, amounting to the sum of 18 beavers.

[118] The defendant admits the debt, but says that he cannot pay in beavers.

The court, having heard the parties, condemns the defendant to pay the sum demanded within the space of six weeks.

Ulderick Kleyn, plaintiff, against Eldert Gerbertsen, defendant.

The plaintiff asks that the defendant produce his evidence according to the last court order.*

The defendant excuses himself on account of a great misfortune which he has had in the meanwhile, and asks time until the next court session. *Fiat*.

Ordinary Session Held in Fort Orange
November 27, 1657

Present:

La Montagne
Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Teunis Spitsbergen and Barent Pietersen, plaintiffs, against
Default. Wijnant Gerritsen, defendant.

Robbert Engel, plaintiff, against
Default. Henderick Gerritsen, defendant.

Foppe Barentsen, plaintiff, against
Default. Egbert Sandersen, defendant.

Pieter Stevensen, plaintiff,
against
Default. { Adriaen Appel
Barent Albertsen } defendants.
{ Henderick Gerritsen, }

* See page 332 for the court order.

Default. Gillis Fonda, plaintiff, against
Default. Henderick Gerritsen, defendant.

Evert Noldingh, plaintiff, against
Default. Claes van Rotterdam, defendant.

[119] Gerrit Swart, *schout* of the colony of Rencelaerswijck, plaintiff,
against
Default. Dirckjen Harmens, defendant.

Harmen Jacobsen, plaintiff, against
Default. Claes van Rotterdam and Abraham Vosburgh, defendants.

Baefjen Pietersen, plaintiff, against Eldert Gerbertsen, defendant.
The defendant produces his depositions, according to the last order.*
The plaintiff asks that the witnesses appear before the court to swear
to their depositions.

The court, seeing the reasonableness of the request, orders the defen-
dant to have his witnesses appear before the court on the next court day
to confirm their testimony on oath.

Anderies Herbetsen and Leendert Philipsen, plaintiffs, against
Henderick *de Backer*, and his wife, defendants.

The court, having heard the parties, orders the parties respectively to
communicate their depositions to each other before the next court day,
in order to pronounce judgment according to the merits of the case.

Jan Roeloffsen, plaintiff, against Henderick Reur, defendant.

The plaintiff demands payment of five beavers earned on the
defendant's house.

The defendant admits the debt, but as the work which the plaintiff
agreed to do four years ago was not finished, he claims that he is not
bound to pay the five beavers, but on the contrary, claims that he is
entitled to damages for the loss which the defendant suffered thereby.

[120] The court, having heard the parties, orders that each shall choose
a referee to settle the matter to the best of their knowledge.

Jan van Eeckelen, plaintiff, against Jan de Graeff, defendant.

The plaintiff demands payment of the sum of f84:14.

The defendant denies the debt.

The court orders the plaintiff to prove his claim on the next court day.

* See page 332 for this order.

Rutger Jacobsen, plaintiff, against Harmen Jacobsen, defendant.

The plaintiff demands security for his yacht, which he sold to the defendant and for which he has thus far not been paid, as he has heard that the defendant has sold the said yacht.

The defendant admits having bought the said yacht which was to be paid for according to certain conditions, and declares that he cannot furnish any security.

The court orders that the yacht in question shall remain attached until the defendant has satisfied the plaintiff.

Ordinary Session Held in Fort Orange December 11, 1657

Jacob Tijssen, plaintiff, against Jan Gauw, defendant.

The plaintiff says that the defendant owes him eight beavers, and he has caused the defendant to be cited for the third time for the recovery of the said number of beavers. The latter remaining in default, he asks judgment in the amount of the said beavers.

[121] The court, having according to law caused the defendant to be summoned three times by the court messenger and he not appearing, declares him to be in contempt and condemns him because of his contempt of court to pay the plaintiff the required eight beavers within the space of eight days and the costs of the trial, under penalty of attachment.

Tomas Janssen Mingael, plaintiff, against
Default. Christoffel Davids, defendant.

Pieter Jacobsen Quackenbosch, plaintiff, against
Default. Pieter Jacobsen Bosboom, defendant.

Teunis Spitsbergen and his partner, plaintiffs, against
Default. Wijnant Gerritsen and Jan *de Wever*, defendants.

Foppe Barentsen, plaintiff, against
Default. Egbert Sandersen, defendant.

Anderies de Vosch, plaintiff, against
Default. Jan van Breemen, defendant.

Jacob Tijssen van der Heyden, plaintiff, against
Default. Jan Gaeuw, defendant.

Cornelis van Breuckelen, plaintiff, against
Default. Dirckjen Martensen, defendant.

Tomas Janssen Mingael, plaintiff, against Christoffel Davids, defendant.

The plaintiff says that he settled with the defendant about the rent of the house of Jacob Anderiessen for f50:–.

The defendant admits that he did so, but says that he was drunk.

The court refers the case to the referees to be chosen by the parties respectively.

[122] Teunis Spitsbergen and his partner, plaintiffs, against Wijnant Gerritsen, defendant.

The plaintiff demands payment of 18 beavers and f1:10:–.

The defendant admits the debt according to the account.

The parties having been heard, the defendant is ordered by the court to pay the said number of 18 beavers and f1:10:– within three months.

Andries de Vosch, plaintiff, against Jan van Breemen, defendant.

The plaintiff demands payment of f254:–.

The defendant admits that he was indebted to the plaintiff but does not know how much and demands an account from the plaintiff.

The court orders the plaintiff to render an account to the defendant.

[124]* Account of the fines that, according to the court record, have been imposed from the 4th of October Anno 1656 until the last of December Anno 1657.

Receipts

| | | |
|---------|---|-------|
| Page 2 | Henderick Hendericksen <i>Backer</i> is fined | f68:– |
| Page 4 | Egbertjen Egberts is fined | 300:– |
| Page 6 | Willem Hoffmeyer is fined | 500:– |
| Page 8 | Dirckjen Harmens is fined | 300:– |
| Page 23 | Tomas Chambert is fined | 150:– |
| Page 63 | Hans de Vosch is fined | 300:– |
| Page 70 | Pieter Bronck is fined | 100:– |

* Page 123 is blank.

| | |
|-------------------------------------|---------------|
| Page 77 Frans Barentsen is fined | 100:-- |
| Page 102 Jacob Loockermans is fined | <u>300:--</u> |
| | f2,118:-- |

Of the above fines, by order of the hon. director general, half is appropriated to the honorable magistrates of Fort Orange and the village of Beverwijck, amounting to

f1,059:--

[125] Expenditures

Magistrate Rutger Jacobsz has received from Henderick Hendericksz *Backer*

f68:--

The magistrates have agreed to advance payment of the fine of Egbertjen Egbers because her husband worked on the church

f300:--

1656

October 21

Paid by order of the magistrates to Tomas Janssen Mingael and Willem Bout

50:--

1657

April 7 and 17

Paid by Jochim Wesselsen for Willem Hoffmeyer to Jan Roelofsen and Stoffel Janssen for wages earned on the church

150:--

August 10

Paid by Dirck Bensick to Francoys Boon for freight of the pulpit and the bell

[32:--]*

* The amount, which is in a damaged portion of the page, has been reconstructed from the total.

August 15

To Philip Pietersen Schuyler by Willem
Fredricksz Bout for an Indian the sum of
f60:–, so that the magistrates are bound
to pay 30:–

October 6

Paid by Pieter Bronck on account of the fine
of Hans Vosch and Pieter Meesen for wages
earned on the church 100:–

December 27

Paid by Philip Hendericksz to Stoffel
Janssen on account of the fine of
Hans de Vos 100:–
Total f 830:–

[126] Receipts

Carried forward from the preceding page f1,059:–
which is due to the honorable
magistrates to wit, half of the
fines aforesaid.
Also paid to their honors, due to me
by balance of accounts f 112: 18:–
Total f1,171: 18:–

[127] Expenditures

Carried forward from the preceding page f830:–:–

1657

August 18

Paid to Willem Fredricksz Bout for
tavern expenses when the magistrates

made an agreement with Mayndert and
Carsten Fredricksz about the place where
the house of Jan van Aecken stood 75:--

November 15

Paid to Symon Janssen Romeyn for nails
for the church 7:10:--

1658

January 18

Paid to Jan van Aecken on the order of the
magistrates for the sum of *f*209 earned at
the church, which order is signed N.I.,
the sum of 80:--

ditto

To the same by the wife of Jacobus
Loockermans on account of the fine
imposed on her husband 68:--

ditto

To the said Jan van Aecken by cash in
payment in full of the sum of *f*209:--
earned by him at the church 11:8:--

Frans Barentsen has given the magistrates
a note payable out of his honorarium for the
amount of the fine due by him 50:--

Pieter Bronck still owes the court on account
of his fine 50:--

50:--
Total *f*1,171:--18:--

[128] Account of the Fines
Debit

1656
October 14

By order of the honorable director general
and council of New Netherland granted to
the deaconry one-sixth part of the said fines,
amounting to the sum of f353:--

[129] Account of the Fines
Credit

1657
February 15

To the deaconry paid by Jan Michielsz f80:--

1658
March 2

To ditto by Jacob Loockermans 52:--

ditto 6

To ditto by ditto Loockermans 68:--

ditto 28

To ditto by Dirck Bensingh 100:--

To ditto by Jan Martensz 24:--

To ditto by Pieter Bronck 16:--

f340:--

There remains due by balance of accounts 13:--

f353:--

[1]* In the Name of the Lord, Amen.

Continuation of the minutes of the court of justice of Fort Orange, the village of Beverwijk, and the dependencies thereof, established *in loco* on the 10th of April 1652, by the honorable director general and council of New Netherland.

Ordinary Session Held in Fort Orange
January 8, 1658

Present:

La Montagne
Jacob Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Tomas Janssen Mingael, plaintiff, against Christoffel Davids, defendant.

The parties having been heard, the court, in accordance with the previous decision, orders each party to choose a referee, which the plaintiff did in our presence; whereupon Tomas Janssen chose Cornelis Teunissen Bosch and the defendant, Christoffel Davids, Willem Brouwer.

Adriaen Appel, plaintiff, against Christoffel Davids, defendant.

The plaintiff demands payment of *f*93:12 per balance due for board and other items.

[2] The defendant admits the debt and promises to pay it within the space of six weeks.

The court condemns the defendant to pay the aforesaid sum of *f*93:12 within six weeks.

* With this page begins the second volume of court minutes held by the Albany County Hall of Records.

Teunis Spitsbergen, plaintiff, and his partner, against Dirckjen Harmens.

The plaintiff demands payment of *f*60:–.

The defendant agrees to pay.

The court orders the defendant to pay the sum of *f*60:–, cash.

Lowies Cobussen, plaintiff, against

Default. Dirck Bensick and Pieter Bronck.

Cornelis van Breuckelen, plaintiff, against Dirckjen Harmensen, defendant.

The plaintiff demands delivery of an *anker* of brandy for which he made cash payment in beavers.

The defendant says that the beavers were no good.

The parties having been heard, [the court] orders and condemns the defendant to satisfy the plaintiff within the space of eight days.

Anderies de Vosch, plaintiff, against Jan van Breemen, defendant.

The plaintiff demands payment of the sum of *f*225:– and 12 *schepels* of wheat.

The defendant requests time to settle accounts with the plaintiff.

The court orders the plaintiff to settle accounts with the defendant.

Dirckjen Harmens, plaintiff, against

Default. Willem Hoffmeyer, defendant.

[3] Evert Noldinck, plaintiff, against Pieter Stevensen, defendant.

The plaintiff demands payment of the sum of *f*57:15 for excise.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the aforesaid sum of *f*57:15, within the space of one month.

Pieter Winnen, plaintiff, against

2d Default. Pieter Loockermans, defendant.

Philip Pietersen, plaintiff, against

Default. Mattheuw Abrahamsen, defendant.

The honorable officer, plaintiff, against Jan Teunissen, defendant.

The honorable plaintiff complains that the defendant in violation of the ordinance published here has sold brandy to the Indians.* The honorable plaintiff requests therefore that the defendant be condemned to pay a fine of *f*500, in accordance with the ordinance.

* See *LO*, 259–260, for this ordinance.

The defendant denies that he did so and demands proof.

The court orders the honorable officer to prove his charges.

The honorable officer, plaintiff, against Jan Anderiessen, defendant.

The honorable officer complains that the defendant in violation of the ordinance published here has sold brandy to the Indians, and the plaintiff therefore requests that the defendant be fined *f*500 in accordance with the ordinance.

The defendant denies that he did so and demands proof.

[4] The court orders the honorable officer to prove his charges.

The honorable officer, plaintiff, against Pieter Jacobsen Bosboom, defendant.

The plaintiff complains that the defendant in violation of the ordinance published here has sold brandy to the Indians. The honorable plaintiff therefore requests that the defendant be fined *f*500 in accordance with the ordinance and be banished.

The defendant denies that he did so and demands proof.

The court orders the honorable officer to produce his evidence on the next court day.

Extraordinary Session Held in Fort Orange January 12, 1658

Present:

Jacob Schermerhoorn
Philip Pietersz
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

The honorable officer, plaintiff, against Jan Teunissen, defendant and prisoner.

The honorable plaintiff says that the defendant (as he said before) sold brandy to the Indians, which the plaintiff proves by three irreproachable witnesses, and as this is a matter of dangerous consequence, which may cause the ruin of the country, he requests that the aforesaid delinquent, pursuant to the ordinance [5] published here on October 6, 1656, by order of the director general and council of New Netherland, be condemned to pay a fine of *f*500 and be banished from this province for

six years, as an example to others.

The defendant requests a copy of the plaintiff's complaint to answer the same according to legal procedure.

The court orders the plaintiff to furnish the defendant with a copy of his complaint to make answer thereto on the next court day.

Idem plaintiff, against Jan Anderiessen, defendant.

The honorable plaintiff says that the defendant (as he said before) has sold brandy to the Indians, which the plaintiff proves by three irreproachable witnesses, and whereas this is a matter of dangerous consequence, which may cause the ruin of the country, he requests that the said delinquent, pursuant to the ordinance published here on October [6], Anno 1656, by order of the honorable director general and council of New Netherland, be fined f500 and be banished from this province for six years, as an example to others.

The defendant requests a copy of the complaint, to make answer thereto according to legal procedure.

The court orders the plaintiff to furnish the defendant with a copy of his complaint, to make answer thereto on the next court day.

[6] The honorable officer, plaintiff, against Pieter Jacobsen Bosboom, defendant and prisoner.

The plaintiff says that the defendant (as he has said before) has sold brandy to the Indians, which he proves by three irreproachable witnesses. And whereas this is a matter of dangerous consequence, which might cause the ruin of the country, he requests that the delinquent, pursuant to the ordinance published here on October 6, 1656, by order of the honorable director general and council of New Netherland, be fined f500 and be banished for six years, as an example to others.*

The defendant requests a copy of the complaint to make answer thereto according to law.

The court orders the plaintiff to furnish the defendant with a copy of his complaint in order that he may make answer thereto on the next court day.

The honorable officer, plaintiff, against Gijsbert van Loenen.

The plaintiff says that a certain *Maquas* Indian has declared in the presence of three credible witnesses that on the first of January 1658 he bought brandy from the defendant for one beaver, which declaration,

* There is no surviving ordinance of this date; however, see *LO*, 260, for the ordinance dated October 26, 1656.

according to the ordinance, must be accepted as complete evidence. He therefore, as officer, demands that the defendant be condemned to pay a fine [7] of 500 guilders and be banished from the country, according to the ordinance.

The defendant denies that he did it and offers to prove it.

The court, having heard the parties, orders the defendant to purge himself of the charges under oath, but if the defendant refuses to take the oath, it is ordered that he shall be taken into custody until further proof.

Poulus Cornelissen, plaintiff, against Gijsbert Martensen, defendant.

The plaintiff says that he sold a horse to the defendant and that in default of payment the defendant has reconveyed the horse to the plaintiff by bill of sale. And whereas the plaintiff has heard that the defendant sold the horse to Dirck Bensick, the plaintiff has had the said horse attached and requests restitution of the same.

The defendant requests that the horse may remain attached until the next court day, subject to payment of costs by the party in the wrong.

The court orders that the aforesaid horse remain attached until next Tuesday, subject to payment of costs by the party in the wrong.

[8] Ordinary Session Held in Fort Orange January 15, 1658

Meester van Hamel,* plaintiff, against Christoffel Davids, defendant.

The plaintiff complains that the defendant has affronted him, having struck him three times and called him a forger and challenged him to fight, as evidence of which he produces a knife, which the defendant surrendered to the plaintiff.

The defendant denies that he did so, but admits that the knife, which the plaintiff produces, is his.

The court orders the plaintiff to prove his statements on the next court day.

Willem Fredricksz, plaintiff, against Marcellus Janssen, defendant.

The plaintiff complains that the defendant called him a thief in the presence of Philip Pietersen, Dirck Janssen Croon, and Henderick Jochimsen.

The court orders the parties to prove their statements on the next court day.

* Dirck van Hamel, secretary of Rensselaerswijck

Baefjen Pietersen, plaintiff, against Eldert Gerbertsen, defendant.

The defendant excuses himself because his witnesses are not at hand.

The court orders the defendant to appear with his witnesses on the next court day.

Pieter Winnen, plaintiff, against Pieter Loockermans, defendant.

[9] The plaintiff demands payment of *f*62 for planks, which payment must include two beavers.

The defendant admits the debt and promises to pay the same in the space of six weeks.

The court orders the defendant to pay the aforesaid sum within the space of six weeks, on pain of attachment.

Lowies Cobussen, plaintiff, against
2d Default. Dirck Bensick and Pieter Bronck, defendants.

Jan *de Wever*, plaintiff, against
Default. Willem Hoffmeyer, defendant.

Hans de Vosch, plaintiff, against
Default. Jan *de Wever*, defendant.

Gijsbert van Loenen, plaintiff, against Poulus Cornelissen, defendant.

The plaintiff says that Poulus Cornelissen, defendant, attached his horse, which was consented to by the court until this day. And whereas he has given the defendant a bill of exchange, he requests restitution of the horse or of the bill of exchange.

The defendant says that he received the plaintiff's bill of exchange and has long since intended to return it and now offers to do so, but he persists in maintaining the attachment.

The parties having been heard, the court orders that the horse shall be returned to the defendant, Poulus Cornelissen, provided that he shall receive nineteen beavers for his bill of exchange and that he shall pay the remaining six beavers to the plaintiff.

[10] Whereas Jan Teunissen, in violation of the ordinance issued by the honorable director general and council and published here, has on the 30th of December 1657 ventured to sell brandy to the Indians or natives of this country, as appears by the testimony of three irreproachable and sworn witnesses and by his own voluntary confession; therefore, we, having seen the conclusion of the officer, requesting enforcement of the ordinance, and the answer of the party to the aforesaid conclusion, having duly considered the matter and called upon God, have by a plurality of

votes deemed this to be a matter of dangerous consequence, which cannot be tolerated in a place where justice is maintained. Therefore, doing justice in the matter of the conclusion of the said officer, we condemn the aforesaid Jan Teunissen, as we condemn him hereby, according to the ordinance published on the 6th of October 1656, to pay a fine of five hundred guilders and the costs of the trial and furthermore to be banished from this country for the period of three years. Thus done in the meeting held in Fort Orange on the 22d of January 1658.

Jacob Jansen Schermerhooren
Abraham Staets
Adriaen Gerretsen

[11] Whereas Jan Anderiesse, in violation of the ordinance issued by the honorable director general and council and published here, has on the 30th of December 1657 ventured to sell brandy to the Indians or natives of this country, as appears by the testimony of three irreproachable and sworn witnesses; therefore, we, having seen the conclusion of the officer, requesting enforcement of the ordinance, and the answer of the party to the aforesaid conclusion, having duly considered the matter, have by a plurality of votes deemed this to be a matter of dangerous consequence, which cannot be tolerated in a place where justice is maintained. Therefore, doing justice in the matter of the conclusion of the said officer, we condemn the aforesaid Jan Anderiessen, as we condemn him hereby, according to the ordinance published on the 6th of October Anno 1656, to pay a fine of five hundred guilders and the costs of the trial and furthermore to be banished from this country for the period of three years. Thus done in the meeting held in Fort Orange on the 22d of January Anno 1658.

[12] Whereas Pieter Jacobsen Bosboom, in violation of the ordinance issued by the honorable director general and council and published here, has on the 30th of December 1657 ventured to sell brandy to the Indians or natives of this country, as appears by the testimony of three irreproachable and sworn witnesses; therefore, we, having seen the conclusion of the officer, requesting enforcement of the ordinance, and the answer of the party to the aforesaid conclusion, having duly considered the matter, have by a plurality of votes deemed this to be a matter of dangerous consequence, which cannot be tolerated in a place where justice is maintained. Therefore, doing justice in the matter of the conclusion of the said officer, we condemn the aforesaid Pieter Jacobsen Bosboom, as we condemn him hereby, according to the ordinance published on the

6th of October Anno 1656, to pay a fine of five hundred guilders and the costs of the trial and furthermore to be banished from this country for the period of three years. Thus done in the meeting held in Fort Orange on the 22d of January 1658.

[13] Ordinary Session Held in Fort Orange
January 22, 1658

Baefjen Pietersen, plaintiff, against Elbert Gerbertsen, defendant.

The parties having been heard, the court orders the parties respectively to have their affidavits confirmed by oath on the next court day.

Goossen Gerritsen, plaintiff, against Claes Teunissen, defendant.

The plaintiff demands payment of a promissory note of *f*848, on which *f*271:14 has been received. He requests payment of the balance.

The defendant says that the debt was contracted not in his time, but in the time of his wife's former husband, Jacob Luyersen, deceased, and maintains that the plaintiff must sue not him, but the curators, for payment.

The court orders that the plaintiff must sue the curators appointed to administer the estate of Jacob Luyersen, deceased, for payment.

Lowies Cobussen, plaintiff, against
Pieter Bronck

Default. and Dirck Bensick, defendants.

The plaintiff, demands payment of his salary for taking, at the request of the defendants, an inventory of the effects of Hans Vosch, in Katskill, for which he claims he earned *f*18:– in three days.

Pieter Bronck, defendant, appearing, admits that he, Dirck [14] Bensick, and Philip Hendericksz employed the plaintiff, but claims that Hans Vosch must pay the expenses.

The court orders the defendant to pay the aforesaid sum of *f*18:– to the plaintiff, reserving his right to recover the amount from the person whom the court will designate to him.

Cornelis Teunissen, plaintiff, against Jacob Janssen Stolle, defendant.

The plaintiff maintains that as he has farmed the slaughter's excise, those of the Esopus and Katskill must also pay the aforesaid excise.

The defendant says that those of the Esopus are exempt from all excise for the space of four years more, according to the "Exemptions

of New Netherland," and in case they are liable, the proceeds must redound to the benefit of their place, according to the ordinance drawn up by the director general and council of New Netherland.*

January 29, 1658. The court refers the matter to the director general and council of New Netherland.

Extraordinary Session Held in Fort Orange
February 8, 1658

Present:

Philip Pietersen
Jan Tomassen
Abraham Staets
Adriaen Gerritsz

The honorable officer, plaintiff, against Jochim *de Backer*, defendant.

The plaintiff complains that the defendant beat an Indian, who went with the court messenger to secure evidence as to the Indian's complaint that he had lost his *notas*† with servant at Jochim *de Backer's* house, and furthermore that the defendant threatened to beat the court messenger.

The defendant admits that he beat the Indian.

The court condemns the defendant to pay a fine of two pounds Flemish for the poor and releases him from confinement and irons.

Philip Pietersen
Abram Staes
Jan Tomasz
Adriaen Gerretsen

[15] The officer protests about the refusal to maintain justice, tending to the ruin of the country and hereby appeals to the director and council of New Netherland.

Actum in Fort Orange, in the presence of the magistrates, the 8th of February 1658.

La Montagne, officer
in Fort Orange

* See LO, 209, for this ordinance.

† a pouch carried by the Indians for personal items; possibly the same as a *tapoesjen*

Abraham Pietersen Vosburch, plaintiff, against
 Default. Tjerck Claessen and }
 Cobus Teunissen, } defendants

The plaintiff complains that the defendant had a tree hauled out of the woods, which he had cut down for lumber.

The defendant admits that he did so, saying that the log had lain in the woods for three years.

The court dismisses the plaintiff's complaint against the defendant on the ground that the plaintiff did not have his log hauled out of the woods within the space of three years.

The 5th of February, Albert Gijsbertsz confirmed by oath his affidavit against Baefien Pietersen, which he handed in at the request of Elbert Gerbertsen.

Reyer Albertsen, plaintiff, against Gijsbert van Loenen, defendant.

The plaintiff demands payment of four beavers and has caused the same to be attached in the hands of Dirrick Bensick.

The court declares the attachment valid and orders that the aforesaid four beavers be paid to him.

[16] The wife of Jan van Hoesen, plaintiff, against Gijsbert van Loenen.

The plaintiff demands payment of a certain sum of money and says that she has a note.

The court orders the plaintiff to produce her note on the next court day.

Pieter Bout's wife, plaintiff, against Pieter Jacobsen Bosboom, defendant.

The plaintiff demands payment of a certain sum of money.

The defendant produces a counterclaim.

The court orders the parties to settle with each other and to appear before the court on the next court day about the difference between the two accounts.

Poulus Martensen, plaintiff, against Harmen Bastiaensen, defendant.

The plaintiff demands payment of two beavers for keeping a cart in repair for the space of one year.

The court orders the plaintiff to pay the defendant the aforesaid two beavers within the space of six weeks. At the same time the defendant is released from the care of the cart, as the plaintiff has sold the cart.*

* The words *plaintiff* and *defendant* should be reversed.

The honorable officer, plaintiff, against Jan Martensz alias *de Wever*, defendant.

The officer complains that the defendant sold brandy or beer to the Indians, which is in violation of the ordinance.

The defendant denies that he did it, as he was not at home.

[17] The court sends the parties back for further evidence.

The plaintiff produces Jurriaen Teunissen and Barent Oosterman, who are examined on interrogatories as follows:

Interrogatory of Jurriaen Teunissen and
Barent Oosterman

| | |
|--|---|
| [1.] Whether he did not see that last Wednesday, in the house of Jan <i>de Wever</i> , by him, his wife, his maid, or someone else, beer was served in a pewter pint measure out of a large jug to two Indians who were lodging there and sat by the fire? | Jurriaen Teunissen answers, That he did not know and paid no attention. Barent Oosterman declares, That he saw that the Indians drank small beer from the <i>kan</i> . |
|--|---|

| | |
|---|---|
| 2. Whether he did not see the Indians drink from the pewter pint measure? | Jurriaen Teunissen answers, No. Barent Oosterman answers, Yes. |
|---|---|

Was signed:

Jurriaen Teunissen
Barent Oosterman

[18] Ordinary Session Held in Fort Orange
February 12, 1658

Present:

La Montagne
Philp Pietersen
Abraham Staets
Jan Toomassen
Adriaen Gerritsen

Jan van Hoesem, plaintiff, against Gijsbert van Loenen, defendant.

The plaintiff produces the promissory note in his favor, which the

court ordered him to present on the next court day, amounting to the sum of f210:–, for tavern expenses.

The defendant admits the debt.

The court orders the defendant to satisfy the plaintiff by [cash] payment, security, or draft payable in Holland, within the space of 14 days.

Baefjen Pietersen, plaintiff,
against

Default. Albert *Rademaecker*

Default. Rebecca de Trucx

Default. Geertruy Feckmans

Default. the wife of Albert *Rademaecker*

Default. Grietjen Brughmans,

} defendants.

Jan *de Wever* appeared and by oath confirmed his testimony, which he produced against Befien Pietersen, at the request of Eldert Gerbertsz.

Henderick Harmensen, plaintiff, against Daniel Rinckhout, defendant.

The plaintiff says that he leased the defendant's house and contracted that if either one of the parties should cancel the lease, he would the next day have to give a *tun* of beer and three *kanne* of brandy.

[19] The defendant acknowledges that he made the same contract and that the next afternoon or evening he canceled it.

The court orders the defendant to deliver the house, or in the default thereof to give a barrel of beer and three *kannen* of brandy according to their contract.

The officer, plaintiff, against Jochim *de Backer's* maid, named Anneken.

Being asked whether she did not see that an Indian left his *notas* on the counter or in the house when he bought cake from her, she answers, No.

Hans Vosch, deputy *schout*, plaintiff, against Jan *de Weever*, defendant.

The plaintiff, as deputy *schout*, complains that several times he has found people in the defendant's house, drinking, both after the ringing of the bell and during divine service, and requests that the defendant be fined according to the ordinance.

The court condemns the defendant to pay the plaintiff for each person found present and to recover the amount where he can.

[20] Ordinary Session Held in Fort Orange
February 19, 1658

Present:

La Montagne
Jacob Schermerhoorn
Philip Pietersen
Abraham Staets
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen

Philip Pietersen, attorney for Carsten *de Noorman*, plaintiff, against Hans Vosch, defendant.

The plaintiff demands fulfillment of a contract made between both parties about the purchase of the plaintiff's land, situated behind Marten Hendericksen's, for the sum of *f*150:– and produces the aforesaid contract.

The defendant says that the purchase was canceled and produces Philip Hendericksen as a witness.

The parties having been heard, the court orders the defendant to appear personally on the next court day to defend himself.

Pieter Loockermans, plaintiff, against
Default. Meeuwes Hoogenboom, defendant.

Jacob Janssen Flodder, plaintiff, against Hans Vosch, defendant.

The plaintiff demands the return of an account of *f*54:–.

The defendant produces a counterclaim and says that he settled with the plaintiff at Jan *de Wever's*, for a *kan* of brandy.

The court orders the defendant to prove that he settled with the plaintiff for a *kan* of brandy.

[21] Baefien Pietersen, plaintiff,

| | | | |
|----------|---------|--|---------------|
| | against | | |
| Default. | } | Rabecca de Trucx | } defendants. |
| | | Geertruy Fexmans | |
| | | Grietjen Brugmans | |
| | | the wife of Albert <i>de Rademaecker</i> , | |

Harmen Jacobsen, plaintiff, against Albert Gijsbertsen, defendant.

The plaintiff demands payment of the balance of the purchase price

of a house and lot, which he sold to the defendant.

The defendant says that the plaintiff did not deliver the whole of the lot.

The court orders that the lot shall be viewed by their honors.

Harmen Jacobsen, plaintiff, against the honorable officer La Montagne, defendant.

The plaintiff demands restitution of an *anker* of brandy, which the defendant, as officer, confiscated in the yacht *den Eendracht*.

The defendant admits that he did so, because the plaintiff had shipped eight *ankers* of brandy in the said yacht, without permit or the knowledge of the officer, in violation of the ordinance, and he demands that the plaintiff [22] be condemned to pay a fine of 500 guilders according to the ordinance.*

The honorable officer, plaintiff, against Jacobus Teunissen and Jan Roelofsen, defendants.

The plaintiff complains that the defendants drew knives on each other.

The [first named] defendant denies it, but says that Henderick, alias *de Koeherder*, drew his knife on Jan Roeloffsen and made a stab at his side, which glanced off.

Hans Vosch, deputy *schout*, plaintiff, against Pieter Janssen *Lamaecker*.

The plaintiff says that the defendant complained to him that he was cheated.†

The defendant denies that he complained.

The court orders the plaintiff to prove on the next court day that the defendant complained that he had been cheated.

[23] Whereas Jan Anderiessen de Graeff and Pieter Jacobsen Bosboom, on the first of January 1658, when a certain *Maquas* Indian came to the house to return a keg containing about 1½ *kannen* of brandy which he said he had bought there from them for two beavers and which was not enough, ventured, on his coming into the house, to take the keg with brandy away from him by force and to hide the same without returning his beavers, for which the honorable court, in order to prevent certain consequences and further mischief, satisfied the Indian. Therefore, said

* See *LO*, 233, for this ordinance.

† *afgeslagen*; possibly something to do with the price of a gunstock; also possible that *afgeslagen* refers to a fight between the plaintiff and the defendant, during which the defendant was "beaten up."

wanton violence and hostility shown to the Indian being no small matter, but a matter of serious consequence, the honorable court, having duly considered the matter according to the testimony and evidence, have sentenced, as they do sentence hereby, the delinquents, each of them, to pay a fine of one hundred twenty-five guilders and in addition the two beavers which their honors paid to the Indian, and furthermore all costs of the trial, etc. Thus done in the court of Fort Orange, the 11th of March 1658.

Abraham Staas
 Jan Thomasz
 Adriaen Gerretsen

[24] Ordinary Session Held in Fort Orange
 March 11, 1658

Present:

J. La Montagne
 Jacob Schermerhoorn
 Phillip Pietersen
 Abraham Staets
 Jan Tomassen
 Goossen Gerritsen
 Adriaen Gerritsen

Dirrick Janssen Croon, plaintiff, against Daniel Rinckhout, defendant.

The plaintiff complains about the payment for some brandy, which the plaintiff sold to the defendant and for which the defendant paid 50 beavers on account. Among these 50 beavers are 30 three-quarter skins, so that the plaintiff demands other beavers.

The defendant admits that he bought the brandy.

The court orders the defendant to replace the aforesaid three-quarter skins by good, whole beavers or pay for them within the space of six weeks.

Jacob Janssen Flodder, plaintiff, against Hans Vosch, defendant.

The parties appearing for the second time before the court about the difference between their accounts against each other, the plaintiff denies that he bought 200 cabbages from the defendant. The plaintiff refusing to swear to his statement and the defendant having taken the oath, the

court, upon liquidation of the accounts, adjudges that the defendant must pay the plaintiff *f*11.

Marcelis Janssen, plaintiff, against Meyndert Fredricksz, defendant.

The plaintiff, as farmer of the burghers' excise,* complains that the defendant has had a half barrel of good beer brought into his house without permit.

[25] The defendant says that he earned it with his fellow workers and that it was brought into his house.

The court orders the plaintiff to recover payment from Albert *de Noorman*, who had it brought into the defendant's house.

J. Provoost, plaintiff, against
Default. Harmen Jacobsen, defendant.

Mr. Corler, plaintiff, against
Default. Harmen Jacobsen, defendant, whose property is attached.

Jan Tomassen, plaintiff, against Evert Hedemans, defendant.

The plaintiff demands restitution of an empty half cask, which he had sawed in two.

The defendant admits it, but says that he found the cask in the river.

The court orders the defendant to pay for the half cask and forbids him to do so again.

Anderies Herbetsen, plaintiff, against Hans Vosch, defendant.

The plaintiff demands payment of 48 *schepels* of corn for which the plaintiff gave the defendant goods to be bartered. The defendant remaining in default, the plaintiff demands restitution of the goods or the corn.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff one crown† for each *schepel* of corn.

The nomination of magistrates

| | |
|-------------------|---------|
| Pieter Hartgers | 7 votes |
| Francoys Boon | 7 votes |
| Sander Leendersen | 7 votes |
| Willem Teller | 5 votes |

* This is identical to the tax most often referred to as the excise on beer, wine etc.; see page 109n for the function of the farmer.

† a monetary unit worth two guilders

Jan Verbeeck

6 votes

Dirck Janssen Croon

4 votes

[26] Ordinary Session Held in Fort Orange
March 26, 1658

Present:

Lamontagne
Jacob Schermerhoorn
Philip Pietersen
Goossen Gerritsen
Abraham Staets
Jan Toomassen
Adriaen Gerritsen

Barent Albertsen, plaintiff, against Teuwes Abrahamsen and Pieter Loockermans, defendants.

The plaintiff says that he engaged the defendants to build his house more than two years ago and that they make no progress with the house.

The defendants say that it is because of lack of materials.

The court orders the defendants to go to work within the space of 14 days and not to quit until the house is finished.

Cornelis Cornelissen, plaintiff, against Michiel Poulussen, defendant.

The plaintiff demands payment of the sum of *f*162:, being the remainder of *f*330:-.

The defendant admits the debt, but claims his entire freight charges of last fall, according to the agreement with the plaintiff, which amount to 90 guilders.

The plaintiff replies that it is not his fault that the defendant did not get his complete cargo, as he had a raft of planks made, but the defendant departed during the night, leaving the raft behind.

The defendant says that as the plaintiff had not delivered his planks to him near the work and he was able to get a cargo here, he left during the night for fear of the ice and claims the freight.

[27] The court orders the defendant to give security for the payment of the sum of *f*162 cash, or to remain under arrest here in Fort Orange, reserving his claim for freight charges until further proof.

Extraordinary Session Held in Fort Orange,
March 29, 1658

Present:

La Montagne
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen

Jan Harmensen, plaintiff, against Dirck Bensick, defendant.

The plaintiff complains that the defendant beat him in his own house with an unsheathed sword and shows the marks and streaks to the court.

The defendant denies that he did so.

The plaintiff produces as witnesses Cornelis Teunissen and Jacob Tijssen, who declare that they saw Dirck Bensick several times beat the plaintiff, to wit, Jan Harmsen, with his naked sword, but do not know the reason why.

The court, having heard the parties and considered the matter, condemns the defendant to pay a fine of one hundred fifty guilders and the costs of the trial.

[28] Extraordinary Session Held in Fort Orange,
on Wednesday, the First of May Anno 1658

In the place of the retiring ordinary magistrates, Jacob Schermerhoorn and Philip Pietersen, and Goossen Gerritsen, extraordinary magistrate, according to the extract from the resolutions of the honorable director general and council of New Netherland, Pieter Hartgers and Francoys Boon, as ordinary magistrates, and Dirck Janssen Croon, as extraordinary magistrate, have been chosen and confirmed from the double number nominated, who, having been summoned by the court, have taken the following oath of fidelity before the commissary:

We, the undersigned, as chosen magistrates of the bench of justice of Fort Orange and the village of Beverwijck, promise and swear in the presence of God Almighty and our fellow members, that we shall help to administer law and do true justice between man and man and furthermore, according to the best of our knowledge and ability, carry out and help promote all that concerns justice and administration, as also in all

respects to be true and faithful toward the lords states general of the United Netherlands, the honorable directors of the Chartered West India Company and the director general and council of New Netherland, with the further promise to help maintain here the Reformed religion according to the word of God and the regulations of the Synod of Dordrecht and not to tolerate publicly any sects. So help us God Almighty.

[29] After having been congratulated, the aforesaid Pieter Hartgers, Francoys Boon, and Dirck Janssen Croon this day took their seats.

The retiring magistrates are discharged from their oath and thanked for their good services and the performance of their duty, with promise that with regard to their honorarium of f150 a year, they will, at the opportune time and when the treasury is well supplied, receive consideration and be paid the same as the present and future magistrates.

Upon deliberation it is agreed and decided that the magistrates, who retire annually, shall for the space of one year be exempt from mounting the ordinary burgher guard, but nevertheless, in case of need and when commanded, be obliged to do all extraordinary guard duty the same as other burghers, according to the resolution passed on *primo* May 1658; confirmed by the honorable director general of New Netherland.*

[30] Ordinary Session Held in Fort Orange
primo May 1658

Present:

La Montagne
Abraham Staets
Jan Tomassen
Adriaen Gerritsen

Jacob Janssen Flodder, plaintiff, against Jan *Roodthaer*, † defendant.

Carsten Fredricksz, plaintiff, against Jan Harmsen, defendant.

The plaintiff demands payment of f1150.

The defendant admits the debt and requests two months' time.

* This confirmation must have been made in advance of the formal resolution because Stuyvesant does not appear to have been in Beverwijck during this session of the court.

† literally, red hair; this is Jan Hendricksen van Salsbergen *Timmerman*. He appears in the records with various combinations of these components for his name.

The court condemns the defendant to pay the plaintiff the sum of f1150 demanded within the space of six weeks, on pain of attachment.

Henderick Jochimsen, plaintiff, against Hans Vosch, defendant.

The plaintiff demands payment of a certain sum of money for food and drink supplied at his house to Dirck Bensick and Pieter Bronck by order of Hans Vosch.

The defendant denies the debt and says that he knows nothing about it.

The court orders the plaintiff to recover the amount as best he may from Dirck Bensick or Pieter Bronck, who spent it at his house.

Mr. Arent van Curler, plaintiff, against
Default. Jan Gauw, defendant.

Volckert Janssen, plaintiff, against Adriaen Appel, defendant.

The defendant demands payment of f850:9:-.

The defendant admits the debt and requests time.

The parties having been heard, the court condemns the defendant to pay the sum of f850:9:- demanded within the space of six weeks, on pain of attachment.

Hans Vosch, plaintiff, against
Default. Foppe Barentsen, defendant.

[31] Extraordinary Session Held in Fort Orange
primo May 1658

Present:

La Montagne
Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon

Leendert Philipsen, plaintiff, against Henderick *de Backer*, defendant.

The plaintiff says that the defendant rented his house from Tjerck Claessen, also lessee (to wit, the first lessee), and demands payment therefor.

The defendant says that he does not know the plaintiff, as he rented

the house from Tjerck Claessen and that he regards the said Tjerck as the lessor.

The court orders the plaintiff to recover the amount from Tjerck Claessen and dismisses his complaint.

Johannes Provoost, plaintiff, against Henderick *Bierman*, defendant.

The plaintiff, as attorney for Fredrick Philipsen, demands of the defendant payment of 88 beavers, due to the said Fredrick by the defendant and Harmen Jacobsen, partners, according to the promissory note, which he produces.

The defendant denies the debt and the bond.

The court, having heard the parties and examined the note which was produced, seeing that the note was executed and signed only by Harmen Jacobsen, dismiss the plaintiff's complaint until he produces further proof, or orders him to recover the amount from Harmen Jacobsen.

Tuenis Spitsbergen and his partner have received of Wijnant Gerritsen 11 beavers of a total of 18, so that there are still 7 beavers due to the said Spitsbergen.

[32] Ordinary Session Held in Fort Orange
May 7, 1658

Present:

Lamontagne
Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon

Pieter Adriaensen, plaintiff, against
Default. Teuwes Abrahamsen and Pieter Lookermans, defendants.

Mr. van Corler, plaintiff, against Jan Gauw, defendant.

The plaintiff demands restitution of a canoe, which the defendant without knowledge of the plaintiff has taken from the shore.

The defendant [says] that without knowing it he has taken the plaintiff's canoe, because there were two canoes and he took the wrong one. He offers another canoe [instead].

The court, having heard the parties, condemns the defendant to restore the plaintiff's canoe, or another as good as his, within the space of 24 hours, and to pay the costs of the suit.

The former magistrates, plaintiffs, against Teunis Teunissen *Metselaer*, defendant.

The plaintiffs demand payment of the fine imposed on his wife a year and a half ago.

The defendant admits the debt and humbly requests delay in payment and grace.

The court condemns the defendant to pay *f*100 in a month and the balance a year later.

Albert Gerritsen, plaintiff,

against

| | | | | | |
|----------|--|---|--|---|-------------|
| Default. | <table border="0"> <tr> <td style="font-size: 3em; vertical-align: middle;">{</td> <td style="padding: 0 10px;"> Willem <i>de Backer</i> Pieter Loockermans Foppe Barenzen, </td> <td style="font-size: 3em; vertical-align: middle;">}</td> <td style="padding-left: 20px; vertical-align: middle;">defendants.</td> </tr> </table> | { | Willem <i>de Backer</i> Pieter Loockermans Foppe Barenzen, | } | defendants. |
| { | Willem <i>de Backer</i> Pieter Loockermans Foppe Barenzen, | } | defendants. | | |

[33] Ordinary Session Held in Fort Orange
May 14, 1658

Present:

Lamontagne
Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon

Barent Slecht, plaintiff, against Pieter Bronck and Jacob Adriaensen, defendants.

The plaintiff demands payment of *f*64.; for which Pieter Bronck in Katskil became surety for Jantjen *de Iersman*.

The defendant says that he gave the plaintiff an order on Jacob Adriaensen, to wit, orally.

The plaintiff replies that if Jacob Adriaensen will pay in three days, he will be satisfied. If not, he will maintain his claim against Pieter Bronck.

The court condemns the defendant, Pieter Bronck, to pay the sum of

f64 demanded to the plaintiff within the space of eight days, or to furnish surety to pay within six weeks, the defendant to recover the amount if he can from Jacob Adriaensen.

Cornelis Wijncoop, plaintiff, against

Default. { Tjerck Claessen
and his servant, defendants.

Cornelis Wijncoop, plaintiff, against Cornelis Teunissen, defendant.

[34] The plaintiff claims compensation for winter fodder of a bull owned in common and demands two beavers for it.

The defendant denies the debt and maintains that the plaintiff is also liable, as the bull is owned in common.

The court orders the defendant to pay the plaintiff 10 guilders in sewant for fodder within the space of three days and to recover the amount as best he may.

Jan Roeloffsen, plaintiff, against

Default. Willem Hoffmeyer, defendant.

Jan van Hoesem, plaintiff, against Albert *de Rademaecker*, defendant.

The plaintiff demands payment of the balance of 113 *schepels* of wheat, according to a contract which they had with each other at the rate of 3 *schepels* of wheat for one beaver, of which 75 *schepels* have been paid for, so that there is still due the plaintiff 38 *schepels* of wheat.

The defendant not being able to deny his signature, he, the defendant, is ordered by the court to pay the plaintiff the remaining 38 *schepels* of wheat within the space of six weeks.

Jacob Teunissen, plaintiff, against

Default. Trijn Claes, defendant.

Marcelus Janssen, plaintiff, against

Default. Meeuwes Pietersen, defendant.

Reynier Wisselpenningh, plaintiff, and Tomas Lodowijksen, coplaintiff,

against
Willem Teljer
Evert Wendels
Jan Verbeeck
Pieter Hartgers,)
defendants.

[35] The plaintiff, for making the small baptistry of the church, claims two-third parts [of the payment] in beavers and the other third part in sewant, the total amounting to the sum of 270 guilders.

The defendants say that as the deaconry was not well supplied with beavers, it was agreed that they should pay one-third part in beavers and two thirds part in sewant.

The plaintiff has confirmed his statement by oath, the court orders the defendants to pay the plaintiff two-third parts in beavers and one third part in sewant.

The honorable officer, plaintiff, against Luycas Pietersen, defendant.

The honorable plaintiff complains that the defendant in the evening after Easter day acted very insolently toward the deputy *schout*. Meeting the said deputy *schout* with a firebrand, he called out: *Waerda?*,* struck the said deputy *schout* on the breast and committed great violence.

The defendant denies it and refuses to take his oath.

The court orders the defendant to be taken into custody, unless he give sufficient bail for his appearance on the next court day.

[36] Ordinary Session Held in Fort Orange
May 21, 1658

Present:

Lamontagne
Abraham Staets
Jan Tomassen
Pieter Hartgers
Francois Boon
Adraien Gerritsen
Dirck Janssen Croon

Henderick Janssen Reur, plaintiff, against
Default. Teunis Cornelissen, alias *Jonge Poentie*, defendant.

Jan Roeloffsen, plaintiff, against
Default. Willem Hoffmeyer, defendant.

Issack de Foreest, plaintiff, against Jacob Teunissen, defendant.

The plaintiff, attorney for the honorable Johannes Nevius, demands

* This is possibly an attempt at the German military challenge *wer da*: who goes there?

payment of one half of his wife's passage money from Holland to New Netherland, amounting to the sum of *f*60:–.

The defendant's wife not being able to deny the promissory note or her signature to it, the defendant is ordered by the court to pay the plaintiff the sum of sixty guilders demanded within the space of six weeks.

Barent Pietersen, plaintiff, against Harmen Bastiaensen, defendant.

The plaintiff demands fulfillment of a contract made between the plaintiff and the defendant.

The defendant acknowledges to have made the contract between him and the plaintiff.

[37] The court, having heard the parties, orders the defendant to fulfill the aforesaid contract; if not, the plaintiff may sue, the costs to be paid by the party who is in the wrong.

Hans Vosch, deputy *schout*, plaintiff, against Marcelus Janssen, defendant.

The plaintiff says that the defendant fought with Barent *de Brouwer*, for which by way of fine he retained a pound Flemish which he owed the defendant, whereupon the defendant called the plaintiff a scoundrel. He demands reparation of honor.

The defendant denies that he fought with Barent *de Brouwer*, but acknowledges that he said that the plaintiff was a scoundrel because the plaintiff unjustly kept a pound Flemish out of what he owed him.

The court having heard the parties, the defendant is fined two pounds Flemish, because he called the plaintiff in his official capacity, on account of a small matter, a scoundrel.

The honorable officer, plaintiff, against Luycas Pietersen, defendant.

The plaintiff complains, as may be seen in the minutes of the preceding court day, about the very insolent and violent conduct toward Hans Vosch, the deputy *schout*, in his official capacity, of which the defendant has not been able to purge himself, as he has several times refused to take the oath. The aforesaid deputy *schout* having taken the oath, the plaintiff requests judgment.

[38] The court having considered the matter, the defendant refusing to take the oath, and the deputy *schout* having taken his, the defendant is condemned by the court to pay a fine of sixty guilders and the costs of the trial and to remain under arrest here in the fort until he shall have furnished sufficient security.

Ordinary Session Held in Fort Orange
June 4, 1658

Present:

Jan de la Montagne
Jan Tomassen
Pieter Hartgers
Adriaen Gerritsen
Francois Boon

Pieter Roode, plaintiff, against
Toomas Janssen, defendant.

The plaintiff says that the defendant, by whom he was hired as assistant servant, holds back his tips while employing him to haul grain, which he claims he is not bound to do. He demands that his tips be turned over to him and that he be employed in the brewery, or that he be discharged from his service.*

The defendant consents to the plaintiff's release from his service, provided that he satisfy the defendant for the money received over and above his wages either by making payment or giving security, or else that he shall fulfill the term of his service.

Fiat the defendant's offer.

Hans de Vos, plaintiff, against Jan van Breemen, defendant.

The parties having been heard, the matter is referred to arbitrators, chosen by the parties in the presence of the court, to wit, Henderick Jochemsen for the plaintiff and Pieter Bronck for the defendant.

[39] Jacob Adriaensen, plaintiff, against Cristoffel Davits, defendant.

The parties having been heard, it is ordered that the defendant shall submit his answer in writing on the next court day.

Hendr. Reur, plaintiff, against
Teunes Cornelis, defendant.
Defendant in default.

* Tomas Jansen lived next to Marten Hendricksen's brewery and probably worked there; Jansen apparently hired Pieter Roode to assist him either in the brewery or in the tavern but instead used him to haul grain for which no tips were forthcoming.

Ordinary Session Held in Fort Orange
June 18, 1658

Present:

J. De la Montagne
Jan Toomassen
Pieter Hartgers
Francois Boon
Adriaen Gerritsen

Wijnant Gerritsen, plaintiff, against Abraham Vosburch, defendant.

The plaintiff requests that the agreement made on the 28th of May 1658 between him and the defendant through the intermediary of Jan Verbeeck and Ariaen Appel in the presence of D. van Hamel, secretary of Rensselaerswijck, may be approved by the court.

The defendant acknowledges that he made such an agreement, but declares that there are some obscure points in it which he should be glad to have explained.

The court, having heard the parties and examined the agreement between them, refer the parties to the aforesaid arbitrators and for the explanation of the same to the gentlemen of the court of Rensselaerswijck.

[40] Hester Fonda, plaintiff, against Hans Vos, defendant.

The plaintiff demands payment of three beavers for a gun sold to the defendant.

The defendant admits that he bought the gun for *f*23 in sewant, of which he paid *f*16 on account.

The court, having heard the parties, order the defendant to pay the plaintiff the sum of *f*14.

Flip *de Brouwer*, plaintiff, against Albert Gerrits and Jan van Eckel, defendants.

The plaintiff requests a writ of execution of a judgment in his favor rendered by the court of Rensselaerswijck against the defendants.

The defendants acknowledge that such a judgment was given.

The court orders that the said judgment shall be executed according to law.

Jan Harmensen, plaintiff, against Albert Gerritsen, defendant.

The plaintiff demands payment of the sum of 373 guilders.

The defendant admits the debt.

The court condemns the defendant to pay within the space of six weeks, on pain of attachment.

Hendrick Reur, plaintiff, against Hendrick Gerrits, defendant.

The plaintiff demands payment of the sum of 22 guilders, 4 stivers.

The defendant admits the debt.

Fiat condemnation, to pay within ten days, on pain of attachment.

[41] Arent van den Berch, plaintiff, against Teunis Jacobsen, defendant.

The plaintiff demands payment of 12 guilders for a hog which he [the defendant] is alleged to have run over.

The defendant denies that he did so.

The parties having been heard, it is ordered that the plaintiff shall prove his charges on the next court day.

Extraordinary Session held in Fort Orange June 19, 1658

Present:

Jan Tomassen

P. Hartgers

Francois Boon

Adriaen Gerritsen

The honorable officer, plaintiff, against Jurriaen Teunesen, *Glase-maecker*, defendant.

The plaintiff says that the defendant laid in his cellar two half barrels of good beer without certificate from the farmer of the excise, which is contrary to the ordinance of their high mightinesses, the states general.* The plaintiff, therefore, in his official capacity demands that the defendant be fined *f*200 and be suspended from tapping for the period of two years.

The defendant admits that he put the two half barrels of beer in his cellar and that they were found by the farmer of the excise accompanied by the court messenger, for which, as he [42] afterwards heard, no excise certificate had been obtained. But he claims that it was not his fault, but Tenuis Jacobsz *de Bierdraeger's*, whom he ordered to do so, and that the failure was due to Huybert Jansen, whom the beer carrier put in his place.

* See *LO*, 263–65, for this ordinance.

Teunis Jacobsen *Bierdrager*, being examined about the matter before the court, acknowledges that he put Huybert Jansen in his place in the tavern to carry beer, but denies that he had orders from the defendant to fetch a certificate.

The parties having been heard, the court orders the defendant to satisfy the plaintiff or to settle with him.

Ditto officer, plaintiff, against Flip *de Brouwer*, defendant.

The plaintiff says that the defendant has had his servant, without the help of the beer carrier, take beer out of his brewhouse into the cellar of Juriaen Teunesen *Glasemaecker*, tapster here, which is a violation of their high mightinesses' ordinance and regulations. He, the officer, *ex officio*, demands that the defendant be fined *f*200 and in addition be suspended for the period of two years, according to the aforesaid regulations.

[43] The defendant says that it happened during his absence through the ignorance of his servant, who does not know of such regulations. He therefore requests to be excused from paying such fine, promising to see to it that it shall never occur again in his brewhouse.

The parties having been heard, the court orders the defendant to satisfy the plaintiff or to settle with him.

Ordinary Session Held in Fort Orange June 25, 1658

Present:

J. de la Montagne
Abraham Staets
Jan Tomas
P. Hartgers
Francois Boon
Adriaen Gerritsen
Dirck Jansen Croon

Govert Loockermans, plaintiff, against Abraham Vosburch, defendant.

The plaintiff, as attorney for the curators of the estate of Hardenberch,* demands payment of 7 beavers, with the interest thereof and costs.

The defendant admits the debt.

* Jan Hardenberch

The court, having heard the parties, orders the defendant to pay the sum demanded, with the interest thereon from the expiration of the term and reasonable expenses incurred in promoting the payment, within the space of ten days, on pain of attachment.

[44] Govert Loockermans, attorney as above, plaintiff, against Jackes Tijsen, defendant.

The plaintiff demands payment of *f*100 in beavers and *f*150 in sewant.

The defendant admits the debt and declares that at present he has no means of paying on account of his serious accident and prolonged illness. He offers a mortgage on his house here as security for the debt.

The plaintiff accepts the offer. *Fiat*.

Jacobus Jansen, plaintiff, against Jan Tomassen, defendant.

The plaintiff demands payment of *f*28, which Lubbert, the defendant's servant, owes him and which the defendant has agreed to pay, having accepted the amount.

The defendant denies that he agreed to pay the debt or to accept the account.

The court orders the plaintiff to prove his statement on the next court day.

Rut Jacobsen, plaintiff, against Harmen Yden, defendant.

The plaintiff demands payment of *f*34:4—.

The defendant admits the debt.

The court orders the defendant to pay within the space of fourteen days.

Anderies de Vos, attacher and plaintiff, against Jan Verbeeck, defendant.

The attacher says that about four years ago he furnished through Adam Roelants to P. Leendersen vande Grist at the Manathans eighty pine planks, at 25 stivers apiece, as appears [45] from the promissory note written and signed by the said Poulus Leendersen vande Grist, for which sum the plaintiff caused the said P. Leendersen vande Grist, being here, to be cited, who, appearing before this court, acknowledged that he had received the said planks and written and signed the note for them, but objected that the said planks were used, not for himself, but for the fort in the city of Amsterdam in New Netherland, maintaining that he was not amenable to this court and not liable to attachment according to the privileges of the great burgher right granted to the city of Amsterdam in New Netherland. Judgment in this matter was given by the commissary

and magistrates of this court, whereby the said Poulus L. v. Grist under date of June 11, 1657, was condemned to pay the sum of f118:15 within the space of six weeks and ordered to give sufficient security before his departure, the court granting him the privilege to recover the amount from whomsoever the court would designate. The said Poulus Leendersen having appealed this judgment on the 14th of the said month to the director general and council of New Netherland [46] and not having prosecuted said appeal within the space of one year, the plaintiff claims that the appeal must be dismissed and requests that the money attached, for so far as he is concerned, with the interest thereof, be paid to him by Jan Verbeeck, under guarantee of restitution in case of need.

The court orders Jan Verbeeck, the defendant, to pay the plaintiff out of the money attached as much as the sum of f118:15, with the interest thereof since the 11th of June 1657, provided that the plaintiff give security for the restitution in case of need and that he have notice hereof served on P. L. vande Grist, in order that he do not plead ignorance.

Anderies de Vos, appearing before the court, requests that Claes Gerrits, whom he had summoned, shall confirm by oath a certain affidavit which he, Marten Herpertsen and Harmen Wollemans, on the 3d of February 1656, made out before the *Heer van Hamel*, secretary of Renselaers-wijck, and at the same shall produce the said affidavit in court.

[47] Having appeared before the court, Claes Gerrits has, after the reading of the said affidavit, in the presence of the court declared under solemn oath that the same was true and correct.

Jan van Hoesem, plaintiff, against Gijsbert van Loenen, defendant.

The plaintiff demands payment of f210:-.

The defendant acknowledges the debt and promises to pay each month f12.

The plaintiff accepts. *Fiat*.

Pieter Bronck, plaintiff, against Jan Teunissen, defendant.

The plaintiff demands payment of f153: in beavers.

The defendant acknowledges the debt, but objects that the defendant has not fulfilled the contract between the parties.

The parties having been heard, the court orders the plaintiff to produce the contract on the next court day.

Willem Fredricksen, farmer of the excise, against Henderick Claessen, defendant.

The plaintiff demands payment of the excise amounting to f100.

The defendant acknowledges the debt.
The court condemns the defendant, etc.

[48] Albert Gerritsen, plaintiff, against Huybert Janssen, defendant.

The plaintiff demands payment of *f*18.

The defendant admits the debt, but says that he worked four days for the plaintiff at *f*2:10 per day.

The court orders the defendant to pay the remaining *f*8 within the space of 14 days.

Rutger Jacobsen, plaintiff, against
Default. Adriaen Apell, defendant.

Albert Gerritsen, plaintiff, against
Default. Barent Albertsen, defendant.

Idem against Matteus Abrahamsen, defendant. Default.

Albert Gerritsen, plaintiff, against
Default. Pieter *Lamaecker*, defendant.

Pieter Loockermans, plaintiff, against
Default. Pieter *de Brouwer*, defendant.

Teunis Slingerlant, plaintiff, against
Default. Femmetien *de Baxter*, defendant.

Jan *de Wever*, plaintiff, against Jan Eeraerts, defendant.

The plaintiff demands payment of *f*25:–.

The defendant admits the debt.

Fiat. Paid.

[49] Ordinary Session held in Fort Orange,
July 2 Anno 1658

Present:

La Montagne
Jan Thomassen
Abraham Staets
Pieter Hartgers
Francois Boon
Adriaen Gerritsen
Dirck Janssen

Govert Loockermans, plaintiff, against Femmetien *de Baxter*, defendant.

The plaintiff demands payment of *f*166, with the interest on it, as appears from the promissory note, which he produces, executed in the year 1655.

The defendant admits the debt and requests one year's time.

The plaintiff consents thereto, provided that he have a mortgage on the defendant's house. *Fiat*.

Idem plaintiff, against Teunis Cornelissen, defendant.

The plaintiff demands payment of *f*176 in beavers, being the balance of a larger sum, with the interest thereof for one year's time, as appears from the promissory note which he produces.

The defendant, appearing by his wife, admits the debt and offers to pay in good, merchantable sewant at *f*10 for one beaver.

The court, having heard the parties, condemns the defendant to pay the aforesaid sum at *f*10:10 per beaver within the space of 14 days.

Idem plaintiff, against Lambert van Valckenborch, defendant. Default.

Idem plaintiff, against Reynier Wisselpenningh, defendant.

The plaintiff says that he has attached the sum of *f*200 in the hands of the defendant, of which sum the defendant has paid *f*143:15, so that there is still due the sum of *f*65:5; which attachment is provisionally declared valid.

[50] Teunis Slingerland, plaintiff, against Femmetien Alberts, defendant.

The plaintiff demands payment of *f*445, as appears from the promissory note, which he produces.

The defendant admits the debt and offers to pay in the space of a year.

The plaintiff accepts the offer on condition that he be given a mortgage on the defendant's house. *Fiat*.

Volckertien van Hoesem, plaintiff, against Femmetjen *de Baxter*.

The plaintiff demands payment of seven beavers, being the balance of 13, according to a promissory note, which she produces.

The defendant admits the debt.

The parties having been heard, the court orders the defendant to pay the aforesaid seven beavers in six weeks.

Pieter Bronck, plaintiff, against Jan Teunissen, defendant.

The plaintiff demands payment of 15 guilders in beavers for rent of his house.

The defendant denies the debt because the plaintiff has not fulfilled his contract.

The court, having heard the parties, orders the parties to appear before the court on the next court day to prove the indebtedness or nonindebtedness by means of the contract or otherwise.

Idem plaintiff, against Jacob Teunissen, defendant.

The plaintiff demands payment of 23½ beavers for house rent.

The defendant denies that he owes 23½ beavers, because the plaintiff has failed to fulfill his contract.

The court sends the parties back until the next court day for further proof and orders them to produce at the same time their contract.

[51] Jan Gauw, plaintiff, against Tjerck Claessen, defendant.

The plaintiff demands 5 or 6 beavers.

The defendant admits the debt, but claims a discount, as he has had no accommodation, the plaintiff being obliged to do some masonwork for him.

The parties having been heard, the court orders the plaintiff to carry out his agreement and condemns the defendant to pay the sum demanded after the work is done.

[54]* Ordinary Session Held in Fort Orange
July 9, 1658

Present:

La Montagne
Abraham Staets
Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen
Dirrick Janssen Croon

Jan van Hoesem, plaintiff, against Tjerck Claessen, defendant.

The plaintiff demands payment of f100 in beavers and f28 in sewant, as appears by the promissory note, which he produces.

The defendant admits the debt.

The parties having been heard, the defendant is ordered by the court

* Pages 52 and 53 are blank.

to pay the plaintiff the *f*100 in beavers and *f*28 in sewant in the space of three weeks.

Rutger Jacobsen, plaintiff, against Cornelis Vosch, defendant.

The plaintiff demands payment of *f*430 in sewant.

The defendant admits the debt.

The court orders that the second payment on the [defendant's] house shall be security for the debt and that [the plaintiff] shall receive his share in proportion with others.

Idem plaintiff, against Jan van Breemen, defendant.

The plaintiff demands payment of a balance of account, amounting to *f*160.

The defendant admits the debt.

The court orders that the plaintiff shall receive consideration together with other creditors and condemns the defendant to pay the sum demanded.

[55] Rutger Jacobsen, plaintiff, against Femmetjen *de Baxter*, defendant.

The plaintiff demands payment of *f*230:8:—.

The defendant admits the debt.

The court orders the defendant to pay the sum of *f*230:8 demanded in the space of one year. Meanwhile, the large house of the defendant remains mortgaged for the payment of the aforesaid sum.

Foppe Barentsen, plaintiff, against the wife of Claes van Rotterdam.

The plaintiff complains that the defendant called him an informer and a scoundrel.

The defendant denies that she did so.

The court orders the plaintiff to prove on the next court day that the defendant called him so.

Foppe Barentsen, plaintiff, against Cornelis Vosch, defendant.

The plaintiff demands payment of *f*60.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the *f*60 in the space of six weeks.

Juffrouw de Hulter, plaintiff, against Jacob Tijssen, defendant.

The plaintiff demands payment for 5,500 bricks.

The defendant admits the debt, but says that the plaintiff promised the defendant to deduct the amount from the account of her servants, which the plaintiff denies.

The court orders the defendant to prove his statement on the next court day.

[56] *Juffrouw* de Hulter, plaintiff, against Cornelis Vosch, defendant.

The plaintiff demands payment of 12,000 bricks and 1,600 pantiles, as appears by the account which she produces, for which sum she attached the first payment for his newly sold house.

The defendant admits the debt and requests that the payment for the said materials be deferred until the second payment for his newly sold house.

The plaintiff accepts.

The court orders the defendant to pay the plaintiff for the aforesaid pantiles and bricks out of the second payment for his newly sold house.

Cornelis Vosch requests that Abraham Staets may receive 7 beavers out of the first payment for his house.

Jan Joosten, plaintiff, against Albert Gerritsen, defendant.

The plaintiff gives notice of the attachment of the first payment for his house, on account of failure to pay the sum of *f*269:10, in beavers.

The defendant admits the debt.

The court condemns the defendant to pay the plaintiff the above mentioned sum out of the first payment for his house in the space of two or three days.

Harmen Vedder gives notice of the attachment of the first payment for the house of Albert Gerritsen in the sum of *f*245.

The court declares the attachment valid.

Harmen Vedder, plaintiff, against Dirck Bensick, defendant.

The plaintiff gives notice of the attachment of the defendant's house in the hands of Cobus *de Snijder*, who became the purchaser of the house for the sum of *f*671:10:--.

[57] The defendant admits the debt.

The court declares the attachment valid and orders the defendant to pay the plaintiff in proportion to other creditors out of the first payment.

Harmen Vedder, plaintiff, against
Default. Marten *Bierkaecker*, defendant.

Pieter Jelle, plaintiff, against Cornelis Vosch, defendant.

The plaintiff demands payment of nine beavers.

The defendant admits the debt, but says that the plaintiff must finish

his work.

The plaintiff replies that he has a contract with the defendant.

The court orders the plaintiff to prove on the next court day that he has a contract with the defendant.

Teunis Slingerlant, plaintiff, against Femmetjen *de Baxter*.

The plaintiff demands payment of f445.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded in proportion to the other creditors.

Teunis Spitsbergen, plaintiff, against Cornelis Vosch, defendant.

The plaintiff demands payment for materials furnished for the defendant's house, amounting to f126:8, for which he attaches the first payment for the house.

The defendant admits the debt.

The court declares the attachment valid and orders the plaintiff to be paid in proportion to the other creditors.

[58] By order of the court a record is made of the length and breadth of the lot of Teunis Spitsbergen, situated to the north of the churchyard: in width 5 rods, 2 feet; in length, in the middle, nine rods, eight feet; in width, on the east side, 5 rods, 9 feet.

Claes Bever, plaintiff, against Marcelus Janssen, defendant.

Whereas the defendant,* on the preceding court day, was ordered to prove that he had not given complete power to the arbitrators and whereas he has failed to produce such proof, he, the plaintiff, is ordered by the court to pay the defendant one beaver, according to the award of the arbitrators.

Pieter Bronck, plaintiff, against Jan *de Wever*, defendant.

The plaintiff demands payment of f196:–.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum of f196:– demanded in the space of six weeks.

Pieter Bronck, plaintiff, against Cornelis Vosch, defendant.

The plaintiff demands payment of a certain sum of money.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded

* mistake for plaintiff(?)

in the space of six weeks.

Dirck Janssen Croon, plaintiff, against Daniel Rinckhout, defendant.

The plaintiff demands payment of thirty beavers.

The defendant admits the debt.

The court condemns the defendant to pay the 30 beavers to the plaintiff in the space of 14 days.

[59] Jan de Jongh, plaintiff, against Pieter Riverdingh, defendant.

The plaintiff demands payment of 10 beavers for tavern expenses and shows an account.

The defendant denies that he owes 10 beavers and claims that only the board was to be paid in beavers and that the debt for drink was to be paid in sewant.

The plaintiff replies that the defendant should have paid at the Manhatans in sewant and not have waited until he came here to be dunned. He therefore claims that the defendant ought to pay in beavers, market value.

The court, having heard the parties, orders the defendant to pay the account in beavers in the space of 24 hours.

Jan Hendericksz, plaintiff, against Cornelis Vosch, defendant.

The plaintiff demands payment of f111:–.

The defendant admits the debt.

The court condemns the defendant to pay the plaintiff the sum f111 demanded and orders that the plaintiff shall compete on even terms with other creditors in getting his pay out of the second payment [for the house].

Mr. Boon,* plaintiff, against Roeloff Swartwout, defendant.

The plaintiff demands payment of the debt incurred by the former husband of the defendant's wife and exhibits a promissory note executed by Antony de Hoges, deceased.

The defendant says that, inasmuch as his wife's former husband was in the employ of the patroon and the debt was incurred in the service of the same, the plaintiff must recover the same from the patroons in Holland.

The court orders the parties to go to the *Heer Rencelaer* to request him to write about the matter to the patroons in Holland. Meanwhile, the defendant is ordered to pay the sum demanded.

* *Francoys Boon*, attorney

[60] Fredrick Philipsen, plaintiff, against Henderick *Bierman*, defendant.

The plaintiff demands payment of 44 beavers, for goods received by the defendant in company with Harmen Jacobsen, deceased.*

The defendant admits the debt and that he received the goods in company with Harmen Jacobsen, deceased, but says that he and Harmen Jacobsen, deceased, severed partnership and that Harmen Jacobsen must pay, and that he took over the debts.

The court orders the defendant, according to his confession, to pay the plaintiff the 44 beavers demanded, the defendant to recover the amount if he can from the curators of the estate of Harmen Jacobsen, deceased.

Willem Brouwer, plaintiff, against Christoffel Davids, defendant.

The plaintiff demands payment of *f*48 and a pair of shoes, together with ten guilders advanced to the defendant for an Indian.

The defendant admits the debt of *f*48 and a pair of shoes, but denies that he owes the ten guilders given to an Indian.

The court orders the defendant to pay the *f*48 and a pair of shoes, amounting together to *f*54, but orders the plaintiff to prove in six weeks that he advanced *f*10 for an Indian.

Jan Martensen, plaintiff, against Arent van den Bergh, defendant.

The plaintiff demands payment of *f*65 for the rent of his house.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the *f*65 in the space of six weeks.

Jan Martensen, plaintiff, against Christoffel Davids, defendant.

The plaintiff demands payment of a certain sum for tavern debt.

[61] The defendant denies a part of it.

The court condemns the defendant to pay the plaintiff *f*25, according to the ordinance that a tavern keeper may not give credit for more than *f*25.†

Arent van den Bergh, plaintiff, against Baltus Gerritsen, defendant.

The plaintiff demands payment of the sum of *f*100.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded in the space of six weeks.

* Harmen Jacobsen (Bamboes) was killed by Indians at the Esopus on May 1, 1658.

† This ordinance has not been found.

Pieter Bronck, plaintiff, against Jan Teunissen, defendant.

The plaintiff demands payment for the rent of his house, amounting to the sum of *f*150.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the *f*150 in the space of six weeks.

Pieter Bronck, plaintiff, against Jacob Teunissen, defendant.

The plaintiff demands payment of 22½ beavers for rent of his house.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the 22½ beavers in the space of six weeks.

[62] Ordinary Session Held in Fort Orange,
July 16, 1658

Present:

La Montagne

Francoys Boon

Jan Tomassen

Adriaen Gerritsen

Pieter Hartgers

Dirck Janssen Croon

Abraham Staets

Poulus Schrick, plaintiff, against Adriaen Appel, defendant.

The plaintiff demands payment of *f*56.

The defendant admits the debt, but claims payment for a chicken coop built against the plaintiff's house.

The plaintiff replies that it was done without his knowledge.

The court orders the defendant to pay the sum demanded and to seek to recover the amount from the person whom the court will designate.

Volckert Janssen, plaintiff, against Cornelis Teunissen, defendant.

The plaintiff demands payment of 100 beavers, for which he was surety.

The defendant admits the surety bond and the debt, but claims that the sum must be paid in grain.

The court orders the defendant (according to the previous judgment of July 10, 1657)* to pay the sum demanded in cash, according to the contract made with each other.

* See page 312 for this judgment.

Henderick van Dijck, plaintiff, against Gerrit Slechtenhorst, defendant.

The plaintiff demands payment of 96 beavers for merchandise delivered.

The defendant admits the debt, but says that the term has not yet expired.

The court orders the defendant to pay the plaintiff 12½ beavers in cash and the balance in the month of August next.

[63] Kees Hoogenboom, plaintiff, against Madam de Hulter, defendant.

The plaintiff says that the defendant has written a note to Jacob Tijssen that the defendant would pay for the making of the plaintiff's clothes.

The defendant denies it and says that she never gave such a note and that by balance of account there is still coming to her [*blank*].

The court condemns the plaintiff to pay Jacob Tijssen's charges for making his clothes.

Juffrouw de Hulter, plaintiff, against Jacob Tijssen, defendant.

The plaintiff demands payment of 8 beavers and *f*2 in sewant.

The defendant admits the debt, but claims compensation for making clothes for her servant.

The court condemns the defendant to pay the plaintiff the sum demanded in cash. Furthermore, as to the servant, further proof is required.

Claes Bordingh, plaintiff, against the wife of Carsten *de Noorman*, defendant.

The plaintiff demands payment of *f*12 for watermelons.

The defendant denies the debt and says that she has paid.

The court orders the defendant to prove that she paid.

Daniel Rinckhout, plaintiff, against Jacob Teunissen, defendant.

The plaintiff demands payment of 4 beavers.

The defendant admits the debt.

The court condemns the defendant to pay the plaintiff the 4 beavers in the space of eight days.

Idem plaintiff, against Meuwes Hoogenboom, defendant.

The plaintiff demands payment of 4 beavers.

The defendant admits the debt.

[64] The court orders the defendant to pay the 4 beavers in the space of three weeks.

Harmen Vedder, plaintiff, against Marten Hendericksz, defendant.

The plaintiff demands payment of *f*95:10 in beavers.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded in beavers on the first of August, on pain of attachment.

Caspaer Caspersen, plaintiff, against Rutger Jacobsen, defendant.

The plaintiff demands payment of *f*20.

The defendant admits the debt, but says that there is still money due to him for the yacht of Bambus.

The court orders the defendant to pay the plaintiff *f*20 and to seek to recover the amount from the estate of Bambus.

Philip *de Brouwer*, plaintiff, against Jacob Loockermans, defendant.

The plaintiff demands payment of *f*92, including 6½ beavers.

The defendant admits the debt.

The court, having heard the parties, orders the defendant to pay to the plaintiff the sum demanded in beavers for so far the payment must be in beavers, or in sewant at *f*12 per beaver, and the rest in sewant, within the space of three weeks.

Adriaen Sijmonsens, plaintiff, against Albert Gerritsen, defendant.

The plaintiff demands payment of the sum of 25½ beavers.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded and decrees that the plaintiff shall have the preference over others out of the second payment for the house sold by the defendant.

[65] Claes Bordingh, plaintiff, against
Default. Pieter *de Brouwer*, defendant.

Tierck Claessen, plaintiff, against
Default. Volckertjen van Hoesem, defendant.

Daniel Rinckhout, plaintiff, against
2d Default. Henderick Gerritsen, defendant.

Pieter Bronck, plaintiff, against

Default. { Claes vanden Berch }
 { Henderick Claessen } defendants.
 { Barent Oosterman, }

Albert Gerritsen, plaintiff, against

Default. { Willem Hap, defendant
 { Willem Hoffmeyer, defendant

Baltus, the servant of Tomas Janssen, plaintiff, against

Default. Dirckien Martensen, defendant.

The honorable officer, plaintiff, against Pieter Bronck, defendant.

The plaintiff says that the defendant on the thirteenth of this month, without cause, wantonly beat Barent Oosterman and the next day, because he had complained to the officer, again beat the said Barent Oosterman, whereupon Barent Oosterman took refuge in the fort, requesting protection against the defendant, so that the officer, on these complaints, took him under his protection. The 15th instant, the said Pieter Bronck called on the officer [66] and asked him if the said Barent Oosterman had complained to him? The honorable officer told him, Yes, and that he had taken him under his protection from the violence of the defendant. Whereupon the said defendant said, "The devil take him. I'll give him something to remember." He immediately went to Hans de Vosch's, where the aforesaid Barent Oosterman was, and in the presence of many people he beat without warning the said Barent Oosterman until blood flowed, which was seen by the plaintiff himself who separated them. The aforesaid officer complains of assault and violence committed against civic liberty, against justice and against the respect which everyone must bear [toward his fellow man]. He therefore demands that the defendant, for his assault and insolence, be banished for the space of three years, as an example to others.

The defendant admits that he beat [Barent Oosterman] three times, the last time in the fort, but says that he had reason for it, which he promises to prove on the next court day.

The court, having heard the parties, orders that the defendant, being a burgher, be released from confinement and that he must produce his proof on the next court day, under penalty of arrest.

[67] The honorable officer, plaintiff, against Poulus Janssen, defendant.

The plaintiff says that the defendant on the 12th of this month, about midnight, carried a small cask of brandy from the fort to the Indians in front, as appears from the affidavits of three trustworthy witnesses, and requests that he be examined upon interrogatories.

The court orders that the defendant be examined upon interrogatories, in order to hear the truth of the matter.

Interrogatory of Poulus Janssen held at the request of the officer in the presence of the honorable magistrates of this court.

1. How old he is and where born? Answers, 32 years; born at Gurcum.*
2. Whether last Friday night, about 12 o'clock, he did not take a small cask of brandy from here to the Indians' house on the island directly opposite? Answers, Yes.
3. From whom he obtained the small cask of brandy? Answers, From Hans Vosch.
- [68] 4. In what way he received the brandy? Answers, Hans Vosch let him have a small cask over the north east bastion by means of a rope through a loophole.
5. How often he has done this with Hans Vosch? Answers, Does not know how often, but says that Hans Vosch himself at another time brought a small cask of brandy in the canoe.
6. Upon what condition he went out selling brandy? Answers, Upon one-third of the profits, the wife of Hans Vosch having put one third part water into the brandy.

July 17th, the magistrates again assembled and reexamined Poulus Janssen and confronted him with Hans de Vosch. After the reading of his previous statements, he persisted therein and affirmed that Hans de Vosch gave him the brandy from the northeast bastion of the fort and says that he has several times helped him carry brandy out of the fort. He states that he gave the beavers, which he received from the Indians for the brandy, to Hans Vosch's wife, and he presumes that the beavers are still in the house, as he saw them yesterday evening. Hans de Vosch absolutely denies this and protests that he is not guilty of the deed and

* Gorinchem in the province of South Holland

demands proof.

[69] On the same date, the officer and two magistrates, Jan Tomassen and Adriaen Gerritsen, accompanied by Poulus Janssen, went to the house of Hans de Vosch and searched the same. They did not find the beavers but found the whole house empty of furniture, with the exception of one bed, which lay on the floor.

Geertien, the wife of Hans Vosch, acknowledges that she once gave Poulus Janssen 32 pints of brandy, for which the aforesaid Poulus Janssen was to give her one beaver for each 20 *mutsjes*, but she denies that she gave orders to sell to the Indians.

Johannes La Montagne, in his capacity as officer, having seen the testimony of three witnesses and the confrontation of their testimony with Poulus Janssen, at present a prisoner, in the presence of the court, and his voluntary confession made without pain or irons, whereby it appears that the said Poulus Janssen, in violation of the ordinance, has ventured several times to sell brandy to the Indians, which is a matter of very dangerous consequence, which cannot be tolerated in a country where justice prevails; therefore, the aforesaid La Montagne, in the aforesaid [70] capacity demands that the aforesaid Poulus Janssen, having incurred the penalty provided by the ordinance issued by the honorable director general and council against such malefactors and here published for the last time on October 6, 1656,* shall be condemned to pay a fine of 500 guilders and in addition be banished from this province for the period of the following six years, and be ordered to pay the costs of the trial, as an example to others.

Whereas Poulus Janssen, contrary to the ordinance issued by the honorable director general and council of New Netherland and published here several times, has ventured [to sell brandy to the Indians], as appears from the testimony of three irreproachable witnesses given in our presence and from his own confession made without pain or irons, which is a very dangerous offense, tending to the general ruin of the country, which cannot be tolerated in a country where justice prevails; therefore, we, having first evoked the name of God, in order to maintain the ordinance issued by the honorable director general and council of New Netherland, doing justice in the matter of the complaint of the honorable officer of this place, have condemned, as we condemn hereby, the said Poulus Janssen [71] in accordance with the ordinance, to pay a fine of five hundred guilders and in addition to banishment for the period of six

* See *LO*, 259, for this ordinance.

consecutive years and the costs of his detention and trial, as an example to others. *Actum* in Fort Orange, the 16th of July 1658.*

Abram Staas
 Jan Thomasz
 Pieter Hartgers
 Francoys Boon
 Adriaen Gerretsen
 Dirck Jansen Croon

On the same date, after the third ringing of the bell, the above sentence was publicly read to the aforesaid Poulus Janssen.

[72] Ordinary Session Held in Fort Orange,
 July 23, 1658

Present:

La Montagne
 Jan Tomassen
 Abraham Staets
 Pieter Hartgers
 Francoys Boon
 Adriaen Gerritsen
 Dirck Janssen Croon

Reynier Rijcken, plaintiff, against Baeffjen Pietersen, defendant.

The plaintiff demands payment of 33 beavers, arising from the sale of wine, as appears from the promissory note, which he produces. He requests a mortgage.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded and to give the plaintiff a mortgage on the second payment for the house sold by her.

Jacob Teunissen, in his capacity of *schout bij nacht*,† plaintiff, against Adriaen Janssen van Leyden, alias Appel, defendant.

The plaintiff says that the defendant sold brandy to the Indians, as he offers to prove by affidavit of the 19th of July, which he produces. He

* This date was corrected as the 16th of July; however it would read the 17th.

† Nighttime law enforcement officer; generally the title refers to the naval officer in charge of the fleet at night, our equivalent of a rear admiral.

complains of assault and violence committed against him in the exercise of his duties by Pieter Rijverdinck and the defendant and requests maintenance of justice and intervention of the officer.

The defendant denies that he committed the offense and requests a copy of the affidavit.

The court orders that the defendant is to have a copy of the affidavit, to make answer thereto on the next court day, and orders the officer to intervene in the case.

[73] Jan Roeloffsen, plaintiff, against Willem Hoffmeyer, defendant.

The plaintiff demands payment of *f*30:17.

The defendant admits the debt and offers a bundle of sewant amounting to the said sum.

The plaintiff refuses to accept the sewant and demands merchantable sewant.

The parties having been heard, the court orders the defendant to pay the plaintiff the aforesaid sum in cash, in good, merchantable sewant.

Teunis Spitsbergen, plaintiff, against Willem Fredricksz, defendant.

The plaintiff demands payment of 13 beavers.

The defendant admits the debt, but claims that there is *f*28 due him of six years ago and requests that the aforesaid *f*28 be deducted.

The court, having heard the parties, orders the defendant to deduct the *f*28 from the 13 beavers and to pay the remaining 10 beavers cash.

Christoffel Davids, plaintiff, against Jacob *Neus*, defendant.

The plaintiff says that the defendant overcharges him and asks more than is coming to him.

The parties having been heard, the court orders that each party shall choose an arbitrator to dispose of the matter.

Dirck Janssen Croon, plaintiff, against Christoffel Davids, defendant.

The plaintiff demands payment of four beavers, for which the plaintiff has attached 14 napkins and 12 pewter plates.

The defendant admits the debt.

The court declares the attachment valid and orders the defendant to pay the sum demanded, or in default thereof to give security for the final liquidation.

[74] Assar Levy, attorney for Joseph d'Acost, plaintiff, against Hans Coenraetsen, defendant.

The plaintiff demands payment of *f*132, for which judgment was given against the defendant by the court of justice of Recife, in Brazil,

which judgment he produces.

The defendant admits the debt, but says that he was driven out of Brazil by the enemy.*

The plaintiff replies that the defendant a year before that was condemned to pay in cash, in pieces of eight. He therefore maintains that the defendant must pay in the same specie, or in beavers or other currency here.

The court, having heard the parties, condemns the defendant to pay the sum demanded in cash, provided that the plaintiff shall give security until he shows a perfect power of attorney from Joseph d'Acosta.

Daniel Rinckhout, plaintiff, against Henderick Gerritsen, defendant.

The plaintiff demands payment of f84 for bread obtained now and then.

The defendant admits the debt, but says that he has a counterclaim.

The court orders the parties to settle with each other, the defendant being ordered to pay the balance of the account within the space of six weeks.

Pieter Bronck, plaintiff, against Claes van den Bergh, defendant.

The plaintiff demands payment of f30:8.

The defendant denies the debt completely.

The court orders the plaintiff to prove the debt on the next court day.

[75] *Idem* plaintiff, against Henderick Martensen, defendant.

The plaintiff demands payment of f170 for beer and wine delivered.

The defendant denies the debt and says that his partner bought it and not he and that he knows nothing about it.

The court orders the plaintiff to furnish proof by his book on the next court day.

Jan Bastiaensen, plaintiff, against Albert Gerritsen, defendant.

The defendant admits the debt.

The court condemns the defendant to pay the plaintiff the sum demanded and orders that the plaintiff shall have equal claims with other creditors on the second payment for the defendant's house that was sold.

Juffrouw Johanna de Hulter, plaintiff, against Rutger Jacobsen and Goossen Gerritsen, defendants.

The plaintiff demands payment of about 30 beavers for pantiles and bricks furnished for the church.

* Dutch Brazil was surrendered to the Portuguese in January 1654.

The defendants refer the case to the honorable magistrates because it concerns the community.

The court assumes the debt and asks a month's delay.

Jochim *de Backer*, plaintiff, against Wouter *de Backer*, defendant.

The plaintiff demands payment of the second payment for his house, amounting to *f*975 in beavers.

The defendant admits the debt, but says that the term has not yet expired.

The court orders the defendant to pay the sum demanded to the plaintiff as soon as the term has expired.

[76] Albert Gerritsen, plaintiff, against
3d default. Willem Hap, defendant.

Claes Bordingh, plaintiff, against Pieter *de Brouwer*, defendant.

The plaintiff demands payment of four beavers.

The defendant admits the debt and asks for time.

The court orders the defendant to pay the plaintiff, or to give security, within the space of six weeks.

Jan van Eeckelen, plaintiff, against Wijnant Gerritsen, defendant.

The plaintiff demands restitution of *f*273, which the plaintiff loaned the defendant, being the balance of a larger sum.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded in cash.

Jacob Teunissen, plaintiff, in his capacity of *schout bij nacht*, against Jan Martensen, defendant.

The plaintiff says that the defendant sold brandy to the Indians, as he offers to prove by affidavit of himself and Jan Teunissen, which he produces in court, and requests that the officer intervene in the case.

The defendant denies that he committed the deed and requests a copy of the affidavit.

The court orders the plaintiff to furnish the defendant with a copy of his affidavit, to make answer thereto on the next court day, and orders the officer to intervene in the case.

[77] Extraordinary Session Held in Fort Orange
July 30, 1658

Present:

La Montagne
Abraham Staets
Pieter Hartgers
Francoys Boon
Jan Tomassen
Dirck Janssen Croon

Stoffel Janssen, plaintiff, against Jan Harmsen, defendant.

The plaintiff claims that, although he was the highest bidder at the public auction of the defendant's house, he is not bound to keep the house, as the defendant, as a friend, secretly told the plaintiff that he would not let the house go for less than fourteen hundred guilders, which he offers to prove by Adriaen Gerritsen.

The defendant denies that he told the plaintiff that he would hold him free from all claims under 1,400 guilders, but says that he told Adriaen Gerritsen so.

Adriaen Gerritsen testifies that the defendant, Jan Harmsen, said that he would release the plaintiff from all demands under 1,400 guilders and has declared under oath that this is true.

The parties having been heard, the plaintiff and his witnesses having sworn to their statement, and the defendant having refused to take the oath, the defendant is ordered to keep the house and to pay the costs of the suit, provided that the defendant shall get back half the auction fees.

[78] Extraordinary Session Held in Fort Orange
primo August 1658

Present:

La Montagne
Abraham Staets
Pieter Hartgers
Francoys Boon
Jan Tomassen
Adriaen Gerritsen

Cornelis Cornelissen, plaintiff, against Willem *Brouwer*, defendant.

The plaintiff demands payment of one hundred beavers and *f*4, which the defendant owes him according to the agreement made between him and the defendant, as appears by the affidavit of two witnesses.

The defendant denies that he made such an agreement, but admits that he promised to pay 50 beavers by an order on Philip Pietersen.

The court, having heard the parties and having examined the affidavit of the two witnesses, whereby it appears that the defendant promised to pay the plaintiff in the month of June 1658 the number of 100 beavers, declares the aforesaid contract valid and orders the defendant to pay the plaintiff the number of beavers demanded in eight days, with the costs of the extraordinary session.

[79] Extraordinary Session Held in Fort Orange
August 6, 1658

Present:

Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon

The honorable officer, plaintiff, against Hans Vosch, defendant and prisoner.

The plaintiff says that Hans de Vosch, deputy *schout*, was charged on July 16th by Poulus Janssen with being his accomplice in the act of selling brandy to the Indians. Said charge having been investigated by the court, it was, upon his absolute denial of the same, out of consideration for him, ordered that instead of putting him in irons he would be kept in custody in his house under a guard of two soldiers. He escaped from this custody during the night of the 22d of July, through a window, and ran to Katskil, which escape sufficiently proves that he was guilty of the crime. In order to investigate the truth of the matter, the aforesaid officer requests that the defendant may be examined upon interrogatories.

The court grants the request that the defendant be examined upon interrogatories.

[80] Interrogatory of Hans de Vosch, conducted at the request of J. La Montagne, in his capacity as officer, in the presence of the honorable court.

- | | |
|---|--|
| 1. How old he is and where born? | Answer, 45 years old and born at Lunnenburgh. |
| 2. Why he escaped from his detention? | Answer, He escaped because Willem Bout tormented him so about a debt, and demanded what he did not have. |
| 3. In what manner he escaped and whether it was by day or by night? | Answer, Through a window, at the northeast point, about midnight. |
| 4. What money he took with him and to whom he gave it? | Answer, He took no money with him except what Cobus <i>de Loop-er</i> took from him in Katskil. |

The court, having heard the parties, orders that Hans Vosch, in custody, shall, as a former servant of the company, be delivered to the custody of the honorable *fiscal* of New Netherland to be proceeded against according to circumstances and the judgment of the aforesaid gentleman.

[81] Ordinary Session Held in Fort Orange
August 6, 1658

Present:

La Montagne
Pieter Hartgers
Francoys Boon
Jan Tomassen
Adriaen Gerritsen
Dirck Janssen Croon

Jan Roeloffsen, plaintiff, against Cobus Teunissen, defendant.

The plaintiff demands payment of 11 beavers and *f*5 in sewant and

two days' carting.

The defendant admits the debt; however, he says that he has a counterclaim.

The court orders the parties to settle with each other and condemns the defendant to pay the plaintiff upon liquidation the sum demanded in eight days.

Idem plaintiff, against Willem Janssen Schutt, defendant.

The plaintiff demands payment of three beavers.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the three beavers demanded within the space of eight days.

Idem plaintiff, against Pieter Loockermans, defendant.

The plaintiff demands payment of three beavers.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the three beavers demanded within the space of eight days.

Albert Gerritsen, plaintiff, against Willem Hofmeyer, defendant.

The plaintiff demands payment of *f*20:8 in sewant.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff in eight days.

[82] Pieter *de Maecker*, plaintiff, against Gillis Pietersen, defendant.

The plaintiff demands payment of *f*29 in beavers.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded in eight days.

Daniel Rinckhout, plaintiff, against Jan Martensen, defendant.

The plaintiff demands about 38 beavers.

The defendant admits the debt.

The court orders the defendant to pay the beavers demanded in the space of eight days.

[83] Extraordinary Session Held in Fort Orange
August 8, 1658

Present:

J. La Montagne
Pieter Hartgers
Francoys Boon
Jan Tomassen
Adriaen Gerritsen
Dirck Janssen Croon

Ida Claessen, plaintiff, against Dirck Carstensen, defendant.

The plaintiff complains that the defendant has defamed her in calling her a thief and offers to prove it and produces at once affidavits of five witnesses testifying to her honest conduct.

Dirck Carstensen, defendant, denies that he said that the plaintiff was a thief, but admits that he said that three lace ribbons were found in her pocket when they searched each other on the Fresh River.

The plaintiff persists in her complaint and produces in proof thereof Barent Reyndersen, Philip Pietersen, and Jan Tomassen as witnesses, with the request that they may be examined by the court.

Barent Reyndersen, appearing before the court, testifies that Dirck Carstensen told him several times that Ida Claessen was a thief.

Jan Tomassen declares before the court that Dirck Carstensen, being in the deponent's house, said that Ida Claessen had stolen silk and lace ribbons up north.*

Philip Pietersen, being asked whether he has heard Dirck Carstensen say that Ida Claessen was a thief, answers that he heard it from the said Dirck Carstensen or from his brother-in-law.

[84] The defendant being asked by the court why they searched each other on the Fresh River, answers that Willem Sijmonsensaid, "There is a thief among the seven of us who slept in the garret at Suythal† on Long Island."

Willem Sijmonsens, appearing, denies absolutely that he said so on the Fresh River. He also denies that he heard Ida Classen say, "What have I come to?"

Pieter *Maecker* testifies that on the ship he saw nothing but what was honorable and virtuous, but in sailing from the Fresh River, there was

* in or near New England

† Southhold

some mumbling and he was searched together with some others. At last, three lace ribbons were found in possession of Ida Claessen, and that she said, "What have I come to?"

Dirrick Dircksz, appearing before the court to swear to his affidavit against Ida Claessen, which he made on the 7th of August 1658 at the request of Dirck Carstensen, has confirmed the said affidavit by oath.

Gerrit Visbeeck, appearing before the court, swears to the aforesaid affidavit at the request of Dirck Carstensen.

The court orders the parties respectively to challenge the witnesses or to accept the testimony on the next court day. Meanwhile, the defendant remains under arrest in the village of Beverwijk.

[85] Extraordinary Session Held in Fort Orange
August 13, 1658

Present:

Pieter Hartgers
Francoys Boon
Jan Tomassen
Adriaen Gerritsen
Dirck Janssen Croon

Ida Claessen, plaintiff, against Dirck Karstensen, defendant.

The plaintiff requests that the defendant, in accordance with the preceding order of the court shall challenge the witnesses or accept the testimony in her case and that judgment be given.

The defendant declares that he has nothing to say against the witnesses, except that they did not understand him very well and denies that he ever said that she was a thief. He declares that he does not know that Ida Claessen is a thief or that she has ever committed any dishonest act and knows nothing about her but what is honorable and virtuous.

Dirck Karstensz

The court, having heard the parties, judges the satisfaction given by the defendant to be sufficient and condemn him for his offense to pay a fine of fifty guilders and the costs of the trial, according to the declaration which the plaintiff shall make. Meanwhile, the defendant remains under arrest until the satisfaction of the judgment.

[86] Extraordinary Session held in Fort Orange
August 13, 1658

Present:

Pieter Hartgers
Jan Tomassen
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon

Jan Claessen *Backer* van Osanen, plaintiff, against Marcelus Janssen, defendant.

The plaintiff demands payment of seventy-one and a half beavers.

The defendant asks for an account and admits the debt.

The court, having heard the parties, orders the defendant to pay the acknowledged debt in the space of eight days, on pain of attachment, with one-third of the costs of the extraordinary session.

Idem plaintiff, against Dirck van Hamel, defendant.

The plaintiff demands payment of 12 beavers.

The defendant admits the debt.

The parties having been heard, the court orders the defendant to pay the plaintiff in the space of eight days the sum demanded, or as much as the plaintiff by proper account may show, together with a third part of the costs of the extraordinary session.

Idem plaintiff, against Adriaen Appel, defendant.

The plaintiff demands payment of 12 beavers.

The defendant admits the debt.

The court, having heard the parties, orders the defendant to pay the plaintiff the sum demanded in the space of eight days.

[87] Dirck Janssen Croon, plaintiff, against Pieter Jacobsen Bosboom, defendant.

The plaintiff demands a gun from the defendant, which the defendant in fighting took away from Marten *Metselaer*, and which gun the plaintiff lent to Marten *Metselaer*, to go on guard duty.

The defendant admits that it is the plaintiff's gun.

The court orders the defendant to return the aforesaid gun to the plaintiff, the defendant reserving the right to recover damages from Marten *Metselaer*.

Extraordinary Session Held in Fort Orange
August 13, 1658

Present:

La Montagne
Pieter Hartgers
Jan Tomassen
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon

Before the court appeared the eldest sachems of the *Maquas*, 15 in number, bringing with them a Frenchman named Lowies Paraget, whom they declare they wish to deliver with two other prisoners to the French governor of the Three Rivers of Canada, in exchange for six of their own taken prisoners by the French, wishing at the same time to make a general peace with the French and requesting for that purpose that we would assist them with one of our men who could understand the French language well.

To which request answer was made by the court that they were glad that they intended to take back the Frenchmen and that they hoped that their own prisoners would be returned in their stead, but that they did not know whether [88] anyone could be found among them who would be willing to undertake such a journey.

Whereupon the said *Maquas* explained that at the time of the war with the Indians they had gone down to the Manhatans and done their best to bring about peace* and that it was our duty to do the same in such circumstances for them, promising in the future to do their best between us and other Indians.

Whereupon the court immediately summoned the public crier and had him announce that if anyone cared to undertake such a journey, he would receive one hundred guilders for his trouble. Upon which conditions Henderick Martensen offered his services to the court, which greatly pleased the aforesaid Indians, who gave evidence of their satisfaction.

The 16th instant the aforesaid Henderick Martensen was sent with the following letter to Canada with the *Maquas*, who promised him to bring him back in 40 days:

* The reference is to the Peach Tree War of 1655.

*A Monsieur
Monsieur de la Poterie, Gouverneur des trois Rivieres
En la Nouvelle France*

Monsieur:

Les Indiens des nostres nommez Maquaes, des vostres Irroquoys, sont venis icy ammenant avecq Francois nommé Louys Paraget, lequel (comme ils nous ont déclaré) ils desirent, avecq deux autres, remener de par dela, et vous les rendre, en contreschange de six des leurs que vous destenez prisoniers. Et par mesme moyen faire La paix avecq tous les Indiens de vos quartiers. Et parce qu' ils ne l' osent pas faire en personne; Ils nous ont requis de les vouloir assister de quelqu' un des nostres, qui eust cognoissance de la [89] Langue francoise pour les servir en cette occasion. Ce que nous n' avons pas peu leur refuser, craignant de rompre L' occasion d' une bonne affaire; voila pourquoy nous avons expedie un soldat nomme Henry Martin, pour les servir en cet affaire selon que L' occasion et le droit le requere; esperant que vostre S: prendra en bonne part ce que nous faisons, qui ne procede que d' une bonne intention et sincere affection. Cependand je demeure Mr—

Vostre tres humble et obeissant serviteur

La Montagne

Translation:*

To Mr. de la Poterie, Governor of the Three Rivers
In New France

Sir:

The Indians, by our people called *Maquas* and by your people Iroquois, have come here, bringing with them a Frenchman named Louys Paraget, whom (as they have stated to us) they desire with two others to take back there and to surrender to you in exchange for six of their people whom you hold prisoners, wishing at the same time to make peace with all the Indians in your part. And as they dare not do it personally, they have asked us to assist them with someone who has knowledge of the [89] French language, to serve them on this occasion. Which we could not refuse them, for fear of losing the opportunity of doing a good work. For this reason we have dispatched a soldier named Henry Martin, to serve them in this matter as the occasion and justice may require, hoping that

* This translation is revised from NYCD, 13:89.

your honor will take in good part what we are doing, which proceeds only from good intentions and sincere affection. Meanwhile I remain, Sir,

Your very humble and obedient servant,

La Montagne

Ordinary Session Held in Fort Orange
August 26, 1658

Present:

La Montagne
Pieter Hartgers
Jan Tomassen
Francoys Boon
Adiraen Gerritsen
Dirck Janssen Croon

Willem Fredricksen, plaintiff, against Dirck Bensingh, defendant.

The plaintiff demands payment for his yacht, amounting to 88 beavers.

The defendant admits the debt, but says that he does not know where to get beavers.

The court, having heard the parties, orders the defendant to pay the plaintiff the 88 beavers demanded in the space of eight days, or to satisfy the plaintiff by giving security or otherwise.

Abraham Voschborgh, plaintiff, against Wijnant Gerritsen, defendant.

The plaintiff complains that for four weeks the defendant has not worked in the sawmill, according to the contract made with each other.

The defendant admits that he has not been at the mill, but says that it has been on account of lack of sawing.

[90] The court refers the matter to arbitrators and in case they cannot agree, their case shall be decided by the council of the colony of Rensselaerswijck.

Asser Levy, plaintiff, against Jan van Eeckelen, defendant.

The plaintiff demands payment of *f*184 in beavers.

The defendant admits the debt.

The court, having heard the parties, orders the defendant to pay the

plaintiff the sum demanded in the space of eight days, under penalty of attachment.

Gabriel de Haes, plaintiff, against Tomas Pouwel, defendant.

The plaintiff demands payment of 13 beavers.

The defendant admits the debt, but says that he gave an order for 5 beavers, so that there still remain 8 beavers.

The court, having heard the parties, order the defendant to pay the plaintiff the eight beavers in cash. In regard to the payment of the remaining five beavers, the plaintiff is to have patience until further proof is obtained from Sijmon Janssen, on pain of attachment.

Jan Roeloffsen, attorney of Hans Kiersteede, plaintiff, against Claes Ripsen, defendant.

The plaintiff demands payment of four beavers.

The defendant admits part of the debt and says further that the plaintiff must have a complete power of attorney from Hans Kiersteden.

The court orders that the plaintiff must first send for a complete power of attorney in order to proceed according to law.

[91] Pieter Rijverdingh, plaintiff, against
Default. Matteus Abrahamsen and Marretien Claes, defendants.

Storm Albertsen, plaintiff, against
Default. Henderick *de Brouwer*, defendant.

Extraordinary Session Held in Fort Orange
August 26, 1658

Present:

Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon
magistrates

Interrogatory of Nicolaes Gregory Hillebrant,
held before the honorable magistrates of this
court, at the request of the officer.

1. How old he is and where born? Answers, 29 years and born at Prague.
2. Whether on the 20th of this month, being a Tuesday, in the evening, he was not in the garden of Jochim Ketluyn? Answers, Yes.
3. Whether, being there, he was not on his knees? Answers, No.
4. Whether while kneeling he did not draw his male member out of his pants? Answers, He had his male member out of his pants, but for the need to relieve himself.
- [92] 5. Whether, being in that state he did not have Pieter Adriaensen, the son of Henderick Jochemsen's wife, in front of him? Answers, Yes, and he had his hand on him.
6. Whether he did not try to undo the boy's pants by force? Answers, No.
7. Whether, when the boy refused and screamed, he did not threaten to beat him with a stick, which he had with him? Answers, No.
8. Whether, while doing this, he did not see Rutger Jacobsen, who said, "What are you doing there, you scoundrel?" Answers, Yes.
9. Whether, hearing Rutger Jacobsen say this, he did not go out of the garden? Answers, Yes.

10. Whether he did not follow the said Rutger Jacobsen to Henderick Jochimsen's house and on the way say to him, "If you say anything about it, I shall tell them that you lie like a scoundrel?"

Answers, He followed him, but did not say what is stated in the rest of the question.

11. Whether, being at Henderick Jochimsen's house, he did not perforce wish to drink with the said Rutger Jacobsen, and did not become so insistant that the bystanders said, "What's wrong with you, Nicolaes? Have you got something on your conscience?"

Answers, No.

[93] The court, having examined the testimony of Rutger Jacobsen and the answers made by Nocolaes Gregory Hillebrant to the interrogatories, have decided that the said Nicolaes Gregory, being a servant of the honorable Company, shall be sent to the director general and council of New Netherland.*

Extraordinary Session Held in Fort Orange September 3, 1658

The honorable officer, plaintiff, against Christoffel Davids, defendant.

The plaintiff says that an affidavit from the Esopus has been handed to him, according to which the defendant, coming from the Manhatans in the yacht of Evert Pels and while being in the Highlands, † said to two Indians who came on board that the Sachem, to wit, the honorable general, had killed the Indians at the Manhatans and that the following night he would come to the Esopus and there also break the necks of the Indians, whereupon the Indians of the Esopus took some Christian prisoners and committed great outrages.

The honorable plaintiff therefore requests that the defendant be examined by interrogatory.

* See *ERA*, 4:69, for Rutger Jacobsen's deposition.

† *int hoogelant*

Interrogatory of Christoffel Davids, held at the
request of the honorable officer before the
honorable magistrates of the said court.

1. How old he is and where born? Answers, 42 years and born in
the Bishopric in England.
- [94] 2. Whether, in coming from the Answers, No, but that he said to
Manhatans and being in the High- the Indians who were on board,
lands, he did not call out or say that "I know nothing about that."
the Dutch in the night on the 23d of
August had killed many Indians at
the Manhatans and that the follow-
ing night they would come to the
Esopus and break the necks of the
Indians there?

The defendant pleads not guilty and produces two affidavits, one from Henderick v. Dijck and the other from Dirck Janssen, skipper, who attest that while they were in the Highlands two Indians came on board, who asked Christoffel Davids whether the Sachem would come and kill all the Indians in the Esopus and the Highlands? Whereupon Christoffel Davids answered: "I know nothing about it."

Ordinary Session Held in Fort Orange
September 10, 1658

Present:

La Montagne
Jan Tomassen
Abraham Staets
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon

Claes Hendericksz, plaintiff, against Jan Verbeeck, defendant.

The plaintiff demands payment of *f*500 in beavers, for the plaintiff's house, sold at auction.

The defendant admits the debt and says that he has not refused to pay, but has no beavers at present. He therefore promises to pay in six weeks.

[95] The court, having heard the parties, order the defendant, according to his promise, to pay the plaintiff the sum demanded in the space of six weeks, and order the officer to intervene in the case, as the house was sold in public.

Claes Hendericksen, plaintiff, against Claes Janssen, defendant.

The plaintiff demands payment for a lot that the defendant bought of him for 31½ beavers.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the 31½ beavers demanded in the space of six weeks.

Casper Jacobsen, plaintiff, against Claes Hendericksz, defendant.

The plaintiff demands payment of f350 in beavers, or so much as appears from the account.

The defendant admits the debt.

The court orders the defendant to pay the sum within six weeks.

Asser Levy, plaintiff, against

Default. Jacob Loockermans and Henderick Gerritsen, defendants.

Harmen Vedder, plaintiff, against Caspaer Jacobsen, defendant.

The plaintiff demands payment of f81 in beavers.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded in the space of six weeks.

Idem plaintiff, against

Default. Abraham Vosborch and Jacob Loockermans, defendants.

Jan de Graeff, plaintiff, against

Default. Pieter Loockermans and Teuwes Abrahamsen, defendants.

[96] Storm Albertsen, plaintiff, against

Default. Henderick *de Brouwer*, defendant.

Harmen Vedder, plaintiff, against Harmen Bastiaensen, defendant.

The plaintiff demands payment of f74:5, in beavers.

The defendant admits the debt.

The court orders the defendant to pay the sum demanded in the space of six weeks.

Jan Roeloffsen, plaintiff, against

Default. Jacob Loockermans, defendant.

Harmen Bastiaensen, plaintiff, against
Default. Dirck van Hamel, defendant.

Jan Lambertsen, plaintiff, against
Default. { Teeuwes Abrahamsen and
Pieter Loockemans, defendants.

Arent van den Bergh, plaintiff, against
Default. { Henderick Gerritsen }
{ Jacob Loockermans } defendants.
{ Adam Dinghman, }

Hans Carelse, plaintiff, against Arent van den Bergh, defendant.

The plaintiff demands payment for two kegs of salted fish, amounting to 3 beavers.

The defendant admits the debt.

The court condemns the defendant to pay the plaintiff the aforesaid 3 beavers demanded in the space of six weeks.

[97] Ordinary Session held in Fort Orange
primo October 1658

Present:

La Montagne
Jan Tomassen
Abraham Staets
Francoys Boon
Pieter Hartgers
Adriaen Gerritsen

Jan Barenssen and Carsten Claessen, both carpenters, plaintiffs, against
Isbrandt Dircksen, defendant.

The plaintiffs demand payment of *f*169:5.

The defendant admits the debt.

The court, having heard the parties, examined the judgment rendered by the honorable burghermasters and *schepens* of the city of New Amsterdam, and heard the voluntary acknowledgment of the defendant, condemns the said defendant to pay the plaintiff the acknowledged debt of *f*169:5 in cash, on pain of imprisonment for debt.

Assar Levy, plaintiff, against

Default. Henderick Gerritsen and Dirckjen Martensen, defendants.

Johan Labite, plaintiff, against Jan Gauw, defendant.

The plaintiff says that the defendant has agreed to build his chimney and declares that he is greatly interested in having the work done.

The defendant admits that he agreed to do it and promises to go to work at once. *Fiat*.

Storm Alberdtsen, plaintiff, against Henderick *de Brouwer*, defendant.

The plaintiff demands payment of 8 beavers, for which the defendant became surety.

[98] The defendant admits the debt.

The court orders the defendant to pay the aforesaid 8 beavers to the plaintiff in the space of six weeks.

Jan Gauw, plaintiff, against Claes Bever, defendant.

The plaintiff demands payment of one beaver.

The defendant denies the debt.

The court, having heard the parties, orders the plaintiff to prove on the next court day that the defendant owes him one beaver.

Gerrit Reyersen, plaintiff, against

Default. Dirck Bensingh, defendant.

Idem plaintiff, against Pieter Bronck, defendant.

The plaintiff demands payment of 11½ beavers for bricks delivered.

The defendant admits the debt.

The parties having been heard by the court, the defendant is ordered to pay the plaintiff the 11½ beavers within 14 days, on pain of attachment.

Jan Adriaensen de Graeff,* plaintiff, against

| | | | |
|----------|---|----------------------|---------------|
| Default. | } | Matteuwes Abrahamsen | } defendants. |
| | | Pieter Loockermans | |
| | | Jan Roeloffsen, | |

Wouter *de Backer*, plaintiff, against

Default. } Jurriaen Teunissen, defendant.

| | | |
|----------|---|--|
| Default. | } | Jurriaen Teunissen, plaintiff, against |
| | | Jan Roeloffsen, defendant. |

* Probably a mistake for Jan Anderiessen de Graeff.

Jacob Adriaensen, plaintiff, against Jan Anderiessen de Graeff, defendant.

The plaintiff says that the defendant became surety for Pieter Bruyn, servant, in the amount of *f*63:13.

[99] The defendant denies that he became surety for that amount for Pieter Bruynsen, but admits that he offered to do so if Pieter Bruynsen owed him money.

The court orders the plaintiff to sue Pieter Bruynsen and dismisses his present suit.

Extraordinary Session Held in Fort Orange
primo October 1658

Present:

La Montagne
Abraham Staets
Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen

Eldert Gerbertsen, plaintiff, against T'Jerck Claessen, defendant.

The plaintiff demands of the defendant 200 logs, the least to be one fathom in circumference, according to the verbal contract made with each other, and says that it is a matter of great importance to him and therefore claims compensation for loss and damage sustained by him.

The defendant admits the verbal contract made with the plaintiff and promises to haul them out within the space of 14 days and not to do any other work until the plaintiff is satisfied.

The court, having heard the parties, orders the defendant, according to his promise, to deliver within the space of 14 days the 200 logs, the thinnest to be one fathom in circumference, and to pay the costs of the suit, under penalty of the loss and damage which the plaintiff has already suffered and may still suffer.

[100] Extraordinary Session Held in Fort Orange
October 8, 1658

Present:

The Commissary La Montagne
Jan Tomassen
Pieter Hartgers
Adriaen Gerritsen

There appeared before the court the sachems of the three *Maquas* castles, having with them Saciadego, as their spokesman, who requested as follows:

Firstly, that we should tell them whether we knew where the Frenchman (who the last time came here with them) was at present.*

Secondly, whether we did not know that they had not killed the aforesaid Frenchman?

Thirdly, they requested that we should write to the governor of Canada that they had not killed the said Frenchman.

Fourthly, whether Commissary La Montagne would not go with them to Canada to make peace with the French?

To which questions or propositions the court gave for answer:

Firstly, that they did not know where the Frenchman was at present.

Secondly, that they had not heard that they had killed him.

Thirdly, that they were willing to write to that effect.

To the fourth proposition: that the commissary was appointed to guard this place and could not leave it without the consent of the great Sachem.†

[101] Hereupon they asked us to provide them with a man who understood the French language and also with a letter to the governor of Canada. This was promised them, whereupon Jacob Begijn, a soldier, immediately offered his services. He went with them on the 9th of this month, with a letter of this tenor.‡

Ordinary Session Held in Fort Orange
October 15, 1658

Maretien Clasen, plaintiff, against Wijnant Gerritsen, defendant.

* Louis Paraget; see page 400.

† *de groote Sackimacker*: the director general, Petrus Stuyvesant

‡ The text of this letter was not recorded in the minutes.

The plaintiff complains and says that the defendant called her a thief and said that she stole a hen from the defendant and offers to have Maria Lambertsen prove it.

Marya Lamberts, appearing before the court, declares that the defendant said that the plaintiff stole a hen and repeated it several times.

The defendant denies that he said that the plaintiff was a thief.

The court, having heard the parties, orders the defendant to swear that he did not say so and in case of refusal that the plaintiff shall take her oath and that the defendant shall be condemned to make reparation of the plaintiff's character and also pay a fine of 12 guilders for the poor.

Wijnant Gerritsen declares that he knows nothing about the plaintiff but what is honorable and virtuous, and for his defamation he pays 12 guilders for the poor.

[102] Wijnant Gerritsen, plaintiff, against Jacobus Tijsen, defendant.

The plaintiff demands payment of f44:19:8.

The defendant admits the debt.

Jan Gou, plaintiff, against Claes Bever, defendant.

The plaintiff demands one beaver for a seine,* which they owned together.

The defendant denies the debt and says that he gave two half beavers.

The plaintiff replies and says that the two half beavers were for repairing the seine.

The court, having heard the parties and the admission of the defendant that he had an interest in the seine, for which he said he paid two half beavers, which the plaintiff claims were for repairs of the seine, it is ordered by the court that the parties shall respectively choose a referee to settle their difference.

Jacob Teunesen, plaintiff, against
Default. Abraham *de Snider*, defendant.

Mr. Boon, plaintiff, against
Default. Hendr. *Bierman*, defendant.

Gerrit Reyersen, plaintiff, against
Default. Dirck *Bensich*, defendant.

Marcelis Jansen, plaintiff, against
Default. Marten *Biercaker*, defendant.

* *segen (zege)*: a large fishnet or dragnet

[103] Ordinary Session held in Fort Orange
November 25, 1658

Present:

La Montagne
Abraham Staets
Jan Tomassen
Francoys Boon
Adriaen Gerritsen

Abraham *de Snijder*, plaintiff, against Jochim Ketluyn, defendant.

The plaintiff demands payment of seven days' wages at *f*2:10 a day.

The defendant denies that the plaintiff worked seven days, but admits that he worked six days at *f*2 per day and says further that the plaintiff boarded with him for two or three days and that his wife washed for the plaintiff.

The parties having been heard by the court, the defendant is ordered to pay the plaintiff six days' wages at *f*2 a day, amounting to *f*12, from which *f*2:18 is to be deducted for washing and board, leaving *f*9:2.

Jacob Loockermans, plaintiff, against Mattheuwes Abrahamsen and his partner, defendants.

The plaintiff demands completion of carpenter's work which the defendants are to do according to contract.

The defendants acknowledge the contract and say that first they wish payment for the work done.

The parties having been heard, the court orders the defendants to commence the work, which they agreed to do, as soon as the plaintiff shall have made the first payment, and if the plaintiff does not make the first payment within eight days, he shall forfeit his right under the contract to have the work done.

[104] The servant of Claes Hendericksz, deceased, against the widow of the same, defendant.

The plaintiff says that the defendant does not fulfill the contract, which the plaintiff made with the defendant's deceased husband in Holland, and also requests security for his earned wages.

The defendant says that the plaintiff slanders her everywhere by complaining about the food and claims that the defendant gave the plaintiff stinking meat to eat and requests to be released from the servant.

The court, having heard the parties and noticed their dispute, order,

inasmuch as one wishes to be released from the other, that the plaintiff shall pay the defendant for the money advanced in Holland, which he received in hand paid, the sum of *f*40 in sewant.

Jochim Ketteluyn, plaintiff, against Henderick Claessen, defendant.

The plaintiff demands payment of *f*200 for rent of his house.

The defendant denies that he owes as much, since by order of the plaintiff, he paid *f*108 to the carpenters of the plaintiff's house.

The parties having been heard, the defendant is ordered by the court to pay the plaintiff *f*92 within one month and, for the recovery of the amount, to refer to the books which he and his partner kept together.

[105] Pieter Gillissen, plaintiff, against Jan Thomissen, defendant.

The plaintiff gives notice of the attachment of 76 *schepels* of wheat in the hands of Jan Helmsen, residing in the colony of Rencelaerswijck, for the payment of 72 beavers.

The defendant admits the debt.

The court, having heard the parties, declares the attachment valid, provided that the plaintiff address himself to the court of the colony of Rencelaerswijck.

[106] Ordinary Session Held in Fort Orange
November 27, 1658*

Present:

La Montagne
Jan Tomassen
Abraham Staets
Francoys Boon
Adryaen Gerritsen

Pieter Loockermans, plaintiff, against Barent Albertsen, defendant.

The defendant produces a counterclaim of *f*66:9, coming to the plaintiff, as the boards in money are counted at *f*186:1. The defendant also requests that the plaintiff complete the work, which he agreed to do, as this is of much importance to the defendant.

The court, having heard the parties, order the defendant to pay the balance of the amount as soon as the plaintiff has completed the work, which he agreed to do.

* It is unusual to have two ordinary sessions only two days apart. It is possible that one of the dates was recorded incorrectly.

Henderick *Koehler*, plaintiff, against Philip *de Brouwer*, defendant.

The plaintiff says that the defendant had his money in Katskil attached for reasons unknown to the plaintiff.

The defendant says that it was done on account of an order of *Lange Marij*,* from whom a sum of about *f*60 was due to the defendant.

The plaintiff admits that he owes *Lange Marij* *f*23.

The court, having heard the parties, orders the parties to settle with *Lange Marij* and, about their difference, to appear before the court on the next court day.

[107] Evert Noldingh gives notice of the attachment of *f*43:7 in the hands of *Mr. van Hamel*, belonging to Geurt Hendericksz, who was in default.

Anderies de Vosch, plaintiff, against Jan van Breemen, defendant.

The plaintiff demands payment of *f*225 and three *mudde* of wheat.

The defendant admits the debt and promises to pay the plaintiff within one year *f*112:10 and 6 *schepels* of wheat and the next year the other half, also with 6 *schepels* of wheat or grain, for which he binds the rent of his farm, which promises are accepted by the plaintiff and declared valid by the court.

[108] The vice director and magistrates of Fort Orange, village of Beverwijck, and the dependencies thereof, having heard the manifold complaints of the scarcity of coarse bread, which the bakers, contrary to the ordinance of the director general and council of New Netherland, published here the 6th of October Anno 1656,† do not bake twice a week, the coarse loaf at 16 stivers, the white loaf in proportion, consuming, to the serious prejudice of the community, their flour in baking *koeckjens* (little cakes) and white bread for the Indians, without [standard] weight. Therefore, the said vice director and the honorable magistrates hereby ordain, in conformity with the aforesaid ordinance, that everyone who follows the trade of baking shall from this time forth twice a week bake coarse bread for the accommodation of the community and retail each coarse loaf of 8 pounds for 18 stivers, counting eight white and four black *sewanties*‡ to one stiver, and the white loaf, according to the above-mentioned ordinance, in proportion, and this provisionally, on account of the scarcity of grain; on the penalty that those who violate this ordinance shall be suspended from their business for one year, have their white

* See note on page 176.

† See *LO*, 261, for this ordinance.

‡ The individual pieces of shell that make up the string of sewant

bread confiscated, and in addition be fined 50 guilders.

And whereas it is found by experience that many, as well of this place as coming from elsewhere, in the trading season make a business of baking *koeckjens* and short-weight white bread for the Indians, to the great loss of the bakers, and quit baking in the winter, the said vice director and the honorable magistrates ordain that the bakers who quit baking after the trading season and before winter and do not accommodate the public in the winter, shall also not bake in the summer, on pain of *f*50 and the confiscation of the bread that is found.

Thus done at the meeting [of the court of] Fort Orange, the 27th of November 1658.

[109] The vice director and magistrates of Fort Orange, village of Beverwijck, and the dependencies thereof, have received an ordinance of the director general and council of New Netherland concerning the value of sewant, which their honors caused to be published on the 22d of this month,* and have thereafter by petition received some complaints of the commonalty respecting the alteration of the sewant by which their interests are greatly affected. Therefore, the said vice director and the magistrates do hereby ordain that all the old debts, which were incurred before the publication of the aforesaid ordinance and which should have been paid before that time, may be discharged within the space of eight days from this date at the rate of six white and three black *sewantjens* for one stiver.

Thus done at the meeting of [the court of] Fort Orange, the 29th of November 1658.

Whereas daily experience teaches us that in consequence of the foul and unswept condition of the chimneys these frequently catch fire and commonly the houses also, yes, oftentimes even the neighboring houses where these are covered with inflammable materials, whereby not only great damage is done to the houses and goods but also human beings [suffer injury], a sad spectacle; Therefore, the vice director and the honorable magistrates of this court, wishing, as by their office and in duty bound, by all means in their power to provide against such accidents [110], do hereby order all burghers and inhabitants of Fort Orange and the village of Beverwijck, each one in particular, to keep the chimneys of their respective houses clean and free from the danger of fire, under the penalty of one pound Flemish for every chimney which shall, 15 days after the publication hereof, be foul and on inspection be judged as such,

* See *LO*, 357, for this ordinance.

and he whose chimney shall take fire through carelessness or neglect shall forfeit 50 guilders.

Done in Fort Orange, the 27th of November Anno 1658.

Thus done and renewed in Fort Orange, the 10th of December 1659.

[111] Ordinary Session Held in Fort Orange
December 17, 1658

Present:

La Montagne
Jan Tomassen
Abraham Staets
Francoys Boon
Adriaen Gerritsen

Evert Noldingh, plaintiff, against

Default. Teuwes Abrahamsen and Pieter Loockermans, defendants.

Goossen Gerritsen, plaintiff, against Abraham Vosborch, defendant.

The plaintiff demands of the defendant the sum of *f*439:3 for beer received, according to the contract made between them.

The defendant produces a counterclaim of *f*200, which the plaintiff accepts, so that the defendant still owes *f*239:3, which he admits.

The court, having heard the parties, orders the defendant to pay the plaintiff the remaining sum of *f*239, three stivers within six weeks.

The wife of Abraham Vosborch, plaintiff, against Annetien Lievens, wife of Goossen Gerritsen, defendant.

The plaintiff demands of the defendant 4½ beavers for decorated crowns,* which the defendant borrowed from her and which have not been restored to the plaintiff.

The defendant admits that she borrowed them jointly with Maria Wesselsen, who borrowed them together with the defendant, as they were both bridesmaids, and she therefore maintains that she has to pay only one-half.

[112] [The court], having heard the parties, orders that the crowns in question shall be paid for by both the bridesmaids, to wit, by Annetie Lievens and Marya Wessels, each one-half, by settlement of accounts, or otherwise, within the space of six weeks.

* *versierde kroontiens*: headdresses worn by bridesmaids. See *De Oude Tijd*, 1869, 1:269.

Gijsbert van Imborch, plaintiff, against Volckert Janssen, defendant.

The plaintiff demands payment of *f*72 in beavers, on account of Pieter Janssen's servant, as he became surety for so much as the servant owed the defendant, and further attaches all the money which he will earn, up to *f*72.

The defendant says that there must be deducted what is needed for stockings and shoes for the servant.

The court, having heard the parties, orders them to go to the servant and to agree as to what is due to the plaintiff from the defendant.

Ester Fonda, plaintiff, against Michiel Teunissen, defendant.

The plaintiff demands of the defendant *f*101:6.

The defendant says that the debt was contracted between him and Femmetie Alberts during their partnership and as Femmetje Albert has taken over the debts, the defendant claims that he does not have to pay the same.

The court, having heard the parties, orders the plaintiff to have Femmetien Alberts and Michiel Teunissen summoned on the next court day, to settle their differences.

Frans Barendsen, plaintiff, against
Default. Jan van Hoesem, defendant.

Francoys Boon, plaintiff, against
2d default. Henderick Bierman, defendant.

[113] Jacob Teunissen, in his capacity of *schout bij nacht*, plaintiff, against Mattijs, the servant of Johannes Withart, defendant.

The plaintiff says that he has taken away a small cask of brandy from an Indian, which the Indian said he obtained at the house of Johannes Withart, to which house he went immediately to get back his beavers.

The defendant denies that he sold brandy to the Indians and requests proof.

Having heard the parties, the court orders the defendant to purge himself by oath of the charge of having sold brandy to the Indians. The defendant having taken the oath before the court, the plaintiff's complaint against him is dismissed.

[114] The honorable officer, debit, for receipt of the following fines, which were imposed during the year 1658.*

* The fines are recorded on page 474. The remainder of this page is blank.

[115] In the Name of the Lord, Amen

Continuation of the minutes of the court of justice of Fort Orange, the village of Beverwijck, and the dependencies thereof, established *in loco* on the 10th of April Anno 1652, by the honorable director and council of New Netherland.

Ordinary Session Held in Fort Orange
January 14, 1659

Present:

La Montagne
Jan Tomassen
Abraham Staets
Adryaen Gerritsen

Francoys Boon, attorney for Dirck Kijsser, plaintiff, against Henderick *Bierman*, defendant.

The plaintiff demands payment of 12 beavers and produces a promissory note.

The defendant denies the debt and the promissory note.

The court, having heard the parties and seeing that the defendant refuses to take the oath, orders the said defendant to pay the aforesaid 12 beavers in the month of May next ensuing, without delay.

Pieter Gillissen, against
1st default. Henderick Claessen, defendant.

On account of the estate of Jan Bemboo the following were summoned:
Henderick Gerritsen
Willem Hoffmeyer
Huybert Janssen

[116] Jochim Ketluyn, plaintiff, against
Default. Henderick Claessen, defendant.

Idem plaintiff, against Eldert Gerbertsen, defendant.

The plaintiff complains that the defendant called him a thief in the presence of Pieter Bronck and his wife.

The defendant denies that he said so and claims that the plaintiff

called him a thief.

Having heard the parties, the court orders them to prove their charges on the next court day.

Claes Ripsen, plaintiff, against Willem Brouwer, defendant.

The plaintiff demands payment of 14 beavers for outside work on the plaintiff's house.

The defendant says that the plaintiff did not finish the work, which he undertook to do.

The court orders that the parties shall each choose a carpenter as arbitrator to settle the matter.

Evert Nolden, plaintiff, against

3rd default. Matteus Abrahamsen and Pieter Loockermans, defendants.

[117] Ordinary Session Held in Fort Orange
February 18, 1659

Present:

La Montagne
Jan Tomassen
Abraham Staets
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen

Baefien Pietersen, plaintiff, against Evert Nolden, defendant.

The plaintiff says that the defendant contracted with her for a year to string sewant and that she has done so for half a year. The plaintiff, therefore, maintains that the defendant is bound to let her string sewant the other half of the year.

The defendant admits that the plaintiff has strung sewant for him for one-half year, but denies that he is bound to keep her for a year and says that he is free to take whom he pleases.

The parties having been heard, the plaintiff is nonsuited.

The wife of Pieter Bronck, plaintiff, against Michiel Teunissen, defendant.

The plaintiff demands payment of *f*152.

The defendant admits the debt.

The parties having been heard, the court orders the defendant to pay the plaintiff *f*152 in the space of eight days.

Jan van Breemen, plaintiff, against Francys Pietersen, defendant.

The plaintiff demands payment of five months' wages at *f*18 per month, amounting to *f*90.

The defendant admits the debt.

The parties having been heard, the court orders the defendant to pay the plaintiff the *f*90 in the space of eight days.

[118] Mattijs van Beeren, plaintiff, against Pieter Jacobsen, defendant.

The plaintiff says that the defendant beat him in his house when he called upon him to pay six *schellingen*.*

The defendant says that the plaintiff beat him first and would not let him get out and locked the door.

The court, having heard the parties, condemns each to pay a fine of one pound Flemish to the deputy *schout*.

Adriaen Janssen van Leyden, plaintiff, against

W. Bout, default Willem Fredricksz Bout and } defendants
Willem Teljer

The plaintiff, being farmer of the burgher and tapsters' excise, complains that the defendant, Willem Bout, has taken 7 *ankers* of brandy out of the cellar of Willem Teljer, without removal permit or his knowledge.

Willem Teljer admits that he let him take the wine because Willem Bout told him that he would save him, Willem Teljer, from all damages which might result therefrom.

The court, having heard this, orders the officer to have the said seven *ankers* taken away and to take them into his custody.

Jochim Ketluyn, plaintiff, against

1st default. Eldert Gerbertsen, defendant.

Pieter Gillissen, plaintiff, against

2d default. Henderick Claessen, defendant.

Jan Bemboo, plaintiff, against

2d default. Willem Hofmeyer and Henderick Gerritsen, defendants.

* *Shillings*; one shilling equaled six stivers.

[119] Ordinary Session Held in Fort Orange
March 4, 1659

Present:

La Montagne
Abraham Staets
Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen

Pieter Gillissen, plaintiff, against Henderick Claessen, defendant.

The plaintiff demands payment of the sum of *f*70.

The defendant having failed to appear after having been three times summoned, he is by default condemned to pay the plaintiff the sum demanded in the space of eight days, with the costs of the three defaults, amounting to *f*1:16, under penalty of attachment.

Philip Hendericksz, plaintiff, against
1st default. Femmetien *de Baxter*, defendant.

Marcelus Janssen, plaintiff, against
1st default. Foppe Barentsen, defendant.

Pieter Bronck, plaintiff, against
1st default. Abraham Vosborch and Henderick Claessen, defendants.

Idem plaintiff, against Teunis Jacobsen, defendant.

The plaintiff demands payment of *f*221:1:-.

The defendant denies the debt and requests an account.

The parties having been heard, it is ordered that they shall calculate together and appear on the next court day about the difference between their accounts.

As Teunis Jacobsen has misbehaved in his service, the court decides that he shall be dismissed from the service until further orders.*

* Teunis Jacobsen was employed as a beer carrier.

[120] Ordinary Session Held in Fort Orange
March 18, 1659

Present:

La Montagne
Abraham Staets
Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen

Philip Hendericksen, plaintiff, against Femmetien *de Baxter*, defendant.

The plaintiff demands payment of *f*360.

The defendant admits the debt.

The court, having heard the parties, orders the defendant to pay the plaintiff the aforesaid sum of 360 guilders, at the last payment for her house, in which Daniel Rinckhout lives, which is to take place after two years.

Idem plaintiff, against Jan Teunissen, defendant.

The plaintiff demands payment of *f*290:--.

The defendant admits the debt.

The parties having been heard, the defendant is ordered by the court to pay the plaintiff the sum demanded in the space of six weeks.

Marcelus Janssen, plaintiff, against
2d default. Foppe Barentsen, defendant.

Rutger Jacobsen, plaintiff, against

Default. $\left. \begin{array}{l} \text{Eldert Gerbertsen} \\ \text{Jan van Breemen} \\ \text{Jacob Adriaensen,} \end{array} \right\}$ defendants.

The plaintiff gives notice of the attachment of a certain sum in the hands of Eldert Gerbertsen belonging to Jan van Breemen.

[121] Pieter Bronck, plaintiff, against Abraham Vosburgh, defendant.

The plaintiff demands payment of *f*336.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded in the space of two months.

Idem plaintiff, against Teunis Jacobsen, defendant.

The plaintiff demands payment of a certain sum of money.

The defendant says that they have never balanced accounts with each other.

The court orders the parties to balance their accounts and to appear on the next court day about their difference.

Idem plaintiff, against

Default. Jan van Breemen, defendant.

Poulus Jurcksen, plaintiff, against

Default. Cobus Teunissen, defendant.

Evert Nolden, plaintiff, against

Default. Adriaen Janssen van Leyden, defendant.

Idem plaintiff, against Matteus Abrahamsen, defendant.

The plaintiff demands payment of f17:17:—.

The defendant admits the debt.

The court orders that the aforesaid sum shall be made payable to Femmetjen *de Baxter*, in payment of the rent of the plaintiff's house.

Idem plaintiff, against

Default Pieter Loockermans, defendant.

[122] Abraham Vorsborch, plaintiff, against Rutger Jacobsen and Goosen Gerritsen, formerly in partnership, defendants.

The plaintiff says that he executed a promissory note in favor of the defendants for 439 guilders, 3 stivers, on which he paid f300.

The defendants deny that they received f300, but admit that they received f200.

The court, having heard their differences, adjourn the case to the next court day for further consideration by the parties.

Jan Bembo, plaintiff, against Henderick Gerritsen, defendant.

The plaintiff demands of the defendant payment of f65.

The defendant having been summoned three times and remained in default, he is ordered by the court to pay the plaintiff the sum of f65 demanded, under penalty of attachment.

Idem plaintiff, against Willem Hoffmeyer, defendant.

The plaintiff demands of the defendant payment of f9.

The defendant having been summoned three times and remained in

default, he is ordered by the court to pay the plaintiff the sum demanded, under penalty of attachment.

Nomination of magistrates, being six in number, from which number three are to be chosen:

| | |
|--------------------|-----|
| Rutger Jacobsen | 6:– |
| Anderies Herbetsen | 4:– |
| Sander Leendersen | 6:– |
| Volckert Janssen | 6:– |
| Evert Wendels | 5:– |
| Jan Verbeeck | 4:– |

[123] Ordinary Session Held in Fort Orange
primo April 1659

Present:

J. La Montagne
Abraham Staets
Jan Tomassen
Pieter Hartgers
Francoys Boon
Adriaen Gerritsn

Lowies Cobussen, plaintiff, against
Default. Jan Eerraerts, defendant.

Neeltien Cobussen, plaintiff, against Trijn Claes, defendant.

The plaintiff says that the defendant sold her an apron, on which she paid *f*9, and demands that the same be returned by the defendant.

The defendant says that the plaintiff returned the aforesaid apron, claiming that the defendant had sold it to her at too high a price and that the plaintiff did not wish to keep the apron.

The parties having been heard, the court orders the defendant to return *f*6 to the plaintiff, the remaining *f*3 to be retained in compensation for the cancellation of the purchase.

Jan Anderiessen de Graef, plaintiff, against Barent Albertsen, defendant.

The plaintiff demands payment of 34 planks.

The defendant says that he does not owe more than 24 planks.

The court orders the defendant to pay the plaintiff 30 planks in the space of eight days.

Idem plaintiff, against Teuwes Abrahamsen, defendant.

The plaintiff demands payment for 8,000 bricks, for which he must have 105 planks.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the 105 planks in the space of eight days.

[124] Marcellus Janssen, plaintiff and attaching party, against Foppe Barentsen, defendant.

The plaintiff demands payment of a tavern debt of *f*13:2.

The defendant denies the debt.

The court orders the defendant to pay the plaintiff *f*13:2. As the plaintiff takes the oath, the attachment of Evert Nolden is vacated.

Extraordinary Session Held in Fort Orange April 5, 1659

Present:

J. La Montagne
Jan Tomassen
Francoys Boon
Pieter Hartgers
Adriaen Gerritsen
magistrates

Cornelis Woutersen, plaintiff and attaching party, against *Juffrouw* Johanna de Laet, wife of *Sr.* Jeronimus Ebbingh, defendant.

The plaintiff demands payment of *f*275, for making the bridge in the Esopus, for which the defendant promised to pay, as he offers to prove by Geurt Hendericksz and Jan Barentsen, whose testimony he produces.

Philip Pieterse Schuyler, as attorney for the defendant, requests that the case be adjourned until the defendant and her husband again come upriver.

The court, having heard the witnesses and read their testimony, from which it appears that the defendant made a verbal agreement with the plaintiff about the bridge, but not knowing whether afterwards another

contract was made between the parties, consents to adjourn the case until the defendant or her husband shall next come up here, without prejudice to the rights and claims of either party.

[125] Ordinary Session Held in Fort Orange
April 7, 1659

Present:

J. La Montagne
Jan Tomassen
Pieter Hartgers
Abraham Staets
Francoys Boon
Adriaen Gerritsen

Jacob Steendam, plaintiff, against Maria Dijckmans, defendant.

The plaintiff demands payment of a bill of exchange, which was signed by the defendant's husband and which has come back protested, arising from some vendue, the proceeds whereof were kept by the defendant's husband.

The defendant says that she cannot deny it, as she saw her husband's signature.

Having heard the parties and examined the bill of exchange with the protest thereof, the court condemns the defendant to pay the plaintiff the aforesaid bill of exchange with the charges thereon after liquidation by two arbitrators to be chosen by the parties respectively.

Rutger Jacobsen, plaintiff, against Jan van Breemen, defendant.

The plaintiff says that judgment was given last year against the defendant to pay the plaintiff a certain sum of money, for which the plaintiff demands a mortgage on the defendant's house.

The defendant grants the plaintiff's request.

The court, *fiat*.

1st default. Jan Harmsen, plaintiff, against
Sander Leendersen, defendant.

Tomas Loduwijcksz, plaintiff, against
1st default. Sijmon Groot, defendant.

[126] Jan Tomassen and Volckert Janssen, plaintiffs, against Jurriaen Teunissen, defendant.

The plaintiffs demand payment of *f*660 for beer delivered.

The defendant says that he said that he was willing to pay after Easter.

The parties having been heard, the court orders the defendant to pay the plaintiffs the *f*660 demanded in the space of six weeks.

Pieter Bronck, plaintiff, against Jan van Breemen, defendant.

The plaintiff demands payment of the sum of *f*183:3 and in addition *f*50 for beer delivered.

The defendant requests an account from the plaintiff.

The court orders the parties to balance their accounts and to appear on the next court day about the difference between them.

Claes Teunissen is granted a lot on the plain,* to the west Carsten *de Noorman*, in length 6 rods; to the north a road, in width 3 rods; to the east a vacant lot, in length 6 rods; to the south the plain, 3 rods. Also a part of a lot for a garden, to the south Barent Albertsen, in length 7 rods, 10 feet; to the west, Jeremias van Rencelaer, in breadth 3 rods, 10 feet; to the north Jan Roelofsen, in length 7 rods, 10 feet; to the east a road, in breadth 3 rods, 10 feet.

Evert Wendel is upon his petition granted permission to use for his convenience the small piece of land that he has, until necessity shall require him to do without it.

[127] Ordinary Session Held in Fort Orange
April 22, 1659

Present:

J. La Montagne
Jan Tomassen
Abraham Staets
Francoys Boon
Pieter Hartgers
Adriaen Gerritsen

Goossen Gerritsen and Rutger Jacobsen, plaintiffs, against Abraham Vosborgh, defendant.

The plaintiffs demand payment of *f*100, the case having been ad-

* the plain around the fort

journed to this day to have the parties declare under oath whether the plaintiffs had received the money and whether the defendant had paid it.

The court having required the parties to take the oath, the defendant and his wife have sworn that they paid and satisfied the aforesaid *f*100 to the plaintiffs. Therefore, the plaintiffs' suit is dismissed by the court.

Pieter Bronck, plaintiff, against Hendrick Claessen, defendant.

The plaintiff demands payment of *f*170 in sewant and 12 beavers.

The defendant admits the debt.

The court, *fiat*, orders payment in six weeks.

Idem plaintiff, against

1st default. Jan van Breemen, defendant.

Frans Barenzen Pastoor, plaintiff, against

1st default. Jan van Breemen, defendant.

Volckert Janssen and Pieter Gillissen, plaintiffs, against

1st default. Jan van Breemen, defendant.

Rutger Jacobsen, plaintiff, against Henderick Claessen, defendant.

The plaintiff demands payment of *f*116 for beer delivered.

The defendant admits the debt.

The court, *fiat*, orders the defendant to pay the plaintiff the sum demanded in six weeks.

[128] Rutger Jacobsen, plaintiff, against Jacob Adriaensen, defendant.

The plaintiff demands payment of *f*67.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the aforesaid sum of *f*67 in the space of six weeks.

Ida Claessen, plaintiff, against

Default. Gerrit Visbeeck, defendant.

The honorable officer, plaintiff, against Evert Nolden, defendant.*

Pieter Bronck and Harmen Bastiaensen request permission to build a sawmill on the Beverskil. Their request is granted by the court, on condition that Abraham Vosborch shall have the first choice of location, as he was the first applicant.

* This case was not pursued in this court session for unknown reasons; see the following session for disposition of the case.

[129] Ordinary Session Held in Fort Orange
May 13, 1659

Present:

La Montagne
Jan Tomassen
Pieter Hartgers
Adriaen Gerritsen

Frans Barentsen Pastoor, plaintiff, against Jan van Breemen, defendant.

The plaintiff demands payment of *f*75.

The defendant denies the debt, because it was stipulated that one-half of the purchase price was to be paid in beavers and the plaintiff was calculating in sewant.

The court puts over the matter until the next court day for further proof by the parties.

Jacob Teunissen, plaintiff, against
Default. Henderick *Koeherder*, defendant.

Tomas Pouwel, plaintiff, against
Default. Cornelis Vosch and Jochim Wesselsen, defendants.

The honorable officer Johannes La Montagne, plaintiff, against Evert Nolden, defendant.

The plaintiff says that the defendant the [*blank*] of this month at his place drew his knife [130] on Pieter Janssen and thereafter his cutlass, in violation of the ordinance of the high and mighty lords the states general and the honorable director general and council of New Netherland published here several times.* He therefore demands that the defendant in accordance with the said ordinance be condemned to pay a fine of 200 guilders and the costs of the trial.

The defendant acknowledges his guilt, but claims that Pieter Janssen gave him cause for it by calling him an old dog and saying further: "If I ever catch you outside, you old dog, I'll really let you have it!"

The parties having been heard, the court orders the defendant to prove on the next court day that Pieter Janssen gave him cause for it.

* See *LO*, 62, 344, for this ordinance.

[131] Extraordinary Session Held in Fort Orange
primo May 1659*

In the place of the retiring magistrates, Abraham Staets and Jan Tomasen, ordinary magistrates, and Adriaen Gerritsen, extraordinary magistrate, according to the extract from the resolutions of the honorable director general and council of New Netherland, there have been chosen and confirmed from the double number nominated Anderies Herbetsen and Sander Leendersen, ordinary magistrates, and Jan Verbeeck extraordinary magistrate, who, being summoned by the court, have taken the following oath of fidelity before the commissary:

We, the undersigned, as chosen magistrates of the court of justice of Fort Orange and the village of Beverwijck, promise and swear in the presence of God Almighty and our fellow members, that we shall help administer true law and justice between man and man and furthermore that in all matters relating to the administration of justice and government we shall cause to be carried out [all orders] and promote [the public welfare] to the best of our knowledge and ability, and furthermore, in every respect conduct ourselves loyally and faithfully toward the lords states general of the United Netherlands, the lords directors of the Chartered West India Company, and [132] the honorable director general and council of New Netherland, with the further promise that we shall help maintain here the Reformed religion according to the Word of God and the regulations of the Synod of Dordrecht and tolerate no other sects. So truly help us God Almighty.

After being congratulated, the aforesaid Anderies Herbetsen, Sander Leendersen, and Jan Verbeeck have this day taken their seats.

The retiring magistrates are released from their oath and thanked for their faithful services and performance of their duty, with the promise that with regard to their honorarium of f150 a year, they will at the first opportunity when the treasury is well provided receive consideration and be paid together with the present and future magistrates.

After deliberation, it is agreed upon and decided that the annually retiring magistrates shall for the period of one year after their discharge be exempt from the ordinary burgher guard, but nevertheless, being

* The minutes for this session were apparently copied after the May 15 session.

ordered to do so in case of need, be obliged to perform all extraordinary rounds and guard duty like other citizens, according to the resolution passed and ratified by the honorable director general and council of New Netherland.

[133] Ordinary Session held in Fort Orange
May 27, 1659

Jan van Eeckelen, plaintiff, against Pieter Loockerman, defendant.

The plaintiff produces an account for bread received by the defendant, amounting to the sum of *f*77:8.

The defendant denies the debt.

The plaintiff confirms his account by oath. Therefore, the honorable court orders the defendant to pay the plaintiff the above-mentioned sum in the space of six weeks, under penalty of attachment.

Pieter Bronck, plaintiff, against Jan van Breemen, defendant.

The plaintiff demands of the defendant payment of the sum of *f*234 for beer and other articles.

The defendant desires to have a correct amount from the plaintiff.

The court, having heard the parties without examination of accounts, refers them to the judgment of the 7th of April 1659.

Pieter Bronck, plaintiff, against Theunis Jacobsen, defendant.

Pieter Bronck, plaintiff, demands of the defendant the sum of *f*221:1, arising from beer received, tavern expenses, etc.

[134] The defendant produces an account of *f*250:18 for hops, etc. delivered to the plaintiff, of which the plaintiff denies the receipt of two parcels.

The court, having heard the parties, orders the defendant to prove it on the next court day.

Frans Barentsen, plaintiff, against Jan van Breemen, defendant.

The plaintiff demands of the defendant execution of the judgment of January 23, 1657, regarding the payment of the sum of *f*73:5.

The honorable court, having heard the parties, order the defendant to execute the judgment pronounced by the honorable commissary and magistrates on the date above written.

Jan Harmensen, plaintiff, against Jan van Eeckelen, defendant.

The plaintiff, having had some money of Albert Gerritsen in the hands of Jan van Eeckelen attached, by balance of an account of *f*124, with

costs, request that said attachment may be declared valid and that he may receive his money from Jan van Eeckelen, from whom the other creditors received their pay.

The honorable court, having heard the parties, order that the plaintiff shall share in proportion to other creditors in what may still be paid.

[135] Seger Cornelissen, plaintiff, against Claes Mille.

The plaintiff demands of the defendant the sum of *f*270 in sewant.

The defendant admits the debt.

The honorable court, having heard the parties, orders the defendant to pay the sum demanded, to wit, *f*160 in the space of six weeks and the remainder in the autumn of the year 1659, according to the defendant's own promise and the shaking of hands, under penalty of attachment.

The *Heer* Johannes La Montagne, officer, plaintiff, against Evert Nolden, defendant.

The plaintiff complains for the second time about the defendant on account of his offense committed in drawing his knife and cutlass on Pieter Lambertsen,* according to the affidavit and also according to his own confession, and asks the same fine, which he, the plaintiff, proposed on the preceding court day, namely, *f*200.

The honorable court, having heard the parties, orders that the trial of this case shall take place on the next court day.

Idem plaintiff, against Jan van Breemen.

The honorable officer says that Jan van Breemen, the defendant, yesterday, being the 26th of May, in the presence of many people before this Fort Orange [136] attacked Frans Pietersen and slashed his hat with a knife, which cut was aimed at his face and was warded off by the said Frans's arm. In accordance with the ordinance of the high and mighty lords the states general, the honorable officer requests that the defendant shall pay a fine of *f*100 and in addition pay for the damage done to Frans Pietersen's hat and clothes, before the defendant be released from custody.

The honorable court adjourns the case to the next court day.

Jan Meyndersen requests of the honorable court a lot, whereupon the court refers him to the surveyor who is to see where a suitable place may be obtained or found for him.

* In the previous session he is called Pieter Janssen; see page 430 for this case.

[137] Extraordinary Session Held in Fort Orange
June 7, 1659

Jacob Tijssen, Cornelis Teunissen Bosch, Leendert Philipsen, and Claes Jacobsen present to the honorable court a petition in the name of others who have also signed the petition, praying that they may be permitted to do their best in regard to the question of trade to promote the interests of their households.

The honorable court having examined the petition and carefully considered the matter and having taken everything into consideration, the petitioners are granted permission to employ Indian brokers and to send them into the woods without any presents, and this provisionally until further order, with this special junction that no Dutch brokers shall be employed thereto, according to the ordinance made and published on the last of May of this year, 1659.

[138] Ordinary Session Held in Fort Orange
June 10, 1659

Volckert Janssen, plaintiff, against Jan Martensen, defendant.

The plaintiff demands payment of the sum of *f*139 in sewant for beer consumed.

The defendant admits the debt.

The court, having heard the parties on both sides, orders the defendant, after an account shall have been rendered, to pay the plaintiff the sum of *f*139 demanded in sewant promptly in the space of one month, under penalty of attachment.

Jan Harmsen, plaintiff, against Roeloff Swartwout, defendant.

The plaintiff demands payment from the defendant of the sum of *f*68 in sewant, for beer consumed by the defendant.

The defendant admits the debt.

The court, having heard the parties on both sides, orders the defendant to pay the plaintiff the sum of *f*68 demanded in sewant promptly in the space of one month, under penalty of attachment.

Jan Harmsen, plaintiff, against Fredrick Harmsen, defendant.

The plaintiff demands of the defendant payment of half a *mudde* of wheat for money loaned to the defendant.

The defendant admits the debt.

The court, having heard the parties on both sides, orders the defendant to pay the plaintiff *f*8 in sewant for the half *mudde* of wheat, in the space of 8 days.

[139] Roeloff Swartwout, plaintiff, against Henderick Martensen, defendant.

The plaintiff demands of the defendant the sum of *f*93:5, arising from beer and brandy received by the defendant.

The defendant admits the debt and claims that he paid something on it.

The court, having heard the parties on both sides, orders the defendant to pay the plaintiff the sum of *f*60 in sewant, promptly in the space of one month, under penalty of attachment, and to settle with the plaintiff about the balance.

Philip Hendericksen, plaintiff, against Arent vanden Bergh, defendant.

The plaintiff demands of the defendant the sum of *f*116 in sewant, for beer consumed.

The defendant acknowledges the debt and demands an account.

The court, having heard the parties on both sides, orders the defendant, after an account has been rendered, to pay the plaintiff the sum demanded in sewant in the space of one month, under penalty of attachment.

The honorable officer, plaintiff, against Evert Nolden, defendant.

The plaintiff demands of the defendant *f*200 on account of fines, according to the plaintiff's demand of May 13, 1659.

The defendant admits the debt as before and says that he had reason for it.

The court, having heard the parties on both sides, orders the defendant to produce evidence in his defense on the next court day.

[140] The Hon. La Montagne, officer, plaintiff, against Philip Pietersen, defendant.

The plaintiff says that on the third of this month he was in the woods and there found an Indian who had a new coat. He asked him through the interpreter from whom he had received that coat, whereupon the Indian replied, "From Philip Pietersz."*

The Hon. La Montagne, officer, plaintiff, against Philip Pietersen Schuyler, defendant.

* The opening lines of this case were inadvertently repeated below.

The plaintiff says that on the third of this month he was in the woods and there found an Indian who had a new coat. He asked him through the interpreter from whom he had received that coat, whereupon the Indian replied, "From Philip Pietersen, and in order that he would bring five Indians with beavers out of the woods." Having meanwhile detained the Indian and talked with him, the aforesaid five Indians joined them and went with him to the house of Philip Pietersz, whereupon the plaintiff and his accompanying helpers followed them into the house of the defendant. The plaintiff having asked the defendant whether he gave the Indian the coat, he answered, Yes, whereupon the plaintiff fined the defendant in the presence of *Mr. Bedlo*. He concludes that the said Philip Pietersen, contrary to the ordinance, has sent a broker into the woods and demands that on this account he be condemned to pay a fine of 300 guilders and be suspended from trading for the period of one year.

[141] The defendant denies that he sent the aforesaid Indian into the woods as a broker, saying that the Indian without solicitation went into the woods. He admits that the Indian received a coat from him, but not for that purpose. He also says that he gave a present to the Indians and if he did wrong in that, he says that not a single beaver is bartered in the *Fuyck** but it is done contrary to the ordinance.

The officer demands that the defendant purge himself of his offense by oath.

The defendant refuses to take the oath.

[142] Extraordinary Session held in Fort Orange June 13, 1659

The hon. officer, plaintiff, against Rutger Jacobsen, defendant.

The plaintiff says that Rutger Jacobsen has complained to him that Dutchmen have been in the woods to fetch Indians.

The defendant says that he will prove it by others and that it is claimed that one of Cornelis Teunissen Bosch's men was going into the woods, namely, Jacob Teunisz, and the servant of Marcelis Janssen.

The honorable officer, plaintiff, against Jacob Teunissen, defendant.

The plaintiff says that the defendant, Jacob Teunissen, is charged with going into the woods for Cornelis Teunissen Bosch in order to attract the Indians with beavers.

* Popular name for the settlement north of the fort; see note on page xix.

The defendant denies the charges. He says that he did not do so, but that he was in the woods on his own account to catch an Indian who owed him a beaver. He also says that Harmen Vedder, Storm Albertsen, Teunis Slingerlant, and Roeloff Swartwout were in the woods, as well as Cornelis Fijnhout, the servant of Marcelus Janssen.

Idem plaintiff, against Cornelis Fijnhout, defendant.

The plaintiff says that the defendant is charged with having been in the woods to fetch Indians.

The defendant denies the charge, saying that he was in the woods, not for that reason, but for the purpose of by chance catching sight of the horses of Arent *de Noorman*.

[143] Jacob Teunissen, being asked by the officer whether he and the servant of Marcelus Janssen had not entered into an agreement as to the number of Indians each was to have, answers that the brokers said that they would each have two Indians.

The court adjourns the case to the next court day.

[144] Ordinary Session Held in Fort Orange *primo* July 1659

Cornelis Woutersen, plaintiff, against *Juffrouw* Ebbings, defendant.

The plaintiff demands of the defendant a certain balance of account, amounting to *f*100, for wheat, and also a certain number of beavers, all of which the plaintiff asks to have in beavers, because he has waited long after the amount was due.

The defendant admits the debt and asks extension of time.

The court, having heard the parties on both sides, condemns the defendant to pay the plaintiff the first penny and the last according to their written agreement and specifications in the space of eight days, on pain of attachment.

Reynier Elbertsen, plaintiff, against Jochim Ketteluyn, defendant.

The plaintiff demands of the defendant 4½ beavers, and *f*12:12 stivers in sewant, which he has caused to be attached in the hands of Cornelis *Schoester*.*

The defendant admits the debt and promises to pay the same.

The parties having been heard, the defendant is ordered to pay the plaintiff the sum demanded in the space of eight days, or thereabouts.

* Cornelis Theunesen Bos who came over to Rensselaerswijck as a shoemaker.

Sr. Assar Levy, plaintiff, against

Default. Jan Roeloffsen and }
 Jacob Loockermans, } defendants.

The plaintiff demands of the defendants, according to their promissory note, eleven beavers, which they, the defendants, as partners received together in goods, and claims that each as principal is liable for the payment of the whole amount.

[145] The defendant admits that he owes 5 beavers as his share, but no more, and asks for sufficient time, according to burgher right.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the 5 beavers in the space of three weeks, the plaintiff reserving his action against Jacob Loockermans as to his share.

Anderies Herbetsen, as attorney of Aert Pietersen, plaintiff, against Jochim Kettelheyn, defendant.

The plaintiff demands of the defendant 43 whole beavers.

The defendant admits the debt and says that he will pay the man.

The plaintiff, replying, demands that the defendant give security before he leaves, as Aert Pietersen intends with God's help to depart for the fatherland and will then know where he can get his money.

The court, having heard parties on both sides, orders the defendant to pay the plaintiff the sum demanded in the space of 14 days, on pain of attachment; his house standing here in the village of Beverwijck to be bound as security.

Stoffel Janssen, plaintiff, against Jacob Loockermans, defendant.

The plaintiff demands of the defendant 11½ beavers, arising from goods furnished.

The wife of the defendant appearing, admits the debt and says that she has no beavers, but is willing to pay in other merchandise, namely, in planks.

[146] The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the aforesaid number of beavers, or the equivalent in sewant, at the market price, in the space of 14 days, on pain of attachment.

Jan Roeloffsen, plaintiff, against Jacob Loockermans, defendant.

The plaintiff demands of the defendant 20 beavers and f57 in sewant, on which f81 in sewant is paid.

The defendant denies the debt, but says that he has a letter from

Govert Loockermans, forbidding them to hold back any beavers, and requests liquidation of accounts until the arrival of Govert Loockermans.

The court, having heard the parties on both sides, orders: *fiat*.

Sr. Assar Levy, plaintiff, against Jacob Teunissen, defendant.

The plaintiff demands of the defendant 30½ beavers, according to his promissory note, arising from goods received.

The defendant admits the debt and offers to pay now and then something.

The court, having heard the parties on both sides, orders the defendant to pay the plaintiff the aforesaid number of beavers in the space of six weeks, on pain of attachment.

Sr. Jan Bastiaensen, plaintiff, against Evert Nolden, defendant.

The plaintiff demands of the defendant one hundred sixty-two and a half beavers, according to a promissory note, which he produces.

[147] The defendant admits the debt.

The court, having heard the parties on both sides, orders the defendant to pay the plaintiff the aforesaid 162½ beavers in the space of six weeks, on pain of attachment.

Sijmon Turck, plaintiff, against Rem Janssen *Smit*, defendant.

The plaintiff demands of the defendant the sum of *f*66, arising [from the money due to] Pieter Cornelissen, deceased.

The defendant denies the debt, saying that he paid it.

The court, having heard the parties, grants the defendant time until the next court day to consider the matter and to declare under oath that he paid.

Idem plaintiff, against Sander Leendersen, defendant.

The plaintiff demands of the defendant *f*95:14 on account of P. Cornelissen, deceased.

The defendant denies the debt and says that there is still money due him from Pieter Cornelissen, deceased.

The court, having heard the parties on both sides, orders them to calculate with each other.

The *Heer* Jeremias van Rencelaer, plaintiff, against Pieter Bronck, defendant.

The plaintiff demands of the defendant *f*1895:16:8 in beavers, according to his bond, arising from goods received by the defendant.

The defendant admits the debt.

The court, having heard the parties on both sides, orders the defendant

to pay the plaintiff the *f*1895:16:8 demanded within the space of six weeks, on pain of attachment.

[148] Willem Janssen Schutt, plaintiff, against Jacob Loockermans, defendant.

The plaintiff demands of the defendant payment of nine beavers for a certain lot on which the defendant's house stands.

The defendant admits the debt.

The court, having heard the parties on both sides, orders the defendant to pay the plaintiff the aforesaid number of nine beavers in the space of six weeks.

Hans Carelsen, plaintiff, against Pieter Claerbout, defendant.

The plaintiff demands of the defendant five beavers for freight as per agreement.

The defendant says that he is missing two chairs and a lantern which blew overboard during the night, and first demands restitution thereof.

The court, having heard the parties on both sides, orders the defendant to pay the plaintiff two beavers in the space of 14 days.

Dirckjen Martensen, plaintiff, against Jan Eerraerts, defendant.

The plaintiff produces an affidavit showing that she has occasion to feel aggrieved and requests that the defendant shall either prove or deny the statements.

The defendant requests time until the next court day to prove the statements.

The honorable court, *fiat*.

[149] Ordinary Session Held in Fort Orange
July 8, 1659

Present:

| | |
|-----------------------|---------------------|
| J. La Montagne | Anderies Herbertsen |
| Pieter Hartgers | Sander Leendersen |
| Francoys Boon | Jan Verbeeck |
| Dirrick Janssen Croon | |

Juffrouw Ebbings,* plaintiff, against Pieter Janssen Loockermans, defendant.

* Johanna de Laet, daughter of the WIC historian, Johan de Laet, was the wife of Jeronimus Ebbingh. However, she most frequently appears as De Hulter, her first husband's surname.

The plaintiff demands of the defendant payment of *f*54 in beavers.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the sum of *f*54 demanded in beavers in the space of eight days.

Idem plaintiff, against Daniel Rinckhout, defendant.

The plaintiff demands of the defendant payment of 39 $\frac{1}{2}$ beavers, arising from wheat delivered.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, order the defendant to pay the plaintiff the sum demanded in the space of eight days, on pain of attachment.

Gijllis Pietersen, plaintiff, against *Juffrouw* Ebbings, defendant.

The plaintiff demands of the defendant payment of certain moneys in beavers arising from house rent.

The defendant admits the debt, but says that she is willing to pay in beavers if the defendant first pays her the sewant.

The court, having heard the parties on both sides, orders each party to choose a referee.

[150] *Monsr.* Johannes Withart, plaintiff, against Sijmon Groot, defendant.

The plaintiff demands of the defendant the sum of *f*562 in beavers.

The defendant admits the debt, but says that he bought the goods on the condition that, if he could not dispose of them in barter, he could return them.

The honorable court, having heard the parties on both sides, examined the promissory note, and taken everything into consideration, condemn the defendant to pay the sum demanded to the plaintiff within the space of six weeks, on pain of attachment.

Idem plaintiff, against Jacob Loockermans, defendant.

The plaintiff demands of the defendant payment of the sum of *f*439:4:–, in beavers.

The defendant admits the debt.

The honorable court, having heard parties on both sides, orders the defendant to pay the plaintiff the sum demanded within the space of six weeks, on pain of attachment.

Harmen Vedder, plaintiff and attaching party, against Default. Pieter Bronck, defendant.

The plaintiff gives notice of the attachment in the hands of *Mr. Gijsbert*,* stemming from rent of the defendant's house.

Jacob Hendericksen, plaintiff, against Jacob Adriaensen, defendant.

The plaintiff demands of the defendant payment of *f*33 in sewant, which he caused to be attached recently.

The court, having heard the parties on both sides, declare the attachment valid and order the defendant to pay the plaintiff the sum demanded within the space of six days.

[151] *Mr. Thomas Poulussen*, plaintiff and attaching party, against *Cateleyn Samsons*,† defendant.

The plaintiff demands of the defendant payment of *f*230, which he caused to be attached in the hands of *Lambert van Neck*, and asks that he may be paid on the same basis as other creditors.

The honorable court declares the attachment valid.

Philip Hendericksen, plaintiff, against *Mr. Diederick van Hamel*, defendant.

The plaintiff demands of the defendant payment of *f*160:15, in sewant.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the sum demanded toward the end of this month of July. The attachment against the moneys shall stand until the payment is made, unless the defendant leaves as security deposit some goods with the court.

Roeloff Swartwout, plaintiff, against *Monsr. Boon*, defendant.

The plaintiff asks the court for an order upon the petition presented by him and a copy of the promissory note, as he makes a plea in abatement of the action and contests the promissory note which *Monsr. Boon* has, saying that it contains exceptions.

The defendant says that, according to the obligation, he is to recover his money from no one but the plaintiff.

The honorable court, having heard the parties on both sides, order the plaintiff and petitioner, according to the previous judgment, to tender and pay the rest of the amount within the space of six weeks, on pain of attachment.

* Surgeon *Gijsbert van Imborch*

† the wife of *Hamen Thomassen*

[152] Daniel Rinckhout, plaintiff, against Jacob Adriaensen, defendant.

The plaintiff demands of the defendant payment of ten *schepels* of wheat.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff *f*30 for the wheat, in sewant, within eight days.

Pieter Winnen, plaintiff, against Pieter Janssen Loockermans, defendant.

The plaintiff demands of the defendant satisfaction of the previous judgment. The court, *fiat*.

Sr. Asser Levy, plaintiff, against Jacob Loockermans, defendant.

The plaintiff demands of the defendant 5 $\frac{1}{2}$ beavers according to a promissory note.

The defendant admits the debt.

The court, having heard the parties, orders the defendant to pay the plaintiff the sum demanded within the space of 14 days, on pain of attachment.

Cobus Janssen, plaintiff, against Jacob Adriaensen, defendant.

The plaintiff demands of the defendant the sum of *f*10, in beavers.

The defendant denies the debt, saying that his wife paid it.

The honorable court orders the defendant to pay the plaintiff the sum demanded within the space of 14 days.

Sr. Daniel Verveelen, plaintiff, against Mattheus Abrahamsen, defendant.

The plaintiff demands of the defendant two beavers.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the two beavers demanded within the space of 14 days.

[153] Sr. Daniel Verveelen, plaintiff, against Jan van Hoesem, defendant.

The plaintiff demands of the defendant *f*81 in beavers.

The defendant admits the debt.

The court, having heard the parties on both sides, order the defendant to pay the plaintiff the sum demanded within the space of one month.

Idem plaintiff, against Jacob Adriaensen, defendant.

The plaintiff demands of the defendant payment of *f*72 in beavers, or 70 *schepels* of oats.

The defendant admits the debt, but not other than in sewant or oats.

The honorable court orders the defendant to produce proof of the matter on the next court day.

Interrogatories whereupon [certain persons] are to be asked by the court whether they did not hear the scandalous blasphemies which Cornelis Teunissen Bosch uttered against the commissary and the magistrates.

Firstly, whether Cornelis Teunissen Bosch did not say that he would go into the woods and let everyone see it and that, with permission, he would defecate on the ordinances, and other foul and contemptuous words?

Rutger Jacobsen answers that he heard it, provided that Cornelis Teunissen Bosch said that if Philip Pietersen and Pieter Hartgers, who were caught, were not punished first, that he wiped his ass on the ordinance.

And Jacob Schermerhoorn answers as above.

[154] Secondly, whether he did not say that the magistrates were a lot of perjurers and that he didn't give a shit for the magistrates?

Answers to this that he heard Cornelis Teunissen Bosch say, also on the condition above stated, "I don't give a damn for the magistrates and shall go into the woods to prove it, and they are a lot of perjurers if they do not punish the others."

As to the first article, Gerrit Slechtenhorst answers that he heard something or other, but did not pay attention to the exact words.

As to the second article, Gerrit Slechtenhorst answers that he heard Cornelis Teunissen Bosch say that they should first punish the others who were already caught.

The court having asked Gerrit Slechtenhorst whether he did not see Cobus *Looper* and Leendert *de Snijder's* servant come out of the woods with Indians having beavers with them, he says that he saw them coming down the hill or above his house, out of the woods, having Indians with them.

Aernout Cornelissen and Hans Hendericksz answer the same, namely,

that they saw the same persons coming down the hill, having Indians with beavers with them.

[155] The honorable officer Johannes La Montagne, plaintiff, against Cornelis Teunissen Bosch, defendant.

The plaintiff says and complains that the defendant defamed the honorable court.

The defendant says that he is not guilty.

The honorable court orders that copies shall be delivered to the parties, to make answer thereto on the next court day.

Idem plaintiff, against Pieter Erasmus, defendant.

The plaintiff says and complains that Pieter Erasmus, contrary to the ordinance, has been in the woods and came down the hill with Indians.

The defendant denies it and says that he has not been there.

The plaintiff demands that the defendant shall under oath purge himself of the charge, namely, that he persuaded the Indians to go to his master's [house].

The honorable court orders the defendant to think the matter over until the next court day.

Idem plaintiff, against Philip Pietersen, defendant.

The plaintiff requests judgment against the defendant, who, contrary to the ordinance, sent Indians into the woods and gave them presents. [156] Therefore, that Philip Pietersen shall purge himself under oath, or else be fined according to the ordinance.

The defendant refuses to take the oath and says that he is not guilty thereof.

The honorable court orders the parties to think the matter over until the next court day.

Idem plaintiff, against Pieter Hartgers, defendant.

The plaintiff says that Pieter Hartgers, according to his own confession, contrary to the ordinance, has sent Indian brokers into the woods. He requests therefore that the defendant be fined according to the ordinance.

The defendant admits that he sent Indians into the woods and that he was permitted to do so, because the ordinance according to his opinion should have been repealed in the same way as last year.

The honorable court will take the matter under advisement.

[157] Ordinary Session Held in Fort Orange
July 15, 1659

Present:

La Montagne
Pieter Hartgers
Francoys Boon
Anderies Herbetsen
Sander Leendersen
Dirck Janssen Croon
Jan Verbeeck

Lidia van Dijck, plaintiff, against Jan van Eckelen, defendant.

The plaintiff demands of the defendant 32½ beavers and produces a promissory note.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff 32½ beavers demanded within the space of 14 days, on pain of attachment.

Pieter Gillissen, plaintiff, against Arent Janssen *Timmerman*, defendant.

The plaintiff demands of the defendant 9½ beavers for nails bought by him.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the sum demanded within the space of 14 days.

Mr. van Vleck, plaintiff, against Anderies Herbetsen, defendant.

The plaintiff claims damages for the loss of a hogshead of vinegar, which the defendant's servant carted from the yacht [158] and which in unloading the cart fell to pieces, and asks 10 beavers for it.

The defendant says that the plaintiff ought to have secured another man, as it was not a one-man job.

The parties on both sides having been heard, the matter is referred to referees to be chosen by them respectively.

Henderick Marcelus, plaintiff, against Evert Nolden, defendant.

The plaintiff demands of the defendant f18 for wages as watchman and claims that, inasmuch as he was engaged by the year, he is entitled to the full amount.

The court orders that the plaintiff shall receive no more than he has earned.

Jan Barentsen, plaintiff, against Adriaen Sijmonsens, defendant.

The plaintiff demands of the defendant 15 beavers, which the defendant took with him to Holland to deliver to the plaintiff's wife, but which she has not received.

The defendant says that the beavers were confiscated among his own beavers and produces a certificate of the honorable *fiscal* for a parcel of 12 beavers.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the 12 beavers and to claim restitution from the honorable company or the *fiscal*. As to the remaining three beavers, the plaintiff is to show evidence that they were there.

[159] *Juffrouw* Ebbingshs, plaintiff, against Jacob Tijssen, defendant.

The plaintiff demands of the defendant payment of 4 beavers, being the amount still due on a judgment given last year.

The honorable court refers to the previous judgment and orders the amount to be paid in eight days.

Jan Bastiaensen, plaintiff, against Pieter Bronck, defendant.

The plaintiff demands of the defendant payment of 36 beavers, for which he produces a promissory note.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the sum of 36 beavers in the space of 15 days.

Daniel Rinckhout, plaintiff, against Pieter Jacobsen Bosboom, defendant.

The plaintiff demands of the defendant the sum of about *f*150 in sawant for bread delivered.

The defendant says that his partner is at the Manhatans and that the papers are in his custody. He requests a delay of three weeks to go over the accounts.

The honorable court orders: *fiat*.

Evert Pels, plaintiff, against Jan Martensen, defendant.

The plaintiff demands of the defendant 20 beavers by balance of accounts, arising from the purchase of 5 *aams* of brandy.

[160] The defendant denies having received 5 *aams*, but admits having received 4, for which 5 beavers are still due to the plaintiff.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the 5 beavers which he acknowledges being due. As to the remaining 15 beavers claimed by the plaintiff, the plaintiff is to swear to his book, and if he refuses, the defendant is to do the same on the next court day.

Sijmon Janssen, plaintiff, against Jan van Eeckelen, defendant.

The plaintiff says that the defendant has in his custody some silverware* belonging to Christoffel Davids. The plaintiff, therefore, requests that he may have part of this as security, as he has a promissory note from the aforesaid Christoffel Davids.

The defendant says that the aforesaid silverware was given to him by Christoffel Davids as security for a debt, so that he has a prior claim to it.

The honorable court orders that the defendant shall prove that the aforesaid silverware was given to him as security for a debt.

Gabriel de Haes, plaintiff, against the wife of Jan Martensen, defendant.

The plaintiff demands of the defendant payment of 8 beavers.

The defendant admits the debt and promises to pay the aforesaid 8 beavers within the space of 6 days.

The honorable court orders: *fiat*.

[161] Pieter Bronck, plaintiff, against Philip Hendericksen, defendant.

The plaintiff demands of the defendant payment of 73½ beavers.

The defendant denies that he owes so much and requests first a liquidation of accounts.

The honorable court refers the matter to referees.

Daniel Verveelen, plaintiff, against
2d default. Jacob Adriaensen, defendant.

Johannes Withart, plaintiff, against
1st default. Pieter Loockermans, defendant.

Juffrouw Ebbingsh, plaintiff, against
1st default. Poulus Martensen, defendant.

Sijmon Janssen Turck, plaintiff, against
1st default. Johan Labitie, defendant.

* *silverwerck*: literally "silverwork," which could mean place settings for a table or anything made of silver.

Jan Martensen, plaintiff, against
2d default. Jan Eerraerts, defendant.

Idem plaintiff, against
1st default. Jan Michielsens, defendant.

Idem plaintiff, against
2d default. Mary Stevensen, defendant.

Jan Harmsen, plaintiff, against
1st default. Harmen Bastiaensen, defendant.

Albert *de Rademaecker*, plaintiff, against
1st default. Willem Brouwer, defendant.

Jan van Eeckelen, plaintiff, against
1st default. Willem Brouwer, defendant.

[162] Extraordinary Session Held in Fort Orange
July 22, 1659

Cornelis Teunissen Bosch, plaintiff, against Gabriel de Haes, defendant.

The plaintiff says that he contracted with the defendant about the purchase of 4 pieces of duffel, of which, the plaintiff says, one piece of red duffel is not merchantable.

The defendant says that the plaintiff definitely bought the aforesaid duffels and saw the same several times, and that the defendant has already received 40 beavers for them on account, which shows that it was an absolute sale.

The honorable court, having heard the parties on both sides, orders that according to the plaintiff's admission the purchase is valid and that he is to receive the pieces of duffel by the yard, according to their contract, and in case there is some defect in the duffels because of rotting or otherwise, that the defendant is to make good the damage according to the decision of two arbitrators to be chosen by them respectively, and the defendant is released from the costs of the suit.

[163] Extraordinary Session held in Fort Orange
July 25, 1659

Mr. Poulus Schrick, plaintiff, against *Jan van Eeckelen*, defendant.

The plaintiff demands payment by the defendant of *f*281:4 in beavers, being the balance due on a note for damages, with the interest thereon.

The defendant admits the debt, but says that he wishes to pay in planks, or else requests the plaintiff to have a little patience, and so as not to put the defendant to any expense, promises to pay at the first opportunity.

The honorable court, having heard the parties on both sides, condemns the defendant to pay the sum demanded to the plaintiff in the space of thrice 24 hours, on pain of attachment, with costs.

The 4th of August there appeared in Fort Orange before the commissary and magistrates Major General Willem Hauthoorn and Captain Jan Pinchon,* who declared that they had come here from Herfort† to establish friendly relations and correspondence with us and at the same time to supply the place with cattle and that in order to facilitate this they had found a suitable place for a village, 5 Dutch miles from the North River, east of the Wappingers' Kill, which place they intended to take possession of in case it was not within our limits and if we should allow them to have access to the North River by the said kill.

To which proposition we replied, after we had thanked them for their offer of friendship, that we had here nothing more than a subordinate court, under the director general and council of New Netherland, and therefore had no authority to give them any concession or permission, which had to come from the director general and council; to which they assented.

[164] Extraordinary Session Held in Fort Orange
August 8, 1659

Pieter Jacobsen, plaintiff, against *Willem Brouwer*, defendant.

The plaintiff demands of the defendant payment of *f*535:11 in

* John Pynchon was a fur trader in Springfield, Massachusetts, and Major William Hathorne was a merchant from Salem, Massachusetts. Their ploy to provide cattle to New Netherland was an attempt to establish a fur-trading post in the Hudson Valley to compensate for the dwindling supply of furs in New England. Neither this attempt nor a later one in 1662 succeeded. This entry was squeezed in at the bottom of the page after the July 25 session.

† Hartford, Connecticut

beavers and produces a promissory note or note of hand signed by the defendant in the plaintiff's book.

The honorable court, having heard the parties on both sides and examined the promissory note, orders the defendant to pay the plaintiff the sum of *f*535:11 demanded in beavers within the space of eight days, with costs, on pain of attachment.

[165] Instructions issued by the honorable commissary and magistrates of Fort Orange and the village of Beverwijck for the rattle watch, appointed at the request of the burghers to relieve them of night-watch duty; to the rattle watch of which place Lambert van Valckenborgh and Pieter Winnen were appointed the 6th of July of this year 1659, on condition that they together are to receive for the term of one year one thousand one hundred guilders in sewant and one hundred guilders in beavers.

Firstly, the said rattle watch shall be obligated to appear at the burghers' guardhouse after the ringing of the nine o'clock bell and together at ten o'clock shall begin making their rounds, giving notice of their presence in all the streets of the village of Beverwijck by sounding their rattle and calling out every hour of the night until 4 o'clock in the morning.

Secondly, they shall pay special attention to fire and, upon the first sign of smoke, extraordinary light, or otherwise, warn the people by knocking at their houses. And if they see any likelihood of fire, they shall give warning by rattling and calling out and run to the church (of which they are to have a key) and ring the bell.

[166] Thirdly, in case they find any thieves breaking into any houses or gardens, they shall to the best of their ability try to prevent it, arrest the thieves, and bring them into the fort. And in case they are not strong enough to do so, they are to call the burghers of the vicinity to their aid, who are duty bound to lend a helping hand, as this concerns the common welfare.

Fourthly, in case of opposition, they are hereby authorized to offer resistance, the honorable commissary and magistrates declaring that they release them from all liability for any accident which may happen or result from such resistance if offered in the rightful performance of their official duties, according to the statutes of the city of Amsterdam, folio 162.

Which instructions the aforesaid rattle watch shall swear to observe. *Actum* in Fort Orange, the 3d of September 1659.

[168] *Ordinary Session Held in Fort Orange
September 9, 1659

Evert Pels, plaintiff, against Jan Martensen, defendant.

The plaintiff demands from the defendant 20 beavers by balance of accounts arising from the purchase of 5 *aams* of brandy, in regard to which judgment was put off on the last court day, being the 15th of July, until the next court day. Whereas the defendant denies having received 5 *aams* of brandy, but admits that he received 4 *aams*, it is requested that the case be put over to the next court day, to be decided by the oath of the parties, the plaintiff to have the preference and upon his refusal [to take the oath], the privilege of taking the oath to be extended to the defendant.

Jan Roeloffsen, plaintiff, against Pieter Lookermans, defendant.

The plaintiff demands from the defendant 3 beavers.

The defendant admits the debt. He is condemned to pay in cash.

Carel Janssen, plaintiff, against Jaques Tijssen, defendant.

The plaintiff demands from the defendant two beavers.

The defendant admits the debt.

The parties having been heard, the defendant is ordered to pay the two beavers to the plaintiff in the space of six weeks.

[169] Henderick Gerritsen, plaintiff, against
Default. Jan van Hoesem, defendant.

Foppe Barentsen, plaintiff, against Henderick Gerritsen, defendant.

The plaintiff demands of the defendant payment of 11 beavers for wages.

The defendant presents a counterclaim.

The honorable court, having heard the parties on both sides, order them to go over their accounts with each other and about the difference to appear on the next court day.

Jan Albertsen, plaintiff, against Zacharias Sickels, defendant.

The plaintiff says and complains that the defendant called him a thief and demands reparation of character.

The defendant admits having said so and says that he heard it from Jacob Tijssen in the presence of Jan Pietersen.

[170] Extraordinary Session held in Fort Orange
by Both Courts To Hear the Propositions Made
by the *Maquas*, this 6th of September 1659*

Present:

La Montagne
The *Heer* Jeremias van Renselaer
Arent van Curler
Francoys Boon
Dirck Janssen Croon
Anderies Herbertsen
Sander Leendersen
Jan Verbeeck
in addition to all the former magistrates

1. They say they have taken the path to treat with one another in friendship and thereupon give a string of sewant.
2. They say that it is displeasing to them and other Indians that their nation drinks so much brandy. They give thereupon two beavers.
3. They say, "We have been here before and made a covenant. The Dutch say we are brothers and that we are joined together with chains, but that lasts only as long as we have beavers. After that we are no longer thought of. However, much will depend upon it when we have need of one another." They thereupon give two beavers.
4. They say, "The covenant that was made in this country, who can break it? Let us always maintain this covenant which was made of one accord." They give thereupon two beavers.

[171] 5. They say, "We have to anticipate our enemies, the French; and if we drink ourselves drunk, we cannot fight." They request therefore that we sell no brandy to them and bung up the casks. They give thereupon two beavers.

6. They say, "When we leave now, we shall just take some brandy with us, and then no more after this time. We shall burn all the kegs, and although we now propose this, it will still not stop it. But if the Indians

* The court of Rensselaerswijck is represented by Jeremias van Rensselaer and Arent van Curler. Note that this and the following sessions were recorded after the September 9 session.

come into the country with brandy, we shall come and tell the Dutch authorities who sold it to them." They give thereupon a string of sewant.

7. They say, the Dutch must cease their viciousness and not beat them as they have done in the past. They give thereupon one beaver.

8. They request that the smiths, when they have no money, shall nevertheless repair their possessions, regardless of whether they have much or little sewant. They give thereupon one beaver and a string of sewant.

9. They request that the gunstock makers shall finish their gunstocks at the first opportunity and shall not keep them waiting long and make them run after them. They give thereupon one beaver and a string of sewant.

[172] 10. They say, "When we come from the country, even if the guns are repaired, we have no powder. You must therefore give us some powder; and if the enemy should come, you will not care to help us. You people are too much afraid; however, let us have just 50 or 60 [men]* for assistance." They give thereupon two beavers.

11. He says that he has two sons taken prisoners by the French and held a long time. They trust that they will yet be released and request that the Dutch will then bring them back and that they would do the same for us. They give thereupon two beavers.

12. They say, "Look at the French and see what they do for their Indians when they need them. Do the same for us and help us repair our castles." They give thereupon a coat of beaver skins.

13. They say and request that we go there with 30 men and horses to cut and draw wood for their castles to repair them, for they are too lazy to work, and that the Dutch would haul the wood sleds into the country. They give thereupon a beaver coat and one beaver.

[173] 14. They say that when any one of their people dies and one of the Dutch is her mate, he ought to give to the relatives of the deceased one or two suits of cloth. They give thereupon one beaver.

15. They say finally, "You need not present us with anything in return." They thereupon give one beaver.

* *laat ons maar 50 a 60 helpen*; it is unclear whether the reference is to pounds of gunpowder or men. However the use of the verb *helpen* in the preceding line and its repetition in this line points more to "men" as the unstated request.

Session Held in Fort Orange on the 8th of September 1659
To Consider the Propositions Made by the *Maquas*
on the 6th of the Same Month

Present:

La Montagne
Jeremias van Rencelaer
Arent van Curler
Francoys Boon
Dirck Janssen Kroon
Anderies Herbetsen
Jan Verbeeck
Sander Leendersen
and all the former magistrates

1. It is jointly resolved and decided that this provisional answer shall be given to the *Maquas*, namely: That there is no doubt of the brotherly union which many years ago was concluded between the Dutch and the *Maquas* and that this shall always be maintained and held securely together by a chain.

[174] 2. We are daily expecting the *Heer Stuyvesant* and shall then speak to you of everything and shall let you know of his arrival, or some of the Dutch sachems will go into the country.

Whereupon, 50 guilders in sewant were given to the *Maquas*.

Extraordinary Session Held in Fort Orange by Both Courts
of the Said Place, September 16, 1659

Present:

La Montagne
Jeremias van Rensselaer
Arent van Curler
Francoys Boon
Dirrick Janssen Croon
Anderies Herbetsen
Sander Leendersen
Jan Verbeeck

Whereas their honors met together on the 6th of this month to listen to the propositions which the chiefs of the *Maquas* had to make and, having heard them, gave a provisional answer to the said *Maquas* on the 8th of the same month, to the effect that upon the arrival of the honorable general here [175] a definite answer would be given to the said propositions, and whereas to their sorrow they hear that the honorable general on account of his illness and indisposition cannot come;

Therefore, their honors have for the peace and well-being of this country decided to delegate some of their members to enter into a further covenant with the same *Maquas*, to thank them for their old and continued friendship shown to our nation and further to give them a fair and proper answer to their propositions and at the same time to offer them a present of *f[blank]* in sewant, 75 pounds of powder, 100 pounds of lead, 15 axes and two beavers' worth of knives. For which purpose the *Heer* Jeremias van Rencelaer, Francoys Boon, Dirick Janssen Croon, Anderies Herbetsen, the *Heer* Arent van Curler, Adriaen Gerritsen, Jan Tomassen, Volckert Janssen, Philip Pietersen, and Johannes Provoost voluntarily offered themselves to go as delegates.

[176] Propositions Made in the First Castle of the *Maquas*
Called Kaghnuwage* in the Presence of All the Chiefs of the
Three Castles, on the 24th of September Anno 1659,
in the *Maquas's* Land

Present:

Jeremias van Rencelaer
Arent van Curler
Francoys Boon
Dirrick Janssen Croon
Anderies Herbetsen
Philip Pietersen Schuyler
Jan Tomassen
Volckert Janssen
together with others, to the number of 17

1. Brothers, we have come here only to renew our old friendship and brotherhood and you must tell it to your children; our children will always be able to know and remember it through the writings which we

* This is probably the village now called the Freeman site, located approximately four miles west of Fultonville, NY.

leave behind us; we die but they remain forever. From them they will always be able to see how we have lived in friendship with our brothers. Brothers, we have not been able to bring with us any cloth, for we could not get men to carry it. But friendship cannot be bought with goods; our heart has always been good and is still so, and if that is no good, one cannot buy friendship, even if this whole land were full of goods and beavers. We give thereupon three bunches of sewant.

2. Brothers, it is now sixteen years ago that we made our first treaty of friendship and brotherhood between you and all the Dutch,* [177] which we then joined together with an iron chain and which until now has not been broken either by us or our brothers and we have no fear that it will be broken by either side, so that we shall not speak of that anymore, but shall all be and remain as if we had lain under one heart. We give you now as a token of gratitude that we are brothers two bunches of sewant.

3. Brothers, it is now 18 days ago that you were with us and made your propositions to the Dutch, your brothers. We could not give you then any answer as we were expecting the *Heer* Stuyvesant. We therefore promised you that we should let you know when the *Heer* Stuyvesant had arrived, but as he has fallen very sick, he cannot come for the present. We therefore tell you now, brothers, that what we shall say, we say in the name of the *Heer* Stuyvesant and all the other chiefs and the Dutch and their children. We give the brothers as a present and to assure them that we do not lie two bunches of sewant.

[178] 4. Brothers, we now state once and for all for ourselves and in the name of all the Dutch who are now in or who may yet come into the country and of all their children (for we cannot come here every day, as the roads are so bad to travel over) that henceforth you will have no occasion to doubt that we shall be and remain brothers; and if there should be any nation or Indians, whoever they might be, who should try to stir you up, you are not to accept the statement or believe it, but you will tell them that they lie, and we shall say the same if they say that of you, brothers, and not believe any prattlers. We do not wish to go to war and shall not leave our brothers in want of that with which we can help you, but we cannot compel our smiths or gunstock makers to repair the guns of our brothers without receiving pay for it, as they must earn a

* This is the earliest reference to such a treaty; however, no such treaty for 1643 survives. It is also possible that the reference was intended for the 1645 treaty negotiations with the Mohawk at Fort Orange. At this conference Willem Kieft enlisted the Mohawk to mediate a peace in the war with the Indians in the Manhattan region.

living for their wives and children, who would otherwise perish from hunger, and they would depart from our country if they received no sewant for their work, and then we and our brothers would be sorely in need of them. We give you hereupon as a present two bunches of sewant.

5. Brothers, it is now 18 days ago that you requested us not to sell [179] any brandy to your people and to bung our casks. Brothers, do not allow your people to come to us for brandy and it will not be sold to them, for within two days ago we encountered from 20 to 30 kegs on the road, all going to fetch brandy. Our leaders are very angry that the Dutch sell brandy to your people and always forbid it to our people. Now forbid it to your people also, and if you desire us to take away from your people the brandy and the kegs, then say so now before all these people, but if we do so, the brothers must not be angry. We give hereupon two bunches of sewant.

6. Brothers, we give you now this powder and lead. You must take good care of it so that it can be used in case any enemy Indians should attack you; then you can distribute it among the young men. And we gave them 75 pounds of powder and 100 pounds of lead.

7. Brothers, we see that you are very busy cutting wood to build your fort. The brothers have asked us for horses to haul it out. That is not feasible for horses because the hills here are so high and steep, and the Dutch cannot carry it out as they become sick merely from marching to this place, as you may see by looking at our people; how, then, could they in addition carry palisades? But as [180] the brothers sometimes break their axes in cutting wood, we give the brothers these axes. We gave them 15 axes.

8. Brothers, as some of your people as well as the Mahican and also the *Sinnekus*, sometimes kill the horses, cows, hogs and goats of our people, we request you, brothers, to forbid your people doing it. We give you hereupon two beavers' worth of knives.

All the foregoing propositions having been made, they were gratefully accepted by the chiefs and all the bystanders, [including the proposal] that the brandy kegs should be taken away from them.

As soon as we had made our propositions, a letter was handed to us by the Negro of the *Heer* La Montagne, whom his honor had expressly dispatched to us. From this letter we learned that some outrages and hostile actions had taken place between our people and the Esopus

Indians. * We immediately communicated the news to the chiefs and the bystanders, who listened to it in great astonishment and said in reply that we had done very well in making it known so frankly and that they were very glad of it, and for this reason, if the Esopus or other river Indians should come to them with presents and ask them for assistance [181] to fight with them against our people, they would kick them with the foot and say to them, “You beasts, you hogs, go away from here; we want to have nothing to do with you.”

After having done all this, we asked the *Maquas* to release the eight French prisoners and to take them back to their country. They gave us for answer that they must first deliberate about it with all their castles; that done, they would inform us by two or three of their chiefs. They complain bitterly about the French because the French do not keep the peace made with them; for whenever they are out hunting, they are attacked by the French Indians, among whom are always concealed parties of Frenchmen, who meanwhile beat them.

We were further informed by a French prisoner that the wreck of a small vessel had been found on the island near the mouth of Canada, † namely, by a sloop with six or eight men who were rowing there, and the French said and maintained that it was the bark of Jan Peree.

This for information.

We received also a package with letters, which was brought by a *Maquas* of the third castle ‡ from the Troij Rievieres. § It was directed to *Mr. Jacob de Hinson*, ** [182] and as he was personally present, we opened the package and found therein three or four letters to a captain of a bark who appeared to have sailed from Canada to the Manhatans, and also a letter to the honorable general, which by unanimous decision was opened by us to see whether it might be of use to us on this occasion, as it was a letter from the Jesuit, Sijmon La Moyne. We hope that the honorable general will not take it ill of us, as we did it for the public service and the best of the community.

* Numerous confrontations between settlers and Indians eventually led to the first Esopus war, which was declared toward the end of September 1659 and was not concluded until July 15, 1660.

† This is probably Anticosti Island at the mouth of the St. Lawrence River.

‡ The third castle was located near Canajoharie, NY.

§ Trois Rivières in Canada

** Jacob de Hinse, a surgeon at Beverwijck

The honorable commissary and magistrates of Fort Orange and the village of Beverwijck, having received several complaints about the insolent treatment of the Indians in beating them and throwing things at them, which tends to dangerous consequences, in order to provide therein and to prevent any accidents in these dangerous times, have forbidden, as they expressly do forbid hereby, all residents of this jurisdiction to molest any Indian of whatever nation he may be, on pain of arbitrary correction. Thus done at the session of the honorable court of Fort Orange and the village of Beverwijck, held in Fort Orange on the 27th of September, 1659.

[183] Ordinary Session Held in Fort Orange
October 6, 1659

Present:

La Montagne
Francoys Boon
Anderies Herbertsen
Sander Leendersen
Jan Verbeeck

Gerrit Swart, attorney for Johannes Dareth, plaintiff, against Reynier Wisselpenningh, defendant.

The plaintiff demands of the defendant payment of 29 beavers.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, condemns the defendant to pay the plaintiff the 29 beavers demanded within the space of six weeks, on pain of attachment.

Jacob Tijssen van der Heyden, plaintiff, against Jan Albertsen, defendant.

The plaintiff complains that the defendant has been guilty of great insolence at his house and offers to prove it, as he does, by seven witnesses.

The defendant also complains that the plaintiff called him a thief and requests that the case may be put over until the next court day, so that he may submit his evidence.

The honorable court orders: *fiat*.

Baltus Jacobsen, plaintiff, against
Default. Jan van Hoesem, defendant.

The wife of Evert Pels,* plaintiff, against the wife of Jan Martensen, defendant.

The plaintiff demands of the defendant payment of 20 whole beavers, due by balance of [184] account for 5 *aams* of brandy, as may be seen from the minutes of the preceding court day, being the 9th of September, when the parties for the second time were given time to confirm their testimony upon oath. Now, upon the oath of the plaintiff, the defendant is condemned to pay the plaintiff the 20 beavers demanded within the space of six weeks, on pain of attachment.

Adriaen Gerritsen, plaintiff, against Cornelis Teunissen Bosch, defendant.

The plaintiff demands of the defendant payment of 33 guilders, 16 stivers in beavers, arising from disputed accounts between Joost Teunissen and the defendant, which amount was due to Joost Teunissen by balance of accounts and was assigned by him to the deacons for the benefit of the poor.

The defendant denies the debt. He admits that he owes 33 guilders, 16 stivers in sewant, but says that he wishes to dispose thereof as he sees fit.

[185] Copy

I, the underwritten, Jan Eerraerts, hereby acknowledge that I have nothing to say against the person of Jan Martensen and his wife that is bad or dishonorable, and that I am sorry for what I have said heretofore, as this was said in drunkenness, so that we forgive one another. In witness of the truth this was signed with his own hand, on this 7th of October Anno 1659, in Fort Orange. Was signed: Johannes Eerraerts, in my presence, Ludovicus Cobus, court messenger.

Agrees with the original,

To my knowledge,
Johannes Provoost, clerk

The honorable court having received a letter from the honorable general, whereby the honorable commissary is summoned to meet the honorable general near the Esopus, the honorable magistrates have resolved to depute the honorable Francoys Boon to sail with him to the Esopus and

* Brechtje Elswaerts

to communicate to the honorable general what is needed at this place. *Actum* in Fort Orange, October 7, 1659.

[186] Whereas Cornelis Teunissen Bosch on the 8th of July of this year dared to defame the honorable magistrates of this court, which said magistrates represent the supreme authorities, and this by such words that out of respect due to the court we dare not write them down, as appears from the testimony of three credible witnesses and his own confession; therefore, I, Johannes La Montagne, plaintiff, in my capacity as officer, demand that the aforesaid Cornelis Teunissen Bosch, as a defamer of his superior authorities and [contemner of] their ordinances, shall be condemned to pay a fine of twelve hundred guilders and in addition shall be banished from this jurisdiction for the period of twelve consecutive years, as an example to others. *Actum* in Fort Orange, the 28th of October 1659.

In reply to which demand of the officer, Cornelis Teunissen Bosch said that he did not propose to plead his case before the magistrates of this place and rejected their authority, appealing to the honorable director general and council.

[187] Extraordinary Session Held in Fort Orange
October 14, 1659

The honorable magistrates, plaintiffs, against Jan Roeloffsen, defendant.

The honorable plaintiffs produce testimony of two credible witnesses, to wit, Volckert Janssen and Matteuwes Janssen, that the defendant called the honorable plaintiffs "beasts" and said, "Yes, they are beasts!"

The defendant apologizes and says that he was drunk and knows nothing of it, saying that if it did happen, it had reference, not to the honorable plaintiffs, but to the magistrates of the colony,* who called them a rabble and a mob. He says also that Jacob Teunissen and Henderick Anderiessen were present.

Jan Roeloffsen

* the colony of Rensselaerswijck

[188] Extraordinary Session Held in Fort Orange, October 19,
1659, To Hear Some Propositions To Be Made by
Two Sachems of the *Maquas* Being Sent by
and Speaking in the Name of All of Them

Present:

La Montagne
Jeremias van Rencelaer
Francoys Boon
Anderies Herbetsen
Dirrick Janssen Croon
Sander Leendersen
Jan Verbeeck
Arent van Curler
Volckert Janssen

Firstly, they say that it is very bad that the Dutch abuse the Indians so much by calling all the nations “dogs” and “scoundrels,” and say immediately, “Yes, you are also an Esopus dog.” They give thereupon a string of sewant.

Secondly, they request that the Dutch shall do no harm to any *Maquas*, *Mahikanders*, or Katskil Indians, but live with them as brothers.

Thirdly, they say that they have consulted with their four castles about the fighting, which occurred between the Dutch and the Indians in the Esopus, and inquire whether we also intend to go to war against the Esopus Indians, or whether we intend to keep quiet here, for all their sachems leave the decision as to war to us and desire an answer. They give a string of sewant.

Fourthly, they say, “You say you are not at war and that you [189] do not wish to go to war against any Indians.” About which the Indians were very angry and [asked] why we said that, [saying], “For you and the Manhatans are one. Suppose the Esopus Indians came now or in the spring to kill the country people, what would you do then? You make no sense.” They demanded back the strings of sewant and dispatched a Mahican sachem to the Esopus to bring here the Christian prisoners and the Esopus sachems, directing the Indian messenger to give the three strings of sewant in the name of the *Maquas*, in order that the Esopus

Indians should do no harm to the Dutch up here and at Katskil and release the Christian prisoners, or else to proclaim war against them.

Ordinary Session Held in Fort Orange
October 28, 1659

Present:

La Montagne
Francoys Boon
Anderies Herbetsen
Sander Leendersen
Jan Verbeeck

Jan Albertsen, plaintiff, against Jacob Tijssen van der Heyden, defendant.

The plaintiff produces testimony of three credible witnesses, as he on the last court day was ordered by the court to present his evidence. They testify that after the wives of the parties had been fighting and were separated, the defendant's wife called the plaintiff's wife a thievish whore and a beast, and said, "How does your head feel? Come here and I'll give you some more."

[190] The defendant produces counterevidence of seven witnesses to the effect that the plaintiff demanded that the defendant should come outside the door while he had a knife and a piece of food in his hand, and that he called the defendant a scoundrel.

The honorable court, having heard the parties on both sides and considered the case, decide that the scolding of one woman balances that of the other and that there is no cause of action, provided that each of them shall pay one pound Flemish for the benefit of the poor. As to the plaintiff, who without cause is alleged to have challenged the defendant standing in his own doorway and to have called him a scoundrel, which he cannot prove, he is condemned to pay a fine of 25 guilders for the benefit of the officer.

Tomas Cooninck, plaintiff, against Solder Pietersen, defendant.

The plaintiff demands of the defendant payment of *f*9:10:–.

The defendant admits the debt.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the sum of *f*9:10 demanded within the space of three weeks, with the costs of the suit.

[191] Baltus Jacobsen, plaintiff, against Jan van Hoesem, defendant.

The plaintiff says that he bought a cow of the defendant, for which the defendant took in part payment a half piece of cloth. Owing to the plaintiff's long delay in paying the rest of the amount, the defendant took back the cow, but kept the cloth. The plaintiff, therefore demands restitution of the cloth.

The defendant says that the plaintiff should have paid the rest of the amount precisely when due and that he had the cow all summer. He therefore claims payment for the milk which the cow gave during the summer.

The honorable court refers the parties to referees to appraise the milk which the cow has given during the summer, for which the plaintiff is to pay.

Hans Coenraetsen, plaintiff, against Jan van Eeckelen, defendant.

The plaintiff says that he and the defendant were in partnership together and that on the dissolution of the partnership they made a contract with each other. The plaintiff now demands the fulfillment of the contract, the term of which has expired.

The defendant acknowledges the expiration of the term of the contract and offers by way of assignment to pay 63 *schepels* of wheat.

Ordered: *fiat*, according to the contract.

[192] Evert Nolden, plaintiff, against Femmetien *de Baxter*, defendant.

The plaintiff demands of the defendant payment of f100 for the extension table and the cover over it,* which the plaintiff had had made for his convenience during the term of his lease and for which according to appraisal by referees so much was to be paid.

The defendant says that it happened through an oversight of the referees that in selling the defendant's house they did not omit the table.

The honorable court orders the defendant to pay to the plaintiff the sum demanded according to the award of the arbitrators.

Whereas Cornelis Teunissen Bosch on the 8th of July of this year dared to defame the honorable magistrates of this court, which said magistrates represent the supreme authorities, and this by such words that out of respect due to the court we dare not write them down, as appears from the testimony of three credible witnesses and his own confession; therefore, I, Johannes La Montagne, plaintiff, in my capacity as officer, demand that the aforesaid Cornelis Teunissen Bosch, as a [193] defamer

* *de schuyftaeffel ende het dack daer over*

of his superior authorities and [contemner of] their ordinances, shall be condemned to pay a fine of twelve hundred guilders and in addition shall be banished from this jurisdiction for the period of twelve years, as an example to others. *Actum* in Fort Orange, the 28th of October 1659.

Albert Gijsbertsen, plaintiff, against Lambert van Valckenborgh, defendant.

Case bound over until the next court day, when the parties are to produce their evidence.

The 4th of November the honorable commissary and the honorable current and former magistrates met at the house of Dirck Janssen Croon to plan a much-needed defense of this village of Beverwijck against attacks by the Indians in these dangerous times and to have this defense built as speedily as possible with the materials at hand. The aforesaid gentlemen, therefore, have resolved and decided to have the said defense made of posts and planks, to wit, eight boards high, with seven bastions to protect the curtains, [194] which [fence] shall surround the greater part of the village of Beverwijck, the length of its circumference being 250 rods, to which end *Sr.* Francoys Boon, Dirrick Janssen Croon, Captain Abraham Staets, and Adriaen Gerritsen are appointed as overseers of the aforesaid work, who immediately summoned Carsten *de Noorman* and Harmen Bastiaen, wood cutters, to furnish as many posts as are needed for the said work and contracted with them for the sum of [blank]. *Actum ut supra.*

By order of the honorable court,

Johannes Provoost, clerk

[195] Ordinary Session Held in Fort Orange
November 11, 1659

Present:

La Montagne
Francoys Boon
Anderies Herbetsen
Sander Leendersen
Jan Verbeeck

Baltus Jacobsen, plaintiff, against Jan van Hoesem, defendant.

The parties are referred to the previous order given on the preceding court day.

Pieter Jacobsen Bosboom, plaintiff, against Jan Tomassen, defendant.

The plaintiff demands from the defendant payment of *f*57 in beavers, for bricks delivered.

The defendant denies that he owes the aforesaid sum in beavers and claims that it is due in sewant.

The plaintiff replies that the defendant hauled the bricks from the brickyard while the plaintiff was away from home. He therefore thought that the defendant had taken the bricks on the same condition as heretofore, at one and one-half beavers the thousand, which price he has also charged to everyone else.

The honorable court orders the defendant to pay the plaintiff for each thousand bricks which he has received the sum of *f*15 in sewant.

The wife of Jan Rinckhout, plaintiff, against Jan van Hoesem and his wife, defendants.

The plaintiff says and complains that the [196] defendant has assaulted her in her house and beaten her severely, so that she was black and blue, as appears from the affidavits, which she produces.

The defendant says that the plaintiff called her all sorts of names, which induced her to beat her. She requests time until the next court day, in order to defend herself by counteraffidavits.

The honorable court orders: *fiat*.

The wife of Michiel Teunissen, plaintiff, against Claes van den Bergh, defendant.

The plaintiff demands of the defendant *f*8 in sewant for a shirt, which the defendant's wife sold to the plaintiff and which the defendant himself called for and took away, without giving back the money.

The honorable court orders the defendant to return the aforesaid *f*8 to the plaintiff.

Claes van den Bergh, plaintiff, against the wife of Jan Martensen,* defendant.

The plaintiff demands of the defendant the following goods, which his wife carried out of the house without her husband's knowledge:

| | |
|-----------------------------------|---------------|
| A testament with silver mountings | <i>f</i> 7:-- |
| A pair of stockings | 4:-- |
| 26 filigree silver buttons | 6:-- |

* Dirckie Harmensen

2 linen caps

$$\frac{2:-:-}{f19:-:-}$$

The honorable court orders the defendant to return the goods to the plaintiff, [197] provided that the plaintiff shall return to the defendant the money paid out.

Gommer Poulussen, plaintiff, against
Default Willem Martensen, defendant.

Pieter Jacobsen Bosboom, plaintiff, against
Default Jan Tomassen, defendant.

Extraordinary Session Held in Fort Orange
November 18, 1659

Present:

La Montagne
Jeremias van Rencelaer
Arent van Curler
Anderies Herbetsen
Sander Leendersen
Jan Verbeeck
Francoys Boon

The honorable members of both the courts* having met jointly to consider a letter from the honorable general to the court, dated the 12th of November, in which the honorable general writes about restraining the Esopus Indians, in regard to which we are still uncertain. And as to speaking with the Katskill and *Mahikanse* Indians, we have after due deliberation concluded that thus far this is not necessary, as we do not know whether the honorable general will be able to carry out his plan according to his letter, [198] for in case the honorable general should succeed in obtaining the terms demanded of the Indians according to his honor's letter, it would be deemed unnecessary that the Esopus Indians should from now on be shut out by the *Mahikanders* and Katskill Indians, but as soon as we are informed that any fighting is going on in the Esopus, we shall speak with the aforesaid Indians. *Actum ut supra.*

* Fort Orange and Beverwijck, and Rensselaerswijck

By order of both courts,
Johannes Provoost, clerk

[199] The honorable commissary and the honorable magistrates of Fort Orange and the village of Beverwijck, seeing the necessity for a defense of this place against an attack by the Indians in these dangerous times, have ordered the same to be made on the land side, which is progressing daily. But noticing that the said defense remains open on the water side and that the private gardens reach down to the said side, their honors have decided, as they decide hereby, that everyone shall set back the fence of his respective garden to the line already laid down, and make the said fence of posts and planks, from 7 to 8 feet high, to prevent access by the enemy from the river side, and this within the space of eight days, under penalty of *f*50. *Actum* in Fort Orange, this 24 November 1659.

[200] Ordinary Session Held in Fort Orange
November 25, 1659

Present:

La Montagne
Francoys Boon
Anderies Herbetsen
Sander Leendersn
Jan Verbeeck

Jan Anderiessen, plaintiff, against Jan Barentsen, defendant.

The plaintiff demands of the defendant payment of two beavers and *f*3 in sewant.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the sum demanded, to wit, two beavers and *f*3 in sewant in cash.

Jan Anderiessen and Pieter Jacobsen Bosboom, plaintiffs, against Jan Roeloffsen, defendant.

The plaintiffs demand of the defendant 17 beavers.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiffs the 17 beavers demanded in cash.

Pieter Jacobsen Bosboom, plaintiff, against Anderies Herbetsen, defendant.

The plaintiff demands of the defendant payment of the hire of his horse which the defendant rode to the *Maquas* in the public service.

The defendant acknowledges that he used the said horse but says and maintains that the commissary must pay the said hire, as the horse was used in the service of the company and for the welfare of the country.

The honorable court orders that inasmuch as the horse was used in the service of the company the commissary shall take charge of the matter and pay.

Pieter Adriaensen, plaintiff, against
2d default. Jan Gouw, defendant.

[201] Jan Eerraerts, plaintiff, against
1st default. Jan Gouw, defendant.

Jeurriaen Teunissen, plaintiff, against Daniel Rinckhout, defendant.

The plaintiff demands of the defendant payment of 71 guilders, 8 stivers.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the sum of *f*71:8 demanded within the space of six weeks.

Abraham Carpentier, plaintiff, against
Default. Hans Coenraets, defendant.

The honorable magistrates, plaintiffs, against

| | | |
|----------|--|-------------|
| Default. | $\left\{ \begin{array}{l} \text{Barent Albertsen} \\ \text{Henderick Roosenboom} \\ \text{Sijmon de Backer} \\ \text{Willem Bout,} \end{array} \right\}$ | defendants. |
|----------|--|-------------|

Evert *de Backer* is ordered to pay the promised *f*3 for the benefit of the rattle watch within the space of 24 hours, under penalty of forfeiting for every day one pound Flemish.

[202] At the request of Cornelis Wijnkoop, nephew of Gijsbert Philipsen, murdered by the Indians in the Esopus, whose estate in these troublous times has not yet been inventoried, the Honorable Dirrick *Smit*, commander in the Esopus, is hereby requested and authorized for the preservation of said estate to appoint two curators from among the most competent persons in the Esopus to take charge of the said estate, and after a proper inventory shall have been made to sell the property to the

best advantage and to deposit the proceeds with the court here, in order to pay therewith the creditors of the said Gijsbert Philipsen *pro rata* and turn over the surplus or the remainder to the heirs. *Actum* in Fort Orange, this 25th of November 1659.

[205]* Present:

La Montagne
Sander Leendersen
Anderies Herbertsen
Jan Verbeeck

The honorable commissary and the magistrates of Fort Orange and the village having met have unanimously resolved for the welfare of this place to appoint and authorize the honorable Francoys Boon, magistrate of this place, to receive and disburse all the moneys which this place is entitled to derive from the burgher and the slaughters' excise, provided that he shall be held to render a proper account thereof to the court. *Actum* in Fort Orange, the 2d of December Anno 1659.

By order of this honorable court,

Johannes Provoost, clerk.

[206] Ordinary Session Held in Fort Orange
December 9, 1659

Present:

La Montagne
Francoys Boon
Anderies Herbertsen
Sander Leendersen
Jan Verbeeck

Poulus Cornelissen, plaintiff, against Hans Carelsen, defendant.

The plaintiff says that he loaded 51 *schepels* of salt in the defendant's yacht at the Manhatans and that upon the unloading of the said salt he received only 21 *schepels* and that there are others who have a share in the said salt.

The defendant says that the crew transhipped the said salt from the

* Pages. 203 and 204 are blank.

ship into the yacht and measured it with a *ton*, taking up 3 *schepels* at a time, but that he himself was not present. He maintains that the shortage must be due to the way the salt was packed down by the measurer, for as the plaintiff came up the river with the said yacht, he cannot understand how the salt could have diminished in the yacht.

The honorable court orders the plaintiff to have the participants of the salt summoned to appear on the next court day, in order that they may be heard and justice be done.

Anderies Herbertsen, plaintiff, against the wife of Jan Martensen, defendant.

The plaintiff demands from the defendant 100 *schepels* of wheat and produces a promissory note.

The defendant admits the debt, but says that she cannot pay the wheat on account of the war in the Esopus and offers 30 *schepels* of wheat.

The honorable court orders the defendant to pay the wheat demanded to the plaintiff in the space of 14 days, according to the promissory note.

[207] Jan Albertsen, plaintiff, against Jacob Tijssen, defendant.

The plaintiff says and complains that the defendant called him a thief.

The defendant admits the charge and that he said it, but requests time until the next court day to produce his evidence.

The honorable court orders: *fiat*.

Jan Martensen, plaintiff, against Arent van den Bergh, defendant.

The plaintiff demands from the defendant payment of 9 beavers.

The defendant admits the debt.

The honorable court condemns the defendant to pay cash, or refers the parties to the previous judgment.

The wife of Henderick Anderiessen,* plaintiff, against the wife of Jan Martensen, defendant.

The plaintiff demands of the defendant payment of 14½ beavers.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the 14½ beavers demanded within the space of six weeks.

Pieter Adriaensen, plaintiff, against Jan Gauw, defendant.

The plaintiff claims compensation for damages suffered by him and still to be suffered this winter on account of [the defendant's failure to complete] the masonwork on his house, which the defendant agreed to

* Maritie Damens

do, and demands payment of *f*100 and 6 beavers in specie, which debt the defendant denies.

[208] The defendant promises to complete the work at the first opportunity whenever it will suit the plaintiff's convenience and in case of failure to put someone else in his place to carry on the work, and promises to make good the tiles which happen to blow off.

The honorable court orders: *fiat*, provided that the defendant shall be held to make good the tiles which should happen to blow off, suspending decision as to the compensation demanded until further proof.

Gommer Poulussen, plaintiff, against
Default. Willem Martensen, defendant.

Abraham Carpeyn, plaintiff, against
Default. Hans Coenraets, defendant.

Hans Coenraets, plaintiff, against
2nd default. Jan van Eeckelen, defendant.

Jan Mangelsen, appearing before the court, refuses to take the oath to give witness to the truth as to the dispute between Hans Hendericksz and Lambert van Neck.

Lambert van Neck being asked by the honorable court whether he did not see that Hans Hendericksen drew his knife on him and whether he did not ward him off with the tongs, answers, "No," and refuses to take the oath to confirm his statement.

[209] The honorable commissary and magistrates of Fort Orange and the village of Beverwijck, pursuant to the ordinance issued by the honorable director general and council of New Netherland and published here on the 6th of October 1656, * ordain, as they do hereby ordain, that henceforth no one shall be allowed to engage in any business of tapping before and until he shall have obtained a license from the officer, on condition of paying therefor one pound Flemish and of being bound to renew his license every three months, on pain of suspension from his business.

The honorable commissary and magistrates of Fort Orange and the village of Beverwijck, having heard diverse complaints from the burghers of this place against the practice of playing golf along the streets, which causes great damage to the windows of the houses and also exposes people to the danger of being injured, which is contrary to the freedom of the public streets; therefore, their honors, wishing to prevent

* See *LO*, 262, for the ordinance dated October 26.

the same, hereby forbid all persons to play golf in the streets, under penalty of forfeiture of *f*25 for each person who shall be found doing so.

Whereas daily experience shows that many burghers of this village of Beverwijck deposit and pile their firewood in the street, contrary to the freedom of said streets, which must always be kept free and unobstructed, whereby not only people are inconvenienced, but wagons, sleighs, and carts can scarcely make use of said streets, to the serious inconvenience of the public; therefore, the commissary and magistrates of Fort Orange and the village of Beverwijck, wishing to provide against such inconveniences, hereby ordain that none of the inhabitants of Beverwijck shall hereafter be allowed to let any firewood lie in the street for more than ten days, under penalty of confiscation of the said wood and of being, in addition thereto, subjected to a fine of *f*25.

Likewise, the honorable commissary and magistrates prohibit, as they do hereby most expressly prohibit, any of the burghers or inhabitants of the village of Beverwijck from shooting on New Year's day, on account of the great damage and disorder which such firing causes, under penalty of twenty-five [guilders] for each person who shall be found to have done so.

Thus done in Fort Orange, at the meeting of the honorable court of the said place, on the tenth of December 1659.

[210] The honorable officer, debit, for receipt of the following fines which have been imposed from primo January 1658 to ultimo December Anno 1659

1658

| | | |
|-----------|--|-----------------|
| Jan. 22 | Jan Teunissen, condemned to pay a fine of | <i>f</i> 500:-- |
| March 11 | Jan Anderiessen de Graeff and Pieter Jacobsen Bosboom, each condemned to pay a fine of <i>f</i> 125, amounting together to | 250:-- |
| 29 ditto | Dirrick Bensingh, condemned to pay a fine of | 150:-- |
| May 21 | Luycas Pietersen, fined <i>f</i> 60 | 60:-- |
| July 16 | Poulus Janssen, condemned to pay a fine of | 500:-- |
| August 13 | Dirrick Carstensen, condemned to pay a fine of | 50:-- |

1659

| | | |
|--------|--|----------------------|
| May 26 | Steven Janssen, condemned to pay a fine of | <u>300:--</u> |
| | | <i>f</i> 1,800:10:-- |

Of the above listed fines the officer received as follows:

Jan Teunissen paid *f*195:--

| | |
|---|---------------|
| Jan Anderiessen and Pieter Jacobsen Bosboom | |
| paid in bricks | 250:-- |
| Dirrick Bensingh paid in wages for carting | 150:-- |
| Dirrick Carstensen | 50:-- |
| Steven Janssen paid | <u>189:--</u> |
| | f834:-- |

[211] The honorable officer, credit, for one-half of the fines received as shown on the opposite page, according to the order of the director general and council of New Netherland,* amounting to f417:--

And this day, the 2d of December Anno 1659, paid the said sum of four hundred seventeen guilders to the honorable magistrates, by order on Adriaen Janssen van Leyden, farmer of the tapsters' excise.

Francoys Boon
 Andries Herberts
 Sandr Lensen
 Jan Verbeeck†

* This order appears in *LO*, 479 (October 1, 1673); although it carries a date later than the present citation, it reflects an earlier order, which no longer survives.

† This concludes the second volume of court minutes held by the Albany County Hall of Records.

[133] In the name of the Lord. Amen*

Continuation of the court proceedings of the court of justice of Fort Orange, the village of Beverwijck and the dependencies thereof, established *in loco*, the 10th of April 1652, by the right honorable director general and council of New Netherland.

Ordinary Session Held in Fort Orange
the 13th of January, 1660

Present:

La Montagne
Francois Boon
Anderies Herpertsen
Alexander Leendersen
Jan Verbeeck

Cornelis Breuckelen, plaintiff, against
1st default. Teunis Cornelissen, defendant.

Arent Hendricksen, plaintiff, against
1st default. Poulus Cornelissen, defendant.

Poulus Cornelissen, plaintiff, against Reynier Albersen and Egbert, the
servant of Sander Leendersen, defendants.

The plaintiff persists in his previous complaint, made on the preceding court day, being the 9th of December 1659, about the shortage of 30 *schepels* of salt, and in accordance with the order of the honorable court, has caused the coparticipants to be summoned.

The honorable court orders that, while there is an opportunity to send a letter by an Indian, the parties shall write to the Manhattans, both to the city weighmaster and to those from whom they obtained the salt, in order to have further information on the subject.

[134] Michiel Teunesen, plaintiff, against Femmetien Albertsen,
defendant.

* This final section continues the records held by the New York State Archives as vol. 16, part. 3, of NYCM, which begins on page 133.

The plaintiff says that he is being sued on account of debts contracted between him and Femmetien Albersen during their partnership and shows by judgment given on the 5th of September 1657 that he owes nothing, persisting in his former denial.

The court orders that the defendant in accordance with the previous judgment shall pay all the debts made by them both during their partnership.

Jan Albers, plaintiff, against Jacob Tijsen, defendant.

The plaintiff says that the defendant called him a chicken thief and demands proof thereof.

The defendant admits having said it and calls Gerrit Slechtenhorst as a witness.

Gerrit Slechtenhorst, appearing before the court, says that it is true that Jan Albersen has had a hen of his and that it was cooped up a long time and was marked differently, but not that he said that Jan Albersen had stolen it, nor that he was a thief.

The honorable court adjourns the case to the next court day.

Daniel Rinckhout, plaintiff, against Jan Fransen, defendant.

The plaintiff demands of the defendant twenty-one and a half beavers.

The defendant denies that he owes as much as the plaintiff claims.

The honorable court orders parties to adjust their accounts and to appear before the court on the next court day about any difference which may remain.

Pieter Boudt, plaintiff, against
1st default. Cornelus Hoogenboom, defendant.

Hans Coenraets, plaintiff, against
1st default. Jan van Eckelen, defendant.

[135] Ordinary Session Held in Fort Orange
January 27, 1660

Present:

La Montagne
Francois Boon
Anderies Herpertsen
Alexander Leendersen
Jan Verbeeck

Gerrit Swardt, plaintiff, against
1st default. Jan Tijmesen, defendant.

Jan Albersen, plaintiff, against
1st default. Jacob Thijsen, defendant.

Rutger Jacobsen, plaintiff, against
1st default. Hendrick Claesen, defendant.

Pieter Boudt, plaintiff, against
2d default. Cornelus Hoogenboom, defendant.

Jan Van Hoesen, plaintiff, against Eva Rinckhouts, defendant.
The honorable court adjourns the case to the next court day.

Frans Baerentsen, plaintiff, against
1st default. Femmetien Albersen, defendant.

Hans Coenraets, plaintiff, against Jan van Eckelen, defendant.
The court refers the parties to the previous judgment given on the
28th of October 1659.

Jan van Eckelen, plaintiff, against Reynier Wisselpenninck, defendant.
Defendant in default.

The honorable officer, plaintiff, against Hendrick Anderiesen, defen-
dant.

The plaintiff demands payment of seventy-one guilders, by balance
of account resulting from some excess committed by the defendant.

[136] The defendant admits the debt and the excess committed by him,
but claims that what he did to Cristoffel Davidts was settled with the
officer by his brother-in-law, Jacob Jansen Stol, deceased, who promis-
ed to pay the sum because the excess was committed on his account.

The plaintiff admits that such an agreement was made, but inasmuch
as he has received no satisfaction, he demands the same from the
defendant as the offender in the case.

The honorable court, having heard the parties, orders the defendant
to pay the plaintiff the sum of twenty-one guilders. [Decision in] the
action of the plaintiff against the defendant for the *f*50 is reserved, the
court remaining sureties for the money.

Ordinary Session Held in Fort Orange
February 17, 1660

Present:

La Montagne
Francois Boon
Anderies Herpertsen
Alexander Lendertsen
Jan Verbeeck

Schout Swardt, plaintiff, against
2d default. Jan Tijmonsens, defendant.

Frans Baerentsen, plaintiff, against Femmetien Albersen, defendant.

The plaintiff demands of the defendant payment of one hundred thirty guilders, six stivers, according to the account.

The defendant admits the debt and promises to pay the same on [receiving] the last payment for her house.

The honorable court condemns the defendant to pay the plaintiff and from this date the plaintiff has a preferential claim on the last payment for the house.

[137] Rutger Jacobsen, plaintiff, against
2d default. Hendrick Claesen, defendant.

Jan Meyndersen, plaintiff, against Jan Thoomassen and Volkert Jansen, defendants.

The plaintiff says that in the employ of the defendants he received a wound in his arm from a gun and requests that he may be reimbursed by the defendants for the surgeon's fees in connection with said wound.

The honorable court dismisses the plaintiff's case.

Cristoffel Davidts, plaintiff, against Willem Jansen, defendant.

The plaintiff demands fifty guilders by balance of accounts.

The defendant denies that he owes so much.

The honorable court orders that the matter be disposed of by referees.

The wife of Jan van Hoesem,* plaintiff, against Eva Rinckhouts, defendant.

The plaintiff demands reparation of honor for some abusive language

* Volckge Jansen

exchanged between the parties.

The defendant admits that she used some abusive words, but says that she is sorry and desires to live together as good neighbors.

The court, having heard the parties and the submission of the defendant, discharges her from the plaintiff's demands and orders that they shall henceforth live together in peace, under the penalty provided by ordinance.

Jacob Hendricksen, plaintiff, against
2nd default. Poulus Martensen, defendant.

[138] Jan Albersen, plaintiff, against Jacob Thijsen, defendant.

The plaintiff demands reparation of character as the defendant called him a chicken thief.

The defendant produces a deposition made by Gerrit Slechtenhorst, containing testimony about a hen at one time detained at the house of Jan Albersen, which belonged to the deponent.

The court, having heard the parties and seen the deposition, find the matter somewhat obscure, but order the parties to satisfy each other and mutually to refrain from further proceedings in the matter.

Jan van Eeckelen, plaintiff, against
1st default. Reynier Wisselpenninck and Willem Brouwer, defendants.

Jan van Eeckelen, plaintiff, against the wife of Michiel Teunesen,*
defendant.

The plaintiff demands payment of five *schepels* of wheat and two guilders in sewant.

The defendant denies that he owes the wheat, but admits that he owes twelve guilders in sewant.

The honorable court orders the husband of the defendant to appear on the next court day.

Pieter Boudt, plaintiff, against
1st default. Cornelus Hoogenboom, defendant.

Idem plaintiff, by his wife, against Abraham Carpeyn, defendant.

The honorable court orders the [plaintiff's]† husband to appear on the next court day.

* Grietje Jacobsen

† The text has "defendant's" by mistake.

Poulus Cornelussen, plaintiff, against
1st default. Hans Caerelsen, defendant.

Francois Boon, plaintiff, against
1st default. Jan Harmsen, defendant.

[139] Ordinary Session Held in Fort Orange
March 2, 1660

Present:

La Montagne
Francois Boon
Anderies Herpertsen
Alexander Leendersen
Jan Verbeeck

Hendrick Jochemsen, plaintiff, against
Default. the wife of Gijsbert de Vos, defendant.

Jacob Thijsen, plaintiff, against
Default. Jan Albersen, defendant.

Cristoffel Davidts, plaintiff, against
Default. Willem Jansen, defendant.

Jan van Eeckelen, plaintiff, against Reynier Wisselpenninck, defendant.

The plaintiff demands payment of 17 *schepels* of wheat.

The defendant fails to appear but has ordered the court messenger to acknowledge the debt.

The court condemns the defendant to pay the plaintiff the wheat demanded within the period of six weeks.

Idem plaintiff, against
2d default. Willem Brouwer, defendant.

Rutger Jacobsen, plaintiff, against
2d default. Hendrick Claesen, defendant.

Teunis Tomassen, plaintiff, against
1st default. Cornelus Hoogenboom, defendant.

Poulus Cornelussen, plaintiff, against Hans Carelsen, defendant.

The plaintiff demands delivery of 30 *schepels* of salt.
The honorable court refers the parties to referees.

[140] Jacob Hendricksen, plaintiff, against Poulus Martensen, defendant.

The plaintiff demands payment of thirty guilders, arising from an attachment of the purchase money of the house of Jacob Neus in the hands of the defendant.

The honorable court orders the defendant to pay the required sum to the plaintiff within the space of six weeks and to recover the amount from Jacob Neus.

Jan Labatie, plaintiff, against
Default. Jacob Theunesen, defendant.

Pieter Boudt, plaintiff, against Abraham Carpeyn, defendant.

The plaintiff says that the defendant claims fourteen guilders from him and maintains that he owes him nothing, as he paid the defendant with a half barrel of good beer won in a wager.

The honorable court orders the plaintiff to pay the defendant the aforesaid fourteen guilders according to his confession, as a wager is not accepted in payment before the court.

[141] Ordinary Session Held in Fort Orange
April 20, 1660

Present:

La Montagne
Francois Boon
Anderies Herpertsen
Jan Verbeeck

Jochem Wessels, plaintiff, against Jan van Eeckelen, defendant.

The plaintiff, as attorney for Hans Coenraets, demands payment by the defendant of one hundred twenty-seven *schepels* of wheat.

The defendant admits the debt.

The court condemns the defendant as heretofore to pay the aforesaid wheat and orders the plaintiff to hand the judgment to the court messenger to execute the same.

Thoomas Pouly, plaintiff, against Cathalyne Simsons, defendant.

The plaintiff demands payment by the defendant of the sum of two

hundred fifty guilders, arising from [the purchase of] a horse.

The defendant admits the debt, but says that she has put the matter into the hands of the orphan masters.

The plaintiff demands his rights.

The court, having heard the parties, orders the plaintiff to wait until curators of the said estate are appointed.

Jacobus Jansen, plaintiff, against
Default. Baltus Jacobsen, defendant.

The plaintiff gives notice of the attachment of the defendant's money in the hands of Thoomas Janssen and request that the attachment may be declared valid.

The honorable court provisionally issues a writ of attachment and orders that the defendant shall be summoned again.

[142] Dirck Teunesen, plaintiff, against Baltus Jacobsen, defendant.

The plaintiff gives notice of the attachment of the defendant's money in the hands of Thoomas Jansen and requests to be admitted to the conference with others.

Fiat ut supra.

Theunes Theunesen, plaintiff, against
3rd default. Cornelus Hoogenboom, defendant.

The plaintiff demands payment of twenty-eight guilders in sewant.

The honorable court orders the defendant by default to pay the plaintiff the sum demanded, within the space of 14 days, on pain of attachment.

Jacob Thijsen, plaintiff, against
2d default. Jan Albersen, defendant.

The honorable court, seeing the promissory note executed by the defendant, Jan Albersen, and that referees decided that the defendant must pay the plaintiff the said twenty-six guilders according to the note, hereby confirm the decision of the arbitrators and condemn the defendant to pay the said sum in cash, on pain of attachment, with the costs of this suit.

Arendt van den Bergh, plaintiff, against
2d default. Hendrick Gerritsen, defendant.

Anderies de Vosch, plaintiff, against
1st default. Wijnandt Gerritsen, defendant.

Jan van Eeckelen, plaintiff, against Michiel Theunesen, defendant.

The plaintiff demands payment by the defendant of 5 *schepels* of wheat and eight white loaves.

The defendant admits that he owes 4 *schepels* of wheat and 15 stivers.

The honorable court orders the defendant to pay the sum demanded, the grain at market value, and that within the space of three weeks, on pain of attachment.

[143] Jan van Eeckelen, plaintiff, against Cathalina Samsons, defendant.

The plaintiff demands of the defendant the sum of one hundred guilders in sewant.

The defendant admits the debt.

The honorable court orders the plaintiff also to wait until curators of the same estate are appointed.

Goosen Gerritsen, plaintiff, against Adriaen Janssen, defendant.

The plaintiff says that the defendant's garden adjoins his and that he is not willing to assist in putting up a fence, made of planks.

The defendant says that he is not obliged to put up a fence, made of planks.

The plaintiff replies that for want of a good fence he will suffer damage to his trees.

The honorable court, having heard the parties on both sides and considered the matter, orders the defendant to fence off his part and parcel and provide it with such a fence and materials as according to circumstances he shall be able to obtain, so that his neighbor may remain free from damage.

Cornelus Comelussen, plaintiff, against
1st default. Claes Theunesen, defendant.

[144] Ordinary Session Held in Fort Orange
April 27, 1660

Present:

La Montagne
Francois Boon
Anderies Herpertsen
Sander Leendersen
Jan Verbeek

Volckert Jansen, plaintiff, against
Default. Cornelis Vosch, defendant.

Fop Baerentsen, plaintiff, against
Default. Cornelis Vosch, defendant.

The honorable burgomaster, Aldert Anthony, appearing before the court, offers to the poor three beavers which are due to him from Cornelis Vosch, arising from some merchandise which Jan Carstensen, deceased, bought of the burgomaster, and appoints Philip Pietersen his attorney to execute the matter.

Anderies de Vosch, plaintiff, against
1st default. Wijnandt Gerritsen, defendant.

Daniel Rinckhoudt, plaintiff, against
Default. Jan van Hoesem, defendant.

Idem plaintiff, against Theunes Tempelier, defendant.

The plaintiff says that the defendant has had his money attached.

The defendant says that he knows nothing about it, but that there is still due him from Harm Jacobsz, deceased, f136 in beavers for goods delivered.

The court declares the attachment not valid and refers the defendant to the curators of the estate of the said Harmen Jacobsz, deceased, to recover the amount of his claim.

[145] Dirckie Martensen, plaintiff, against
Default. Poulus Jansen, defendant.

Philip Meyndersen,* plaintiff, against Stijntie, the wife of Barent Meynd[ersen], defendant.

The plaintiff complains that the defendant called him a thief.

The defendant says that the plaintiff steals her honor and accuses her of fornication.

The plaintiff denies it.

The court orders the parties to produce their evidence in writing on the next court day.

Willem [*surname omitted*], plaintiff, and party attaching, against Baltus Jacobsen, defendant.

The plaintiff gives notice of a certain attachment of the defendant's

* This is clearly an error for Philip Hendricksen; see session for the May 25, 1660 session, in which this case is continued and adjourned.

money in the hands of Thoomas Jansen and requests participation in the conference with others.

The court grants the plaintiff's request.

[146] Extraordinary Session Held in Fort Orange
May 1, 1660

Present:

La Montagne
Francois Boon
Anderies Herpertsen
Sander Leendersen
Jan Verbeeck

In the place of the retiring magistrates, namely Pieter Hartgers and Francois Boon, ordinary magistrates, and Dirck Jansen Croon, extraordinary magistrate, according to the resolution of the honorable director general and council of New Netherland, Rutger Jacobsen, Frans Baerentsen, and Evert Jansen Wendel have been chosen and confirmed as magistrates from the double number nominated, who, having been summoned by the court, have undertaken the oath of fidelity as follows:

We, the undersigned, chosen magistrates of the bench of justice of Fort Orange and the village of Beverwijck, promise and swear in the presence of God Almighty that with the help of our colleagues we shall administer true law and justice between man and man and further execute and promote all matters touching justice and government, to the best of our knowledge and ability. Also, that we shall in every way conduct ourselves loyally and faithfully toward the lords states general of the United Netherlands, the lords directors of the Chartered West India Company and the director general and council of New Netherland, promising furthermore that we shall help to maintain here [147] the Reformed Religion according to God's Word and the regulations of the Synod of Dordrecht, and not tolerate publicly any sects. So truly may God Almighty help us.

After having been congratulated, the aforesaid Rutger Jacobsen, Frans Baerentsen Pastoor, and Evert Jansen Wendel have this day taken their seats.

The retiring magistrates are discharged from their oaths and thanked for their good services while holding office, with the promise that with

respect to their honorarium of *f*450 a year they will at the opportune time and when the treasury is well provided receive consideration and be paid the same as the present and future magistrates.

After deliberation it is resolved and decided that the annually retiring magistrates for the space of one year after their discharge shall be exempt from the ordinary duties of the burgher guard. Nevertheless, if need be, they shall, when commanded to do so, be held to perform all extraordinary round and guard duties the same as other burghers, pursuant to the resolution taken and confirmed by the honorable director general and council of New Netherland.

[148] Extraordinary Session Held in Fort Orange
May 25, 1660

Present:

La Montagne
Anderies Herpertsen
Sander Leendersen
Jan Verbeeck
Rutger Jacobsen
Frans Baerentsen
Evert Jansen Wendel

Volkert Jansen, plaintiff, against Cornelis Vosch, defendant.

The plaintiff demands payment by the defendant of eighty-five guilders, ten stivers, for beer received.

The defendant admits the debt, but says that he has a claim against the plaintiff's partner.

The plaintiff replies that the alleged claim has no connection with the present action and that the defendant must therefore address himself to his partner.

The court condemns the defendant to pay the required sum according to his promise to the plaintiff within the space of one month and meanwhile to address himself to the aforesaid partner.

Philip Hendricksen, plaintiff, against Itien Adriaensen,* defendant.

The plaintiff demands reparation of honor as heretofore on the 27th of April last, on account of abusive language, to wit, because the

* Stijntie Adriaensen, the wife of Barent Meyndersen; see the April 27, 1660, session.

defendant called the plaintiff a thief and accused him of having stolen maize.

The court adjourns the case to the next court day.

Idem plaintiff, against Baerent Meyndersen, defendant.

The plaintiff demands of the defendant payment of eighty-four guilders for beer received.

The court condemns the defendant to pay the sum demanded within the period of six weeks.

[149] Itien Adriaensen, plaintiff, against Elsie Hendricksen,* defendant.

The plaintiff says that the defendant called her a whore and demands reparation of honor.

The parties having been heard, the court refers them to the next court day to bring in their evidence.

Elsjen Tierx, plaintiff, against Annetie van Geringen, defendant.

The plaintiff says that the defendant called her a whore and produces a deposition of three witnesses.

The defendant denies that she said it, but says that the plaintiff called her a whore.

The court orders the defendant to bring further evidence on the next court day.

Philip Hendricksen, plaintiff, against Harmen *Metselaer*, defendant.

The plaintiff demands of the defendant payment of fifty-eight guilders, 2 stivers for beer received.

The defendant's wife, appearing, admits the debt and produces a counterclaim of three and one-half beavers for wages.

The honorable court, having heard the parties, order them to settle with each other.

Jacobus Jansen, plaintiff, against Baltus Jacobsen, defendant.

The plaintiff demands of the defendant payment of sixty-four guilders, 6 stivers.

The defendant admits the debt.

The court refers the parties to the previous judgment of the 20th of April last.

Willem Teller, plaintiff, against Baltus Jacobsen, defendant.

The plaintiff demands payment by the defendant of three beavers.

* Elsjen Tierx, wife of Philip Hendricksen

The defendant admits the debt.

The court refers the parties to the previous judgment.

[150] Jurriaen Theunesen, plaintiff, against
1st default. Daniel Rinckhoudt, defendant.

Daniel Rinckhoudt, plaintiff, against
1st default. Pieter Jacobsen Bosboom, defendant.

Arent van den Bergh, plaintiff, against
2nd default. Hendrick Gerrtsen, defendant.

Claes van den Bergh, plaintiff, against the wife of Carsten Fred[erick-
sen], defendant.

The plaintiff says that the defendant bought linen from his wife
against his will and without his knowledge.

The defendant says that she could not know that the plaintiff's wife
sold it against the will and without the knowledge of her husband, but
that she said that she did it because of need.

The court, having heard the parties, condemn the defendant to return
the claimed linen to the plaintiff, provided that the plaintiff return the
money received.

Claes van den Bergh, plaintiff, against Poulus Martensen, defendant.

The plaintiff demands from the defendant delivery and the key of his
house in order to occupy the same.

The honorable court orders the defendant to give the plaintiff posses-
sion of the aforesaid house, provided that the defendant pay as soon as
the attachment by the plaintiff is vacated.

Asser Levi, plaintiff, against Wijnandt Gerritsen, defendant.

The plaintiff demands payment for seven planks, for which he
produces a promissory note and makes claim for all damages, losses,
house rent, and board, which he suffered here during the period of one
month.

The court orders the defendant to pay the plaintiff for the remaining
seven planks. As to the alleged expenses, the parties are referred to two
referees.

[151] Andries de Vos, plaintiff, against Wijnandt Gerritsen, defendant.

The plaintiff asks payment of the defendant for 46 planks.

The defendant denies the debt.

The honorable court orders the plaintiff to produce his evidence on

the next court day according to his promise.

Harmen Bastiaensen, plaintiff, against Wijnandt Gerritsen, defendant.

The plaintiff demands payment of the defendant for 178 planks.

The defendant denies the debt.

The court orders the plaintiff to produce his evidence on the next court day.

Gillis Pietersen, plaintiff, against Baerent Meyndersen, defendant.

The plaintiff demands payment of house rent and says that the defendant offered him ten beavers.

The defendant denies that he made any contract of lease.

The court refers the parties to referees.

The wife of Klaes Jansen*, plaintiff, against Hans Coenraets, defendant.

The plaintiff demands payment by the defendant of two beavers.

The defendant admits the debt.

The honorable court condemns the defendant to pay the plaintiff the said beavers in cash.

[152] The honorable court having read the proceedings at the request of the officer of Fort Orange and the village of Beverwijck against the person of Immetie, the wife of Evert *de Backer*, and by plurality of votes having adjudged the conclusion of the said officer well founded, that the said Immetie acted directly contrary to the ordinance contained in the statues of the city of Amsterdam, folio 162, they have therefore condemned, as they do condemn the said Immetie hereby, in view of the opposition and contempt of court shown by her, to appear before the court and to ask God and the court forgiveness, not to do any business for six weeks and to pay a fine of two hundred, fifty guilders, with the costs of the trial, and she is to remain in the fort until the payment of the judgment. Done in Fort Orange, the 25th day of May Anno 1660.

Gerrit Swardt, *schout* of the colony of Rensselaerswijck, enters an attachment against La Montagne for the sum of twenty-five guilders belonging to Jan Anderiesen de Graef.

* The name of his wife is unknown.

[153] To the honorable Commissary and Magistrates of Fort Orange and the village of Beverwijck

Show with due reverence and respect, the undersigned persons, that they, the petitioners, are again awaiting the coming trading season and notice that the Christians are again about to run into the woods as brokers in order by surreptitious and improper ways to get the trade entirely into their hands, which can only tend to the general decline and utter ruination of Fort Orange and the village of Beverwijck; yes, what is more, the said running in the woods is accompanied by many excessive and shameful irregularities for which God the Lord would punish such a place, all of which has no other motive than greed. Therefore, they, the petitioners, by a majority of votes and signatures to this petition, request your honors, who sit there as good mediators, that these calamities may be timely prevented in the interest of the peace and welfare of this community and its inhabitants, but that everyone may do his business with Indian brokers. Whereupon they await a favorable and marginal apostil. Which doing, etc. Imploring, etc. In and upon everything, etc. Underneath was written: Your honors' subjects; and was signed: Volkert Jansz, Jacob Schermerhooren, Philip Pietersen, Leendert Philipsen, the mark of Jan van Aken, Jan Thoomassen, Aernout Cornelissen, Gerrit Slechtenhorst, Jan Mangelsen, Pieter van Alen, Mathias Jansen, Dirck Jansen Croon. Gijsbert Jansen, Abraham Staets, Lambert Albersen, Hans Hendricksen, Theunis Cornelissen, Willem Teller, Ariaen Gerritsen, Carsten Fredericksen, Baerent Meyndersen, Willem Brouwer, Baerent Jansen, Lourens van Alen, and Davit Schuyler.

[154] Extraordinary Session Held in Fort Orange
ultimo May, 1660

Andries Herpertsen is of opinion that neither Indians nor Christians ought to run in the woods as brokers.

Sander Leendersen agrees with the above.

Jan Verbeeck adheres to the former resolution, to wit, that the matter is to be regulated according to the vote of the majority of the community.

Frans Baerentsen is of opinion that inasmuch as the community has been legally summoned to express their opinion in the matter of the trade, it

is to be regulated with the vote of the majority and they shall have the preference.

Evert Jansen Wendel is of opinion that neither Indians nor Christians ought to run in the woods as brokers.

La Montagne is of opinion in this difficult matter, where there are two directly opposite parties, one asking to be allowed to employ Indian brokers and no Christians, and the other Christians and no Indians, that, according to the ordinance issued about the said matter in the year 1654 and since then published here every year,* no brokers of either nation shall be employed, but that the Indians unsolicited shall be allowed to trade their beavers where they please.

[155] The commissary and magistrates of Fort Orange and the village of Beverwijck, being assembled upon the repeated complaints of the community about the trade, have by majority vote decided, as they hereby decide, provisionally for this year that no brokers, whether Christians or Indians, shall be employed, but that the Indians without being called or solicited shall be allowed to trade their beavers where they please. Furthermore, permission is given to everyone to go to the hill, as far up as the houses stand, to inquire where the Indians wish to go, and likewise to the strand where the Indians arrive, under penalty of a fine of three hundred guilders and suspension of their business for the period of two months for those who are found to have acted contrary hereto, to be executed without any exception or regard of persons. And in the absence of the officer another shall be substituted in his place to maintain this ordinance. *Actum* in Fort Orange, *ultimo* May 1660.

[156] Ordinary Session Held in Fort Orange
June 1, 1660

Present:

La Montagne
Anderies Herpertsen
Sander Leend[ersen]
Evert Jansen Wendel

Anderies de Vosch, plaintiff, against Wijnandt Gerritsen, defendant.

The plaintiff demands payment for sixty-four planks and produces as

* See *LO*, 383, for this ordinance.

witness Cornelis Theunesen van Slijck, who says that the defendant agreed to pay the debt.

The honorable court, having heard the parties, condemns the defendant to pay for the planks in question in cash.

Abraham Carpeyn, plaintiff, against Immetie, the wife of Everdt *de Backer*, defendant.

The plaintiff complains that the defendant took linen and other goods from the house of Lambert van Valkenb[urg] that belonged to him.

The defendant says that she took it on account of debt.

The court condemns the plaintiff to pay the defendant and also orders the defendant to return the linen.

Harmen Bastiaensen, plaintiff, against Wijnandt Gerritsen, defendant.

The plaintiff demands of the defendant [payment for] one hundred seventy-eight planks, as on the preceding court day, being the 25th of May, producing a signature thereof.

The defendant says that the debt was incurred by Abraham Vosburgen and the defendant, being both partners, and claims that he is to pay but one-half.

The court condemns the defendant to pay the plaintiff [for] the said planks, according to his promissory note, within the time of six weeks, and to apply for reimbursement to his partner.

[157] Harmen Thoomassen, plaintiff, against Willem Brouwer, defendant.

The plaintiff demands payment of sixty guilders.

The defendant admits the debt.

The court refers the parties to referees to go over the accounts and settle the matter.

Gillen Pietersen, plaintiff, against Baerent Meyndersen, defendant.

The plaintiff asks as before on the 25th of May payment of the house rent and says that the defendant offered him ten beavers.

The defendant denies that he made the offer.

The court condemns the defendant to pay the plaintiff eight beavers.

Baerent Albersen, plaintiff, against the widow of Abraham Vosburgen, deceased,* defendant.

The plaintiff demands payment of eighty guilders, according to the contract made with her husband, deceased.

* Geertruyt Pietersen

The defendant says that she has no knowledge of it.

The court orders the plaintiff to produce proof on the next court day.

Baerent Albersen, plaintiff, against Lowies Coobesen, defendant.

The plaintiff demands the return of a canoe, which he loaned to the defendant.

The defendant admits that he borrowed the canoe.

The court orders the parties to agree with each other.

Femmetien Albers, plaintiff, against Abraham Carpeyn, defendant.

The plaintiff demands payment for a half barrel of good beer.

The defendant denies the debt.

The court orders the plaintiff to produce proof.

Ester Fonda gives notice of an attachment in the hands of Daniel Rinckhout for the sum of one hundred sixty guilders, belonging to Femmetien Albers.

[158] Ordinary Session Held in Fort Orange
June 8, 1660

Present:

La Montagne
Anderies Herpertsen
Jan Verbeeck
Rutger Jacobsen
Frans Baerentsen
Evert Wendel
Sander Leendersen

Albert Gijsbertsen, plaintiff, against Maria Goosens, defendant.

The plaintiff says that the defendant called him a thief and demands reparation of honor.

The defendant denies that she said it.

The parties are ordered to appear on the next court day.

Jurriaen Theunesen, plaintiff, against Cornelis Woutersen, defendant.

The plaintiff demands payment of sixty guilders.

The defendant admits the debt.

The honorable court condemns the defendant to pay the sum demanded to the plaintiff within the space of 14 days.

Jan van Eeckelen, plaintiff, against Dirrick Smidt, defendant, against whom an attachment has been levied.

The plaintiff says that he delivered to the defendant and shipped on board his yacht one hundred thirty planks to be delivered to Nicolaes Meyer, who still claims fifty-two planks which the defendant has not delivered.

The defendant denies that he received as many planks from the plaintiff, claiming that he received only seventy-eight.

The honorable court refers the parties to the burgormasters and *schepens* of the city of Amsterdam in New Netherland, the plaintiff retaining his action against the debtors who put the planks on board. Meanwhile the attachment against the defendant is vacated.

[159] Femmetie Alberts, plaintiff, against Abraham Carpeyn, defendant.

The plaintiff demands payment for a half barrel of good beer, which the defendant bartered away while the plaintiff was at the Manhattans.

The defendant denies the debt.

Before the court appeared Lambert van Neck and Cornelis Theunesen Bosch, who declared that the defendant made a great noise and public disturbance in the house of Femmetien Albers, during her absence.

The honorable court condemns the defendant to pay the plaintiff for the half barrel of good beer and, in addition, to pay a pound Flemish for the benefit of the poor, on account of his offensive language.

Cornelis Cornelissen, plaintiff, against the wife of Claes Theunesen, defendant.

The plaintiff demands payment of sixty guilders.

The defendant admits the debt, but says that he assigned his debt to Eldert Gerbersen.

Daniel Rinckhout, plaintiff, against
Default. Jan Fransen, defendant.

Cornelis Theunesen and Jacob Thijsen, plaintiffs, against Willem Teller, defendant.

The plaintiffs say that the defendant called them rabble and robbed them of their reputations. They demand reparation of honor.

The defendant asserts that he said that it would be a miserable thing if I or the common people or rabble should rebel against the law of the public authorities or make a law against the *Heeren*.*

[160] Lambert van Neck and Hendrick Rooseboom, appearing before

* Reference is to the *Heeren XIX*, the nineteen WIC directors.

the honorable court at the request of Cornelis Theunesen, say that they heard Willem Teller say, "If the principals of this place listened to this rabble, they would be crazy"; without, however, mentioning any names.

The court appoints the next court day for the parties to institute their proceedings.

Baerent Albersen, plaintiff, against
Default. Geertruy Vosburgen, defendant.

Jan Labatie, plaintiff, against Jacob Theunesen, defendant.

The plaintiff demands the return of a saddle and bridle loaned to the defendant.

The defendant says that the same are in the Esoopus and are kept by Thoomas Chambers, and he admits the debt.

The honorable court condemns the defendant to return the aforesaid saddle and bridle to the plaintiff in as good condition as he received them.

Theunes Spitsbergen, plaintiff, against Jaques Thijsen *de Oude*, defendant.

The plaintiff demands of the defendant payment of one hundred ninety-seven guilders for planks delivered.

The defendant admits the debt.

The honorable court condemns the defendant to pay the plaintiff the sum demanded, the latter to receive the first rent of the defendant's house. The defendant mortgages and pledges his house as security.

Jan van Eeckelen, plaintiff, against
1st default. Willem Brouwer, defendant.

Gerrit Swardt, plaintiff, against
Default. Claes Beever, defendant.

[161] Extraordinary Session Held in Fort Orange
June 12, 1660

Present:

Anderies Herpertsen
Sander Leendersen
Jan Verbeeck

La Montagne, in his capacity as officer, plaintiff, against Jan Harmsen, defendant.

The plaintiff complains that the defendant, against the ordinance of the court of Fort Orange and the village of Beverwijck, has ventured to go into the woods and has brought out Indians with beavers.

The defendant acknowledges that he has been in the woods to seek an Indian who had robbed him, but not for the purpose of attracting the Indians with beavers.

The plaintiff requests that the defendant be examined on the following interrogatories:

Interrogatory of Jan Harmsen conducted at the request of the officer

- | | |
|--|--|
| 1. Whether on the tenth of this month he has not been in the woods, on the <i>Maquas</i> path? | Answers, Yes. |
| 2. Whether he was not found there by the soldiers with a gun on his shoulder? | Answers, Yes. |
| 3. Whether in the woods he did not speak to some Indians who had beavers with them? | Answers, Yes. |
| [162] 4. Whether he did not urge and request the said Indians to trade their beavers at his house? | Answers, No. |
| 5. Whether he did not acquire the beavers of some of the said Indians by barter? | Answers, Says he does not know. |
| 6. Whether, in coming out of the woods, he did not enter by one of the two gates from the hill? | Answers, No, but through the gate near <i>Lange Maria</i> 's.* |

To which answers Jan Harmsen refuses to swear, he refusing likewise to sign the statements made by him.

The honorable court gives the defendant respite until the next court day and orders him to obtain at once a copy of his answers to the interrogatory to swear to it at that time.

* See note on page 176. This tavern called *De Vrouw Maria* was located on the west side of the road leading from the south gate of the stockade around Beverwijck to Fort Orange.

[163] Extraordinary Session Held in Fort Orange
June 15, 1660

Present:

Anderies Herpertsen
Jan Verbeeck
Frans Baerentsen
Evert Wendel

The officer, plaintiff, against Jan Harmsen, defendant.

The plaintiff complains that the defendant contrary to the ordinance of the court has ventured to go into the woods and to fetch Indians with beavers, as appeared on the preceding court day by examination of the defendant on interrogatories, to which answers the defendant refuses to swear. The honorable plaintiff therefore demands that the defendant shall be punished according to the ordinance, citing in order to expedite justice the statutes of Amsterdam, folio 121, article 11, in regard to the taking of an oath, which reads as follows, "In case the defendant refuses to take the oath, he shall be condemned as [in effect] confessing and acknowledging the charges against him." And in conformity with the ordinance of the said court, he [demands that the defendant] be fined three hundred guilders and, in addition, be suspended from his business for the period of two months.

The defendant refuses to take the oath.

The honorable court, having deliberated the case and seeing that the defendant refuses to take the oath, condemns the defendant to pay a fine of three hundred guilders in cash, according to the ordinance, and to be suspended from his business for a period of two months; with expenses.

[164] The honorable officer, plaintiff, against Volkert Jansen, defendant.

The plaintiff says that the defendant has presumed to send Indian brokers into the woods, contrary to the ordinance of the honorable court.

Jacob Schermerhooren, appearing before the court, declares that he saw an Indian go to the hill with a white blanket around his body, which said Indian brought back with him two Indians with beavers and entered the house of Volkert Jansen. Immediately after he saw the same Indian again go toward the hill and bring back another Indian with beavers.

Gerrit Slechtenhorst confirms the above.

Goosen Gerritsen and Gerrit Bancken, appearing before the court, declare that the Indian said that he was sent out by Volckert Jansen.

Philip Pietersen, declares that he saw an Indian go toward the hill and

return from the hill with another Indian and that he asked him for whom he went out to get Indians and that he answered for Volkert Jansen.

The defendant has purged himself by oath, to wit, that he neither kept nor sent out any brokers, whether directly or indirectly.

Idem plaintiff, against Willem Brouwer, defendant.

The plaintiff says and complains that the defendant has presumed to send brokers into the woods.

The defendant denies that he sent out any brokers.

[165] Lourens van Alen, Cornelus Bogardus, and Daniel Jansen declare that they saw the boy of Willem Brouwer coming down the hill with two Indians who had beavers with them and say that they went into Willem Brouwer's house about ten o'clock in the evening.

The defendant has purged himself by oath.

The officer, plaintiff, against Jan van Aken, defendant.

The plaintiff complains that the defendant contrary to the ordinance of the court has sent brokers into the woods.

The defendant denies that he sent any brokers into the woods.

Jan Thoomassen declares that he asked the Indian where he was going, whereupon he replied, "To *de Smidts*."*

Jacob Schermerhooren, Philip Pietersen, and Gerrit Bancken declare that the aforesaid Indian went into the house of Jan van Aken.

The defendant purges himself under oath.

Idem plaintiff, against Daniel Jansen, defendant.

The plaintiff says that the defendant sent brokers into the woods, which is contrary to the latest ordinance of the court.

Jacob Schermerhooren, Anderies Herpertsen, and Hendrick Rooseboom declare that Indians with beavers, coming down the hill, went to the house of Daniel Jansen. Immediately after an Indian with a blanket walked up the hill and did not come back. They claim that he was a broker.

[166] The defendant admits that he gave a blanket to the Indian, but not for purposes of brokerage.

The honorable court allows the defendant time until the next court day to purge himself under oath.

The officer, plaintiff, against Jurriaen Jansen, defendant.

The plaintiff says that the defendant sent brokers into the woods, which is contrary to the latest ordinance of the court.

* Jan (Coster) van Aecken was a blacksmith.

The defendant denies having sent brokers into the woods.

Gerrit Bancken and Gijsbert Jansen declare before the court, at the request of the officer, that an Indian, who the day before had traded at Jurriaen Jansen's, again came with other Indians down the hill and brought them to Jurriaen Jansen.

The defendant admits that the Indian, who the day before had traded with him, came again with other Indians with beavers.

The defendant purged himself under oath.

Idem plaintiff, against Jan Thoomassen, defendant.

The plaintiff says that the defendant sent brokers into the woods.

The defendant denies it and purges himself under oath.

Idem plaintiff, against Jacob Thijsen, defendant.

The plaintiff says that the defendant sent brokers into the woods.

[167] Gerrit Slechtenhorst, Hans Hendricksen, and Willem Jansen Schut declare that on the 14th of this month they saw an Indian coming down the hill with other Indians who had beavers with them. They went to the house of Jacob Thijsen, and the broker remained in the said house while the Indians returned toward the hill after having left their beavers at the house of Jacob Thijsen.

The defendant denies it and has purged himself under oath.

Adriaen Jansen van Leyden, plaintiff, against Wijnandt Gerritsen, defendant.

The plaintiff, as attorney of the widow of Abraham Vosburgen, deceased, demands delivery of a sawmill, according to the contract made by referees on the 16th of March, by virtue of a compromise.

The defendant says that he is not bound to deliver the mill before and until he has had satisfaction from the plaintiff.

The honorable court orders that the defendant shall make delivery according to the contract and inventory thereof and that from this date the defendant retains his alleged claim against the widow. In case of refusal, he shall forfeit twenty-five guilders for each day's delay until the delivery of the said mill.

[168] At the request of the community, the court has provisionally granted for this year to all burghers and inhabitants of this village of Beverwijck the right to employ Indian brokers, without the employment, however, of any Dutch people, under the penalty mentioned in the ordinance; nor shall they be allowed to send any presents into the woods, which presents it hereby declares subject to confiscation, one-half for the benefit of the

officer and the other half for the benefit of the informer. *Actum* in Fort Orange, the 15th of June 1660.

Extraordinary Session Held in Fort Orange
June 17, 1660

Jacob Thijsen, Cornelis Theunesen, Gerrit Slechtenhorst, and Lambert van Neck, appearing before the court, request that the trade may be thrown open, to wit, that Dutch as well as Indian brokers may be employed.

[169] Copy of the petition concerning the trade, on which the following apostil is granted:

To the Honorable Gentlemen, the Commissary and Magistrates of Fort Orange and the village of Beverwijck

Show with due reverence and respect, the undersigned petitioners, that they have heard that on the 25th of May last of the year 1660, a petition was presented in regard to the trade by some principals who, being moved by excessive greed and jealousy, make themselves believe and imagine that they thereby increase the trade. This is a pretext invented for no other purpose than to divert the trade to themselves and inspired by greed, as above stated. But considering that many a poor person could earn a beaver and the community would be better served, it has seemed to the petitioners, representing a majority of the people, that as an extra precaution it would be well to submit to your honors in proper form what is well known to all the inhabitants, for the petitioners hope that your honors in accordance with your civic duty and the privileges of the praiseworthy fatherland will not tolerate that the community be oppressed, considering that the least [of the citizens] has as much right as the most [important one], since the country must exist by them, and they, the petitioners, can prove that they are not rabble, as they were called yesterday, because they live decently. The petitioners therefore conclude and request that everyone may be allowed to do the best he can with Christians and with Indians, [170] in order that he help himself with honor and to the best of his ability, everyone to enjoy what belongs to him, to love his neighbor, and to do what shall tend to the salvation of his soul. Whereupon the petitioners expect a favorable marginal apostil.

Actum the 27th of May Anno 1660, in Beverwijck.
Underneath was written:

Which doing, etc. Praying in and upon everything, etc. Your honors' willing and affectionate subjects: Was signed: Jan Dircksen van Breemen, Arent Jansen van Hoeck, Jan Harmsen, Rem Jansen, Jacob Thijsen van der Heyden, Cornelis Theunesen Bosch, Daniel Verveelen, Jacob Jansen, the mark of Lambert van Valkenburch, Pieter Loockermans, Jan Jansen van Ekelen, the mark of Meyndert Fredricksen, Thoomas Pouw[elsen], the mark of Jan Fransen, the mark of Sijmon Volkerts, the mark of Theunes Cornelissen, the mark of Willem Fredricksen, the mark of Jan Harmsen, the mark of Mattheus Abrahamson, the mark of Jan Cornelissen, Pieter Loockermans *de Jonge*, the mark of Jochem Ketteleyn, Jacob Loockermans, Willem Jansen Schut, the mark of Reynier Albertsen, Jan Vinhagel, Hendrick Anderiesen, Anderies de Vosch, Jan Schekel, Pieter Winnen, Jan Cornel[issen] Leyden, Jan Michaelsen, Jochem Wessel, Jurrian Theunesen, Daniel Rinckhout, Pieter Bronck, Harmen Bastiaensen, Jacob van Laer, Cornelus Bogardus, Pieter Adriaensen, Claes Marrechael, [171] Philip Hendricksen, Adriaen Appel, Sijmon Sijmonsens, Baerent Meyndersen, the mark of Wouter Albersen, Gillis Pietersen, Hendrick Rooseboom, Claes Jacobsen, Cornelis Vosch, Willem Jansen Stol, and Wijnandt Gerritsen vande Poel.*

The honorable court having read a petition presented to their honors by Jacob Tijsen, Gerrit Slechtenhorst, and Lambert van Neck, as representatives of eighty inhabitants of this village of Beverwijck, who signed the petition, whereby they earnestly request that the Dutch may be allowed to go into the woods as brokers, which, although of dangerous consequence, cannot be prevented without causing greater mischief. It is therefore left to the discretion of the petitioners to do or not to do it, the court protesting meanwhile their innocence of all mischief that may result therefrom, the more so as some of the petitioners have said that they would do it anyway, whether it was permitted or not.

* None of the marks mentioned above was copied from the original petition into this copy of the court minutes.

[172] Proposal Made by the *Maquas* in Fort Orange
the 26th of June, 1660

Present:

La Montagne
Rutger Jacobsen
Jan Verbeeck
Sander Leendersen
Evert Wendel
Frans Baerentsen
Anderies Herpertsen

They say, first, that when the Dutch are in the woods to fetch Indians, they beat them severely with fists and drive them out of the woods; and for this reason they ask who of the three nations are to be the masters, the *Maquas*, the *Sinnekus*, or the Dutch? They say that it might develop into the same trouble as between the Dutch and the Indians in the Esopus.

They request that no Dutchmen with horses or otherwise may be allowed to roam in the woods to fetch Indians with beavers, because they maltreat them greatly, and at once ten or twelve of them surround an Indian and drag him along, saying, "Come with me, so and so has no goods," thus impeding one another, which they fear will end badly.

They tell us to forbid the Dutch to molest the Indians as heretofore by kicking, beating, and assaulting them, in order that we may not break the old friendship, which we have enjoyed for more than thirty years, and if it is not prevented, they will go away and not be seen by us anymore. Whereupon they offered 7½ fathoms of sewant.

[173] La Montagne advises to give the *Maquas* for answer that we had never heard that any violence was done to them in the woods and that they had never complained of it, but now that we have heard their complaints, we promise them to do our best to prevent it, and if they can report the persons, we shall punish them. As to the Dutchmen who roam in the woods, we shall forbid them to do so, but if no *Maquas* brokers were employed, it would be easier to forbid it to the Dutch, and then the Indians could exchange their beavers unmolested wherever they pleased.

Anderies Herpertsen advises to give the Indians for answer that we shall write about it to the director general, as we did not know that the Dutch did them any harm, and if it happened that any harm was done to them,

they should report it and that the guilty persons would be punished.

Jan Verbeeck advises to give the Indians for answer that we shall forbid the Dutch to roam in the woods, and if they are molested in the woods by the Dutch that they must make complaint thereof to the officer.

[174] Sander Leendersen advises to give the Indians for answer that we shall forbid the Dutch henceforth to roam in the woods.

Rutger Jacobsen advises, in order to prevent outrages, that no Dutchmen be allowed to roam in the woods to fetch Indians, but that Indian brokers be employed, as the Indians greatly request and warn us against evil consequences in their proposals, and also to notify the Indians that the Dutch shall hereafter be forbidden to roam in the woods.

Frans Baerentsen Pastoor advises, in answer to the *Maquas's* complaint and warning, in order to avoid all outrages, to notify them that from now on no Dutchmen shall be allowed to roam in the woods.

Evert Jansen Wendel agrees with the above and, in view of the complaint of the *Maquas* which predicts a bad ending, advises that they be notified that no Dutchmen shall be allowed to roam in the woods anymore.

[175] The honorable court of Fort Orange and the village of Beverwijk, having heard the earnest complaints of the *Maquas*, being some sachems of the same, about the ill behavior toward them on the part of the Dutch, who on horseback go up and down in the woods and not only take away their beavers by force and carry them, leaving the Indians to run after them, but also knock and throw them around, as is shown more fully in the complaint of the said *Maquas* made to the court, which assaults and insults are contrary to the welfare and the peace of this place, and apparently would create war between us and the *Maquas*; therefore, their honors consider it their official duty to provide therein and have decided, as they decide hereby, to forbid all inhabitants of this place to go roaming in the woods as brokers to attract the Indians with beavers, under penalty of a fine of three hundred guilders and the suspension from the trade for this year.

Thus done in the session held at Fort Orange on the 28th of June 1660.

[176] Ordinary Session Held in Fort Orange
June 30, 1660

Present:

La Montagne
Anderies Herpert[sen]
Frans Barentsen
Jan Verbeeck
Evert Wendel

Albert Gijsbertsen, plaintiff, against Maria Goosens, defendant.

The plaintiff demands reparation of character because the defendant called the plaintiff a thief.

The defendant denies that she said it, as far as she knows, but on the contrary alleges that the plaintiff called her a whore, a pig, and a church thief.

The plaintiff produces an affidavit of two witnesses.

The honorable court orders the defendant to produce her witnesses on the next court day.

Cornelis van Sterrevelt, plaintiff, against Abraham Carpeyn, defendant.

The plaintiff demands payment of seven guilders, which he has caused to be attached in the hands of Harmen *Metselaer*.

The defendant admits the debt.

The honorable court declares the attachment valid.

Theunes Theunesen, plaintiff, against Anderies Herpertsen, defendant.

The plaintiff says that the defendant offered himself as surety for the person of Cornelis Pot for the sum of twenty-eight guilders.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded within the period of six weeks.

[177] Seeger Cornelissen, plaintiff, against Jan van Aken, defendant.

The plaintiff demands payment of three beavers for twenty sleigh-loads of manure.

The defendant admits the debt.

The court orders the defendant to pay the beavers in cash.

Mr. Gijsbert van Imborch, plaintiff, against Jan Meyndersen, defendant.

The plaintiff demands payment of five beavers for surgeon's fees in treating a gunshot through the arm.

The defendant acknowledges the treatment of the wound and with it the debt.

The honorable court orders the defendant to pay the plaintiff the beavers demanded within the space of six weeks.

Pieter Bosboom, plaintiff, against Daniel Rinckhoudt, defendant.

The plaintiff says that the defendant bought his cart and horse and demands that the purchase shall hold good.

The defendant admits that he bought the horse.

The court condemns the defendant to pay for the cart and horse and declares the purchase valid.

Daniel Rinckhoudt, plaintiff, against the wife of Jan Fransen, defendant.

The plaintiff demands payment of twenty-two beavers.

The defendant denies that she owes so much.

The court adjourns the case to the next court day.

[178] Tierck Claesen, plaintiff, against the wife of Jan Fransen, defendant.

The plaintiff demands payment by the defendant of five beavers, for which she became surety.

The defendant denies the debt and says that they settled with each other.

The court adjourns the case to the next court day and orders the parties to obtain a copy of the award of arbitrators who sat more than two years ago to decide the matter at issue between the parties.

Cornelis Wijnkoop, plaintiff, against

Default. Harmen Bastiaensen, defendant.

The plaintiff enters an attachment against Frans Baerentsen for three beavers belonging to the defendant.

The honorable court provisionally declares the attachment valid.

Nicolaes Maier, plaintiff, against Dirckien Harmensen, defendant.

The plaintiff demands payment of ninety-three beavers and six guilders in sewant.

The defendant declares that she does not know how much she owes.

The honorable court condemns the defendant to pay within the space of four weeks as upon liquidation and adjustment of accounts shall be found necessary, with costs.

[179] Adriaen Jansen van Leyden, plaintiff, against Wijnant Gerritsen, defendant.

The plaintiff, as attorney for the widow of Abraham Vosburgen,

deceased, complains that he can get no satisfaction from the contract and inventory according to the judgment rendered on the preceding court day.

The honorable court orders the marshall from this day, according to his commission, to execute the judgment and to take out of the defendant's house the saws and other tools that may serve to satisfy the inventory. Furthermore, Pieter Meesen and Reinier Wisselpenninck are authorized as impartial men to inspect the sawmill and after inspection to make a report of its fitness to be used for sawing. And all that shall be lacking shall be repaired at the expense of the defendant.

The officer, plaintiff, against Wijnant Gerritsen, defendant.

The plaintiff complains and says that the defendant has greatly slandered the honorable court by saying that their honors had rendered a false judgment. He produces an affidavit of three witnesses.

The defendant denies that he said it and says that he can produce other testimony.

The honorable court orders the defendant to bring proof of his assertion on the next court day.

[180] Pieter Meesen, plaintiff, against
Default. Philip Hendrickson, defendant.

The officer, plaintiff, against
Default. Klaes Beever, defendant.

Idem plaintiff, against
Default. Jan Gouw and Carel Jansen, defendants.

The wife of Jan Albers, plaintiff, against Witten Hendricksen, defendant.

The plaintiff demands payment of eight guilders in sewant for a pair of shoes.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the sum demanded.

The wife of Jan Albers, plaintiff, against Femmetien Albers, defendant.

The plaintiff demands of the defendant payment of six guilders, elèven stivers in sewant.

The honorable court orders the defendant to pay the plaintiff the sum demanded.

[181] Ordinary Session Held in Fort Orange
July 13, 1660

Present:

La Montagne
Andries Herperts
Jan Verbeeck
Frans Baerentsen
Evert Wendel

Albert Gijsbertsen, plaintiff, against
Default. Maria Goosens, defendant.

The honorable court having seen that the defendant does not appear, orders the defendant to produce her evidence on the next court day on pain of being deprived of her right.

Cornelis Wijnkoop, plaintiff, against Pieter Jacobsen Bosboom, defendant.

The plaintiff demands payment of six beavers for a piece of oats sold to him and has attached the same amount by Daniel Rinckhout.

The defendant admits the debt.

The honorable court declares the attachment valid.

Idem plaintiff, against
2d default. Harmen Bastiaensen, defendant.

Jan van Eckelen, plaintiff, against
Default. Jacob Teunesen and Willem Brouwer, defendants.

Pieter Meesen, plaintiff, against Philip Hendricksen, defendant.

The plaintiff says that the defendant has taken over [the obligation] on the part of Gijsbert Philipsen, deceased, to pay the sum of twenty-three beavers.

The defendant denies that he took over the debt, but says that he remained surety for Jan in Katskil*.

The honorable court orders the plaintiff to produce his evidence on the next court day.

[182] Arendt vanden Bergh, plaintiff, against Hendrick Gerritsen, defendant.

* Jan Andriessen, the Irishman

The plaintiff demands payment of three beavers.

The defendant, having failed to appear for the third time, is condemned by default by the honorable court to pay the plaintiff the beavers demanded.

Reynier Rijcken, plaintiff, against Willem Jansen Stol, defendant.

The plaintiff as attorney for Wouter Hendricksen Schoonhoven, residing at Amsterdam in Holland, demands the sum of one hundred guilders in Holland money and, in addition, half the profit made with the said money and produces a promissory note to that effect.

The defendant's wife, appearing before the honorable court, says that she knows nothing of the said debt, but acknowledges that the note is in the hand[writing] of her deceased husband.

The parties having been heard, the honorable court, seeing the defectiveness of the note and the exception taken by the defendant on account of her inability to pay, and the fact, as she says, that she received nothing from her husband, refer the parties to arbitrators to be chosen respectively with the consent of the plaintiff in order to settle the matter to the best of their knowledge.

Idem plaintiff, against Willem Martensen, defendant.

The plaintiff demands of the defendant payment of one hundred twenty-five guilders, seven stivers, in beavers, the same to be put on board free and without expense, and produces a promissory note thereof.

The defendant admits the debt and offers to pay the same in Holland upon sufficient surety.

The honorable court, having heard the parties, condemns the defendant to pay the plaintiff the sum demanded in beavers within the space of eight days.

[183] Goovert Loockermans, plaintiff, against Roelof Swardtwoudt, defendant.

The plaintiff demands payment of one hundred ninety guilders in beavers according to the bond and mortgage which he produces before the honorable court.

The defendant admits the debt and requests delay.

The honorable court, having heard the parties, orders the defendant to pay the plaintiff the sum demanded according to the bond within the space of eight days.

Dirck Jansen Croon, plaintiff, against Sander Leendersen, defendant.

The plaintiff demands payment of seventy-five beavers and 30

beavers' interest on the said sum.

The defendant admits the debt and promises to pay as soon as possible.

The honorable court condemns the defendant to pay the plaintiff the sum demanded within the space of three weeks, on pain of attachment.

Idem plaintiff, against
Default. Wijnandt Gerritsen, defendant.

Idem plaintiff, against
Default. Jan Michielsen, defendant.

Willem Telier, plaintiff, against
Default. Cornelis Theunesen and Jacob Tijssen, defendants.

[184] Daniel Verveelen, plaintiff, against Lambert van Valckenburgh, defendant.

The plaintiff [demands] of the defendant payment of twenty guilders in beavers.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded in beavers within the space of eight days.

Lambert van Valckenburch, plaintiff, against the wife of Evert *de Backer*, defendant.

The plaintiff complains and says that the defendant, without their knowledge and in the absence of himself and his wife, has taken shirts, cravats, and other goods out of a chest, among other things two cravats that belonged to the plaintiff.

The defendant admits having done it, but says that the goods belonged to Abraham Carpeyn.

The court orders the defendant to restore the goods, the action of the officer being served.

Daniel Rinckhoudt, plaintiff, against the wife of Jan van Hoesem, defendant.

The plaintiff demands payment by the defendant of the sum of three hundred four guilders in beavers and three hundred seventy-five guilders in sewant.

The defendant admits the debt, but says that she does not know how much.

The honorable court orders the plaintiff to give the defendant an account.

[185] Pieter Jacobsen Bosboom, plaintiff, against Daniel Rinckhoudt, defendant.

The plaintiff demands of the defendant payment for his horse sold to the defendant, on which a balance of two and a half *ankers* of brandy is due.

The defendant admits the debt, but says that it was agreed that he should pay one and a half *ankers* in the spring.

The honorable court, having heard the parties and also the plaintiff's offer to confirm the same under oath, condemns the defendant to pay the plaintiff the brandy demanded within the space of eight days.

Volckert Jansen enters an attachment against Davit Pietersen Schuyler for twenty beavers belonging to Gerrit Jansen Decker, at present in the fatherland.

The honorable court declares the attachment provisionally valid.

The honorable magistrates of this court, Sander Leendersen, Jan Verbeeck, Frans Baerentsen Pastoor, and Evert Jansen Wendel, are hereby authorized in these dangerous times to make an inspection of the woods and to fine all traders and Dutch brokers whom they shall find therein to have acted contrary to the latest posted ordinance.*

Done this 14th of July Anno 1660, in Fort Orange.

[186] Extraordinary Session Held in Fort Orange
July 15, 1660

Present:

Sander Leendersen
Jan Verbeeck
Frans Baerentsen
Evert Jansen Wendel

Johannes La Montagne, in his capacity as officer, plaintiff, against Poulis Jansen, defendant.

The plaintiff complains and says that the defendant, contrary to the latest ordinance, has ventured to go as a broker into the woods and to attract the Indians with beavers.

The defendant admits having been in the woods, but claims that he

* See LO, 378, for this ordinance.

went there to fetch blueberries.

The honorable court adjourns the case until the next court day.

Idem plaintiff, against Rutger Jacobsen, defendant.

The plaintiff says and complains that the defendant, contrary to the latest ordinance, has ventured to send his servant into the woods and to employ him as a broker to attract the Indians with their beavers, according to the report of the four magistrates who were authorized thereto.

The defendant denies it.

The honorable court adjourns the case to the next court day.

[187] Johannes la Montagne, in his capacity as officer, plaintiff, against Default. Willem Jansen Schut and Anderies Herper[sen], defendants.

Idem plaintiff, against Harmen Vedder, defendant.

The plaintiff says and complains that the defendant, contrary to the latest ordinance, has ventured to go into the woods to get Indians with beavers.

The defendant admits that he has been in the woods, but not with the intention of getting Indians with beavers.

The honorable court orders the defendant to declare the next court day under oath that he has not been in the woods with such intention.

Idem plaintiff, against Willem Brouwer, defendant.

The plaintiff says and complains that the defendant, contrary to the latest ordinance, has sent his servant into the woods and employed him there as a broker to get Indians with their beavers.

The defendant says that he sent his servant into the woods because Rutger Jacobsen told him at the house of Jurriaen Teunesen that he had been at the officer's house, who said that he did not wish to have anything to do with the matter. Also, that the defendant's wife again went to the house of Rutger Jacobsen and asked whether going into the woods was permissible? He answered, "I have already sent my servant into the woods. You can do as you like. Go to the officer and find out." He says further that he did not send his servant to get Indians, but only to see where his two Indian brokers were.

[188] The plaintiff persists in his demand and maintains that the defendant's excuse is not valid and that Rutger Jacobsen had no authority to give him permission contrary to the ordinance of the honorable court. As to the final excuse, that he sent his servant into the woods to look for the Indian brokers, he requests that the defendant purge himself under oath and that, in case of refusal, he be condemned according to the

ordinance, for the sake of expediting justice, as provided by the statutes of the city of Amsterdam.

The honorable court grants the defendant time until the next court day to purge himself under oath.

Idem plaintiff, against Cornelis Fijnhoudt, the servant of Marcellis,* defendant.

The plaintiff complains and says that the defendant has ventured to go into the woods, or has been sent there by his master, to get Indians.

The defendant admits having been in the woods, but says that he was not sent by his master to get Indians, but only to look for hogs.

Idem plaintiff, against Marcellis Jansen, defendant.

The plaintiff says that the defendant, contrary to the latest ordinance, has ventured to send his servant into the woods to get Indians with beavers.

The defendant denies that he sent his servant into the woods for such a purpose, but only to see if the servants of Rutger Jacobsen, Anderies Herpertsen, and Philip Pietersen were in the woods, and, on finding them, [189] to report the same at once. He offers to make oath thereon and to prove it.

The honorable court accepts the offer of the defendant to produce proof on the next court day.

Idem plaintiff, against Pieter van Alen, defendant.

The plaintiff says that the defendant sent Daniel Jansen into the woods and employed him as a broker to get Indians with beavers.

The defendant has under oath purged himself of the offense.

Idem plaintiff, against Philip Pietersen, defendant.

The plaintiff says that the defendant, contrary to the latest ordinance, has ventured to send his servant, Jacob Loockermans, into the woods and to employ him as a broker to get Indians with beavers.

The defendant denies that he sent his servant into the woods for such a purpose, but [says that he sent him] only to see what sort of Dutchmen were in the woods and what they did there. Not finding any, he was to come back immediately. He offers to prove this.

The honorable court orders the defendant to prove his statements on the next court day.

Idem plaintiff, against Adriaen Jansen van Leyden, defendant.

* Marcellis Jansen

The plaintiff says that the defendant, contrary to the latest ordinance, has sent his servant into the woods and has employed him as a broker to get Indians with beavers.

[190] The defendant admits it, but declares that he did not know but that everyone was free to go into the woods as the servants of Rutger Jacobsen, Anderies Herpertsen, and Philip Pietersen openly went into the woods.

The plaintiff persists in his demands and maintains that the defendant's excuse is not valid, as [permission] was not published or posted and that one should not sin on account of the example of others.

The honorable court, taking the excuse of the defendant into consideration, adjourns the case to the next court day.

[191] The honorable director general of New Netherland and the magistrates, having heard and examined the complaints respecting going into the woods and the outrages resulting therefrom, have been as yet unable to discover any better expedient than to renew and maintain the ordinances heretofore enacted on that subject, namely:

That no one, of whatever nation or capacity he may be, shall directly or indirectly send any Christians or Indians as brokers into the woods, either with or without presents, to fetch or entice any Indians, under the penalty of the fine heretofore provided and inserted in previous ordinances.

Secondly, no one shall be allowed to take from the Indians, whether in the woods, without or within the settlements, houses or places, any beavers, to carry them for the Indians on horses, carts, or on their backs, under penalty of a like fine.

Thirdly, if it should come to pass that any Indians, whether voluntarily, or induced thereto by other Indians, should come with their peltries into any houses, either without or within the settlement of Beverwijck, Fort Orange, or the colony of Rensselaerswijck, no person, of what nation or quality he may be, shall take away or lock away the peltries of such Indians against their will, much less [192] impede, prevent, or hinder the Indians from going with their peltries where they please; and although they had either given themselves, or caused others to give any presents for the peltries, such gifts or presents shall not only remain forfeited for the benefit of the Indian, or Indians, who may have received them, but they shall, in addition, forfeit twenty-five pounds Flemish for the officer who enforces and executes this ordinance.

Fourthly, and lastly, the ordinance and regulation heretofore enacted by the director general and council aforesaid respecting the sale, giving, or presenting of wine, brandy, strong liquor, or beer to the Indians, is

hereby renewed, and the *schouts* and officers of the village of Beverwijck, as well as of the colony of Rensselaerswijck, are hereby ordered and commanded to enforce and to execute this and the previously enacted ordinances, orders and regulations more strictly, as they ought to be, and in case they lack sufficient evidence against the contraveners who may be arraigned before the respective courts, the magistrates of the court respectively may upon probable indication oblige the defendant to purge himself under oath, and if he refuse, condemn him according to the exigency of the case. Thus done in Fort Orange, this 22d day of July Anno 1660. Was signed: P. Stuyvesant.

[193] Propositions Made to Us by the *Sinnekus* in Fort Orange, the 25th of July 1660

Present:

The Hon. General Petrus Stuyvesant and
the gentlemen of both the courts here

First, they say, that it is now some years past since they were at the Mannhattans and brought presents there, without having received any return for it, not even a pipeful of tobacco; whereupon they give three beavers.*

Second, they say that a year or two ago they requested that they might receive a blanket and a piece of cloth for one beaver, to which they got no other answer than that we would tell them when the ships came; whereupon they give three beavers.

Third, "We only make a little request of you and yet in asking this it is as if we ran against a stone." They thereupon give three beavers.

Fourth, they say, "When we were at the Mannhattans, we concluded our

* A large group of *Sinneken* appeared at Manhattan in 1656. They brought 4000 beaver pelts to trade for guns and ammunition. Their petition to establish a trading house at Nederhorst opposite Manhattan across the Hudson River was an attempt to circumvent the Mohawk, who controlled access to Fort Orange. Stuyvesant forwarded this appeal to Amsterdam where it was eventually denied by the WIC directors. See "Bontemantel Papers," 522/1 at NYPL and NYCD, 14:373.

friendship and bound ourselves together with a chain, and this is only for a renewal of it." They give thereupon three beavers.

Fifth, they say, "Let us be of one mind, and when you ask something of us, we shall in turn listen to you." They thereupon present three beavers.

Sixth, they say, "We are now engaged in a difficult war* and we can get no powder or lead unless we have beavers, and a good soldier ought to have powder and lead for nothing." They thereupon give three beavers.

[194] Seventh, they say, "We thank you for all that we now receive as a gift, caps, stockings, shoes, shirts, and breechclouts." They thereupon give two beavers.

Eighth, they say, "Now, once more a large group of *Sinnekus* will come and ask that they may barter their beavers at their pleasure and not be locked up by the Dutch, but be allowed to go with their beavers where they please and not be beaten when they want their beavers to trade at another place." They thereupon give three beavers.

Ninth, they say, "You have taken us, both *Maquas* and *Mahikanders*, with you to the peace [conference] in the Esopus. Now you ought to restore the captured Indians of the Esopus."† They thereupon give two small beavers.

Tenth, "We are quite content that you have made peace with the Esopus Indians. We sometimes have to use the road also. It is very good that brothers live together in peace."

Eleventh, they say, "You are essentially the chiefs of the entire country, to whom we all look up. We have asked to have a piece of cloth for one beaver, 50 hands of sewant for one beaver and 30 double handfuls of powder for one beaver. You have slept until now, therefore we now wake you up again." They thereupon give three beavers.

12th, they say, "We have great trouble in getting the beavers through the enemy's country. We request therefore much powder and lead, for if the

* Reference is to the *Sinneken's* war with the Susquehannock or *Minquaes* west of the Delaware Valley, and possibly with the French and their Indian allies for control of the fur trade.

† During the First Esopus War eleven Indian captives were sent to Curaçao to work with the Negroes in the service of the company. It was hoped that this would keep the Indians in line. In 1661 two of the Indians were returned to demonstrate a reward for good behavior.

enemy defeats us, where can we then catch beavers?" They thereupon give two beavers.

[195] 13th, they say that they request that it may from now on be settled here that they can get 30 hands of black sewant for one beaver. They thereupon give two beavers.

14th, they say that they request that they may from now on have 60 hands of white sewant for one beaver. They thereupon give two beavers.

15th, they say that sometimes when they are in a trader's house and they wish to go to another man's house to buy goods that appeal to them they are severely beaten till they hardly know where their eyes are. That ought not to be and everyone ought to be free to go where he pleases to buy the goods that suit him. They thereupon give two beavers.

16th, they say, "We have requested that the Dutch would not beat us any more. This you must now forbid the Dutch, so that we may smoke tobacco in peace. If you now buy two beavers' worth of tobacco, you can smoke and think over everything. We expect to come next year with all the chiefs to hear what you have to say. This is only to arouse you for the present, but then we shall state everything thoroughly." They thereupon give two beavers.

17th, they say, "The Dutch are sending so many brokers into the woods from one house, that they do not know where to go with their beavers. Each house ought to have something. They, that is to say, the brokers, pull one this way and that, so that one does not know where to go. That should not be tolerated, but each house ought to have something." They thereupon give one beaver.

18th, they say, "The French Indians will visit the *Mahikanders* at the Cahous.* They greatly bewail this. And as you are bound to them with a chain, you ought to be sad also." They thereupon give one beaver.

19th, they request that the honorable general warn all the Dutchmen not to beat the Indians anymore; otherwise, the Dutch say that they know nothing about it. And that they may go with their beavers where they please, without being beaten. Whereupon they give one beaver.

* Cohoes Falls, near the mouth of the Mohawk River

[196] Answer to the Propositions Made by the Chiefs of
the *Sinnekus*, Dated July 26, 1660

First, it is true that our brothers two or three years ago were at the Manhattans and made a treaty of friendship with us, which we shall always maintain, as we have done so far and always will, and as the tobacco was forgotten at that time, we give them now a roll of tobacco, so that when they return to their country they may remember their friendship and keep it as firmly as if it were bound with a chain.

Brothers, we have made peace with the Esopus Indians at the request of the *Maquas*, the *Mahikanders*, and others of our friends so that they may use the roads and rivers. We now give you the axes, which we now discard, and you are charged not to kill any horses or cattle when you go away from here.

Our brothers, the *Sinnekus*, have thanked us because we have made peace with the Esopus Indians. We now, in turn, request them to make and keep peace with the *Maquas*, so that we may also use the road freely and safely there as the brothers do here among us.

As our brothers complain that they cannot get much powder, we give them now a keg full of powder, but they must not use it against our brothers, the *Maquaes*, but against their enemies, who dwell far away, where they must fetch their beavers.

[197] The brothers complain that their beavers are locked up when they come into our houses. We prohibited our people to do so three days ago, so that the brothers may go with their beavers where they please.

Brothers, if any Dutchman beats you, come to the sachems and make a complaint thereof, or if any of the Dutch keep your beavers or lock them up, we shall see that you get them back.

Brothers, it is well that everybody goes with his beavers where he likes and no brokers shall hereafter be sent and everybody may go with his beavers where he likes and you are directed not to listen to any broker, but strike them on the head, so that one cannot see where their eyes are.

The request of the brothers to give so much cloth or sewant for one beaver, the Dutch cannot do, as it has to come far across the water.

[198] Extraordinary Session Held in Fort Orange
July 28, 1660

Present:

La Montagne
Sander Leendersen
Jan Ver Beeck
Frans Baerentsen Pastoren
Evert Jansen Wendel

Jan Jacobsen, plaintiff, against Arent Isacksen, defendant.

The plaintiff demands of the defendant 12 whole beavers for goods received, with interest of 8 beavers for 11 months, together with the costs of the suit.

The defendant admits the debt, but says that he owes no interest, nor is he liable for the costs of the suit, as it was brought against his will.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff the 12 beavers demanded, four of them in cash according to his promise and the remaining eight in the space of three weeks, on pain of attachment and of being then, in case of failure to pay, liable for the costs of the suit.

Whereas the magistrates of Fort Orange and the village of Beverwijck have again and again pointed out to us the great expenses paid and incurred by them with our previous knowledge in setting off this place with a plank fence against any sudden attack by barbarians and other expenses incurred in repairing the bridges and otherwise, whereby the treasury is considerably depleted and many persons are still unpaid for their materials, it is decided to replenish the same by levying a tax of three guilders on every chimney. Having asked our approval and ratification thereof, we hereby order and charge all inhabitants within the limits of the settlement* to pay the chimney tax on pain of attachment.

Actum in Fort Orange, July 25, 1660.

Was signed:

P. Stuyvesant.

* *binnen de bij een wooninge*; note that *Bijeenwoonhingh* was the early name for the settlement established north of Fort Orange by the directors of Rensselaerswijck.

[199] Ordinary Session Held in Fort Orange
August 3, 1660

Present:

La Montagne
Anderies Herpertsen
Sander Leendersen
Jan Ver Beeck
Rutger Jacobsen
Frans Baerentsen Pastoor
Evert Jansen Wendel

Dirck Jansen Croon, plaintiff, against Davidt Pietersen and Gijsbert Jansen, defendants.

The plaintiff, as overseer of a common well, asks of the defendants payment of *f*25 each for the making of the same.

The defendants say that they are not liable, as they have not been consulted in the matter.

The honorable court, having heard the parties, condemns the defendants to pay the plaintiff the sum demanded, since they agreed to board the workmen.

Reynier Rijcken, plaintiff, against Willem Jansen Stol, defendant.

The plaintiff complains that the defendant will not submit to the judgment to decide the matter with arbitrators.

The honorable court refers the parties to the previous judgment.

Jan Roeloffsen, plaintiff, against
1st Default. Hendrick Gerritsen, defendant.

Albert Gijsbersen, plaintiff, against
2d default. Maria Goosens, defendant.

Eldert Gerbersen, plaintiff, against Samuel *de Hoedemaecker*,* defendant.

The plaintiff says that he delivered to the defendant 100 garret planks at 30 stivers apiece and that in the year 1658 he also received a barrel of meat for 5 beavers and a barrel of mackerel for 3 beavers, according to the letter written to him.

[200] The defendant says that he sold the meat to the plaintiff for 6

* hat maker

beavers and the mackerel for 4 beavers.

The honorable court, having heard the parties, condemns the defendant to pay the plaintiff for the said planks in sewant, provided that the plaintiff in return be held to pay for the meat and the mackerel according to the written notice.

Daniel Verveelen, plaintiff, against Willem Brouwer, defendant.

The plaintiff demands of the defendant payment of *f*6 in beavers and *f*12 in sewant.

The defendant's wife, appearing before the court, admits the debt.

The honorable court orders the defendant to pay the plaintiff the sum demanded within the space of 14 days.

Idem plaintiff, against

Default. Roelof Swardtwoudt and Meyndert Fred[ricksen], defendants.

Idem plaintiff, against

Pieter Bronck, defendant.

The plaintiff demands of the defendant payment of 4 whole beavers.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the sum demanded within the space of eight days.

Pieter Meesen, plaintiff, against

Default. Philip Hendricksen, defendant.

[201] Jan van Eeckelen, plaintiff, against

Jacobus Theunesen, defendant.

The plaintiff demands of the defendant payment of *f*36:— for bread received, of which he received on account two *schepels* of wheat and one-half beaver.

The defendant admits that he owes the plaintiff something, but not as much as the plaintiff claims, but only eighteen guilders, three stivers for white bread as well as coarse bread.

The honorable court condemns the defendant to pay the plaintiff in cash the acknowledged sum of *f*18:3. As to the balance of the amount, the parties are referred to further evidence of accounts.

Extraordinary Session Held in Fort Orange
August 4, 1660

Present:

Sander Leendersen
Jan Verbeeck
Rutger Jacobsen
Frans Baerentsen
Evert Wendel

Isaack de Haen, plaintiff, against Jacob Tijssen, defendant.

The plaintiff says and complains that the defendant [alleged that the plaintiff] brought in a false account and kept book falsely. He produces affidavits of four witnesses and demands reparation of honor.

The defendant admits having said that the plaintiff had rendered a false account, but not that he had spoken of false bookkeeping, and refers to the witnesses mentioned below.

There appeared before the honorable court, Sijmon Jansen, Walraef Klaerhout, and Jan Hendricksen Bruyn, who declared at the request of Jacob Thijsen that they heard Jacob Thijsen say that the account, which the plaintiff had rendered to the defendant, was false, but that they did not hear him speak of false bookkeeping.

[202] The honorable court, having heard the parties and witnesses on both sides and also examined the account in question, and having found no mistake in the said account which the defendant could point out, find the defendant guilty of having rashly accused the plaintiff of fraudulent bookkeeping and therefore fine the defendant *f*28 and forbid him, on pain of greater penalty, to repeat such accusations.

Johannes La Montagne, in his capacity as officer, plaintiff, against Philip Hendricksen, defendant.

The plaintiff says that the defendant has committed great insolence in having during the night, in returning from guard duty, cut Gerrit Visbeeck with his cutlass in the arm, in such a way that the same was half off and lamed, as appears from the affidavits of three witnesses, which the plaintiff produces, as also from the report of *Mr.* Jacob, the surgeon, that the last three fingers are lame and that the patient is in danger from some symptoms, which might cause his death. He requests justice in the matter.

The defendant admits the deed, but says that he was forced to it because he [the plaintiff] attempted to take his gun from him and

undertakes to prove it.

The honorable court adjourns the case to the next court day.

[203] Extraordinary Session Held in Fort Orange
August 13, 1660

Present:

Johan Verbeeck
Frans Baerentsen
Evert Jansen Wendel

Johannes La Montagne, in his capacity as officer, plaintiff, against Adriaen Jansen van Leyden, defendant.

The plaintiff says that the defendant, contrary to the ordinance issued by the hon. director general and council of New Netherland, has ventured to send an Indian into the woods as a broker to fetch Indians with beavers. Having met an Indian woman with beavers who wished to go to the house of Volkert Jansen, the Indian broker enticed her by presenting her with a string of black sewant and brought her to the defendant's house. Being there, she refused to trade and insisted on going to Volckert Jansen's, whereupon her beavers were retained and she was pushed outdoors by the defendant's servant, the door being then locked. The Indian woman made a complaint to the plaintiff, who went to the defendant's house and ordered him to restore the Indian woman's beavers, which the defendant's wife refused to do. Finally, they forced the Indian woman to trade her beavers at their house. He requests therefore that the defendant be fined the amount mentioned in the ordinance.

The defendant denies that he sent brokers into the woods and also that he retained the Indian woman's beavers by force.

[204] The plaintiff requests that the defendant be subjected to the following interrogatory, to wit:

Whether it is not true that he himself, through his wife, or otherwise, has given an Indian a black string and a portion of black sewant and some *canotiens*,* for brokerage?

Answer, He requests to have a copy, to make reply on the next court day.

The officer protests and maintains that he must answer at once, yes or

* possibly an attempt at *cadeautjes*, meaning "little gifts"

no, according to the best of his knowledge.

The honorable court orders the honorable plaintiff to deliver to the defendant copies of the documents to make answer thereto on the next court day.

Gerrit Swardt, *schout* of the colony of Rensselaerswijck, enters an attachment against the person of Carel Jansen, and requests that he not be allowed to depart until he makes satisfaction of one beaver.

The honorable court orders *fiat*.

[205] Extraordinary Session Held in Fort Orange
August 25, 1660

Present:

Anderies Herpertsen
Sander Lendersen
Jan Verbeeck
Rutger Jacobsen
Frans Baerentsen
Evert Jansen Wendel

Johannes La Montagne, in his capacity as officer, plaintiff, against Default. Hendrick Anderiesen, defendant.

The plaintiff complains that Hendrick Anderiesen, defendant, on the 23d of this month, in violation of public law and the freedom of the public streets, without a word of altercation, beat and maltreated Lijsbet, the wife of Gerrit Bancken,* who was pregnant, with his fists and kicked her. And whereas such excesses in a place where justice prevails cannot be tolerated, the plaintiff, after investigation of the matter, has caused the defendant to be cited to appear before the honorable court and in case of default he requests that he may arrest and detain the delinquent in order to proceed against him for cost and injuries, according to law.

The honorable court, on the complaint of the officer and the presentation of the affidavits in regard to the person of Henrick Anderiesen, order the officer in accordance with his request to place the defendant in confinement.

The curators of the estate of Dirrick Bensich, deceased, plaintiffs, against

* Elisabeth Dirckse van Eps

Lambert van Neck, defendant.

The plaintiffs demand of the defendant payment of 32 or 33 beavers, according to the contract of sale.

The defendant admits the debt, but says that he can not pay at present.

The honorable court orders the defendant to pay the plaintiff the beavers demanded within the space of 14 days.

[206] Extraordinary Session Held in Fort Orange
September 1, 1660

Present:

La Montagne
Anderies Herpertsen
Sander Leendersen
Jan ver Beeck
Rutger Jacobsen
Frans Baerentsen Pastoor
Evert Jansen Wendel

Theunis Pietersen Tempel, plaintiff, against Jacob Thijsen, defendant.

The plaintiff asks of the defendant payment of the sum of one hundred two guilders, eight stivers, in beavers.

The defendant's wife,* appearing before the court, exhibits an account amounting to one hundred seventeen guilders, 14 stivers, which the defendant says the plaintiff received.

The plaintiff replies that 7 beavers in his custody are chargeable to the account of the defendant's boy, named Johannes, to pay for his board.

The defendant's wife rejoins, saying that she gave the 7 beavers in part payment of the plaintiff's account and not on account of the boy.

The honorable court adjourns the case to the next court day, until the arrival of the defendant.

Gerrit Bancken, plaintiff, against
Default. Adriaen Appel, defendant.
Default. Jan van Eeckelen, defendant.

Eva Rinckhouts, plaintiff, against
Default. Claes van den Bergh, defendant.

* Anna Hals

Theunes Spitsbergen, plaintiff, against Rutger Jacobsen, defendant.

The plaintiff asks of the defendant payment of 100 beavers, which he says he loaned the defendant at interest.

[207] The defendant denies the debt and says that he owes the plaintiff no more than about twenty-seven or thirty beavers.

The plaintiff exhibits a promissory note for the sum of 100 beavers to be paid by the defendant.

The defendant offers to present a counterclaim.

The honorable court binds the parties over to the next court day.

Hendrick Anderiesen and Cornelis Wijnkoop, plaintiffs, against Claes Ripsen, defendant.

The plaintiffs ask of the defendant payment of the sum of twenty-five beavers and 6 guilders, with interest thereof, arising from the purchase of a house and lot.

The defendant refuses to pay, for the reason that the plaintiffs failed to deliver to him the ground belonging to the lot, according to the contract of sale, as it was sold at auction.

The honorable court, having heard the parties, orders the defendant to pay the plaintiffs the sum demanded, provided that the plaintiffs shall be held to deliver to the defendant the aforesaid ground according to the contract, or otherwise according to the estimate of arbitrators, who are to estimate the ground that is lacking.

Jan Daret, plaintiff, against Reynier Wisselpenninck, defendant.

The plaintiff demands of the defendant payment of thirty-nine beavers, on account of the purchase of a house at present occupied by the defendant.

The defendant admits the debt.

The honorable court refers the parties to the previous judgment on the 2d of May 1660.

[208] Adriaen van Ilpendam, plaintiff, against Lambert van Valkenburch, defendant.

The plaintiff asks of the defendant payment of f6[] in beavers.

The defendant's wife, appearing, admits the debt.

The honorable court, having heard the parties, orders the defendant to pay the plaintiff the sum demanded within the space of 6 weeks.

Idem plaintiff, against

Default. Teunes Cornelissen, defendant.

Idem plaintiff, against Gillis Pietersen, defendant.

The plaintiff demands of the defendant payment of ten and a half beavers and 12 stivers, on account of school money.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the beavers demanded within the space of 6 weeks.

Idem plaintiff, against Pieter Loockermans, defendant.

The plaintiff demands payment of two beavers for one year's school money.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the beavers demanded within the space of six weeks.

Idem plaintiff, against

Default. Willem Brouwer, defendant.

[209] The officer, plaintiff, against Lambert van Neck, Jan Daret, and Jurriaen Jansen, defendants.

The honorable plaintiff asks that the defendants swear to their affidavits given on the 5th of August 1660 against Philip Hendricksen. Which they did, but they could not be confronted with Philip Hendricksen, on account of his being in default.

Ordinary Session Held in Fort Orange September 8, 1660

Present:

La Montagne
Anderies Herpertsen
Jan ver Beeck
Frans Baerentsen
Evert Jansen Wendel

Tierck Claesen, plaintiff, against Volcien van Hoesem, defendant.

The plaintiff demands payment of 5 beavers.

The honorable court refers the parties to the previous judgment of June 30.

Pieter Adriaensen, plaintiff, against

2d Default. Geertruy van den Bergh, defendant.

Aerent Pietersen Tack, plaintiff, against Cornelis Teunesen, defendant.

The plaintiff asks payment and settlement of accounts.

The honorable court orders that the documents of the parties be submitted to two magistrates, authorizing the Hon. Rutger Jacobsen and Frans Baerentsen Pastoor to examine and render decision in the matter.

Johannes La Montagne, in his capacity as officer, plaintiff, against Philip Hendricksen, defendant.

The plaintiff complains as before that the defendant insolently wounded and lamed Gerrit Visbeek, as appears from the affidavits produced and sworn to in the presence of the honorable court. He requests therefore right and justice.

The defendant requests that his affidavits may be presented in court.

[210] The honorable court orders that the defendant may appear in the fort and have his affidavits sworn to before two magistrates.

Idem plaintiff, against
Default. Jurriaen Theunesen, defendant.

Idem plaintiff, against Marcelis Jansen, defendant.

The plaintiff says that the defendant, contrary to the placards and ordinances of the states general, has ventured to lay in a half barrel of good beer without a permit from the farmer of the excise.

The defendant says that he paid the excise to Jan Cornelesen, who let him bring in the beer, and he produces an affidavit that the beer was brought into his house without his knowledge.

The honorable court orders the plaintiff to submit further evidence on the next court day.

Idem plaintiff, against Matthias Janssen, defendant.

The plaintiff says that the defendant, contrary to the ordinance of the director general and council, met at the gate an Indian, whom he had caused a broker to fetch out of the woods and had given him presents.

The defendant says that the Indian came to his house alone and that he made an agreement with him. That, thereupon, he went with the Indian to the gate, where the Indian had his beaver, and that the Indian asked him to do so.

The honorable court, having heard the parties, orders the parties to submit their evidence on the next court day.

[211] Ordinary Session Held in Fort Orange
September 14, 1660

Present:

Anderies Herpertsen
Jan Verbeeck
Frans Baerentsen Pastoor
Evert Jansen Wendel

Johannes La Montagne, in his capacity as officer, plaintiff, against Lambert Albersen van Neck, defendant.

The plaintiff complains, according to his complaint delivered in writing, that the defendant offered resistance to the court [officer] in regard to the collection of the chimney tax.

The defendant says that he offered resistance because he would not allow his property to be carried out of the house.

The honorable court orders the honorable plaintiff to furnish the defendant with a copy of his complaint, to make answer thereto on the next court day.

Idem plaintiff, against Jurriaen Theunesen, defendant.

The plaintiff says and complains that the defendant, on the 23d of August last past, did not hesitate to beat some of the magistrates at the house of *Juffrouw* Dijkmans and furthermore to abuse the honorable court, according to the affidavits thereof, which the plaintiff produces. He demands, therefore, that the defendant be arbitrarily punished.

The defendant says that he knows nothing about it, as he was very deeply intoxicated.

The honorable court, having examined the affidavits and heard the complaint of the plaintiff and the answer of the defendant, condemns the defendant to pay a fine of thirty guilders and the costs of the suit.

[212] *Idem* plaintiff, against
Default. Marcelis Jansen, defendant.

Idem plaintiff, against
Default. Adriaen Jansen van Leyden, defendant.

Idem plaintiff, against
Default. Cornelis Theunesen Bosch, defendant.

The plaintiff complains and says that the defendant, contrary to the latest ordinance, has ventured to send his servant into the woods and to

employ him there as a broker to fetch Indians with beavers.

Idem plaintiff, against Hendrick *de Backer*, defendant.

The plaintiff, as attorney for Gerrit Swardt, *schout* of the colony of Rensselaerswijck, says that the defendant on the 5th of August, being a Sunday, did not hesitate to cart a load of hay at the third ringing of the bell, which is contrary to the law of God and the ordinance of the supreme authorities. On account of which the said honorable *schout* has fined the defendant *f*12, according to the ordinance. He demands therefore that the defendant be fined the aforesaid amount.

The honorable court condemns the defendant to pay a fine of twelve guilders, according to the ordinance, and costs.

[213] Michiel Tades, plaintiff, against Baltus Jacobsen, defendant.

The plaintiff demands of the defendant payment of one thousand seven hundred fifty guilders on account of the purchase of ten head of cattle.

The defendant claims that he owes not more than one thousand six hundred fifty guilders.

The plaintiff replies and exhibits a bill of sale, signed by the defendant, bearing the sum of *f*1750.

The defendant says that he signed the bill of sale by mistake and that he did not know any better.

The honorable court orders the defendant to pay the plaintiff the sum of *f*1650, which he acknowledged, in cash. As to the one hundred guilders in dispute, the parties are referred to the Manhattans, as the purchase took place there and the defendant says that he has further proof there.* Decision as to the costs of the suit is reserved until judgment in the case.

Willem Theunesen, plaintiff, against Baltus Jacobsen, defendant.

The plaintiff demands of the defendant payment of two beavers for goods received.

The defendant admits the debt, but says that he has a counterclaim of twelve guilders for freight and house rent.

The honorable court, having heard the parties and the testimony of Michiel Tadas, orders the defendant to pay the plaintiff the sum of two beavers demanded in cash.

[214] Arent Pietersen Tack, plaintiff, against Cornelis Teunesen Bosch, defendant.

* See *RNA*, 3: 228, for the disposition of this case at Manhattan.

The plaintiff demands of the defendant payment of 9 beavers, which the defendant has agreed to pay for Jochim Kitteleyn.

The defendant says that he has not agreed to pay the debt, but that he is held as surety and that the plaintiff must first call upon the person of Jochim Kittelheym and that on his failure to pay, he, the defendant, shall be held to pay.

The plaintiff undertakes to prove that the defendant has agreed to pay the debt.

The honorable court adjourns the case until the next court day, when the plaintiff is to produce his evidence.

[215] Ordinary Session Held in Fort Orange
September 28, 1660

Present:

La Montagne
Anderies Herpertsen
Sander Leendersen
Frans Baerentsen
Evert Wendel

Cornelis Wijnkoop, plaintiff, against
Default. Claes Ripsen, defendant.

Meester Adriaen, plaintiff, against
Default. Willem Brouwer and
Cornelis Teunesen Bosch, defendants.

Gerrit Bancken, plaintiff, against
Default. Jan van Eeckelen, defendant.

Gillis Pietersen, plaintiff, against
Default. Baerent Meyndersen, defendant.

Eldert Gerbersen, plaintiff, against
Default. Jacob Thijsen, defendant.

Cornelis Bogardus, plaintiff, against
Default. Jan van Breemen, defendant.

Willem Teller, plaintiff, against Jacob Thijsen van der Heyden and Cornelis Theunesen Bosch, defendants.

The plaintiff asks of the defendants reparation of honor, as the defendants called him a defamer, saying that the plaintiff robbed them of their reputation. He requests that the defendants prove it.

The defendants ask time until the next court day.

The honorable court grants the defendants time until the next court day to prove their charges.

Dirckien Martensen, plaintiff, against Jochim Kittleheym, defendant.

The plaintiff complains that the defendant kept a wagon of hers and that, in addition, the defendant's wife* beat her. She asks for justice in the matter.

[216] The defendant's wife, appearing before the court, admits that she beat the plaintiff because the plaintiff called her names, but she says that she found the wagon in the river.

The honorable court, having heard the parties, gives them time until the next court day to present their evidence.

Aert Pietersen Tack, plaintiff, against Cornelis Theunesen Bosch, defendant.

The plaintiff asks, as on the preceding court day, payment of nine beavers and, according to the order of the honorable court, exhibits affidavits of Leender Philipsen and Cobus Theunesen that the defendant absolutely agreed to pay the debt. He furthermore claims three guilders, twelve stivers for costs of this suit.

The defendant says that the honorable court knew everything about the matter.

The honorable court orders the defendant to pay the plaintiff the 9 beavers and costs within the space of eight days.

Eva Rinckhouts, plaintiff, against
2d default. Claes van den Bergh, defendant.

Harmen Idesen, plaintiff, against
Default. Hendrick Gerritsen, defendant.

Johannes La Montagne, in his capacity as officer, plaintiff, against Philip Hendricksen, defendant.

The plaintiff says that the defendant must make answer according to the last order of the honorable court.

* Anna Willems

[217] The defendant says that he asked the officer for delay, as he cannot get ready so soon. He says that he will have his case ready in the space of eight days.

The honorable court grants the defendant time until the next court day to reply to everything.

The court, having examined the documents delivered to them by Rutger Jacobsen and Frans Baerentsen Pastoor, magistrates authorized to examine the accounts between Daniel Rinckhout and Jan Fransen van Hoesem, order Jan Fransen van Hoesem to pay Daniel Rinckhout according to the decision of the authorized magistrates the sum of thirteen guilders in beavers and two hundred ten guilders, eleven stivers, in sawant, in the space of fourteen days, the costs to be paid by both parties.

[218] Ordinary Session Held in Fort Orange
October 16, 1660

Present:

La Montagne
Anderies Herpertsen
Jan Verbeeck
Frans Baerentsen
Evert Wendel

Cornelis Wijnkoop, plaintiff, against Claes Ripsen, defendant.

The plaintiff asks payment of the balance of the last payment for his house and lot.

The defendant says that he has not had complete satisfaction as regards the lot, which lacks thirty inches in width.

The honorable court, having heard the parties and the report of the referees chosen thereto by the parties and considering the slight difference, which amounts to not more than one beaver, orders the plaintiff to come down one beaver in the sum demanded and condemns the defendant to pay the balance in cash, each party to pay one-half of the costs.

Carsten Claesen, plaintiff, against
Default. Cornelis Theunesen Bosch, defendant.

Pieter Gillesen, plaintiff, against Jacob Thijsen, defendant.

The plaintiff, as attorney for Theunes Tempel, demands of the defendant payment of 7 beavers, heretofore in dispute, as is to be seen by the minutes of the previous court day, being the 7th of September 1660.

The honorable court adjourns the case until the arrival of Theunes Tempel from *patria*.

[219] Jan Anderiesen de Graef, plaintiff, against Theunes Cornelessen, defendant.

The plaintiff demands of the defendant payment of 15 good whole beavers, according to the promissory note.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the beavers demanded in cash.

Lourens Sachariassen, plaintiff, against Baltus Jacobsen, defendant.

The plaintiff asks of the defendant payment of *f*3 in sewant.

The defendant admits the debt, but says that he paid to Lijsbet Thijsen on account of the plaintiff.

The honorable court orders the defendant to pay the plaintiff the sum demanded in the space of 24 hours and to apply to Lijsbet Thijsen for recovery of the amount.

The curators of the estate of Harmen Jacobsen, deceased, plaintiffs, against Willem Boudt, defendant.

The plaintiffs demand of the defendant payment of *f*86:5 according to the book of Harmen Bamboes, deceased, arising from excise duty. They further sue for damages and interest.

The defendant denies that he owes any excise money and undertakes to prove it, but admits that he owes the aforesaid Bamboes, deceased, a personal bill for grain.

The court orders the defendant to prove on the next court day that he does not owe any excise money and also to give information in regard to the acknowledged bill for grain.

[220] The curators of the estate of Harmen Jacobsen, deceased, against Femmetien Albers, defendant.

The plaintiffs demand of the defendant payment of three hundred ninety-two guilders, six stivers.

The defendant denies the debt and says that she paid Harmen Jacobsen, deceased.

The court orders the defendant to prove her assertion on the next court day.

Idem plaintiffs, against
 Default. Hendrick Gerritsen,
 Theunes Slingerlant, and defendants.
 Cornelis Vosch,

[221] Ordinary Session Held in Fort Orange
 December 7, 1660

Present:

La Montagne
 Anderies Herpertsen
 Frans Baerentsen
 Jan ver Beeck
 Evert Wendels

Jan Hendricksen de Bruyn, plaintiff, against Jannetien, the wife of Evert *de Backer*, defendant.

The plaintiff states that the defendant has said that he had smashed her windows, which he absolutely denies, and that she on that account called him a disturber of the peace and a roving bandit, and produces affidavits thereof.

The defendant acknowledges that she called the plaintiff names, but says that the plaintiff called her a whore.

The plaintiff is ready to acknowledge that he called her a whore, upon condition that the defendant prove that he was a disturber of the peace.

Jan van Aken, appearing before the court, says that he heard Jannetien say, "I called Jan Hendricksen Bruyn a disturber of the peace and a roving bandit."

The honorable court, having heard the parties and the affidavits and the oral testimony of Jan van Aken, condemns the defendant for her abusive language to pay a fine of two pounds Flemish for the benefit of the poor.

Jan Anderiesen *Kuyper*, plaintiff, against
 Default. Jan Jansen Ouderkerck, defendant.

Anderies de Vosch, plaintiff, against
 Default. Wijnandt Gerritsen, defendant.

[222] Anderies de Vosch, plaintiff, appearing in court, requests by virtue of the judgment which he has against Jan van Breemen, a warrant

to levy on the money of Jan van Breemen which he attached in the hands of Eldert Gerbersen, such sum as appears from the judgment, with the costs, which will serve Eldert Gerbersen as evidence of due payment.

The honorable court orders Jan van Breemen to pay according to the judgment and in default thereof that the petitioner shall cause Eldert Gerbersen to be cited before his competent judges and shall request that the aforesaid judges order Eldert Gerbersen to turn over to the petitioner the money in his hands belonging to Jan van Breemen, to satisfy his claims.

Carsten Claesen, plaintiff, against Cornelis Theunesen Bosch, defendant.

The plaintiff demands of the defendant payment of nine beavers, arising from the balance of payment for the purchase of a house.

The defendant says that he refuses to pay, except by order of the court.

The honorable court orders that the parties, upon rendering accounts, shall receive satisfaction, which is to take place on the next court day.

[223] Willem Telier, plaintiff, against Evert Nolden, defendant.

The plaintiff demands of the defendant payment of *f*72 in sewant, being the balance due for a hogshhead of French wine bought at the time when he was in partnership with Hendrick *Bierman*.

The defendant says that he paid his share thereof.

The honorable court orders the defendant to pay the plaintiff the sum demanded and to recover the amount on the joint account, which they had with each other.

Carsten Claesen, plaintiff, against
Default. Willem Brouwer, defendant.

Claes Beever, plaintiff, against
Default. Hend[rick] *de Suyckerbacker*,* defendant.

The curators of the estate of Harmen Jacobsen, deceased, plaintiffs,
against
Default. Willem Bout and Femmetien Albers, defendants.

Anderies Herpertsen, plaintiff, against
Default. Jochem Kittleyn, defendant.

The plaintiff gives notice of a certain attachment in the hands of Jan Mangelsen for the sum, or the amount, of two beavers at the expense of

* sugar baker

the defendant.

The honorable court provisionally declares the attachment valid.

[224] Ordinary Session Held in Fort Orange
December 21, 1660

Present:

La Montagne
Anderies Herpertsen
Rutger Jacobsen
Frans Baerentsen Pastoor
Jan Ver Beeck
Evert Jansen Wendel

The curators of Harmen Jacobsen, deceased, plaintiffs, against Adriaen Jansen van Leyden, defendant.

The plaintiffs demand payment of *f*15:15 for excise and five beavers for an *anker* of Spanish wine, according to the book of the said Harmen Jacobsen, deceased.

The defendant denies the debt and says that he settled with and paid Harmen Jacobsen, deceased, and offers to declare the same under oath.

The oath being taken by the defendant, the plaintiff's request is dismissed.

Idem plaintiffs, against

Default. Hendrick Gerritsen and Theunes Slingerland, defendants.

Idem plaintiffs, against Femmetien *de Baxter*, defendant.

The plaintiffs demand of the defendant as above, according to the book of Harmen Bamboes, deceased, the sum of *f*392:6:–.

The defendant says that she completely settled with and paid Bamboes, deceased, with the rent of her house.

The honorable court orders the defendant to present a detailed account on the next court day.

[225] *Idem* plaintiffs, against Jochim Kittleeyn, defendant.

The plaintiffs demand of the defendant payment of two hundred eighteen guilders, according to the book of Harmen Jacobsen, deceased.

The defendant says that he paid all but about *f*20.

The honorable court orders the defendant to produce on the next court

day a specified account of his payment.

Albert Gijsbersen, plaintiff, against Maria Goosens, defendant.

The plaintiff demands reparation of honor for damages, to wit, because the defendant said that he had stolen a chest with goods at the Manhattans.

The defendant denies that she said this and declares that she has nothing to say against the plaintiff's honor or virtue, although the plaintiff called her a whore.

The honorable court, having heard the parties and seeing that the defendant cannot prove her accusations against the plaintiff and declares that she has nothing to say against the plaintiff, condemns the defendant for her abuse to pay a fine of six guilders for the benefit of the poor and the costs of the trial, forbidding her to utter such slander again, on pain of greater fine.

The honorable magistrates, plaintiffs, against
2d default. Volckien van Hoesem, defendant.

[226] Carsten Claesen, plaintiff, against
2d default. Willem Brouwer, defendant.

Willem Boudt, plaintiff, against
2d default. Evert Nolden, defendant.

Grietien Michielsen, plaintiff, against Claes van den Bergh, defendant.

The plaintiff demands of the defendant payment of *f*[].

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the sum demanded in cash.

Lowies Coobesen, court messenger, plaintiff, against Wijnandt Gerritsen, defendant.

The plaintiff demands of the defendant payment of *f*42, on account of expenses incurred in the suit between the defendant and the widow of the deceased Abraham Vosburgen.

The honorable court, having examined the plaintiff's account and finding the same correct, condemns the defendant to pay the plaintiff the sum of *f*42 demanded within the space of 14 days.

Hendrick *de Suyckerbacker*, plaintiff, against Claes Beever, defendant.

The plaintiff demands delivery of a brew kettle, which he bought of the defendant.

The honorable court orders the plaintiff to prove on the next court day that he bought a brew kettle of the defendant.

[227] Lijntie Adamsen,* plaintiff, against Engeltie Hendricksen, defendant.

The plaintiff says and complains that the defendant beat her and called her a whore, producing an affidavit to that effect.

The defendant denies it and says that she has nothing to say against the plaintiff that is inconsistent with honor and virtue.

The honorable court, having heard the parties and seeing that the defendant cannot prove the plaintiff to be such, and that she denies having said it and that she knows nothing of the plaintiff but what is all honor and virtue, condemns the defendant for her abusive language to pay a fine of two Flemish pounds and the costs of the suit, forbidding her to use such language again.

Anderies Herpertsen, plaintiff, against Jochem Kittelheym, defendant.

The plaintiff demands of the defendant two beavers, which he attached in the hands of Jan Mangelsen.

The defendant admits the debt.

The honorable court gives judgment against the defendant according to his confession and orders the plaintiff to collect the beavers from Jan Mangelsen.

Jochem Kittelheym, plaintiff, against
Default. Baltus Jacobsen, defendant.

Rijck Claesen, plaintiff, against
Default. Jochem Wessels, defendant.

[228] Teunes Spitsbergen, plaintiff, against Rutger Jacobsen, defendant.

The plaintiff demands of the defendant payment of thirty-[] beavers and the interest thereof for the period of five years.

The defendant admits that he owes twenty-seven beavers. As to the interest, he says that this was not stipulated.

The honorable court orders the parties to exhibit their specified accounts on the next court day to arrive at a settlement.

* This is possibly Lijntie Martens the second wife of Adam Roelantsen, schoolmaster.

[229] Ordinary Session Held in Fort Orange
December 28, 1660

Present:

La Montagne
Anderies Herpert[sen]
Jan Verbeeck
Sander Leend[ersen]
Frans Barentsen Pastoor
Evert Jansen Wendel

Carsten Claesen, plaintiff, against Willem Brouwer, defendant.

The plaintiff demands of the defendant payment of thirteen guilders, ten stivers in sewant.

The defendant, failing to appear for the third time, is by the honorable court declared in default and by virtue thereof condemned to pay the plaintiff the sum demanded in cash.

Baltus Jacobsen, plaintiff, against Pieter Riverdinck, defendant.

The plaintiff demands of the defendant an account and final settlement of their partnership as regards merchandising.

The defendant presents an account.

The honorable court refers the parties to referees to be chosen by them respectively.

Lowies Coobesen, plaintiff, against Baltus Jacobsen, defendant.

The plaintiff demands of the defendant payment of *f*22:2 for salary according to his account.

The honorable court, having examined the account of the plaintiff, being court messenger, and finding the same to be honest and correct, condemn the defendant to pay the plaintiff the sum demanded in cash.

[230] Lowies Coobesen, court messenger, plaintiff, against Lambert van Neck, defendant.

The plaintiff demands of the defendant payment of seven guilders, twelve stivers for salary earned.

The honorable court, having examined the plaintiff's account, order the defendant to pay the plaintiff the sum demanded in cash.

The honorable magistrates, plaintiffs, against
2d default. Volckien van Hoesems, defendant.

Theunes Spitsbergen, plaintiff, against
Default. Rutger Jacobsen, defendant.

Rijck Claesen, plaintiff, against
2d default. Jochem Wessels, defendant.

Pieter Adriaensen, plaintiff, against Gregorius Bisschop, defendant.

The plaintiff demands of the defendant payment of fifty-one [guilders], arising from tavern debts.

The defendant maintains that he owes but thirty-one [guilders].

The honorable court condemns the defendant to pay the plaintiff *f*25 according to the ordinance and orders that upon his giving security he may remove his tobacco, which the plaintiff had caused to be attached. Frans Baerentsen becomes surety for the payment of *f*25.

[231] Anthony Jansen, plaintiff, against Gregory Bisschop, defendant.

The plaintiff demands payment of thirty-one guilders on account of tavern expenses.

The defendant admits the debt.

The honorable court condemns the defendant to pay the plaintiff the sum of *f*25 according to the ordinance.

Whereas Claes vanden Bergh, at the request of Theunes Jacobsen *Bierdraeger*, has presented a petition to be beer carrier with him, the honorable court has thought fit to grant the petitioner's request, as the service cannot be taken care of by one man. Whereupon the petitioner has taken the following oath of fidelity before the honorable court, to wit: That without favor or gain he will commit no fraud, but in everything faithfully perform his service. So help him God Almighty.

[232] Extraordinary Session Held in Fort Orange
December 30, 1660

Present:

La Montagne
Anderies Herpertsen
Rutger Jacobsen
Sander Leendersen
Jan Ver Beeck
Frans Baerentsen Pastoor
Evert Jansen Wendel

Johannes La Montagne, in his capacity as officer, plaintiff, against Jurriaen Theunesen, tavern keeper, defendant.

The plaintiff says and complains that the defendant, contrary to the ordinances and placards of the honorable director general and council of New Netherland, has ventured at night, after the ringing of the bell, to entertain guests and serve drinks, on account of which the plaintiff has fined the defendant, having found afterwards that 20 persons were present. He asks therefore that the defendant, according to the ordinance, be condemned to pay a fine of 6 guilders for each person who was present.

The defendant says that he was not at home, but that it happened through the servant.

The honorable court, having heard the parties, finds after mature deliberation that the defendant is guilty of the deed and condemns him to pay a fine of *f*70 in the period of twenty-four hours.

[233] *Idem* plaintiff, against Marceles Jansen, defendant.

The plaintiff says and complains that the defendant, contrary to the ordinances and placards of the honorable director general and council of Fort New Netherland, has ventured at night, after the ringing of the bell, to entertain guests and to serve drinks, on account of which he was fined by the court messenger (who came by order of the honorable plaintiff), to whom the defendant said, "I'll tap the entire night, in spite of Montagne." He asks therefore that the defendant be fined according to the ordinance and, in addition, be ordered to pay a fine of *f*50 for his insolent remarks.

The defendant denies it.

The plaintiff produces the report of the court messenger and, in addition, four witnesses, who declare that they heard it.

The honorable court, having heard the parties and also examined the report of the court messenger and heard the verbal testimony of the four witnesses, condemns the defendant to pay a fine of *f*70 and, furthermore, a fine of *f*50 for his insolent remarks.

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[Patronymic entries with multiple variations such as Jansen, Jans, Janse, Janssen, Jansz or Teunissen, Teunesen, Theunesen, Theunisz will be cited under a single regularized form even though this form may not appear on a given page in the text. For example, Jansen and Teunissen will be the primary entries for all forms of these names followed by the variations that actually appear in the text.]

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