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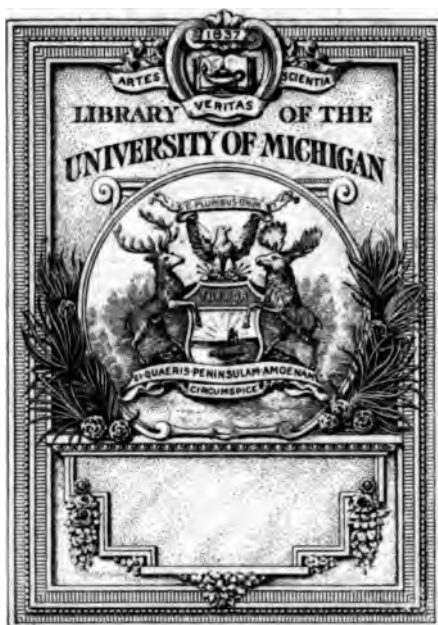
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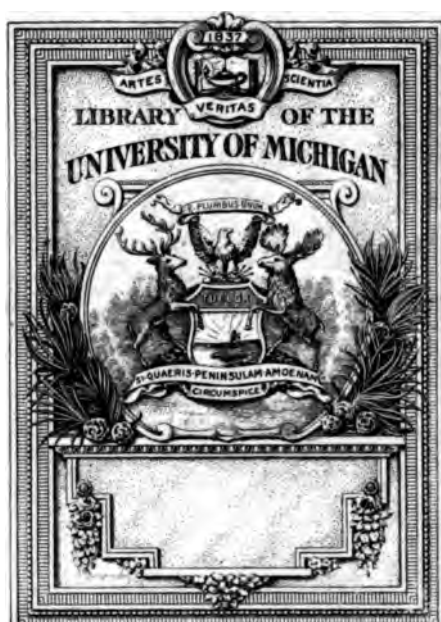


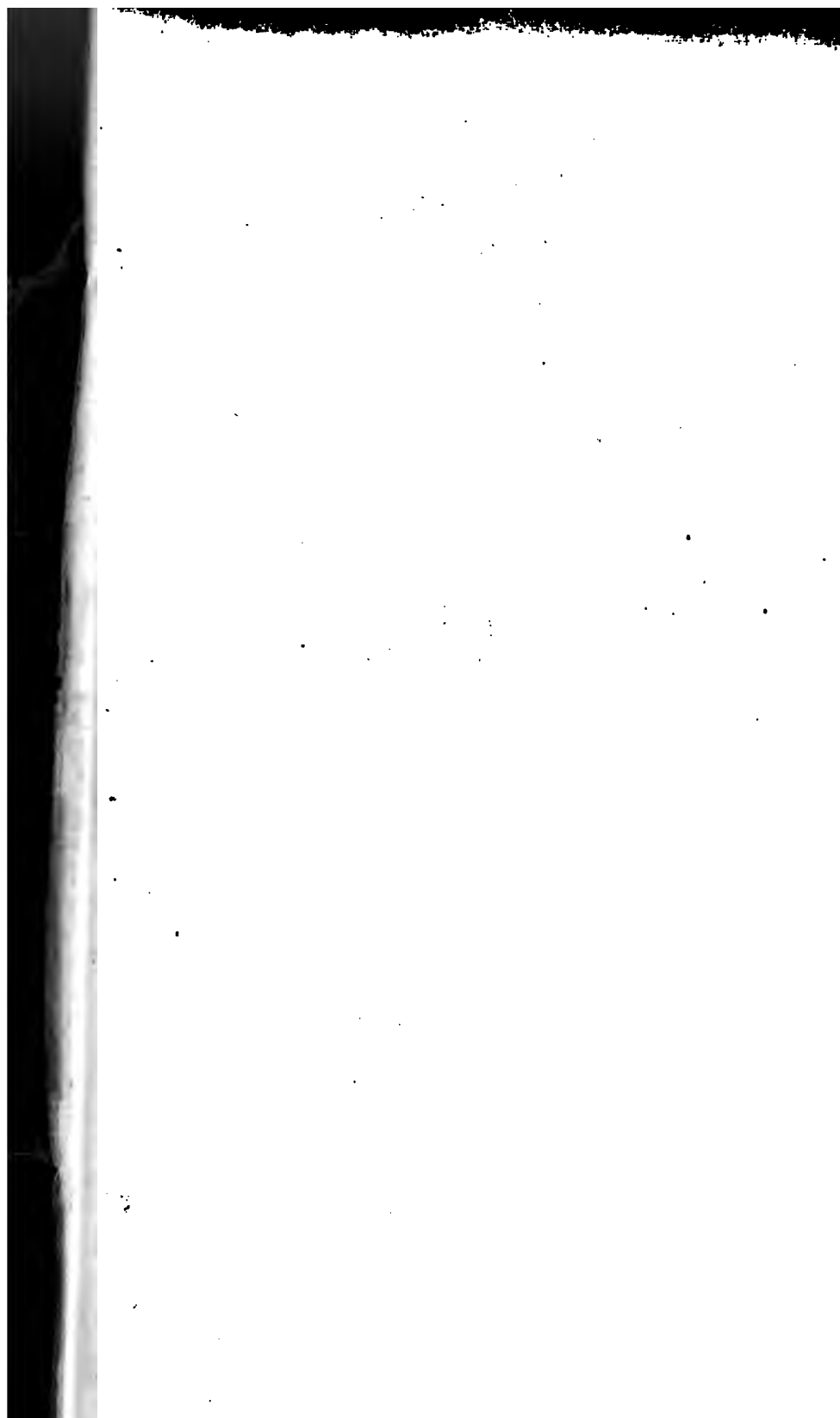
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THE RECORDS OF
NEW AMSTERDAM
FROM 1653 TO 1674 ANNO DOMINI

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EDITED BY
BERTHOLD FERNOW

MEMBER AMERICAN HISTORICAL ASSOCIATION; HONORARY RESP.
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TORICAL SOCIETIES OF NEW YORK, PENNSYLVANIA, NEW JERSEY,
VIRGINIA; BUFFALO, N. Y.; WATERLOO, N. Y.; AND DALLAS, TEXAS.



VOLUME V.
MINUTES OF THE COURT OF
BURGOMASTERS AND SCHEPENS
JAN. 8, 1664, TO MAY 1, 1666, INCLUSIVE

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COURT MINUTES OF NEW AMSTERDAM

Tuesday, 8th January 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Olof Stevenzen van Cortlant, Jacob Strycker, Jacob Backer, Jan Vinge, Jacob Kip, Jacques Cousseau.

Hendrick Janzen van der Vin, pltf. v/s Reinier Willemsen, baker, deft. Pltf. again produces the a/c which he has against the deft. Deft. demands copy thereof, to answer thereunto at the next Court day. Burgomasters and Schepens considering the case ask parties if they are willing to submit their difference to them, not in the quality of Judges but as Moderators? Answer, Yes. They, therefore in such capacity render as award, that deft. shall have to pay pltf. instead of fifty one guilders, forty three guilders, and that each shall have to pay his own costs; with which award parties hold themselves content.

Hans Stein, pltf. v/s Bruyn Huybertsen, deft. Pltf. says, he cannot obtain any payment from deft. and the time allowed him is long since expired. Deft. says, he has not worked. Burgomasters and Schepens decree, that the pltf. shall have to regulate himself according to the rendered judgment and take an acte.

Arien Huyberzen, arrestant and pltf. v/s Andries Messagier, arrested and deft. Pltf. demands from deft. twelve guilders balance of hire of his boat. Resolveert Waldron as attorney of deft. says, that the pltf. took Jan Hendricksen van Gunst with him, which he could not do as he had hired himself and boat to him, therefore he retained the twelve guilders, also ran risk of losing his goods. Pltf. says, that deft. had nothing to object against it when here at the Manhattans. Burgomasters and Schepens postpone the case until Messagier's arrival.

Lambert Barenzen, arrestant and pltf. v/s Albert Alberzen, arrested and deft. Pltf. demands from deft. twenty two guilders for boat hire. Deft. produces in writing, what he has to object. Burgomasters and Schepens refer the matter in question to Pieter Marius and Lucas Andriesen, to hear parties, examine them, to decide the case and if possible reconcile parties; if not to report their award to the Court, the attachment remaining so long valid.

Nicolaas de Meyer, pltf. v/s Hendrick Jansen, baker, deft. Defts. 2^d default. Pltf. demands from deft. forty four guilders seven stivers in sewant according to a/c exhibited in Court, saying he has furnished the like to deft. The W. Court order deft. to bring the monies into consignment of this City.

Jan Smedes, pltf. v/s Dirck Siecken, deft. Pltf. says, he sold deft. a horse according to agreement exhibiting it, for the sum of four hundred and twenty five guilders and that the deft. will not receive the horse, though he notified him by the Court Messenger. Deft. says, he found that the horse which he was to receive was lame in the hind leg and therefore he would not accept him: also that the pltf. stated, even though the horse had but three legs he should not get him; undertaking to prove it. Pltf. denies having said so; but if the horse were in good order he should not have him, tho' he had but three legs; and that deft. well knew he met with an accident. Deft. says, the pltf. brought the horse back to his stable, also to the smith, after which he requested him to allow him to run on his land, which he allowed him, and that the pltf. again took him away from there. Pltf. says, that he from the first told the deft. that the horse would not eat. Burgomasters and Schepens order parties on both sides to prove their statements.

Schout Pieter Tonneman, pltf. v/s Jan Vincent, Gerrit Teunisen Kray and Jan de Foreest, defts. Pltf. concludes, that defts. shall sit two days in close confinement on bread and small beer, without receiving any thing else; or to be fined, each paying the sum of twelve guilders, for having on last Thanksgiving ran fuddled and tipsy along the streets; having got it out of Joannes van Brugh's cellar. Defts' parents appearing before them, Isaack de Foreest says the boys had not been in the cellar, and that they privately got the drink from the abovenamed van Brugh's negroes. Burgomasters and Schepens dismiss the Officer's suit

and order the parents to punish their children for their committed offence and charge them not to repeat it.

Schout Pieter Tonneman, pltf. v/s Otte Gerrits, deft. Pltf. says, he entered a fine against deft. for having cut wood on Sunday. Deft. says, the fire would not burn; he therefore took a stick from it and split it. Burgomasters and Schepens excuse the deft. from the fine charging him to do so no more, on pain of the fine imposed therefor.

Schout Pieter Tonneman, pltf. v/s Jurrien Janzen van Auweryck, deft. Pltf. says last Sunday fortnight he entered a fine against deft. for having cut wood at Gerrit van Tright's place. Deft. denies it and says he has no knowledge of it. Pltf. declares by his office, that the same is true. The W. Court condemn the deft. in a fine of six guilders for his obstinacy in denying it, whereas it is found to be true.

Schout Pieter Tonneman, pltf. v/s Lodowyck Pos, deft. Pltf. demands from deft. a fine of five and twenty guilders for having been fighting with Albert Albertsen. Deft. admits it, relating the reasons from which it arose, and that Albert Albertsen first struck him, whereupon he struck back. Postponed until it be found, how the case between Albert Albertsen and the Officer turns out.

Schout Pieter Tonneman, pltf. v/s Arent Jurriaensen Lantsman, deft. Pltf. demands from deft. twenty five guilders for having been fighting with Albert Albertsen. Deft. says, it occurred because he had shoved his wife. The case was postponed as above.

Schout Pieter Tonneman, pltf. and arrestant, v/s Albert Albertzen, arrested and deft. Pltf. persists in his demand of 18th Decemb^r producing pursuant to the order of Court, date aforesaid, proof that deft. had been fighting with Lodowyck Pos and first struck him, also that he shoved Lantsman's wife and was at blows with him. Deft. says, that Lodowyck Pos attacked him on the street, which is free to every one; seized him by the sleeve and said—You rascal, You scoundrel!—and would have him go with him to Mighiel Tades. Parties on both sides demand, that the declarations produced be affirmed under oath by the deponents. Burgomasters and Schepens order the Officer to summon on the next Court day Willem Cregier and Willem Bogardus to confirm by oath their rendered declarations, ordering Albert Albertsen to summon his witnesses in like manner to confirm their rendered declarations by oath.

Evert Dirckzen van As, pltf. v/s Hendrick Janzen, baker, deft. Both in default.

Jacob Vermont, pltf. and arrestant, v/s Sigismondus Lucas, arrested and deft. Deft. in default. The W. Court excuse the deft. from arrest, as the weather does not permit his coming.

David Wessels, arrestant and pltf. v/s Roeloff Swartwout, arrested and deft. The W. Court declare the attachment valid.

Pieter Jacobs Marius appearing requests that he, in quality of curator of the estate left by Anna Cornelis dec^d, may lift the monies arising from the sold goods of Nicolaas Langevelthuyzen remaining in consignment of this City, as the aforesaid Velthuyzen is indebted to said estate; such proceeding from certain conditions of sale of lands, saying he must give a deed of the lands by order of the Orphan Chamber on condition of holding his recourse against the aforesaid Velthuyzen's estate. Burgomasters and Schepens decree, that Pieter Jacobs Marius shall exhibit proof, that he is so ordered, before he can lift the monies.

Mighiel Tades requests by petition, that Walewyn van der Veen shall be ordered to deliver over by this day eight days the papers and documents in the suit against him, under such penalty as the Court shall deem proper. Whereupon was apostilled: The petition considered, order shall be given herein. Order to Wal: van der Veen. Walewyn van der Veen is hereby ordered by the W. Court of this City to deliver in to the Secretary of this City, on next Tuesday being the 15th January of this year, by inventory in due form, his papers, documents and exhibits used in the suit against Mighiel Tades, as attorney of Isaack de Sterre.

Isaack de Foreest demands execution of the judgment, which he has obtained against Andries Joghimsen. The Marshal is ordered to put these in execution.

Tuesday, 15 Janua^r 1664. In the City Hall. Present the Heeren, Pieter Tonneman, Paulus Leenderzen van der Grift, Jacob Strycker, Jacob Backer, Jan Vinge, Jacob Kip, Jacques Cousseau.

Jan Smedes, pltf. v/s Dierck Siecken, deft. Pltf. demands, that deft. shall pay him for the horse he sold him. Deft. says, he has summoned pursuant to the order of the last Court day, Jan Meinderzen, carman, Elbert Aarsen and Cornelis Jansen Clopper as witnesses of the

trade in question; who appearing, Jan Meinders declares he heard, that Jan Smedes said, Dirck Siecken should not have the horse though it had but three legs; then further says,—that he thereto added, even if it were sound. Elbert Aarsen declares, he heard that the pltf. on being asked by Hendrick Jansen the baker's man whether Dirck Siecken should have the horse, gave for answer, that he should not have it now, had it only three legs, and that such words passed the evening after the sale. Cornelis Jansen Clopper declares, that Jan Smedes brought the horse two different times to him saying, Cornelis will you look once at my horse and see what ails it? and that he after looking at him said—It is sick; it has a sore throat. Burgomasters and Schepens having heard parties, also the witnesses dismiss pltf.'s suit, and for cause order each to bear his own costs.

Jacob Vermont, arrestant and pltf. v/s Sigismundus Lucas, arrested and deft. Pltf. says, he gave deft. a pair of shoes to be repaired, demanding them back from him. Deft. says, that the pltf. coming to him during the troubles with the Indians asked him, if he would repair his shoes? Whereunto he answered that he had neither kit nor chest in the house, in which to lock them, but if he wished to stuff them into the straw bed, that he may do so; and not objecting he stuck them in, saying the pltf. stood by when he did so. Pltf. replies and says, that the deft. stuck his shoes with his own and he retained his, and that he told him, if he had not made so much talk, he should have got the shoes back. Deft. says, he does not know where the shoes are nor what has become of them, offering to affirm the same on oath. Burgomasters and Schepens having heard parties, and the deft. affirming on oath, that he knows nothing directly nor indirectly of the shoes nor where they are, dismiss the pltf.'s suit.

Pieter Jacobzen Marius, pltf. v/s Hendrick Janzen Smith, deft. Pltf. as curator of the estate left by Anna Cornelissen dec^d, exhibits an a/c made between them both in presence of Isaac Greveraet, Old Schepen of this City and Francis Boon, qualified thereunto by the Burgomaster on Jan^y. 9 last, demanding payment of what is due him by balance and says deft. will charge the beaver to him @ ten guilders. Deft. says, that Lauwerens Jansen has so received them. Pltf. replying says, he cannot prove it. Burgomasters and Schepens persist in their judgment rendered 29th August 1662.

Nicolaas de Meyer, pltf. v/s Hendrick Jansen, baker, deft. Defts. third default. Pltf. demands from deft. forty four guilders seven stivers in sewant, with costs. Burgomasters and Schepens condemn deft. *ex contumaciam* to satisfy and pay the pltf. the forty four guilders seven stivers sewant with costs.

Schout Pieter Tonneman, pltf. v/s Jan de Witt, miller and Elias Janzen, defts. Deft. Jan de Witt in default.

Schout Pieter Tonneman, arrestant and pltf. v/s Elsie van Reuvecamp, arrested and deft. Deft. in default. The W Court declare the attachment valid.

Claas Bordingh and Pieter Jacobzen Marius, pltf. Sybout Clazen, deft. Deft. in default.

Cornelis Gerlofsen, pltf. v/s Dirck Janzen from Oldenburgh, deft. Deft. in default.

Elias Janzen, pltf. v/s Jan de Witt, miller, deft. Deft. in default.

Lucas Dirckzen, arrestant and pltf. v/s Pelgrom Clock, arrested and deft. Both in default.

Tryntie van Campen, pltf. v/s Hermen de Kersaus vaarder, deft. Deft. in default. Pltf. demands, that the attachment served on deft. be declared valid. The W. Court declare the attachment valid.

Pieter Jacobsen Marius appearing exhibits an acte of Burgomaster Olof Stevenzen van Cortlant, who states therein, that he ordered Pieter Jacobs to give a deed of the land belonging to Nicolaas Velthuyzen and situate in the *Vlaackebos* (Flatbush) and that he should be preferred in the monies of said Velthuyzen, demanding that he may lift pursuant thereto the monies of the estate of Nicolaus Velthuyzen dec^d remaining in consignment of this City. Burgomasters and Schepens decree that the exhibited acte is sufficient enough to be preferred in the monies and to lift them.

Dirck Janzen van Deventer demands execution of the judgment, which he has agst. Thomas Hal, pronounced the 4th Decemb^r 1663. The Marshal is ordered to execute these.

Willem Bogardus and Willem Cregier appear in Court, who have confirmed by oath their declaration rendered at the request of the Officer Pieter Tonneman against Albert Albersen, drummer. Jan van Gelder appearing wishes to know, why he is summoned. He is told whereas he

is attorney of Albertsen and has become security for the judgment, he is to summon the witnesses in Albert Albertsens behalf to confirm their declarations by oath. Whereupon he requests eight days time as they are not present; which is granted.

Tuesday the 22^d Jan^y 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderz vander Grift, Olof Stevenzen van Cortlant, Jacob Strycker, Jacob Backer, Jan Vinge, Jacob Kip.

Schout Pieter Tonneman, pltf. v/s Jan de Witt, miller, deft. and Jan Teunisen as witness. Jan Teunisen absent. Pltf. concludes, that deft. shall be condemned in an amende of one hundred guilders for that he beat one Elias Jansen, so that the blood followed. Deft. denies it. Pltf. undertakes to prove it. The W. Court order the Officer to prove it.

Elias Janzen, pltf. v/s Jan de Witt, miller, deft. Pltf. concludes, that deft. shall be condemned to pay him the sum of one hundred and fifty guilders and a new, good, grey hat, promised him for services to be rendered, according to contract, at the mill to May next; saying that the deft. without assigning any reason has discharged him from the mill; all with costs. Deft. says, if the pltf. had behaved himself he should not have given him the sack. The W. Court order deft. to satisfy and pay the pltf. according to loss of time, as he, pltf., declares that he had rather be away from deft. than to remain with him, as they should be always in a broil.

Elias Janzen appearing declares, that there was a pound of candles in the mill, which was missed, and that Jan de Witt would have it that he took them; whereupon he gave him for answer, that it was not true and that perhaps a dog had been in the mill and eaten them; saying he must not lay them to his charge, for perhaps he was as honest as he. After which the abovenamed de Witt came behind, where he sat on the mill stone and struck him, so that the blood followed; and that this was seen by no other person than by Jan Teunisen.

Jan Teunizen, pltf. v/s Jan de Witt, miller, deft.* Pltf. says, that he had contracted to make a vault in the bay, for which he had been paid

* Jan de Witt and Jan Teunisen from Leerdam were partners and owned this wind-mill, which was situated in the present City Hall Park "on the line of the Great Highway," now Broadway. They dissolved partnership, De Witt retiring the following May.—O'C.

and was hard pressed to finish it—that deft. would not allow him his journeyman, though he offered him a man in his place. Deft. says, he could not agree to that as he did not want another in the mill. And whereas parties cannot agree herein with each other, it was therefore proposed, if it were not better, that Jan de Witt should keep the mill alone a month more or less, on condition of paying his partner a certain sum for his share for the time he keeps it to himself, which they both agree to: And whereas they cannot agree with each other on what the abovenamed de Witt should give for the time he alone had the mill, Burgomasters and Schepens decree, that each shall choose a man to reconcile them therein, to which they have no objection and Jan de Witt on his side therefore chose as referee Burgomaster Paulus Leendersen van der Grift, and Jan Teunisen Schepen Jacob Backer, who have accepted it.

Jan Teunizen returning, the declaration of Elias Jansen hereinbefore written, was read to him and he is asked if it were true? Answers, Yes and that he should not like to get such a blow and he made his nose bleed with the blow.

Symon Barenzen, pltf. v/s Abraham Pieterzen Carpyn, deft. Pltf. demands from deft. twelve guilders for passage of his wife to Fort Orange. Defts. wife appearing says, that she agreed with the pltf. for the passage at six guilders and that she should find herself; but she offered him eight guilders, and that he let her have it for ten guilders. Burgomasters and Schepens decree, that the pltf. be notified, to be content with eight guilders.

Joannes Verveelen, pltf. v/s Joannes Nevius, as Vendu Master, deft. Pltf. demands from deft. in said quality, payment of nine hundred guilders from the monies arising from the sale of the house of Barent Cruytdop sold by execution for the sum of seventeen hundred and five guilders in seawan, by virtue of judgment and mortgage, with interest. Deft. says, that Gerrit Hendricksen van Harderwyck dec^d, who purchased the house, had again offered it for sale to get the payment for it, but that he died when the sale was to take place, and that the said house was offered for sale by the executors and minors of the aforesaid Gerrit Hendricksen, but was not sold and is withdrawn by the executors for the benefit of the estate, as it could not bring enough; then that they had privately sold it to Jan Joostens wife, who brought to this City Hall the

first payment being four hundred and ninety two guilders, eighteen stivers, eight pence. The executors appearing deny having offered the house at public sale;—then say, they sold it with consent of the Secretary to Jan Joosten's wife with Joannes Verveelens approbation. Burgomasters and Schepens decree, that as the pltf. has the first mortgage, he shall draw the monies lying in consignment and the remainder up to nine hundred guilders, when the other monies shall come in, then not to enjoy any preference for interest, but to come in concurrence with the other creditors.

Tryntie van Campen, pltf. v/s Hermen de Kersouws vaarder,* deft. Defts. second default. Pltfs. husband appearing is told to arrest the deft., when he comes here.

Pieter Jacobsen Marius and Claas Bordingh, as attornies of Jan Hendrickzen Sybinck, pltfs. v/s Syoubt Claezen, deft. Pltfs. demand from deft. in that quality three hundred guilders capital, Holland currency, according to obligation, and thirteen years four months interest. Deft. requests, by petition time for 5 @ 6 months. Pltfs. exhibit copy of petition presented by deft. dated 19th July 1661, wherein he requested two years time from date, at which time he promised to discharge every year the half; then as that was in no part performed, they therefore demand payment. Burgomasters and Schepens decree, as the deft. has not observed to pay the demanded sum in the above requested two years and the pltfs. urge the immediate payment, that the deft. shall be summoned for the third time, when he is ordered to appear in person.

Pieter Jacobzen Marius and Claas Bordingh, as curators of the estate left by Anna Cornelis dec^d, state by petition, that there is due them in said quality from the estate of Nicolaas Velthuyzen the sum of seventy six guilders in beavers and twenty five guilders seven stivers in sewant, and that in virtue of lands bought by the aforesaid Nicolaas Velthuysen at auction pursuant to conditions and proposals annexed to aforesaid petition; and whereas some monies remain for the benefit of the aforesaid Velthuysens estate in consignment at this City Hall request, that they may lift them in diminution of this claim. Apostil on the petition: Burgomasters and Schepens having considered the conditions and proposals mentioned herein, also the payment made thereon, find by appear-

* Literally translated: The Daisy Sailor.—B. F.

ance of the a/c, affixed to the conditions and proposals, that the petitioners have received in their quality fifty five guilders six stivers more than belongs to them; they decide therefore that they shall have to return this back for the benefit of the estate left by the aforesaid Nicolaas Velthuysen.

Maria Verlett, wid^r of Paulus Schrick, appearing requests that final disposition may be made of the case in question between her and Metje Wessels, brought before this Court on the 6th Nov^r last. Burgomasters and Schepens condemn Metje Wessels to satisfy and pay Maria Velett the demanded three beavers, whereas she has remained in default to confirm under oath and to exhibit further proof (pursuant to order dated the 6th Nov^r aforesaid), that she has satisfied and paid the demanded three beavers.

Jacomyntie Janz, pltf. v/s Emmerentie Claaz, deft. Pltf. says, she bought goods from the deft. and gave her in pawn a pair of bracelets with pearls and having now given her the payment, she demands the bracelets. Deft. says, the pltf. sold her the bracelets for thirty guilders sewant at first, when she came to this country and she retained three guilders for a bonnet, which she had of her. She offers to affirm the same by oath and that she had a pocket handkerchief and other things and she returned the pocket handkerchief, for which she paid the pltf. fourteen guilders in seawant. Pltf. replies on her troth, that she did not sell the pearls; admits she had from deft. as much stuff as would serve for a skirt and fourteen guilders in seawant. Deft. rejoins; she bought the bracelets, but she requested that she might keep them till Easter, so that folks may not remark that she had sold the bracelets; but if deft. (*sic*) will declare on oath, that she did not sell her the bracelets, she will return them. Pltf. offers to do so. Burgomasters and Schepens notify parties to hold themselves in readiness for the next Court day and consider about confirming their statement on oath.

Hans Dreper, pltf. v/s Pieter Janzen Steenhaalder, deft. Pltf.'s wife appearing demands from deft. eighty guilders in sewant for half a cow. The President says that the eighty guilders are deducted from deft.'s salary and charged to Eghbert Meindersens a/c. Deft. is ordered to fetch Eghbert Meindersen; returning, he says he cannot find him.

Willem Willekes appearing exhibits a judgment ag'st Reinier

Willems, baker, and the notification made thereon, demanding execution. Reinier Willems, baker, also appearing says the Goodman Bon put too much to his a/c.; he paid him seawan and beavers, which he did not enter. The Marshal is ordered to execute these.

Albert Albertsen, drummer, pltf. v/s Hendrick Hendrickzen Obe, Jeremias Janzen and Stoffel van Laar, defts. Jeremias Janzen absent. Pltf. demands, that the defts. who are present shall confirm their declarations by oath. The same being communicated to defts. they offer to do so, and did it at the hands of the President.

Tuesday 29th Jan'y 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen vander Grift, Olof Stevensen van Cortlant, Jacob Strycker, Jacob Backer, Jan Vinge, Jacob Kip, Jacques Cousseau.

Schout Pieter Tonneman, pltf. v/s Jan de Witt, miller, deft. Pltf. demands from deft. a fine of one hundred guilders for having struck his man Elias Jansen so that the blood came. Deft. demands proof thereof and whereas the declaration rendered thereof is read to him, he says, that the Officer must have bought the declaration. Pltf. demands, that the deft. shall be condemned for his indecent words in a fine of six guilders for the poor. Deft. further heard admits to have beat his man Elias Jansen. Burgomasters and Schepens condemn deft. in a fine of ten guilders taking into consideration, that it was his man; further for his unmannerly talk to pay to the Deaconry of this City the sum of six guilders.

Jacomyntje Janz, pltf. v/s Emmerense Claazen, deft. Burgomasters and Schepens ask party, if she is ready to affirm by oath her statement ? Answers, Yes; pltf. persisting, that she gave the deft. the bracelets with pearls in pawn and did not sell them. Deft. says again, that she bought the bracelets with pearls from the deft. [ptf. ?] and that Jesyntje Verhagen, residing in the New town, told her, that Jacomyntie had regretted that she had bought the bracelets with pearls from her and had not yet paid for them. Burgomasters and Schepens order deft. Emmerensie to prove so.

Allard Anthony appearing delivers into Court papers concerning the estate left by Symon Jansen Cort. The W. Court decree, that curators be appointed for said estate, qualifying therefor Jacob Kip, Schepen of this City, and Claas Gangelofzen Visser, and give them the following

certificate—Whereas Symon Hermesen Cort has lately departed this world, leaving some goods and papers, over which it is necessary that curators be appointed, so that those interested may get what is their's; therefore Burgomasters and Schepens elect and qualify as curators of the aforesaid estate Jacob Kip Schepen of this City and Claas Gangelofzen Visser, authorizing them to regulate the estate left in the speediest manner, to receive, satisfy and pay the debts and credits and after despatch of business to give into the Court a/c of their administration. Done etc.

Pieter Jacobzen Marius and Claes Bordingh, pltfs., v/s Sybout Clazen, deft. Pltfs. in quality as agents of Jan Hendricksen Sybinck demand from deft. pursuant to obligations three hundred guilders, Holland currency, principal and thirteen years four months interest. Deft. admits the debt, then says it is not his fault that it is not paid, but that it occurred through his brother's debt: demands time. The W. Court order deft. to satisfy and pay pltfs. in their quality according to demand.

Metje Wessels and Maria Verlett, widow of Paulus Schrick, appearing, Metje Wessels exhibits her debtbook and a/c relative to the case in question, which a/c being handed to Maria Verlett, she says she shall at once look for that a/c in her husband's book. Re-appearing a short time after, she exhibits the book and a/c regarding this. The W. Court postpone the case to the next Court day.

Lambert Barenzen, pltf. v/s Albert Alberzen, deft. Pltf. produces the award of the arbitrators appointed by the W. Court in date 8th January last; demanding from deft. according to the award the sum of eighteen guilders with costs, according to a/c thereof exhibited. Deft. says, he is security for the pltf. at the North for ten guilders and offers to pay, if he will clear him from that. Burgomasters and Schepens order deft. to satisfy and pay the pltf. the eighteen guilders also three guilders twelve stivers costs, on condition that the pltf. shall first free deft. from the ten guilders for which he was security at the North for him.

Jan de Witt, miller, pltf. v/s Jan Teunizen, deft. Pltf. says, he hired from deft his share of the wind mill to the 1st May next for one hundred guilders and that deft. will not deliver his key to him; also that they bought timber together for both their common advantage, the overplus of which timber, as they have settled, he deft., will not divide, and he is endeavouring to throw the affair again into jeopardy. Deft. denies

having bought timber with the pltf. Burgomasters and Schepens having heard parties, refer the matter in question to Abraham Clock and Jan, the trunk maker, who are authorized to take up the matter of parties in presence of Schepen Jacob Strycker, to hear and examine parties; further if possible to reconcile them; if not to report their decision to the Court.

Hans Dreper, pltf. v/s Pieter Janzen Steenhaalder, deft. Pltf. again demands from deft. payment of eighty guilders for half a cow. The President produces an a/c of Eghbert Meindersen, saying that that half cow is charged on the farmers a/c for a/c of deft. The a/c produced being exhibited to pltf., he says he objects somewhat to it. The W. Court order deft. to satisfy and pay the pltf. as he bought from him and not from Eghbert Meindersen.

Seletje Arens, pltf. v/s Hendrick Hendrickzen Obe, deft. Pltf. demands from deft., as curator and guardian of the estate left by Gerrit Hendricksen van Harderwyck, the sum of seven and seventy guilders besides costs; producing an extract from the Minutes of the Court of this City regarding this. Deft. says, pltf. must prove, what it arises from. Burgomasters and Schepens refer the case in question to Tymotheus Gabry and Hendrick Jansen van der Vin, both old Schepens of this City, to take up the a/c of parties, to examine the same and settle the a/c; further if possible to endeavour to reconcile parties; if not to report their decision to the Court.

Nicolaas de Meyer, pltf., v/s Isaac Crisson, deft. Pltf. demands from deft. three hundred and fifty pieces of firewood with the costs. Deft. admits the debt, then says it also concerns his father. Burgomasters and Schepens order deft. to satisfy and pay the pltf.

Teunis Cray, arrestant and pltf. v/s Hermen Barenzen, arrested and deft. Pltf. demands, that the deft. shall be ordered to make good to him the buckwheat, which he delivered him, minus the seed. Deft. says that of the buckwheat, which pltf. gave him, fully the half was nut shells, peach stones and other dirt, and he has delivered as much seed as he has received. Pltf. produces a declaration of the land, which deft. has sowed for him, and says that defts. cattle have run in his plantation. Deft. says, the pltf. ought to have put up a proper fence. Pltf. says, that deft. ought to have put up a proper fence, as not he but deft. must fix the

fence. Burgomasters and Schepens having heard parties dismiss the pltf. suit, and discharge the deft. from arrest.

Hendrick Hendricksen Obe, pltf., v/s Sara Verbrugge, deft. Pltf. prosecutes an attachment issued ag't a hogshead of tobacco standing for him in the Weigh-house here, brought in payment from an Englishman from Mispatt. Deft. says, that the man delivered her the tobacco in payment of his arrears and that Jacques Cousseau was to receive the tobacco back. Pltf. replies, that the man told his wife—here is a hogshead of tobacco for your husband, and that the deft., as she must have money from the same man, told him she would attach the tobacco, and undertakes to prove by declaration of two persons, who heard the man with the tobacco tell him, that he had brought him a hogshead of tobacco. One of the witnesses appearing, who is summoned by the pltf., declares, that the Englishman to whom the tobacco belonged told Hende Obe, I bring you the tobacco. Burgomasters and Schepens postpone the case until the next Court, when the person delivering the tobacco shall have to declare for whom he brought the tobacco here, and to whom he first delivered it.

Pieter Janzen, drummer, pltf. v/s Allard Anthony, deft. Pltf. demands delivery of the [skins] purchased from deft., saying that he resold them to others, while he has paid something on them. Deft. answers, that not he, but his wife had sold the skins to pltf. and that he let them lie for a month after date, and as he was afraid that they would spoil, as the pltf. in that time did not look after them, he sold them again to avoid suffering damage. Burgomasters and Schepens having heard parties, dismiss pltf.'s suit.

Schout Pieter Tonneman, pltf. v/s Pietertje Jans, deft. Deft in default.

Schout Pieter Tonneman appearing, requests, that the Court may definitely dispose of the demand and conclusion taken ag't Albert Albertsen, drummer, and Arent Jurriaansen Lantsman. Burgomasters and Schepens having considered the demand and conclusion of the Officer against Albert Albertsen, drummer, and Aret Jurriaansen Lantsman together with the declaration on both sides produced, confirmed on oath by the deponents, condemn Albert Albertsen for having struck Lodowyck Pos, in a fine of twenty five guilders and Arent Jurriaansen Lantsman for

having struck and shoved Albert Albertsen also in a fine of twenty five guilders.

The Officer Pieter Tonneman recommends to Burgomasters and Schepens, as the election is at hand, to nominate such persons as make profession of religion, no opponents of the Superior or Inferior government, but peace loving and such as are fit for that office.

Friday 1st February 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Olof Stevenzen van Cortlant, Jacob Strycker, Jacob Backer, Jan Vinge, Jacob Kip, Jacques Cousseau.

The Burgomasters and Schepens of the City of Amsterdam in N. Netherland having considered the papers, documents and vouchers made use of on both sides in the suit between Pelgrom Clocq, Notary Public of this City, pltf. in a case of defamation, against Jacob Vis, deft. in said case, after the production on both sides of all papers, writings, and vouchers material in the case, and the same being read, re-read and weighed, decree and adjudge, whereas the deft. sufficiently admits in his writing to have committed a mistake through haste and requests therefore to be excused, that the one shall not trouble the other party herein any more, but live in peace and quietness with each other, condemning Jacob Vis in the costs of the suit entered by Pelgrom Clock, taxed by the Court at twenty five guilders. Thus done and adjudged by the Burgomasters and Schepens of the City of Amsterdam in N: Netherland. Ady as above.

In accordance with the recommendation of the Officer Pieter Tonneman made on the twenty ninth instant on the subject of the nomination of new Burgomasters and Schepens by Schout, Burgomasters and Schepens aforementioned, Schout, Burgomasters and Schepens proceed to the nomination in presence of Cornelis van Ruyven, appointed by the Right Honorable Director General and Council of N. Netherland, and in writing nominated as follows to wit:—

As <i>Burgomaster</i> :—		As <i>Schepens</i> :—	
Cornelis Steenwyck	IIIIIIII 8	Isaack Greveraet	IIIIIIII 8
Govert Loockermans	II 2	Cristoffel Hooghlant	IIIIIII 7
Allard Anthony	II 2	Hend : J : vander Vin	IIIIII 6

Joannes van Brugh	II 2	Tymotheus Gabry	IIII 4
Jacob Strycker	II 2	Gerrit van Tright	IIIIIII 8
And whereas the votes tie on the		Nicolaes de Meyer	IIII 4
four above written the following		Hend : Hend : Kip the Elder	II 2
were named anew :—		Steven van Cortlant	IIII 5
Govert Loockermans	IIII 5	Govert Loockermans	IIIIII 6
Allard Anthony		Isaack de Foreest	III 3
Joannes van Brugh	I 1	Marten Cregier Junior	I 1
Jacob Strycker	II 2	Jeronimus Ebbinck	IIII 4
		Joannes de Peister	II 2
		Hendrick van Dyck	I 1
		Nicolaes Verlett	I 1
		Antony de Milt	I 1
		Joannes Verveelen	I 1

By plurality of votes the following are nominated to the Rt Honble Director General and Council of N: Netherland—to wit.

As Burgomaster :—

Cornelis Steenwyck,
Govert Loockermans.

As Schepens :

Isaack Greveraet,
Gerrit van Tright,
Cristoffel van Hooghlant,
Hendrick Janzen vander Vin,
Steven van Cortlant,
Tymotheus Gabry,
Nicolaes de Meyer,
Jeronimus Ebbinck.

and communicated to the Rt Honble Dr. General in the following sealed letter—

Honourable Valiant Sirs,

Whereas the election is at hand and you, R^t Honble, have been pleased to endow this City with the privilege of nominating the succeeding Burgomasters and Schepens, who having made the nomination in presence of Cornelis van Ruyven (Your Honors' delegate) a double number is presented to your Hon^r by plurality of votes to wit:—

As Burgomaster :

Cornelis Steenwyck,
Govert Loockermans

As Schepens :

Isaack Greveraet,
Gerrit van Tright,
Cristoffel Hooghlant,
Hend: J. van der Vin,
Steven van Cortlant,
Tymotheus Gabry,
Nicolaes de Meyer,
Jeronimus Ebbinck.

Requesting your Honours to elect there from such as your Honors shall deem for the advantage of this City. Done Amsterdam in N: Netherland, the First February 1664. Beneath Stood,

By order of the W. Heeren Schout, Burgomaster and Schepens of the City aforesaid—was signed, Joannes Nevius, Secret^r

Tuesday, 2nd Feby. 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen van der Grift, Olof Stevenzen van Cortlant, Jacob Strycker, Jacob Backer, Jan Vinge, Jacob Kip, Jacques Cousseau.

Nicasius de Sille, Supreme Councillor and Fiscal of N. Netherland and Delegate from the Right Hon^{ble} Director General and Council of N. Netherland appearing in Court, delivers in the election on the nomination made yesterday by Schout, Burgomasters and Schepens, reading as following—

Honourable, Beloved, Faithful—

From the nomination exhibited are elected by us,
Paulus Leendertzen vander Grift, to be continued as *Old Burgomaster*—

Cornelis Steenwyck, *Burgomaster*—

As Schepens

Jacobus Backer, *Presiding Schepen*—
Tymotheus Gabry,
Isaack Greveraet,
Nicolaes de Meyer,
Christoffel Hooghlant, *Schepens*.

And Nicasius de Sille, First Councillor and Fiscal of N. Netherland, is hereby delegated and authorized to discharge the retiring Burgomaster and Schepens after suitable acknowledgements for their performed services, to instal the newly elected after having taken the oath and to communicate this as heretofore to the Burghers in presence of the retiring (Magistrates) wherewith we shall, after cordial salutation, recommend your Worships to God's protection and remain— Beneath Stood— Honourable Beloved Faithful Your affectionate friends, The Director General and Council of N. Netherland— Signed P. Stuyvesant. Aside Stood— Done Fort Amsterdam in N: Netherland the 2^d Feb. 1664.

And after the customary ringing of the bell three times is read out from the platform in front of this City Hall as follows:—

Whereas according to the privilege of this City some of its Magistrates, who have served out their time retire and others are chosen in their places by the Director General and Council of N. Netherland, Therefore the Director General and Council abovementioned after invocation of God's holy name, have from the nomination made elected and confirmed (as they hereby do) N. N. as Magistrates of this City for the ensuing year—

Which is communicated to the commonalty, that the aforesaid persons may be duly respected and honoured. Thus done in the meeting of the Rt Hon^{ble} Director General and Councillors of N: Netherland etz.

Monday, 11th Feby. 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen van der Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Greveraat, Nicolas de Meyer, Cristoffel Hooghlant.

Exhibited in Court the following representation from the Right Hon^{ble} Director General to the Council of New Netherland and the Schout and Burgomasters of the City of Amsterdam in N. Netherland, with request that they should give their opinion point by point on the same consisting of ten items, and Whereas it is a matter of great importance the Schout and Burgomasters deem it prudent to communicate the same to the Schepens together with the Treasurer Oloff Stevensen van Cortlant and Allard Anthony, both old Burgomasters of this City, to give, with them, their advice on the aforesaid points by five o'clock this afternoon;

for this purpose each of them is furnished with a copy of the aforesaid representation, to deliberate thereupon, and to give their opinion of the same.

Representation to the Council of N. Netherland, the Schout and Burgomasters of this City.

Honourable Sirs,

It is unnecessary to extend this with a relation of matters so notorious and familiar with every one, to wit the summons and demand first by letters from those of Hartford, subsequently, by force of arms—*first* by one Jan Coo with a troop of about 80 @ 90 foot and horsemen in the English towns only on Long Island; afterward and recently by one Jan Scott with a troop of about 80 horse and also as many foot not only in the English, but also in the Dutch towns on said Island.

As your Honours know and are informed no similar hostile proceedings have hitherto been made use of against these, but to prevent bloodshed and consequent greater mischiefs, efforts have been made by embassies and written protests to bring matters to an accommodation, at least to refer to the Lords Sovereigns.

This appears to be as yet without fruit and as by reports it seems probable that such will not be agreed to,—and in as much as various and many discourses are mooted, by this one and that, on this subject—some praising the forbearance used therein, others, not reflecting on the consequences, judging the non-resistance and non-opposition by force and violence to be cowardice, scandal and insult for our nation, I have deemed it necessary to submit the following propositions to your Honors, and to request your written answers, after mature deliberation, thereunto both for your and our better vindication—

WRITTEN ANSWERS.

First—I think, but under correction of better information and conviction founded on reason, that by non resistance and passive demeanour little or nothing has been lost or omitted, in regard, that the summoned villages on Long Island, both Dutch and English, can now or within one, two or three months, according to opportunity, be again, with a like force, summoned and reclaimed by us in the name of their High Mightinesses and the Lords Directors, as they were summoned and claimed first by Hartford, afterwards by Jan Coo and now recently by one Jan Scott

for England's Majesty, if the matters in dispute were to be adjusted and the boundaries traced without worse consequence. Your Honours' advice is therefore requested upon the aforesaid and following—

Answer to the first:—

That hitherto nothing is lost, and what has been done by Jan Coö and Jan Scott can be again summoned and reclaimed, after some months, in the name of their High Mightinesses.

Secondly. In case Jan Scott, as he styles himself the invited and chosen President of a rebellious mob, should return in March according to his promise, to establish some other and new order in the English and Dutch villages, do your Honours consider it advisable to oppose him by force ? with what strength and on what footing ?

Answer 2.

We are fully of opinion that it is not to be suffered nor endured, that such persons should revolt being for the most part subjects of the Lords Majors and their High Mightinesses, our and their sovereigns, and moreover endeavour to force the loyal inhabitants thereunto; but it is known to every one that the Netherlanders, your Hon^{rs} faithful subjects, are burthened with onerous duties for the cargoes, sent hither from Holland, which causes scarcity of merchandize; and burthened, over and above with fl. 4. 4 for every anker of brandy, distilled waters, Spanish wine, and for the French wine half as much that is exported to the North or the Virginias, the most of which is sold for tobacco, which tobacco in being transhipped to Amsterdam must again pay here thirty stiv. per 100 lbs., while the waters or brandy is here sold for sewant, for which beavers must be traded. Add to this the excessive duties payable by the tapster, on a hogshead of French wine fl. . . .; for an' anker of brandy fl. . . . and others in proportion; and by the burgher for his consumption . . . and in addition thereunto, the tax on chimnies, on cattle, etc., which taxes have greatly enhanced the merchandize—considering moreover, the little money from the returns to Fatherland, the little commerce and trade, in consequence of which many brave inhabitants have departed hence, many houses stand empty and unoccupied, whereby the Burghery here is so enfeebled and impoverished, that many are unable to earn their living much less to undertake military expeditions and watchings without proper remuneration; many being, moreover, indebted

to the traders or factors, who cannot get any pay. This causes few and slight returns to their Masters or partners; consequently most of the best must depart, (some having set their prosperity on this land) to the great diminution of the advancement of this place. It were, therefore, desirable that the Lords Majors, Directors of the Hon^{ble} West India Company, of the Amsterdam Chamber, had employed for the benefit of this country the monies which they have now for so many years received for duties both in Fatherland and here, as well in enrolling and sending 2 @ 300 brave discharged soldiers as in fortifying this our City; doubting not, had such been done, but those who now revolt would have taken good care, knowing that we being strong enough would have given them plenty of trouble and reduced them by force of arms to obedience. That, then, now not being the case, we think *firstly* that every Burgher is bound to defend his place within its walls, and the military or soldiery of the Company outside and the country and villages round about, wherever it is necessary, both against the savage barbarians as the English or other nation, who would injure us and no farther.

Thirdly. It may probably be inferred from rumours as well as from the manner in which they proceed, (without any commission from higher authority as far as we can up to this time judge), that they desire and seek only for opposition and that bloodshed may follow, so as to seize occasion therefrom to give not only the Dutch villages up to fire and sword, but also to plunder this place for which purpose, 'tis said the sixth man should be enlisted and impressed in the adjoining colonies. Time and circumstance must determine the truth.

Answer 3.

We believe, that the English want nothing else, than that some of their blood be spilt, to seize occasion therefrom and to attempt nothing but to plunder this place, as the greater portion is a ragged troop. What regards the impressment of the sixth man, we have also heard the same, but without any certainty. Yet that never alarms a brave soldier who is on his guard; and this matter is commended to the R^t Hon^{ble} Director General and Council in order to protect the entire country from the attack of enemies, pursuant to the exemptions promised by the Hon^{ble} Company.

Fourthly. If it should happen according to the rumors and threats,

that they summon or cause to be summoned this City like the English and Dutch villages on Long Island, 'tis my absolute advice and opinion that such ought and must be resisted by all possible means. Wherein also specially your Honours' advice and written resolution are requested, being how and with what means.

Answer 4.

We are of opinion hereupon, that the Burgher is not bound to dispute whether this be the King of England's soil or their High Mightinesses; but if they will deprive us of our properties, freedoms and privileges, to resist them with our lives and fortunes, doubting not but our good inhabitants shall again prove themselves the same as they shewed themselves in the Year 1653, in the English War, defending the Company with their lives and property.

Fifthly. The openness of this place along the water side, both along the East and North Rivers being notorious and manifest as well to your Honours' as to us, how and in what manner is it best to fix and defend it, and therefore ?

Answer 5.

The fifth article shall be answered here below in the Sixth.

Sixthly. Do your Honours not think it practicable and necessary to set this off, as quick as possible with sufficient palisades against an unexpected attack ? and that an estimate be made for that purpose as to how many palisades each householder and each unmarried man, each according to his quality, ought to and is able to furnish and within what time.

Answer 6.

It is stated in the second article, that the Burghers are exhausted and therefore cannot burthen themselves. The income of the City is also so trifling that it cannot complete the few works heretofore begun for the City, the a/cs of which were made public every year from which it appears the greater the revenue the greater the expences. We should, therefore, request the R^t Hon^{ble} Director General to be pleased to lend the Company's Negroes to cut and haul palisades with the City's Negroes for two wings, one to be brought to the North, the other to the East River.

Seventhly. Do your Honors not consider it necessary, that half a Burghers Company shall parade in the evening from now henceforward duly provided with arms, powder and ball and keep watch through the

night and through the day with a corporal's guard, until the result and issue of the current reports appear ?

Answer 7.

We are of opinion that when occasion demands not only half a Burghers Company should watch by night and be ready, but even an entire, yea all the three Companies—but for the day watch it should be understood that this could be fitly performed at this City's gates by the Hon^{ble} Company's soldiers lying in garrison here; yea, it ought to be done in order to pay due attention to what goes out and all that come in.

Eighthly. Whereas it has long been, and still continues to be reported, that the English have bought the country of the Neuwesinghs and endeavour to settle there contrary to (our) will and prohibition, what do your Honors think best in this very dangerous conjuncture, to prevent and hinder it, provided a number of 25, 30, @ 40 soldiers be sent thither, either more or less, according as Your Honours and we judge may prevent by anticipation; or do your Honors consider it best and most advantageous at present not to divide the small military force, whereupon your Honours special opinion advice and written resolution are requested ?

Answer 8.

We have paid especial attention hereunto. We should, under correction, leave that to the judgment of the R^t Hon^{ble} Director Gen^l and Council of N. Netherland, our superiors at this place, who best know how and wherewith to defend the country, and the interest of the Hon^{ble} Company and of their High Mightinesses, the States General.

Ninthly. Is it not necessary to send some person secretly to the North to enquire privately about the rumours and reports of listing and calling out every sixth man in the adjoining colonies and what number that would reach and whom to employ thereto ?

Answer 9.

We consider such to be necessary, but we must command and leave that to the Hon^{ble} General.

Tenthly, and for this time lastly, What is to be written or sent to the rebellious President Jan Scot, if, as he proposes, he should call together the English and Dutch towns on Long Island, in the beginning of March at Heemstede ?

Done at Fort Amsterdam in N. Netherland the 8th Feb. 1664. Was signed

P. Stuyvesant.

Answer 10.

In our opinion Jan Scott, self-elected chief and President, should be written or sent to, whether his assembly in March be at Heemstede or Sytaquet, the rather as it was concluded in the embassy last month to Jamaica, as we understand, that all the English towns on Long Island should remain under his Majesty of England until the 20th of February, Old Style; and if nothing were written thereon, they might possibly persist in it and assume it to their great advantage and propose it to his Majesty, to our great inconvenience, your Honour's inhabitants.

It is also stated therein, that the Dutch towns, all inhabited by Dutch, shall remain under their High Mightinesses the Lords States General until that time under this clause, saving his Majesty of England's sovereignty over the places aforesaid; and these conditions are subscribed on the one side by Capt. Jan Young as Commissioner of Connecticut and Capt Jan Scott as Chief and President of the rebellious and revolted troop, and on the other side by the Secretary Van Ruyven and Burgomaster Olof Stevenzen van Cortlant and Cornelis Steenwyck old Schepen, delegated by the R^t Hon^{ble} D^r General and Council of N. Netherland, being instructed to do what they considered best in the conjuncture of the time. Whereupon, as your Honour understands, negotiations should be had in order to gain time, or whether what has been done therein as above related should be annuled and the papers taken back, we must leave and commend to your Honours' wiser judgment. Done Amsterdam in N. Netherland the 11th Feby. 1664.

J. Backer,	P. L. van de Grift,
Timotheus Gabry,	Cornelis Steenwyck,
Isaac Greveraet,	O Stevensen v. Cortlant,
Nicolaes de Meyer,	Allard Anthony.
Christoffel Hooghlant.	

Tuesday 12 Feb: 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendertz vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Greveraet, Nicolaas de Meyer, Cristoffel Hooghlant.

Hendrick Lamberzen Mol, pltf. v/s Eghbert van Borssum, deft. Pltf. demands from deft. again a balance of eighty five guilders for a boat

built for him for the sum of one hundred and seventy guilders. Deft. says, the boat is unfit to be used on the Ferry. Burgomasters and Schepens refer the matter in question to Pieter Jacobs Marius and Jan Ariaansen, ship carpenter, to examine the boat and see whether the same be built or not according to agreement and to hear and examine parties touching their difference; further to reconcile them if possible; if not to report their award to the Court.

Jacob Keren, pltf. v/s Elsie Barens, deft. Pltf. says, he lived in the deft's house and returning from a funeral, the deft. charged him with having stolen from her a little bag of money, which she missed and looking saw, that his dishes were taken from the wall; thereupon deft. said, that they were with the little bag of money, whereupon he observed—Open your chest, I shall then open mine and we shall see, where the money and the dishes are; which chests being opened, it was found that the dishes were in deft's chest. Deft. says, 'tis not so, but she in a joke said will you wager me a pot—I shall also do the same to you—telling that his dishes were in her chest. Pltf. denies it. The Officer joins the adverse party, demanding that parties shall go to prison until the matter be investigated. The W. Court having heard further explanation from the President order parties to keep quiet or that further provision shall be made therein.

Gerrit Janzen Roos, arrestant and pltf. v/s Hermen Barenzen, arrested and deft. Deft. in default. Pltf. demands, that the attachment be declared valid. Burgomasters and Schepens declare the attachment valid.

The curators of the insolvent estate of Reinert Janzen Hoorn, pltf. v/s Wernaar Wessels, deft. Pltf. in their quality demand, deft. shall swear, that the a/c which he brings in against the estate is just, and that he has not received in payment any more than he has credited the estate with. Deft. offers to declare so on oath, saying he has not received any more to his knowledge; and he has done so at the hands of the Officer. The W. Court order pltf. in their quality to satisfy and pay the deft. according to the condition of the estate.

Ditto curators, pltf. v/s Eghbert van Borssum, deft. Pltf. in their quality demand as before. Deft. is asked, who has kept, the a/c. ? Answers his son Hermanus. He was therefore ordered to call him, where-

upon he says he 's from home; then will see if he have returned. Coming back with his wife says, his son is not yet home, and his wife declares that nothing more was received, than he was credited for; offering to affirm the same on oath; and took the same at the hands of the Officer. The W: Court order pltfs. in their quality to satisfy and pay the deft. according to the condition of the estate.

Metje Wessels entering exhibits her book and a/c concerning the case in question between her and Maria Schrick. The W. Court recommend her to go to Maria Shrick and to arrange the matter together.

The curators of the insolvent estate of Reindert Janzen Hoorn, pltfs. v/s Merritje Lubbers, wife of Freryck Gysberzen van den Bergh, deft. Pltfs. in their quality demand, that deft. shall declare upon oath, that the a/c which she brings against the aforesaid estate is just and that she has not received any more payment than she has placed to the credit of the aforesaid Hoorn. Deft. exhibits her dec^d's husband's book and a/c, kept in this instance. Burgomasters and Schepens decree, that whereas the a/c is confirmed by the dead, that the pltfs. shall satisfy and pay the deft. according to the condition of the estate.

Ditto curators, pltfs. v/s Hendrick Jansen van der Vin, deft. Pltfs. demand as before. Deft. offers to do so and has also done so at the hands of the Officer. Burgomasters and Schepens order pltfs. in their quality to satisfy and pay deft. according to the circumstances of the estate.

Ditto curators, pltfs. v/s Dirck Wiggersen, deft. Deft. absent. The Court Messenger Claas van Elslant appearing says, that deft. told the Court Messenger Pieter Schaffbanck, that he did not claim any thing from the estate.

ORDINANCE enacted by Schout, Burgomasters and Schepens of this City in the matter of their non-appearance at, or coming too late, to the Ordinary or Extraordinary Court.

Resolved, concluded and enacted at the Court of Schout, Burgomasters and Schepens, that the previously enacted ordinance of Schout, Burgomasters and Schepens then in office on the subject of their non-attendance or too late appearance at, ordinary or extraordinary Court shall be strictly observed and obeyed to wit:—

Whoever comes half an hour too late shall forfeit. . . .ten stivers

Whoever comes an hour too late.....one guilder

Whoever is wholly absent.....two guilders.

It is further concluded and enacted, that the fees from the extraordinary Court shall lie and be kept apart and those, who come too late or are absent then, shall forfeit as above—but from this are excepted all such as may go to Fort Orange, South River or New England on their business, also whoever is sick or shall have any just cause of absence—but this, after proof, remains at the discretion of the W. Court, then to fine those, who may have none. And that the aforesaid be better observed and obeyed it is unanimously concluded by the Board that on whomsoever the aforesaid fines fall, shall settle his a/c, according to the pleasure of the Board, without any gainsay. In witness whereof the Schout, Burgo-masters and Schepens have subscribed these the 19th Feb. 1664.

Pieter Tonneman,	P. L. van der Grift,
Isaac Greveraet,	Cornelis Steenwyck,
Nicolaas de Meyer,	Jacob Backer,
Christoffel Hooghlandt,	Tymotheus Gabry.

Tuesday, 19 Feb^r 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenders vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Greveraet.

Gerrit van Tright, pltf. v/s Balthazar de Haart, deft. Pltf. as curator of the estate left by Elmerhuysen Clein, demands payment from deft. of the sum of nineteen hundred and ten guilders, arising from the matter of a purchased a/c, of the Hon^{ble} West India Company bought by deft. Deft. admits the debt. Pltf. replying says, that deft. will pay him in loose sewant. Deft. maintains he can do so, inasmuch as it was not conditioned, that payment should be made in stringed wampum. Burgo-masters and Schepens having heard parties, decree that deft. shall satisfy and pay the pltf. in good stringed merchantable sewant, as it is a considerable sum.

Albert Alberzen, pltf. v/s Nicolaas Verlet, deft. Pltf. says he brought with him last year a horse from the North, the expence of which the deft. engaged himself to him to defray according to *acte* exhibited in Court, and that the deft. has not yet paid the same, and that he, the pltf., was arrested therefor at the North; exhibiting certificate thereof, demand-

ing release with costs. Deft. says, the horse does not concern him, but Thomas Hal; does not deny but he has bound himself for the pltf. and that Thomas Hall was also arrested at the North for the same business and that pltf. must look to Thomas Hal. Burgomasters and Schepens decree, as the deft. has engaged himself for the pltf. that he shall have to release him with costs, on condition of holding guarantee, where he thinks proper.

Arent Isaackzen, pltf. v/s Hendrick Aarenzen Spaniard, deft. Both in default.

Hendrick Hendricksen Obe entering requests, that he may receive the tobacco in question between him and Sara Verbrugge according to acte instituted in date 29th January last. He asked, if the case cannot be laid by? Answers No—and no other man but he has disposal of his property—persisting that it is his tobacco. Burgomasters and Schepens persist in their judgment dated 29. January afores^d.

Willem Willekes entering states, that he cannot receive any payment from Reinier Willemsen, baker: requests therefore that further order be issued. Burgomasters and Schepens order the Marshal to levy execution against Reinier Willemsen, baker, without delay, whereunto the Officer Pieter Tonneman is requested to lend the Marshal a helping hand.

* Saturday, 22^d of February 1664, at the City Hall. Present Messrs. Pieter Tonneman, Paulus Leenderzen van der Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer, Cristoffel Hooghlant.

Read at the meeting the request presented by the Burgomasters of this City on the 21st of February last to the Hon^{ble} Director General and Council of N. N., concerning the present conditions of the country and its necessities, to wit, to make this City strong with a stone wall on the land side and palisades along both the river fronts; the money required to do this to be raised among the wealthiest inhabitants at interest, on condition, that they may have the tapsters' excise on wine and beer. The Director General and Council having issued an order granting it, the President further reports, that Mr. van Ruyven has already offered 1000 fl. and the Director General has said, he would not give less on interest. It is also asked, whether it is not necessary, to summon the old Burgo-

masters and Schepens and ask them, how much they will loan to the City on interest, whereupon it is unanimously resolved, to summon not only the old Burgomasters and Schepens, but also the wealthiest inhabitants for the following Monday, which was agreed upon and the Schout, Burgomasters and Schepens present have promised to loan on interest as follows:

Schout Pieter Tonneman.....	200 fl.
Burgomaster P. L. van der Grift.....	300 "
" Cornelis Steenwyck.....	1500 "
Old Burgom ^r O. S. van Cortlant.....	1500 "
Schepen Jacob Backer.....	500 "
" Tymotheus Gabry.....	300 "
" Isaack Grevenraat.....	200 "
" Nicolaas de Meyer.....	500 "
" Christoffel Hooghlant.....	300 "
And what Mr. van Ruyven promises.....	1000 "
<hr/>	
6300 fl.*	

[The preceding between * * was omitted by Dr. E. B. O'Callaghan, and is now, in 1897, translated by B. Fernow.]

Monday, 24 Feb. 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Isaack Greven Raat, Nicolaes de Meyer, Cristoffel Hoogh-Lant.

Some of the Burghers and inhabitants of this City being sent for to Court the petition, which the Burgomasters of this City presented on 21st Feb. last to the R^t Hon^{ble} Director General and Council of N. Netherland is communicated and read to them together with the order received thereon. To this purpose they are asked, how much they will give the City on interest pursuant to the obligation, the copy whereof here follows:—

We the undersigned, each for himself individually, promise to give on interest in behalf, and for the fortification of this City, pursuant to the order obtained on their petition by the Burgomasters of this City from the R^t Hon^{ble} Director General and Council of New Netherland dated 21st

February 1664., the sum hereunder written, the interest to count at ten per cent. and to commence when each shall have paid his last promised pennies and continue, until the monies given on interest shall be paid back, for the longest the time of five consecutive years from date, in such value as the zewant at present circulates between man and man, to wit:— eight white or four black beads for one stiver, and the interest shall be punctually paid every year, under bond of this City's property, and the farming of the tapsters wine and beer excise consumable within this City, pursuant to the order afores^d granted to this City, and have signed

Jacques Cousseau.....	fl. 1000.
Reinout, Reinoutsen.....	200.
Jacob Kip.....	100.
Gerrit van Tright.....	400
Willem ^e de Marschalck.....	800.
Jeronimus Ebbinck.....	200
François Boon.....	400.
Balthazar de Haart.....	250.
Reinier Rycken.....	200.
Hendrick, Willemzen, baker.....	250.
Jacob Teunizen Kay.....	250.
Freryck Flipzen.....	200.
Jacob Leisler.....	250.
Coenraat, ten Eyck.....	200.
Roelof Roelofzen.....	100.
Hans Stein.....	300.
Hendrick Obe.....	300.
Mattheus ^e de Vos.....	200.
Reinier Willemzen, baker.....	100.
Bartholdus Maan.....	100.
Lauwerens van der Spygel.....	100.
Claas Lock.....	200.
C. I. Verbraack.....	100.
Dirck van der Clyf as agent of Sieur Arent Jansen } Moesman but with ^e his consent, a sum of.... }	300.
Carel van Brugge.....	100.
Mighiel Tadens.....	100.

Tomas Lamberzen.....	200.
Tomas Lauwerens.....	100.
Jan Everzen Bout.....	300.
Jan Schryver.....	200.
Stoffel van Laar.....	200.
Freryck Gysberzen van den Bergh.....	250.
Claas Gangelofzen Visser.....	250.
The Deaconry have promised to the Burgomaster Paulus Leenderzen vander Grift.....	2000.
Dirck Janzen.....	100
Antony de Milt.....	100.
Hendrick Kip the elder.....	100.
Allert Conninck.....	100.
Jan Janzen van Brestee.....	150.
Evert Duyckingh.....	100.
Tomas Francen.....	100.
Jan Hendrickzen van Bommel.....	100.
Jacob Strycker.....	150.
Cornelis Aarzen.....	100.
Gerrit Fullewever.....	100.
Hendrick van de Water.....	100.
Guiliam d'Honneur.....	200.
Asser Levy.....	100.
Isaack de Foreest.....	250.
Ægiduis Luyck.....	200.
Joannes Dirckzen Meyer.....	200.
Paulus Richard one Cargo.....	500.
Ambrosius de Weerhem.....	100.
Claas Bordingh.....	100.
Jonas Barteltzen.....	100.
Arien van Laar.....	150.
Frans Janzen van Hooghten.....	100.
Abel Hardenbroeck.....	100.
Daniel Verveelen.....	200.
Alexander Stertaer.....	100.
Willem Abraham van der Borden.....	100.

Denys Isaackzen van Harteveld.....	100.
Jurrien Blanck.....	100.
Pieter Jacobzen Marius.....	100.
Eghbert Meinderzen.....	100.
Andries Rees.....	100.
Jan Joosten.....	100.
Lucas Andriezen.....	100.
Claas Janzen, baker.....	150.
Sybrant Janzen Galma.....	100.
Jan Gerrizen van Buytenhuyzen.....	100.
Eghbert van Borsum sends word by Jan Jelizen } Kock that he will give on interest..... }	100.
Huge Barenzen Klein.....	100.
Pieter Janzen Schell.....	100.
Hermen Wessels.....	100.
Allard Anthony.....	250.
Resolveert Waldron.....	100.
Pieter Winster, hatter.....	100.
Nicolaes de la Plaine.....	100.
Dauid Joghimzen.....	100.
Wernaer Wessels.....	100.
Symon Janzen Romein.....	200.
Symon Felle.....	100.
Evert Pieterzen, schoolmaster.....	100.
Coenraet ten Eyck { as curators of the es- Boelte Roelofzen { tate of Aaltje Bickers }	1500.

 fl. 18,100.

The Heeren C. v. Ruyven, Schout, Burgomasters,
 Treasurer and Schepens of this City have signed
 for..... 6300.

fl. 24,400.

The R^t Hon^{ble} Direct^r Gen^l P: Stuyvesant..... 1000.
 D^r Johannes Megapolensis..... 600.
 D^r Samuel Drisius..... 500.

Nicolaes Verlett.....	400.
Govert Loockermans.....	500.
Marten Cregier.....	100.
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fl. 27,500.	
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Friday 7th March, 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hoogh-lant.

This date the President exhibited and communicated to the Court the sealed letter, obtained from the R^t Hon^{ble} Director Gen^l and Council of N. Netherland to the effect, that their Honors granted the Burgo-masters of this City the tapsters excise of wine and beer consumable within this City's jurisdiction and that so long until the money raised for the fortification of this City is paid with interest.

To the Right Hon^{ble} Direct^r Gen^l and Council of N. Netherland.

Right Hon^{ble} Sirs,

The Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland respectfully represent—

That although your Honors convoked in the month of October of last year a General Provincial Assembly which was held on the 1st, 2nd and 3rd of November following by Deputies from the adjoining towns and settle-ments only, because the delegates from the Colony of Renselaerswyck and villages of Beverwyck and Wildtwyck were unable to come down and sail back at the time, owing to the inconvenience of the approaching winter: and whereas after the aforesaid meeting of the Assembly, our neighbours, the revolting English, have made attempts under one Jan Scott against this State endeavoring to reduce our villages on Long Island under their obedience, with divers threats which they gave out, of making some attempt on this place; all which we think unnecessary to enlarge on, as such is sufficiently known to every one and what they further sought to commit in invading, taking possession of, and inhabiting the Neuwe-singhs, we find ourselves necessitated to turn to your Honors with urgent entreaty that in this highly imperious necessity, in which the whole

country is placed, you would again convoke a General Provincial Assembly as early as possible and call together some Deputies both from the surrounding places and towns as specially from the Colonies of Reinselaars Wyck, Beverwyck, and Wild Wyck to enact by a unanimous vote, what shall be found proper for the prosperity, quiet and peace of this Province, which ought to be immediately reported to our Lords and Principals in Europe, so as to be able to send it over with the Delegates in the ship the *Statyn*; awaiting hereon your Honour's disposition we are and remain, (Under Stood) your Honours obedient servants, The Schout, Burgomasters and Schepens of the City Amsterdam in N. Netherland. Signed, P. L. van der Grift. Lower Stood. By order of the same. Signed Joannes Nevius, Sec^y. Done the 18 March 1664.

Conformably to the Apostile dated 27th Octob. last, the petition was deemed just and necessary. Therefore the letters thereto required shall be drawn up and placed in petitioners hands to be despatched by the earliest departing sloops. Done Fort Amsterdam in N. Netherland the 18th March 1664. Under Stood. By Order of the Hon^{ble} D^e Gen^l and Councillors of New Netherland. Signed C. v. Ruyven Secr^y.

Tuesday 18th March 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Burgomaster Cornelis Steenwyck, pltf. v/s Raaf Barcker, deft. Pltf. demands from deft. eleven hundred and twenty six guilders in tobacco and that deft. shall be condemned to pay him before his departure; he has attached his person. Deft. admits the debt, but says he durst not land the tobacco here, since it is contrary to the act of his Royal Majesty of England. Burgomasters and Schepens condemn the deft. to satisfy and pay pltf. the demanded sum, declaring the attachment so long valid.

Hermen Wessels, pltf. v/s Hendrick Arenzen Spaniard, deft. Pltf. demands from deft. seven beavers or one hundred and forty guilders in sewant for surgeon's fees etc. Deft. says, that the pltf. after cursing him, said he should pay him the hundred and forty guilders, and that he should go board with him a month for it; then that he could not determine on that and endeavored to agree with him. Burgomasters and Schepens refer the matter in question to Gerrit van Tright and Balthazar

de Haart to take up the matter in question; to hear and examine parties, to decide the case and to reconcile parties if possible; if not to report their award to the Court.

Arent Isaackzen, pltf. v/s Hendrick Arenzen Spaniard, deft. Pltf. demands from deft. six guilders in beavers for a pair of shoes received long since from him. Deft. says, that he assigned the pltf. over to young Kees to receive his pay in wheat for the shoes and he accepted it; which the pltf. denies. Burgomasters and Schepens condemn the deft. to satisfy and pay the pltf. the six guilders in beavers.

Freryck Gysberzen van den Bergh, pltf. v/s Hendrick Arenzen Spaniard, deft. Pltf. demands from deft. according to a/c produced the sum of one hundred and twenty guilders in seawan and eighty gl. in beavers. Deft. demands, that pltf. shall give him the writing relative to the settlement between him and the pltf. and written by Wernaer Wesels; he shall then pay him whatever is over. The W. Court orders the deft. to prove at the next Court day that there is a settlement.

Nicolaas du Puys, pltf. v/s Jacob Keren, deft. Pltf. demands from deft. for a building sold to him, according to hand writing the sum of fifty guilders in sewant. Deft. denies the debt and says he bought the same on condition, that he could pay. Burgomasters and Schepens having heard parties condemn deft. to satisfy and pay pltf. the fifty guilders.

Gerrit van Tright, pltf. v/s Tryn Claas, deft. Pltf. in quality as curator of the estate left by Dirck Keizer dec^d demands from deft. by balance the sum of two hundred and fifty guilders twelve stivers in beavers according to a/c exhibited in Court. Deft. says the only objection, she has is that the duffels bought from him were four ells short and that she informed Dirck Keiser thereof, who gave for answer to deduct one beaver therefor on closing the a/c. Pltf. says, that does not appear by the book. Deft. offers to confirm the same on oath if necessary and on being required. Pltf. says, he is satisfied with her word. The W. Court order deft. to satisfy and pay the pltf. in the quality in which he acts the two hundred and fifty guilders twelve stivers in beavers deducting one beaver for the four duffels found too short.

Jacob van Couwenhoven, pltf. v/s Jacob Smitt, deft. Pltf. demands from deft. twenty three guilders seventeen stivers and a half for his share

of a present made to the Indians for the whale presented to him and says, he has attached some monies, as he is unwilling to pay the whole. Deft. says, others rec^d two parts for his one share and that the others have been spoken to twice and he not. The W. Court decree, that the deft. shall have to satisfy and pay the pltf. the half of the three and twenty guilders and seventeen and a half stivers.

Cornelis van Borssum, pltf. v/s Hendrick Lamberzen Mol, deft. Pltf. concludes, that deft. shall be condemned to restore the boat and line without delay to the place, from which he unlawfully and improperly removed them and pay the costs, which he caused the pltf. by the drifting of the boat and the hire of another boat in order, not to allow the Ferry to be interrupted or inconvenienced, with costs and to all such ends as may most profitably and advantageously serve him. Deft's wife appearing says, that the boat her husband was to make for the pltf. in lieu of the boat, which he took away, is ready according to contract and pursuant thereunto he may take away this boat. Pltf. replying says, the boat is not made according to contract. The Court refer the case in question to Pieter Jacobs Marius and Jan Ariaansen, ship carpenters, to see if the boat, which deft. made in return for the pltf. is made according to contract and if they cannot reconcile parties to render their report in writing to the Court.

Seletje Arens, pltf. v/s Hendrick Obe, deft. Pltf. produces certain extract from the minutes of 29th January last relative to and regarding the case between her and the deft. in quality as curator and guardian of the estate left by Gerrit Hendricks van Harderwyck. Deft. says, the arbitrators appointed thereunto by the Court on the date aforesaid could not settle the matter. Burgomasters and Schepens refer the matter in question *de novo* to Jacob Strycker and Hendrick Jansen van der Vin, both old Schepens of this City, to take it up anew in the presence of Schepen Tymotheus Gabry, to hear parties, to examine the case and decide it, and to reconcile parties if possible, if not to report their award to the Court.

Hendrick Janzen van der Vin, pltf. v/s Lambert Barenzen, deft. Pltf. demands from deft. as successor of Aris Otte * the sum of ninety one guilders ten stivers pursuant to Notarial act and a/c produced in Court, with costs; and says that deft. has promised him, when he paid him eighty

* I. e., as husband of Otte's widow.

guilders, to satisfy and pay him. Deft. says, he maintains he is not bound to pay the principal and interest, if he is not to receive what pltf. owes the estate. The W. Court condemn deft. to satisfy and pay the pltf.

Pieter Pia, pltf. v/s Cataryna van Laar, deft. Pltf. produces a judgment dated 7. Nov^r 1662. ag'st the deft's mother demanding payment thereof or that he may sell the property remaining with him. Deft. says, she endeavored to agree with the pltf. but he would not do so and demands that the property in pltf's hands may remain attached for the debt until her father arrives, whom she expects. Burgomasters and Schepens decree, if pltf. receive not payment according to aforesaid judgment within the time of six consecutive weeks, that he may then sell the property to obtain his pay therefrom.

Schout Pieter Tonneman, pltf. v/s Willem Bogardus, deft. Deft. in default.

Ditto Schout, pltf. v/s Gysbers Freryckzen, deft. Deft. in default.

Ditto Schout, pltf. v/s Dirck Smitt, deft. Deft. in default.

Freryck Gysbertzen, pltf. v/s Symon Barenzen, deft. Deft. in default.

Jacob van Couwenhoven, pltf. v/s Pieter van Couwenhoven, deft. Deft. in default.

Jacob van Couwenhoven, pltf. v/s Maat Seeuw (the Zealander), deft. Deft. in default.

Hendrick Obe, pltf. v/s Sara Verbrugge, deft. Deft. in default.

Jan Vinge, Jacques Cousseau and Pieter Stoutenburgh, curators of the estate left by Raghel van Tienhoven dec^d, appearing, state, that Allard Anthony has an obligation dated the twenty fifth of January 1653, executed by the Rt. Hon^{ble} P. Stuyvesant, Cornelis van Tienhoven and Paulus Leendersen van der Grift for the sum of two thousand guilders, each for a just third part, and that Allard Anthony says, that the two third parts of the aforesaid R^t Honble P. Stuyvesant and Paulus Leenders van der Grift are paid and that the remaining third part has not been paid either by Cornelis van Tienhoven or his wife; they demand therefore, that Allard Anthony shall confirm the same on oath. Allard Anthony also appearing, offers to swear, that on the aforesaid obligation he received from the R^t Hon: P. Stuyvesant and P. L. van der Grift, each their third part, but on the third part of Cornelis van Tienhoven he has not received any thing, neither from the aforesaid Tienhoven nor from

his wife; and pursuant thereto he has confirmed the same on oath at the hands of the Officer.

The curators of the estate of Raghel van Tienhoven dec^d request, that two arbitrators be appointed by the Court to take up the a/c between them in the quality in which they act and Allard Anthony. Burgomasters and Schepens appoint thereunto Olof Stevensen van Cortlant, old Burgomaster and Treasurer of this City, and Gerrit van Tright, authorizing them to take up the a/cs, to discuss the same, to hear and examine parties, to decide the a/cs, to reconcile parties if possible; if not to report their award to the Court.

Pieter Jacobzen Marius appearing demands execution of the judgment, which he obtained against Sybout Clasen in date 29 January last. The Marshal is ordered to put these into execution.

Symon Janzen Romein appearing demands execution of the judgment, which he obtained against Jan Rutgersen Moreau in date 23^d Octob. 1663. The Marshal is ordered to put these in execution.

The Officer Pieter Tonneman demands execution of the judgment obtained on the 29th January last against Arent Juriaensen Lantsman, Albert Albersen and Jan de Witt, miller. Apostille: The Marshal is ordered to levy execution on each of these.

Albert Alberzen appearing exhibits a judgment pronounced against Nicolaes Verlett dated 19 Feb. last; also an a/c of costs to the sum of fl. 15. in beavers and fl. 12. in seawant besides the loss of 60 bushels of maize lying yet attached at Stamford at the discretion of the Judge together with the failure of his good and other damages, demanding right and justice. Burgomasters and Schepens decree, that Albert Albersen shall have to regulate himself according to the tenor of the above written judgment.

The President states, that the General notified him and the Burgom^r Cornelis Steenwyck to publish the placard sent to the Board of Schout, Burgomasters and Schepens in date 15 Sept 1663 about respecting the Sabbath and enquired the reason such was not done, whereupon they answered, that the Board found themselves agrieved in some particulars, but that they should communicate it to the present Board to hear their advice thereon, for which purpose communicating it to the Board in order that it should state its opinion, it advises:—

Burgomasters and Schepens having seen, read and considered the

Placard enacted by the Rt. Honble Dr. Genl and Council of N. Netherland in date 10th Sept^r 1663 concerning the observance of the Sabbath and sent on the 15th of this month to Burgomasters and Schepens to publish it at the usual place, judge the observance thereof to be highly necessary, but should not dare to publish such a Placard as divers sections thereof are too severe and too much opposed to Dutch liberties.

Tuesday 25 March 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat.

Jurrien Blanck, pltf. v/s Stoffel van Laar, deft. Burgomasters and Schepens having heard the cause of parties on both sides deferring the decision thereof to their W. not as Judges but as Moderators, decree that Stoffel van Laar shall pay the Poor of this City, for injuring the pltf's. son, the sum of six guilders, and to the Officer Pieter Tonneman the sum of twenty guilders; and that Jurrien Blanck shall in like manner pay to the Poor of this City the sum of six guilders and twenty guilders to the Officer abovenamed, for the hostility committed in the deft's house, and if the one again disturb the other touching the above question, he, who shall do so, if being complained of, shall pay the sum of twenty guilders.

Joannes Nevius, pltf. v/s Schepen Tymotheus Gabry, deft. Pltf. demands, that the attachment be declared valid, which he obtained on defts. monies in the hands of Oloff Stevens van Cortland, treasurer of this City, by virtue of a judgment obtained against deft. in date 11 Sept^r 1663 and executorial letter dated 4th Decemb^r following. The deft. demands before the case be further impleaded, that it be postponed until a complete meeting of Burgomasters and Schepens. The W. Court declare the attachment valid and grant the defts. demand.

Freryck Gysberzen vanden Bergh, pltf. v/s Hendrick Aarenz. Spaniard, deft. Pursuant to the order of the last Court day the deft. exhibits a writing of Wernaer Wessels, who declares therein, at the request of both parties, that he knows, a settlement was made by him, but the balance due to the one or the other he does not know, and it was closed and written by him. Deft. says, it was only a blotter, but he does not know, where it remains; but has never receiv^d any pay from him; demanding further from deft. in addition to the eighty guilders in beavers

and a hundred and twenty guilders in seawant, the sum of three guilders seventeen stivers in sewant and one beaver for board. Deft. says, that he has paid the pltf. according to settlement except the three guilders seventeen stivers and one beaver, which he admits owing. The W. Court condemn the deft. to satisfy and pay the pltf's demand.

Eghbert Meindersen, pltf. v/s Arien Huybersen, deft. Pltf. demands in writing to be released from the land,* which he bought from deft. as no deed or conveyance of it has been given him according to written agreement, whereby he is greatly injured; all with costs accrued and still to accrue. Deft's wife appearing exhibits the deed of sale dated 19th Dec^r 1663, and says, it so happened because the Surveyor could not be got to survey the land. Burgomasters and Schepens having heard parties, decree whereas the pltf. has never legally addressed the deft. relative to the conveyance of the aforesaid land, that the sale shall stand good and order deft. to furnish pltf. within fourteen days time with a proper conveyance and deed of the aforesaid land.

Foppe Robberzen, pltf. v/s Jan Gerrizen van Couwenhoven and Seletje Jans, widow of Hendrick van der Walle dec^d, defts. Pltf. says, that he and deft. with Hendrick van der Walle liberated a servant belonging to Nicolaes George for ten pounds stg. demanding from deft. payment thereof. Deft. exhibits a copy of a writing in English regarding the aforesaid and says he offered payment of his share. Burgomasters and Schepens decree, that each shall have to pay no more than his third part.

Jacob van Couwenhoven, pltf. v/s Pieter van Couwenhoven, deft. Defts. 2^d default.

Cornelis Teunizen, pltf. v/s Schipper Isaack Gerrissen Schaap, deft. Pltf. demands from deft. a keg with powder given him. Deft. says, he brought the keg of powder ashore, and as the store was closed and it could not remain on the street, he brought it to the house of the pltf's country woman, who says 'twas stolen out her house. Pltf. replies he gave it in charge of the deft., who also promised him to give it back to him. Deft. admits it. The W. Court order deft. to return to pltf. the keg of powder on condition of holding his guarantee against the person, into whose house he brought it.

* Twenty two and one half morgens (45 acres) in Newtown, L. I., granted to Huybertsen Novbr. 14, 1654. Albany Records H. H., 22.

Thomas Hall, pltf. v/s Cornelis Aarenzen and his wife, defts. Both in default.

Susanna Bresar, pltf. v/s Symon Janzen Romein, deft. Deft. in default.

Hendrick Hendrickzen Obe appearing exhibits a proof, that the tobacco in question between him and Sara Verbrugge was delivered to him; demanding that he may receive the same. Burgomasters and Schepens decree and notify him thereof, that he shall exhibit his proof to his party and summon her for that purpose.

Albert Alberzen, drummer, appearing exhibits the judgment with the estimate of costs against Nicolaas Verlett in the case in question, instituted the 19th Feb: last; saying he cannot come to an arrangement with the aforesaid Verlett; requesting therefore that the same may be put in the hands of the Marshal. The W. Court order copy of the bill of costs to be handed to party to answer thereunto at the next Court day.

Tuesday the 8th April 1664; In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer, Christoffel Hooghlant.

Freryck Gysberzen vanden Bergh, pltf. v/s Symon Barenzen, deft. Defts. 2^d default. Pltf. demands from deft. twenty guilders five stivers. The W. Court orders the deft. to deposit the monies with the Secretary of this City.

Susanna Bresar, pltf. v/s Symon Janzen Romein, deft. Pltf. demands, that the deft. as attorney of Pieter Lucassen van der Goes, shall repair the fence of the aforesaid Pieter Lucassen's lot as she suffers much damage in her garden from the hogs. Deft. promises to do so and to make the fence close this week. Burgomasters and Schepens order deft. to observe his promise.

Hendrick Hendrickzen Obe, pltf. v/s Sara van Brugge, deft. Pltf. again demands that he may receive the hogshead of tobacco in dispute with the deft. producing the declaration of the man, who delivered it. Deft. says, that she must have one hundred and eighty gl. from the same man; she received the hogshead of tobacco in deduction of the debt. Schepen Christoffel Hooghlant declares, that he coming with the pltf. to

his house, the pltf. wife immediately told her husband, that the Englishman had brought him the hhd. of tobacco. Pltf. says, that he sent a man to Mispatt to pack the tobacco in question and gave the hogshead for that purpose. Burgomasters and Schepens decree, that the pltf. may take the hogshead.

Tomas Macky, pltf. v/s — Riddel, deft. Deft. in default. Pltf. entering complains that Riddel's wife detains his clothes from him. The Officer becomes attorney for the pltf. The W. Court orders the Officer to inform himself of the matter and if possible endeavour to reconcile parties.

Claas Gangelofzen Visser, pltf. v/s Boele Roelofzen and Coenraat ten Eyck, as curators of the estate of Aaltje Bickers, defts. Pltf. demands payment from defts., in their aforesaid quality, of the half of nineteen and a half beavers for a hogshead of French wine and an anchor of brandy received at the wedding of Aaltje Bickers with Nicolaas Velthuyzen. Defts. say, that the pltf. held on to the estate and maintain, that they are therefore not bound to pay. Pltf. replying says, that the Curators of the estate left by Nicolaes Velthuyzen informed him, that the estate was fully adequate. Burgomasters and Schepens order defts. to answer the demand in writing on the next Court day.

Schout Pieter Tonneman, pltf. v/s Etienne Gaineau,* deft. Pltf. concludes in writing, that the deft. shall be condemned in a fine of fifty guilders heavy money, for that he pushed a boy into the water and ducked him, also shoved the boy's mother. Deft. answering through Schepen Tymotheus Gabry, as his interpreter, demands copy of the demand and says, that he did not push the boy into the water, but that he fell in and he gave the boy a box on the ear, because he had made game of him and that he pushed the mother from him, because he could not understand her; further that the Officer shall bring his witnesses and he shall bring

* Estienne (or Stephen) Gaineau of Rochelle, came to New Amsterdam in the summer of 1661, having sailed in May of that year in the ship Beaver from Amsterdam, accompanied by his wife and two children. In 1662, he purchased a house and lot in Pearl Street, west of Whitehall, then the shore of the East river, and in the following year his dau. named Sarah was baptized in the Dutch Church. On the 2^d June 1677 he obtained a grant of 80 acres of upland with 10 a. of meadow on the West side of Staten Island by the river side, whence his descendants subsequently moved to New Jersey. He is supposed to have been the ancestor of the present Gano family.—O'C.

his. Burgomasters and Schepens grant deft. copy of the demand and order parties on both sides to produce their witnesses finally on the next Court day.

Schout Pieter Tonneman, pltf. v/s Willem Bogardus, deft. Defts. 2^d default. The pltf. demands from deft. fifty guilders according to the rule of the Court, for having been fighting at Metje Wessels' house; with costs. The W. Court order deft. to deposit the money with the Secretary of this City.

Schout Pieter Tonneman, pltf. v/s Madaleen Vincent and Foppe Robberzen's wife, defts. Pltf. concludes in writing that the defts. shall be condemned according to placard each in a fine of five and twenty guilders for having thrown filth into the Graft. Madaleen Vincent * says, she did not do so, but laid it on the bank and that it was not filth but snow, as she can prove. Foppe Robberzen's wife says, that she threw snow, but no filth in the Graft and she can prove it by the neighbours. The Officer appealing to the Court Messengers, Claas van Elslandt and Pieter Schaaftbanck appearing were heard hereupon, who declare, that they saw the defts. lay snow and not filth near the Graft. Burgomasters and Schepens therefore dismiss the Officers entered suit herein.

Schout Pieter Tonneman, pltf. v/s Dirck Smits, deft. Deft. in default.

Schout Pieter Tonneman, pltf. v/s Gysbert Freryckzen, deft. Deft. in default.

Swaantje de Potter, pltf. v/s Adriaan Vincent, deft. Deft. in default.

Janneke Heermans, arrestant and pltf. v/s Kit Davidts, arrested and deft. Both in default.

Symon Janzen Romein, pltf. v/s Jan Gerrizen van Buytenhuyzen, deft. Deft. in default.

Gysbert van Imbroeck, pltf. v/s Jan Jelizen Kock, deft. Deft. in default.

Mighiel Tades, pltf. and arrestant, v/s Jan Clasen, arrested and deft. Deft. in default.

Joghim Beeckman, pltf. and arrestant, v/s Jan Clazen, arrested and deft. Both in default.

* Madaleen Vincent was the wife of Adriaen Vincent and lived on the East side of Broad Str., betw. Beaver and South William.

Jacob Janzen Bastiaanzén, smith, pltf. v/s Moer Pieters and Maat Seeuw, defts. Defts. in default.

Susanna Bresar appearing exhibits a judgment dated 17 Octob. 1662. pronounced against Willem Jacobsen, baker, demanding that she might sell the goods, which she has in pawn from him. The W. Court decree, that she shall notify Willem Jacobsen of the judgment.

Mighiel Tades requests by petition, that Walewyn van der Veen shall be ordered *de novo* to deliver to the Secretary of this City within a certain prefixed time, his vouchers, papers and documents appertaining to the suit against Mighiel Tades, on pain that justice shall be done on the papers produced by Mighiel Tades to the Secretary in January last. Apostille: Walewyn van der Veen shall be ordered upon a certain penalty to produce his papers mentioned herein at the Secretary's office at the next Court day. Walewyn van der Veen is hereby ordered by the W. Court of this City to produce at the Secretary's office of this City by the next Court day his papers, documents and vouchers appertaining to the suit against Mighiel Tades in quality as attorney of Isaack de Sterre and that under proper inventory, on pain, if he remain in default, that justice shall be done on the vouchers and papers produced by the aforesaid Mighiel Tades.

Schipper Isaack Gerrizen Schaap appearing states, that he is condemned to deliver to Cornelis Teunissen the powder had in charge from him; saying, whereas he had asked the Fiscal, if he could land the powder of the passengers and such being permitted by his Honour, he brought the same ashore, and in order that it should not remain on the street, since the public store was closed, he conveyed it to the house of the aforesaid Cornelis Teunissen's country woman, maintaining that he had fulfilled (his engagement), inasmuch as he is not bound according to bill of lading to look after other goods, having landed them, also that the aforesaid Cornelis Teunissen has summoned him about the powder in question after the woman, with whom the powder was left had gone away and therefore knows not, where he is to have his guarantee. Burgomasters and Schepens having heard the debates of Schipper Gerrisen Schaap persist in their rendered judgment.

Gerrit van Tright, as curator of the estate left by Elmerhuyzen Clein, communicates, that Gerrit van Sleghtenhorst has a claim according to ob-

ligation on the estate of Elmerhuyzen Clein and does not find the debt in the book; demanding that the afores^d Slegthenhorst shall have to affirm the justice of his claim by oath, which Slegthenhorst offers to do. Whereupon Gerrit van Tright says, he is satisfied with the willingness. Therefore do Burgomasters and Schepens order Gerrit van Tright to satisfy and pay Gerrit Slegthenhorst his claim according to obligation.

Nicolaas du Puys demands execution of the judgment, which he obtained against Jacob Keren in date 18th March last. The bailiff is ordered to put these in execution with the costs to accrue thereon from this date.

Cornelis Teunissen appearing exhibits the judgment, which he has obtained on the 25th of March last ag[']st Skipper Isaack Gerrisen Schaap, demanding execution. The Marshal is ordered to put these in execution with the costs to accrue thereon from this date.

Willem Willekes appearing demands again his payment from Reinier Willemsen, baker. Burgomasters and Schepens order the Marshal for the last time to levy execution without delay on Reinier Willemsen, baker; in order to further the same the Officer Pieter Tonneman is requested to lend the Marshal a helping hand.

Schout Pieter Tonneman demands execution of the judgment obtained on the 25th of March last against Jurrien Blanck. The Marshal is ordered to put these in execution.

Officer Pieter Tonneman wishes to know, whereas some dead hogs lie here and there on the street, where he shall have them conveyed and by whom, to prevent the stench, which proceeds therefrom. He was notified to send the City's Negroes, whom he shall order to collect and bury the same.

Whereas on the 18th of March last the R['] Hon^{ble} Director General and Council of New Netherland determined on a General Assembly, which is convoked for the tenth of April of this year, and the same being at hand Burgomasters and Schepens decree, that two from their Board shall be commissioned to attend the same and to aid in concluding, what shall be found to appertain to the advantage of this country; whereunto their W., by plurality of votes, elected Cornelis Steenwyck, Burgomaster, and Jacob Backer, Schepen of this City.

Freryck Gysberzen vanden Bergh demands execution of the judgment dated 25th March last against Hendrick Arensen Spaniard. The Marshal is ordered to put these in execution.

Tuesday 22^d April 1664. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer. Tymotheus Gabry, Nicolaes de Meyer, Christoffel Hoogh-lant.

Schout Pieter Tonneman, pltf. v/s Jan Schryver, deft. Pltf. demands from deft. one hundred and twenty gl. heavy money for twenty persons, which he found on Sunday being the 6th of April in the afternoon after the 2^d sermon at the defts. house, as well sitting as standing, drinking—@ six guilders for each person, pursuant to placard, and a year and six weeks prohibition of trade. Deft. says, the pltf. has not entered a fine against him and he tapped a little pint for strangers on account of their thirst. Whereas the Placards dated 26th Octob 1656 and 15th Sept: 1663 on the observance of the Sabbath, contradict each other, Burgomasters and Schepens unanimously resolve to repair on Thursday next at nine o'clock in the morning to the Assembly of the Director General and Council to speak to them on this subject; also for what reason those, who reside beyond the Fresh Water are allowed to tap more on the Sabbath than the tavernkeepers of this City. And in consequence the case was postponed so long.

Schepen Nicolaes de Meyer, pltf. v/s Tomas Conninck, deft. Pltf. demands from deft. forty three planks according to obligation passed by the deft. in this case dated 10th August 1661. Deft. says, he has paid the planks, since he informed pltf's. wife, when at Fort Orange, that they were ready and she should send a yacht to load them in, which she also had promised, then did not do so, and that in the meanwhile the planks were carried away by the high water to the number of seventy four. Pltf. denies it, holding himself to the obligation, which purports, that the deft. must deliver the planks to the sloop and if necessary he can prove, that those who were to take in the plank did not find them at the place, where they should get them. Pltf's. wife appearing declares, that the sloop was sent to take in the planks, but did not find them. Deft. says, it so happened the first, but not the second time. Pltf's. wife says, that the deft. informed her only once that the planks were ready for delivery. The W. Court order deft. to prove within the time of six weeks that pltf's. wife had accepted the planks in payment: in default thereof the deft. is ordered to satisfy and pay the pltf.

Pieter Pia, pltf. v/s Schepen Tymotheus Gabry, deft. Pltf. demands from the deft. two hundred and twelve guilders arising from the sale of some goods sold for him. The deft. says, he has paid the pltf. by an order on Jacob Leisler, from whom he must have money and the deft. owes him, saying further, that it stands admitted there is yet due him from the pltf. by balance of a/c twenty six guilders seventeen stivers. The W. Court order deft. to satisfy and pay the pltf., what is fairly due him.

Thomas Lodowyckzen, pltf. v/s Jan Janzen van Schorel, deft. Pltf. demands from deft., according to settlement made by arbitrators, the quantity of fourteen hundred and seventy eight pounds of tobacco. Deft. demands copy of a/c., saying there is an error in it, to point it out on the next Court day. The Worshipful Court grant the deft. a copy of the a/c.

Eghbert van Borssum, arrestant and pltf. v/s Aucke Jans, arrested and deft. Deft. in default. Pltfs. wife entering prosecutes the attachment. The W. Court declare the attachment valid.

Schout Pieter Tonneman, pltf. v/s Hendrick Janzen Smitt, deft. Deft. in default.

Hendrick van de Water, pltf. v/s Carel van Brugge, deft. Deft. in default.

Hendrick van de Water, pltf. v/s Roelof Janzen van Meppelen, deft. Deft. in default.

Symon Janzen Romein entering exhibits the execution granted on the judgment against Jan Rutgersen Moreau, and demands that it may take its course; also an attachment on his goods or monies, on which he wishes to levy at Fort Orange. And whereas no replevin has been passed Symon Jansen Romeyn is ordered to demand one from the H^c Officer.

Jacob Vis entering demands his papers used in the suit against Cornelis Pluyvier; also attachment against Pelgrom Clocq and imprisonment of his person, whenever found here, complaining, that he is slandered by him in the highest degree. Burgomasters and Schepens grant the request both to have the papers and imprisonment, on condition of agreeing as to the costs to accrue by the imprisonment.

Mighiel Tades appearing exhibits the order granted on Walewyn van der Veen dated 8th April last, and the note made thereon. Burgomasters

and Schepens undertake to dispose opportunely of the papers produced by Mighiel Tades against Walewyn van der Veen.

Albert Alberzen appearing exhibits the bill of damages suffered and yet to suffer from having been arrested at the North on the part of Nicolaas Verlett and his goods remaining still attached; he requests advice, what he is to do therein. Burgomasters and Schepens order and advise him to notify Nicolaes Verlett, through the Court Messenger to give him a certificate of release so as to depart to the North, and refusing such, to proceed notwithstanding to the North, there exhibiting the order of this Court.

Boele Roelofzen and Coenraat ten Eyck, as curators of the estate left by Aaltje Bickers, answer to the suit entered by Claas Gangelofzen Visser dated 8th April. The W. Court order copy to be furnished to party to reply thereunto at the next Court day.

Tuesday, 29th April 1664: In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Greveraet, Nicolaas de Meyer, Christoffel Hooghlant.

M^r Hans Kierstede appearing states, that he has made an attachment on the goods of Caspar ter Smitten and Joannes Sluyter in Lauwerens de Sille's hands and requests, that the attachment be declared valid. Burgomasters and Schepens decree, that M^r Hans Kierstede shall summon Lauwerens de Sille and Jan Schivelbergh for the next Court day and show cause for the attachment; meanwhile declaring the attachment valid.

Schout Pieter Tonneman, pltf. v/s Hendrick Janzen Smith, deft. Pltf. demands from the deft. a fine of one hundred and thirty two guilders heavy money for twenty two persons, whom he has found on the sixth of April being Sunday at defts. house a drinking—with prohibition of trade for a year and six weeks, and costs. Deft. says, there were not so many persons at his house, and he had no beer at the house then, only a little pint of beer of what remained when he tapped for Herman the Serjeant. The case was postponed by the W. Court until the next Court day.

Evert Duyckingh, pltf. v/s Wernaer Wessels, deft. Pltf. demands from deft. five months rent according to lease and a/c exhibited to Court. Deft. says, there is no other difference between them except on the price

of the tobacco and a bleaching field, producing an offset a/c. Whereas the difference in a/c relates to the bleachery and the price of the tobacco the same is referred by the W. Court of this City to Jacques Cousseau and Jacob Kip, both old Schepens of this City, to take up the matter in question in the presence of Schepen Jacob Backer, to hear and examine parties, to discuss and decide the case and if possible endeavour to reconcile parties; if not to report their decision to the Court.

Hendrick van de Water, pltf. v/s Carel van Brugge, deft. Defts. 2^d default. Pltf. demands from deft. one thousand and fifty pounds of tobacco according to obligation. The W. Court order deft. to bring the demanded tobacco in consignment of this City.

Tomas Lodowyckzen, pltf. v/s Jan Janzen van Schorel, deft. Pltf. demands from deft. according to settlement, payment of fourteen hundred and seventy eight pounds of tobacco. Deft. communicates by writing an error, which is in the a/c, requesting therefore, that two indifferent persons be appointed and authorized to review the a/c in presence of one of the Bench. Whereunto the W. Court appointed Nicolaas Verlett and Isaac Bedloo to take up the a/c which parties have against each other, in presence of the Schepen Tymotheus Gabry, to hear and examine parties and decide the case, and if possible endeavour to reconcile parties; if not to report their award to the Court.

Freryck Gysberzen van den Bergh, pltf. v/s Symon Barenzen, deft. Pltf. demands from deft. twenty guilders five stivers according to a/c with costs. Deft. admits the debt, promises to pay as soon as he can do it. The W. Court order deft. to satisfy and pay the pltf.

Symon Janzen Romein, pltf. v/s Jan Gerrizen van Buytenhuyze, deft. Pltf., as agent of Eghbert Beninck, says, that deft. brought from Pietertje Jans a coat, kettle and waterpot belonging to Eghbert Beninck, which Pietertje had in charge. Deft. says, he must have money from Pietertje and in diminution of debt bought aforesaid goods. The W. Court decree, that the pltf. must address himself to Pietertje Jans and not to the deft. for the goods, which she had belonging to Eghbert Beninck.

Wernaar Wessels, pltf. v/s Lofd Grof, deft. Pltf. demands from deft. one hundred and eight guilders and five stivers in tobacco due him from Claas Boot according to obligation, demanding that the deft. shall pay the same as he had hired Nicolaas Boots bark. Deft. says, pltf. must

look to Nicolaes Boot and not to him and exhibits a contract made with N. Boot. The W. Court decree, that the pltf. shall take patience until Nicolaas Boots arrival.

Metje Wessels, pltf. v/s Lofd Grof, deft. Pltf. demands from deft. on a/c of Nicolaas Boot, pursuant to obligation two hundred guilders in seawant. Deft. says, he has no order to pay. The W. Court decree, whereas the obligation stipulates no time of payment, when it must be satisfied, that the pltf. must wait the time of Nicolaas Boot's coming.

Joannes Withart and Jacob Vis, pltfs. v/s Anneke La Chair, deft. Pltf. demands from deft. three hundred and twenty nine guilders ten stivers for beer debt. Deft. says, the matter was heretofore adjusted by arbitrators. Jacob Vis demands, that the matter between him and the deft. may be reconsidered. Jacob Vis' request being considered, the W. Court *de novo* appoint Schepen Jacob Backer and Joannes de Witt to take up the matter in question in presence of Schepen Isaack Greveraet instead of Pieter van Couwenhoven, old Schepen of this City, to rehear and examine parties, to debate and decide the case; further to endeavour to reconcile parties if possible; if not to render a report of their award to the Court.

Joannes Withart, pltf. v/s Anneke La Chair, deft. Pltf. demands from deft. for himself the sum of two hundred and eighty six guilders ten stivers, also a coverlet amounting to thirty guilders in sewant. Deft. admits the debt; demands time. Pltf. replying says, that deft. has in bad faith and to defraud the creditors, after she knew that the estate was insolvent, mortgaged her house; protesting against the said executed mortgage. Burgomasters and Schepens condemn deft. to satisfy and pay the pltf.

Lofd Grof, pltf. v/s Jan the Quaker, deft. Deft. in default. Pltf. says, he attached the deft. and requests that the attachment be declared valid. The W. Court declare arrest valid.

Schout Pieter Tonneman, pltf. v/s Jan Smedes, deft. Deft. in default.

Schepen Nicolaes de Meyer, pltf. v/s Janneke Heermans, deft. Deft. in default.

Ditto de Meyer, pltf. v/s Jan Hendrickzen Steelman, deft. Deft. in default.

Tomas Conninck, pltf. v/s Tomas Lodowycksen, deft. Deft. in default.

Joannes Withart, pltf. v/s Carel van Brugge, deft. Deft. in default.

Albert Alberzen appearing says, he understood from Pieter Jacobsen Marius, that the corn, which he has at the North, is there attached for an action and claim, which the English have against Nicolaes Verlett, for which he had entered himself as bail and demands, that Nicolaes Verlett shall be ordered to send to the North as security as much property as the debt amounts to. The W. Court notified him to send as much property to the North as the debt amounts to and to collect the same again from Nicolaes Verlett, with costs.

Whereas there is a difference and question between M^r Gerrit van Tright and Dirck Janzen van Deventer, for the settlement of which parties on both sides have requested the President of the Burgomasters and Schepens to appoint two arbitrators to take up the matter in question, his Worship appointed for this purpose Allard Anthony, old Burgomaster of this City and Nicolaas Verlett, who are authorized to take up the differences of parties to hear and examine the parties touching the case, to decide the question, to reconcile parties if possible, if not to report their award to the Court of this City. Done Amsterdam in New Netherland the 2^d May, 1664.

Tuesday, 6th May, 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer, Christoffel Hooghlandt.

The R^e Hon^{ble} Petrus Stuyvesant, pltf. v/s Gerrit Hendrickzen and Antony the Negro, defts. Pltf. demands from the deft. an issue from or passage to his house and land brought from Leendert the Farmer, where it heretofore was or at another suitable place. Deft. Gerrit Hendricksen says, that he took in the same with the Hon^{ble} General's consent, before the General had purchased the land and house from Leendert the Boor (farmer). Pltf. replying admits, that such was asked ; then says, that when his wife and Leendert the Boor's wife resided near the Fort the deft. Gerrit Hendricksen told his Honor, that no avenue was necessary and in consequence permitted it ; and his Honor requests the Burgo-

masters to inspect it. Deft. states, that the General has taken his valley from him without giving him back another. The General demands the ground brief, which being exhibited and read, it was found by the same, that the deft. might use the valley so long as the Company permitted and the General thereupon declares, that he bought the Bouwery and the valley annexed from the Company, with permission to the deft. to mow therefrom as much salt hay as his Hon^{ble} shall be permitted to mow fresh hay from his, and that until farther order from the Directors; saying further, that such was not the main question and demands, that whosoever will pasture his land lying within a common fence must set it off. Whereupon the W. Court decrees, that such an order must be enacted by the R^t Hon^{ble} Director General and Council. Burgomasters and Schepens having heard the matter in question debated on both sides decree, that it shall be ocularly inspected by arbitrators for which purpose were appointed the Burgomasters of this City, with them Jan Vigne, old Schepen of this City and Thomas Hall, Burgher here.

Jan Vigne, Eghbert Wouterzen, Cornelis Aarzen, Aart Cornelizen, Severyn Lauwerens and Cornelis Jacobzen Stil appearing with the R^t Hon^{ble} D^t General, Jan Vigne states that the General has enclosed the Highway heretofore made use of and made another road, which is not passable in winter. Whereunto the Hon^{ble} General answered, he shall attend to it.

Schout Pieter Tonneman, pltf. v/s Jacob Vis, deft. Pltf. says that deft. illegally attached his monies in Jan Schryver's hands, requesting that the same be declared invalid, and that deft. be condemned in a fine of fifty guilders for the injuries, he committed against him. Burgomasters and Schepens declare the attachment invalid and decree if the pltf. has any claim against deft. he shall summon him.

M^r Hans Kierstede, pltf. v/s Joannes Schivelbergh and Lauwrence de Sille, defts. Pltf. concludes, whereas he maintains he has a preference on the goods, actions and credits in this country of Caspar ter Smitten and Jan Sluyter, traders at Haarlem in Holland, on a/c of six hundred and sixty six guilders with the accrued and accruing interest pursuant to two obligations to wit, one of three hundred and sixty six guilders, due 22^d Dec^r 1663, and the other of three hundred guilders due 22 Jan^r 1664 subscribed by both their hands, remaining with Willem Turck, merchant

at Haarlem in Holland, and as they have failed, that he be admitted to prosecute and obtain from the aforesaid goods the payment, free of costs and damage, the last penny with the first ; and that the attachment meanwhile may stand good ; with costs. Deft. Joannes Schivelbergh says, the case must be entered at Haarlem, as the obligations were executed there. The W. Court declared the attachment valid, until further advices be rec^d from Holland relating to this matter or the obligations be sent hither.

Joannes Schivelbergh appearing demands by virtue of procuration from Caspar ter Smitten and Jan Sluyter, exhibiting the same, that he may take possession of the goods of the aforesaid ter Smitten and Sluyter according to inventory made thereof by the Secretary Joannes Nevius. Whereupon he was informed, had such been demanded before attachment had been made, it could not have been refused. After which he demands to be discharged from the guardianship of the child left by Hendrick vander Walle dec^d. Whereupon the W Court answered, he must request that from the Orphan Masters of this City. Requesting further that he may open the sealed papers and writings, that he may make use of them, Burgomasters and Schepens allow Joannes Schyvelbergh to open the sealed writings and papers, provided they be inventoried by the Secretary Nevius in presence of Sieurs Jacques Cousseau, old Schepen of this City, and Nicolaas Verlett.

Schepen Nicolaas de Meyer, pltf. v/s Jan Hendrickzen Steelman, deft. Defts. 2nd default. Pltf. demands from deft. on an obligation passed before the Secretary Joannes Nevius, the sum of three hundred and seven guilders in tobacco forty guilders in beavers and nineteen guilders ten stivers in seawant, with costs. The W. Court order deft. to bring the demanded sum in consignment of this City.

Schepen Nicolaas de Meyer, pltf. v/s Janneken Heermans, deft. Defts. 2^d default. Pltf. demands from deft. by balance of a/c. four hundred and ten guilders sixteen stivers in tobacco, according to a/c with costs. The W. Court order deft. to bring in consignment to the City the sum demanded in tobacco.

Joannes Withart, pltf. v/s Carel van Brugge, deft. Defts. 2^d default. Pltf. demands from deft. one hundred and sixteen guilders in seawant according to obligation. The W. Court order deft. to bring the monies in consignment of this City.

Balthazar de Haart, pltf. v/s Jacob Vis deft. Pltf. demands from deft. thirty seven guilders four stivers according to a/c. Deft. exhibits certain a/c. heretofore rec^d from the pltf., which being examined was found to agree with the last a/c of the pltf. exhibited, except some stivers. The W. Court orders deft. to satisfy and pay the pltf. the thirty seven guilders four stivers.

Tomas Conninck, pltf. v/s Tomas Lodowyckzen, deft. Pltf. demands from the deft. four months fifteen days earned wages @ four hundred pounds of tobacco per month according to contract made with each other. Deft. says, that pltf. bound himself in the contract to teach a person to saw wood and as he does not know, whether that person can do so, he cannot agree to the payment. Burgomasters and Schepens order deft. to satisfy and pay the pltf. according to contract.

Schipper Jacob Janzen Huys and Jacobus Vis, pltf. v/s Jacques Cousseau and Isaack Bedloo, defts. Pltf. demand, that the defts. shall be ordered to explain, what Joannes vander Meulen has given them, all written in a book remaining with defts., consisting in salt, sugar, ginger, and other wares ; which book they demand, that they might see. Defts. say, that though they furnished pltf. the a/c thereof they have no objection to it, provided it be done in presence of arbitrators, which the Court found consistent with fairness and they thereunto appoint Gerrit van Tright and Joannes Withart, in whose presence defts. are ordered to exhibit to the pltf. per Joannes van der Meulen's book what was done and effected in their case by the abovenamed van der Meulen.

Jacobus Vis, pltf. v/s Geertje Jans, deft. Pltf. says, he gave three "dickies" to deft. for sale, which he had given as a present to his nephew Joannes Hooft—as his nephew above named wrote to him so to do in order to pay his debt from the proceeds ; demanding therefore from deft. the sum of seventy five guilders, for which the dickies are sold. Deft. says, she sold the dickies to M^r Balthus, who will reserve, what he must have from the pltf. The W. Court order deft. to satisfy and pay the pltf. the seventy five guilders.

Joannes Withart, arrestant and pltf. v/s Albert Alberzen ter Heun, arrested and deft. Pltf. demands from deft. nine hundred and ninety two guilders five stivers eight pennies according to a/c exhibited in Court. Deft. says, he has rec^d no a/c. and if he has, does not know.

where it is ; and that pltf. sued him at N. Utrecht and attached his money. Pltf. replies, not he but his attorney did so, and that deft. at the time excepted to the a/c. Pltf. again appearing demands, that deft. be imprisoned. Burgomasters and Schepens permit the imprisonment of deft. and order pltf. to furnish deft. a/c of his claim.

Symon Janzen Romein, pltf. v/s Pietertje Jans and Jan Gerrizen van Buytenhuyzen, defts. Pltf. demands, that the goods which Pietertje Jans has of Eghbert Beninck may not be alienated and that Pietertje Jans shall have to pay in the monies for the goods, which she sold to Jan Gerrisen van Buytenhuyzen. The W. Court order Pietertje Jans to speak and apply to Jan Gerrizen van Buytenhuyzen for payment of the goods, which she sold him belonging to Eghbert Beninck and if she cannot obtain any payment thereby, to summon him before the Court.

Arien van Laar, pltf. v/s Jan Teunizen, deft. Deft. in default.

Govert Loockermans, pltf. v/s Tomas Hal, deft. Deft. in default.

Govert Loockermans, pltf. v/s Jan Hendrickzen Steelman, deft. Deft. in default.

Freryck Gysberzen vanden Bergh, pltf. v/s Hendrick Janzen vander Vin, deft. Deft. in default.

Jacob Vis, pltf. v/s Hendrick Jansen vander Vin, deft. Deft. in default.

Joannes Withart, pltf. v/s Leentje Dirckz Servaas, deft. Deft. in default.

Hans Stein, pltf. v/s Willem Rasenburgh, deft. Deft. in default.

Skipper Jan Janzen Bestevaar appearing demands, that he might attach the monies to be realized by Hendrick Jansen van der Vin from hire of his house leased to M^r. Jacob Varrevanger, and payable by the aforesaid M^r. Jacob. Burgomasters and Schepens demand the reason why. Whereunto he answers, that he has an acquired right against him and as he cannot exhibit any acte thereof, because he has none, was ordered to take one out and exhibit it.

Jan Lauwerens with Jan Jamingh, Priscilla Hom and her brother, all children of Joris Hom (George Holmes) appearing, Jan Lauwerens represents, that the oldest of Joris Hom's children speak to him in quality as guardian with Joris Woolsey for their father's property, and as Joris Woolsey has removed from here, he demands to be also discharged from

his guardianship, offering to deliver over the monies, which he has in hand of the estate, saying further, that Joannes van der Meulen has attached Priscilla Hom's share. Burgomasters and Schepens decree and resolve, that Jan Lauwerens shall continue as guardian and that Jan Jamingh and Priscilla Hom being arrived at their majority shall be in place of Joris Wolsey and that the monies, belonging to the estate and remaining with Jan Lauwerens, shall be expended for the repairs of the house and whatever the aforesaid Jan Jamingh and Priscilla Hom may execute regarding the estate shall be done with advise and consent of Jan Lauwerens.

Tuesday, 13 May 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer, Christoffel Hooghlaant.

Jacob Vis, pltf. v/s Schout Pieter Tonneman, deft. Pltf. demands from deft. the two hundred guilders, which deft. should have given and paid him the pltf. by letter and order of Jan Paulus Jacquet and according to assignment. The deft. demands copy of the a/c, to answer thereunto at the next Court day. The W. Court order pltf. to furnish party with a copy of the a/c to answer thereunto at the next Court day.

Jacques Cousseau, arrestant and pltf. v/s Robbert Ritsco, arrested and deft. Pltf. demands from deft. six hundred and twenty four guilders in tobacco according to a/c. Deft. says, he offered pltf. tobacco, but he is not willing to accept it; also had not the a/c; therefore does not know, how much the debt is and what he has had. Pltf. replying says, that he sent the a/c to deft. yesterday and that deft. sent it back to him and the tobacco to be rec^d in payment was not good; he requests, that he may remove the rudder and sails of defts. vessel. The Court having given ptfs. a/c to deft. to go with it to Hendrick Obe and to see what he has to object to it, returning he states, that he has no objection to it. Burgomasters and Schepens allow the pltf. to remove the defts. rudder and sails and order deft. to satisfy and pay the pltf., the attachment remaining meanwhile valid.

The Officer rising represents, that he has conveyed Robbert Ritsco to prison on the statement of Jacques Cousseau as having order thereto;

then that said Ritsco is gone out of confinement violating the same; demanding therefore sixty guilders fine affixed thereunto. Jacques Cousseau called hereupon and appearing is asked, who gave orders to imprison Robbert Ritscoe? Answers that Burgomaster Cornelis Steenwyck allowed him to remove the rudder and sails from on board and to do all that he could, which B^r Steenwyck admits, saying there was no mention of imprisonment.

Govert Loockermans, pltf. v/s Tomas Hall, deft. Defts. 2^d default. Pltf. demands from deft. according to settlement nine hundred and three pounds of tobacco, also eighty guilders two stivers in sewant. The W. Court order deft. to bring the demanded tobacco and sewant into consignment of this City.

Arien van Laar, pltf. v/s Jan Teunizen, deft. Pltf. demands from deft. four hundred and sixty six and two third guilders for one instalment of the house, which deft. bought of him pltf. according to deed of sale, saying he has paid thereupon one hundred guilders. Deft. demands time. The W. Court condemn deft. to satisfy and pay pltf.

Maria Telljer, pltf. v/s Jan Frys, deft. Pltf. demands from deft. pursuant to a certain writing of Jan Blacklets, one hundred guilders in sewant for rent of the house, which Jan Blacklets bought from Samuel Etsal.* Deft. appearing with his wife says, he has rented the house only for this month, offering on expiration of the time to pay the rent, if he only know to whom he is to pay, whether to Samuel Etsal or to Jan Blacklets. The W. Court decree, that deft. shall pay Samuel Etsal the hire of the house, which he rented from Samuel Etsal, provided it appear, that Jan Blacklets is not entitled to it.

Maria Telljer, pltf. v/s Tomas Lodowyckz, deft. Pltf. demands from deft. two hundred planks, which deft. has loaded from Pieter Loockermans to deliver to Nicolaes Verlett. Deft. says he brought away the planks, laid them on the bridge and shewed them to Nicolaas Verlett; and that meanwhile they were taken off; producing copy of an extract from the Minutes of this Court dated 1st Nov^r 1661. The W. Court order deft. to prove at the next Court day to whom he delivered the planks.

* Blacklits purchased from Etsal, 23d Sept. 1663, a house and lot on the east side of Broadway, about midway between Beaver Street and the present Exchange Place. It was 34½ ft. on Broadway and ran back 18 rods (or 200 ft.) towards Broad Street.—O'C.

Joannes Withart, pltf. v/s Leentje Dircks Servaas, deft. Defts. 2^d default. Pltf. demands from deft. according to obligation one hundred guilders and eighty seven guilders according to a/c. The W. Court order deft. to bring the monies in consignment of this City.

Claas Gangelofzen Visser, pltf. v/s Jacob Vis, deft. Pltf. demands from deft. thirty five guilders six stivers. Deft. admits the debt ; then says, he has a small a/c against it. The W. Court orders deft. to pay the pltf. on condition of deducting what shall be found justly to belong to him on a/c.

Hans Stein, pltf. v/s Willem Rasenburgh, deft. Defts. 2^d default. Pltf. demands from deft. sixty guilders Holland Currency, according to obligation. The W. Court order deft. to bring the money or its value in consignment of this City.

Anneke Antoney, pltf. v/s Maria Pia, deft. Pltf. demands, that deft. shall discharge the attachment, which her dec^d father has made on seventeen guilders. And whereas the attachment is not prosecuted the W Court decree the same invalid and the pltf. promised to deliver to deft. the goods, she has in hands of Pieter Pia.

Jacob Vis, pltf. v/s Hendrick Janzen vander Vin, deft. Pltf. says, he has no demand against the deft. as what he claimed from deft. is discharged by Tymotheus Gabry in quality as Vendu Master.

Joannes Withart and Albert Alberzen ter Heun appearing, Joannes Withart demands, whereas the abovenamed Albert Alberzen has appeared this day according to promise, that he shall be ordered to satisfy and pay him the sum of nine hundred and ninety two guilders five stivers and eight pence according to a/c, against which Albert produces an offset a/c. demanding the costs in the suit which the abovenamed Withart caused him and still shall create; whereupon Joannes Withart demands the interest for his money. The W. Court appoint and authorize Jacob Kip, old Schepen of this City, and Isaack Bedloo to take up the a/cs of parties in presence of Schepen Nicolaas de Meyer, to hear and examine parties, to debate and decide the case in question, and to reconcile parties if possible; if not to report their award to the Court.

Claas Gangelofzen Visser, pltf. v/s Carel van Brugge, deft. Deft. in default.

Eghbert Meindersen, pltf. v/s Otte Gerrits, deft. Deft. in default.

Grietje Herkers, pltf. v/s Catalyntje Jans, deft. Deft. in default.

Gerrit van Tright requests by petition, whereas he entered into a certain agreement with Jan Willett dec^d in date 28th 7^{ber} 1663, to send for some goods from Holland for said Jan Willet for which he, Jan Willet, should pay him according to the purchase in Holland forty eight guilders per cent. in pieces of eight to be counted @ forty eight stivers per piece of eight; and since the abovenamed Willet is dead, and the petitioner has offered them to Thomas Willet, father of deceased, to assume them for his son, notifying him thereof by the Court Messenger, who gave for answer thereupon: if the petitioner will summon him about it he will appear; and as he petitioner claims, that the aforesaid imported merchandize is subject to leakage, where some of them are, requests that he may sell them at the charge of the estate left by the abovenamed Jan Willet, to receive the monies and whatever comes short to charge against the estate and property of the above named Jan Willet until final payment with costs. Apostille: Should petitioner think he has any claim on the estate of Jan Willet dec^d he may summon therein, whomsoever he thinks proper.

Tomas Conninck demands execution of the judgment, which he obtained in date the sixth of this month against Tomas Ludowyckzen, with costs. The Marshal is ordered to put these into execution with the costs to count from date.

Schepen Nicolaas de Meyer requests execution of the judgment, which he obtained on 6th May last against Janneke Heermans. The Marshal is ordered to put these in execution. Hendrick Jansen vander Vin demands execution of the judgment, which he obtained against Lambert Barenzen in date 18th March 1664. The Marshal is ordered to put these in execution.

Maria Verlet requests execution of the judgment, which she obtained on 22^d January 1664 against Metje Wessels. The Marshal is ordered to put these in execution.

Tomas Lodowyckzen appearing requests six weeks time to pay the judgment, which Tomas Conninck obtained against him, for the tobacco, which he obtained from the Virginias; whereunto was answered, he must endeavour to agree with his party thereupon.

Lysbet Pieters appearing represents, that she paid Gerrit Pietersen

on a/c of Jan Perie, what Jan Perie had assigned to him, which the abovenamed Gerrit Pietersen declares by writing to have received and the above named Gerrit Pietersen also appearing likewise declares the same: the aforesaid Lysbet Pieters consequently demands the benefit of the payment. The W. Court order Lysbet Pieters to take out a certificate of what relates hereunto.

The Board of Burgomasters and Schepens resolves to present the following petition to the R^t Hon^{ble} Director General and Council of N. Netherland:

To the R^t Hon^{ble} Director General and Councillors of N. Netherland.

Right Hon^{ble} Sirs

Burgomasters and Schepens of this City represent to your Honors with all respect, that whereas the Officer has summoned divers persons before them at the usual Court day for violation of the Sabbath and whereas there are in the last placard some points in direct opposition to the custom of Holland, the petitioners request your Honors to appoint a time to confer with your Honors thereupon, which doing, we are and remain—

Under Stood—Your Honors faithful subjects, The Burgomasters and Schepens of the City Amsterdam in N. Netherland. Was signed Corⁿ Steenewyck. Lower Stood—By order of the same, signed, Johannes Nevius, Secrety.

Tuesday, 13th May 1664. In the City Hall in the afternoon. Present the Heeren Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlant.

Burgomasters and Schepens of the City of Amsterdam in N. Netherland have considered the papers, documents and vouchers used on both sides in the suit between Mighiel Taden, as attorney of Isaack de Sterre, merchant at Amsterdam in Europe, pltf. against Walewyn van der Veen, deft., in which pltf. in quality as aforesaid concludes, that the deft. shall be condemned to restore him the six hundred and thirty six guilders ten stivers in sewant and four hundred and seventy planks, which he received from him in diminution and on a/c of a mortgage * executed by him in

* The premises mortgaged by Tades were a house and lot on the North side of Pearl Street, about the third lot west of the present Whitehall Street. *Mortgage Book*, 1654-1660, 127.—O'C.

favour of Isaack de Sterre dated 24th April 1659 for the sum of sixteen hundred and fifteen guilders two stivers in beavers, and to pay the interest for that he has used the aforesaid sum in sewant, as also the planks or what he has rec^d therefor; further, to furnish him the lifted original copy of the aforesaid mortgage and to pay him thirty seven guilders eighteen stivers, book debt, with costs. Deft. denies having received the sewant and planks in diminution of the mortgage, but really on deposit, and says the suit is wholly beyond the procuration produced by the pltf. on which his suit is founded, concluding for its invalidity inasmuch as the pltf. received said power of attorney by subreption and obreption on a false calumnious representation in bad faith; and entering an offset suit, demands that the pltf. shall be condemned to repair honorably and profitably the damage and blame done him, by his false representations to Isaack de Sterre, according to the laws adduced by him; with costs. Burgomasters and Schepens having read, pondered and weighed whatever is material, adjudge and condemn the deft. to furnish and deliver to pltf. the mortgage which he has against the pltf. and further the six hundred and thirty six [guilders] ten stivers in sewan and four hundred and seventy planks received, as he admits on deposit from the pltf.; also to pay the pltf. the thirty seven guilders eighteen stivers book debt, dismissing, besides, parties further demand and conclusion on both sides and condemn deft. in the costs of this suit. Done Amsterdam in N. Netherland—ady as above.

Tuesday, 20th May, 1664; In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenewyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer, Christoffel Hooghlant.

Jacobus Vis, pltf. v/s Schepen Tymotheus Gabry, deft. Pltf. demands from deft. the deed and conveyance of his house, situate west of the *Heerestraat* by the Landgate.* Deft. says, that it was given him in

* The premises in this suit were situate on West side of Broadway, where is now the cemetery of Trinity Church, and on the site or immediately North of the latter edifice. Vis purchased it 22^d August 1657, and sold it 18 June 1664 to Jan Meindersen, *Valentine*, *Manual*, 1861, 594; '65, 708. It will be seen farther on, that attachments were issued against the purchase money in Meindersen's hands.—O'C.

pledge because he had become security for the pltf. to Hans Stein for payment of two hundred and sixty four guilders six stivers and a half, which he owed Hans Stein demanding from the pltf. in reconvention a balance of two hundred guilders eighteen stivers with interest and costs. Pltf. admits, that the deft. was security for him to Hans Steyn for payment of two hundred and sixty guilders six and a half stivers, against which he has to bring in a piece of stuff given him and sold for him for three and sixty guilders, eight stivers; also seventy eight guilders fifteen stivers in beavers deducted from his a/c for Hendrick Jansen van der Vin; the pltf. also demands from deft. a hogshead of French wine. Whereupon deft. says, he has credited the pltf. with that against what he had become security for the pltf. as principal. Burgomasters and Schepens having heard the arguments of parties on both sides against each other, order Jacob Vis to satisfy and pay Tymotheus Gabry four guilders and one stiver still due to Gabry, while Gabry is ordered to restore to the pltf. the deed or conveyance remaining with him, ordering deft. further, to produce proof at the next Court day regarding the hogshead of wine.

Willem Rasenburgh appearing says, that Hans Steyn has obtained a judgment against him to bring sixty guilders Hollands Currency in consignment of this City, about which he has agreed with Schepen Jacob Backer; then requests that Hans Steyn shall return to him the seventy two ells Osnaburgh linen given him; also the a/c from which the obligation and debt arise. Whereupon he was notified to summon Hans Steyn herein on the next Court day.

Joannes Withart, pltf. v/s Jacob Vis, deft. Pltf., as attorney of Isaack Vermeulen and arrestant, concludes, that the attachment issued against the deft's monies in Jan Mainarsen's hands shall be declared valid by virtue of right acquired by a judgment for the sum of three hundred and seventy five guilders Holland currency; and to be admitted in the quality in which he acts and Jan Mainarsen be ordered to receive and disburse the arrested monies as far as is justly due to Isaac Vermeulen, with the costs incurred herein. Deft. says, he has an a/c ag'st it. The W. Court declares the attachment valid.

Freryck Gysberzen van den Bergh, pltf. v/s Jacob Vis, deft. Pltf. prosecutes an attachment issued ag'st deft's money remaining with Jan

Meindersen, produces a judgment, which deft. executed in behalf of him, pltf., on the house which he, deft., sold to Jan Meindersen, the money whereof lies ready. Deft. admits to have given the mortgage in behalf of the pltf. The W. Court declares the attachment valid.

Claas Gangelofzen Visser, pltf. v/s Carel van Brugge, deft. Defts. 2^d default. Pltf. demands from deft. thirty six guilders in sewan. The W. Court order deft. to bring the monies in consignment of this City.

Schepen Isaack Grevenraat, pltf. v/s Jan van Gelder, deft. Deft. in default.

Metje Wessels, pltf. v/s Jan Hendrickzen Steelman, deft. Deft. in default.

Joris Dopzen, arrestant and pltf. v/s Jan Eferyt (John Everett?), arrested and deft. Deft. in default. Pltf. says, he has attached the defts. person. The W. Court declares the attachment valid.

Tomas Sanderzen, arrestant and pltf. v/s Jan Janzen Bos, arrested and deft. Deft. in default. Pltf. demands that the arrest of the defts. person be declared valid. The W. Court declares the attachment valid.

Jacob Vis appearing represents, that he had instituted a demand on the last Court day against the Officer Tonneman. The Officer answers in writing the entered demand of Jacob Vis. Burgomasters and Schepens refer the matter in question to Jacques Cousseau, old Schepen of this City, and Isaack Bedloo to take up the a/cs., which parties on both sides have against each other to hear and examine parties thereupon, to debate and decide the case and to reconcile parties if possible; if not to report their award to the Court.

Claas Gangelofzen Visser demands execution of the judgment, which he obtained against Jacob Vis on date 13th May last. The Marshal is ordered to execute these.

This date 23^d May 1664 appeared before me Joannes Nevius, Secret^r, Walewyn van der Veen declaring to appeal to the R^t Hon^{ble} Director General and Council of N. Netherland from the judgment pronounced by the W Court of this City between him and Mighiel Tades in date 13th of this month.

Tuesday, 27th May, 1664; In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenewyck, Paulus Leenderzen vander Grift,

Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer, Christoffel Hooghlant.

Johan de Deckere, Councillor of New Netherland, pltf. v/s Balthazar de Haart, deft. Pltf. concludes for the acknowledgment or denial of a bailbond for one Jan Willeth dec^d, passed in favor of the pltf. in date 11th Octob^r last, and in pursuance thereof, for condemnation for the sum of four hundred and thirty two pieces of eight, with costs, damages and interest to ensue or arise according to the lapse of time; all according to the afores^d bail bond and the obligation made hereupon, provided that execution shall be superceded to July next ensuing. Deft. admits the bail bond, but says the time is not yet expired. The W. Court orders the deft. to satisfy the bail bond to the pltf. on the day fixed.

Schout Pieter Tonneman, pltf. v/s Hendrick Janzen Smitt, deft. Pltf. concludes according to placard for a fine of forty two guilders heavy money according to the rule of the Courts for that he deft. has tapped after ten o'clock at night, and on the 20th instant people to the number of five persons were at his house, and that there was noisy singing and chanting; with costs. Deft. says, it just struck ten o'clock, when the pltf. came to his house and that only two @ three persons sat and had only a small horn of beer. Burgomasters and Schepens condemn the deft. to pay the pltf. the sum of sixteen guilders and order him henceforth to have better guard over himself herein.

Schout Pieter Tonneman, pltf. v/s Jacob Teunizen Cray and Pieter Janzen, defts. Pltf. concludes, that the deft. shall be condemned according to Placard each in a fine of three guilders for having sat drinking after the watch was set at Hend^t. Jansen Smitts and each to pay additional three guilders for the poor for singing and carousing there. Defts. say, they went forth between light and dark from on board ship to drink a can of beer and went away between half past nine and ten, but did not sing. Burgomasters and Schepens dismiss the pltf's suit and entered conclusion.

Schepen Isaack Grevenraat, pltf. v/s Jan van Gelder, deft. Pltf. demands from deft. a balance of an obligation being one hundred and eighty nine guilders ten stivers. Deft. not appearing admits the debt in writing, then demands time until July. The pltf. demands payment, as the time has elapsed; with the costs. The W. Court condemn deft. to

satisfy and pay the pltf. the hundred and eighty nine guilders ten stivers.

Jacob van Couwenhoven, pltf. v/s Pieter van Couwenhoven and Elbert Elberzen, defts. Pltf. demands from defts. a/c and reliqua of his fathers estate and that two be appointed to take up and examine the a/c. Defts. offer to render an a/c and reliqua on condition that the pltf. shall first furnish them the a/c of what he claims from the estate; also demanding arbitrators to regulate and settle the matter. Burgomasters and Schepens order the pltf. to furnish defts. the a/c demanded. For the settlement of the matter were appointed Allard Anthony, old Burgomaster, and Jacob Kip, old Schepen of this City, who are authorized to hear differences and to examine them; further to argue and decide the matter and if possible to endeavour to reconcile parties; if not to report their award to the Court.

Willem Rasenbergh, pltf. v/s Hans Stein, deft. Pltf. demands from deft. the obligation of his which he has in hands as he has paid him, exhibiting a/c., also certificate of notice and protest served on deft. Deft. says, nothing is yet paid according to obligation. The W. Court having looked into the a/c produced decree, that deft. must be satisfied to receive the linen @ six stivers the ell as payment of the obligation, and order deft. to restore to the pltf. the obligation, which he has of his in his hands.

Jan Hackingshs, arrestant and pltf. v/s Jeremy Wedderly, arrested and deft. Pltf. demands from deft. a/c of fourteen hhds of tobacco, which he received in Mr. Broun's ketch on a pretended order from him, the pltf. Deft. says, he received no more hogsheads, than he had order for. Whereas the question is one of a/cs. Burgomasters and Schepens refer the matter to Tomas Willeth, Jan Lauwerens and Isaack Bedloo to hear parties touching their difference, to argue and examine the case, further to decide it and if possible to reconcile parties; if not, to report their award to the Court, the attachment remaining meanwhile valid.

Raimond Staaplefort, pltf. v/s Lambert Huyberzen Mol, Hendrick Lambersen Mol and Jan Ariaansen, defts. Pltf. exhibits an agreement and contract made with defts. before his departure for the Virginias demanding fulfillment thereof. Defts. say the vessel is not yet hauled up or present and state that they paid some monies for the pltf., for which they are not satisfied. Pltf. heard herein says all is disposed of in the con-

tract. The W. Court order defts. to fulfill and perform the produced contract.

Pietertje Jans, pltf. v/s Jan Gerrizen van Buytenhuyzen, deft. Pltf. demands from deft. in sewant one hundred and forty two guilders for goods bought from her belonging to her brother in law. Deft. produces an offset a/c for the sum of one hundred and forty guilders arising from purchase of two ankers of brandy, which she rec^d from his nephew Andries van Buytenhuyzen dec^d according to declaration of Hermen Doussen; producing further an agreement of division of what the pltf. and Hermen Doussen had in company and traded together and says that pltf. sold him the goods as her own. Pltf. denies it, also to have received the brandy. Deft. is ordered to bring his nephews a/c book to see on whose a/c the purchased brandy stands, and when he returned, it was found to stand on Hermen Doussen's a/c. Burgomasters and Schepens having heard parties order Jan Gerrizen van Buytenhuysen, the deft., to satisfy and pay Pietertie Jans the hundred and forty two guilders.

Joris Stevenzen, pltf. v/s Grietje Gerrits, widow of Pieter Andriezen, deft. Pltf. demands from deft. to be released from the payment of half a cow and the increase thereof. The W. Court having heard parties refer the matter in question to Jan Eversen Bout and Eghbert Woutersen to hear and examine parties touching their difference; to reconcile them if possible; if not to report their award to the Court.

Pietertje Jans, pltf. v/s Aafie, wife of Adolf Pietersen, deft. Pltf. demands from deft. forty three guilders balance due of one hundred and thirty guilders. Deft. says, she has nothing to do with pltf., only with her brother in law, from whom she received the goods. The W. Court dismiss pltf's. action.

Joris Dopzen, pltf. v/s Jan Evering, deft. Pltf. demands one hundred and sixty guilders twelve stivers from deft. according to a/c. Deft. produces an award of arbitrators. Pltf. says, he has still an a/c over and above. The W. Court refer the matter in question to Tomas Willeth and Raimond Staaplefort to hear parties further and to see, whether parties have any further claim against each other than the award mentioned; to examine them regarding this and to endeavour if possible to reconcile them; if not to report their award to the Court.

Jan Janzen van St. Obin, pltf. v/s Joannes Withart, deft. Pltf. de-

mands from deft. still twenty four guilders in wheat at beavers price, a balance of an obligation dated 10th Octob^r 1661. Deft. admits having bound himself by signature to pay the pltf. for Andries de Haas; then says he shall write and inquire, whether it has not been paid; he also says, he has a claim against pltf. for a tub of soap etc. Pltf. says, that is deducted. Burgomasters and Schepens order deft. to satisfy and pay the pltf. according to obligation.

Govert Loockermans appearing states, that there is still due him from the estate left by Wolfert Gerrisen dec^d the sum of one hundred and fifty eight guilders in beavers and five guilders eleven stivers in sewant and with this view has attached the monies in Elbert Elbertsen's hands, which he requests shall be declared valid. The W. Court decide as the property and money do not rest here in this place, that the requirant has to prosecute the attachment at the place, where they remain.

Eghbert Meinderzen, pltf. v/s Otte Gerrits, deft. Both in default.

Eghbert Meindersen, pltf. v/s Carel van Brugge, deft. Both in default.

Freryck Gysberzen van den Bergh, pltf. v/s Abraham Verplanck, deft. Deft. in default.

Allard Anthony appearing represents, that the W. Court of this City appointed Burgomaster Cornelis Steenwyck and Joannes van Brugh in the case in dispute between him and Schepen Tymotheus Gabry as attorney of Daniel Gabry; and as he wishes for an end of the matter, and the aforesaid van Brugh is not here, but is gone last year to Patria, requests that the W. Court may appoint another in his place. Schepen Tymotheus Gabry arising says, he understood from Allard Anthony, that he intended to go to Fatherland this year; he requests therefore that the matter shall be arranged by the principals; if not that the arrival of Joannes van Brugh may be waited for, he having knowledge of the matter. Burgomasters and Schepens having considered the request on both sides, decree as the case was commenced here, that the matter must also be terminated here: appoint, for the quick despatch thereof, the Schepen Jacob Backer instead of Joannes van Brugh to take up the a/c of parties in question, to hear and examine them thereupon, to argue and decide the question and if possible to endeavor to reconcile parties; if not to report their award to the Court.

Arian van Laar demands execution of the judgment, which he obtained in date 13th May last against Jan Teunisen. The Marshal is ordered to put these into execution.

Hendrick van de Water demands execution of the judgment, which he obtained on the 29th April last against Carel van Brugge. The Marshal is ordered to put these into execution.

Joannes Withart appearing exhibits the a/c of costs accrued in the suit between Jacob Vis and Isaack Vermeulen, whose attorney he is; requesting, that Jacob Vis shall be ordered, if he have any claim against Isaack Vermeulen to communicate it to him forthwith; further that the attached monies of the abovenamed Vis remaining in Jan Meinaarsen's hands be brought into consignment of this City.

Freryck Gysberzen van den Bergh requests by petition, that Jan Meinaarsen shall be ordered to assign within the hands of the W. Court of this City such sum of money as he must [pay] to Jacob Vis on a/c of the house purchased from him; and after assignment of the monies, that then he, the petitioner, and Joannes Withart, also having a suit gained against the aforesaid Vis, may discuss about preference and concurrence. Apostille:—Whereas Joannes Withart has also made and prosecuted an attachment on the monies herein mentioned, the W. Court decree that parties have to summon each other regarding preference and concurrence—the monies remaining meanwhile attached.

Sybout Clazen appearing represents, that Pieter Jacobsen Marius and Claas Bordingh obtained a judgment against him, and that he found by a certain writing that there is some money in the Orphan Chamber in Holland, which heretofore he could not find; requesting therefore delay to write to Holland about it, offering security for the claim. The petitioner is ordered by the Court to speak to parties about it.

Extraordinary Meeting holden on Friday 30th May A° 1664. In the City Hall. In the afternoon. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlant.

Burgomaster Cornelis Steenwyck, pltf. v/s M^r Anderson, skipper of M^r Henry Hutson's frigate, deft. In virtue of a special bond passed by Henry Hutson to him, the pltf., in date 25th Sept^r A° 1662 and due in

November of said year, the pltf. demands from deft. as skipper of the aforesaid Henry Hutson's frigate, the quantity of four thousand four hundred and eleven pounds of both hides and tobacco and thirty six guilders seventeen stivers additional also in tobacco, demanding that by refusal of prompt and immediate payment the aforesaid frigate may be sold by execution, with interest and costs incurred therein and yet to accrue. Deft. demands delay until the next Court day. Whereupon the pltf. says that the deft. does so for the lapse of a year and six weeks time. Whereunto the deft. replies a day or two cannot serve his turn. Burgomasters and Schepens allow the pltf. to bring ashore the sails and rudder of the aforesaid frigate; and whereas the deft. demands delay until the next Court day, twenty four hours were granted him to answer the abovementioned demand.

Jan Hingsman, skipper, pltf. and arrestant on the bark the *Return*, v/s Francis Douty, deft. Pltf. and arrestant demands from deft. (as he answers for aforesaid bark as agent of the owners of said vessel according to *acte* thereof dated the 5th Novemb^r 1663 exhibited in Court) the sum of three hundred and ten pounds two shillings and four pence stg. for money disbursed for the bark at Boston and monthly wages as well for himself, his boys as the sailors or seamen earned on board aforesaid bark pursuant to a/c produced. Deft. having seen and considered the a/c, answers some private debts in the a/c are settled by the principals in Virginia, and that the pltf. has received obligations for the remainder. Parties being again further heard on the 31st May following, declare that they have agreed together to settle by arbitration the particular debts and a bond in favour of M^r Flemming. The pltf. therefore demands from the deft. only the monthly wages as above payable at Boston in New England, as the seamen must be discharged and paid. Deft. answers, he has no order from the owners of the aforesaid bark, and if the pltf. can prove that he has so agreed with the owners, to sue the bark for it. Pltf. says such was not agreed to in writing, but verbally and he offers to affirm the same by oath, declaring that his time to navigate the aforesaid bark is expired the middle of this month, and he should have received his pay at Boston, and that Knelme Winslo should take possession again of the bark at Boston. Knelme Winsloo appearing in Court and heard hereon declares that the aforesaid bark should, according to orders be received by him

here from Francis Douty. Burgomasters and Schepens having heard the arguments of parties on both sides, read and considered their writings produced and further having examined the sailors or seamen and weighed moreover, all that might be material, find that according to the written order of the owners of the ship *the Return* dated 6th Nov. 1663 the pltf. is not authorized to demand from deft. payment of the monthly wages both for him and the seamen at Boston in N. England, but that he must regulate himself according to the defts. orders: decree therefore that the deft. shall pay the earned monthly wages here. Done Amsterdam in N. Netherland. Ady as above.

Extraordinary Meeting holden on Saturday, the 31 May 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer, Christoffel Hooghlant.

After disposal of the above suit enter

Burgomaster Cornelis Steenwyck, pltf. v/s David Anderzon, skipper of M^r Henry Hutson's frigate, deft. Pursuant to the order given yesterday to the deft. by the W. Court, the deft. is asked if he be ready with his answer to the pltf's. demand instituted yesterday against him. Answers, he is not inclined to answer to day giving for reason that he is not ready, but shall do it on the next Court day. Whereunto the pltf. says, inasmuch as the deft. has failed to answer, that he protests against all costs, damages and interest incurred by the bark, sails and appurtenances and yet to accrue; and demands that the aforesaid bark be seized by execution to obtain his payment. Thereupon according to bottomry bond, maintaining that the deft. is shut out from the answer as he has not obeyed the order of the Court. Deft. being informed of the demand of the pltf. and notified, that he was yesterday allowed twenty four hours time to answer the demand, persists again in his answer; saying he is privileged to answer or not; that he is a foreigner and has enough against the demand: and being further asked, if he then persists not to serve his turn by the lapse of a year and six weeks time, answers that he will not take advantage of it and rejects that right, and being further heard requests a half hours time, which was allowed him by the Court. Deft. re-entering with Francois Rombout, the pltf. again demands immediate execution on Henry

Hutson's vessel, whereupon the deft. through francois Rombout demands time until the next Court day. Whereas it is the vacation and the vessel lies at great expence the deft. is informed, that the case cannot admit so long a delay; whereupon he demands time until next Tuesday. Such was allowed him by the Court, and he is asked if he have nothing more to bring in; answers nothing else except the request for an interpreter, which he is allowed to take. The pltf. demands if he should find further security necessary that he may take it wherever he may find it proper. Burgomasters and Schepens grant the pltf. his request.

Extraordinary Meeting holden on Tuesday the 3^d June 1664. In the City Hall. Present the Heeren Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer, Christoffel Hooghlant.

Pursuant to the order of the last Court held on the 31st May last David Anderzon, deft. v/s Burgomaster Cornelis Steenwyck, pltf., produces his answer in writing to the demand entered by the pltf. against him in date 30th May 1664, protesting for his principal for all damages, interest and costs already had, suffered and done and yet to suffer and accrue through the pltf's. procedure, to prosecute the pltf. for the same, wherever he shall think proper: demanding first and foremost, that he may finally answer with reason and concisely, that he be furnished with due copy of such mortgage or other special legal contract as the pltf. claims to have as foundation of his proceeding against Hendrick Hutson's vessel, concluding in case of refusal, that the pltf's demand and conclusion entered and taken against him shall be dismissed and he deft. be released free of costs and charges therefrom; with costs. The pltf. replying to the answer rendered by the deft. maintains, that it is sufficient to have exhibited to deft. the bond executed by Henry Hutson in his favor; demanding copy of defts. answer, conveyance and other papers thereunto depending; and says, he thinks it most prudent for the deft. that he enter security for the judgment of the Court in order to prevent all damage to the frigate, sails and other appurtenances, which may accrue through lengthy proceedings. Whereunto the deft. answers through his interpreter Francois Rombout, that he shall see, if he can get bail and declares, that though the vessel in question is entirely conveyed to him by William

Kerver, yet he only owns a fourth part thereof; that the other three fourth parts belong to the above named Kerver. The pltf. says, he can prove that the aforesaid vessel belonged within a year and six weeks to Henry Hutson and consequently still belongs to him. And whereas the pltf. will not give the deft. any time to see, if he can obtain bail, parties are ordered on both sides by the W. Court to furnish each other with copy of their produced papers to answer thereunto at the next Court day; to wit the pltf. copy of his bond to the deft. and the deft. copy of his entered answer, conveyance of the frigate and other papers thereunto depending to the pltf.

This day the 3^d June 1664 has Jan Dammeraal confirmed by oath in the Court of Burgomasters and Schepens in the absence of Schout Pieter Tonneman, his two depositions rendered in behalf of Burgomaster Steenwyck executed before the Notary Mattheus de Vos and witnesses in date as above.

Tuesday, 17th June 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlant.

David Anderzon, pltf. v/s Burgomaster Cornelis Steenwyck, deft. Pltf. demands that the sails of his frigate be restored to him, as he chartered the frigate to Jacques Cousseau; offering to give bail for the judgment. The deft. demands, that the pltf. shall be condemned to answer definitely the claim made on him in date 30th May last on pain of non-suit or to give security for the judgment and that he shall also have to prosecute the suit to a conclusion without any delay. Burgomasters and Schepens allow the pltf. to receive and take the sails with him, on condition of previously entering sufficient bail for the judgment also of defending the suit in question with and against Cornelis Steenwyck and carrying the same without delay to a close.

Allard Anthony, Wernaer Wessels and Hendrick Obe entering request, that the attachment, which they have taken against Henry Hutson's bark shall be declared valid. The W. Court declares the attachment valid. David Anderzon and Francois Rombout, his interpreter, entering request to know if any of Henry Hutson's creditors have attached the frigate? Was answered, Yes; and that the same was done by the H^r Al-

lard Anthony, Wernaer Wessels, and Hendrick Obe; whereunto David Anderson says that he protests against them for all costs, damages and interest, which the bark shall thereby suffer. The W. Court directs copy of the protest to be furnished to parties.

Willem de Marshalck, pltf. v/s Eghbert Meinderzen, deft. Pltf. demands from deft. four hundred guilders in zeawant, which according to obligation he promised to pay for Lauwerens Torner. Defts. wife appearing admits the debt, saying she cannot receive any payment from the people and has announced her land for sale, from which the pltf. should receive his pay; offering the deed and requests time. The W. Court order deft. to satisfy and pay the pltf.

Arent Fransen, pltf. v/s Sybout Clazen, deft. Pltf. says there is due him from one Jan Ryersen the quantity of three thousand pounds of tobacco, who made over to him the house and lot, for which deft. is agent in payment for the quantity of one thousand pounds of tobacco, exhibiting the writings and papers thereof: demanding therefore, that deft. in quality as aforesaid shall transport and convey the same legally to him. Deft. offers to do so, if he be legally discharged therefrom. Burgomasters and Schepens decree, that the deft. in his quality aforesaid shall legally transport and convey the aforesaid house and lot to the pltf., provided the pltf. free him from any future claim therefor.

Willem de Marshalck, pltf. v/s Thomas Willett, deft. Pltf. demands from deft. according to a/c exhibited nine hundred and thirty two guilders in seawan and three thousand eight hundred and thirty two pounds of tobacco. Deft. denies the debt and says, that the pltf. agreed with Thomas Hall for the sale of duffels and blankets, after which he came to him the next day saying, he had no particular acquaintance with Thomas Hall, therefore asked, if he would go bail for Thomas Hall, to which he answered Yes; and that he has until this day, no knowledge of the eight blankets and twenty four ells duffels amounting together to thirty two hundred pounds of tobacco. Burgomasters and Schepens decree that the pltf. must first prosecute and beat the principal at law.

Arien Van Laar, pltf. v/s Thomas Willett, deft. Pltf. exhibits a writing concerning the matter with the deft's dec^d son Jan Willett and demands as deft. has received some hogsheads of tobacco for his son, that he pay him according to the aforesaid writing. Deft. says, he told

pltf., that he has nothing to do with his son's things, and he has promised him to write about it to the parents of his son's wife, which he has done, but has received no answer to this date, and has placed the tobacco in the hands of the Burgomaster Cornelis Steenwyck for the benefit of the creditors. The W. Court decree, that the pltf. shall have to look for his pay along with the other creditors from the effects of Jan Willett dec^d.

Gerrit van Tright, pltf. v/s Thomas Willet, deft. Pltf. says, he claims, that the deft. shall have to pay him a certain contract, which he enter^d into with his dec^d son Jan Willet to send for some goods for him to Holland, which he has done, and that the goods have arrived here and are subject to leakage. Deft. says, it does not concern him. Pltf. replying says, that deft. has taken some hogsheads of tobacco belonging to his son. Deft. rejoining says, that he has placed the tobacco in the hands of Burgomaster Cornelis Steenwyck for the benefit of the creditors. Burgomasters and Schepens decree, that the pltf. may sell the goods he sent for and received for Jan Willett dec^d to the best advantage, and hold his guarantee for the damages to be thereby suffered, along with the other creditors, on the effects of Jan Willet dec^d.

Francois Rombouts, arrestant and pltf. v/s Francois Douty, arrested and deft. Pltf. as attorney of Francis Sayer demands from deft. payment of the sum or quantity of two thousand three hundred and seventy five pounds of tobacco, according to obligation, which he passed in favour of Francois Sayer. Deft. admits the obligation and says he has paid three or four persons according to obligation, demanding eight days time as he has not all his papers with him. Pltf. says he cannot well let the deft. go, as he has no security, that he will return. The W. Court condemn deft. to pay the pltf. in the quality in which he acts deducting what he can fairly prove to have been paid thereon, the attachment remaining meanwhile valid.

Tryntje Wessels, widow of Jan Rutgersen Moreau, pltf. v/s Claas van Elslant the younger, deft. Pltf. demands from deft. per a/c seventy six guilders eighteen stivers. Deft. says, he never had a/c thereof and did divers things for the pltf. as well as for her dec^d husband, for which he never received any thing. Burgomasters and Schepens order parties on both sides to exchange a/c of the claims, which they have against each other.

Jan Gerritzen van Buytenhuyze, pltf. v/s Pietertje Jans and Hermen

Dousen, defts. Deft. Hermen Douzen in default. Pltf. says, that deft. Pietertje Jans asserts, she is not bound to pay him the two ankers of brandy received from his nephew Andries van Buytenhuyzen dec^d. Deft. Pietertje Jans answers, that she paid it to Hermen Dowzen in otters. Pltf. says, it does not appear so on the book. The W. Court decree, that Hermen Dousen must be heard thereon.

Eghbert Meinderzen, pltf. v/s Otte Gerrits, deft. Defts. 2nd default. Pltfs. wife appearing demands from deft. thirty guilders with costs. The W. Court order deft. to bring the monies into consignment of this City, with costs.

Burgomaster Cornelis Steenwyck, pltf. v/s Lucas Andriezen, deft. Deft. in default. Pltf. demands profit of default.

Schepen Christoffel Hooghlant pltf. v/s Jan Hendrickzen Steelman, deft. Deft. in default. Pltf. [says] that he has notified the deft. thro' the Court Messenger for payment according to mortgage and furnished him with copy thereof; but he sent him back word declaring he knew the contents thereof; demanding therefore payment according to mortgage with costs, interest and damage accrued or to accrue.

Metje Wessels, pltf. v/s Jan Hendrickz Steelman, deft. Both in default.

Freryck Gysberzen van den Bergh, pltf. v/s Jan Hendrickzen Steelman, deft. Both in default.

Reinier Rycken, pltf. v/s Jan Hendrickzen Steelman, deft. Deft. in default.

Willem Marshalck, pltf. v/s Jan Hendrickzen Steelman, deft. Deft. in default.

Jeremy Wedderly, pltf. v/s Jan Hackings, deft. Deft. in default.

Claas Gangelofzen Visser, pltf. v/s Symon Barensen, deft. Deft. in default.

Reimond Staaplefort, pltf. v/s Jan Hackings, deft. Deft. in default.

Antony de Milt, pltf. v/s Jan de Witt, miller, deft. Deft. in default.

Agnytje Hendricks, pltf. v/s Jacob Leisler, deft. Deft. in default.

Claas Gangelofzen Visser appearing says, he has attached the monies of Jacob Vis in hands of Jan Meinersen and that by virtue of acquired right, demanding that the attachment be declared valid. The W. Court declares the attachment valid.

Jacob Vis entering demands of Schepen Tymotheus Gabry the ground briefs or deeds of the house and lot standing and lying west of the *Heere Straat* by the Landgate. It is ordered to exhibit the last judgment, which doing, parties on both sides are ordered to observe the same and pursuant thereunto Jacob Vis produces the four guilders one stiver, which were placed in the hands of Schepen Tymotheus Gabry, after which said Gabry delivers over the deeds of aforesaid house and lot, which were handed to Jacob Vis. Regarding the hogshead in question, the arguments of parties on both sides being heard hereupon, Burgomasters and Schepens decree, that the hogshead in question shall avail Gabry in payment, whereas Jacob Vis has rendered himself security in *solidum* therefor; but in case Jacob Vis can prove the aforesaid hogshead was paid for by Solomon La Chair as buyer thereof or by any of his, Gabry shall return the aforesaid payment to Jacob Vis.

Schout Pieter Tonneman demands execution of the judgment which he obtained in date 27th May 1664 against Hendrick Jans Smitt. The Marshal is ordered to execute these.

Burgomasters and Schepens having considered the bill of costs, which Hans Steyn delivers in against Willem Rasenburgh, to receive from him his pay, decree that the costs incurred on both sides shall be paid and that each shall have to bear his own.

Freryck Gysberzen van den Bergh demands by petition to lift, under bail *de restituendo* the monies due him by Jacob Vis and that from the hands of Jan Meindersen unto whom they remain. Apostille: Petitioner's request is granted on condition, that he give bail to return the money, if such were found hereafter right.

Jeremy Wedderly requests by petition, that Jan Hackingh shall be ordered to make good and to pay to him the damage suffered by his unrighteous molestation, committed against him from the 12th May of this year to this date, and that an end be put to the matter. Apostille: Petitioner finding himself aggrieved by what is herein mentioned has to summon his party hereupon and institute his action against him.

M^r: Hans Kierstede requests by petition an order that an ample quantity of the effects of Jan Sluyter remaining in the estate of Hendrick van der Walle may be sequestrated and kept in the hands of a faithful person of such quality and sufficiency, from which the petitioner shall be

able to obtain his arrears, whenever the obligations against Jan Sluyter shall have arrived here; free of cost and charges as he, petitioner, is not inclined to have any partnership of the abovenamed Sluyter in Holland. Apostille: Petitioner must have patience, until Lauwerens de Sille shall have arrived here from Fort Orange.

Tuesday, 24th June 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlant.

Schout Pieter Tonneman, pltf. v/s Merritje Goetbloet, deft. Pltf. demands from deft. thirty guilders heavy money for having tapped on Sunday morning during the sermon, saying he found five persons at her house. Deft. requests eight days time to bring in what she has against it. The W. Court grant deft. eight days time.

Schout Pieter Tonneman, pltf. v/s Tomas Conninck, deft. The H: pltf. demands from deft. according to Placard, ten guilders for that he has found with deft. unstamped measures, after the Crier had notified every one to have the ells, cans and weights stamped by the sworn Measurer—with confiscation of what has been found unstamped with deft. Deft. says, he did not hear the Crier and has been misinformed. Burgomasters and Schepens condemn the deft. in a fine of ten guilders according to Placard.

Dauid Anderzon, pltf. v/s Burgom^r Cornelis Steenwyck, deft. Pltf. produces, besides other pieces, his answers to the pltf's. [*sic*] demand. Deft. says, that the pltf. communicated the answer to him yesterday and replies thereunto requesting, that it be rejoined to as soon as possible and the papers delivered over to Secretary Nevius. The W. Court order copy of the reply to be furnished to party to rejoin thereunto as soon as possible, so that all the papers relating to this suit may be ready at the next Court day.

Schepen Christoffel Hooghlant, pltf. v/s Jan Hendrickzen Steelman, deft. Defts. 2^d default. Pltf. demands from deft. one thousand and fifty guilders in beavers according to mortgage. The W. Court order deft. to bring the sum demanded in consignment of this City.

Agnytie Hendricks, pltf. v/s Jacob Leisler, deft. Pltf. demands

from deft. a year's wages amounting to one hundred guilders in seawant and four beavers, since he will not retain her any longer in service, producing an affidavit. Deft. says, inasmuch as the pltf. consumed almost a bottle of preserved strawberries, also biscuit of his; moreover as it came to his ears, that she had two fellows climb over the wall to her, whilst he was at church with his wife, and received no service from her, he has nothing to do with her. Pltf. denies having had the fellows climb over the wall, also having eaten the preserves; then says the children eat the preserves. Burgomasters and Schepens having heard and examined parties, decree and order the deft. to pay the pltf. a quarter's wages according to agreement.

Dauid Anderzon, pltf. v/s Allard Anthony, Hendrick Obe and Warnae Wessels, defts. Pltf. concludes in writing, that defts. shall be condemned to indemnify and pay him the costs, damages and interest suffered by the illegal attachment of the frigate, which they pretend belongs to Hendrick Hutson. Defts. say, if the pltf. will declare on oath, that Hendrick Hutson has, of his knowledge, no share nor interest in the aforesaid frigate and the bill or sale was made in good faith, they will release the vessel from arrest, and be, themselves, so far satisfied. The pltf. offers to do so. With which offer the defts. are content to release the bark from arrest and also have released her from the 21st of this month. Burgomasters and Schepens having heard parties discharge the frigate in question from the arrest, and condemn the defts. in the costs.

Antony de Milt, pltf. v/s Jan de Witt, miller, deft. Defts. 2^d default. Pltf. demands from deft. one hundred and sixty two guilders sewant with the costs. The W. Court order the deft. to bring the sum demanded into consignment of this City.

Willem de Marschalck, pltf. v/s Tomas Hall, deft. Pltf. demands from deft. four thousand nine hundred and eighty two and a half pounds of tobacco and thirty two guilders in beavers additional, for goods sold him. Deft. admits the debt and says, he had stated, he should pay as soon as possible fixing no positive time, and expected M^r Sauy in the spring, with whom he should receive tobacco, but got none. The W. Court condemn the deft. to satisfy and pay the pltf. the sum demanded.

Willem de Marschalck, pltf. v/s Jan Hendrickzen Steelman, deft. Defts. 2^d default. Pltf. demands from deft. four thousand one hundred

and fifty eight pounds of tobacco according to obligation saying, fifty five pounds are paid thereon. The W. Court order deft. to bring the sum demanded into consignment of this City.

Reinier Rycken, pltf. v/s Jan Hendricksen Steelman, deft. Defts. 2nd default.

Pltf. as attorney of the undernamed persons demands in said quality, according to obligations, from deft. first for a/c of Hendrick Huyg the quantity of a thousand and four pounds of tobacco; for a/c of Pieter Jansen Emilius the quantity of twelve hundred and fifty eight pounds of tobacco, and for a/c of Daniel van Donck three hundred and eighteen guilders in beavers. The W. Court order deft. to consign the sums demanded with the Secretary of this City.

Benedit Aarnel (Benedict Arnold), pltf. v/s David Joghimzen, deft. Pltf. demands from deft. eleven pounds of beaver producing a judgment of sequestration. Deft. says, he purchased with Tomas Jansen Mingael the goods, from which the debt arises and paid his share and is not indebted to the deft.; further to have settled with Tomas Jansen in pltf's. presence, and paid pltf. seven pounds of beaver, telling him, now I have paid you; asking him further, if he were satisfied with Tomas Jansen? Who answered thereupon, Yes; asking him to let him take Tomas Jansen for the payment; acknowledging he had nothing further to claim from him; promising to erase his name from the obligation, which he should have done had he had it by him; offering to confirm his statement on oath. Pltf. denies, that such transpired; also offering to confirm it on oath: Burgomasters and Schepens having heard and examined parties on both sides decree and order the deft. to pay the pltf. the half of eleven pounds weight of beaver.

Jeremy Wedderly, pltf. v/s Jan Hackinghs, deft. Burgomasters and Schepens having heard parties on both sides, refer the matter in question to Isaack Bedloo and Francis Rombout authorizing them to hear and examine parties on both sides relative to their difference, in presence of Schepens Jacob Backer and Christoffel Hooghlant, to argue and consider the case, further, to decide it; and to endeavour to reconcile parties if possible; if not to report their award to the Court.

Schout Pieter Tonneman, pltf. v/s Pietertje Jans, deft. Deft. in default.

Schout Pieter Tonneman, pltf. v/s Mighiel Tades, deft. Deft. in default.

Willem de Marschalck, pltf. v/s Reinier Willemz, baker, deft. Deft. in default.

Hermen Douzen, summoned by Jan Gerrisen van Buytenhuyzen entering, declares, that there is still to be paid the sum of fifty six guilders in beavers on the two ankers of brandy, which were bought from Andries van Buytenhuyzen dec^d, whilst he traded in company with Claas Jansen Ruyter and Pietertje Jans, his wife, and were entered to his a/c.

Tomas Willet entering states, that about fourteen days or three weeks ago, when the case in question between Jan Hackingh and Jeremy Wedderly was discussed before arbitrators, a certain person, who had the greatest knowledge of the case, asked the aforesaid Jan Hackinghs in Jan Lauwerens presence, if he were not content with the tobacco, which he had in dispute with the aforesaid Wedderly—To which he answered, Yes.

Jan Schryver entering says, he has attached the monies of Jacob Vis brought by Jan Meindersen in consignment of this City, and that by virtue of an obligation; demanding that the attachment be declared valid. The W. Court decreed, that Jacob Vis be summoned on the next Court day.

Arien van Laar entering demands that he may receive his payment of what he has to claim against Jan Willet dec^d from the tobacco belonging to the abovenamed Jan Willet and remaining with the Heer Cornelis Steenwyck. The Court decree, that notices be affixed first whereby every one shall be advised and notified that if any one has any claim against the estate left by Jan Willett dec^d he shall communicate the same to the Secretary Nevius, in order that from the creditors curators be appointed, who shall have to regulate the estate left by the abovenamed Jan Willett in this country.

NOTICE.

Notice is hereby given to all persons, that if any one has any claim against the estate left by Jan Willet dec^d, he shall make himself and his claim known to the Secretary Joannes Nevius, within six weeks from this date 24th June of the Year 1664.

The Secretary Joannes Nevius, arising, informs the Court of this City that he has seen a copy of the answer rendered by or on behalf of David

Anderson to the demand of Burgomaster Cornelis Steenwyck, copied by Walewyn van der Veen, requesting to know, whether such copying by others may be done. Burgomasters and Schepens decide, No; and that the papers in the suit consisting of demand, answer, reply and rejoinder, which parties enter against each other, must be copied by the above-named Nevius and therefore that the fees for copying the answer aforesaid are due him; therefore order the aforesaid Vander Veen not to demand them, interdicting him to do so and to be careful for the future on pain of not using for six weeks the pen belonging to his profession and from which he derives fees.

Tuesday, the first July 1664; In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen van der Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlant.

Schout Pieter Tonneman, pltf. v/s Pietertje Jans, deft. Pltf. demands from deft. according to Placard a fine of ten guilders for not having the beer measure stamped. Deft. says, that it belongs to Willem Bogardus and is not her's, therefore durst not have it stamped and has no other measure and heretofore sold by her cup. The W. Court condemn deft. to pay pltf. the fine of ten guilders.

Schepen Isaack Grevenraat, pltf. v/s Jan Jelizen Kock, deft. Pltf. demands from deft. two hundred and twenty five guilders in seawan for one year's house rent due first of May last. Deft. admits the debt; then says, the pltf. has not performed what he promised, to wit that he could make fire on two fireplaces, also to have the windows glazed. Pltf. says, such was not agreed on. The W. Court order deft. to satisfy and pay pltf. the rent due deducting the damage, which by arbitration shall be found to have been suffered in consequences of the glass not being inserted and not having two hearths, to estimate which were appointed Pieter van Couwenhoven, old Schepen of this City, and Hendrick van Dyck, who are authorized to hear and examine parties about their differences and to endeavour to reconcile them if possible, if not to report their award to the Court.

Schepen Christoffel Hooghlant, pltf. v/s Jan Hendrickzen Steelman, deft. Defts. third default. Pltf. demands definitive judgment and that

deft. shall be condemned to satisfy and pay him a thousand and fifty guilders in beavers according to mortgage executed against him. The W. Court condemn the deft. *ex contumaciam* to satisfy and pay pltf. the sum demanded.

Jacob Kip, pltf. v/s Jan Ariaanzen, ship carpenter, deft. Pltf. demands from deft. a boat, which he undertook to build for him and must have been long ago ready. Deft. says, the boat is almost finished and has yet about three @ four days work on it. Burgomasters and Schepens order deft. to have ready within fourteen days time the boat, which he undertook to build for the pltf. and in default thereof the pltf. may have recourse against him for the damage, which may be therefrom suffered.

Willem de Marschalck, pltf. v/s Reinier Willemsen, baker, deft. Defts. second default. Pltf. demands from deft. nine hundred and thirty two guilders in sewant. The W. Court order deft. to bring the monies in consignment of this City.

Jan Gerrizen van Buytenhuyzen, pltf. v/s Pietertje Jans, deft. Pltf. demands from deft. fifty six guilders in beavers. Deft. denies the debt, as she did not receive the goods; acknowledges an acte of separation between her and Hermen Doussen to have been executed before the Notary Mattheus de Vos and witnesses; then says, she was constrained thereunto. Burgomasters and Schepens having heard parties, seen and read the deed of separation from copartnership in merchandise between her and Hermen Doussen, order the deft. to satisfy and pay the pltf. the fifty six guilders in beavers.

Jan Schryver, pltf. v/s Jacob Vis, deft. Pltf. demands from deft. the sum of six hundred and fifty two guilders nine stivers according to obligation dated 26th August 1662. Deft. admits the debt. The W. Court order deft. to satisfy and pay the pltf.

Claas Gangelofzen Visser, pltf. v/s Sara Verbrugge, deft. Deft. in default. Pltf. says, he handed Claas van Elslant the judgment against Carel van Brugge and that he gave it up to Carel. Elslant denies it. The W. Court order Claas van Elslant the younger to return the judgment to Claas Gangelofzen.

Arent Janzen Keuninck, pltf. v/s Jan Bruyn, deft. Pltf's. wife entering demands from the deft. a canoe loaned by her and not returned, whereby she has been much inconvenienced. Deft. says he brought the

canoe back to the place, from whence he took it and where he was directed by the pltf. to bring it. Pltf. says, that the deft. should have made her aware of that. Burgomasters and Schepens refer parties to Tomas Hall and Abraham Verplanck to hear and examine them and to reconcile parties if possible; if not to report their award to the Court.

Tryntje Wessels, widow of Jan Rutgerzen Moreau, pltf. v/s Claas van Elslandt the younger, deft. Pltf. again demands from the deft. seventy six guilders eighteen stivers with costs. Pursuant to the order of the last Court day, deft. is asked, where his a/c is ag't the pltf. Answers, was first notified on last Saturday. Burgomasters and Schepens condemn the deft. to satisfy and pay pltf. the sum demanded with costs, deducting what is justly due him.

Jeremy Wedderly, pltf. v/s Jan Hackingh, deft. Pltf. says, he summoned deft. for having slandered him for a rogue. Deft. answers, that before this action is instituted the first case in question must be settled, which question was referred in date 24 June last to arbitrators, who have delivered to the Court a report of their acts and award. After divers arguments passed over and hither between parties Jan Hackings offers to give security in one hundred pounds stg., that he shall prove within three months time, that Jeremy Wedderly agreed with Capt. Coeck to bring for half a crown each hogshead on board his ship, and if he cannot prove it within the aforesaid three months, he will forfeit the aforesaid hundred pounds sterling to the behoof of the abovenamed Wedderly; with which Wedderly declares himself satisfied.

Lambert Huyberzen Mol and Hendrick Lamberzen Mol, pltf's. v/s Raimond Staaplefort, deft. Pltf's. demand payment from deft. of what they earned in defts. bark according to award of arbitrators, exhibiting the award. Deft. shews the contract made regarding the repair of the bark with the pltf's. previous to his departure to the Virginias, demanding the loss and interest suffered by the delay of the work. Burgomasters and Schepens refer the matter in question to Pieter Jacobsen Marius and Lauwerens Cornelissen vander Well, authorizing them to take up the work and see if the same be executed according to contract, and if so executed to estimate what has been earned by over work, and to render a report of their award to the Court.

Schout Pieter Tonneman, pltf. v/s Mighiel Tades, deft. Defts. 2nd

default. Pltf. demands from deft. five hundred guilders according to Placard, and to be excluded from trade for one year and six weeks, as he found twelve Indians at defts. The W. Court order the deft. to bring the sum demanded into the consignment of this City.

Schout Pieter Tonneman, pltf. v/s Gerrit van Tright, deft. Deft. in default.

Schout Pieter Tonneman, pltf. v/s Isaack Bedlo, deft. Deft. in default.

Jacob van Couwenhoven, arrestant and pltf. v/s Reinier Pieterzen, arrested and deft. Deft. in default.

Metje Wessels, pltf. v/s Jan Hendrickz: Steelman, deft. Deft. in default.

Dirick Wessels, pltf. v/s Jan Hendrickzen Steelman, deft. Deft. in default.

Willem de Marschalck entering demands execution with the costs, which he obtained in date 17th June against Eghbert Meindersen, and against Tomas Hall in date 24 June following. The Marshal is ordered to levy execution on these with costs.

Pietertje Jans demands execution of the judgment, which she obtained against Jan Gerrisen van Buytenhuyzen in date 27 May. The Marshal is ordered to put these in execution.

Dauid Anderzon rejoins to Burgomaster Cornelis Steenwyck's reply. The W. Court orders copy to be furnished to party and parties on both sides are ordered to desist from further productions, to exchange papers with each other and to produce their deduction and principal intendit by inventory on the next Court day.

Reinier Rycken demands execution of the judgment, which he obtained in date 24 June last against Jan Hendricksen Steelman. The Marshal is ordered to put these into execution.

Agnytje Hendrickx demands execution of the judgment which she obtained in date 24 June last against Jacob Leislaar. The Marshal is ordered to execute these.

Tuesday, 8th July 1664: In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlant.

Schout Pieter Tonneman, pltf. v/s Mighiel Tades, deft. Pltf. de-

canoe back to the place, from whence he took it and where he was directed by the pltf. to bring it. Pltf. says, that the deft. should have made her aware of that. Burgomasters and Schepens refer parties to Tomas Hall and Abraham Verplanck to hear and examine them and to reconcile parties if possible; if not to report their award to the Court.

Tryntje Wessels, widow of Jan Rutgerzen Moreau, pltf. v/s Claas van Elslandt the younger, deft. Pltf. again demands from the deft. seventy six guilders eighteen stivers with costs. Pursuant to the order of the last Court day, deft. is asked, where his a/c is ag't the pltf. Answers, was first notified on last Saturday. Burgomasters and Schepens condemn the deft. to satisfy and pay pltf. the sum demanded with costs, deducting what is justly due him.

Jeremy Wedderly, pltf. v/s Jan Hackingh, deft. Pltf. says, he summoned deft. for having slandered him for a rogue. Deft. answers, that before this action is instituted the first case in question must be settled, which question was referred in date 24 June last to arbitrators, who have delivered to the Court a report of their acts and award. After divers arguments passed over and hither between parties Jan Hackings offers to give security in one hundred pounds stg., that he shall prove within three months time, that Jeremy Wedderly agreed with Capt. Coeck to bring for half a crown each hogshead on board his ship, and if he cannot prove it within the aforesaid three months, he will forfeit the aforesaid hundred pounds sterling to the behoof of the abovenamed Wedderly; with which Wedderly declares himself satisfied.

Lambert Huyberzen Mol and Hendrick Lamberzen Mol, pltf. v/s Raimond Staaplefort, deft. Pltf. demand payment from deft. of what they earned in defts. bark according to award of arbitrators, exhibiting the award. Deft. shews the contract made regarding the repair of the bark with the pltf. previous to his departure to the Virginias, demanding the loss and interest suffered by the delay of the work. Burgomasters and Schepens refer the matter in question to Pieter Jacobsen Marius and Lauwerens Cornelissen vander Well, authorizing them to take up the work and see if the same be executed according to contract, and if so executed to estimate what has been earned by over work, and to render a report of their award to the Court.

Schout Pieter Tonneman, pltf. v/s Mighiel Tades, deft. Defts. 2nd

default. Pltf. demands from deft. five hundred guilders according to Placard, and to be excluded from trade for one year and six weeks, as he found twelve Indians at defts. The W. Court order the deft. to bring the sum demanded into the consignment of this City.

Schout Pieter Tonneman, pltf. v/s Gerrit van Tright, deft. Deft. in default.

Schout Pieter Tonneman, pltf. v/s Isaack Bedlo, deft. Deft. in default.

Jacob van Couwenhoven, arrestant and pltf. v/s Reinier Pieterzen, arrested and deft. Deft. in default.

Metje Wessels, pltf. v/s Jan Hendrickz: Steelman, deft. Deft. in default.

Dirick Wessels, pltf. v/s Jan Hendrickzen Steelman, deft. Deft. in default.

Willem de Marschalck entering demands execution with the costs, which he obtained in date 17th June against Eghbert Meindersen, and against Tomas Hall in date 24 June following. The Marshal is ordered to levy execution on these with costs.

Pietertje Jans demands execution of the judgment, which she obtained against Jan Gerrisen van Buytenhuyzen in date 27 May. The Marshal is ordered to put these in execution.

Dauid Anderzon rejoins to Burgomaster Cornelis Steenwyck's reply. The W. Court orders copy to be furnished to party and parties on both sides are ordered to desist from further productions, to exchange papers with each other and to produce their deduction and principal intendit by inventory on the next Court day.

Reinier Rycken demands execution of the judgment, which he obtained in date 24 June last against Jan Hendricksen Steelman. The Marshal is ordered to put these into execution.

Agnytje Hendrickx demands execution of the judgment which she obtained in date 24 June last against Jacob Leislaar. The Marshal is ordered to execute these.

Tuesday, 8th July 1664: In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlant.

Schout Pieter Tonneman, pltf. v/s Mighiel Tades, deft. Pltf. de-

mands from deft. according to Placard a fine of five hundred guilders heavy money for having tapped on Sunday to twelve Indians, and some he has found drunk: all with costs. Deft. says, the Indians came drunk to his house and he tapped small beer for them, but no strong beer. Burgomasters and Schepens condemn deft. in a fine of thirty guilders for that drunken Indians were found on Sunday at his house.

Burgomaster Cornelis Steenwyck, pltf. v/s Henry Hutson, deft. Pltf. demands from deft. according to a bond, executed by deft. in his favour, the quantity of four thousand four hundred and eleven pounds of tobacco and hides and in addition thirty six guilders seventeen stivers in tobacco, demanding that deft. shall be condemned to satisfy and pay it to him. Deft. admits the debt. The W. Court condemn the deft. to satisfy and pay the pltf. according to bond.

Allard Anthony, Wernaer Wessels and Hendrick Obe, pltf's. v/s David Anderzon, deft. Pltf's. say, that the deft. has had them notified to satisfy and pay him the costs according to judgment, and they gave him for answer, that he should furnish them with the particulars thereof, and have given him notice thereof through the Court Messenger and that the deft. demanded copy of the notice, which they furnished him. Deft. again demands notarial copy of the notice. The W. Court order the deft. to furnish the pltf's. particulars of costs and that within the time of thrice twenty four hours on pain of nonsuit.

Henry Hutson, pltf. v/s David Anderzon, deft. Pltf. demands his vessel from deft. and requires to know why he detains it from him. Deft. demands before he answers to the main question, that pltf. shall enter security for the costs of the suit, offering to do the same; and then to answer. Pltf. maintains, that he is not bound to give security for his own property, and says that every one knows, that the vessel is his property. Burgomasters and Schepens order parties on both sides to give security for the costs to accrue and the deft. is ordered then to answer the demand on the next Court day.

Hendrick Jansen van der Vin, pltf. v/s Reinier Willemsen, baker, deft. Pltf. demands from deft. fifty one guilders in beavers, for which he must return back to deft. seventy seven guilders ten stivers in sewant; saying he will reckon it at twenty guilders per beaver. Deft. says, had the pltf. given him the sewant he should have paid him the beavers, offer-

ing to calculate the sewant @ sixteen guilders per beaver, the rate at which the seawant was traded at the time he loaned it to pltf. Burgomasters and Schepens having heard parties decree, that the seawant shall be calculated @ twenty guilders per beaver.

Lambert Huyberzen Mol, pltf. v/s Raimond Staaplefort, deft. Pltf. demands from the deft. one hundred and seventy five guilders eighteen stivers; exhibits the award of the arbitrators appointed by the W. Court in the case in question between him and the deft. on the last Court day. Deft. offers to pay, provided that the pltf. shall give security, that the bark is well built. Burgomasters and Schepens having heard parties, and seen the award of arbitrators order Raimond Staaplefort to pay Lambert Huyberzen Mol the sum of one hundred and forty guilders eighteen stivers for wages and disbursements.

Metje Wessels, pltf. v/s Jan Hendrickzen Steelman, deft. Defts. 2nd default. Pltf. demands from deft. five hundred and four guilders in seawant per a/c. The W. Court order deft. to bring the monies in consignment of this City.

Dirck Wessels, pltf. v/s Jan Hendrickzen Steelman, deft. Defts. 2nd default. Pltf. demands from deft. a gun given him to be repaired. The W. Court order deft. to bring the gun into consignment of this City.

Albert Alberzen, pltf. v/s Nicolaes Verlett, deft. Deft. in default.

Claas Gangelofzen Visser, pltf. v/s Abraham Verplanck, deft. Deft. in default.

Claas Gangelofzen Visser, pltf. v/s Claas van Elslandt, the younger, deft. Deft. in default.

Jan Lauwerens, pltf. v/s Hendrick Willemzen, baker, deft. Deft. in default.

Symon Boyer, pltf. v/s Raimond Staaplefort, deft. Deft. in default.

Margriet Reddel, arrestant and pltf. v/s Tomas Crabbe, arrested and deft. Both in default.

Margriet Reddel, pltf. v/s Symon Barenzen, deft. Both in default.

Dirck Clazen Pottebacker, pltf. v/s Symon Janzen Romein, deft. Deft. in default.

Tomas Lodowyckzen, pltf. v/s Jan Janzen van Schorel, deft. Deft. in default.

Dauid Anderzon, pltf. v/s Samuel Etsal, deft. Pltf. produces cer-

tain interrogatories, requesting that deft. shall be heard thereupon under oath. Burgomasters and Schepens commission from their Board Tymotheus Gabry and Isaack Grevenraat to hear and examine the deft. under oath, at pltf's. request, in presence of the Officer Pieter Tonneman, on the interrogatories by him produced.

Jan Gerrizen van Buytenhuyzen and Tryntje Wessels demand execution of the judgment which they have obtained against Pietertje Jans and Claas van Elslant the younger in date first July 1664. Apostille: The Marshal is ordered to levy execution on these. Schepen Christoffel Hooghlant demands execution of the judgment, which he obtained in date first July 1664 against Jan Hendricks Steelman. Apostille: The Marshal is ordered to levy execution on these.

Claas Gangelofzen Visser demands execution of the judgment, which he obtained in date 20th May 1664. ag'st Carel van Brugge. Apostille: The Marshal is ordered to levy execution on these.

Claas Gangelofzen Visser entering communicates, as he intends to depart by the first opportunity to Curaçoa, that he delivers up to the Court what is in his hands, whether writings, books or papers concerning the estate left by Symon Hermsen Cort, also of the insolvent estate of Nicolaas Velthuyzen. Burgomasters and Schepens decree and order him, to deliver them over to his fellow-curator, appointed with and besides him; to wit, regarding the estate of Symon Hermsen Cort to Jacob Kip, old Schepen of this City; and to Pieter Jacobsen Marius regarding the estate of Nicolaas Velthuyzen and to take a receipt.

Willem Abrahamzen van der Borden and Daniel Verveelen appearing represent, that a tannery is established between their houses and lots and as they fear their water shall be thereby spoiled and they shall also have to endure great stench from the tanning of skins, they request, that such be forbidden, especially the digging of a pit, in which the skins are soaked or washed. Burgomasters and Schepens decree as others have been allowed to make a tannery behind their house and lot, such cannot be forbidden.

Jeremy Wedderly asks by petition to know, whether Burgomasters and Schepens are satisfied with the bail bond executed by Jan Hackingh. Apostille: Burgomasters and Schepens are satisfied with the bail bond executed by Jan Hackingh.

On the petition of Hendrick Janzen Smitt, wherein he requests, that two may be appointed to value the pay which he has to offer Pieter Jacobs: Marius and Claas Bordingh as curators of the estate left by Anna Cornelis dec^d; also release from such interest as the aforesaid curators demand from him, inasmuch as he has not refused payment from the first instance. Apostilled: Burgomasters and Schepens persist in their rendered judgment and appoint Jacob Kip, old Schepen of this City, and Isaack Bedloo to estimate and value the goods, which shall be offered in payment.

The Burgomaster and the Presiding Schepen communicate to the Board of Schout, Burgomasters and Schepens, that they were invited to the Assembly of the R^t Hon^{ble} Director General and Council, and that the Director Gen^l and Council read to and informed them, that they have understood by reports of persons worthy of belief, that a ship arrived some weeks ago at Boston in New England from Old England bringing also intelligence, that two frigates and a fly-boat, each mounted with between 40 @ 50 guns, lay at Portsmouth ready to go to sea, having on board three hundred soldiers and each ship one hundred and fifty seamen; and one Capt. Clercq arrived fourteen days afterwards at Boston, relating for news, that the same ships had gone to sea; further that a friend had spoken with one Capt. Bryden at Boston, who told him that he firmly believed, the ships were already arrived in the west. And after this was stated and communicated to them, the Director General and Council asked them, what is to be done and resolved therein. To which they gave for answer, that they knew not, whether they were sent for as Burgomasters and Schepens or as associates. Whereunto the Director General and Councillors replied as Burgomasters and President Schepen; proposing the following points to give their advice thereupon:—

Firstly, whether it were best to let the vessels remain here which lie here in the road and to be on the look out, or whether they should be despatched forthwith to Fatherland ?

2. How shall we have to act at this conjuncture ?

3. And if the ships should come here, what is then to be done ?

To give advice thereupon Burgomasters and the President Schepen answer, they must communicate it to the whole Board, to receive their opinion thereon, which being allowed them with request to make it known

to the Director General as soon as possible; they have communicated the same now with the request to give their advice on the preceding propositions.

Such being taken into consideration, it is by the Board of Schout, Burgomasters and Schepens unanimously resolved:—

Firstly that the skippers ought to be warned in time to be on their guard.

2. That it is necessary to bring this place forthwith into a posture of defence, to which we daily use our possible endeavours.

3. And should the ships come here to be on our guard and to wait, what directions and order they may have and to regulate ourselves then according to the circumstances of the time. The Director General and Council need not doubt, but the Burgomasters and Schepens together with the commonalty, shall exert themselves as much as they have done heretofore.

N: B. A letter of requisition for Schepen Isaack Grevenraat, registered in the blotter on the 8th of July 1664.

Extraordinary Meeting holden on Wednesday the 9th July 1664: In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlandt.

Tomas Wells and Jan Hackingh, pltfs. v/s Raimond Stapelfort, deft. Pltfs. demand from deft. an anchor and rope according to charter party. Deft. says, he cannot answer at present, as he was not warned in time nor did he get any reason for the summons; requesting copy of the demand to answer thereunto. The W. Court grant the deft. copy of the demand to answer thereunto at the next Court day, and parties on both sides are ordered to give in to the Court in Dutch their papers documents and principal intendit, which they shall produce against each other.

Tuesday 15th July, 1664: In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leendersen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlandt.

Allard Anthony, pltf. v/s Henry Hutson, deft. Pltf. demands from

deft. payment of four hundred pounds of tobacco for a painting given him in the Virginias and sold by him there. Deft. admits the debt. The W. Court order deft. to satisfy and pay the pltf.

Hendrick Obe, pltf. v/s Henry Hutson, deft. Pltf. demands from deft. nineteen hundred pounds of tobacco according to obligation. Deft. admits the debt. The W Court order deft. to satisfy and pay the pltf.

Wernaer Wessels, pltf. v/s Henry Hutson, deft. Pltf. demands from deft. eight hundred and fifty pounds of tobacco according to obligation. Deft. admits the debt. The W. Court orders deft. to satisfy and pay the pltf.

Henry Hutson, pltf. v/s Daudid Anderzon, deft. Pltf. again demands from the deft. his vessel, which he retains from him. Deft. produces his answer in writing pursuant to the order of the last Court day. Pltf. replying wishes to know, how the vessel is gone from him and if the conveyance is good. Deft. producing the conveyance, the pltf. is shewn his hand signature and seal and is asked if he has not so written and set his seal? Thereupon answering says, in truth and on affirmation by oath he cannot say, that it is his signature, absolutely denying that it is his seal; and that the deft. must prove it. The W. Court order the deft. to prove, that the signature, which is to the deed is Henry Hutson's signature.

Albert Alberzen, pltf. v/s Nicolaas Verlett, deft. Pltf. demands from deft. as per a/c one hundred and twenty three guilders for cost and damage suffered by attachment of his person and goods at the North for payment of expences on a horse brought from the North here according to what he, the pltf., instituted against the deft. in date 19th February of this year. Schepen Jacob Backer appearing for the deft. and rising up exhibits a letter written to the deft. by him, who has issued the attachment against the pltf's person and goods, wherein he requests, that the deft. should send him over the payment the soonest possible, and that the goods are released from attachment. Pltf. replying says, such was done recently on the deft's writing, and he has meanwhile suffered great damage. Jacob Backer in the quality in which he acts concludes the pltf's demand to be unfounded, as the whole does not amount to more than four pounds and ten shillings sterling and had to leave so much attached, and he must apply for the damage of what more is arrested to him who has done it; saying that he pltf. will not be refused the interest of the four pounds ten shillings which he has lost. Burgomasters and Schepens having heard

parties on both sides and seen and considered the a/cs produced by the pltf. decree, that deft. shall have to pay the pltf. the sum of six guilders in beavers for the arrest by the Constable; further ten guilders in sewant for loss of two days lying in arrest; also ten guilders for remaining two days at Onquey to settle the matter; also twenty guilders likewise in sewant for damage, that the payment lay under attachment.

Bartholdus Maan, pltf. v/s Wernaar Wessels, deft. Pltf. demands from deft. about fifty six guilders in beavers belonging to him for interest by non-payment of a bill of exchange. Deft. demands in reconvention from pltf. sixty guilders eleven and two third stivers in beavers and five guilders and four stivers in sewant. Pltf. says, that the deft. promised him proper interest offering to affirm so under oath, or that deft. shall confirm the contrary under oath. Deft. says, he did not promise any interest, but a present. Burgomasters and Schepens condemn the deft. to pay the pltf. due interest @ ten per cent from date because he has not paid the pltf. at the proper time; and appoint Jacob Kip, old Schepen of this City, and Isaack Bedloo to compute the interest in case parties can not settle the a/c together.

Tomas Lodowyckzen, pltf. v/s Jan Janzen van Schorel, deft. Defts. 2^d default. Pltf. demands from deft. twenty six guilders in beavers according to obligation. The W. Court order deft. to bring the monies in consignment of this City.

Jan Lauwerens, pltf. v/s Hendrick Willemzen, baker, deft. Defts. 2nd default. Pltf. demands from deft. seven beavers according to obligation. The W Court order the deft. to bring the monies in consignment of this City.

Nathaniel Zeeman, Nicolaas Prett and Ritzert Bartelott, pltf. v/s James Capps, deft. Pltf. demand from deft. their earned monthly wages and freedom from the vessel saying, that the deft. promised to pay them and to give them freedom at the first place, to which they should come. Deft. denies it. Pltf. offer to confirm it by oath or prove it by two indifferent persons. Deft. demands from the pltf. by writing in reconvention, what they have taken from him.

Philip Asban entering prosecutes an attachment made on a parcel of Ambergris (for his masters in London) in the hands of the widow Litsco and says, he has summoned James Caps to hear reasons for the attach-

ment and, demands that James Caps shall prove, that he took the papers from his chest, as he has accused him with it. Burgomasters and Schepens refer the matter in question to Govert Loockermans, old Schepen of this City, Tomas Willet, Jan Lauwerens and Isaack Bedloo to hear parties, to examine and decide the case and if possible endeavour to reconcile parties; if not to report their award to the Court.

Lucas Dirckzen entering demands, that he may lift the monies, which Denys Isaacksen brought in consignment of this City for Pieter Jansen, mason. Whereupon Lucas Dircksen was informed, that they were taken in date 22^d May 1663 by Oloff Stevenzen van Cortlant, and he must take out an acte thereof.

Burgomast^r Cornelis Steenwyck requests, that David Anderzon shall be ordered to exchange with him the papers, which he shall produce against him at law, and says he will not make use of the letter, of which David Anderzon demands copy; further protests for the costs, damages and interest hitherto suffered by delay and still to accrue. Burgomasters and Schepens order David Anderson to exchange with Burgomaster Cornelis Steenwyck the papers, which he intends to produce in the suit against him; and what relates to the demanded copy of the letter, written by Henry Hutson to him, Burgomasters and Schepens decide such is not necessary as the Burgomaster will not make use of it in the suit at law instituted against him.

Freryck Gysberzen vanden Bergh entering demands that he may take his money due him by Jacob Vis and brought in consignment to this City. He is ordered to obey the judgment of the Court; to enter bail and return in the afternoon.

Joris Dopzen entering, is handed the fl. 46 brought by Jan Everyn in consignment of this City and belonging to him according to award of arbitrators.

Metje Wessels and Dirck Wessels demand execution of the judgment, which they obtained on 8th of this month against Jan Hendrickzen Steelman. The Marshal is ordered to put these in execution.

Hendrick Obe entering states, that he with Allard Anthony and Wernaar Wessels have caused David Anderzon to be notified of the order of Burgomasters and Schepens dated 8th of this month in order to have particulars of a/c pursuant thereunto.

This date 16th July, Freryck Gysbersen vanden Bergh has lifted through Abraham his wife's son by a former marriage, the monies due him by Jacob Vis to the sum of fl. 259. 9. from the consignment of this City, brought there by Jan Meindersen; and pursuant to the order on his petition in date 17th June of this year, Nicasius de Sille and Pieter Tonneman have given bail for him, as required.

Wednesday, 16 July, 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hooghlant.

Officer Pieter Tonneman concludes, as Hendrick Jansen Smitt has hanged himself and destroyed his life on the branch of a tree at the *Kalkhoeck* on this side of the Fresh Water, that his goods shall be forfeit, the corpse drawn on a hurdle as an example and terror to others, and brought to the place, where it was found hanging and there shoved under the earth; further that a stake, pole or post shall be set there in token of an accursed deed.

Burgomasters and Schepens "administering justice in the name and on the behalf of the Noble, High and Mighty Lords States General of the United Netherlands of the Hon^{ble} Lords Directors of the Privileged West India Company and the Hon^{ble} Director General and Council of N. Netherland," * having considered the Officer's conclusion adjudge and sentence, (whereas Hendrick Jansen Smitt has been an old Burgher here, of whom no bad behaviour was ever heard, and as his next neighbours, eight in number, entering, have requested a decent burial,) that the body shall be interred in a corner of the Church yard in the evening after the ringing of the nine o'clock bell; further the forfeiture of his goods left by him to be applied as is proper. Thus done and adjudged by Burgomasters and Schepens of the City of Amsterdam in N. Netherland. Ady as above.

Hendrick Kip the elder, Hendrick Willemsen, baker, Jacob Teunis Kay, Teunis Cray, Frans Jansen van Hooghten, Ambrosius Weerhem,

* The passage within quotation marks in this judgment was in the margin of the Record, having been subsequently added for reasons set forth at page 94. Having a reference (thus §) coinciding with a similar one in the body of the text, the passage was here entered accordingly in its proper place by the Tr.

Nicolaes Backer and Pieter Winsten, hatter, entering request in the name of Hendrick Jansen Smiths surviving widow, that the body shall be honourably committed to the earth, as Hendrick Jansen Smitt was an old Burgher.*

The above sentence is handed by the Officer Pieter Tonneman and Secretary J: Nevius to the Rt. Honble Director General and Council inclosed in the following letter.

Honourable Valiant Sirs,—

Whereas Hendrick Jansen Smitt has hanged himself in the *Kalkhoeck*, on which deed the Officer entering his demand, the Burgomasters and Schepens pronounced the enclosed sentence, which Burgomasters and Schepens request you R^t Hon^{ble} to approve; and remain—Under Stood—Your Honours' affectionate subjects The Burgomasters and Schepens of the City of Amsterdam in N. Netherland, Signed Cornelis Steenwyck. Lower Stood By order of the same—Signed, Joannes Nevius Secrety. At the side stood—Done Amsterdam in N. Netherland the 16th July 1664.

To which above written letter and enclosed judgment, the following answer was given by the Director General and Council of N: Netherland and placed in the hands of Burgomasters and Schepens.

On the request of the W. Burgomasters and Schepens of this City to the effect that the Director General and Council should approve the sentence this day pronounced by the said Burgomasters and Schepens regarding the suicide Hendrick Jansen Smitt—Serves for answer:—that though the Director Gen'l and Council for reasons thereunto moving deferred the pronouncing of the judgment on this criminal action for this time and until further advice to Burgomasters and Schepens, the Director General and Council find that the Court have, moreover, omitted to state, as it should be, in the judgment by whose authority and qualification the judgment was delivered by them. Though there is no objection to the sentence itself as it is couched, yet it or its form they cannot approve, unless the abovementioned required circumstances be entered and written therein; which being done the aforesaid sentence is hereby approved. Thus done in the Assembly of the Hon^{ble} the Director General and Coun-

* N.B. This petition is presented after the H^t Officer hath instituted his demand and before the sentence was pronounced.

cil of N. Netherland holden in Fort Amsterdam: Ady 16 July 1664. Was signed, P: Stuyvesant. Lower Stood By order of the same. Signed C. v. Ruyven, Secretary.
Copia.

Extract from the Register of Resolutions of the R^t Hon^{ble} Director General and Council of N. Netherland adopted at their Assembly.
On Wednesday the 16 July 1664.

At the Meeting in the Council Chamber in Fort Amsterdam appeared the W. Schout, Burgomasters and President of the Schepens of this City requesting in the name of the W. Court of this City, in substance, that they be not abridged in their obtained privileges, which empower them, if their Schout were prevented, to inform themselves in the first instance of murderers and to apprehend the same, as the Fiscaal this day had prevented the Schout taking away from there the dead body of Hendrick Jansen Smith, found this day hanging at the entrance of the *Kalck-hoeck*, as he ought to have done; maintaining, further, that all offenders within the jurisdiction of this City should first be apprehended by their Schout and if such were first caught by the Fiscaal or his substitute, that in such case he ought to be handed over a prisoner to their Schout except the Company's servants who, their W: understand if apprehended in any committed offence by their Schout in absence of the Fiscal or his deputy, such prisoner shall in like manner be delivered up to the Fiscaal.

To the petition of the W. Schout, Burgomasters and Schepens serves for answer, that as said Burgomasters and President of the Schepens declare, that the Schout of this City was officially by the dead body of him, who hanged himself, before the Fiscaal, it is decreed that the said dead body shall be placed in the hands of the abovementioned Schout Tonne- man, to be proceeded against before the W. Court of this City according to the form of law, and sentenced conformably to their instruction.

What appertains to the second petition, that all offenders who may be apprehended within this City's jurisdiction by the Fiscaal or his deputy, may be placed in the hands of the Schout of this City, it is thereupon finally and categorically answered—on account of the shortness of the time it is deferred and postponed 'till more favourable opportunity. Done Fort Amsterd^m. Ady as above: Signed P: Stuyvesant. Lower Stood: Agrees with the aforesaid Register. Signed C: v. Ruyven, Secretary.

Thursday, 17th July, 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Christoffel Hoogh-lant.

James Caps, pltf. v/s Robbert Sweits and Jan Herten, prisoners and defts. Pltf. says, the defts. opened his chest and took therefrom some papers and writings; he therefore had them imprisoned. Deft. Robbert Sweits answers, he had common access to the chest, where the papers lay and the chest was entrusted to him, and he took no other papers and writings than his own written by himself, being his journal and the medicines belonging. Pltf. denies that the deft. had common access to the chest, and says, perceiving, that papers were taken from the chest he hung the key on another place, and could prove so. Pieter Adriaansen Besem, Jacob Jansen van Amsterdam, Abraham Israel de Pyse, a Jew, with his son entering as witnesses; Pieter Adriaansen declares, that he saw Robbert Sweits take some papers out of the chest, which stood open, but says does not know what papers they were, nor where they remained, and that he immediately went to the chest, took from it clothes and other goods and replaced them like a cabin boy; declaring further that the skipper was the first cause of all that occurred in the ship and that he abused the sailors as dogs and brutes, threatening to shoot them with a pistol and blunderbuss, and to wreck the ship. Abraham Israel de Pyse declares such to be for the most part known to him. Burgomasters and Schepens having heard parties on both sides as well as the declaration of witnesses and paid attention to all that is material, find that the pltf. has unjustly detained the defts., therefore condemn the pltf. to pay the costs and damages, which defts. by the unjust imprisonment have suffered, discharging the prisoners free of cost and charges from confinement.

Nathaniel Zeeman, Nicolaes Prett, Ritzert Bartelett, Robert Sweits and Jan Herten, pltf. v/s James Caps, deft. Pltf. demand from deft. their earned monthly wages and discharge, firstly, because he had promised such to them; being willing so to affirm on oath; secondly, because they cannot remain with him and offer to swear, that the deft. had threatened to cause the vessel to be scuttled. Deft. gives for answer, that it is a heap of inventions. Burgomasters and Schepens having heard parties, seen and read, besides, the report of the arbitrators appointed by

their Worships, dated the eighth of this month, also understood the award of the arbitrators, condemn deft. to pay pltfs. their earned monthly wages and to give them their discharge from the ship, as demanded.

Philip Asbon, pltf. v/s James Caps, deft. Pltf. demands, that the deft. shall declare on oath, whether the attached Amber gris belongs to his master or him; and if it belong to his master, that he may take it, pursuant to the writing therein exhibited; if not that the deft. shall give sufficient security that the attached Amber gris shall be given to the master, as he must execute a bond of five hundred pounds sterling to a/c to his masters, and says that there is seven pounds of Amber gris. Deft. says, the Amber gris belongs, for the most part, to him, and besides that he has a fourth of the other part. Burgomasters and Schepens having heard parties and seen and examined the papers produced by the pltf. find that the pltf. has no right to demand any goods or a/c from the deft. and therefore declare the attachment made on the Amber gris invalid.

Whereas Burgomasters and Schepens had this day intended to publish the Placard dated 23^d of June of this year, made by the Direct^r General and Council of N. Netherland; then whereas they have perceived that the same is affixed to the gate of the Fort; having also understood that the Director General and Council have sent the substance of it to the traders, the Burgomasters and Schepens therefore decree it to be unnecessary to publish the aforesaid Placard from the *Puy* of this City.

Regarding the renewal of the Placard against lodging Indians at night it was also declared unnecessary by plurality of votes.

Mighiel Tades demands execution of the judgment, which he has obtained against Walewyn van der Veen in date 13th May last, from the W. Court of this City; whereupon it is ordered by the President of Burgomasters and Schepens of this City: The Marshal is ordered to put these in execution. Done Amsterdam in N. Netherland the 24th July 1664.

Extraordinary Meeting holden on Tuesday the 29th July, 1664. In the City Hall. Present the Heerne Pieter Tonneman, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer.

Received and read the papers documents and vouchers used on both sides in the suit between Henry Hutson, pltf. v/s David Anderson, deft.,

and William Karver, being adjoined in the case. Pursuant to the order of Burgomasters and Schepens of this City dated 15th of this month of July the defts. produce divers papers and writings wherein they set forth and prove, that the hand signature to the conveyance of the ship in question, the *Expedition*, made by Henry Hutson to Hendrick Goederyck in date 13th April 1663, is the hand signature made by himself, and in consequence thereof conclude that the claim of the present pltf. shall be declared by definitive judgment to be unjust and calumnious, that they be absolved therefrom, and the pltf. be condemned to desist absolutely therefrom; demanding quick expedition of justice and further, that the aforesaid pretended pltf. shall go into close confinement, unless immediate bail be given for the judgment with costs. Pltf., the produced papers and writings being exhibited and communicated, declares that the conveyance of the aforesaid vessel, the *Expedition*, is false, and that it is not his writing or subscribed by him, and that the transport of the vessel, as before executed to Goederyck was done *pro forma*, and he withdrew it again; and that the defts. shall in his favour desist and withdraw therefrom. Burgomasters and Schepens having heard the arguments of parties on both sides and considered read and examined the documents and papers produced by both parties, and pondered and weighed all that is material, find that the signature to the conveyance of the vessel in question, which Hendrick Hutson has executed in favor of Hendrick Goederyck, agrees with the handwriting of the other papers, which defts. produce as having been executed by Hutson; the writing of the aforesaid conveyance agrees also with the other writing of the aforesaid Hutson; it was, moreover, proved by three distinct witnesses, that Henry Hutson consented and signed as witness, that Hendrick Goederyck conveyed and made over the aforesaid vessel to William Karver; and whereas the aforesaid Hutson brings forward no probable proofs of property in the aforesaid boat except verbal assertions, they adjudge and sentence that Hendrick Hutson has no right to the bark in question, the *Expedition*; nonsuit him in consequence in his demand and entered conclusion herein; he paying for cause the costs incurred hereupon.

The Burgomaster Cornelis Steenwyck appearing states, that an individual is demanding from him a sum of money earned on board the bark of James Mils, sold by execution; and whereas the obligation re-

mains in consignment of this City, and no payment can be made except with the knowledge of the Court, he therefore says, he wishes to communicate it to Burgomasters and Schepens.

Hendrick Obe, guardian with Bartholdus Maan of the children left by Gerrit Hendricksen van Harderwyck, entering demands that curators may be appointed over the estate left by the abovenamed Gerrit Hendricksen to regulate the same and to sell the property both real and personal.

Extraordinary Meeting holden on Wednesday, 30th July: In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer, Christoffel Hooghlant.

Pieter Adriaanzen Besem and Jacob Janzen van Amsterdam, pltfs. v/s James Caps, deft. Pltfs. demand from the deft. their earned monthly wages according to contract. Deft. says, he has contracted a-new with pltfs. to prosecute the voyage with him, producing a declaration. Pltfs. replying acknowledge to have made a new contract with deft.; then say deft. has sold his ship. Deft. denies it. Burgomasters and Schepens decree and order the pltfs. to perform according to their new made contract their voyage with the ship the *Prudence* and schipper James Caps, and order the deft. to pay the pltfs. their earned monthly wages, if he has sold the ship.

Philip Asborne, Nathaniel Zeman, Robbert Sweits and Jan Herten, pltfs. v/s James Caps, deft. Pltfs. say, that deft. accused them with having broken open his chest and taken out of it two pieces of gold of six guilders each piece, further his a/c book, his masters order, a gold ring with a fine stone therein, divers letters sent to merchants, in which something was enclosed and sealed, divers obligations, a parcel of Cornelian Corals, with a piece of his linen; also about fifteen pounds Corals; demanding proof thereof or reparation of character. Deft. says, the Corals belong to him and he can prove so and that some one had promised him to testify that the pltfs. had opened his chest, but he could not get their affidavits and they departed. He declares further, that Philip Asborne took the Corals from his chest; which Philip Asborne denied, saying that they were given him by James Caps at the Barbadoes in M^r Samson's

presence on acc^t of the freight, and if deft. had enquired of him about it, he should have returned them to him; denying further having any thing more to do with him and that the books were brought by the ship's boys to the widow Litsco. Deft. says, that they still lie in Philip Asborn's chest, to enquire into which the Court commission the Officer Pieter Tonneman, Schepen Nicolaes de Meyer and Secretary Nevius together with the Court Messenger, who are to inspect Philip Asborne's chest in presence of James Caps, which being done, no acc^t book was found in the same, but a package of papers amongst which James Caps maintains there are some, which belong to him; which papers being exhibited by the Commissioners to the Court and examined, none were found belonging to James Caps. And whereas James Caps cannot prove what he has charged against the pl^{ts}. the W: Court decree, that James Caps shall declare in Court and in presence of parties herein, that he has accused them of what he cannot prove and that such was wrong on his part, with promise to do so no more, and to acknowledge them to be honest men. Which James Caps having communication of, he has so declared and promised in Court and in presence of his parties. Burgomasters and Schepens therefore condemn the abovenamed James Caps in the costs of this suit.

Extraordinary Court held on Saturday 2. Aug: 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Jacob Backer, Tymotheus Gabry, Nicolaes de Meyer.

William Kerver, pl^{tf}. v/s Burgomaster Cornelis Steenwyck, de^{ft}. Pl^{tf}. says, he has to demand three things:—Firstly, a quick termination of the case, as he lies here at great expence with two vessels. Secondly, he states, that he was heard last Friday on an interrogatory here and had to swear against himself, in direct opposition to all the laws of the world; excepting further, that Henry Hutson deserves that no belief should be attached to his answer to the interrogatory, inasmuch as he has, in contradiction to the judgment rendered on the 29th July last, testified against him, and that he, Hutson, is the principal, on whom the case in question is depending, and what Hutson fails to pay he must do, and that the abovenamed Hutson swears in his own suit against him, Kerver. Thirdly, excepts to one on the Bench, who is a connexion of the de^{ft}. To which

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three points deft. answers—Firstly, that Daud Anderson yesterday had a letter communicated to him thro' the Court Messenger by way of notification, wherein he states that he has an instrument still to produce and then no more, with a requested copy of the interrogatory, which he immediately furnished him; saying further that the abovenamed Anderson has not exchanged with him any copy of the instrument, which he will not yet produce and has drawn back the notice: Therefore could not have his papers ready for production in order to obtain quick despatch. Secondly, he had to look to his party for testimony, as the last deed of sale is made between Hutson, Goederyck and Kerver, without any witnesses, and as to what Kerver excepts against Hutson, he maintains Hutson is his party, as he endeavoured to defraud him in the first and last deed of sale, trusting that the Court will favourably receive, what he endeavored to get from his party. After some propositions and answers made over and hither by parties deft. declares to be content, that the writings of the case in question and further proceedings be put aside and that there be no more thought of arguing the case anew on both sides, provided time were allowed till Wednesday next in order to come to a quick termination of the case. William Kerver is also satisfied. Then whereas Daud Anderson cannot nor will not consent thereto, parties on both sides agree, that the written proceedings shall take their course; William Kerver and Daud Anderson promising to furnish Cornelius Steenwyck with copy of the last rendered judgment, of which they gave notice to M. Steenwyck.

Lysbet Cornelissen, widow of Gerrits Hendricks van Harderwyck, requests by petition, that some one be authorized, to make up a pertinent statement of the estate with the guardians of the abovenamed Gerrits surviving children, in order to regulate hereafter with them. Apostille: Petitioner's request is granted, if the creditors so consent, whereof the petitioner shall have to exhibit proof on the earliest opportunity.

Extraordinary Court held on Tuesday, 5th August 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

James Caps, pltf. v/s Philip Asborne, deft. Pltf. says, that the deft.

meddles with his ship and crew; requesting that if he has better order than he, that he shall exhibit it. Deft. says, the pltf. has orders by letter from M^r Samson, one of his masters at the Barbadoes, to sail to Guinea and thence to other places, which direction and order he has broken and not obeyed. Burgomasters and Schepens having heard and examined parties' arguments on both sides, seen, read and weighed moreover papers and writings produced, find that deft. has no authority to meddle with the ship and crew, which are entrusted to the pltf. They therefore decree, order and charge the deft. no more to meddle with the ship and crew, but let the pltf. wholly and entirely command the same.

Burgom^r Cornelis Steenwyck appearing says he has seen a petition of David Anderson and Will: Karuer, requesting that nothing may be finally done as it is an extraordinary Court day, which was ordered by others.

David Anderson and Will: Karver request by petition, that Burgomaster Cornelis Steenwyck shall be ordered to prepare, what he has to bring in ag^t them, so that they may receive quick despatch of the case in question. Copy hereof is ordered to be furnished to party to answer thereunto in the time of twice four and twenty hours.

This date 6th August 1664 appears before me, Joannes Nevius, Secretary etc. M^r Henry Hutson stating that he appeals to the R^t Hon^{ble} Director General and Council of N. Netherland, from the judgment pronounced by the W. Court of this City between him, William Karver and David Anderson in date 29th July last.

Extraordinary Court, held on Thursday, 7th August 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Philip Asborne, pltf. v/s James Caps, deft. Pltf. says, the deft. stated on the last Court day and offered that if the pltf. will give good security for the ship and payment of the monthly wages as well to him deft. as the sailors of the ship and other expences incurred, that he should give him up the vessel, but did not clearly understand it then. Deft. answers, that he said, if he, the pltf., has better right to the ship than he, he should make it appear, and then he shall deliver the ship over to him

on entering security for the expences incurred and payment of the monthly wages both to him and the sailors; and if he cannot make it appear, he then does not admit what he has heretofore stated and further to proceed in the case, as is determined by the Court. Pltf. replying offers to give good security for the ship and expenses incurred here thereon, and all that regards the ship, and moreover that the ship shall be delivered over to the owners at Barbadoes; and if he, the deft., will go hence to the Barbadoes, and render an a/c to the owners, that his wages and what more shall be coming to him, shall be paid. Deft. rejoining says again, that he stated on the last Court day, if he, the pltf., had more right to the ship than he, he should give bail for the ship, and will make a voyage to the Barbadoes and shall return here, and before delivering the ship over to him he shall pay him all the expences he has incurred on the same. Parties re-entering, pltf. declares, it is impossible for him to bind himself, that the ship being at the Barbadoes with his masters can be delivered back here, but will engage himself that if the pltf. will also go to the Barbadoes his monthly wages shall be paid him there. Burgomasters and Schepens having heard parties on both sides persist in their rendered judgment, and dismiss pltf's. suit, as the deft. James Caps has a claim upon him.

Extraordinary Court held on Saturday, 9th Aug^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Philip Asborne, pltf. v/s James Caps, deft. Pltf. demands from deft. pursuant to contract entered into with M^r Samson, the owner of the ship named the Prudence, the sum of five and thirty pounds eighteen shillings stg. good pay, according to a/c. for monthly wages and costs and in addition two hundred guilders in sewan for expences incurred here; producing a copy of contract made with the abovenamed Samson. Deft. says, he has nothing to do with the conditions, which Samson made with the pltf. and has no orders to pay him. Pltf. replying says, that M^r Samson sent the cooper from on board his ship at Gravesend, and that deft. paid the cooper notwithstanding M^r Samson and not the deft. had made a contract with the cooper. Deft. rejoining says, he paid the

cooper on the award of arbitrators and on M^r Asborne's testimony, as he had done his work on board and was under his command; also passed an obligation to M^r Samson to pay him the wages of the cooper as he was in his service. Burgomasters and Schepens having heard parties' arguments decree and order the deft. to pledge the share, which M^r Samson has in the ship and cargo, to the pltf., for this purpose to pass a notarial acte to him, the pltf., whereby he promises and binds himself not to pay or give the abovenamed Samson his share either of the ship or cargo, until the pltf. shall be satisfied and paid his earned monthly wages and other expences, which on settlement shall be honestly due him, as the above named Samson and not the deft. has hired the pltf.

In the name and behalf of the W. Court of this City, David Anderson is hereby ordered and charged to communicate to Henry Hutson within the time of four and twenty hours, copy of the action and claim, which he has against the said Hutson, whereby he has caused him to be imprisoned to answer thereunto. Done, Amsterdam in N: Netherland the 19th August, 1664.

By Order of the W: Heer President of Burgomasters and
Schepens of the City aforesaid.

Joannes Nevius, Secretary.

Saturday 23^d Aug^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat.

The President proposes, whereas the rumor prevails that the frigates, which have arrived at Boston, will come here, should which happen and Burgomasters be sent for to the Fort by the R^t Hon^{ble} Director General and Council, what shall be done and concluded if the time does not admit the calling a meeting of Burgomasters and Schepens.

Whereunto it was agreed to wait the time, in order to hear what demonstration the frigates shall shew, and regulate themselves afterwards accordingly.

It was also resolved by the Court to demand twenty five negroes from the R^t Hon^{ble} Director General and Council for the space of eight days to labour at the City's works which are to be commenced the next coming week.

Monday, 25th Aug^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenders vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat.

1. At this conjuncture of time and current rumors, the Board, in actual session, decrees and resolves:—First, that one third of the inhabitants, as well inhabitants as Burghers of this City, without any exception shall appear in person or put another in his place furnished with a shovel, spade or wheel-barrow, to labour every third day at the City's works, on a penalty of six guilders.

2. That the guard shall be kept and a whole company paraded, which shall commence this day and that the drum shall be beaten at five o'clock in the afternoon.

3. That every one, who mounts guard shall receive one pound of powder and a pound and a half of lead.

4. That the brewers shall not malt any hard grain during eight days nor brew beer higher than twelve guilders the ton.

Further to demand the following by form of petition from the R^t Hon^{ble} Direct^r General and Council.

To the R^t Hon^{ble} Director General and Council of N. Netherland.

R^t Hon^{ble} Sirs,

The Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland represent with due respect to your Honors:—

Whereas we are of a certainty informed, that four frigates have arrived from Old England at Boston or thereabouts in N. England, provided with a considerable number of soldiers with intention, as reports run, to attack and invade this place and the adjoining districts especially on Long Island, and are even now on the way to come here, which should the consequence thereof make itself manifest, requires that this place be put in proper defence; Your Honors humble petitioners find themselves therefore necessitated to apply to your Honors requesting, that you would be pleased to favour this place with eight pieces of good and heavy cannon provided with their carriages, balls, swabs, brushes, picks and spoons which being granted, this place being then provided with a quantity of twenty two pieces, they demand also for each piece fifty pounds of powder amounting to the quantity of eleven hundred pounds and ball in proportion, also six hundred pounds of lead for bullets, to be

used by the Burghers for their muskets; and whereas it is to be feared, that this place shall have to bear the first attack, before the fort be assaulted, therefore it is necessary to demand a greater number of people, than the Burghery can turn out, and as your petitioners have resolved, that a Company of Burghers shall keep guard every night, they request, that the same be strengthened at first by soldiers and the Company's servants, and that the day watch shall be kept by soldiers at both gates, and in case of being besieged or attacked by those, who seek to injure us, that all the soldiers and Company's servants with the Burghery shall repair to this City's walls, it being considered that this place being lost, the fort is not tenable or very little so; and if it happen that in skirmishing, any Burghers should require powder, he shall have free access to the Company to be furnished there with powder; on which very fair and not less necessary request, they await your Hon^r disposition and remain—Understood Your Honours' faithful subjects, Schout, Burgomasters and Schepens of the City aforesaid;—Signed, P. L. vande Grift. Lower stood, By Order of the same. Signed, Joannes Nevius, Secretary.

APPOSTILLE.

The proper fortifying of this place is not only granted to the petitioners for this time, but also earnestly recommended; which that it may be most speedily effected, the D^r Gen'l and Council have already thereunto contributed the aid of the Hon^{ble} Comp^y negroes, and this day the assistance of a corporal's guard of soldiers; we shall assist with all possible might and means. What regards the request for some fit and heavy guns in addition to the 14 pieces previously delivered to the City, six pieces additional are allowed with suitable powder and ball requisite and necessary thereunto; to wit, one thousand pounds of powder and six hundred pounds of lead. As to the required aid of the Comp^y Military to assist with the Burghery to defend the City, the D^r General and Council consider it to be absolutely necessary and also promise to do to the utmost; suitable orders shall, in this conjuncture be issued therefor; and it is provisionally allowed that one half the number of people shall watch by night with the Burghery and attend to the day watch at the City gates, so long as the Burghery work. Done, fort Amsterdam in N. Netherland the 26th August 1664: Was signed, P. Stuyvesant. Lower stood, By order of the

Hon^{ble} Director General and Council of N. Netherland. Signed, C: v. Ruyven, Secretary.

Tuesday the 4th [*sic*] Sept^r 1664: In the City Hall. Present the Heeren Schout, Burgomasters and Schepens, except Jacob Backer.

The Court resolves to send for the following persons to this City Hall and to learn from them, how much grain they at present have:—

	Skepels
Cornelis Pluyvier declares to have.....	60
Hendrick Willemsen, baker.....	
Reinier Willemzen, baker about.....	200
Hendrick Janzen, baker	nothing
Lauweren van der Spygel.....	60
Huge Barenzen.....	
Jacob Teunizen Kay.....	500
Antony de Milt.....	50
Jan Gerrizen van Buytenhuyzen.....	25
Tomas Lauwerens.....	80

Antony de Milt and Tomas Lauwerens declare, that they generally sell and bake twenty skepels per week.

Tuesday, 9th Sept^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

The Court is informed that divers soldiers, who have worked for the City, claim about four hundred guilders, to pay which means must be provided.

Wernaar Wessels summoned entering, Burgomasters demand payment of his arrears to the City for the excise and he must find means to pay; to which he gives for answer, that he is unable to do any thing and has yet much due him, of which there are many, who have claims against the Company. Burgomasters and Schepens order Wernaar Wessels promptly to satisfy and pay his arrears to the City within twice twenty four hours time.

Eghbert Meindersen entering, Burgomasters demand payment from him of his arrears to the City on acc^t of the excise, as the soldiers who

fortify and have laboured at the City will be paid. Whereunto he answers, does not know what he owes, also has no money over and that divers cattle were slaughtered, which were not returned to him; also receives no excise. Burgomasters and Schepens order him to settle with the Treasurer; and as regards that he had no notice of what was butchered, Burgomasters and Schepens decree, that he shall wait a little, to speak further thereupon.

Order on the Treasurer: Oloff Stevensen van Cortlant, the Treasurer, is hereby requested and ordered by the W. Burgomast^r of this City to make up his a/cs regarding the City's income and disbursements forthwith. Done etc. as above.

NOTICE.

All and every one, who are any wise indebted to this City, are hereby notified to make known the same within 8 days from this date 10th Sept^r to the Treasurer Oloff Stevensen van Cortlant.

Wednesday, afternoon 10 Sept^r 1664: In y^r City Hall. Present the Heeren Pieter Tonneman, Paulus Leenders vander Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer.

Dauid Anderzon, as atty of Will: Kerver, entering with Henry Hutzon, his adversary, he is asked, why he has imprisoned Hendrick Hutzon? Whereupon he exhibits a writing wherein he sets forth the reasons, saying he has furnished Henry Hutson with copy thereof. Henry Hutson demands, that he shall be shewn copy of the power of attorney, which William Karver has executed to him, David Anderson. Whereas Dauid Anderson has not taken any copy of the procuration he is ordered to do so, and to exhibit the same to the Court, tomorrow being the 11th Sept^r in the forenoon at nine o'clock, when the Court shall sit for decision of the case in question.

Willem Doeckles entering with Anneke Ryzens, widow of Salomon La Chair, represents, that he intends to enter into the marriage state with the abovenamed Anneken, and whereas the estate left by the abovenamed Salomon la Chair is indebted more, than it has due to it, he declares he abandons it, and the abovenamed Anneken states, that she too pushes it with the foot; and whereas divers creditors have claims against the estate aforesaid, Burgomasters and Schepens appoint Jacob Kip, old Schepen of

this City, and Isaack Bedlo, curators over it, who are requested and ordered to have it inventoried by the Secretary Nevius and Anneke Rysens is ordered fairly to surrender all the residuary property, real and personal nothing excepted, without concealing any part thereof directly nor indirectly, which she shall have to confirm on oath.

Whereas Isaac Bedlo is about to depart for the Virginias and is authorized and qualified by the Court of this City as curator of the estate left by Salomon la Chair dec^d, it is therefore necessary to put another in his place, and Simon Jansen Romein is hereby authorized and qualified in his place, to manage with Jacob Kip the aforesaid estate according to *acte* thereof being and remaining with Jacob Kip aforesaid, as the same shall be found proper. Done *N: Yorck*, on the Island Manathan the 11th d. 7^{ber} 1664.

Thursday 11th Sept: 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer.

Dauid Anderzon, pltf. v/s Henry Hutson, deft. and a prisoner. Pltf. as substitute of William Karver, empowered by the wife of James Herres, demands from deft. one hundred pounds sterling for the acc^t of the frigate named *The Expedition*, according to obligation executed in favor of the abovenamed Jeems Herres, demanding also as substitute of the abovenamed Korver, from the deft. four thousand four hundred and eleven pounds as well of hides as tobacco, according to obligation passed to Cornelis Steenwyck who has conveyed the same to and for the behoof of the abovenamed Karver pursuant to *acte* thereof; further four pounds st'g according to a writing; and again that deft. shall be condemned to abandon all right and title of property in the frigate heretofore called the *Expedition* and to retire in favour of the abovenamed Korver, and in default of paying the aforesaid obligation and execution of the conveyance, that the imprisonment shall stand good and the deft. be condemned in the costs thereof. Deft. answers, Firstly that the pltf. shall have to exhibit power of attorney from Jeems Herres to his wife, to substitute some person; Secondly, that he is the next according to law to the obligation, which he executed in favour of Burgomaster Cornelis Steenwyck, on condition of paying for it as much as the abovenamed William Karver

shall give the aforesaid Steenwyck for it; Thirdly, regarding the four pound sterling, he says, he accepted the writing to accommodate a sailor in his employ, but not to guarantee its payment. Burgomasters and Schepens having heard parties decree and order Daud Anderson to prove, that Jeems Herres has given his wife a procuration to substitute some other person in her stead, and orders Henry Hutson to satisfy and pay the pltf. in the quality in which he acts, the obligation, which he passed in favour of Burgomaster Cornelis Steenwyck for the sum, which William Korver promised therefor to the abovenamed Steenwyck at such time as the abovenamed Korver promised to pay it to the aforesaid Steenwyck, for the payment of which, with the costs of imprisonment, he shall have to give sufficient security, in default whereof the imprisonment to stand good; regarding the four pounds sterling, Burgomasters and Schepens decide the writing therefor to be invalid in law, and regarding the execution of the deed for the bark heretofore called The Expedition, the Court has sufficiently adjudged thereon in date 29th July last.

Joan de Deckere entering says, that by virtue of a procuration he has made an attachment on the monies of Tymotheus Gabry in the hands of the Receiver Cornelis van Ruyven, for so much as the above named Gabry has to his credit with the Hon^{ble} Company. Burgomasters and Schepens decree as Tymotheus Gabry is a Burgher, he must, according to privilege, be first cast in law. Returning he exhibits a judgment against the abovenamed Gabry. Whereupon Burgomasters and Schepens decree as the same is over-long, the abovenamed Gabry is first to be heard, as to what he has against it.

Tuesday, 16 Sept^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Johan de Deckere, pltf. v/s Tymotheus Gabry, deft. Pltf. as attorney and agent of Tobias de Conninck dwelling at Amsterdam in Holland, demands that the attachment issued by him on the acc^t with the Company in the deft's favour, shall be declared to have been well and legally done, or otherwise that he be admitted to do it again, and further that execution shall be decreed on a judgment for the sum of nineteen hundred and fifty guilders Hollands, pronounced by the Court of the City of Amster-

dam in Europa on the 15th June 1652 against the deft. with the interest accrued thereon unto the full payment; concluding further for the acknowledgment or denial of certain obligation dated 11 Octob^r 1646 made before the Notary Pieter Capoen and witness at Amsterdam; and accordingly for condemnation and provisional sequestration of the sum of seven hundred and fifty guilders Hollands with the interest accrued thereon to the full payment, abating *Solutum cum expensis*. Deft. says, he knows nothing of the judgment pronounced at Amsterdam, as he was not then in Holland; also no monies can be attached, where no judgment precedes; and that the monies do not belong to him, but to the children of Abraham Wilmerdonck and are to go to Holland to satisfy the people; also that something has been paid on the obligation of the seven hundred and fifty guilders; demanding time and copy of every thing, to answer the same at the next Court day. Pltf. replying says, that the deft. first conveyed the monies to his son's name and therefore it is untrue, that they belong to Abraham Wilmerdonck's children. Deft. requests, that it be taken into consideration, that the debts contracted here may be preferred before those in Holland. Burgomasters and Schepens having heard parties' arguments on both sides, and observed whatever is to be observed, condemn the deft. to pay to pltf. in the quality in which he acts, the three obligations according to the judgment of the Court of Amsterdam in Holland, dated 15th June 1657 with the interest thereof; and regarding the obligation of seven hundred and fifty guilders Hollands, Burgomasters and Schepens decree that copy shall be furnished to party, to answer thereunto on the next Court day.

Joannes Nevius, as Vendu Master, rising up prosecutes an attachment issued against the monies which Schepen Tymotheus Gabry has to his credit with the Company in the hands of the Receiver Cornelis van Ruyven and that by virtue of right gained on 11th Sept^r 1663. Burgomasters and Schepens declare the attachment valid.

Schout Pieter Tonneman, pltf. v/s Adam Onckelbagh, deft. Pltf. concludes, that the deft. shall be condemned to sit in this City Hall on beer and bread for the space of three months or pay a fine of four hundred guilders, for that he took by force from Corn^s van Ruyven's negro bread and drink, which he was to carry to Midwout to the abovenamed van Ruyven's wife, and cut two holes in his head, which savours of re-

bellion at this conjuncture. Deft. says, he was bound by oath to prevent the conveyance of any victuals to the enemy and gave the bread and drink back to the negro, and that the said negro so treated him, that he could hardly save his life, which was seen by several. Burgomasters and Schepens condemn deft. in a fine of fifty guilders to be applied as is proper, for the committed injury, from which greater dangers might have arisen.

Schout Pieter Tonneman, pltf. v/s Denys Isaackzen, deft. Pltf. demands from deft. a fine of one hundred guilders for having beaten Joris Dopzen, so that the blood followed, leaving open the action of the Chirurgeon. Deft. denies it. Pltf. undertakes to prove it. The W. Court order pltf. to produce his proof.

Schout Pieter Tonneman, pltf. v/s Pieter Clazen, deft. Pltf. demands from deft. a fine of fifty guilders, for that he had been fighting late in the night with Hermen the Serjeant. Deft. says, he does not know anything about it. Pltf. produces some declarations with this view. Deft. demands, that the deponents confirm their declaration by oath. And whereas Pieter Adriaansen Besem, one of the witnesses is about to depart for Fatherland, Burgomasters and Schepens decree, that he shall be examined on interrogatories, and Schepens Jacob Backer and Nicolaes de Meyer were commissioned by the Board to examine him thereupon and to confirm his deposition on oath at the hands of the Officer.

Henry Hutzon, pltf. v/s David Anderzon, deft. Pltf. says, that he does not understand the judgment pronounced by Burgomasters and Schepens on the 11th Sept^r last between him and the deft. concerning the claim, which William Kerver has against him on acc^t of an obligation, which he passed to Corn. Steenwyck, who sold and conveyed over the action to the abovenamed Kerver. Deft. says, if he the pltf. can satisfy Corn: Steenwyck for William Karver and pay the costs, he will release him from imprisonment. The judgment being interpreted by the Court, the pltf. says he appeals therefrom to the High Court. Again, the pltf. demands a servant being on board defts. vessel, having a suit against him. The Court decree that he, the pltf., shall have to summon the man and institute his action against him.

Metje Wessels, pltf. and arrestant, v/s Hermen Meinderzen, arrested and deft. Both in default.

Joncker Vos, arrestant and pltf. v/s Hermen Meinderzen, arrested and deft. Both in default.

Jan Lauwerens, arrestant and pltf. v/s Harmen Meinderzen, arrested and deft. Deft. in default. Pltf. demands, that the attachment made on deft's person and goods be declared valid. The Worshipful Court declares the attachment valid.

Daniel de Honde Coutrie, pltf. and arrestant v/s Hermen Meinderzen, arrested and deft. Deft. in default. Pltf. demands, that the attachment be declared valid. The W. Court declares the attachment valid.

Gerrit Fullewever, arrestant and pltf. v/s Hermen Meinderzen, arrested and deft. Deft. in default. Pltfs. wife entering demands, that the attachment be declared valid. The W. Court declares the attachment valid.

Schout Pieter Tonneman, pltf. v/s Reinier Willemzen, baker, deft. Deft. in default.

Hendrick Janzen van der Vin, pltf. v/s Claas Diedelofzen, deft. Deft. in default. Pltf. says, that deft. intends to depart, demanding attachment of his person, which is allowed him by the W. Court.

Cors Janzen and Robbert Watson, arrestants and pltfs. v/s James Caps, arrested and deft. Deft. in default. Pltfs. request, that the attachment be declared valid. The W. Court declares the attachment valid.

James Reddel, pltf. v/s Andries Joghiemzen, deft. Deft. in default.

Gelein Verplanck entering states, that he satisfied and paid for the house and lot of Francois de Bruyn * sold by execution and bought by him, requesting deed thereof. Burgomasters and Schepens promise to have a deed made out.

M^r Jacob Hendrickzen Varrevanger entering prosecutes an attachment made on the person and goods of Hermen Meinderzen, demanding that it be declared valid. Burgomasters and Schepens declare the attachment valid.

* Francis de Bruyn, or rather Browne, was from Yorkshire, Eng., and served as a soldier in Curaçoa in 1643, whence he came about the following year to New Amsterdam, where he married Catharine dau. of Caspar Verlett in 1657 and owned a house and lot between Pearl and Bridge Streets, west of Broad Street.—O'C.

Schepen Tymotheus Gabry, as Vendu Master, entering demands, that Hermen Meindersen shall be placed in security and his goods be attached, as said Hermen Meindersen, late serjeant, owes him the sum of two hundred and ninety guilders in sewant and twelve beavers, and having understood that the abovenamed Hermen Meindersen intends to convey himself with his wife secretly from this place, and some goods being removed by his wife and concealed. Burgomasters and Schepens grant the request, and order the Officer to place the aforesaid Hermen Meindersen in arrest or security.

Jan Hackinghs entering requests, as he has according to his offer dated 1st July of this year, in the case between him and Jeremy Wedderly, produced proof, that the abovenamed Wedderly has agreed with one Capt. Kooc for half a crown to bring each hhd. on board his vessel, that the bond and mortgage made to this effect be erased, annulled and withdrawn. Burgomasters and Schepens grant the request and order their Secretary to erase and annul the mortgage.

Tryntje Wessels, widow of Jan Rutgersen Moreau, entering demands, that the Marshal shall proceed with the execution of the judgment, which she obtained against Claas van Elslant, the younger, on the 1st July of this year, as she cannot get any pay from the said Elslant. The W: Court order the Marshal to proceed to execution without any delay.

Albert Trumpeter entering prosecutes an attachment made on a hog. The W. Court declares the attachment valid.

Anneke Ryzens, widow of Salomon La Chair, requests by petition, as her goods are inventoried by order of the Court for the benefit of the creditors, that she may be allowed to retain a picture of her and her deceased husband, a large grograin gown belonging to her maiden estate; a cap bought in her widowhood; four shifts and three skirts also purchased in her widowhood, as the debt of the widowhood is paid; requesting also to retain the bed on the valuation of arbitrators. Apostile: The petitioner has to apply to the curators and to speak with them on this matter.

The Court resolves to write the following to the Lords Directors:
Right Hon^{ble} Prudent Lords, the Lords Directors of the Hon^{ble} West India Company, Department of Amsterdam.

Right Hon^{ble} Lords,

We, your Hon^{rs} loyal, sorrowful and desolate subjects, cannot neglect

nor keep from relating the event, which thro' God's pleasure thus unexpectedly happened to us in consequence of your Hon^{rs}' neglect and forgetfulness of your promise—to wit, the arrival here, of late, of four King's frigates from England, sent hither by his Majesty and his brother, the Duke of York, with commission to reduce not only this place, but also the whole N. Netherland under his Majesty's authority, whereunto they brought with them a large body of soldiers, provided with considerable ammunition. On board one of the frigates were about four hundred and fifty as well soldiers as seamen, and the others in proportion.

The frigates being come together in front of Najac * in the Bay, Richard Nicolls, the admiral, who is ruling here at present as Governour, sent a letter to our Director General, communicating therein the cause of his coming and his wish. On this unexpected letter the General sent for us to determine, what was to be done herein. Whereupon it was resolved and decided to send some Commissioners thither, to argue the matter with the General and his three Commissioners, who were so sent for this purpose twice, but received no answer, than that they were not come here to dispute about it, but to execute their order and commission without fail either peaceably or by force, and if they had any thing to dispute about it, it must be done with his Majesty of England, as we could do nothing here in the premises. Three days' delay was demanded for consultation; that was duly allowed. But meanwhile they were not idle; they approached with their four frigates, two of which passed in front of the Fort, the other anchored about Nooten Island † and with five companies of soldiers encamped themselves at the Ferry, opposite this place, together with a newly raised Company of horse and a party of new soldiers, both from the North and from Long Island, mostly all our deadly enemies, who expected nothing else than pillage, plunder and bloodshed, as men could perceive by their cursing and talking, when mention was made of a capitulation.

Finally, being then surrounded, we saw little means of deliverance; we resolved what ought to be here done, and after we had well enquired into our strength and had found it to be full fifteen hundred souls strong in this place, but of whom not two hundred and fifty men are capable of bearing arms exclusive of the soldiers, who were about one hundred and

* Nyack.

† Nut, now Governor's Isl 'd.

fifty strong, wholly unprovided with powder both in the City and in the fort; yea, not more than six hundred pounds were found in the fort besides seven hundred pounds unserviceable. Also because the farmers, the third man of whom was called out, refused, we with the greater portion of the inhabitants considered it necessary to remonstrate with our Director General and Council, that their Honors might consent to a capitulation, whereunto we laboured according to our duty and had much trouble; laid down and considered all the difficulties, which should arise from our not being able to resist such an enemy, as they besides could receive a much greater force than they had under their command.

The Director General and Council at length consented thereunto, whereto Commissioners were sent to the Admiral, who notified him that it was resolved to come to terms in order to prevent the shedding of blood, if a good agreement could be concluded.

Six persons were commissioned on each side for this purpose to treat on this matter, as they have done and concluded in manner as appears by the articles annexed. How that will result, time shall tell.

Meanwhile since we have no longer to depend on your Honours' promises of protection, we, with all the poor, sorrowing and abandoned Commonalty here must fly for refuge to the Almighty God, not doubting but He will stand by us in this sorely afflicting conjuncture and no more depart from us: And we remain—Under stood—Your sorrowful and abandoned subjects—Was signed,

Pieter Tonneman,
Paulus Leenderzen van der Grift,
Cornelis Steenwyck,
Jacob Backer,
Tymotheus Gabry,
Isaack Grevenraat,
Nicolaas de Meyer.

At the side was:—Done in Jorck heretofore named Amsterdam in New Netherland A° 1664 the 16th September.

Tuesday the 1st Septemb^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Schout Pieter Tonneman, pltf. v/s Reinier Willemzen, baker, deft. Pltf. demands from deft. a fine of twenty five guilders for having struck a woman. Deft. denies it. Pltf. undertakes to prove it. The W. Court order the pltf. to prove his statement.

Schout Pieter Tonneman, pltf. v/s Symon Barenzen, deft. Pltf. demands from deft. a fine of one hundred and fifty guilders, because he had been fighting. Deft. denies it. Pltf. undertakes to prove it at the deft's cost. The W. Court order the pltf. to prove his statement.

Albert Trumpeter (bugler), pltf. v/s Daniel Tourneur, deft. Pltf. says, that he missed a hog, being a sow, which he had placed on Baren Island with other hogs and which the deft. removed from there. Deft. admits having taken a hog from the Island, saying that some of N. Haerlem have hogs also running there, and that one requests the other when going to the Island to look after his hogs; and as he was there to cut grass, returning from work he saw a hog lying on the strand very sick, which he laid loose in his canoe and brought to the village, making the same known in order to learn, whose hog it was; whereof he produces declaration. Then as no one claimed the hog, he let it lay over the night, to see if some one, to whom the hog belonged, would not come in the meanwhile. But he found it dead on the next day. The W. Court having heard parties decree, the deft. shall replace a hog on Baren Island for the pltf., from which he removed pltf's hog, or that he make good the removed hog to the pltf.

Lysbet Coutrie, pltf. v/s Willem Rasenburgh, deft. Pltf. demands from the deft. eighty five guilders in seawant according to a/c. Deft. admits the debt; then says, he cured the pltf's leg and agreed with her, that she should deduct forty guilders, and that he should pay her the remaining forty five guilders, which he offered. Pltf. denies being in defts. debt; has settled with him. Deft. offers to declare so on oath. Pltf. says, if deft. will declare it on oath, she will strike off the forty guilders; which the deft. undertaking, he has done so at the hands of the Officer. Burgomasters and Schepens therefore decree, that the pltf. shall let the forty guilders in question lie to the defts. credit and stand for payment on a/c.

Schout Pieter Tonneman, pltf. v/s Philip Asborne, deft. Deft. in default. Pltf. demands, that the attachment issued ag't deft. be declared valid. The W. Court declares the attachment valid.

fifty strong, wholly unprovided with powder both in the City and in the fort; yea, not more than six hundred pounds were found in the fort besides seven hundred pounds unserviceable. Also because the farmers, the third man of whom was called out, refused, we with the greater portion of the inhabitants considered it necessary to remonstrate with our Director General and Council, that their Honors might consent to a capitulation, whereunto we laboured according to our duty and had much trouble; laid down and considered all the difficulties, which should arise from our not being able to resist such an enemy, as they besides could receive a much greater force than they had under their command.

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Cornelis Steenwyck,
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Schout Pieter Tonneman, pltf. v/s Symon Barenzen, deft. Pltf. demands from deft. a fine of one hundred and fifty guilders, because he had been fighting. Deft. denies it. Pltf. undertakes to prove it at the deft's cost. The W. Court order the pltf. to prove his statement.

Albert Trumpeter (bugler), pltf. v/s Daniel Tournear, deft. Pltf. says, that he missed a hog, being a sow, which he had placed on Baren Island with other hogs and which the deft. removed from there. Deft. admits having taken a hog from the Island, saying that some of N. Haerlem have hogs also running there, and that one requests the other when going to the Island to look after his hogs; and as he was there to cut grass, returning from work he saw a hog lying on the strand very sick, which he laid loose in his canoe and brought to the village, making the same known in order to learn, whose hog it was; whereof he produces declaration. Then as no one claimed the hog, he let it lay over the night, to see if some one, to whom the hog belonged, would not come in the meanwhile. But he found it dead on the next day. The W. Court having heard parties decree, the deft. shall replace a hog on Baren Island for the pltf., from which he removed pltf's hog, or that he make good the removed hog to the pltf.

Lysbet Coutrie, pltf. v/s Willem Rasenburgh, deft. Pltf. demands from the deft. eighty five guilders in seawant according to a/c. Deft. admits the debt; then says, he cured the pltf's leg and agreed with her, that she should deduct forty guilders, and that he should pay her the remaining forty five guilders, which he offered. Pltf. denies being in defts. debt; has settled with him. Deft. offers to declare so on oath. Pltf. says, if deft. will declare it on oath, she will strike off the forty guilders; which the deft. undertaking, he has done so at the hands of the Officer. Burgo-masters and Schepens therefore decree, that the pltf. shall let the forty guilders in question lie to the defts. credit and stand for payment on a/c.

Schout Pieter Tonneman, pltf. v/s Philip Asborne, deft. Deft. in default. Pltf. demands, that the attachment issued ag'st deft. be declared valid. The W. Court declares the attachment valid.

Schepen Jacob Backer, pltf. v/s Annetje Kocks, deft. Deft. in default.

M^r Hans Kierste, pltf. v/s Johan Schovelbergh and Lauwerens de Sille, defts. Defts. in default.

Jan Ariaanzen, arrestant and pltf. v/s Ryck Hendrickzen, deft. Both in default.

Hendrick Obe, pltf. v/s Jan Hendrickzen Steelman, deft. Both in default.

Guiliam d'Honneur, pltf. and arrestant v/s Hermen Martens, arrested and deft. Both in default.

Freryck Flipzen, arrestant and pltf. v/s Walraven du Mont, arrested and deft. Both in default.

Abel Hardenbrook, arrestant and pltf. v/s Hendrick Janzen in Flatbush, arrested and deft. Deft. in default.

Leendert Dirckzen van Venlo, pltf. v/s Eghbert Meinderzen, deft. Deft. in default.

Jan Vigne entering with Reinout Reinoutzen states, that he lost a cow, which was killed, the hide of which was brought to Reinout, who bought it; demanding therefore, that Reinout Reinoutsen shall declare, who brought the hide to his house and from whom he bought it. Reinout Reinoutsen says, they are strangers and he does not know the people. Burgomasters and Schepens decree and order the Officer Pieter Tonne- man to take information with Jan Vigne, from whom came the hide, which Reinout Reinoutsen bought.

M^r Jacob Hendrickzen Varrevanger entering states, he understood, that some goods belonging to Hermen Martensen are concealed, which are not on the inventory, and requests that the abovenamed Hermen Martensen's wife shall be closely examined on interrogatories on this subject and by denial be placed in closer confinement. Burgomasters and Schepens decree, that the above named Hermen Martens' wife shall be heard on interrogatories, whether she have no more goods than she gave up on inventory, and thereto appoint from their W. Board Schepens Tymotheus Gabry and Isaack Grevenraat, to whom she shall have so to declare.

M^r Hans Kierstede entering states, that he laid three boards of cedar wood from a canoe on Hermen Martens place and that he bought them from him, which with the other goods of the abovenamed Hermen are

inscribed on the inventory; requesting he may receive them, as he paid for them. The W. Court order M^r Hans to prove his statement.

Cors Janzen and Robbert Watzen entering, demand payment of James Caps according to a/c. Burgomasters and Schepens order them to make up and exhibit the a/c of their claim against James Caps.

Hendrick Hutzon, pltf. v/s Ritzert Ley, deft. Pltf. says, that the deft. bound himself to serve him for some claim, which he has against him according to acte subscribed by him, exhibiting the same. Deft. denies that the acte was subscribed by him. The W. Court decree, that the case be carried to the Fort before the superior government.

Hendrick Janzen van der Vin, arrestant and pltf. v/s Claas Diedelofzen, arrested and deft. Defts. 2nd default. Pltf. demands from the deft. forty nine guilders five stivers in seawant balance of an a/c as appears by obligation, with costs, and demands that the attachment be declared valid. The W. Court declares the attachment valid, and decree that the monies shall be brought into consignment of this City.

ACTE OF AUTHORITY TO THE CURATORS OF THE ESTATE LEFT BY
HERMEN MARTENS.

Whereas Hermen Martens, late Serjeant in the West India Company's service here, has fled and absconded hence, being indebted a considerable sum to divers creditors, leaving some furniture and papers, and as it is deemed necessary by Burgomasters and Schepens of this City, that curators be appointed to regulate the insolvent estate left behind, to take up the goods on inventory and sell them for the greatest advantage of the creditors; the Burgomasters and Schepens aforesaid therefore elect and qualify as curators M^r Jacob Hendrickzen Varrevanger and Lauwerens de Sille, who are authorized and required to regulate the estate aforesaid, and with the knowledge of Burgomasters and Schepens so to manage it, as shall be found most advantageous for those interested. Done in N. Jorck on the Island of Manhattans the 14th 7^{ber} 1664.

In the name of the Court of this City the Officer Pieter Tonneman is requested and authorized with the Secretary and Court Messenger to inspect and search at the house to be pointed out by M^r Jacob Hendricks Varrevanger for the goods, which Hermer Martens, late Serjeant of the Hon^{ble} West India Company here, is said to have carried thither. Done N: Jorck on the Island Manhattans the 14th 7^{ber} 1664.

In the Name of the Court of this City the Marshal is authorized and ordered to sell publicly to the highest bidder the entire moveables left by Hermen Martens, late Serjeant, absconded from here, and not to allow the purchaser to take any goods before and until payment shall be made by him. Done N: Jorck lying on the Manathans Island the 17 Septemb^r 1664: By Order of the W. President of Burgomasters and Schepens of the City aforesaid.

Tuesday, 20th. Sept^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

M^r Tho: de La Vaal, arrestant and pltf. v/s Philip Asborne, arrested and deft. Deft. in default. Burgomasters and Schepens declare the attachment valid.

Schout Pieter Tonneman, pltf. and arrestant v/s Philip Asborn, arrested and deft. Defts. 2^d default. Pltf. demands from deft. a fine of one hundred guilders for that he severely beat one Robbert Watsen and James Caps; demanding sequestration of the monies. The W. Court order deft. to bring the monies demanded into consignment of this City.

Schout Pieter Tonneman, pltf. and arrestant v/s Jan Arcet, arrested and deft. Deft. in default. Pltf. demands, that the attachment be declared valid. The W. Court declares the attachment valid.

Schepen Nicolaas de Meyer, pltf. and arrestant v/s Sigismondus Lucas, arrested and deft. Deft. in default. Pltf. demands, that the attachment be declared valid. The Worshipful Court declares the attachment valid.

Metje Wessels, pltf. and arrestant v/s Jan Arcet, arrested and deft. Both in default.

Tomas Lauwerens, pltf. and arrestant v/s Jan Arcet, arrested and deft. Deft. in default. Pltf's wife entering requests, that the attachment be declared valid. The W. Court declares the attachment valid.

Isaack de Foreest, pltf. v/s Jan Hendrickzen van Bommel, deft. Deft. in default.

Isaack de Foreest, pltf. v/s Jamis Daidts, deft. Deft. in default.

Joannes de Witt, pltf. v/s Susanna the negress, deft. Deft. in default.

Nicolaas Gosten, pltf. v/s Jonas Ranson, deft. Deft. in default.

Hendrick Obe, pltf. v/s Jan Hendrickzen Steelman, deft. Defts. 2^d default. Pursuant to obligation passed 29th of August 1663 and due in March following pltf. demands from deft. first, four hundred and ninety four guilders twelve stivers arising from a debt payable to Eduard Leeck in Osenbrughs linen @ two pounds of tobacco the ell, and distilled waters at one hundred pounds per anker, and moreover four ankers of brandy and three hundred and ten pounds of tobacco. The W. Court order deft. to bring the sum demanded into consignment of this City.

M^r: Hans Kierstede, pltf. v/s Joannes Schevelbergh and Lauwerens de Sille, defts. Pltf. produces a petition and order thereupon dated 17th June last; the petition setting forth whereas he the pltf. and petit^r fears, that the goods, effects, actions and credits of Jan Sluyter, trader at Haarlem, insolvent, remaining among the estate of Hendrick van der Walle may by this and other means be alienated and conveyed away, notwithstanding he has attached the same, which was declared valid; he requests therefore that the abovenamed Sluyter may be ordered for the security of his debt, to place under the charge of a faithful person sufficient effects belonging to him and remaining among the estate of the abovenamed van der Walle, from which he, the pltf., may obtain his debt by virtue of the obligation against Jan Sluyter, when it shall have arrived here, free of cost and charges, as he is not disposed to have any communication with Jan Sluyters creditors in Holland. Lauwerens de Sille promises to retain so much of the goods of the abovenamed Sluyter in hands, that the pltf. shall obtain his pay free of cost and charge and they, the defts., offer to give bail for the same, wherewith the pltf. says he is content; and in pursuance thereof the W: Court order them to obey and perform the same.

Mattheus de Vos entering represents, that for want of time he has not drawn out a procuration executed by James Caps to M^r: Thomas de la Vaal ; therefore he reads the substance thereof to the Court saying, he is requested by the abovenamed M^r: de la Vaal, to represent him here before the Court and concludes in the name thereof, that the sails of the ship, the Prudence, attached may be released from arrest, and if the abovenamed Asborn has any claim on the abovenamed James Caps, that he shall have to speak to him. Burgomasters and Schepens decree, that M^r:

Tho^r de la Val may lift the sails lying under attachment, on condition of giving security for the judgment.

Wernaar Wessels entering demands, inasmuch as the W. Burgomasters have interdicted the exacting of any duties on exported goods during eight days, but merely to enter the same, that he may be granted an acte of interdict. Burgomasters and Schepens consent only to the entering of goods exported by responsible persons, but he is to demand and receive the duties from such as are not trustworthy; and in the meanwhile not to pay any more money to the Receiver of the Company on this a/c., than what is due to the day, when this place was surrendered and all this until the Governour Nicolls shall be spoken to on the subject.

Lysbet Pieters entering exhibits extracts and writings regarding the case in question relative to the payment of some beavers for Jan Perie to one Gerrit Pietersen, which as she paid to the above named Gerrit Pietersen and heretofore could not exhibit any proof, than what has since been received requests, that she be released from the payment of the accepted obligation. Burgomasters and Schepens persist in their judgment rendered in this case in favour of Schepen Tymotheus Gabry.

The H^r Officer Pieter Tonneman requests in writing that *

Annetje Hendricks entering requests to know, why she is imprisoned, to which was answered, because she secreted the best of her goods and left the worst in the house. To which she answers she has no other, than what she returned. The W. Court informed the prisoner Annetje aforesaid, that she shall have to tell, if she hid any thing, where she left it, as the curators of the estate left by her husband undertake to prove it. Burgomasters and Schepens order the abovenamed curators to prove within the time of thrice twenty four hours, that the abovenamed Anneken has secreted her property.

On the 30th Septemb^r in the afternoon, were assembled at this City Hall the Heeren Schout Pieter Tonneman, Burgomaster Cornelis Steenwyck, and Schepen Jacob Backer.

Anneken Hendrick, wife of Hermen Martens van den Bos, entering is asked, whether she is not aware that some of her goods were brought

* This entry is thus incomplete in the orig.—Tr.

away? Whereunto she answers No; persisting that she did not remove any goods, and has no other goods than what her husband took with him; declaring further that neither her husband nor any person else acquainted her, that any property had been secreted or carried away. M^r Jacob Hendrickzen Varrevanger and Lauwerens de Sille, curators of the insolvent estate left by Hermen Martens van den Bos, entering, were informed, that Annetje Hendrickz still firmly denies having secreted or removed any property, and are warned not to say except what they of a certainty know, to which they answer, that a French woman, unknown to them but known to Schepen Tymotheus Gabry, has stated to them, that some goods were removed to the house of Arien van Laar from the house of Jan the Shoemaker residing next the house occupied by the abovenamed Hermen Martens, and that the abovenamed Jan helped to carry them. Whereupon Arien van Laar is sent for and appearing is asked, whether goods were not brought to his house from Hermen Martens van den Bos. Whereunto he answers No and are not and have not been at his house; saying, that the Magistrates may freely visit his house. Annetje Bertran, being the French woman named, entering is asked, whether she does not know, where Hermen Martens van den Bos' goods are and where they were carried? Answers, knows nothing of them, and that one says thus and the other says so, and there is no certainty in such statements. She is further asked, if she has not said something, that she knew that the property was removed from Jan the Shoemakers house to Arien van Laar's house? To this she again answers, that she said she saw a chest brought from Hermen the Serjeants house to the house of Grietje next door, and heard that was brought back from there to Arien van Laar's. Arien van Laar being again heard hereon still persists, that no property of the abovenamed Hermen Martens was brought to his house, and demands proof that goods were brought to his house and if property were found, that he pass for a dishonest man.

This date 22 Sept^r 1664: old style, Andries Andriesen's wife brought fl. 43. into consignment of this City to pay for ten skepels of peas bought of Cornelis Hendricks, drummer, and attached by Arien Appel.

In the name of the Court of this City, the Marshal is authorized and ordered to sell publicly to the highest bidder the goods and moveables left by Salomon La Chair dec^d and not to allow any goods sold to be re-

moved before payment be made. Done, N: Jorck situate on Manhattans Island, the 23^d September, Old Style, 1664.

Tuesday, 27th Sept: 1664 Old Style: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Robbert Watzen and Cors Janzen, pltfs. v/s M: Thomas de la Val, deft. Pltfs. demand from deft., as attorney of James Caps, to wit:— Robbert Watzen eight pounds sterling and in addition seventeen guilders in seawant brewing and washing money payable on the abovenamed Kaps' a/c. and earned monthly wages ; and Cors Janzen four pounds two shillings six pence sterling according to a/c. both for him and his son. The deft. says, he considers it strange that they the pltfs. ask so much, after one Daniel Donbaar by settlement with the aforesaid Caps brings in no more than twenty six shillings ; saying further if they had any claim against the aforesaid Caps they ought to have spoken to him, whilst he was here. Pltfs. say, that the abovenamed Caps had gone away before they knew it. Burgomasters and Schepens decree, that the pltfs. shall receive their earned monthly wages on the decision and award of Jacques Cousseau, old Schepen of this City, and Jan Lauwerens, Burgher and inhabitant here, who are hereby authorized and qualified to examine, discuss and decide the pltfs. a/c.

Mighiel Tades, pltf. v/s M: Thomas de la Val, deft. Pltf. demands from deft. according to a/c rendered the sum of four hundred and eighty eight guilders nine stivers for James Caps. Deft. says it appears from Caps' writing, that he does not owe pltf. more than three hundred guilders. After some discussion over and hither between parties, M: de la Vaal offers to pay Mighiel Tades on James Caps' a/c the sum of four hundred guilders in sewant, with which Mighiel Tades is satisfied.

Isaack de Forrest, pltf. v/s Jamis Daidts, deft. Pltf. demands from deft. a little less than a thousand pieces of firewood for a piece of land *

* This land was at Pamrapo, below Jersey City on the line of the N. J. Central R. R. De Forrest had bought it from Jan Cornelissen Crynen and sold it to James Davison or Davits April 15, 1655. Davison was an Englishman, who kept a tavern in N. A. and Albany, and ran a sloop betw. N. A. and Albany. He sold the land in 1670, obtained some on Staten Island in 1676 and died 1688.

sold to him, and in addition two hundred and fifty two and a half ells of Osnaburgh linen paid him, when he went to Fatherland under promise, when returned, to pay the same to him on his arrival here. Deft. says, that the pltf. promised to deliver him the deed of the land immediately, when he purchased it, which is not yet done, whereby he has suffered great loss, as he could have sold the land, demanding therefore the interest on the thousand pieces of firewood delivered. The W. Court order the deft. to pay the pltf. the thousand pieces of firewood; also the two hundred and fifty two ells of Osnaburgh linen, when the pltf. is ordered to give deft. due conveyance and deed of the aforesaid land.

Cornelis Gerlofzen, pltf. v/s Paulus Turck, deft. Pltf. demands from deft. thirty two guilders Holland currency, which according to notarial obligation must be paid in Holland by his father out of the monthly wages due by the Company. Deft. says, his father kept his money for himself for clothes sent to him. Burgomasters and Schepens order deft. to satisfy and pay the pltf. according to obligation aforesaid.

Schepen Nicolaas de Meyer, pltf. v/s Tomas Coninck, deft. Deft. in default. Pltf. produces the judgment, which he obtained against the deft. on the 22nd of April last, demanding, as he has failed to obey it, condemnation with costs. Burgomasters and Schepens condemn the deft. as he has failed in proof pursuant to judgment dated 22^d of April last, and does not appear on summons, to satisfy and pay the pltf. the forty three planks according to obligation thereof passed in date 10th August 1661 with costs.

Schout Pieter Tonneman, pltf. v/s Samuel Etsal, deft. Deft. in default.

Arent Janzen Moesman, pltf. v/s Samuel Etsal, deft. Deft. in default.

Freryck Gysberzen van den Bergh, pltf. v/s Albert Alberzen, deft. Deft. in default.

Ditto Freryck, pltf. v/s Stoffel van Laar, deft. Deft. in default.

Eghbert Meinderzen, pltf. v/s Samuel Etsal, deft. Deft. in default.

Arent Isaackzen, pltf. v/s Jacob Vis, deft. Deft. in default.

Joannes de Witt, pltf. v/s Susanna the Negress, deft. Both in default.

Hendrick Obe, pltf. v/s the curators of the estate left by Salomon La Chair, defts. Pltf. in default.

Leendert Dirckzen van Venlo, pltf. v/s Eghbert Meinderzen, deft. Both in default.

The H^c Schout Pieter Tonneman, pltf. v/s Arent Juriaansen Lantsman's wife and Hend'k Janzen, baker, defts. Defts. in default. Pltf. demands that defts. shall be ordered to give evidence of the truth at their own costs, and imprisonment in case of refusal or on default at the third summons. The W. Court grants the request.

Isaack de Foreest, pltf. v/s Jan Hendrickzen van Bommel, deft. Pltf. demands from deft. forty three guilders in zeawant for goods and small beer received. Deft. admits the debt, but says he worked for the pltf. in the year 1657, for which nothing has been paid. Pltf. replying says, he has settled with deft's wife. Burgomasters and Schepens order parties on both sides to produce their a/cs on the next Court day.

Lauwerens de Sille, pltf. v/s Cristina Steentgens, deft. Pltf., as attorney of Abraham de Kuyper, trader at Amsterdam, in Holland, demands from deft. the outstanding debts proceeding from the goods, which her dec^d husband received from the abovenamed Abraham. Deft. says she gave up the estate and that the a/cs remain with the curators. Burgomasters and Schepens order the pltf. to summon the curators with the deft. for the next Court day.

Bartholdus Maan, pltf. v/s Eghbert Meinderzen, deft. Pltf. demands from deft. sixty three guilders twelve stivers in seawant, balance of a/c. Deft. admits the debt, promising payment. Burgomasters and Schepens order deft. to pay the pltf. the sum demanded within the time of fourteen days from the date hereof.

Jan the Carpenter, pltf. v/s Hans Carelzen, deft. Pltf. demands from deft. twenty four guilders and a half for wages. Deft. says, that the pltf. worked only three tides, while he had hired him according to contract to work in his service on his bark for one year, @ 26 gl. per month, and that the pltf. after he had sailed once along with him, silently run away, whereby he has suffered great damage. Burgomasters and Schepens having heard parties on both sides, decree and order deft. to pay the pltf. the sum of sixty guilders in seawant, with which the action and claim they have against one another for the matter aforesaid shall be terminated.

Coenraat ten Eyck, arrestant and pltf. v/s Albert Alberzen ter Heun, arrested and deft. Pltf. demands from deft. fl. 65. 10 in seawant, requir-

ing prompt payment and in default thereof, that the issued attachment be declared valid. Deft. admits the debt; requests time till Christmas. The W. Court order deft. to satisfy and pay the pltf. or to enter sufficient bail for the payment to the pltf's satisfaction; the attachment remaining so long valid.

Sara Pieters, pltf. v/s Hermje Lodowycks, deft. Pltf. demands from the deft. the linen, which she bought from Claas Tysen Kuypers wife and brought to her to make. Deft. admits having the linen and offers to return it, if the pltf. restores her the four guilders, which she previously gave. The W. Court orders deft. to return to the pltf. the purchased linen belonging to her, provided she, the pltf., restores to deft. the four guilders given for the linen.

Willem Doeckles and Anneke Ryzen, his wife, and with them the curators of the insolvent estate left by Salomon La Chair dec^d, entering, Willem Doeckles requests an act of indemnity; whereupon the curators abovenamed are asked, whether the whole aforesaid insolvent estate is perfectly given up without concealing anything. To which they answer they know no better and that Anneke Rysens has offered to confirm under oath the inventory of the aforesaid estate. The aforesaid Anneke entering says a gown and petticoat are in pawn with Freryck Flipsen for debt to the sum of one hundred and sixty guilders contracted by her widowhood estate. And whereas Willem Doeckles has agreed to pay the debts, which Anneke Rysens contracted in her widowhood, she was informed, that the aforesaid gown and petticoat come to the benefit of the creditors, whereupon she earnestly requests to retain them. Burgomasters and Schepens allow Anneke Ryzens to retain her gown and petticoat, and decree before granting Willem Doeckles an act of indemnity, that the abovenamed Willem Doeckles shall request an act of satisfaction from the curators of the aforesaid estate, and exhibit the same to their Worships.

Arien Appel entering states, that he has attached some skepels of pease brought by Cornelis Hendrickzen, drummer, for Andries Andriesen, requesting as he must give up the pease to the aforesaid Andries according to the Burgomasters order, and the abovenamed Cornelis Hendrickzen owes him fl. 39. that he may lift, under bail, the monies brought in consignment as payment of the peas. Burgomastres and Schepens allow the petit' to lift the consigned monies under bail.

Schout Pieter Tonneman demands execution of the judgment, which he obtained against Mighiel Tadens on date 8 July and against Hendrick Janzen Smitt in date 16 July A^o 1664. The Bailiff is ordered to put these in execution.

M^r Jacob Hendrickzen Varrevanger and Lauwerens de Sille, curators of the insolvent estate left by Hermen Martensen van den Bos, entering, and with them Annetje Hendricks, wife of Hermen Martens aforesaid; the abovenamed curators are asked, whether they have rec^d any proof, that the abovenamed Anneke has concealed or removed any property? Answer, No; and request that the abovenamed Anneke may be further heard about the goblet, as they understood from two women—Andries Rees' wife and the neighbour, who sewed with her—that they lately saw the goblet; which being communicated to the abovenamed Anneken, she denies to have lately had the goblet and demands that the witnesses be brought forward within the time of four and twenty hours. The Court decree, that the aforesaid Anneke Hendricks be released from her imprisonment, as the aforesaid curators do not exhibit any further proof.

Adam Monckelbagh entering states, that a judgment was passed against him to pay a fine of fifty guilders for having used force and violence against Mr. Cornelis van Ruyven's negro, denying the same and demanding proof thereof, saying he can prove the contrary, and that the witnesses are without, who may, he asks, come in. The Court decree, that such ought to have been done in the first instance; persist in consequence in their rendered judgment.

The creditors of the estate, left by Gerrit Hendrickzen van Harderwyck dec^d, request by petition, that curators may be appointed over the said estate, so that the same may be regulated. Apostille: Petitioners are referred to the Orphan Chamber of this City.

Whereas Willem Doeckles having married Anneken Rysens, widow of Salomon La Chair dec^d, has unto us Burgomasters of this City of N. York, situate on the Island Manhattans, heretofore called Amsterdam in N. Netherland, exhibited an act of satisfaction executed by the curators of the insolvent estate left by the abovenamed Salomon la Chair, dated 7th October of this year, New Style, requesting of us act of indemnity or freedom from claims with and against every one, who would claim, trouble or prosecute him or his wife aforesaid in any wise for any debt,

action or pretence against the aforesaid estate; Therefore, we seeing the good disposition of the afores^d curators on the surrender of the aforesaid estate and goods by the abovenamed Anneke Rysens cannot refuse the afores^d request of the aforesaid Willem Doeckles, as he has paid the debts, which his wife contracted in her widowhood after her husband's decease, to give him a declaration such as this; requiring every one whomsoever he may be, who may claim or presume to have any action or pretence to the aforesaid estate, no more to trouble or to speak to the said Willem Doeckles or Anneke Rysens touching the before-mentioned debts contracted by her former husband Salomon La Chair, since all their property has been sold by the curators appointed thereunto by the Court of this City, and she has declared under oath, that she has not any more than what she has surrendered to the curators. In testimony hereof signed. Done N. Yorck situate on the Island Manhattans the 27th Septemb^r 1664: old Style —(Was signed) P. L. van der Grift, Cornelis Steenwyck. Lower stood: —To my knowledge, signed—Joannes Nevius Secretary.

Tuesday, 3^d Octob: 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Johan de Decker, pltf. v/s Jan Lauwerens, deft. Pltf. says, that the deft. paid the General of his money, given to him, sixty one pieces of eight and one guilder; requesting them back. Deft. admits having given the General the aforesaid sum. The W. Court order deft. to restore and pay to pltf. the sixty one pieces of eight and one guilder.

Schout Pieter Tonneman, pltf. v/s Samuel Etsal, deft. Pltf., as attorney of Adriaen Blommaerts widow, demands from deft. payment, according to obligation of one hundred and eighty guilders in tobacco, and also in his individual capacity a balance of thirty five guilders in beavers for goods sold to him and Mr. Allard Anthony. Deft. says, he gave the pltf. a hogshead of tobacco on the hundred and eighty guilders, offering to pay the balance; and did not know, but the a/c regarding him individually was paid; therefore does not know how the a/c stands. Pltf. replying says, that he deducted the hogshead of tobacco from the a/c, which he individually has against the deft. and Allard Anthony, but it is indifferent to him and therefore his individual debt is greater. The W. Court refer

In the Name of the Court of this City the Marshal is authorized and ordered to sell publicly to the highest bidder the entire moveables left by Hermen Martens, late Serjeant, absconded from here, and not to allow the purchaser to take any goods before and until payment shall be made by him. Done N: Jorck lying on the Manathans Island the 17 Septemb^r 1664: By Order of the W. President of Burgomasters and Schepens of the City aforesaid.

Tuesday, 8th. Sept^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen vander Grift, Cornelis Steenwyck, Jacob Backer, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

M^r Tho: de La Vaal, arrestant and pltf. v/s Philip Asborne, arrested and deft. Deft. in default. Burgomasters and Schepens declare the attachment valid.

Schout Pieter Tonneman, pltf. and arrestant v/s Philip Asborn, arrested and deft. Defts. 2^d default. Pltf. demands from deft. a fine of one hundred guilders for that he severely beat one Robbert Watsen and James Caps; demanding sequestration of the monies. The W. Court order deft. to bring the monies demanded into consignment of this City.

Schout Pieter Tonneman, pltf. and arrestant v/s Jan Arcet, arrested and deft. Deft. in default. Pltf. demands, that the attachment be declared valid. The W. Court declares the attachment valid.

Schepen Nicolaas de Meyer, pltf. and arrestant v/s Sigismondus Lucas, arrested and deft. Deft. in default. Pltf. demands, that the attachment be declared valid. The Worshipful Court declares the attachment valid.

Metje Wessels, pltf. and arrestant v/s Jan Arcet, arrested and deft. Both in default.

Tomas Lauwerens, pltf. and arrestant v/s Jan Arcet, arrested and deft. Deft. in default. Pltf's wife entering requests, that the attachment be declared valid. The W. Court declares the attachment valid.

Isaack de Foreest, pltf. v/s Jan Hendrickzen van Bommel, deft. Deft. in default.

Isaack de Foreest, pltf. v/s Jamis Daidts, deft. Deft. in default.

Joannes de Witt, pltf. v/s Susanna the negress, deft. Deft. in default.

Nicolaas Gosten, pltf. v/s Jonas Ranson, deft. Deft. in default.

Hendrick Obe, pltf. v/s Jan Hendrickzen Steelman, deft. Defts. 2^d default. Pursuant to obligation passed 29th of August 1663 and due in March following pltf. demands from deft. first, four hundred and ninety four guilders twelve stivers arising from a debt payable to Eduard Leeck in Osenbrughs linen @ two pounds of tobacco the ell, and distilled waters at one hundred pounds per anker, and moreover four ankers of brandy and three hundred and ten pounds of tobacco. The W. Court order deft. to bring the sum demanded into consignment of this City.

M^r Hans Kierstede, pltf. v/s Joannes Schevelbergh and Lauwerens de Sille, defts. Pltf. produces a petition and order thereupon dated 17th June last; the petition setting forth whereas he the pltf. and petit^r fears, that the goods, effects, actions and credits of Jan Sluyter, trader at Haarlem, insolvent, remaining among the estate of Hendrick van der Walle may by this and other means be alienated and conveyed away, notwithstanding he has attached the same, which was declared valid; he requests therefore that the abovenamed Sluyter may be ordered for the security of his debt, to place under the charge of a faithful person sufficient effects belonging to him and remaining among the estate of the abovenamed van der Walle, from which he, the pltf., may obtain his debt by virtue of the obligation against Jan Sluyter, when it shall have arrived here, free of cost and charges, as he is not disposed to have any communication with Jan Sluyters creditors in Holland. Lauwerens de Sille promises to retain so much of the goods of the abovenamed Sluyter in hands, that the pltf. shall obtain his pay free of cost and charge and they, the defts., offer to give bail for the same, wherewith the pltf. says he is content; and in pursuance thereof the W: Court order them to obey and perform the same.

Mattheus de Vos entering represents, that for want of time he has not drawn out a procuration executed by James Caps to M^r Thomas de la Vaal; therefore he reads the substance thereof to the Court saying, he is requested by the abovenamed M^r de la Vaal, to represent him here before the Court and concludes in the name thereof, that the sails of the ship, the Prudence, attached may be released from arrest, and if the abovenamed Asborn has any claim on the abovenamed James Caps, that he shall have to speak to him. Burgomasters and Schepens decree, that M^r

Tho: de la Val may lift the sails lying under attachment, on condition of giving security for the judgment.

Wernaar Wessels entering demands, inasmuch as the W. Burgomasters have interdicted the exacting of any duties on exported goods during eight days, but merely to enter the same, that he may be granted an acte of interdict. Burgomasters and Schepens consent only to the entering of goods exported by responsible persons, but he is to demand and receive the duties from such as are not trustworthy; and in the meanwhile not to pay any more money to the Receiver of the Company on this a/c., than what is due to the day, when this place was surrendered and all this until the Governour Nicolls shall be spoken to on the subject.

Lysbet Pieters entering exhibits extracts and writings regarding the case in question relative to the payment of some beavers for Jan Perie to one Gerrit Pietersen, which as she paid to the above named Gerrit Pietersen and heretofore could not exhibit any proof, than what has since been received requests, that she be released from the payment of the accepted obligation. Burgomasters and Schepens persist in their judgment rendered in this case in favour of Schepen Tymotheus Gabry.

The H! Officer Pieter Tonneman requests in writing that *

Annetje Hendricks entering requests to know, why she is imprisoned, to which was answered, because she secreted the best of her goods and left the worst in the house. To which she answers she has no other, than what she returned. The W. Court informed the prisoner Annetje aforesaid, that she shall have to tell, if she hid any thing, where she left it, as the curators of the estate left by her husband undertake to prove it. Burgomasters and Schepens order the abovenamed curators to prove within the time of thrice twenty four hours, that the abovenamed Anneken has secreted her property.

On the 3⁰th Septemb! in the afternoon, were assembled at this City Hall the Heeren Schout Pieter Tonneman, Burgomaster Cornelis Steenwyck, and Schepen Jacob Backer.

Anneken Hendrick, wife of Hermen Martens van den Bos, entering is asked, whether she is not aware that some of her goods were brought

* This entry is thus incomplete in the orig.—Tr.

away? Whereunto she answers No; persisting that she did not remove any goods, and has no other goods than what her husband took with him; declaring further that neither her husband nor any person else acquainted her, that any property had been secreted or carried away. M^r Jacob Hendrickzen Varrevanger and Lauwerens de Sille, curators of the insolvent estate left by Hermen Martens van den Bos, entering, were informed, that Annetje Hendrickz still firmly denies having secreted or removed any property, and are warned not to say except what they of a certainty know, to which they answer, that a French woman, unknown to them but known to Schepen Tymotheus Gabry, has stated to them, that some goods were removed to the house of Arien van Laar from the house of Jan the Shoemaker residing next the house occupied by the abovenamed Hermen Martens, and that the abovenamed Jan helped to carry them. Whereupon Arien van Laar is sent for and appearing is asked, whether goods were not brought to his house from Hermen Martens van den Bos. Whereunto he answers No and are not and have not been at his house; saying, that the Magistrates may freely visit his house. Annetje Bertran, being the French woman named, entering is asked, whether she does not know, where Hermen Martens van den Bos' goods are and where they were carried? Answers, knows nothing of them, and that one says thus and the other says so, and there is no certainty in such statements. She is further asked, if she has not said something, that she knew that the property was removed from Jan the Shoemakers house to Arien van Laar's house? To this she again answers, that she said she saw a chest brought from Hermen the Serjeants house to the house of Grietje next door, and heard that was brought back from there to Arien van Laar's. Arien van Laar being again heard hereon still persists, that no property of the abovenamed Hermen Martens was brought to his house, and demands proof that goods were brought to his house and if property were found, that he pass for a dishonest man.

This date 22 Sept^r 1664: old style, Andries Andriesen's wife brought fl. 43. into consignment of this City to pay for ten skepels of peas bought of Cornelis Hendricks, drummer, and attached by Arien Appel.

In the name of the Court of this City, the Marshal is authorized and ordered to sell publicly to the highest bidder the goods and moveables left by Salomon La Chair dec^d and not to allow any goods sold to be re-

moved before payment be made. Done, N: Jorck situate on Manhattans Island, the 23^d September, Old Style, 1664.

Tuesday, 27th Sept: 1664 Old Style: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Robbert Watzen and Cors Janzen, pltfs. v/s M^r Thomas de la Val, deft. Pltfs. demand from deft., as attorney of James Caps, to wit:— Robbert Watzen eight pounds sterling and in addition seventeen guilders in seawant brewing and washing money payable on the abovenamed Caps' a/c. and earned monthly wages; and Cors Janzen four pounds two shillings six pence sterling according to a/c. both for him and his son. The deft. says, he considers it strange that they the pltfs. ask so much, after one Daniel Donbaar by settlement with the aforesaid Caps brings in no more than twenty six shillings; saying further if they had any claim against the aforesaid Caps they ought to have spoken to him, whilst he was here. Pltfs. say, that the abovenamed Caps had gone away before they knew it. Burgomasters and Schepens decree, that the pltfs. shall receive their earned monthly wages on the decision and award of Jacques Cousseau, old Schepen of this City, and Jan Lauwerens, Burgher and inhabitant here, who are hereby authorized and qualified to examine, discuss and decide the pltfs. a/c.

Mighiel Tades, pltf. v/s M^r Thomas de la Val, deft. Pltf. demands from deft. according to a/c rendered the sum of four hundred and eighty eight guilders nine stivers for James Caps. Deft. says it appears from Caps' writing, that he does not owe pltf. more than three hundred guilders. After some discussion over and hither between parties, M^r de la Vaal offers to pay Mighiel Tades on James Caps' a/c the sum of four hundred guilders in seawant, with which Mighiel Tades is satisfied.

Isaack de Foreest, pltf. v/s Jamis Daidts, deft. Pltf. demands from deft. a little less than a thousand pieces of firewood for a piece of land *

* This land was at Pamrapo, below Jersey City on the line of the N. J. Central R. R. De Forrest had bought it from Jan Cornelissen Crynen and sold it to James Davison or Davits April 15, 1655. Davison was an Englishman, who kept a tavern in N. A. and Albany, and ran a sloop betw. N. A. and Albany. He sold the land in 1670, obtained some on Staten Island in 1676 and died 1688.

sold to him, and in addition two hundred and fifty two and a half ells of Osnaburgh linen paid him, when he went to Fatherland under promise, when returned, to pay the same to him on his arrival here. Deft. says, that the pltf. promised to deliver him the deed of the land immediately, when he purchased it, which is not yet done, whereby he has suffered great loss, as he could have sold the land, demanding therefore the interest on the thousand pieces of firewood delivered. The W. Court order the deft. to pay the pltf. the thousand pieces of firewood; also the two hundred and fifty two ells of Osnaburgh linen, when the pltf. is ordered to give deft. due conveyance and deed of the aforesaid land.

Cornelis Gerlofzen, pltf. v/s Paulus Turck, deft. Pltf. demands from deft. thirty two guilders Holland currency, which according to notarial obligation must be paid in Holland by his father out of the monthly wages due by the Company. Deft. says, his father kept his money for himself for clothes sent to him. Burgomasters and Schepens order deft. to satisfy and pay the pltf. according to obligation aforesaid.

Schepen Nicolaas de Meyer, pltf. v/s Tomas Coninck, deft. Deft. in default. Pltf. produces the judgment, which he obtained against the deft. on the 22nd of April last, demanding, as he has failed to obey it, condemnation with costs. Burgomasters and Schepens condemn the deft. as he has failed in proof pursuant to judgment dated 22^d of April last, and does not appear on summons, to satisfy and pay the pltf. the forty three planks according to obligation thereof passed in date 10th August 1661 with costs.

Schout Pieter Tonneman, pltf. v/s Samuel Etsal, deft. Deft. in default.

Arent Janzen Moesman, pltf. v/s Samuel Etsal, deft. Deft. in default.

Freryck Gysberzen van den Bergh, pltf. v/s Albert Alberzen, deft. Deft. in default.

Ditto Freryck, pltf. v/s Stoffel van Laar, deft. Deft. in default.

Eghbert Meinderzen, pltf. v/s Samuel Etsal, deft. Deft. in default.

Arent Isaackzen, pltf. v/s Jacob Vis, deft. Deft. in default.

Joannes de Witt, pltf. v/s Susanna the Negress, deft. Both in default.

Hendrick Obe, pltf. v/s the curators of the estate left by Salomon La Chair, defts. Pltf. in default.

Leendert Dirckzen van Venit, pltf. v/s Eghbert Meinderzen, deft. Both in default.

The H^e Schout: Pieter Tonnemans, pltf. v/s Arent Juriaansz Landman's wife and Hend^e Janzen, baker, defts. Defts. in default. Pltf. demands that defts. shall be ordered to give evidence of the truth at their own costs, and imprisonment in case of refusal or on default at the third summons. The W. Court grants the request.

Isaack de Forest, pltf. v/s Jan Hendrickzen van Bomme, deft. Pltf. demands from deft. forty three guilders in seawant for goods and small beer received. Deft. admits the debt, but says he worked for the pltf. in the year 1657, for which nothing has been paid. Pltf. replying says, he has settled with deft's wife. Burgomasters and Schepens order parties on both sides to produce their a/cs on the next Court day.

Lauwerens de Sille, pltf. v/s Cristina Steenzgens, deft. Pltf., as attorney of Abraham de Kuyper, trader at Amsterdam, in Holland, demands from deft. the outstanding debts proceeding from the goods, which her dec^d husband received from the abovenamed Abraham. Deft. says she gave up the estate and that the a/cs remain with the curators. Burgomasters and Schepens order the pltf. to summon the curators with the deft. for the next Court day.

Bartholdus Maas, pltf. v/s Eghbert Meinderzen, deft. Pltf. demands from deft. sixty three guilders twelve stivers in seawant, balance of a/c. Deft. admits the debt, promising payment. Burgomasters and Schepens order deft. to pay the pltf. the sum demanded within the time of fourteen days from the date hereof.

Jan the Carpenter, pltf. v/s Hans Carelzen, deft. Pltf. demands from deft. twenty four guilders and a half for wages. Deft. says, that the pltf. worked only three tides, while he had hired him according to contract to work in his service on his bark for one year, @ 26 gl. per month, and that the pltf. after he had sailed once along with him, silently run away, whereby he has suffered great damage. Burgomasters and Schepens having heard parties on both sides, decree and order deft. to pay the pltf. the sum of sixty guilders in seawant, with which the action and claim they have against one another for the matter aforesaid shall be terminated.

Coenraat ten Eyck, arrestant and pltf. v/s Albert Alberzen ter Heun, arrested and deft. Pltf. demands from deft. fl. 65. 10 in seawant, requir-

ing prompt payment and in default thereof, that the issued attachment be declared valid. Deft. admits the debt; requests time till Christmas. The W. Court order deft. to satisfy and pay the pltf. or to enter sufficient bail for the payment to the pltf's satisfaction; the attachment remaining so long valid.

Sara Pieters, pltf. v/s Hermje Lodowycks, deft. Pltf. demands from the deft. the linen, which she bought from Claas Tysen Kuypers wife and brought to her to make. Deft. admits having the linen and offers to return it, if the pltf. restores her the four guilders, which she previously gave. The W. Court orders deft. to return to the pltf. the purchased linen belonging to her, provided she, the pltf., restores to deft. the four guilders given for the linen.

Willem Doeckles and Anneke Ryzen, his wife, and with them the curators of the insolvent estate left by Salomon La Chair dec^d, entering, Willem Doeckles requests an act of indemnity; whereupon the curators abovenamed are asked, whether the whole aforesaid insolvent estate is perfectly given up without concealing anything. To which they answer they know no better and that Anneke Rysens has offered to confirm under oath the inventory of the aforesaid estate. The aforesaid Anneke entering says a gown and petticoat are in pawn with Freryck Flipsen for debt to the sum of one hundred and sixty guilders contracted by her widowhood estate. And whereas Willem Doeckles has agreed to pay the debts, which Anneke Rysens contracted in her widowhood, she was informed, that the aforesaid gown and petticoat come to the benefit of the creditors, whereupon she earnestly requests to retain them. Burgomasters and Schepens allow Anneke Rysens to retain her gown and petticoat, and decree before granting Willem Doeckles an act of indemnity, that the abovenamed Willem Doeckles shall request an act of satisfaction from the curators of the aforesaid estate, and exhibit the same to their Worships.

Arien Appel entering states, that he has attached some skepels of pease brought by Cornelis Hendrickzen, drummer, for Andries Andriesen, requesting as he must give up the pease to the aforesaid Andries according to the Burgomasters order, and the abovenamed Cornelis Hendrickzen owes him fl. 39. that he may lift, under bail, the monies brought in consignment as payment of the peas. Burgomastres and Schepens allow the petit' to lift the consigned monies under bail.

Schout Pieter Tonneman demands execution of the judgment, which he obtained against Mighiel Tadens on date 8 July and against Hendrick Janzen Smitt in date 16 July A^o 1664. The Bailiff is ordered to put these in execution.

M^r Jacob Hendrickzen Varrevanger and Lauwerens de Sille, curators of the insolvent estate left by Hermen Martensen van den Bos, entering, and with them Annetje Hendricks, wife of Hermen Martens aforesaid; the abovenamed curators are asked, whether they have rec^d any proof, that the abovenamed Anneke has concealed or removed any property? Answer, No; and request that the abovenamed Anneke may be further heard about the goblet, as they understood from two women—Andries Rees' wife and the neighbour, who sewed with her—that they lately saw the goblet; which being communicated to the abovenamed Anneken, she denies to have lately had the goblet and demands that the witnesses be brought forward within the time of four and twenty hours. The Court decree, that the aforesaid Anneke Hendricks be released from her imprisonment, as the aforesaid curators do not exhibit any further proof.

Adam Monckelbagh entering states, that a judgment was passed against him to pay a fine of fifty guilders for having used force and violence against Mr. Cornelis van Ruyven's negro, denying the same and demanding proof thereof, saying he can prove the contrary, and that the witnesses are without, who may, he asks, come in. The Court decree, that such ought to have been done in the first instance; persist in consequence in their rendered judgment.

The creditors of the estate, left by Gerrit Hendrickzen van Harderwyck dec^d, request by petition, that curators may be appointed over the said estate, so that the same may be regulated. Apostille: Petitioners are referred to the Orphan Chamber of this City.

Whereas Willem Doeckles having married Anneken Rysens, widow of Salomon La Chair dec^d, has unto us Burgomasters of this City of N. York, situate on the Island Manhattans, heretofore called Amsterdam in N. Netherland, exhibited an act of satisfaction executed by the curators of the insolvent estate left by the abovenamed Salomon la Chair, dated 7th October of this year, New Style, requesting of us act of indemnity or freedom from claims with and against every one, who would claim, trouble or prosecute him or his wife aforesaid in any wise for any debt,

action or pretence against the aforesaid estate; Therefore, we seeing the good disposition of the afores^d curators on the surrender of the aforesaid estate and goods by the abovenamed Anneke Rysens cannot refuse the afores^d request of the aforesaid Willem Doeckles, as he has paid the debts, which his wife contracted in her widowhood after her husband's decease, to give him a declaration such as this; requiring every one whomsoever he may be, who may claim or presume to have any action or pretence to the aforesaid estate, no more to trouble or to speak to the said Willem Doeckles or Anneke Rysens touching the before-mentioned debts contracted by her former husband Salomon La Chair, since all their property has been sold by the curators appointed thereunto by the Court of this City, and she has declared under oath, that she has not any more than what she has surrendered to the curators. In testimony hereof signed. Done N. Yorck situate on the Island Manhattans the 27th Septemb: 1664: old Style —(Was signed) P. L. van der Grift, Cornelis Steenwyck. Lower stood: —To my knowledge, signed—Joannes Nevius Secretary.

Tuesday, 3^d Octob: 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Johan de Decker, pltf. v/s Jan Lauwerens, deft. Pltf. says, that the deft. paid the General of his money, given to him, sixty one pieces of eight and one guilder; requesting them back. Deft. admits having given the General the aforesaid sum. The W. Court order deft. to restore and pay to pltf. the sixty one pieces of eight and one guilder.

Schout Pieter Tonneman, pltf. v/s Samuel Etsal, deft. Pltf., as attorney of Adriaen Blommaerts widow, demands from deft. payment, according to obligation of one hundred and eighty guilders in tobacco, and also in his individual capacity a balance of thirty five guilders in beavers for goods sold to him and Mr. Allard Anthony. Deft. says, he gave the pltf. a hogshead of tobacco on the hundred and eighty guilders, offering to pay the balance; and did not know, but the a/c regarding him individually was paid; therefore does not know how the a/c stands. Pltf. replying says, that he deducted the hogshead of tobacco from the a/c, which he individually has against the deft. and Allard Anthony, but it is indifferent to him and therefore his individual debt is greater. The W. Court refer

the case in question to Hendrick Jansen van der Vin and Jacob Kip, old Schepens of this City, to take up the same, to hear parties on both sides, to decide the case and to endeavour if possible to reconcile parties; if not, to report their award to the Court.

Arent Jansen Moesman, pltf. v/s Samuel Etsal, deft. Dirck van der Clyff appearing for the pltf. demands from deft. one hundred and four guilders nine stivers in seawant and fifty seven guilders twelve stivers in tobacco according to obligation on a/c of the estate left by Six vander Stighelen dec^d. Deft. admits the debt; then says he has one and a half beaver against it for what was given to the abovenamed Six van der Stighelen and can prove such. Pltf. says, the matter is of no great importance; otherwise the deft. should have to confirm his statement on oath. The W. Court condemn the deft. to satisfy the pltf. according to obligation, deducting what he has justly against it.

Jacob van Couwenhoven, pltf. v/s Judick Verlett, deft. Pltf. demands from the deft. two hundred and sixty three guilders, two stivers in seawant, as he has understood, that the deft. is heir of her parents. Deft. produces an open letter of her dec^d father, given to her heretofore, wherein her father states, what he has against it. Pltf. says, he had enough [of the goods] at the time, when her dec^d father brought them in a/c against him; there was therefore no necessity to buy from her dec^d father. The W. Court refer the case in question to Jacques Cousseau, old Schepen of this City, and Gerrit van Tright, to hear parties' case and to examine and decide the matter, and to endeavour to reconcile parties if possible; if not to report their award to the Court.

Jacob van Couwenhoven, pltf. v/s Joannes Withart and Jacob Vis, defts. Pltf. demands from defts. a just a/c, proof and reliqua of the beer brewed by him and the defts. in company pursuant to a certain contract made and executed therein before the Notary Dirck van Schelluyne. Defts. produce the contract saying, the half of the profits belongs to the pltf. and the debts are not yet come in; therefore cannot render any acc^t. The W. Court having read the contract, order the defts. to render to pltf. pursuant to the aforesaid contract, due a/c, proof and reliqua of the beer brewed in company.

Arent Isaacksen, pltf. v/s Jacob Vis, deft. Pltf. says, he gave the deft. a looking glass in pledge for a debt; and as he has paid the same,

he demands that the deft. shall give him back the looking glass or its value. Deft. admits to have been paid the debt and to have had the looking glass; saying that it remained by accident at the Esopus. The W. Court order the deft. to return the looking glass to the pltf. or to satisfy him for it.

Leendert Dirckzen van Venlo, pltf. v/s Eghbert Meinderzen, deft. Pltf. demands from deft. twelve guilders in seawant for wages. Deft. [says], the pltf. has earned it; saying that the Burgomasters promised to pay the laborers. The W. Court order deft. to satisfy and pay the pltf.

Daniel Verveelen, pltf. v/s Jacob Vis, deft. Pltf. demands from the deft. seventy nine guilders ten stivers balance; also forty six guilders ten stivers a beer debt. Deft. admits having had the beer, then says, received no a/c of it, which is furnished him by the pltf. The W. Court order deft. to pay the pltf. the forty six guilders ten stivers, deducting what he can fairly prove to have against it.

Willem Doeckles, pltf. v/s Arien Lauwerens and Andries Clazen, defts. Pltf. says, he contracted with defts. to go with him in his service to the Virginias, and that they broke through it; producing the contract. Defts. say, the Governour will not let them go; producing acte thereof signed by his Honour. The W. Court consider the contract void, which the pltf. made with defts., inasmuch as they are forbidden to depart by the Governour before the public work is completed, which they had undertaken.

Albert Alberzen ter Heun, pltf. v/s Joannes Withart, deft. Pltf. says, he agreed with deft. through the intervention of arbitrators about the case, which they had against each other and was obliged to sign to a declaration, contrary evidence of which he has received; to get which the deft. would not allow him any time, exhibiting the writing regarding this. Deft. says the contrary, what the pltf. brings in is deducted from defts. a/c. The W. Court refer the matter in question de novo to the previous arbitrators to wit, Jacob Kip, old Schepen of this City, and in place of Isaac Bedlo, Joannes de Peister, also old Schepen of this City, to take up the a/c and difference in question, which parties have ag't each other, in presence of Schepen Nicolaes de Meyer; to hear and examine the parties further; to argue, consider and decide the case; to endeavour, if possible, to reconcile parties; if not to report their award to the Court.

Schout Pieter Tonneman, arrestant and pltf. v/s Francois de Bruyn, arrested and deft. Deft. in default. Pltf. demands benefit of the default and that the arrest be valid. The W. Court declares the attachment valid.

Schout Pieter Tonneman, pltf. v/s Albert Trompetter, deft. Deft. in default.

Schout Pieter Tonneman, pltf. v/s Arent Juriaanzens Lantsman's wife and Hendrick Janzen, baker's, wife, defts. Defts. 2^d default. Pltf. demands, that defts. shall be ordered to give evidence of the truth on pain of imprisonment. The W. Court grant the pltf's. request and order the defts. to give the Officer, pltf. herein, evidence of the truth, on pain of imprisonment.

Asser Levy, arrestant and pltf. v/s Willem Doeckles, arrested and deft. Both in default.

Abel Hardenbrook, pltf. v/s Pieter Janzen, deft. Deft. in default. Pltf. demands, that the attachment issued against defts. money in Resolvoert Waldron's hands be declared valid. The W. Court declares the attachment valid.

Arien Huyberzen, arrestant and pltf. v/s Kersten Janzen, arrested and deft. Both in default.

Jan Hendrickzen van Gunst, arrestant and pltf. v/s Lauwerens Lauwerenzen, arrested and deft. Both in default.

The Officer Pieter Tonneman demands, that a Court Messenger be placed at Annetje Smits house at her cost, until the abovenamed Annetje Smitt shall resolve to satisfy him according to judgment dated 16th July or to settle further with him. Burgomasters and Schepens grant the Officer's request, that a Court Messenger be placed at Annetje Smits house at her cost.

The Officer Pieter Tonneman demands execution of the judgments, which he obtained against Arent Jurriaanzens Lantsman and Aart Martensen in date 30th Octob. 1663, and against Adam Onckelbagh in date 16 September 1664. The Marshal is ordered to put these in execution.

Tomas Coninck appearing exhibits a writing, whereby, according to the order of this W: Court dated 22^d April he will prove, that he delivered the plank in question to the wife of Schepen Nicolaas de Meyer. Burgomasters and Schepens having looked into the proof, find it not to be suffi-

cient enough; therefore persist by their rendered judgment dated 27th Sept^r last, as this also was not produced at its proper time.

Schepen Nicolaas de Meyer demands execution of the judgment, which he obtained in date 27th Sept^r last against Tomas Coninck. The Marshal is ordered to put these into execution.

Hendrick Obe demands execution of the judgment, which he obtained in date 27th 7^b last against Jan Hendricks Steelman. The Marshal is ordered to put these in execution.

Tomas Daidts requests by petition postponement of further procedure and execution in the matter in question between him and Isaack de Foreest, entered on the last Court day, to investigate further into the case. The Court persists in its rendered judgment.

Isaack de Foreest demands execution of the judgment, which he obtained against Tomis Daidts in date 27th 7^b last. The Marshal is ordered to put these in execution.

Joannes Withart appearing demands to come in concurrence, as to what he claims from the estate left by Salomon La Chair dec^d, with those, who have obtained a mortgage on his house and lot, as he has entered a protest against the rendered mortgage, the same having been executed *in fraudum Creditorum*. Burgomasters and Schepens decree, if Joannes Withart maintains action of preference, he shall summon those who pretend to have preference by virtue of mortgage, and to institute his action against them.

Tuesday, 11 Octob^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

The Burgomasters being assembled, D^r Joannes Megapolensis and D^r Samuel Drisius appear stating, that they had got their discharge from the Company, dated the last of the month of September, notwithstanding which as they were inclined to serve the Commonalty, they had addressed themselves to the Governour Richard Nicholls and spoke to his Honour about the wages, who gave them for answer, that it runs for the time of six months, to which time the Company is receiving the recognitions (Duties), after which time he shall see how the matter shall be arranged—that in order to ascertain, how they shall have to regulate themselves, they

with that view applied to the Burgomasters to speak to their Worships thereon; to which the Burgomasters replied, that the a/cs of the City's income and expenditure shall be made up as soon as possible, which shall then be shewn to Govern^r Rich. Nicolls and they shall then speak further with his Hon^r regarding the wages as well of the Ministers, as of the other servants of the City.

Schout Pieter Tonneman, pltf. v/s Albert Trumpetter, deft. Pltf. demands from deft. pursuant to award of arbitrators, the sum of thirty guilders for a fine imposed. Defts. wife appearing says, she does not know for what the fine is to be given, as her husband was struck; admits to have demanded arbitrators to settle the matter in order to prevent further mischiefs, but is not content with their award. The W. Court decree, as deft. is not content with the award of arbitrators, that the Officer shall enter his case anew and for this purpose summon the deft. again.

Schout Pieter Tonneman, pltf. v/s Joannes Withart, deft. Pltf. demands from deft. according to a/c produced, the sum of forty guilders twelve stivers. Deft. denies the debt, demanding a *Contrario* from the pltf. eight guilders eight stivers for seven ells of Osnabrug linen. Pltf. says, it is credited on the a/c. and that he, deft., has agreed with him conformably to the a/c. Deft. denies it. Pltf. offers to confirm it on oath or defers to the defts. oath. The W. Court condemn the deft. to satisfy and pay the pltf. the sum demanded, as he, pltf., has affirmed his produced a/c under oath.

Jacob Kip and Gerrit van Tright, pltfs. v/s Arent Janzen Moesman, deft. Pltfs. in quality as attornies of Mighiel Jansen Muyden, demand from deft. in writing according to documents therewith produced, the sum of seven hundred and ninety five guilders two stivers. Dirck vander Clyff, as attorney of deft., demands copy of the declaration and produced documents to answer thereunto on the next Court day. The W. Court order copy of demand and produced documents to be furnished to party to answer thereunto on the next Court day.

Isaack de Foreest, pltf. v/s Margriet Jelys, deft. Pltf. demands from deft. eighty six guilders in sewant according to a/c. Deft. promises to pay what she justly owes; saying she has something against the a/c, which is shewn. The W Court having heard parties and examined the a/c, condemn the deft. to pay the pltf. the eighty six guilders.

Jacobus Vis, pltf. v/s Joannes Withart, deft. Pltf. demands from deft. a/c and reliqua of what they have outstanding with each other; and demands further, that the monies of his house brought into consignment and attached by Joannes Withart be released from attachment to pay therefrom a certain woman of Fort Orange, to whom he is indebted. Deft. produces the a/c. which he has outstanding with the pltf. placing the same in pltf's hands. The W. Court order pltf. to bring in on the next Court day what he has against the a/c delivered.

Orsel Antony, pltf. v/s Jacob Vis, deft. Pltf. demands from deft. two hundred and ten guilders in sewant, with costs incurred and still to accrue. Deft. admits the debt. Burgomasters and Schepens order deft. to satisfy and pay the pltf. the sum demanded with costs.

Jacobus Vis, pltf. v/s Anneke Ryzens, deft. Pltf. demands, that the case in question between him and deft. be settled by arbitrators. Deft's husband appearing says, the matter is settled. Pltf. says, he has a writing as to what was done in the case, which he was ordered to fetch; returning he exhibits it. Burgomasters and Schepens having seen the writing, appoint *de novo* for the arrangement of the case in question, Joannes de Witt and in place of Schepen Jacob Backer M^r Balthazar de Haart to take up the case in question in presence of Schepen Isaack Grevenraat, to hear parties on both sides and to examine, argue and decide the case; further to endeavor to reconcile parties if possible; if not to report their award to the Court; and they order Jacob Vis to produce before the said arbitrators, what he has to bring in, on pain of nonsuit.

Margriet Jelis, pltf. v/s Claas van Elslant, the Elder, deft. Pltf. demands from deft. seventeen guilders sixteen stivers in sewant. Claas van Elslant, the Younger, appearing says, his father has stated, that it is only thirteen guilders, but that it may pass so. The W. Court condemn the deft. to satisfy and pay the pltf. the seventeen guilders sixteen stivers.

Lauwerens de Sille, pltf. v/s Cristina Steentgens, Jacques Cousseau and Gerrit van Tright, defts. Pltf., as attorney of Abraham de Kuyper, demands from the deft. the outstanding debts, proceeding from the goods, which her dec^d husband has received, and contracted after her husband's death. Defts. Jacques Cousseau and Gerrit van Tright as curators of the insolvent estate of the deft. say, that they have written to the curators in Holland, whereunto they expect an answer and cannot sooner do any

thing in the matter. Pltf. says, that he is preferred. The W. Court order the pltf. to prove it. Pltf. returning produces the proof. The W. Court order copy hereof to be furnished to party to answer thereunto on the next Court day.

Joost Koocku, pltf. v/s Abel Hardenbroek, deft. Pltf. demands from deft. an ox hide of his ox taken from him by the English and killed. Deft. says, if pltf. will give him back the money, which he paid for the hide he shall deliver it up to him; and did not know that the hide was stolen, as the English said they brought it from the fort. The W. Court order deft. to return the hide to the pltf. or to satisfy him for it, as conclusive proofs are produced that the stolen ox belonged to the pltf.

Albert Alberzen ter Heun appearing produces the return of the arbitrators appointed by the W. Court in date 3^d of this month, over the case between him and Joannes Withart, and with it written proofs regarding the sum of three hundred guilders in question, which Joannes Withart, also appearing, was informed of; whereupon he says, he has nothing to object to the declaration, producing his letter book. Burgomasters and Schepens having heard parties and examined their writings and book decree, as Joannes Withart considered the declaration valid, that the case shall be this day finally disposed of by the arbitrators, appointed on the third of this month, without any longer delay or postponement, as far as the aforesaid arbitrators can be disposed to do for this day, to which end they are to hear parties anew and examine, argue, weigh and conclude the case.

Joannes Withart, pltf. v/s Schepen Tymotheus Gabry, deft. Pltf. says, that Salomon La Chair's widow has mortgaged her house to the deft. for the whole amount due to the creditors, whilst he was at Fort Orange; against which mortgage he protested on his return from above; and he requests therefore to come in concurrence with the deft. in the mortgage. Deft. says, that the aforesaid widow executed the mortgage without any constraint. Pltf. says, the widow was incapacitated to mortgage her house as she knew the estate to be insolvent. Burgomasters and Schepens order the pltf. to prove his statement, that the aforesaid widow could not do so.

Schout Pieter Tonneman, pltf. v/s Anneken Kockx, deft. Deft. in default.

Schout Pieter Tonneman, pltf. v/s Margriet Jelis, deft. Deft. in default.

Asser Levy, arrestant and pltf. v/s Pieter Paltier, arrested and deft. Both in default.

Bartholomeus van Schel, pltf. v/s Jan Gerrizen van Buytenhuyzen, deft. Deft. in default.

M^r Hans Kierstede appearing represents, that Joannes Schevelbergen and Lauwerens de Sille cannot give him any security pursuant to the order of the W. Court of this City in date 11th of September last; but that they offer to pledge as much of the goods, as his action and claim against Jan Sluyter and Casper ter Smitten amount to, and requests accordingly such may be done and placed with such person as the Court shall please thereunto to appoint, according to inventory at the invoice price after purchase in Holland. Burgomasters and Schepens grant the request and decree, that the goods shall be placed under inventory in the safe keeping of Joannes van Brugh, old Schepen of this City, on condition of giving a receipt therefor.

Jacob van Couwenhoven appearing exhibits certain *acte* against Judick Verlett in the case in question between him and her and the return of the arbitrators. The W. Court decree to request the arbitrators to meet together once again to settle the matter in question according to *acte* thereof existing.

The Officer Pieter Tonneman requests, that the prisoner Jan Dircksen may be heard and examined; to which purpose Burgomasters and Schepens appointed from their Board the Schepens Tymotheus Gabry and Isaack Grevenraat, to hear and examine said Jan Dircksen.

M^r Evert Pieterzen, Schoolmaster of this City, represents, as his allowance from the Company is struck off, that Burgomasters and Schepens shall be pleased to keep him at the same allowance; to wit, fl. 36 per month, fl. 125 for board, Hollands currency, free house for school and residence and free passage to *Patria*; offering his service and to continue the same. Apostille: Petitioner shall have to be patient for the space of eight days, when his petition shall be disposed of.

Hon^{ble} Affectionate Friends:—Mattheu Blanchan has exhibited to us some writings and papers concerning a half anker of distilled anise water not entered and therefore seized by your Worships through your Officer,

at the New Village or *Groote Stuck* from the house of one Lewys Dubo, the said Blanchan's son in law, who had received it from the aforesaid Blanchan; and after it was consumed, your Officer instituted his action herein for the confiscation of said anker, and in addition demanded a fine according to Placard, wherein he, Blanchan, is condemned. The aforesaid Blanchan finding himself aggrieved by this judgment has seasonably appealed. Then as the appeal could not proceed in consequence of the troubles with the English as with the Indians; and, also, cannot be yet prosecuted as conflicting with the 13th Article of the treaty made between the English and us, therefore after having examined the papers we find the case not as taken by your W's Officer; also, the Hon^{ble} General Stuyvesant told the aforesaid Blanchan, in presence of the Burgomst P. L. van der Grift, that he owed no fine and you must wait somewhat with the other case; also it cannot be inferred from the Placard to which your Officer appeals, that the aforesaid Blanchan has forfeited any thing, as the Placard is without force in regard to time. Therefore we would in a friendly manner request, that the matter in question between your Worships Officer and the aforesaid Blanchan be arranged and settled in love and friendship; which doing we shall, in like circumstances, equally reciprocate. We are and remain (under stood) Your affectionate friends the Burgomasters and Schepens of the City of N. Yorck situate on the Mannhattans Island the 11th Octob^r 1664. Lower stood;—

By order of the same, signed

Joannes Nevius, Secret^y.

The Superscription was *

Wednesday, 11th Octob. 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Joris Dopzen's wife appearing exhibits the boots which were stolen from her and which she has recovered. Whereas the theft must have been committed by a soldier, who is a Pole, and Capt. Marten Cregier has had said soldier in his company, the aforesaid Cregier is sent for to the City Hall, who being shewn the boots, is asked if he has any know-

* The address is omitted in the original; the letter was written to the Court at Wiltwyck, now Kingston, Ulster Co.—Tr.

ledge thereof and if the boots belong to the Pole? Answers, Yes; and knows it no better than by seeing them on the Pole's feet, but cannot swear to it. Jan Dirckzen van Arnhem, prisoner, entering declares that he did not see the boots before now with the Pole except when he bought them and that he bought them for two guilders and sold them again for three to a Frenchman, who brought them away. Joris Dopzen's wife re-appearing states, she told the Officer, that if no further proof can be found, that the abovenamed Jan Dirckzen took or helped to steal the boots, he may allow him to be released from confinement and that she is not disposed to bear the expence. The Court decree, that Jan Dirckzen shall be discharged for the present from confinement on his personal security to appear, if any further proof should be found, as there is no additional evidence appearing that he has stolen or helped to steal the boots.

Thursday, 13th Octob: 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

This day the a/c of the Treasurer Olof Stevensen van Cortlandt regarding his administration of the City revenues is taken up and the orders examined, which were found to agree with the book kept.

Willem Willemzen and Thomas Verdon, inhabitants of Gouwanus appearing with them Tomas Fransen, carman, complain of the great injury inflicted on them by some English, about twenty persons in number from one of the ships lying in the Bay; and the abovenamed Willem Willemzen declares, that they took away his powder, lead and gun, also the stockings and shoes from his feet, further six to seven pounds of rolled tobacco just spun, and a young hog together with a red under-waistcoat; and with a hanger severely struck Tomas Verdon's wife, whilst the abovenamed Verdon was out with the abovenamed Tomas Fransen, and inflicted a blood wound on her arm, because she sought to prevent them from taking any property with them; and took the goods out of the chest and strewed them over the floor, keeping watch at the door, so that he should not run out to call the neighbours; and when they missed him, because he climbed out through a back window, they then hastily took the goods from the chest and strewed them over the floor, as already declared.

Tuesday, 18th Octob: 1664: In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Schout Pieter Tonneman, pltf. v/s Margriet Jelis, deft. Defts. 2^d default. Pltf. concludes, that the deft. shall be condemned in a fine of thirty guilders, because he found five persons drinking at her house on Sunday afternoon between two and three o'clock during the preaching. The W. Court order the deft. to bring the monies into consignment of this City.

Schout Pieter Tonneman, pltf. v/s Ambrosius Weerhem, deft. Deft. in default.

Isaack de Foreest, pltf. v/s Jan Hendrickzen van Bommel, deft. Deft. in default.

Eghbert Meinderzen, pltf. v/s Stoffel van Laar, deft. Both in default.

Bartholomeus van Schel, pltf. v/s Jan Gerrizen van Buytenhuyzen, deft. Both in default.

Pieter Janzen, pltf. v/s Abel Hardenbroeck and Claas Dicklofzen, defts. Deft. Abel Hardenbroeck in default.

Claas Dicklofzen, pltf. v/s Freryck Flipzen, deft. Pltf. says, he brought hither to the Bridge for deft. at his request three hundred pieces of firewood in a scow and notified the deft. to remove them, which he has not done and meanwhile the scow was swamped by the bad weather and sunk and the firewood drifted away. Deft. says, the pltf. spoke to him about seven o'clock in the evening and he could not examine the wood and told him as there has arisen dispute sometime about the wood he must first see it; also, he had no place to secure it. Therefore he did not draw it. Pltf. replying says, he came here an hour before sunset with the scow and can prove it; he went shortly after to defts. house to speak to him, but found him not at home, and that the deft. was notified by the carman, that he had come with the wood. The W. Court having heard parties on both sides decree, as the deft. bespoke the wood from the pltf. and had notice, that he had come with the wood and that the pltf. was here an hour before sunset, that the deft. shall pay the pltf. the sum of twenty four guilders.

Joost Koocku appearing demands execution of the judgment, which he obtained in date 11 Octob. against Abel Harderbroeck, with costs. The Marshal is ordered to put these in execution with the costs.

Joannes Nevius prosecutes an attachment issued against the monies of Wilhelmus Beecke remaining with the Company. The W. Court declares the attachment valid.

Arent Janzen Moesman answers the demand of Jacob Kip and Gerrit Tright in the quality, in which they act. The W. Court order copy to be furnished to party to reply thereunto at the next Court day.

Joannes Withart, as attorney of Isaack Vermeulen, requests by petition to lift under bail Jacob Vis' money brought in consignment of this City by Jan Myndersen as much as shall be found due to the said Vermeulen on acc^t of a judgment pronounced by the W. Court of this City in date 14th Sept^r 1661. as he has the oldest acquired right; and in order to estimate the Holland money in seawant, that the W Court will be pleased to appoint and qualify two persons acquainted with the arrangement of affairs and a/cs., also that Jacob Vis shall be ordered to appear before the authorized men bringing in what he may have to claim from the aforesaid Isaack Vermeulen. Apostille: For the settlement of the matter herein mentioned and the further questions and differences between Jacob Vis and Joannes Withart both on his private a/c. as in quality of att'y of Isaack Vermeulen, the W. Court of this City appoint and qualify Joannes de Peister and Jeronimus Ebbinck, both old Schepens of this City, in presence of Schepen Nicolaes de Meyer, to reduce the silver money to sewant; further, Jacob Vis is ordered by the W Court of this City to appear before the aforesaid authorized men to bring in what he has against the aforesaid Vermeulen and Joannes Withart and after settlement of the matter the petitioner in quality of attorney of the aforesaid Vermeulen, is allowed to lift the monies of the abovenamed Vis, remaining in deposit with this City, under bail *de restituendo*, should the same be found hereafter proper.

Jacob Vis entering requests, that the W: Court appoint and authorize two arbitrators to arrange the matter in question between him and Joannes Withart individually as well as in his capacity of attorney of Isaack Vermeulen in order thus to terminate the matter with the abovenamed Withart. The W. Court appoint and qualify in the case aforesaid Joannes de Peister and Jeronimus Ebbinck, old Schepen of this City, to take up, decide, and close the question which parties herein have, in presence of Schepen Nicolaes de Meyer.

Maria Teller, widow of Paulus Schrick, appearing, requests that the Marshal shall be ordered to execute the judgment, which she has against Wernaer Wessels. Whereas Maria Teller,* widow of Paulus Schrick dec^d, complains to the W. Court, that the Marshal does not prosecute her case, which she has according to judgment against Wernaer Wessels, the Marshal is therefore ordered by the Court aforesaid to put into execution the said annexed judgment. Done etc.

M^r Evert Pietersen appearing represents that, by Apostille rendered to his last petition, he was notified to wait eight days for what shall be done in his case. He therefore comes to be informed of it. Whereupon Burgomasters and Schepens notify him to wait still a day or two.

The Officer Pieter Tonneman requests discharge from office, as he is about to depart, and that another may be appointed in his place; further a settlement from the City under the City's seal and signature; also payment of his services according to salary granted by the City.

Albert Albertzen ter Heun and his wife appearing produce a copy of award in the suit in question between him and Joannes Withart, and that Joannes Withart ratified the award under his signature, on condition that they should confirm by oath, what the good men or arbitrators have awarded. All which having been read by Burgomasters and Schepens and the abovenamed Albert Alberzen and his wife having been informed thereof and asked, if they well knew the tenor of an oath, reading such to them; and if it were their intention to take their oath therein, they answer Yes. And in conformity thereunto, they have taken the same at the hands of the H^r Officer. Burgomasters and Schepens therefore decree that the award shall stand good; approving and ratifying the same.

Friday, 14th Octob^r 1664 at one o'clock in the Afternoon having been sent for, appeared at this City Hall Pieter Tonneman, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer, Allard Anthony, Joannes de Peister, Jacob Kip, Jacques Cousseau, Isaack de Forest, Jeronimus Ebbinck.

Burgomasters reported, Governour Richard Nicolls had the evening previous informed them, that he should appear in person to administer

* A da. of Casper Verleth; her first husband was Johannes van Beeck; her second. Paulus Schrick, and on April 9, 1664, she married Wm. Teller.

the oath and with that view Burgomasters should summon to this City Hall the Magistracy of this City and some of the principal inhabitants. After which Governour Nicolls appeared in person with his Secretary at this City Hall, enquiring where Petrus Stuyvesant, Secretary van Ruyven and the preachers were? It was thereunto answered, it was not known that they should be sent for. To which the Governour Nicolls said, that they should be sent for. Who being invited they immediately came.

The Governour Nicolls requests of the present assembly to take the following oath:—

I swear by the name of Almighty God that I will be a true subject to the king of great Britain and will obey all such commands as I shall receive from his majesty, his Royall Highnesse James duke of Yorck and such governours, and Officers as from time to time are appointed over me by his Authority and none other whilst I live in any of his majesties territories. So help me God.

[Here follows in the original a translation of the foregoing Oath into Dutch.]

The preceding oath being read to the meeting by Governour Nicolls divers debates occurred thereupon by some of the assembly. Finally all in the meeting roundly declared that they could not take such oath, unless Mr. Nicolls should please to add to the said oath—*Conformable to the Articles concluded on the Surrender of this place*—as they feared by taking such oath they might nullify or render void the articles.

Then D^r Megapolensius and Secretary van Ruyven stated that they saw no impediment to taking such oath. Nevertheless divers words occurred over and hither thereupon; after which Governour Richard Nicolls finally departed with his secretary from the meeting. The assembly also then adjourned.

On the Tuesday following the Burgomasters went with the Treasurer's book of the City accounts to Governour Richard Nicolls, and placed the same in his hands together with the bond granted to the City by the late Director General and Council. After which divers debates arose on both sides in presence of Coll. Cartwright and M^r Thomas Willet regarding the oath, and then the Governour said, that the Commonalty were greatly distracted by some. Burgomasters thereupon declared, that they had no

knowledge thereof and persisted again that they could not take the oath before and until it was thereunto added—*Conformable to the Articles concluded at the Surrender of this place.* Whereupon the Governour exhibited and delivered to the Burgomasters the following writing:—

Whereas there is a false and Iniurious aspersion cast upon the Oath of Obedience to his Ma^{ty} his Royall Highnesse the duke of Jorck and the Governo^r and Officers appointed by his Ma^{ty} Authoriti and that some persons have maliciously sought to distract the minds of the Inhabitants of NeuJorcke by suggesting that the Artycles of peace so late and solemnly made signed and sealed were intended by that Oath to be made Null and of none effect, to the end that such wicked practises may not take the effect for w^{ch} they are designed and that all nou under his Ma^{ty} obedience as denizens of his towne, may be undeceived, and not give any longer credit to the disturbers of the peace of thie Government; I doe thinke fitt to declare that the Articles of Surrender are not in the last broken or intended to be broken by any words or expressions on the said Oath, and if any person or persons here after shall p'sunne to give any other construction of the joind Oath then is herein declared, I schal accompt hun or them disturbers of the peace of his Ma^{ty} subjects and procede accordingly, I doe further oppoint and order that this declaracōnd bee for thwith read, to all the Inhabitants and Registred: as also that every denizen under my Gouvernm^t doe take the said Oath who intend to Remane here under hie Ma^{ty} Obedience. Given under my hand this eighteenth day of Octob^r in the yeare of our Lord God 1664: was signed Richard Nicolls.

At the side stood: To the Burgomast^r and other the Magistrates of New Yorcke.

[Here follows a translation of the above into Dutch.]

This date 20th October 1664. In this City-hall assembled Pieter Tonneman, Paulus Leenderts vander Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer, Allard Anthony, Joannes van Brugh, Joannes de Peister, Hendrick Janzen vander Vin, Jacob Kip, Hendrick Kip, the Elder, Jacques Cousseau, Jeronimus Ebbinck, Govert Loockermans, Isaack de Foreest, Jan Vinge.

The proceedings which took place as well on the 14th October as

afterwards, and the writing of Governour Nicolls being read to the meeting, it was asked whether the aforesaid oath could not be taken, inasmuch as Mr. Nicolls stated in writing, that the articles of the surrender of this place are not broken in the least, nor intended to be broken? Whereupon it was universally resolved in the affirmative, provided the abovenamed Governour Nicolls shall seal his given writing. Then Mr. Tonneman says, he cannot give his advice thereupon as he intends to depart for Holland with the ship lying ready to sail.

Tuesday 25th Octob^r 1664: In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Joannes van Brugh, arrestant and pltf. v/s Cornelis Ryerzen, arrested and deft. Pltf. demands from deft. three hundred and ninety eight guilders seven stivers in beavers arising from board and freight in coming over with the ship, the *Roseboom* A^o 1663. Deft. says, he was much damaged, because the ship *the Roseboom* did not come out with the ship *the Eeckeboom*; such was promised, exhibiting to this effect a written bond of Gerrit Aarsen Fuyck. Pltf. says in reply, that the ship *Eeckeboom* must have gone out through the ice against the wind; exhibiting certain proof to that effect. Burgomasters and Schepens having heard parties and read the writings by parties produced, find that the ship *the Eeckeboom* must have run to sea thro the ice passage, and decree as Gerrit Aarsen Fuyck bound himself except stress and other misfortunes, that the deft. shall satisfy and pay to the pltf. the demanded sum, and declare meanwhile the attachment valid.

Mary Adriaanzen, wife of Jan Jurriaanzen Becker, pltf. v/s Joannes Withart and Jacob Vis, defts. Pltf. says, that the deft. Jacob Vis empowered her husband to prosecute the suit between him and Joannes Withart against Dirck van Schelluyne; which was done, and that Joannes Withart has attached the payment. She requests that the deft. shall be ordered to satisfy and pay her the costs accrued in the suit amounting to the sum of ninety guilders in zeawant. Deft. Withart says, he is not indebted to her. Then he does not deny having seized the pay. Burgomasters and Schepens decree, as the debt arises from the suit, which the pltf's. husband prosecuted for the defts. that the pay shall be made from

what was attached. Therefore order the defts. to satisfy and pay the pltf. therefrom.

Joannes de Witt, arrestant and pltf. v/s Joannes La montagne Senior, arrested and deft. Deft. in default. Pltf. demands, that the attachment shall be declared valid, until the deft. shall have satisfied him and paid six beavers. The W. Court declares the attachment valid.

Schout Pieter Tonneman, pltf. v/s Joannes Withart, deft. Pltf. says, he was insulted, affronted and illtreated by the deft. in the presence of more than twenty persons with abuse as a rogue, villain, cheat, swindler and dishonest person; further threatening that he shall meet him, when together in the ship and they arrived *in Patria*, pushing and shoving him; demanding as he ought not suffer such, that deft. shall be condemned to repair the injury honourably and profitably—honourably, by begging with uncovered head and on bended knees forgiveness of God, justice and him, who is injured, and acknowledging that he is heartily sorry for it; profitably, by paying a fine of twenty five beavers, to be applied as is proper; inasmuch as he is willing to declare on oath that he would not suffer such insults for such a sum; nay for any worldly wealth, and that the deft. shall remain so long imprisoned in this City Hall, until he shall have satisfied and paid the condemned monies or beavers: all with costs. Deft. denies having said such injurious words, but says he has as much to say as Tonneman in private. The W. Court order the Officer to prove within the time of twenty four hours, wherein he has been injured by the deft.

Joannes de la Montagne, Senior, pltf. v/s Joannes Withart, deft. Pltf. demands from deft. twenty beavers according to award of arbitrators in the case in question between him and the deft. Deft. admits something to have been settled by arbitrators between him and the pltf., then says he does not know for how much and requests copy of the demand to answer thereunto at the next Court day. Burgomasters and Schepens decree, as the deft. says, he does not know for how much the case in question was settled, that the pltf. shall have to prove for what and for how much.

Schepen Nicolaes de Meyer, arrestant and pltf. v/s Nathaniel Britten, arrested and deft. Pltf. says, that the deft. executed an obligation in his favor for Albert Albersen ter Heun for the sum of fourteen hundred

guilders in sewan due in the month of April or first of May A^o 1665,* saying that he did so whilst drunk; demands, therefore, that he shall have to declare the same valid: further complains to have been slandered by the deft., by whom he was abused as a rogue and cheat; saying, Come out; drawing out his knife and scratching with it, which he can prove. Deft. admits that he signed the obligation; then says he does not know, if he did so according to the conditions of the deed of sale of the land bought by the abovenamed Albert Albersen: also, the time for the payment is not elapsed, and the obligation is payable, when he shall have got the valley purchased in addition. Burgomasters and Schepens decree, that deft. shall declare the obligation to be correct or prove the contrary within fourteen days.

Hendrick Hugen, pltf. v/s Kier Wolters, deft. Both in default.

Seletje Arens, pltf. v/s Freryck Flipzen, deft. Deft. in default.

Claas Didelofzen entering requests execution of the judgment, which he obtained in date 18th October last against Frerick Flipzen, with costs. The Marshal is ordered to put these in execution, with costs.

The Officer Pieter Tonneman demands execution of the judgment, which he has obtained in date 11th Octob^r last against Joannes Withart. The Marshal is ordered to execute these.

Jacobus Vis entering demands, that the Court appoint another in the stead of Joannes de Witt for the arrangement of the matter in question between him and Anneke Rysen. The W: Court persist in their appointment dated 11th October last.

Tryntje Wessels, widow of Jan Rutgerzen Moreau, entering complains, that she can not get any money from Claas van Elslant, the younger, and is not able to have him imprisoned. Burgomasters and Schepens order Claas van Elslant, the younger, to satisfy and pay the abovenamed Tryntie Wessels according to judgment between this and the next Court day, on pain of the loss of his office.

* Albert Albertsen Terhune, a ribbon weaver, leased the Nyack tract in the Town of New Utrecht, L. I., in 1657. In consequence of Indian alarms, the people on outlying farms were ordered to remove to villages. Declining to obey this order, because he was only a lessee of the farm, Terhune was brought before the Director and Council Aug. 19, 1660, and fined 50 fl. In the preceding June he had purchased a farm in Amersfoort (Flatlands) from Jacob Steendam, but this purchase was annulled. He removed however in 1665 to that town, where the land above referred to was lying.

On the petition of Joannes Withart, apostilled—Whereas the annexed petition is not signed, no disposition is made therein.

Stoffel Mighielzen requests by petition to have the office of Crier back again. Apostille:—Petitioner's prayer is granted.

Jacob Kip and Gerrit van Tright reply to Arent Jansen Moesman; and Laurens de Sille replies to Cristyna Steentgens and the curators of her estate. Apostille: The W. Court order copy to be furnished to party to rejoin thereunto at the next Court day.

Arent Juriaansen Lantsman, a prisoner for rioting, disturbance and noise, committed at night in his house, entering, the Officer concludes, that the prisoner shall be condemned to be brought to the place, where justice is usually executed and there be fastened to a stake with rods hanging around him, and banished beyond this City's jurisdiction; further that the gun be confiscated, with which he threatened to shoot the first, who should arrest him for his perpetrated fault; with the costs of suit. The prisoner answering to the Officer's conclusion says, he is ignorant of what he did as he was drunk; praying forgiveness. Lodowyck Pos and his wife, parents of the prisoner's wife, also appearing and having heard the demand and conclusion of the Officer, say do not expect, that it will come to that and intercede for him as they hope, he will amend. The W. Court having considered the demand and conclusion of the Officer also the intercession of the prisoner's parents, condemn Arent Juriaansen Lantsman to beg forgiveness of God, justice and his parents, and to pay to the Officer Pieter Tonneman the sum of fifty guilders with costs of Court, further promising to do so no more, and to remain imprisoned until he shall have satisfied and paid the aforesaid judgment.

The W. President of Burgomasters and Schepens does hereby de novo appoint Nicolaas Verlett and Joannes de Peister, old Schepen of this City, as arbitrators or good men over the matter in question between Jacob Vis and Anneke Rysens, last widow of Solomon La Chair dec^d, to take up the case in question in presence of Schepen Isaack Grevenraat, to hear and examine parties on both sides; to discuss and decide the case; further to endeavour to reconcile parties if possible; if not to report their award to the Court. And Jacob Vis is ordered to produce before the arbitrators aforesaid what he has to bring in on pain of nonsuit.

Done N. Jorck situate on the Island of Manhatans, the 28th Octob^r, Old Style, 1664.

Tuesday, the First Novemb^r 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat.

Joannes de Witt, pltf. v/s Joannes de la Montagne, Senior, deft. Defts. second default. Pltf. demands from deft. payment of six beavers, saying he prosecuted at the last Court day the attachment against his person and that the deft. has departed. Burgomasters and Schepens decree, that deft. shall be ordered, by a legal letter to be written to him by their Secretary, to satisfy the pltf. or to send an attorney to defend his cause, or that the case shall be proceeded with.

Schout Pieter Tonneman, pltf. and arrestant, v/s Nathaniel Britten, arrested and deft. Deft. in default. Defts. wife appearing states, that her husband injured his leg and therefore cannot come, and that she was present, when the difficulty happened to Schepen Nicolaas de Meyer. Burgomasters and Schepens declare the attachment valid.

Freryck Flipzen, arrested and pltf. v/s Immetje Evers, arrested and deft. Deft. in default. Pltf. demands in writing, as he has hurt his foot, that the deft. shall satisfy and pay him seventy two guilders and seventy two planks and that meanwhile the attachment shall be declared valid. Burgomasters and Schepens declare the attachment valid.

Pieter Cornelizen the Swede, pltf. v/s Bastiaen the Wheelwright, deft. Pltf. demands from deft. two hundred and thirty guilders for an ox sold him. Deft. says, he bought the ox on time and that pltf. spoke to him in presence of two neighbours before the coming of the English and asked, whether he would pay for the ox or return it, on paying the hire of the same, demanding eighty guilders and he brought him back the ox. Pltf. admits it and asked eighty guilders for the hire and that the deft. offered four skepels of rye. Burgomasters and Schepens refer the case in question to Cousyn Gerrisen and Focke Jans, arbitrators, to hear and decide their question and difference, to examine the same, to award what the deft. shall have to give for the use of the ox, and to endeavour to reconcile parties; if not, to report their award to the Court.

Seletje Arens, pltf. v/s Frerick Flipzen, deft. Deft. having hurt his

foot and being unable to appear demands in writing, that the case in question between him and the pltf. shall be referred to arbitrators. Burgomasters and Schepens refer the case in question to Joannes van Brugh and Jeronimus Ebbinck, both old Schepens of this City, to hear parties touching their differences, to examine them, to debate and decide the case, to endeavour to reconcile parties if possible; if not to report their award to the Court.

Eghbert van Borssum, pltf. v/s Frans Janzen van Hooghten, deft. Deft. in default.

Skipper Jan Bergen, pltf. v/s Jamis Daidts, deft. Deft. in default.

Nelis Matthyzen, pltf. v/s Denys Isaackzen, deft. Deft. in default.

Tryntie Wessels, widow of Jan Rutgers Moreau and Claas van Els-lant, the younger, entering produce their a/cs on both sides, which they have against each other. Burgomasters and Schepens refer the matter in question to Andries Clasen and Cornelis Jans Clopper to take up parties' a/cs on both sides, to hear parties and to examine their a/cs on both sides, to discuss the matter and determine it, and further to endeavour if possible to reconcile parties; if not to report their award to the Court.

Joannes Withart requests by petition, that in place of Schepen Nicolaas de Meyer and Joannes de Peister, the Court may appoint two others to take up the matter in question between him and Jacob Vis, pursuant to order dated 18th Octob^r last; inasmuch as the abovenamed de Meyer and de Peister will not do any thing therein. Apostille: The W. Court appoint in place of Schepen Nicolaas de Meyer, Schepen Tymotheus Gabry.

Cristina Steentgens, last widow of Gabriel de Haas, and the curators of his estate, rejoin to Lauwrens de Sille; Arent Jansen Moesman also rejoins to Jacob Vis and Gerrit van Tright in quality of attorney of Mighiel Janzen Muyden. Order on both rejoinders: The W. Court order copy to be furnished party and parties on both sides are ordered to desist from further production, to exchange their papers with each other, and to produce their deduction and principal intendit by the next Court day.

Lysbet Cornelis, last widow of Gerrit Hendricksen van Harderwyck, appearing requests a certificate from the Court, that she disclaimed the whole estate left by her deceased husband and that all her own property

is taken away by the curators thereof. The Court order, that if she have any thing to say, to summon the curators for the next Court day.

Jan van Gelder appointed by the late D^r General and Council of N. Netherland in date 29 Novemb^r 1663 curator, with Claas Gangelofzen Visser, of the estate, left by Pieter Jansen van Gluckstadt, appearing requests as the abovenamed Claas Jansen Visser is gone to Curaçao, that another may be appointed in his stead. On which aforesaid, order is made: Pieter Wolferzen van Couwenhoven is hereby authorized and qualified by Burgomasters and Schepens of this City pursuant to the within acte, as curator, in the stead of Claas Gangelofzen Visser, gone to Curaçao. Done etc.

Burgomasters and Schepens resolve to farm the Burgher excise of beer and wine, also that on all cattle slaughtered for consumption within this City, and that the farming shall take place on Tuesday next, being the eighth of this month of November, and for this purpose order their Secretary to write and affix notices.

This day 2nd November 1664 appeared before me Joannes Nevius, Secretary of the City of N: Yorck, situate on Manhattans Island, Jamis Daidt giving notice that he appealed to the Hon: Governour Richard Nicolls from the judgment dated 27. September of this year pronounced against him by the W. Court of this City between him and Isaack de Foreest. Done N. Jorck: ady as above.

LETTER TO JOANNES DE LA MONTAGNE.

Mons^r de La Montagne,

Whereas Joannes de Witt summoned you before the Court of this City on the 25th Octob^r last, Old Style, attaching your Honor's person, and prosecuted the summons on the next Court day following, which was on the first of November; on which your Honour did not appear, neither on the first summons nor on the second, to hear such demand as he should institute against you, to wit payment of six beavers, therefore your Honour is hereby notified in the name of the Court above named to pay the aforesaid Joannes de Witt the six beavers or to appear in person or to send an attorney to defend your suit in whatever you have against it; otherwise the case through neglect shall be proceeded with as is fit. Herewith closing they commend you to God's mercy. (Under stood) By Order of the Court of the City of N. Yorck, situate on the Island

Manathans. Was signed Joannes Nevius Secretary. At the Side stood. Done N: Jorck, situate on Manathans Island the first Novemb^r 1664.

Tuesday, 8th Novemb^r 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat.

Schout Pieter Tonneman, pltf. v/s Eghbert Meinderzen, deft. Pltf. demands from the deft. twenty four guilders for four persons, whom he found drinking at defts. house on Sunday during the preaching. Deft's wife appearing says, that four Englishmen came to her house demanding a drink of beer for their thirst, which she refused them, saying if the Schout come he would fine her, as she could not tap on Sunday during the preaching; whereupon they said they were very thirsty and will be guarantee against the trouble, and that Jan van Gelder and Jacob Vis are acquainted therewith, whom for this purpose she has summoned as witnesses. Burgomasters and Schepens condemn deft. in a fine of twelve guilders payable to the pltf.

Schout Pieter Tonneman, pltf. v/s Jamis Daidts, deft. Pltf. says, he found four persons drinking at defts. house last Sunday about ten o'clock, during preaching; concludes for a fine of four and twenty guilders, with prohibition of six weeks trade. Deft. says, no club was sitting and he did not tap within doors, but sold his drink by the can and small measure out of doors and treated some friends. The W. Court condemn the deft. in a penalty of twelve guilders payable to the Officer.

Abel Hardenbroeck, arrestant and pltf. v/s Jan the baker, arrested and deft. Deft. in default. Pltf. says, he has attached the defts. person and goods on a/c of rent, whilst he dwelt in his house. Requests that the attachment shall be declared valid, with costs. The W. Court declares the attachment valid.

Nelis Matthysen, pltf. v/s Denys Isaacksen, deft. Pltf. says, that deft. bargained with him for some timber for the sum of fifty five guilders, demanding the half thereof. Deft. says, he bargained for the timber for skipper Claas Gangelofzen Visser, and he had spoken to him whilst here; also, he has not delivered the timber either at its proper time nor of the right measure. Burgomasters and Schepens having heard parties, refer the matter in question as to the delivery of the timber according to con-

tract, to Frans Jansen van Hooghten and Sybrant Jansen Galma to hear parties hereupon, to decide the case and to give their opinion hereon, according to which award the deft. is ordered to satisfy and pay the pltf.

Stoffel van Laar, arrestant and pltf. v/s Walter Salter, arrested and deft. Pltf. produces an a/c ag't the deft. of eleven skepels of wheat, eleven pounds of butter and nine pounds of tobacco, whereon he says he received forty one guilders, fifteen stivers and a half in seawan. Deft. demands particulars of a/c of every thing in form. The W. Court order the pltf. to furnish deft. an a/c of all particulars in due form, and then refer the matter in question to M^r Balthazar de Haart and Hendrick Obe to take up the a/c, to hear parties on both sides, to examine the same, to discuss and decide the case, and endeavour to reconcile parties if possible; if not to report their award to the Court.

Eghbert van Borssum, pltf. v/s Frans Janzen van Hooghten, deft. Pltfs. wife appearing demands from deft. payment of the second year's earned wages of her two children namely Barent and Hendrick van Borssum according to contract entered into with him. Deft. says, the lost time being counted, the time has not yet expired, and whenever they shall have served it, he shall then pay them. The W. Court order deft. to satisfy and pay the pltf. for the second year's earned wages of her two abovenamed children, on condition that the said Barent and Hendrick van Borssum shall serve out the lost days in full according to contract.

Skipper Jan Bergen, pltf. v/s Jamis Davidts, deft. Pltf. demands from deft. three hundred and forty guilders two stivers in beavers for freight of his goods. Deft. says, he suffered damage in the goods. Pltf. says, it was settled by arbitrators, exhibiting the *acte* thereof. Deft. says, he is not satisfied with the award and says he reserves his *acte*. The W. Court condemn the deft. to satisfy and pay the pltf.

Balthazar de Haart, pltf. v/s Freryck Hendrickzen Kuyper, deft. Pltf. demands from deft. thirty seven and a half guilders for a half years rent due, and told defts. wife to vacate the house. Deft. says, he hired from people gone to Holland and paid them. Pltf. replying says, that the deft. has promised to pay him the rent. Deft. denies it. The W. Court condemn the deft. to satisfy and pay the pltf.

Jonas Barteltzen, Farmer of the Great Excise on wines consumable by the tapsters and tavernkeepers within this City, pltf. v/s Hendrick

Obe, deft. Pltf. concludes in writing, that deft. shall be condemned in a fine according to placard for the wines laid in by him and not entered, according to depositions; consisting of one item—a barrel of brandy of four and twenty quarters and four hogsheads of French wine and that the said wines shall be confiscated; with costs accrued and to accrue herein. Deft. says, the hogshead of brandy was sent from Holland for him, and the Beer Carriers were charged to get a permit for the hogshead of wines, bought from Thomas Molegraaff and as to the other hogsheads he told the pltf., he should pay him, when the excise be due, and does not tap to every one and lodges strangers; maintains therefore he is not obliged to pay the full excise and requests copy of the depositions. The Officer declares himself associate with the other party to the termination of the case. Burgomasters and Schepens having heard parties condemn the deft. to pay the pltf. the full excise on the wines laid in and not entered, with costs of clerk hire.

Jacob van Couwenhoven, pltf. v/s Jacob Vis, deft. Pltf. again demands from deft. a/c, proof and reliqua of the beer brewed in company with him, pltf. and Joannes Withart, saying that an a/c without signature was furnished him, which was considered waste paper; therefore returned. Deft. requests an end of the matter, the rather to be quit of Joannes Withart. The W. Court order pltf. to summon Joannes Withart once more with Jacob Vis.

Freryck Hendrickzen Kuyper, pltf. v/s Huge Barenzen and Annetje Jacobs, defts. Pltf. says, that the defts. accused him and no one else, of having robbed Annetje Jacobs to the amount of the sum of forty guilders. Deft. Annetje says, no other person than the pltf. and his wife can come into the house. Deft. Huge Barens demands copy of the declaration to answer thereunto. Burgomasters and Schepens grant copy of the demand and order pltf. to prove on the next Court day that defts. accused him of theft.

Schout Pieter Tonneman, arrestant and pltf. v/s Elsie van Reuve-Camp, arrested and deft. Deft. in default. Pltf. demands the benefit of the default and that the attachment be declared valid. The W. Court declares the attachment valid.

Arent Isaacksen, arrestant and pltf. v/s Rut Jacobsen, arrested and deft. Deft. in default.

Albert Albertzen entering produces the judgment, which he has against Nicolaas Verlett and says he cannot receive any payment from him. The W. Court orders him to enter the Court Messenger's return on the judgment.

Lysbet Cornelisen, late widow of Gerrit Hendricksen van Harderwyck, entering with Hendrick Obe and Wernaar Wessels, curators of the estate of the abovenamed Gerrit Hendrickzen, requests that the W. Court be pleased by their interposition to direct the matter touching the estate left by her deceased husband and the creditors of said estate so that she, the petitioner, may be discharged and set free, inasmuch as she has conveyed the whole of the abovementioned estate to the curators, and renounced the same and publicly sold every thing except a few clothes appertaining to her body, so that no obstacle may remain, whereby her good intention to solemnize her approaching marriage may be superceded. The written petition being read to the aforesaid curators, they declare they have nothing to object to it, especially as the petitioner has offered at the Orphan Chamber to confirm by oath that she has honestly given up the entire estate left by the abovenamed Gerrit Hendricksen. Burgomasters and Schepens having considered the petitioner's request, heard the curators of the aforesaid estate thereupon, and having understood their consent, find the request consistent with justice, therefore allow the petitioner the following *Acte*. Whereas Lysbet Cornelis, widow of Gerrit Hendricksen van Harderwyck, has declared before the W. Court of this City in presence of the Curators of the estate left by the aforesaid Gerrit Hendricksen, that she has surrendered all the effects, whether debts, credits or chattels, left by the aforesaid Gerrit Hendricksen, renounced the same for the benefit of the creditors, and therefore prays, that she pursuant thereunto may be discharged from the aforesaid creditors, and no more troubled or applied to regarding the debts, and that an acte to this effect may be granted her; Therefore, the W. Court aforesaid have heard the said curators hereupon, who declare they have no objection thereto, especially as the abovenamed Lysbet Cornelis has, before the Orphan Masters of this City, offered to confirm by oath, that she surrendered all in good faith and honestly, without concealing any thing, therefore all and every one, whoever they may be, who may maintain or think they have any action or claim against the estate aforesaid,

are requested not to trouble or apply to the said Lysbet Cornelis about any debt contracted by her abovenamed deceased husband, as she has previously desisted from and renounced every thing, which is sold by the curators for the benefit of the creditors. Done N. Jorck, situate on the Island of Manhattan the 8th Novemb^r Stilo Vetery, 1664.

Walewyn vander Veen entering states, he has learned that S^{ie}ur Cousseau endeavours to put an execution on him on account of a suit gained on a bill of exchange; exhibiting a contract of marriage between him and his wife; requesting that in virtue thereof the execution may be stopped or prevented, inasmuch as the community of property is expressly excluded therein. Further to have fourteen days time to arrange the matter relative to the bill of exchange, to see meanwhile about coming to an agreement; if not that as he intends to depart hence to Holland, he may not be prevented from his journey as he shall endeavour to satisfy the creditors in Holland. The Court having seen the contract of marriage between Walewyn van der Veen and Elisabeth Meersman his present wife, made and executed before the Notary Jan Volckarsen Oly and witnesses dated 18 April 1654: in which community of property between them both is expressly excluded, Burgomasters and Schepens therefore notify Jacques Cousseau not to seize the property of the abovenamed Elisabeth Meersman in order to levy execution thereupon.

James Way entering requests, in virtue of authority from the Magistrates of New Town, payment from Hans Steyn of the sum of thirty five guilders due to one Willem Jansen deceased at Mispats Kill. Hans Steyn's wife also entering, says the money is ready and she is willing to pay, if she be freed from further claims. The W. Court having seen the Acte, decree, that Hans Steyn shall pay James Way the thirty five guilders, provided James Way shall give on receipt a certificate of the payment, and leave the acte of authorization in the hands of Hans Steyn.

The curators of the estate left by Solomon la Chair dec^d entering exhibit the a/c of said estate as sold, and say it is not worth the trouble to divide the monies proceeding from the goods sold; also that in the a/c of the goods sold are a few items of expences brought in not belonging to the estate in their opinion, but of little importance, exhibiting the items, but submitting the same to the judgment of the Court.

The attorneys of Mighiel Jansen Muyden entering represent, that

they must, contrary to their intention, institute a written suit against Arent Jansen Moesman, and that they were slandered by the scriveners on both sides, who introduced in the writings matter not concerning the case; and say if such should remain they must direct the case otherwise; requesting that the matter may be examined by arbitrators; also that the scriveners may be checked on account of their unseemly writings.

Tuesday, 22^d Novemb^r 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Schout Pieter Tonneman, pltf. v/s Denys Isaackzen, deft. Deft. in default.

Eghbert Meinderzen, pltf. v/s Jacob Kip and Gerrit van Tright, defts. Deft. Jacob Kip in default. Pltfs. wife appearing demands from deft. Gerrit van Tright twenty two guilders sixteen stivers saying, that he told her, he retained the monies against what he claims of her on a/c of Mighiel Muyden, and that she gave Mighiel Muyden a parcel of sewant in payment of an anker of anise, but knows not how much—but there was eighty guilders—for which she was not credited, but it was marked on the door in her house, which she can prove by Jan Adriaansen Duyvelant, who stands outside ready to appear. Jan Adriaansen Duyvelant entering and being heard hereupon declares, that he was at Mighiel Muyden's house and sat and wrote there a little before the departure of said Muyden in the *Purmerland Church*, and that Muyden said—that is Eghbert Meindersen's money, marked on the door behind, of which he immediately gave some to his people, but declares does not know how much. Deft. Gerrit van Tright exhibits an acc^t from Mighiel Jansen Muydens book, between him and the pltf., whereby it appears, that the pltf. is still indebted by balance to Mighiel Muyden eighty four guilders one and a half stiver, and as regard the a/c between them both says he has agreed with the pltf. for twelve guilders six stivers. Pltf. says, she has nothing to do against what her husband has done herein. Parties were ordered to bring their books, which being done, Burgo-masters and Schepens find, after they had duly seen and weighed every thing, also considered the declaration of Jan Adriaansen Duyvelant, that Mighiel Jansen Muyden shall still have to pay pltf. by balance the sum

of eleven guilders fifteen stivers, which the deft. was ordered to do in his quality of attorney.

Jacob van Couwenhoven, pltf. v/s Joannes Withart and Jacob Vis, defts. Pltf. again demands from the deft. a/c. proof and reliqua *in debita forma* of the beer brewed in company, according to contract. Deft. Joannes Withart produces the a/c signed by him herein, and says Jacob Vis is unwilling to sign also the same; whereupon Jacob Vis answers, that he has paid some expences incurred after date of the settlement by arbitrators between him and Joannes Withart, which are not in the a/c. and must be brought therein; he therefore could not sign: whereupon Joannes Withart replies that the produced a/c is conformable to what it was made by the arbitrators. Pltf. Jacob van Couwenhoven says, the a/c. signed by Joannes Withart and shewn to him, does not concern him in the least. Burgomasters and Schepens order the defts. to deliver to the pltf. within the term of fourtimes four and twenty hours specification of all the beer brewed in company according to contract in debita forma.

Joris Stevenzen, pltf. v/s Asser Levy, deft. Pltf. demands from deft. a calf of two years. Deft. says he does not know, why he owes it. Pltf. replies: he sold the deft. an ox for a cow and a calf. Deft. denies it; saying the pltf. made such contract with Hermen, the Serjeant. Burgomasters and Schepens having heard parties, decree, whereas the pltf. never sued the deft. or Hermen, the Serjeant, herein before, that the deft. shall deliver the pltf. a calf of four to five months.

Symon Janzen Romein, pltf. v/s Tomas Hall, deft. Pltf. as att'y of Jan Joukes demands from deft. according to his book, a hogshead of tobacco of three hundred and thirty pounds gross delivered to him, producing the book. Deft. says, he has not received the tobacco; demands proof and to whom delivered. Deft. is asked, whether he will declare on oath that he had not received the tobacco? Answers, Yes. But takes eight days time to recollect himself further, which was allowed him.

Hendrick Obe entering produces the judgment pronounced by the W. Court of this City dated the 8th of this month against him in the cause between him and Jonas Bartelsen for payment of excise of the wines laid by him, and says he laid in some wines not only to tap them, but to sell

again; requests therefore to know whether he shall have to pay more excise than on what he has tapped. Burgomasters and Schepens persist in their rendered judgment and decree, that he shall have to store the wines, on which he intends to trade not in the cellar under his house but elsewhere; and that he must strictly return the wine, he has tapped out.

Jonas Bartelsen, Tax master (Farmer) of the great excise of wine, entering exhibits the judgment, which he has obtained from the W. Court of this City against Hendrick Obe dated the 8th this month, with the return of the Court Messenger on the service of said judgment; requesting pursuant thereunto payment of the excise according to the aforesaid judgment.

Joannes Withart entering exhibits the award of the arbitrators in the case in question between him and Jacobus Vis, and says that the costs are taken up by the arbitrators. Jacob Vis also entering says the costs after date are paid and not in the a/c, which he gave in to the arbitrators. Jacob Vis is ordered, in the meeting of the Court, to exhibit his a/c herein by five o'clock in the afternoon.

Joannes Withart requests by petition, inasmuch as Joannes de Peister, who was appointed by the Court with Jeronimus Ebbinck to settle, in presence of Schepen Tymotheus Gabry the matter in question between him and Jacob Vis, will not attend the case nor have any thing to do with it, that another be appointed in his stead. Apostille: Burgomasters and Schepens decree, that those appointed herein mentioned shall settle the case or give reasons of refusal.

The Officer Pieter Tonneman requests, that another Officer may before his departure be chosen to succeed in his place at the next Court day, in order then to take his leave and to wish his successor luck in his place. Burgomasters and Schepens having considered the request resolve to invite the old Burgomasters and Schepens to meet them in this City Hall at three o'clock in the afternoon, to choose, in form of a common Council, an Officer in stead of Mr. Pieter Tonneman.

Schepen Nicolaas de Meyer exhibits a written declaration of some people of N: Uytreght, viz. Cornelis Beeckman and Jan Sely, to the effect that the obligation executed by Nathaniel Britten in his favor for Albert Albertsen ter Heun dated 9 May 1664 is correct, and that the abovenamed Britten executed the obligation whilst sober, without making

any exception thereto; requesting therefore that the W. Court shall declare the obligation valid. Burgomasters and Schepens having considered the declaration pronounce the obligation valid, inasmuch as the above-named Nathaniel Britten has not obeyed the order issued to him by this Court in date 25th Octob^r last.

Tuesday 22^d Novemb^r 1664: In the afternoon, at the City Hall. Present the Schout, Burgomasters and Schepens, as well in office as Old, except Allard Anthony and Jacob Kip.

The Assembly being formed as a Common Council is informed by the President for what purpose the meeting is called—to wit, whereas the Officer Pieter Tonneman has acquainted the Burgomasters and Schepens, that he intends to depart with the ship *the Eendracht* lying ready to sail, and therefore requests that another may be chosen in his place, therefore they are to nominate three @ four persons, which being done Allard Anthony is chosen as Officer of this City in place of Pieter Tonneman by plurality of votes and with the approbation of the Hon^{ble} Governour Nicolls.

Copy of a Letter written to His Royal Highness James Duke of York, by the Grace of God our most Gracious Lord, Health!

It has pleased God to bring us under your R. H's obedience wherein we promise to conduct ourselves as good subjects are bound to do, deeming ourselves fortunate that his Highness has provided us with so gentle, wise and intelligent a gentleman as Governor as the Hon^{ble} Colonell Nicolls, confident and assured that under the wings of this valiant gentleman we shall bloom and grow like the Cedar on Lebanon, especially because we are assured of his Royal Highness' excellent graciousness and care for his subjects and people.

The Schout, Burgomasters and Schepens of this City of New Yorck, on the Island of Manhattan, Your Royal Highness' faithful subjects and humble liegemen hereby request, that his Highness would be pleased to benefit and favor this place with the same rights and privilege, that his Majesty our King and most gracious Lord is conferring on all his subjects in England; that is, that ships of all nations may come and bring into England the products of their own country, and may sail thence thereunto back again free and without impost on condition of paying the King's

duty. But inasmuch as this place has been some years impoverished by onerous recognitions, which we have been, heretofore, obliged to pay, We, therefore, thro' regard for this our Commonalty and the prosperity of his Highness', our Most Gracious Lord's, lands in this Province, and not only for our, your Highness' humble loyal subjects eternal praise, but also as a general renown for his Royal Highness throughout all Christendom, pray that no more be paid here for five or six years than ships and goods pay, which come from other places out of England, or even from England to Boston or any places in New England or else go to their own countries, which being so long free of all burthens or at least paying but few, we doubt not but his Royal Highness will at the close of these years learn with hearty delight the advancement of this Province even to a place from which your Highness shall come to derive great revenues, being then peopled with thousands of families and great trade by sea from New England and other places out of Europe, Africa or America. And in order that every thing may be taken in hand with greater pleasure, zeal and courage, we respectfully request that all privileges and prerogatives, which his Royal Highness may please to grant this place in addition to those inserted and conditioned in the capitulation on the surrender of this place may be made known by Letters Patent from his Royal Highness and his Majesty of Great Britain our Lord, not only in the United Provinces, but also in France, Spain and other Hansa and Eastern places.*

Praying then his Royal Highness to be pleased to take our interest and the welfare of this country into serious consideration; and if his Highness would please to vouchsafe to write a letter to us, his dutiful subjects he will oblige us more and more to pray for his Royal Highness, our most Gracious Lord that God the Lord may spare your H. in long continued health and prosperity. We are and remain Your Royal Highness' dutiful subjects, Schout, Burgomasters and Schepens of this City. (Was signed) Cornelis Steenwyck; Lower stood—By order of the W! Schout, Burgomasters and Schepens of the City aforesaid; was signed Joannes Nevius Secret'. At the side stood—Done, New Yorck on Manhattans Island 1664. the 22^d November and was sealed with the Great Seal of this City impressed on Red Wax.

* "*Oosterse Plaatsen*," i.e. Ports along the Baltic.—Tr.

Thursday, 24th Novemb^r 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Nicolaes de Meyer.

The President states, that with the approbation of the Hon^{ble} Governour Nicolls, he had written the preceding letter to his Royal Highness JAMES, Duke of Yorck, which he could not communicate to the meeting before as his Honour had it with his letter, which he had written to the same his Royal Highness. He therefore communicates it this day, asking their opinion thereof. Whereupon all answer, 'Tis well.

It is further resolved and determined by the Assembly to farm both the Burgher excise on beer and wine and the excise on the slaughtered cattle to be consumed within this City's jurisdiction. For this purpose the Secretary is ordered to write notices and to have these affixed that the farming may take place on Wednesday next being the last of this month November at the house of Juffrouw Wessels at four o'clock in the afternoon.

Further resolved and determined to give notice to tapsters and tavernkeepers and those, who follow tapping that if they will continue their trade they must seek a license by . . .

Tuesday 29th Novemb^r 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Jacob Vis, pltf. v/s Joannes Withart, deft. Pltf. demands from deft. payment of the half of some black Amber bought in company with others, according to declaration produced thereof. Deft. answers in writing, that when the pltf. offered him the black Amber, he said he knew nothing about it; and if he were assured that it was good he would then take the half thereof. Also it may well have been, that he was drunk when he said he should take the half, but he never since spoke to him about the black Amber until now. Pltf. replying says, he spoke several times to him about it. Parties' arguments on both sides being heard, Burgomasters and Schepens decree that the deft. cannot excuse himself by having been drunk, but shall satisfy and pay the pltf. the half of the black Amber.

Joannes Withart, pltf. v/s Jacob Vis, deft. Pltf. demands that he

again; requests therefore to know whether he shall have to pay more excise than on what he has tapped. Burgomasters and Schepens persist in their rendered judgment and decree, that he shall have to store the wines, on which he intends to trade not in the cellar under his house but elsewhere; and that he must strictly return the wine, he has tapped out.

Jonas Bartelsen, Tax master (Farmer) of the great excise of wine, entering exhibits the judgment, which he has obtained from the W. Court of this City against Hendrick Obe dated the 8th this month, with the return of the Court Messenger on the service of said judgment; requesting pursuant thereunto payment of the excise according to the aforesaid judgment.

Joannes Withart entering exhibits the award of the arbitrators in the case in question between him and Jacobus Vis, and says that the costs are taken up by the arbitrators. Jacob Vis also entering says the costs after date are paid and not in the a/c, which he gave in to the arbitrators. Jacob Vis is ordered, in the meeting of the Court, to exhibit his a/c herein by five o'clock in the afternoon.

Joannes Withart requests by petition, inasmuch as Joannes de Peister, who was appointed by the Court with Jeronimus Ebbinck to settle, in presence of Schepen Tymotheus Gabry the matter in question between him and Jacob Vis, will not attend the case nor have any thing to do with it, that another be appointed in his stead. Apostille: Burgomasters and Schepens decree, that those appointed herein mentioned shall settle the case or give reasons of refusal.

The Officer Pieter Tonneman requests, that another Officer may before his departure be chosen to succeed in his place at the next Court day, in order then to take his leave and to wish his successor luck in his place. Burgomasters and Schepens having considered the request resolve to invite the old Burgomasters and Schepens to meet them in this City Hall at three o'clock in the afternoon, to choose, in form of a common Council, an Officer in stead of Mr. Pieter Tonneman.

Schepen Nicolaas de Meyer exhibits a written declaration of some people of N: Uytreght, viz. Cornelis Beeckman and Jan Sely, to the effect that the obligation executed by Nathaniel Britten in his favor for Albert Albertsen ter Heun dated 9 May 1664 is correct, and that the abovenamed Britten executed the obligation whilst sober, without making

any exception thereto; requesting therefore that the W. Court shall declare the obligation valid. Burgomasters and Schepens having considered the declaration pronounce the obligation valid, inasmuch as the above-named Nathaniel Britten has not obeyed the order issued to him by this Court in date 25th Octob^r last.

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Copy of a Letter written to His Royal Highness James Duke of York, by the Grace of God our most Gracious Lord, Health!

It has pleased God to bring us under your R. H's obedience wherein we promise to conduct ourselves as good subjects are bound to do, deeming ourselves fortunate that his Highness has provided us with so gentle, wise and intelligent a gentleman as Governor as the Hon^{ble} Colonell Nicolls, confident and assured that under the wings of this valiant gentleman we shall bloom and grow like the Cedar on Lebanon, especially because we are assured of his Royal Highness' excellent graciousness and care for his subjects and people.

The Schout, Burgomasters and Schepens of this City of New Yorck, on the Island of Manhattan, Your Royal Highness' faithful subjects and humble liegemen hereby request, that his Highness would be pleased to benefit and favor this place with the same rights and privilege, that his Majesty our King and most gracious Lord is conferring on all his subjects in England; that is, that ships of all nations may come and bring into England the products of their own country, and may sail thence thereunto back again free and without impost on condition of paying the King's

duty. But inasmuch as this place has been some years impoverished by onerous recognitions, which we have been, heretofore, obliged to pay, We, therefore, thro' regard for this our Commonalty and the prosperity of his Highness', our Most Gracious Lord's, lands in this Province, and not only for our, your Highness' humble loyal subjects eternal praise, but also as a general renown for his Royal Highness throughout all Christendom, pray that no more be paid here for five or six years than ships and goods pay, which come from other places out of England, or even from England to Boston or any places in New England or else go to their own countries, which being so long free of all burthens or at least paying but few, we doubt not but his Royal Highness will at the close of these years learn with hearty delight the advancement of this Province even to a place from which your Highness shall come to derive great revenues, being then peopled with thousands of families and great trade by sea from New England and other places out of Europe, Africa or America. And in order that every thing may be taken in hand with greater pleasure, zeal and courage, we respectfully request that all privileges and prerogatives, which his Royal Highness may please to grant this place in addition to those inserted and conditioned in the capitulation on the surrender of this place may be made known by Letters Patent from his Royal Highness and his Majesty of Great Britain our Lord, not only in the United Provinces, but also in France, Spain and other Hansa and Eastern places.*

Praying then his Royal Highness to be pleased to take our interest and the welfare of this country into serious consideration; and if his Highness would please to vouchsafe to write a letter to us, his dutiful subjects he will oblige us more and more to pray for his Royal Highness, our most Gracious Lord that God the Lord may spare your H. in long continued health and prosperity. We are and remain Your Royal Highness' dutiful subjects, Schout, Burgomasters and Schepens of this City. (Was signed) Cornelis Steenwyck; Lower stood—By order of the W! Schout, Burgomasters and Schepens of the City aforesaid; was signed Joannes Nevius Secret^r. At the side stood—Done, New Yorck on Manhattans Island 1664. the 22^d November and was sealed with the Great Seal of this City impressed on Red Wax.

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Thursday, 24th Novemb^r 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Nicolaes de Meyer.

The President states, that with the approbation of the Hon^{ble} Governor Nicolls, he had written the preceding letter to his Royal Highness JAMES, Duke of Yorck, which he could not communicate to the meeting before as his Honour had it with his letter, which he had written to the same his Royal Highness. He therefore communicates it this day, asking their opinion thereof. Whereupon all answer, 'Tis well.

It is further resolved and determined by the Assembly to farm both the Burgher excise on beer and wine and the excise on the slaughtered cattle to be consumed within this City's jurisdiction. For this purpose the Secretary is ordered to write notices and to have these affixed that the farming may take place on Wednesday next being the last of this month November at the house of Juffrouw Wessels at four o'clock in the afternoon.

Further resolved and determined to give notice to tapsters and tavernkeepers and those, who follow tapping that if they will continue their trade they must seek a license by . . .

Tuesday 29th Novemb^r 1664. In the City Hall. Present the Heeren Pieter Tonneman, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Jacob Vis, pltf. v/s Joannes Withart, deft. Pltf. demands from deft. payment of the half of some black Amber bought in company with others, according to declaration produced thereof. Deft. answers in writing, that when the pltf. offered him the black Amber, he said he knew nothing about it; and if he were assured that it was good he would then take the half thereof. Also it may well have been, that he was drunk when he said he should take the half, but he never since spoke to him about the black Amber until now. Pltf. replying says, he spoke several times to him about it. Parties' arguments on both sides being heard, Burgomasters and Schepens decree that the deft. cannot excuse himself by having been drunk, but shall satisfy and pay the pltf. the half of the black Amber.

Joannes Withart, pltf. v/s Jacob Vis, deft. Pltf. demands that he

may lift under bail in accordance with the award of arbitrators the deft's money remaining in deposit with this City arising from the house sold by deft. to one Jan Meindersen in quality as attorney of Isaack Vermeulen; moreover, payment of three hundred and forty seven guilders sixteen stivers, also according to award of arbitrators due him personally. Deft. says, he has an offset a/c. requesting to bring the same which is allowed. Claas van Elsland, Court Messenger, entering says, Jacob Vis told him to acquaint the Court, that he cannot find the account; therefore will not appear again before the Court. Burgomasters and Schepens condemn deft. to satisfy and pay the pltf. the three hundred and forty seven guilders sixteen stivers as he has failed to produce his offset a/count; the pltf. may lift under bail the monies deposited.

Schout Pieter Tonneman, pltf. v/s Denys Isaackzen, deft. Defts. 2^d default. Pltf. demands sequestration of monies to the sum of thirty guilders in the case in question settled by arbitrators. The W. Court order the deft. to bring the money into the consignment of this City.

Jacob van Couwenhoven, pltf. v/s Joannes Withart, deft. Pltf. again demands a/c, proof and reliqua in due form of the brewed beer. Deft. says, he shewed the a/c to arbitrators and offered the pltf. his book, in which he had entered every thing. Pltf. says, the a/c exhibited to arbitrators does not concern him, and demands as the deft. intends to leave, that the goods left with him in pawn, to wit—a costly ring and also another ring; a costly coverlet, and a piece of cloth may not be alienated, but that the same may be placed in the hands of his attorney or in the hands of the Court, until the a/c between them both shall be regulated. Burgomasters and Schepens decree, that the deft. shall have to render pltf. an a/c of every thing concerning their partnership in the brewed beer, and further that the specified goods which he has of the pltf's in pawn shall in case of departure be placed in the hands of his att'y, who also shall give the pltf. herein a writing signed by him, that he has received such goods from the deft. not to be alienated to any other person and to be returned back to him whenever the a/c between him, the deft., and the pltf. shall be liquidated and settled.

Abel Hardenbroeck, pltf. v/s Jan Frys, deft. Defts. 2nd default. Pltfs. wife appearing states, that they had hired their house to the deft. who has not remained during the time of the lease, but departed without

paying them; and that the English damage the house now lying empty so that they do not know, whether they can re-let the house. Burgomasters and Schepens decree, that the pltf. may relet his house.

Jacob Kip, pltf. v/s Joannes Withart, deft. Pltf., as attorney of his father in law Joannes de la Montagne senior, demands from deft. thirty seven guilders in beavers balance of twenty beavers according to award of arbitrators. Deft. says, he has suffered great vexation from the abovenamed Joannes de la Montagne and the Commissaries of the Town of Beverwyck, demanding for the damage suffered thereby and for the property taken out of the house, according to a/c. the sum of six hundred and twenty two guilders ten stivers in sewant and no award has been given, as to how much he should give. The W. Court condemn the deft. to pay, before he departs, to the pltf., in the quality in which he acts, the 37 gl. in beavers balance of the twenty beavers according to award of arbitrators, and if he have any claim against the abovenamed Montagne or Commissaries, he can institute his action in the premises, wherever he thinks proper.

Joris Stevenzen, pltf. v/s Asser Levy, deft. Pltf. produces a declaration of Gysbert Elbertsen, who states, that he heard, that the pltf. had said to the deft. Asser, I hold you for the man; and that Asser thereupon answered, 'Tis well, I shall manage, so that you obtain a calf. Deft. says, he does not know the man. Burgomasters and Schepens persist in their rendered judgment.

Schout Pieter Tonneman, pltf. v/s Ambrosius Weerham and his wife, deft. Deft. in default.

Freryck Gysberzen van den Bergh, pltf. v/s Pieter van Couwenhoven, deft. Deft. in default.

Freryck Gysberzen van den Bergh, pltf. v/s Hendrick Janzen van der Vin, deft. Deft. in default.

Freryck Gysbersen van den Bergh, pltf. v/s Marten Hofman, deft. Deft. in default.

Balthazar de Haart entering exhibits an obligation executed in his favour by Robbert Loveland, requesting that the goods contained in the obligation and remaining with him at the aforesaid Loveland's charge may be inventoried by arbitrators and as the obligation is long since due, he may sell the above goods, to obtain his pay therefrom according to

obligation. Burgomasters and Schepens grant Balthazar de Haart permission to have the goods mentioned in the above written obligation and remaining with him at Robert Loveland's charge, inventoried by the Secretary Nevius in presence of Schepens Isaack Grevenraat and Nicolaas de Meyer; but direct that the same be not sold before the first of March, 1665, and before the aforesaid Loveland shall be notified by the Court, where he lives, that the goods remain with pltf. at his charge and to pay him for the same according to obligation, or that they shall be sold at his expence.

Anneke van Borssum entering demands execution of the judgment, which she has obtained on the 9th Novem^{br} last against Frans Jansen van Hooghten, with costs. The Marshal is ordered to put these in execution with the costs to accrue herein.

The curators of the estate left by Solomon La Chair dec^d entering request to know, what disposition has been made of their produced a/c. Whereunto was answered, Nothing yet; and as the a/c is mislaid, it shall be looked up, and attention then paid to the matter.

Arent Jansen Moesman requests by petition, that the attorney of Mighiel Jansen Muyden shall be ordered to exchange papers with petitioner within 24 hours to be produced a few days after. Apostille: At petitioner's request the attorney of Mighiel Muyden shall be ordered to exchange within thrice 24 hours the papers of the suit herein mentioned, and parties are to produce their papers and principal intendit by inventory on the next Court day.

Jacob Kip and Gerrit van Tright, attornies of Mighiel Janzen Muyden, entering represent, that their scrivener in the suit is at one time unable and at another time unwilling to write further in the suit between them and Arent Jansen Moesman, and that in consequence of the aspersions thrown at him by the scrivener of Moesman. They therefore request, that the case should be argued viva voce before the Court or before arbitrators appointed by the Court thereunto, to be thus brought to a speedy conclusion. Jacob Kip and Gerrit van Tright are hereby ordered by the W. Court of this City to exchange within three times four and twenty hours with the aforesaid Moesman their papers, vouchers and documents which they intend to produce in the suit with and against Arent Jansen Moesman and to produce the same by the next Court day.

Whereas the attornies of Mighiel Jansen Muyden represent to the Court of this City, that the Notary Mattheus de Vos, their scrivener, in the suit with Arent Jansen Moesman, is unwilling to act any further, or to trouble himself any more with this case, therefore the Court aforesaid hereby order the abovenamed Mattheus de Vos to proceed to the completion of the aforesaid suit.

Gerrit Hendrickzen van Rys requests by petition to be excused from the payment of his Burgher-right, as he has not brought any goods for himself. Apostille: Although this is not signed yet for shortness of time let it serve for apostille—Burgomasters and Schepens decree, that the petitioner shall have to pay his Burgher right.

The Schout Pieter Tonneman communicates in writing his retirement from the Bench of Burgomasters and Schepens, requesting, First—a certificate, that he has done and performed to the best of his power, his duty according to circumstances, the spirit of the inhabitants and the constitution of this country. Secondly, that the sentences and judgments obtained and conclusions argued *ex officio* in his, petitioner's, time may have effect as well now, as when he shall have departed, and that those to whom he, in his absence, shall leave power and authority, may obtain for the same short and quick justice, even as if he were present. Thirdly, he requests his *Salarium* and yearly monies, earned up to date, *ex officio* and on account of his services from the W: Burgomast^r concerning this point only, that he may collect as much as possible in order, the rather, to settle what he may be here and there in arrears and what may remain unpaid, he requests a clear and correct settlement signed by the W: Burgomast^r and sealed with their City seal, so as to be made use of by him as occasion may present, and he the petitioner may think proper.

APOSTILLE.

To the First, To the Schout shall be delivered an acte, wherein Burgomasters and Schepens thank him.

Secondly, That all agreements and judgments obtained heretofore by him shall have full effect as if he continued here himself in person and office.

Thirdly, Regarding the years money, it is impossible at present to pay any thing, the City being burthened with many heavy debts, but care

shall be taken by the first opportunity, that an account be delivered to him in due form under the City seal.

Tuesday, 6th Dec^r 1664: In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Paulus Leenderzen van der Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

George Baxter, pltf. v/s Cornelis van Ruyven, as Receiver of the Company's Revenues, deft. Pltf. says, he has attached the Company's houses, for that the Company owes him according to account, exhibiting the same, the sum of fl. 1278: 5: 10. The deft. in quality as aforesaid, says he does not pay any thing except by order of Mr. Stuyvesant, especially no doubtful items, such as this is; as the pltf. being a servant of the Company rebelled in the beginning of the year 1655 against the High and Mighty Lords States and said Comp^y, raised up tumult and sedition in the village of Gravesend and there erected the arms of the Commonwealth of England. Pltf. having understood the answer, says, divers times, 'T is a lie: and as such unmannerly speeches before the Bench are not tolerated, the W. Court decree, that George Baxter before saying any thing further of the case in question, shall pay six guilders in sewant for the benefit of the poor, which he was ordered to do. Thereunto he answers, first; that he will not do it; saying, then, afterwards—I have no money with me now. To this is answered, to give order to some one to pay. But finally saying, I will not; I shall certainly find you. George Baxter re-entering, excuses himself, promising to pay the six guilders to the poor. The Officer Allard Anthony undertakes to sue him for it.

Joannes Withart, pltf. v/s Jacob van Couwenhoven, deft. Pltf. exhibits an a/c between him and the deft. partly relating to the beer brewed in company, whereby the deft. remains by balance of a/c indebted fl. 650. 6. and fl. 677. 8. to him personally in beavers, saying he cannot render any other a/c regarding the brewed beer, and every item in the beer book, when they dissolved the brewery, was closely examined for several years by the arbitrators. Also, Jacob Vis is bound, as well as he to render a/c.; offering the beer books to the deft., in which deft. can see every thing according to his pleasure. Deft. says, he places the case in the hands of the Court. Burgomasters and Schepens persist in their last

rendered judgment and order pltf. to obey the same within twenty four hours from date, on pain of imprisonment.

Jacob Kip and Gerrit van Tright, pltfs. v/s Freryck Flipzen, deft. Pltfs., as attorneys of Mighiel Jansen Muyden, demand from the deft. seven hundred guilders in seawant according to contract. Deft. says, he paid over eight guilders last year. The W. Court order deft. to satisfy and pay pltfs. in the quality in which they act.

Asser Levy, arrestant and pltf. v/s Joost van der Linde, arrested and deft. Both in default.

Mighiel Tades, arrestant and pltf. v/s Joost van der Linde, arrested and deft. Both in default.

Anneke Kocks, arrestant and pltf. v/s Elsie van Reuve Camp, arrested and deft. Both in default. But the deft. appeared afterwards and excused herself.

Lambert Barenzen, arrestant and pltf. v/s Barent Hoels, arrested and deft. Both in default.

Hendrick Hendrickzen van Erlangen, pltf. v/s Jan Smedes, deft. Deft. in default.

Pieter Nys, pltf. v/s Pieter van Couwenhoven, deft. Deft. in default.

Willem Wilkes entering states, that he must yet have from Reinier the baker two beavers balance, and demands the same with costs. The Court orders the Officer to go with Willem Wilkes and recover payment from Reinier Willemsen, baker, with costs.

Joannes Withart, as attorney of Isaack Vermeulen, entering requests that he may lift, under bail *de restituendo*, Jacob Vis' money remaining in consignment of this City, in payment, according to award of arbitrators of the sum of six hundred and eighty guilders, five stivers and a half. Symon Jansen Romeyn also appears, who declares himself bail as principal in the premises, promising, should it hereafter appear, that Joannes Withart is not entitled to the aforesaid monies and remains in default of restitution, to satisfy and pay the aforesaid fl. 680: 5½ under bond according to law.

Pieter Tonneman demands execution of the judgment, which he obtained on the 8th Nov^r of this year against Jamis Davidts. The Marshal is ordered to put these in execution.

Balthazar de Haart demands execution of the judgment, which he obtained on the 8th November last against Frerick Hendricksen, cooper, with costs. The Marshal is ordered to put these in execution with the costs accrued hereon.

Balthazar de Haart entering states, that pursuant to the order of the Court dated 29th Nov^r last, he had inventoried the goods sold to Robert Loveland; requesting preference thereon and that no other person shall have any right thereunto, but he alone. Burgomasters and Schepens decree, that Balthazar de Haart and no one else has any right to the inventoried goods, as he sold the same to the aforesaid Loveland and they are pledged by obligation to him for and to the payment.

Hendrick Aarsen Spaniard entering, and with him Nicolaas Verbraack, Hendrick Aarsen is notified, that according to obligation he must pay for his Burgher Right the sum of fl. 60. and in addition twelve guilders bridge-money. Whereunto he answers, he can pay nothing for the present time; and as the abovenamed Verbraack has bound himself by obligation for the payment of the sum aforesaid, to pay the same in default of payment by Hendrick Aarsen, Burgomasters and Schepens therefore order the abovenamed Nicolaas Verbraack to satisfy and pay unto the Treasurer of this City the aforesaid seventy two guilders.

Tuesday, 6. Novemb^r 1664: In the afternoon, at the City Hall. Present the Heeren Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Burgomasters and Schepens of the City of N. Yorck, situate on the Island Manathans, considered the exhibits, documents and papers used on both sides in the suit between Jacob Kip and Gerrit van Tright, as attorney of Mighiel Jansen Muyden, pl^{ts}., against Arent Janzen Moesman, de^{ft}. Pl^{ts}. demand from the de^{ft}. the sum of five hundred guilders balance according to award of arbitrators and in addition two hundred and ninety five guilders two stivers consisting of some items forgotten by the aforesaid Muyden in the a/c to be laid before the arbitrators. In opposition to which the de^{ft}. demands from the pl^{ts}., in the quality in which they act, a/c, proof and reliqua of the management and administration of his the de^{fts}. affairs by Mighiel Muyden; and further to exhibit to him and to leave with him for a reasonable time the books, registers

and papers appertaining hereunto or to bring these to a suitable place in order to have access to them. Burgomasters and Schepens having read all, and weighed and considered whatever may be material, find, that the pltf's., in the quality in which they act, say, that in the arbitrators award in the case in question between the aforesaid Mighiel Muyden and the aforesaid Arent Jansen Moesman some items to the sum of two hundred and ninety guilders, two stivers, were forgotten to be given in by Muyden, as aforesaid, to the arbitrators; that also, on the contrary the aforesaid Muyden also forgot to bring in something for the advantage of the abovenamed Moesman; that they therefore decree that parties on both sides shall have to regulate themselves by and adhere to the award of arbitrators dated the 26th Octob^r A^o 1663. and to be satisfied therewith, without the one reserving or retaining any thing against the other in this matter, and consequently dismiss the pltf's entered demand and taken conclusion, condemning them in the costs of this suit.

Tuesday the 13th Decemb^r 1664: In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer.

Burgomaster Cornelis Steenwyck, arrestant and pltf. v/s Ritzert Moor, arrested and deft. Pltf. says, he has attached the deft. on acc^t of tobacco remaining with him belonging to one Liefletheit; and whereas he has an obligation against the aforesaid Lieflethet amounting to the sum of six hundred and forty three guilders fourteen stivers, he demands that the deft. shall be ordered to satisfy and pay him from this aforesaid tobacco. Deft. exhibits a written order from the aforesaid Lieflethet, saying he directed him, if the pltf. purchased all the tobacco, he should have it credited on the a/c and cancel the writing, and not purchasing all, to give him no tobacco; then to say to him that he should come and pay him himself; acknowledging that he has the tobacco in his vessel, but has no order to pay the pltf. The W. Court order deft. to satisfy and pay the pltf. from the tobacco, which he has of Lieflethet on hand, the attachment remaining meanwhile valid.

Jan Coo, pltf. v/s Abraham Verplanck, deft. Pltf. says, there is due him by obligation from Hermen Hendrickx sixty six guilders in beavers and thirty three guilders in seawant, producing the writing and that the

deft. had accepted to pay. Deft. says, he stated if Hermen Hendrickx did not pay in five months, that he then should arrange for the payment, and that Hermen Hendrickx was here in the meantime, to whom the pltf. did not speak; therefore requesting time until next April and if the aforementioned Hermen did not pay then he should pay. Burgomasters and Schepens condemn the deft. to satisfy and pay the pltf. the above written demanded sum in the month of April next, if Hermen Hendrickx meanwhile does not come down and pay the pltf. or make known, that he may have something against the passed obligation.

Frans Janzen van Hooghten, pltf. v/s Eghbert van Borssum, deft. Pltf. demands that defts. boys, who contracted to work for him shall serve out their time according to contract. Defts. wife appearing says, that the pltf. has not fully paid the boys according to contract and condemnation nor given the shoes and stockings he was to give; also the costs of suit. Burgomasters and Schepens having heard parties, order the pltf. to pay the boys according to contract and give the stockings and shoes with the costs of suit due on date 29th Nov^r last, while the boys are also ordered to serve out their time according to contract, together with days missed.

Frans Janzen van Hooghten, pltf. v/s Weintje Elbers, deft. Pltf. demands, that deft's son hired to work for him shall serve out the seventy six lost days. Deft. says, her son came to work and that the pltf. said to him, he had no work and sent him back. Pltf. admits, that defts. son had come to him to work, that he then said he had no work. Parties being heard, Burgomasters and Schepens decree, that Weintje Elbers may agree to pay the pltf. for her son's lost time at the rate he earned per day in that year, when he lost the aforesaid time, inasmuch as the pltf. admits, he refused the boy work.

Pieter de Nys, pltf. v/s Pieter van Couwenhoven, deft. Pltf. demands from the deft. one hundred thirteen guilders, 15 stivers in seawant. Deft. admits the debt promising to pay by New Year. The W. Court order the deft. to satisfy and pay the pltf. by New Year.

Tomas Appelgat, pltf. v/s Pieter Winster, deft. Pltf. demands from deft. sixty guilders balance of five hundred and forty guilders for a boat sold to Arien de Visser, defts. predecessor. Deft. says, the pltf. spoke to him before the arrival of the English ships for payment of one hundred

and sixty guilders, and he gave him two hats, one of three and the other of two and a half beavers, amounting to one hundred and ten guilders. Pltf. says, that the deft. gave him the hats for one hundred guilders. Parties being heard, Burgomasters and Schepens decree and order the deft. to give and pay pltf. the sum of fifty guilders.

Jacobie Jans, pltf. v/s Sara Sanders, deft. Pltf. in default.

Jacobie Jans, pltf. v/s Sara Schouten, deft. Both in default.

Jonas Bartelzen entering produces the judgments against Hendrick Obe dated 8th and 22^d Novemb^r with the return of the Court Messenger to the notice served of the judgments and a/c to the sum of fl. 346: 2: 8. excise and fl. 11: 11. costs, demanding execution of the judgment and payment with costs.

On the judgment, which Tomas Appelgat obtained in date 13th Decemb^r last against Pieter Winster the President of Burgomasters and Schepens ordered in date 1st Decemb^r as follows:—The Marshal is ordered to put these in execution with the costs accrued and still to accrue.

Saturday, 17. Decemb^r 1664: In the City Hall. Present the Heeren Allard Anthony, Schout; Tymotheus Gabry and Nicolaas de Meyer, Schepens and Committee.

Eving Saelsberry, Englishman, thirty five years old, appearing in Court has, on the requisition and demand of the Officer Allard Anthony, testified and declared, and is interpreted by S^r Balthazar de Haart, requested hereunto.

First, that the prisoner Tomas Fais has stolen from Capt John Schout [Scott] a sack with clothes and linen; also a tub with pewter.

Secondly, he, deponent, declares that he saw the abovenamed Tomas Fais dig up from under a tree a parcel of nails, also hinges and scythes, which he brought to another place.

Thirdly, he saw that he carried some carpenters tools under a hay cock.

Fourthly, that he found a bar of iron at a certain place on the land under the corn and the abovenamed Fais came to him saying, that he had hid some iron work and had found it again except a bar of iron, which he would have from him deponent, but he would not give it him, taking it along.

Fifthly, that the abovenamed Tomas Fais sold a saddle and bridle belonging to Capt Schott abovenamed; also that he offered to sell a parcel of powder in a little tub.

Sixthly, that the abovenamed Capt. John Schott demanded from him, Tomas Fais, a Bible taken from him which he at first denied having taken, then afterwards admitted it and returned the book.

All which he, deponent, affirmed under oath at the hands of the Officer abovenamed.

Besides the aforesaid, the abovenamed Eving Soulsberry declares, that he saw one morning early, one Henry Perry removing in Capt. Schotts car four barrels and one package with bedding, but where he carried it is unknown to him.

The prisoner Tomas Fais entering and heard hereupon, answers, on the First—that he carried the property to William Krenmer from Capt John Schott's mother.

2° He took and saved the nails from a glaziers bench; the hinges he got for his chest from Capt Schotts mother; he received the scythes from Capt. Schott himself according to conditions made with him in his service for five years.

3° Admits having done so, by Cromby's advice to secure them for his master.

4° Denies it.

5° Admits to have sold the saddle for 20^s on condition that the purchaser should give it back on Capt. Schot's demanding it; denying having sold any powder or tried to sell any for Capt. Schotts a/c. and will point out, from whom he had the powder.

6° Admits to have returned it to Capt Schott.

Saturday, 17 Dec^r 1664: In the City Hall, in the afternoon; present the abovenamed.

Henry Perry appearing in Court is asked, where he had brought Capt. John Schotts car one morning with the laden goods and who had ordered him and what sort of goods were they, which he had loaded on the cart? Answers:—Tomas Fais had given him orders, to take the goods away, and loaded on the cart one barrel nearly or about half full of beef; one barrel full of oats and one with meal, also a barrel about half full of meal.

Further asked, where he had left the bedding ? Answers, it still lies at his house.

Again asked, if he had sold any of Capt. John Schotts nails ? Answers—Sold no nails of Capt Schott, nor bought any of him, but of Samuel Etsal 50^{lb} and from Daniel Lee 1300 English nails. Declaring further, that he bought no turkeys for shot, but for powder.

Again asked about the iron, which Teunis Fais had hid in the corn ; he declares, that the abovenamed Tomas Fais told Euyingh Soelsberry in his presence, that Capt Schott had given him the iron ; affirming the same under oath at the hands of the Officer.

This date Henry Perry declares himself bound in the sum of fifty pounds sterling to appear and answer in the case aforesaid whenever he may be called before the Court of this City, or their Worships Committee. In witness he has signed the original hereof on the blotter with his hand. Datum as above.

Tuesday, 11 Decemb^r 1664: In the City Hall. In the afternoon ; Present the Heeren Allard Anthony, Cornelis Steenwyck, Paulus Leendersen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Capt John Schott appearing, requests that the prisoner, Tomas Fais, may appear in Court, pleading guilty and to inform as well as he can, where the goods are ; and further that he shall promise to serve him honestly, being then willing to heartily give him his freedom. The prisoner, Tomas Fais, entering is told, that Capt Schott has obtained the Governours consent to put him in prison, as he was accused of theft : where upon he being further heard and examined, persists in his acknowledgment dated 17. of this month ; promising to give information, as much as he is able, of the missing goods, and that he will honestly serve his master, the above named John Schott, and to pay the costs of suit. Burgomasters and Schepens having considered Capt. John Schott's request and heard the prisoner Tomas Fais, adjudge, whereas Capt. Jan Schott had placed the above named Tomas Fais on one of his principal bouweries, entered with the same into a contract for five years, entrusted to him some property, and the above named Tomas Fais pleads guilty, promising also, to give as much information, as he can of the missing property and to hon-

estly serve the abovenamed Capt Schott henceforward, that the abovenamed Tomas Fais shall be released from confinement, provided the abovenamed Capt John Schott shall pay the costs of suit and what appertains thereunto, herein incurred.

Extraordinary Court holden on Friday the 23^d Decemb^r 1664; Old Style. In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Paulus Leendertsen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer.

Burgomaster Cornelis Steenwyck, pltf. v/s Francis Douthy, deft. Pltf. demands from deft., in virtue of a mortgage dated 20th June 1664, a balance of the sum of three hundred and sixty two guilders and ten stivers in tobacco @ six stivers the pound, to be delivered here free of cost and charges, for the payment of which sum the deft. bound himself in the aforesaid mortgage, specially hypothecating the bark named the *Return*, and whereas the deft. refuses to pay the aforesaid sum to him, the pltf., he demands the costs incurred herein and still to accrue, and that the aforesaid bark shall remain so long attached, until he shall have satisfied and paid the same. Deft. says, he has satisfied and paid the three fourths of the sum mentioned in the aforesaid mortgage, and that the remaining fourth part, amounting to the sum demanded, concerns Silvester Tetejer (?), for which he has not sent him any property, therefore he cannot pay; requesting that the bark aforesaid may be applied to therefor. Pltf. replying says, he maintains, that he has to apply not to the bark, but to the deft. for the payment, and that the deft. may hold his guarantee against the bark or where he thinks proper. Parties on both sides being heard, and the mortgage read and considered, Burgomasters and Schepens condemn the deft. to satisfy and pay the pltf. the sum demanded with the costs, the attachment on the bark *the Return* remaining meanwhile valid, until he deft. shall have satisfied and paid the pltf.; and he, the deft., may hold his recourse against whom he thinks proper.

Tuesday, 17th January 1665: In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Paulus Leenderzen vander Grift, Tymotheus Gabry, Isaack Grevenraat.

Seletje Jans, pltf. v/s Jan Vinge and Pieter Stoutenburgh, as curators of the estate left by Raghel van Tienhoven, defts. Pltf. demands to be released from the lease of the house, in which she resides, rented by her dec^d husband from Raghel van Tienhoven dec^d, as she finds it difficult to make up the rent, and says that Jacques Cousseau stated to her, the defts. told him, she should be released from the last year's lease; also understood that the defts. have offered to rent the house to Juff^r Wessels. Defts. deny it and say, that they told Jacques Cousseau, the lease must continue according to contract until the last of January 1665, but they should not be hard with her for the last year's rent, producing the lease, by which they should hold themselves. Parties being heard, Burgomasters and Schepens order the pltf. to prove, that Jacques Cousseau told her so.

Adam Onckelbagh, pltf. v/s Freryck Flipzen, deft. Pltf. says, that his wife strung seawant for the deft. and that the deft. will not pay her for the stringing as much wages, as she gets from others. Deft. says, he agreed with the pltf's. wife to pay four guilders per hundred for the white and two for the black, and that his wife did it again for him after that date. Pltf. denies it. Parties again entering together with the pltf's. wife, the pltf's. wife says, she made no agreement with the deft., as he pretends, and she is to get from her brother five guilders for the white and two guilders ten stivers per hundred for the black sewant. Burgomasters and Schepens having heard and examined parties decree, as the one says, that he had agreed with the other and the other denies it, that deft. shall pay to the pltf. as wages for stringing according to the custom heretofore, five guilders per hundred guilders of the white, and two guilders ten stivers, of the black sewant.

Asser Levy, pltf. v/s Balthazar Bayart, deft. Pltf. says he hired Aucke Jansen's daughter till next May and that defts. wife hired her again before the time had expired, demanding that the maid shall serve out her time, or give reasons why she leaves him. Deft. says, the maid came to his wife and asked her, if she would hire her, whereunto she answered Yes, if she were free from her mistress; otherwise not; and that the girls father had hired her to him and sent him a letter, which he shewed to the pltf. Burgomasters and Schepens decree, that Aucke Jans, the girl's father, shall appear here at the next Court, and give reasons,

why he has taken his daughter from the pltf. before the expiration of the time she was hired to the deft. and in default thereof, that the girl shall have to return to the pltf's. service.

Freryck Gysberzen vanden Bergh, pltf. v/s Marten Hofman, deft. Pltf. demands from deft. forty four guilders balance per a/c. for rent and consumed drink. Deft. says, the pltf. will not take cognizance, that one Claas Pietersen occupied the house with him, and might have spoken to him being here; offering to pay his share. Pltf. says, each was responsible for his own and one for the payment of all. Deft. denies it, saying Adam Onckelbagh was present; who entering and being heard hereupon declares, he did not hear, that one was responsible for the rent of all, and that he had brought the deft. and Claas Pietersen to Daniel van Donck to hire the house. Burgomasters and Schepens having heard parties as well as Adam Onckelbagh's declaration decree, that it will suffice for the deft. to pay the pltf. half the rent and the remaining two guilders for the wine he drank.

Joannes Nevius, pltf. v/s Claas van Elslant, the younger, deft. Pltf. demands from deft. according to a/c exhibited the sum of one hundred and sixty six guilders fourteen stivers and four pence, with the costs accrued and still to accrue, deducting what the deft. earned at the burial of his little son. Deft. admits the debt, promising to pay at the earliest opportunity. The W. Court condemn the deft. to satisfy and pay the pltf.

Marten Janzen Smitt, pltf. v/s Pieter Hermzen, deft. Pltf. says there is still due him from the little vessel the *Ruyter* by balance, ten guilders for labour and that deft. retains by him a canoe and mast belonging to the skipper of the aforesaid ship, and he sold the mast; demanding therefore the payment of the ten guilders. Deft. says, the canoe and mast were given him by the skipper and pilot, because they could not secure them in the vessel. Pltf. replying says, that the deft. told him, he had the canoe and mast in care. Deft. being further heard declares, that he sold the mast for twelve guilders and if the skipper of the aforesaid ship returns and demands it from him, he shall cut another mast for him. Parties being heard and examined, Burgomasters and Schepens find, that the canoe and mast are given in care to deft. and not as a present; therefore decree that the deft. shall pay the pltf. the ten guilders demanded

and the remaining two guilders, also to retain the canoe yet a year and six weeks in his care and he is not to alienate it.

Jacob Vis, pltf. v/s Symon Janzen Romein, deft. Pltf. demands that deft., as attorney of Joannes Withart, shall be condemned to pay him the half of the black amber bought in company with s^d Withart and then to receive the half of the black amber. Deft. says, that Joannes Withart spoke to him only of a lump and that the pltf. shewed him somewhat more. The W. Court order deft. to satisfy and pay pltf. according to judgment and to receive the half of the black amber purchased.

Jacob Kip, pltf. v/s Symon Janzen Romein, deft. Deft. in default.

Jacob Kip and Gerrit van Tright, pltf. v/s Dirck van Clyf, deft. Deft. and van Tright in default.

Jacob Hendrickzen Varrevanger and Lauwerens de Sille entering exhibit the a/c and distribution of the proceeds of the goods left by Herman the Serjeant and sold; and declare that some book debts are still outstanding, which they were ordered to collect.

Jan Vinge and Pieter Stoutenburgh, as curators of the estate left by Raghel van Tienhoven dec^d, entering request, that they might attach the goods of Seletje Jans remaining in the lower part of the house occupied by her in payment of one year's house rent. The Court decrees, that they may proceed therein.

Tuesday, 31. January 1665; In the City Hall. Present the Heeren Allard Anthony, Paulus Leenderzen vander Grift, Cornelis Steenwyck, Tymotheus Gabry, Isaack Grevenraat, Nicolaes de Meyer.

The Hon^{ble} Petrus Stuyvesant, pltf. v/s Arien Appel, deft. Pltf. demands from the deft. sixty five guilders, balance of rent for the last year according to a/c delivered to deft.; also eight hundred and fifty guilders for half a years house rent beginning All Saints A^o 1663. to May A^o 1664. and according to contract entered into with the deft. regarding the above house which he, pltf., rented him from May A^o 1664 to All Saints following for the additional sum of four hundred guilders. Deft. answers in writing, making an offset demand. Pltf. replying says he holds to the contract. Burgomasters and Schepens refer the case in question to Joannes van Brugh and Joannes de Peister, both old Schepens of this City, to hear parties in presence of Schepen Nicolaes de Meyer

regarding their difference; to argue and consider the case; to endeavor if possible to reconcile parties, if not to report their award to the Court.

Burgomast^r Cornelis Steenwyck, pltf. v/s Arien Appel, deft. Pltf. demands from deft. one hundred and thirty two guilders in beavers or three hundred and thirty guilders in seawant balance of an obligation, and in addition eight hundred and thirty five guilders in zewant according to a/c delivered to him, demanding payment according to obligation with the costs, interest and damage. Deft. says regarding the first item, that he does not owe so much and will examine the a/c. and regarding the second item, he has an a/c in sewant against it. The W. Court condemn the deft. to satisfy and pay pltf. deducting, what is fairly due him on the same.

Cornelis Van Ruyven, arrestant and pltf. v/s Jonas Magnus, the Swede, arrested and deft. Deft. in default. Pltf. demands, that the attachment be declared valid and that the Officer be authorized to put the deft. in prison, whenever he comes hither. Burgomasters and Schepens declare the attachment valid authorizing the Officer to imprison the deft. on his coming here.

Burgomaster Paulus Leenderzen vander Grift, pltf. v/s Eghbert Meinderzen, deft. Pltf., as Treasurer of this City, demands from deft. a balance of six hundred and ninety guilders eleven stivers for excise duty due. Defts. wife entering admits the debt and promises to pay as soon as possible. The W. Court condemn the deft. to satisfy and pay the pltf., in the capacity in which he acts.

Joannes Vervelen, pltf. v/s Eghbert Meinderzen, deft. Pltf's wife entering requests, that her husband may be discharged from the bail bond which he gave for the payment of the defts. negro. Defts. wife entering says, if the Court so decide, it shall be done. Burgomasters and Schepens decree, that the defts. negro for the payment of whom the pltf. went security shall not be alienated, before the pltf. shall be released from the bailbond.

Jacob Kip, pltf. v/s Simon Janzen Romein, deft. Pltf. as attorney of his father in law Joannes Monjeer de la Montagne senior, demands from deft., as attorney of Joannes Withart, the sum of thirty seven guilders ten stivers in beavers. Deft. says, he has no beavers in hand for Joannes Withart; requesting time. The W. Court condemns deft. to satisfy and pay pltf.

Jacob Vis, pltf. v/s Jacob Kip and Simon Janzen Romein, as curators of the estate left by Solomon La Chair, deft. Pltf. produces a mortgage against the estate left by Solomon La Chair dec^d demanding payment pursuant to the award of arbitrators and preference on the house and lot of the above named La Chair, in virtue of the aforesaid mortgage. Defts. say, the point herein is, whether the privilege of preference thro' the mortgage is derived from the arbitrators' award or not. Burgomasters and Schepens having considered the award of arbitrators decree, that the pltf. enjoys preference on the estate left by Solomon La Chair for the sum of five hundred and four guilders, eighteen stivers, also for forty one guilders four stivers on the part of the Company.

The Officer Allard Anthony represents, that Claas Cromptap has been arrested by Isaack de Foreest, old Schepen of this City, which arrest he has violated, and afterwards he came to him saying he settled it with Isaack de Foreest, whereunto he answered, that he has not settled with his Worship, because he has broken his arrest; maintaining that he had become subject to the fine.

Pieter van Couwenhoven and Jan van Gelder, as curators of the estate left by Pieter Janzen, mason, pltf. v/s Anneke Kockx, deft. Pltf. in their aforesaid quality demand from the deft. six hundred and two guilders according to extract from the defts. book. Deft. also produces certain a/c. The W. Court refers the matter in question to Jacques Cousseau, old Schepen of this City, and Gerrit van Tright to take the case in presence of Schepen Tymotheus Gabry, to hear parties, to argue and decide the case, to endeavor to reconcile parties if possible; if not; to report their award to the Court.

Jan Craffoort and Nicolaes Maltomer, pltf. v/s Tomas Bruyver, deft. Pltf. demands from the deft., as well for themselves as for their fellow seamen, navigating a ship with deft., their earned monthly wages or security therefor. Deft. promises to pay those, whom he engaged, whenever they shall have completed the voyage according to contract and that the others have to look for their pay to those, who hired them. Parties being heard, Burgomasters and Schepens decree and order the pltf. and their fellow seamen herein, to prosecute and complete their undertaken voyage, and order the deft. to satisfy and pay the pltf. their earned monthly wages or to give bail for the payment.

Jan Vinge and Pieter Stoutenburgh, curators of the estate left by Raghel van Tienhoven dec^d, entering and with them Seletje Jans, widow of Hendrick van der Walle, dec^d, the afores^d curators demand, that the attachment, which they made on the goods of the abovenamed Seletje Jans for acc^t of rent due, may be declared valid. Seletje Jans produces an extract from the Register of the Resolutions of the Orphan Chamber of this City, wherein it is proved, according to the order of Burgomasters and Schepens, that Jacques Cousseau told her, that the aforesaid curators should have to release her from the last year's rent. The aforesaid curators deny it and say, that they only said, she should go out of the house; but their meaning was not that she should not pay for it. The W. Court having looked over the extract and that the aforesaid curators acknowledge to have said, that the abovenamed must vacate the house, therefore decree that the abovenamed Seletje shall be released from the last year's rent and if she was to have paid any thing for it, they ought to have notified her thereof. Declaring the attachment made on the goods valid.

Jacob Kip and Gerrit van Tright, as attorneys of Mighiel Janzen Muyden, pltfs. v/s Dirck van Clyf, deft. Pltfs. demand in their aforesaid quality from the deft. as attorneys of Arent Jansen Moesman the sum of five hundred guilders balance of obligation. Deft. says, that the pltfs. ought to have spoken to his patron, he has no order from him to pay them. The W. Court condemn the deft. to satisfy and pay the pltfs. in the quality, in which they act.

Lauwerens van der Spygel, pltf. v/s Eghbert Meinderzen, deft. Pltf. demands from the deft. payment of two and a half ankers of brandy @ one hundred and twenty guilders pr. anker. Defts. wife entering says, that the pltf. has received some payment therefor and she gave him a silver tobacco box in pawn. Pltf. replying says, the tobacco box was sold him in payment. Burgomasters and Schepens order parties on both sides to exhibit in proper form on the next Court day the a/cs, which they have against each other.

Lysbert Drisius, pltf. v/s Dirck Storm, deft. Pltf. says, that deft. had hired her house, from which he went away by stealth, and that, meanwhile, the doors, windows and gutter are taken away and stolen; also he has not paid any rent. Deft. says, he hired the house from the pltfs. husband, enquiring if she had a power of attorney. And whereas

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the pltf. has no power from her husband, to which the deft. excepts, the case is postponed, until she shall have exhibited such.

Antony Warton Marshal, Dic Charleton, Philip Johns, and Jacob Vis, entering, the abovenamed Antony Warton, Dic Charleton, and Philip Johns declare and make known, that Burgomaster Paulus Leendertsen vander Grift came to Eghbert Meindersen's house for money on acc^t of the taxes and that the abovenamed Eghbert offered to give him an assignment on them, who owed him a certain sum, to which the abovenamed vander Grift gave for answer, that he would not give a stiver and a half for his claim against them; which the abovenamed Eghbert offers to confirm by oath; saying that he has thereby impaired their character and credit. Burgomaster vander Grift denies it. Jaapie, wife of Eghbert Meindersen, also entering says, she does not know, but she is pregnant; offering also to confirm by oath, that Paulus Leendersen van der Grift says so. The W. Court order Jaapie to prove her statement.

Paulus Leendersen van der Grift produces a petition presented by Eghbert Meindersen to the Burgomasters, wherein he requests some abatement from the farming of the taxes, as he has not received any excise from the cattle slaughtered as well before as after the English troubles. On which petition was apostilled:—In abatement of the farming herein mentioned the petitioner is allowed the sum of two hundred guilders in sewant @ eight white or four black beads for one stiver.

Jan van Gelder, pltf. v/s Jan Adriaanzen Duyvelant, deft. Deft. in default.

Hendrick Obe entering requests, that he may be allowed preference on the effects and property left by Solomon la Chair, for expences on a/c of the dead of an anker of French wine amounting to the sum of forty guilders in sewant, also for other debts according to expences. Burgomasters and Schepens decree, that Hendrick Obe shall be allowed preference for as much as regards the expence for the dead, but for the other no more than to come in concurrence with other creditors.

Albert Alberzen ter Heun entering requests, that Jacob van Couwenhoven shall give him deed and transport of the land purchased from him. The W. Court order Jacob van Couwenhoven to give Albert Albersen, between this date aforesaid and the next Court day due deed and conveyance of the land sold him or to shew cause, why he will not do so.

no u

Asser Levy entering represents, that Aucke Jans does not obey the order of the last Court day to shew cause, why he took his daughter away from him, and that the daughter has gone to live with Balthazar Bayard at the Bay. The W. Court decree to notify Aucke Jans by legal note, to come hither and shew cause, why he took away his daughter from Asser Levy before the time of engagement was lapsed.

Arien Appel requests by petition payment for the English sent him by the Burgomasters, according to a/c annexed for board and lodging. Apostille: Petitioner shall have to apply to the Govern^r Richard Nicolls, or Tho: de la Vaal, inasmuch as the soldiers belong to the abovenamed Governour Nicolls' garrison.

Thursday, 2^d Feb^r 1664: In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Paulus Leendersen vander Grift, Tymotheus Gabry, Isaack Grevenraat, Nicolaas de Meyer.

Whereas pursuant to the capitulation on the surrender of this City to the government of his Royal Highness the Duke of York, it is granted and given to this place that they, pursuant to the 16th Article, shall absolutely have the selection of the new succeeding Magistrates of this City in place of those, who have served out their time; and since the election takes place to day and the Officer Allard Anthony, communicates to Burgomasters and Schepens, that the Hon^{ble} Richard Nicolls, Deputy Governour under his Royal Highness the Duke of York has notified him, that Schout, Burgomasters and Schepens shall have according to custom to proceed to the election, Therefore Schout, Burgomasters and Schepens being for that end assembled have by plurality of votes elected and confirmed by their W. Board, as

Old Burgomaster
Cornelis Steenwyck,
And *Old Schepen*
Tymotheus Gabry.

Proceeding further to the further election, they choose and confirm by plurality of votes

As Burgomaster
Olof Stevenzen van Cortlant.
As Schepens

Joannes van Brugh,
Joannes de Peister,
Jacob Kip,
Jacques Cousseau.

Which above written election Schout, Burgomasters and Schepens communicate to the Hon^{ble} Governour Richard Nicolls by the following Letter, requesting his Honour's approbation.

Right Hon^{ble} Richard Nicolls,

Whereas the time of election occurs to day, Schout, Burgomasters and Schepens proceeded to the same, pursuant to the capitulation and your Hon^r order and have elected the following:—

As Burgomaster

Cornelis Steenwyck, continuing,
Olof Stevenzen van Cortlant.

As Schepens

Tymotheus Gabry, continuing,
Joannes van Brugh,
Joannes de Peister,
Jacob Kip,
Jacques Cousseau.

Which Schout, Burgomasters and Schepens communicate to your Hon^r requesting your Hon^r approval thereof. Done N. Yorck, Situate on the Island of Manathan, the 2^d February 1664. Under Stood,

By order of the same, was signed,

Joannes Nevius, Sec^r

The above being exhibited thro' the Officer Allard Anthony to the R^t Hon^{ble} Richard Nicolls and his Hon^r asked, if he had any objection to these persons? His Hon^r thereto answered No.

Therefore have Schout, Burgomasters and Schepens sent for the above elected persons to this City Hall, and after congratulations and ringing of the bell three times, announced them to the Commonalty of this City in manner as follows:—

Whereas according to the charter of this City, some of its Magistrates, who have served their time, retire, Therefore Schout, Burgomasters and Schepens pursuant to the capitulation made with the R^t Hon^{ble} Colonell Nicolls on the surrender of this City to the obedience of his

Royal Majesty of Great Britain, the Duke of York and the above mentioned Hon^{ble} Nicolls, now Governour of this country, as appears in the 16th Article, and by the Hon: Governour Nicolls order and approbation have nominated and elected

As Burgomasters

Cornelis Steenwyck, old Burgomaster,
Olof Stevenzen van Cortlant.

As Schepens

Tymotheus Gabry, President,
Joannes van Brugh,
Joannes de Peister,
Jacob Kip,
Jacques Cousseau.

This is made known to the Commonalty, that they may honour and respect the abovenamed persons, as ought to be honoured such Magistrates of his Royal Majesty, the Duke of Yorck and his Honour our Lord and Governour Richard Nicolls. Thus done at the City Hall in N. Jorck on the Island of Manhatan A^o 1665. Ady 2^d February Old Style.

OATH.

Whereas Jou Cornelius Steenwyck and Olof Stevenzen van Cortlant are chosen to the office of Burgomasters and Jou Timothy Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip and Jacques Cousseau are also chosen to the office of Schepens in this citty of New Jarke, Jou do sweare by the everliving God, that according to Jo^r best power and skill in Jo^r places Jou will doe right and justice to all persons and in all cases wherein jou shall act by vertue of Jo^r offices and demeane jo selves in jour places according to the good and wholesome Lawes, which are or shall bee ordained by vertue of his majesty's Commission to his Royall Hignesse the duke of Jorke Within this Governement and Citty of New Jorke: So helpe Jou God. [Thus, English in the original.]

Tuesday, 14th February 1665: In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip.

The Schout, Allard Anthony, pltf., v/s Annetje Jans, deft. Pltf. says, he fined the deft. for having tapped with unstamped cans; demand-

ing the fine of ten guilders according to placard with the costs. Deft. says, as she had but little to sell, she was allow^d to do so by the late Schout Tonneman and Hon^{ble} Paulus Leendersen van de Grift. Pltf. replying says, it is not true, as Mr. Tonneman notified her by Jan Jelissen Kock, that she must not tap with unstamped cans. Burgomasters and Schepens postpone the case, until Jan Jelissen Kock shall be heard hereupon.

Schout Allard Anthony, pltf. v/s Dirck Storm, deft. Pltf. says, he has fined deft. three several times for having tapped after nine o'clock, demanding the fine according to placard with costs. Deft. denies it. Pltf. undertakes to prove it. The W Court orders the pltf. to bring in his proof.

Schout Allard Anthony, pltf. v/s Joris Dopzen, deft. Pltf. says, that the deft. killed a hog and entered it at thirty guilders sewant and told others that it cost him thirty guilders in beavers; also he had it not killed by the sworn butchers; concludes for the confiscation of the hog and the fine fixed thereon with costs, as he has defrauded the revenue and slaughtered without the order of the Court. Defts. wife entering says, she bought the hog for thirty ells of blue Osnabrugh linen and did not know, that any other than the sworn butchers could not slaughter cattle: also stating it to Mr. Gabry, he did not inform her differently. The W. Court decree, as the deft. obtained a permit from the Collector of the excise to kill the hog, and was told by him to do so, she, deft. shall be excused from the confiscation and fine, paying only thirty stivers excise; as it is understood, that the hog was in proportion worth more than was given in.

Schout Allard Anthony, arrestant and pltf. v/s Cristiaen Pieters, arrested and deft. Pltf. says, it appears by Tonneman's book, that the deft. has violated an attachment prosecuted on the 2^d July 1663, by Isaack Grevenraat; demanding in consequence from the deft. the fine of sixty guilders with costs. Deft. says, as it was in the Indian war he was allowed by Burgomasters to go home on condition of appearing at the next Court day, and in the meanwhile two Christians living in the village with him were killed by the Indians. Isaack Grevenraat also entering states, that the deft. was allowed to go away. The Officer replying says, the deft. has not fulfilled the promise of his wife to appear on the Court

day; and therefore the attachment is prosecuted and declared valid. Burgomasters and Schepens condemn the deft. to pay to the Officer the sixty guilders fine, unless that he can prove, that he had Burgomasters consent to go.

Lysbet Drisius, pltf. v/s Dirck Storm, deft. Pltf., having power and authority from her husband, demands from deft. one hundred guilders rent according to lease; demanding further, that deft. shall be condemned to pay the costs and damages done to the house, from which he went secretly away. Deft. requests copy of the demand saying, he requested a settlement, to which he is still inclined. Burgomasters and Schepens refer the matter in question to Pieter van Couwenhoven, old Schepen of this City, and Frerick Flipzen, to hear parties in the presence of Schepen Tymotheus Gabry, to argue the case, and to reconcile parties if possible, if not to report their award to the Court.

Lambert Huyberzen Mol, pltf. v/s Pieter Jansen van de Langh Straat, deft. Pltf. demands from deft. thirty one guilders ten stivers, balance of the hire of a scow. Deft's wife appearing says, her husband is at Najack and that one Gerrit Pietersen with her husband hired the scow, and as the abovenam^d Gerrit Pietersen has gone to Holland, that the pltf. is demanding the whole hire from her husband alone. The Court postpones the matter, until the arrival of the deft. at the next Court day.

Tomas Lauwerens, pltf. v/s Freryck Arensen, deft. Deft. in default.

Lauwerens van der Spygel, pltf. v/s Eghbert Meindersen, deft. Deft. in default. Burgomasters and Schepens refer the matter in question which parties have ag't each other to Jacobus Gabry and Gerrit van Tright to hear parties in the presence of Schepen Joannes van Brugh, to examine and argue the case, to endeavour to reconcile parties if possible; if not to report their award to the Court.

On the petition of Arien Appel presented on the last Court day. Apostilled:—Whereas the Honble Governo^r Richard Nicolls states in writing under petitioners request, that he allowed and sent the soldiers their daily rations, Burgomasters and Schepens decree, that the case shall be argued by arbitrators, whereunto were chosen by Burgomasters and Schepens for the City, Paulus Leendersen vander Grift, old Burgomaster and now Treasurer of this City; and the petition^r shall also choose on his

side, who shall have to discuss and settle this matter in the presence of Mr. de la Vaal.

Jacob Vis requests by petition, two arbitrators may be authorized, instead of Joannes de Peister, at present Schepen of this City, and Nicolaas Verlett, who is mostly at Bergen, to hear him, in presence of one of the Bench, sustain and debate the case in dispute between Anna La Chair and him, the petr., since the abovenamed Anna La Chair is departed, to decide the points in question, which he intends to bring in against the curators of the aforesaid La Chair's estate; and to report their advice hereupon to the W. Court. Apostille: Burgomasters and Schepens commission and authorize Hendrick Janzen van der Vin and Jeronimus Ebbinck, both old Schepens of this City, to take up the matter in question in the annexed petition laid down, in presence of Schepen Joannes de Peister; to hear and examine the petitioner; to debate and decide the points in question, which he intends to bring in against the curators; to endeavour to reconcile parties if possible; if not to report their award to the Court.

Lauwerens de Sille requests by petition, that the curators of the insolvent estate of Gabriel de Haas dec^d may be ordered to produce at the next Court day their papers and vouchers regarding the suit instituted against him or in default thereof to dispose of the same according to right. Apostille: The curators shall be served with an order hereupon.

ORDER.

Cristina Steentgens, last widow of Gabriel de Haas dec^d, and the curators of the said estate are hereby ordered by the W. Court of this City, to produce at the next Court day their vouchers, documents and papers used in the suit against Lauwerens de Sille, on pain that in default justice shall be done on the papers produced by the adverse party.

Asser Levy represents, that he sent a legal letter to the Court of Amersfoort to notify Aucke Jans that he must obey the order of this Court dated 17th January last, and says, he has not obtained any result therefrom. He requests to know, what further remains for him to do? It is decreed to send another legal order to the aforesaid Magistracy about the aforesaid matter.

Asser Levy further communicates, that he has attached the monies of Aucke Jans in the hands of Jan Brouwer, which attachment he prays may be declared valid. The W: Court declares the attachment valid.

Symon Janzen Romein entering requests, that two arbitrators be appointed to terminate the matter in dispute, regarding the black amber between him as attorney of Joannes Witthart and Jacob Vis. The W. Court commission for the settlement of the case aforesaid, Isaack Grevendraat and Nicolaas de Meyer to hear parties concerning their difference in presence of Schepen Jacob Kip, to examine the case and decide it, to endeavour if possible to reconcile parties; if not to report their award to the Court.

Schout, Burgomasters and Schepens at present assembled unanimously declare their inclination to obey the formerly enacted Ordinances on the subject of being absent and coming too late as well at ordinary as extraordinary Court days.

Tuesday, 21 Feb^r 1665: In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevensen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Schout, Allard Anthony, pltf. v/s Dirck Storm, deft., and Antony Warton as witness. Pltf. says, that pursuant to the order of the last Court day he has summoned Antony Warton as witness, for that deft. has tapped three several times after nine o'clock. Antony Warton entering for this purpose declares, that he was three several times at his defts. house; once in the evening about nine o'clock, and afterwards about ten o'clock and found four persons, and a third time after ten and found two men and one female. Deft. denies it, undertaking to prove the contrary, saying nobody but his lodger was found in the house. The Officer concludes for a fine of six guilders for each person. Burgomasters and Schepens condemn deft. as the case is somewhat dubious in a fine of six guilders with the costs.

Schout Allard Anthony, pltf. v/s Jan Smedes, deft. Pltf. says, that defts. horse in a fright ran over Frans Jansen van Hooghten's child, from which it died, and that he warned deft., when the same horse, whilst running away, hurt Ambrosius' child, that he should get rid of the horse and harness him no more to the cart; concluding for satisfaction to the parents of the killed child and in addition the fine fixed by law, with costs. Deft. denies having been warned by the pltf., not to put the horse any more to

the cart, but that he should not stand on the cart; saying further, that the horse is not a runaway and he ran away, because the soldiers loaded the goods badly on the cart. The Court decrees, that the Officer shall enter his suit herein in writing against the next Court day.

Schout Allart Anthony, pltf. v/s Jacob Keren, deft. Deft. in default. The Court Messenger sent by order of the Court after the deft. reports, that he is in the bush.

Schout Allard Anthony, pltf. v/s Annetje Jans, deft., and Jan Jelizen Kock, as witness. Pltf. says, that pursuant to the order of the last Court day, he has summoned Jan Jelizen Kock to render testimony of the truth, that he warned deft. not to tap with unstamped measures, who entering for that purpose declares, that he warned deft. in the name of the late Schout Tonneman not to tap with any unstamped cans, to which deft. says she told Jan Jelisen, she was allowed to do so, which Jan Jelisen denies. The Officer concludes for a fine of ten guilders according to Placard with costs. Burgomasters and Schepens having heard the adverse party and the evidence, condemn the deft. in a fine of ten guilders with costs.

Metje Wessels, pltf. v/s Claas van Elslant, the younger, deft. Pltf. demands from deft. one hundred and seventy guilders, eighteen stivers according to a/c. Deft. says he has paid one hundred guilders by Wernaar Wessels. Pltf. replies, that is deducted. The W. Court refer the matters in question to Isaack Grevenraat and Hendrick Jansen vander Vin, old Schepens of this City, to take up the a/cs, which parties have against each other, to hear and examine parties, to decide the case and to endeavour to reconcile parties if possible; if not, to report their award to the Court.

Lambert Huyberzen Mol, pltf. v/s Pieter Janzen van de Langh Straat, deft. Pltf. demands from deft. thirty one guilders ten stivers balance, according to a/c. of a scow, hired. Deft. says, he does not owe more than the half of the hire, producing an a/c of what is paid thereon to the sum of eighteen guilders, and that the pltf. has to get the other half from Gerrit Pietersen, who hired the scow with him. Pltf. says he accepts the a/c. and that the deft. was guarantee for Gerrit Pietersen and received the money; also told him, deft., to look to no one else but him. Deft. denies the whole of it. Parties being heard on both sides, the W.

Court decree, that the deft. is not bound to pay the pltf. more than thirty stivers; and as he the pltf., never asked the deft. for the remainder of the pay previous to the departure of Gerrit Pietersen, he therefore cannot have recourse to the deft. herein.

Schout Allard Anthony, pltf. v/s Jacob van Couwenhoven, deft. Deft. absent. Pltf. says, the deft. was with him and enquired the reasons, why he had summoned him? Acquainting him thereof, he answered he had no knowledge of the case. Then having instructed him, he requested him to inform the Court, he was sorry for it and that it happened through drink, and therefore should not appear. He promised him to do so; therefore communicated it to Burgomasters and Schepens, asking if he should proceed further in the case? Whereunto they unanimously decide, No.

Marritje Jellis, pltf. v/s Catarina de Sille, deft. Deft. in default.

Tryntje Wessels, arrestant and pltf. v/s Dirck Volckerzen, arrested and deft. Deft. in default. Burgomaster Olof Stevenzen van Cortlant entering represents, that he allowed the deft. to go home, as Isaack de Foreest became bail for the judgment for deft. and that he should appear in Court.

Dirck Volckerzen, pltf. v/s Rutgert Janzen, deft. Pltf. in default; deft. sick.

Grietje Pieters, pltf. v/s Lysbet Ackermans, deft. The Court Messenger entering says, the deft. sent word, that she cannot come, as she hurt herself.

Assur Levy and Aucke Jans entering, Asser Levy demands, that Aucke Jans shall, pursuant to the order dated 17th January last, give reasons, why he has taken his daughter away from him. Whereunto Aucke declares, that Asser told him, he might take his daughter with him and look for another place for her; whereupon he requested, that he should keep his daughter with him yet 14 days, as he was not housekeeping and meanwhile he should look out for a place; which is not denied by Asser, who then says, the differences, which caused such expressions were laid aside; saying the maid was instigated by mischief makers and produces a letter written him by Aucke Jans, wherein he states that he understood from several that his daughter suffered much from him; requiring to know the persons, who said so; Aucke Jans answers thereunto, he was not bound to make them known to him: producing a decla-

ration of Jan Gerrisen van Couwenhoven, who heard that Asser Levy's wife told Aucke Jans, he might take his daughter away. Burgomasters and Schepens having heard parties and read and considered the declaration decree, that Aucke Jans' daughter shall be released from Asser Levy, as regard the hire, and that Asser shall let her have the clothes and pay the wages for the time served with him; regarding the action for defamation, he can institute the same when and where he thinks fit.

Thursday, 2nd March 1665. In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Schout Allard Anthony, pltf. v/s Lysbet Ackermans, deft. Pltf. says, that the deft. has weighed out butter with an unstamped pound weight; further found at her house a half pint wine measure, also unstamped; likewise saw on the 8th January last that folks went into her house on Sunday after the third bell rang, to drink; and moreover he was with Govert Loockermans and Boele Roeloffs, Deacons of this City, at her house, and took therefrom a blanket received in pledge for drink from a man living on the charity of this City; saying further that she scolded and abused him and applied even Godless words to D^r Megapolensis, concluding therefore firstly regarding the unstamped weight and half pint for the confiscation of the same and the fine imposed thereon according to Placard; also for the tapping on the Sabbath for a fine according to Placard, and for the insults to repair the same according to law, and to go into close confinement and pay the fine according to Placard for having tapped on a pledge; all with costs. Deft. answers first, she never weighed with that weight; offering so to affirm under oath; saying after she had missed it for a long time, she had found it in a chest under some old rags. The Officer says he can prove it by Jan Jelissen. Secondly, she never tapped with that half pint, offering also so to affirm by oath; and gave a drink to her children out of it. Regarding the third, she denies it, and says two days after date she caused the cooper to stop up the barrel. And as relates to the fourth says, that the man named Abraham complained to her, that he had nothing to eat nor any shoes to his feet and he should go to the bush to cut wood and offered to

sell the blanket to a farmer; from which she dissuaded him, assisting him with a pound of butter, a loaf and a pair of shoes, and did not buy the blanket and told him when he returned from the bush to bring her wood. Meanwhile she kept the blanket. Burgomasters and Schepens having heard parties decree, that the deft. shall have to clear herself by oath, that she has not tapped with that half unstampt pint, nor tapped on Sunday after the third bell; further that Jan Jellissen shall be heard on the next Court day regarding the unstampt weight and that the Officer shall have to prove, that he was insulted by deft., dismissing provisionally his claim regarding the imprisonment of the deft.

Schepen Jacques Cousseau, pltf. v/s Skipper Syvert Bergen, deft. Pltf. demands from deft. firstly that, he might have the use in his voyage to Fatherland of the best berth in his cabin; secondly that he take from him on freight one hundred hhds. of tobacco on condition of paying as much as others for the same. Thirdly to have the preference in the trade of all his goods; all this according to handwriting. Deft. answering to the first, concedes it; regarding the second, says that he stated he should carry over willingly the hundred hogsheads of tobacco, if they could agree and some days after asked twenty guilders for each hhd. and as the pltf. offered no more than eighteen, maintains therefore to be released therefrom. Pltf. replying denies it; saying that the deft. agreed to take over one hundred hhds. (and can prove so by Daniel de Hondecourtrie and the mate) previous to agreeing with S^r Jeronimus Ebbinck and being on board did not speak of any price for freight; but if deft. will affirm by oath, that he did not agree for any tobacco on freight with him, he will withdraw. Deft. rejoining says, that he can prove, the pltf. offered eighteen guilders for each hogshead, and was unwilling to give more for fifty hhds. Regarding the third point says, he concedes it and will readily agree to it, and to offer the pltf. the preference. Burgomasters and Schepens decree, that parties on both sides shall have to bring in their proofs, regarding the 2nd point, by the next Court day, and the other points are disposed of according to offer.

Mattheus de Vos, pltf. v/s Jan Vinge and Pieter Stoutenburgh, as curators of the estate left by Raghel van Tienhoven dec^d, defts. Pltf. demands from defts. payment of the sum of sixty five guilders eleven stivers in beavers, balance as per a/c. with costs. Defts. acknowledge the debt

and request a/c. and payment from the Vendu Master Joannes Nevius of the goods sold belonging to the abovenamed Raghel van Tienhoven, dec^d. The Vendu Master, M^r Joannes Nevius, arising says, he has a judgment against the Schepen Tymotheus Gabry; demanding, that execution may issue in default of prompt payment, producing the judgment. Burgo-masters and Schepens condemn the curators to satisfy and pay the pltf. and having seen the judgment, the return of the Court Messenger, the bonds and what further is material, decree and decide, that Tymotheus Gabry shall promptly pay his arrears within fourteen days to the Vendu Master and in default the execution shall be proceeded with, and in prosecution of the same, to inventory the goods and place keepers in the house, so that they may not be alienated.

Grietje Pieters, pltf. v/s Lysbet Ackermans, deft. Pltf. says, she drew a pint of beer at deft's house and that the deft. accused her with having stolen a beaver from her house. Deft. denies it, saying she stated to the deft. I have lost a beaver, have you got it? Pltf. says, that the deft. stated to her, there was no one else in the house but you; also that Mary Pia had said to her, that she had stolen a beaver from the deft. Mary Pia entering admits saying so, had heard it from others. Pltf. demands proof or that in default deft. shall go to prison. Mary Pia undertakes to prove it. The W. Court orders Mary Pia to prove that the pltf. stole a beaver from deft.

Schout Allard Anthony, pltf. v/s Sophia Jans, deft. Pltf. says, he had fined the deft., because she had weighed butter for sale with an unstamped weight and that Jan Jellissen was present and also saw it: concluding for the confiscation of the weight, and the fine according to Placard; with costs. Deft. denies it undertaking to prove the contrary. The W. Court orders deft. to bring in her proof at the next Court day, and decree, that Jan Jellissen shall also be heard hereon.

Marytje Jellis, pltf. v/s Cataryna de Sille, deft. Defts. 2^d default. Pltf. demands from deft. fifty guilders in sewant for a half years wages of her daughter. The W. Court orders the deft. to bring the money into consignment of this City.

Schout Allard Anthony, pltf. v/s Jacob Keren, deft. Defts. second default. Pltf. demands summoning of the defts. person. The W. Court decrees to postpone the case, until the arrival of Governour Nicolls.

Schout Allard Anthony, pltf. v/s Mary Verplanck, deft. Defts. second default.

Frans Janzen van Hooghten demands, that Jan Smedes may be ordered to keep out of his sight, and not to resort to the Manathans, so as to prevent mischief. Whereupon was ordered:—On the written petition of Frans Janzen van Hooghten, the Officer is ordered by the W. Court of this City, to warn and notify Jan Smedes, that he keep himself as much as possible out of Frans Jansen van Hooghtens sight and remain in his house or beyond this place, until a reconciliation shall take place with him, regarding the death of his child.

Metje Wessels entering complains, that she can not get any termination with Claas van Elslant; saying that the arbitrators are always ready. Burgomasters and Schepens order Claas van Elslant, the younger, to keep himself in readiness on the appearance of the arbitrators appointed on 21st Feb^r last by the W. Court of this City, in the case in question between him and Metje Wessels on pain of condemnation according to the demand instituted against him by the abovenamed Metje Wessels.

Whereas Jacob Vis by petition requested on the last Court day, that Symon Jansen Romein shall have to take the half of the black amber in question, on pain of imprisonment; and whereas the abovenamed Vis has not produced with his papers handed in, the affidavit appertaining to this matter, which being this day produced, the Court finds, that it does not specify any quantity, Therefore Burgomasters and Schepens appoint for the decision of the case in question, as to the quantity of black amber, bought between Jacob Vis and Joannes Withart, Isaack Grevenraat and Nicolaas de Meyer, both old Schepens of this City, to take up the matter in question, in presence of Schepen Jacques Cousseau, to hear and examine parties, to discuss and decide the question, to endeavour if possible to reconcile parties, if not to report their award to the Court.

Schepen Jacques Cousseau requests, that two from the Bench be appointed to hear on interrogatories, in presence of the Officer Allard Anthony, some persons regarding the matter in question between him and Skipper Syvert van Bergen. On the petition of Mr. Cousseau are appointed Tymotheus Gabry and Joannes de Peister to hear, in presence, the persons on interrogatories.

Tuesday, 7th March, 1665. In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Schout Allard Anthony, pltf. v/s Mary Verplanck, deft. Pltf. says, that the deft. bought from the soldiers a Testament belonging to Schepen Jacob Kip: concluding, that she shall restore the little book and pay the fine affixed by Placard thereto, with costs. Deft. admits having bought the little book from the soldiers, who said that they had brought the book with them from the South, and says Mr. Kip cannot prove that it is his book. Pltf. demands, that the deft. shall be ordered to bring the little book before the Magistrates. Burgomasters and Schepens having looked into and read the Placard, find that the case in question does not depend on it; therefore decree, that the Officer cannot institute his action herein against the deft., but against those, who have stolen the book. The aforesaid judgment being communicated to the Officer, he says he is not placed over the soldiers, but over the Burghers; and that the Marshal is placed over the soldiers. Mary Planck entering accompanied by Schepen Jacob Kip, he says, it is his book, that Mary Planck bought from the soldiers. Mary Planck is ordered to place the book in question in the hands of the Court; which she does. Schepen Jacob Kip is asked, by what marks he can prove, that the purchased book belongs to him. Answers, that the book is soiled on the back and in the middle is signed by Van Leuw. Offering to affirm by oath that it is his book; can also prove it by his whole household. The Court decrees, that Mary Verplanck shall leave the book in question at this City Hall, until she produce proof, from whom she bought it.

Schout Allard Anthony, pltf. v/s Sophia Jans, deft. Deft. in default. Default was allowed by the Court and a new summons granted.

Schout Allard Anthony, pltf. v/s Lysbet Ackermans, deft. Pltf. produces an extract dated 2nd instant relating to the case in question between him and the deft. and says, he has summoned Jan Jellisen to give evidence of the truth; who entering, declares that deft. has weighed with unstamped weights, giving as reason, that he found it lying on a shelf in her shop with a half pound weight, and that his wife carried a pound of butter to deft. Deft. says, that she had two half pound weights and

weighed the butter with them, offering to affirm on oath, that she did not weigh with that pound-weight nor tapped with that half pint—also that she has not tapped on Sunday after the third bell. Burgomasters and Schepens advise the deft. to consider until next Court day about affirming her statement by an oath.

Schout Allard Anthony, pltf. v/s Jan Smedes, deft. Deft. in default. Pltf. produces his demand in writing ag't the deft. concluding, that the horse, by whose running away Frans Jansen van Hooghten's child was killed, be forfeited and that it be placed in security without delay, and that the deft. shall satisfy him about the dec^d child; all with costs. The W. Court order copy to be furnished party to answer thereunto on the next Court day.

Schout Allard Anthony, arrestant and pltf. v/s Goedy Grae, arrested and deft. Pltf. says, that deft. on the 16th of Octob^r 1663, was attached here by Nicolas Boot and went away beyond arrest, that the attachment was declared valid, concluding for the fine of sixty guilders. Deft. exhibits the a/c. whereupon the attachment was ordered and which was satisfied and paid by Lauwerens de Sille on the 28th Octob^r 1663. Lauwerens de Sille heard hereupon, declares that he spoke to N. Boot for the deft. on the day, when he attached her, who was satisfied with him, and he paid him on the 28th of 8ber. The Court decreed, that the pltf. cannot institute any action against the deft. herein inasmuch as by L: de Sille's declaration it appears she has not violated any arrest, because he had gone security for her.

Grietje Pieters, pltf. v/s Marya Pia, deft. Pltf. says, she summoned deft. pursuant to order of the last Court day to prove, that she heard, that she had stolen a beaver from Lysbett Ackermans. Deft. says, the woman, she heard it from, stands without: who, named Sara Teunis, being called in and appearing says, that she being at Tomas the baker's house, there heard from Jesayntje Verhage, commonly called the Zeelanders little widow, that the pltf. stole the beaver from Lysbet Ackermans. The W. Court order Sara Teunis to prove the same at the next Court day.

Schepen Jacques Cousseau, pltf. v/s Skipper Syvert van Bergen, deft. Pursuant to the order of the last Court day the pltf. produces a declaration made by Neeltje Urbanus, also answers of some witnesses interrogatories. Against which the deft. produces a declaration of Dirck

van Clyff. Deft. entering and being asked, whether he did not speak with the pltf. about the freight after he had agreed with Jeronimus Ebbinck about freight, answers, No: but spoke previously with pltf. about the freight and could not agree, as he offered only eighteen guilders, and they parted from each other, the business not concluded; offering so to affirm under oath. This being communicated to pltf. he denies it saying that he, the deft., shall have to prove it pursuant to the order of the last Court day. Parties being further heard and examined, the deft. declares, that pltf. asked him, how much he should give for freight of a hundred hogsheads of tobacco and he asked twenty guilders per hhd. and that the pltf. offered eighteen guilders, but declares he cannot say, that pltf. did not say, he would give more and the pltf. declares he offered no money nor refused any; offering to prove such on oath. The W. Court having heard and examined parties on both sides and moreover considered and read the papers and vouchers produced; further weighed and observed all that is to be attended to, decree and adjudge, that the deft. shall convey over one hundred hhds. of tobacco for the pltf. on payment of freight therefor the same as others, inasmuch as the deft. does not deny to have undertaken to take over one hundred hhds. of pltf's tobacco and the pltf. has not refused to pay the same as others, though, according to the deft. he offered no more than eighteen guilders; and as no probable proof appears on either side, that the one has discharged the other.

Jeronimus Ebbinck, pltf. v/s Hendrick Janzen vander Vin, deft. Pltf., as attorney of Geraard Hamel, produces a deduction received from Holland regarding the matter in question with the deft., demanding payment according to a/c. of the sum of four hundred and ninety six guilders, seventeen stivers Holland currency with the interest running to the payment in full. Deft. says, he adheres to the award of the arbitrators, appointed by the W. Court, dated 16th January 1663. Burgomasters and Schepens refer the matter in question to Paulus Leendersen vander Grift, old Burgomaster, Nicolaas de Meyer, old Schepen of this City, and Gerrit van Tright appointed by the Court in the stead of the arbitrators dated 16. January 1663. aforesaid; to hear parties, to examine them, to discuss and decide the case, and to endeavour, if possible to reconcile parties; if not to report their award to the Court.

Jacob Vis requests by petition, that Symon Jansen Romein shall swear in the place of Joannes Withart, that black amber was not bought more than once or twice in partnership, or if the Court should think proper to tender the oath to him in support of his good right, he shall then take it; also that Symon Jansen may be granted copy of this petition, to show his disposition thereupon by the next Court day. The aforesaid petition having been read to Symon Jansen Romein, who appears, it was resolved to enter the following apostille thereupon: The W. Court order copy hereof to be furnished to party to answer finally thereto on the next Court day.

Lauwerens de Sille entering requests an end of the matter in question, instituted by written suit against Cristina Steentgens, last widow of Gabriel de Haas, and the curators of said estate, which the Court promised him.

Tuesday afternoon, being the 14th March, 1665. In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip.

The Hon^{ble} Petrus Stuyvesant, pltf. v/s Jan Vinge and Pieter Stoutenburgh, as curators of the estate left by Raghel van Tienhoven dec^d. Defts. Pltf. says, that Cornelis van Tienhoven received in the year 1650, on his credit from Nicolaas van Lith, once the sum of three hundred guilders, and again one hundred and fifty guilders, making together the sum of four hundred and fifty guilders Hollands, demanding payment thereof from the defts. in their quality. Defts. demand, that the pltf. shall prove it. Whereupon the pltf. produces the a/c received from the aforesaid van Lith. Defts. say, they maintain that as the afores^d van Lith required and received from Cornelis van Tienhoven an obligation for the sum of four hundred and fifty guilders, which he gave him, he according to the custom of trade should also have demanded an obligation therefor from him for the demanded four hundred and fifty guilders, had he received them.* Whereupon the pltf. exhibits in further proof thereof, a letter written to him in date 18th January 1650, by the above-named Cornelis van Tienhoven, and further said that Cornelis van Tien-

* The original is very confused.—B. F.

hoven received the money shortly before his departure, for which he gave the obligation to the abovementioned van Lith; exhibiting also a petition, which he says he presented for the aforesaid Cornelis van Tienhoven at his request to the Lords Directors of the privileged West India Company, Department of Amsterdam, and as it is noted on the margin of the aforesaid petition that the three hundred guilders must be four hundred and fifty, the defts. say, if Cornelis van Tienhoven had known it, why should he cause three hundred guilders to be written. Further they, defts., state, that it does not appear by the book written and left by Cornelis van Tienhoven, that any thing is due to the pltf., but indeed to others. The Court having weighed the matter asks the pltf., if he will affirm on oath, that there was never any offset by settlement to the monies after the a/c was sent him, nor that he had received any money in payment therefor, and that the debt is just. Whereunto he answers, Yes—at all times. Which the pltf. has done at the hands of the Officer at the request also of the defts. Burgomasters and Schepens therefore condemn the defts. in their aforesaid quality to satisfy and pay the pltf. the demanded four hundred and fifty guilders in silver pay or its value.

The Hon^{ble} Petrus Stuyvesant, pltf. v/s Arien Appel, deft. Deft. in default. Pltf. demands the use of his house or of two rooms occupied by the deft. or security for the rent.


Jeronimus Ebbinck entering produces the return of the arbitrators appointed thereunto by the W. Court in date 7th March last, in the case in question between him, as attorney of Geraard Hamel, and Hendrick Jansen vander Vin.

Burgomasters and Schepens of the City of New Yorck, situate on the Island of Manathan, considered the papers, vouchers and documents used, on both sides in the suit between Lauwerens de Sille, as attorney of S^r Abraham de Cuyper, pltf., in a case of preference with Cristina Steentgens, late widow of Gabriel de Haas and the curators of said estate, defts., wherein the pltf. concludes that defts. in their aforesaid quality shall be condemned to render due proof, a/c. and *reliqua* of the goods of Abraham de Cuyper, which Gabriel de Haas had in hands; also of the effects and debts proceeding from the goods and to be preferred thereupon. Against which the defts. conclude, that the pltf. has no preference as the above named Cristina Steentgens has letters of cession from the High Court;

also, the goods were given on half profits. Burgomasters and Schepens having read, pondered and weighed all that is material, decree and adjudge, that the pltf. shall enjoy preference on the goods of Abraham de Cuyper found with Cristina Steentgens at the death of Gabriel de Haas, on the sale by the Marshal Mattheus de Vos, but no further; and to come in concurrently in all the outstanding debts thereof and in the proceeds of the goods of the aforesaid de Cuyper with the other creditors, demanding the same from the insolvent estate of the abovenamed de Haas, especially since it appears, by obligation, which the abovenamed de Haas passed in favor of and to Abraham de Cuyper, that said De Haas should not conceal his goods or such should be charged to his estate, and not on the debts; further that the defts. shall not be bound to render a/c. proof and reliqua further than can be seen by the books left by said De Haas with the defts. and condemn parties on both sides each in his own costs.

Tuesday, being the 21st March 1665: In the afternoon, at the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip.

Hon^{ble} Petrus Stuyvesant, pltf. v/s Arien Appel, deft. Pltf. demands first from the deft. payment of the sum of one hundred and ninety guilders balance of rent due last Novemb^r according to award of arbitrators; secondly, that the deft. shall give him up the house again or enter good security for the rent. Deft. produces an a/c ag't the pltf. saying, he is not indebted to him; claiming that a/c will set off against a/c. Pltf. having communication of the a/c. says in reply, as the same contains some disbursements incurred relative to the coming of the English at the summoning of this place, they do not appertain to him in particular, and he told the deft. to summon him or the Secretary van Ruyven about them, to which he shall answer. Parties on both sides being heard and examined, Burgomasters and Schepens decree as deft. by a/c does not deny to owe last Novemb^r to the pltf. the sum of nine hundred and ninety guilders, but says, he has an offset a/c against it for the sum of twelve hundred and thirty seven guilders 16 stiv: which is not accepted by the pltf., as it does not concern him individually; and as Arien Appel the day afterwards by award of arbitrators made an assignment to the pltf. of eight hundred guilders in tobacco, which he said he paid on a negro; and



as on the evening before, the principal question was about the house rent and not about the negro, when the deft. paid the eight hundred guilders, that the aforesaid eight hundred guilders shall go to the hire of the house and not to pay for the negro: the Burgomasters and Schepens condemn the deft. to pay to the pltf. one hundred and ninety guilders balance of the demanded rent, looking for his further claim where and as he thinks proper. Regarding the second, to vacate the house or give security; Burgomasters and Schepens decree, that the lease shall stand good according to contract as that does not require the giving security. And as the pltf. has a dormant mortgage for the rent on the furniture and other property, they dismiss his demand herein regarding the same.

Albert Leendertzen and Ariaantje Cornelis request by petition satisfaction and payment for, or restitution of their land taken by the Hon: Petrus Stuyvesant and laid out by allotment for the Village of N: Haarlem. Which petition being read to the Hon: Petrus Stuyvesant, he says he will answer thereunto. The W. Court order copy hereof to be furnished to Petrus Stuyvesant, to answer thereunto in writing.

On the handing in of the award of arbitrators in the case in question between Jeronimus Ebbinck, as attorney of Geraard Hamel, and Hendrick Jansen vander Vin, also the required costs, is endorsed: Burgomasters and Schepens approve the above award and dismiss Jeronimus Ebbinck's further demand.

Boele Roeloff and Pieter Jansen Marius entering as Deacons of this City represent, that Dirck Claasⁿ. Pottebacker has driven away his wife, and that the aforesaid woman suffers great want and lies on straw without bed or bedding in Herri Bresar's house at the Ferry by the Fresh Water, and has the ague; and that Dirck Clasen executed a writing in their favour for what he thinks to give for her support; but they say, they cannot get along with it. Therefore request, that an order be given for a larger maintenance; also that she may receive her bed, which she pledged for debt. Burgomasters and Schepens inform them thereon to write to the Magistrates at N. Haarlem, where the aforesaid Dirck Claas Pottebacker lives and that the abovenamed Dirck Clasen shall take back his wife or allow her more maintenance.

On the judgment, which Mattheus de Vos has obtained in date 2^d March last against the curators of the estate left by Raghel van Tien-

hoven, the President of Burgomasters and Schepens has ordered as follows on the 23^d March, as said De Vos states:—The Officer Allard Anthony is requested and ordered to put this in execution.

This day, 25th March 1665. Old Style, the Officer Allard Anthony has placed in my hands the original of the following copy:—

Vpon the complaint of Charles Bridges, and Sarah his Wife against William Newman and Thomas Senequam an Indian now in Custody Jou are hereby Required to simmon a Court to meete to morrow to Examine heare and determine the matters in Controversy betweene the said Par-tyes and to proceed therein according to Equity and good Conscience; Given under my hand at fort James in New Jorcke this 23^d day of March 1664: was signed Richard Nicolls. At the Side Stood:—To the Schout, Burgomasters and Schepens of New Jorcke.

Pursuant to the written order of Burgomaster Cornelis Steenwyck placed in my hands by Carel van Brugge in date as above, the following order is made:—

In pursuance to the order of the President of Burgomasters and Schepens of this City Schepen Tymotheus Gabry, Joannes van Brugh and Joannes de Peister are hereby appointed and authorized to appear this day at two o'Clock in the afternoon at this City Hall and to hear and to examine all such persons and acts as Carel van Brugge or his wife shall have to institute on and against the persons placed at his request in prison by the Officer Allard Anthony. Done, New Yorcke Situate on the Island of Manathan the 25th March, Old Style, 1665.

By order of the W. President of Burgomasters and Schepens, of the City aforesaid.

Joannes Nevius, Sec^r.

Saturday, 25th March 1665. In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevensen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacques Cousseau.

Interrogatories whereon William Niuman, a prisoner, is heard and examined in Court:—

First. How old are you ? First. Answers, Thirty Eight Years.

2. Where were you born ? 2. Ans: In England; in the County Foy in Cornwal.

3. Have you not sold an Indian to Carel van Brugh as a West India Indian ? 3. Ans: The Indian said, he was a West India Indian.

4. Did you not promise the Indian to come and bring him back fourteen days after he should have been clothed ? 4. Ans: No; but received him from M^r Jackson and the Indian so states to get his freedom thereby, knowing he has no writings by him.

5. Have you not stolen men's and women's garments ? 5. Ans: No: I have not seen any.

6. Have you not stolen any serge ? 6. Ans: No; Tho' the Indian says it; I have never seen any serge of hers, except what she gave me for the Indian.

7. Have you not stolen a wig from a chest ? 7. Ans: No; I have never seen any wig.

8. Have you not stolen knives ? 8. Ans: No:

Interrogatories on which is heard and examined in Court the Indian, whom William Niuman sold to Carel or Sara Verbrugge, named Thomas Senequam.

First. How old are you ? First. Answers, Twenty four years.

2. Whence are you ? 2. Ans: Was born at Boston.

3. Has not your Master William Niuman sold you to Carel van Brugge or his Wife ? 3. Ans: Yes.

4. Was it not with your free will ? 4. Ans: Can answer nothing thereto.

5. Have you stolen any man's or womans garments ? 5. Ans: No; nor do I know that Master has done so, and if I knew of it, I should say it.

6. Have you stolen any serge ? 6. Ans: No; but my master Niuman has given it to me and promised to give more, when he should fetch me.

7. Have you not stolen a wig from a chest ? 7. Ans: Master gave it to me and said he should cut his hair off, and put it on, when he ran away, and no one else would know, but he was an Englishman.

8. Have you not stolen knives ? 8. Ans: Yes, three knives.

9. Is he not M^r Jacksons servant ? 9. Ans. No agreement was ever made between me and M^r Jackson, but he is a free Indian and was never bound to him.

10. How comes it that you went away from M^r Jackson, when you

was his servant ? 10. Ans. Because he beat me and then he took my clothes and went away.

11. How is it you came to William Neuman and where ? 11. Ans: I came to him at Warryck, and William Niuman asked me, if I would go with him to Herfort he should give me ten shillings.

12. Did he give you the ten shillings when you came to Herfort ? 12. Ans: He came not there, but brought me here; also did not pay for the canoe sold to him.

13. How came it, that you resolved to accompany him here after you told him, that you would go to Herfort ? 13. Ans. We agreed together, that he was to teach me the trade of a tinker, and he should furnish me food and clothes for a long time.


14. Where is the written agreement entered into between you and Niuman ? 14. Ans: 'Twas left at Paketocq with Tomas Stanton to keep.

15. Did not you and William Niuman agree together to cheat whomsoever he should sell you to, and make a profit through you ? 15. Ans: No.

16. How came it then, that William Niuman sold you to Sara Bridges and you consented thereto ? 16. Ans: I consented thereto, because Will: Niuman promised to take him back in his boat, and bring him to a place, where this government had nothing to say; either to Boston or in the Virginias.

17. How comes it that you acted so dishonestly by your neighbours, as to endeavour to cheat another for Niuman's profit ? 17. Ans: My master ordered him so to do.

He further declares voluntarily, that he saw his master take a new pair of mens shoes from Mistress Bridges room, and carry them off, and saw his master have a dozen of copper Jews harps but does not know where he got them; but they were tied like those of Mistress Bridges. Carel van Brugge and his wife entering, the aforesaid interrogatories and the answers made thereunto were communicated to them, after which they request to have their own property back which remains in the hands of the Constable at Westchester, with costs thereon incurred and still to accrue; and that the Indian shall remain so long bound to them, until he shall have served out the remainder. William Niuman also entering and further heard and examined relative to the serge, wig and knives, answers—



that Tomas Senequam told some soldiers, that he bought the serge at Boston. To which Tomas Senequam answers, It is not true; but said that the cloth cost seven guilders at Boston; and as for the wig (which Tomas Senequam declares that William Niuman gave him, and said, he should cut off his hair, and put it on when he came to fetch him, and when he ran away no one should know, but he was an Englishman) he denies such again, and what relates to the knives denies that. William Niuman is asked, where he got Tomas Senequam. Answers, at Warryck and bought him from his master and gave forty pound sterling good pay for him, but not to M^r Jackson but on his order to another: says further, he made an agreement at Packetocq at Tomas Stanton's with the abovenamed Tomas to learn a trade with him for seven years, and after the seven years he should be free. Burgomasters and Schepens having heard Carel and Sara van Brugge against William Nieuman and Tomas Senequam and examined both on interrogatories and verbal debates; and confronted the aforesaid Niuman and Tomas above named with each other, decree that Carel and Sara van Brugge shall have to ask an order from the Hon^{ble} Governor Nicolls, whereby they may again get the property now in the hands of the Constable at Westchester. Meanwhile, that the abovenamed William and Tomas the Indian shall remain so long apprehended; and what it shall afterwards be found, that Carel and Sara van Brugge may come short, that William Niuman and Tomas Senequam shall have to pay that, with the costs incurred thereon and still to accrue, either in money or service, saving the right of the Officer.

Arent Juriaansen Lantsman requests by petition, that his wife, who is gone away from him to her parents, may be ordered to return. Apostille: Beletje, the wife of Arent Juriaansen Lantsman, is ordered to return to her husband, as it does not appear to the Court, why she has left her husband, and all persons are forbidden to harbour her.

Wednesday, the 29th March, 1665. In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Jacob Kip, Jacques Cousseau.

Arent Juriaansen Lantsman and Beletje his wife entering with Lodowick Post her father; the aforesaid Lantsman requests that his wife shall

return to him with the children. Whereupon the aforesaid Beletje shews in writing, why she was obliged to absent herself from her husband. The causes being read to the aforesaid Lantsman, he demands proof thereof and that two women may be sent for and heard. Beletje returning was informed of the difficulties, which would arise by her leaving her husband and unanimously urged her to return to him; and should it happen, that troubles again arise to bear them as well as possible. Burgomasters and Schepens having heard parties on both sides decree, that Arent Juriaansen Lantsman shall promise before God and justice to keep a peaceable house from now henceforward with his wife and to behave himself decently, and that if it be heard, that he misdemeans himself before his wife, and lawful cause be found to separate him, bed and board, from his wife, such shall be done. The above sentence being read to the aforesaid Lantsman, he promised in Court before God and justice to observe it, and to keep peaceable house with his wife and to live with her as an honest man ought to do, and that he shall never think of what has passed. After which Beletje with her father entering and being informed of the promise, which her husband has made, she also promises to demean herself toward her husband, as she is bound to do, whereupon they went home together.

The President of Burgomasters and Schepens states, that he was yesterday in company with Burgomaster Oloff Stevensen van Cortlant to the Hon^{ble} Gov^r Nicolls and that his Hon^r represented that, as the soldiers were not boarded or washed nor had pot or kettle to cook for themselves, it was therefore necessary to quarter the soldiers in the Burghers houses, saying he should furnish weekly to each soldier four pounds of meat, a pound and a half of pork, three pounds of pease and seven pounds of bread and that those, on whom the soldiers should be quartered shall for each soldier be paid weekly two guilders lodging money, which shall be paid by Burgomasters, for which the City shall have in addition to the great excise, the income of the Scales and the Ferry, and that eighty soldiers shall be quartered two and two in a house; requesting therefore, that each of the Board shall give his advice hereupon.

Whereupon Burgomasters and Schepens advise and resolve to see some Burghers, to endeavour to have them consent thereto.

Further the Board resolves to send the Officer to the Hon^{ble} Nicolls

and to acquaint his Hon^r, that Burgomasters and Schepens are assembled and request his Hon^r to be pleased, according to the resolution adopted yesterday, to come to the meeting.

The Officer returning reports, that his Hon^r is not yet dressed, and requests that Burgomasters and Schepens would please come to him.

Friday, 31st March 1665: In the afternoon. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacques Cousseau.

Divers Burghers and inhabitants being invited to appear at the City Hall this day, the subjoined appeared to whom the President of Burgomasters and Schepens communicated and made known, that the Hon^{ble} Governour Nicolls resolves, in consequence of the soldiers having committed here within this City great insolences and insults towards divers Burghers and inhabitants and are still committing such, and as they live together and have neither washing nor board, nor cooking done for them, but practise nothing but how to perpetrate these and other disturbances, that it is necessary therefore for the greater peace of the Burghers to quarter them out, in order to prevent further insolences and insults, and that his Hon^r promises to give weekly four pounds of meat, a pound and a half of pork, three pounds peas, and seven pounds of bread; and whenever then any troubles are heard, and any person suffer any damage or imposition, the Hon^{ble} Gov^r promises to make good the same and charge the damage to the soldiers, who are billeted in the house, where the damage occurs for not having prevented or endeavoured to prevent it; and those who have received any soldiers shall receive every week their lodging money. Therefore the President asks, who is inclined to take in any soldiers? then an agreement shall be made with them about the lodging money.

Abraham Kermel

Andries Andriezen

Hendrick van Bommel

Tomas Kock says he cannot.

Serjeant Exton excuses himself.

The Smith in the fort, absent.

Joris Dopzen, absent.

Tomas Hal, absent.

Abraham Verplanck, cannot.

Pieter Ebel, cannot.

The man in the Knight St. George can take only one.

Carvet	Lambert Mol	} absent
Cors Janzen cannot.	Hendrick Mol	
Tomas Major must go away.	Rutgert the Porter	
Tomas Sanderzen	Stoffel in Smits Valley, cannot.	
Teunis Tomazen Quick.	Jan Vinge, cannot.	
Jan Hend. van Gunst	Pieter Lauwerenzen cannot ; has no	
Jan Arensen	bed.	
Next Verlett	Pieter Hermzen.	
Albert Leenderzen	Jan Bos has no bed, otherwise	
Wessel Everzen	should ask it.	
Gerrit Manner takes two men.	Cornelis Drummer, cannot.	
Gerrit Janzen van Aarnhem departs	Barent Jacobzen, absent.	
with this Ship.	Spaniard, absent.	
Andries Rees says, he cannot do it,	Jan Jelizen Koeck absent.	
because he is afraid of being	Claas van Elslant cannot.	
robbed.	Tomas the Carman absent.	
Roelof the butcher undertakes four	Philippies widow cannot.	
persons, if he can agree.	Grietje chimney sweepers	
Paulus Turck says, one to be a	The sailmaker absent	
Tailor and is afraid more would	Joghim Beeckman cannot.	
inconvenience.	The Englishman next.	
Jan de Fries goes to Holland.	Bartholdus Maan absent.	
Pieter Janzen, Drummer, cannot.		

Carel van Brugge and his wife entering, he demands the sum of one hundred guilders in good pay in addition to the property, which he has received and for so much still missed and stolen by William Niuman from them, together with costs, and says he misses five shirts, eight ells of serge, one pair of shoes, knives, jews-harps and yarn. Tomas Senequam, an Indian, declares, that William Niuman's wife sent to him and notified him, that if he would say that he had stolen the serge, knives, shoes, yarn, jews harps, and shirts he should get his freedom and she would induce the soldiers to help him out of the hole and he gave for answer, that he would not do so.

Saturday First of April, 1665: In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van

Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip.


William Niuman, the prisoner, entering is informed, that Carel and Sara van Brugge say, that over and above the received goods, they miss five shirts, eight ells of serge, one pair of shoes, knives, yarn, jews harps; whereunto he answers, that he does not know, but they were the shoes, which she had bought from M^r Bridges. He is asked, if he bought the Indian for the whole of his life? To which he answers he bought the Indian of Jackson and can prove it; and that for forty pounds sterling, but has only a small note of it, and declares that the Indian engaged himself to serve him all the days of his life. The Indian Tomas Senequam also entering denies, having done it or any such thing. William Niuman, prisoner, being heard by Burgomasters and Schepens in presence of Carel and Sara van Brugge, pl^{ts}. against the same for and regarding the sale of an Indian made by him, and as the Indian, named Tomas Senequam says this Niuman has no right nor property in him to sell him; and whereas Carel and Sara van Brugge had paid Nieuman for the said Indian, which he got back at Westchester by a warrant of the Governour Nicolls, and saying they had incurred many expences with and for this Niuman besides the goods, which they miss out their house, some of which, as Tomas Senequam says, were stolen by William Niuman and some by himself; all which Niuman denies. Burgomasters and Schepens having well weighed the matter, with the Governour's approbation adjudge, as the evidence of an Indian is not sufficient, and the Indian admits that he himself stole, that the Indian Tomas Senequam shall serve Carel and Sara van Brugge, until he has satisfied the costs incurred, and William Niuman shall be released from confinement to bring in his proof, that the Indian belongs to him, when he shall take him back on payment of the costs incurred herein both for himself and for the Indian, and that within the time of three months on pain of being deprived of the Indian; Carel and Sara van Brugge being meanwhile ordered to satisfy and pay all said costs of locking and unlocking etc. The above sentence being exhibited to the Hon. Gov^r Nicolls by Cornelis Steenwyck and Joannes van Brugh deputed thereunto by the Board, and to request his Honour's approbation, returning report, that his Hon^r approves and commends the same.

Thursday, 6th April 1665; In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacques Cousseau.

The President states, that he and Burgomaster van Cortlant were at noon in the fort with the Hon^{ble} Governour Nicolls, and that his Hon^r accused them of sloth in regard, that they had not done their duty in quartering the soldiers in the Burgher's houses, saying if they had not sufficient authority he should give it them, and he should hear them once more on the subject in the evening and send for them for that purpose. They request therefore to know, what they should do in the matter; whereupon it was unanimously resolved and concluded by the Board, as it is a serious matter, to request from the Governour that the subject be postponed 'till tomorrow in order to hear thereon the old Burgomasters and Schepens as well as some of the principal Burghers, and to ask their advice.

Friday, 7th April 1665. In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister.

Bartholdus Maan entering complains and represents, that two soldiers struck him on the head on the 5th of April or thereabouts, New Style; secondly, that though the Honble Gen^l Nicolls forbade him to tap for the soldiers, he is nevertheless obliged to do so, for the soldiers force him to it; besetting in crowds his door and have taken two of his great glasses; thirdly, that the soldiers have accused him of having presented a pistol at them to shoot them, which is untrue, for they have taken the pistol from his bedstead and went away with it, but he got it again outside his door; fourthly, two soldiers were yesterday at his house, who asked for a can of wine, which he also tapped for them and whilst tapping they put their hands on his wife's belly, whereupon he said, that was not manners, and that Willem Bogardus had a quarrel with one of the soldiers and fell to fisticuffs with each other, and that meanwhile a soldier went from the house and fetched ten others, who came in with naked swords hacking and striking all within their reach, and that they gave him also a cut, also to Daniel Verveelen; further in the night after the rounds had passed, they smashed the windows in pieces, which was also done previously.



On the same date with the Schout, Burgomasters and Schepens, assembled as above, appeared both the old Burgomasters and Schepens, also some of the principal Burghers; whom the President of Burgomasters and Schepens informed that the Hon. Gov. Nicolls concluded, in order to prevent all the insolence and disturbances committed by the soldiers and which they still perpetrate, to quarter the soldiers on the Burghers; and that his Hon^r pledged himself that the houses, in which the soldiers should be quartered, should be freed from all dangers, as the soldier or soldiers therein would protect the house from disturbances; further that the soldiers shall every week be rationed with four pounds of meat, a pound and a half of pork, three pints of peas, and seven pounds of bread. Their advice is therefore required to be given if they are inclined to lodge one or two. Whereupon they unanimously excuse themselves and say they would rather contribute than receive the soldiers into the house.

The R^t Hon^{ble} Govern^r Nicolls appearing at the meeting was informed of the advice and resolutions of the assembly; and the said meeting was once more asked man for man, in presence of the abovenamed Gov^r Nicolls if they intended to receive and lodge soldiers, and what they mean to do. Whereupon answering they adhere to their expressed resolution, viz: they would rather contribute than lodge soldiers. After which the old Burgomasters and Schepens together with the Burghers present withdrew.

After the withdrawal of the same Gov^r Nicolls handed the following writing to the Burgomasters and Schepens assembled, asking, at the same time, if the Board were complete; to which was answered that two were absent, namely, Jacob Kip and Jacques Cousseau, who are sent for.

Copy :

These are to strictly Charge and requière yow that yow giue mee a Lyst of such houses as are capable to lodge the numbre of a hundred souldiers, and so to distribute them, that not aboue two may be lodged in any one house with respect to those condition I haue formerly made for easing the inhabitants by making good allowance of provisions to the Souldiers out of my Stores for so doeing the shall be to yow a sufficient ordre and discharge. Given vnder my hand this 7th April at the Stadts House to the Scout, Burgomasters and Schepens of N: Jorcke. Was signed R: Nicolls.

Burgomasters and Schepens having read the writing, state that the Commonalty dread receiving the soldiers, witnessing the insolence they at present commit.

Jacob Kip and Jacques Cousseau appear in Court to whom is communicated, the above writing of Gov^r Nicolls.

Extraordinary Court holden on Friday, 7th April 1665; at the City Hall. Present the Heeren Cornelis Steenwyck, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip.

Abraham van Tright, pltf. v/s Skipper Syvert van Bergen, deft. Pltf. concludes in writing, that the deft. shall be condemned to take on board his ship, according to promise fifty hhds. of tobacco, from which he shall realize his pay for the goods consigned by his father Cristoffel Gerrissen van Tright by the ship the *Broken Heart*, of which the deft. has come as skipper, to his brother Gerrit van Tright and sold to Mr. Jacques Cousseau; according to the custom here observed: with costs. Deft. denies having contracted to ship fifty tubs of pltf's tobacco; then says, he presumes the tobacco which he will ship is not his, for he sold his goods for exchange on Holland, as he himself informed him. Pltf. replying says, he must look to this tobacco to get his pay from it; and was sent over for this purpose; exhibiting the agreement made with Mr. Cousseau regarding the sale of the goods. Deft. says, if the pltf. will declare on oath, that this tobacco, which he will ship is his tobacco, and the proceeds of his goods, which he brought with him, then he will receive it, though he leave his own behind. Whereupon pltf. says he has no other tobacco on board, except what he is to receive his pay from. And whereas the matter is doubtful, parties are asked, if they will leave their difference to Burgomasters and Schepens, not as Judges but as Moderators; to which they answer on both sides,—Yes. The matter which parties have with and against each other being considered, discussed and weighed, Burgomasters and Schepens declare in quality as Moderators and not as Judges, that skipper Syvert van Bergen shall ship of the tobacco in question with M^r Abraham van Tright the quantity of thirty hogsheads and that each shall have to bear his own costs.

Tuesday, 18th April 1665; In the City Hall. Present the Heeren

Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

The Hon^{ble} Petrus Stuyvesant, pltf. v/s Jan Hendrickzen van Gunst, deft. Pltf. demands from the deft. the sum of one hundred and eighty guilders beaver value, balance of an obligation. Deft. says, he has paid thereon one hundred and sixty six guilders ten stivers in seawant @ twenty guilders per beaver to Dirck van Clyff for the pltf's a/c. requesting time for the payment of the remainder. Pltf. says, he accepts in payment the hundred and sixty six guilders ten stivers seawant, @ twenty guilders pr. beaver; demanding, therefore, still the hundred and eighteen remaining guilders. The W. Court condemn the deft. to satisfy and pay the pltf. in beavers value the remaining hundred and eighteen guilders.

Teunis Hermzen, pltf. v/s the Hon^{ble} Petrus Stuyvesant, deft. Pltf. demands from the deft. according to a/c signed by Mr. van Ruyven the sum of one hundred and forty nine guilders eight stivers fourteen pennies, bal^{ce}. Deft. says, the matter does not concern him personally, and therefore he is not indebted. Pltf. says, that the deft. accepted him here as a soldier. Burgomasters and Schepens having heard parties, decree that the pltf. must address himself to Cornelis van Ruyven and look for his pay there, who has the Company's effects in hand and has also signed the a/c.

Marcus Radley, pltf. v/s Schepen Jacques Cousseau, deft. Pltf. demands from the deft. seven hundred and fifty pounds of tobacco, for freight of two hundred planks sent for Isaack Bedloo to the Virginias. Deft. answers, the reasons why Isaack Bedloo has [not] paid are these; the pltf. had contracted to bring forty hogsheads [of tobacco] for Isaac Bedloo here, [which he has not] done. Pltf. replying says, he never refused to fulfill his contract. [Remainder illegible.] The W. Court order the deft. to satisfy and pay the pltf. the seven hundred and fifty pounds of tobacco.

Schout Allard Anthony, pltf. and arrestant, v/s Immetje Evers, arrested and deft. Pltf. says, that deft. has violated an attachment, which he prosecuted against her goods in date first November 1664, demanding the fine fixed thereunto. Deft. says, she was not attached but summoned and will confirm the same by oath; she can also prove it.

Pltf. says, it appears by Tonnemans book, that the boatmen were notified not to take her with them. The W. Court orders deft. to prove within twice twenty four hours, that the boatmen were not forbidden to take her with them and if she, deft., cannot bring any proof, because the sloop, in which she went away, may have departed upwards, she deft. shall give bail to exhibit such proof within the time of six consecutive weeks.

Isaack Grevenraat, pltf. v/s Nicolaas Daudits, deft. Pltf. demands, that the deft. shall receive fifty two pieces of green deer skins sold to him @ twelve stivers in beavers the piece, on condition of paying, what he promised for them; saying, if the deft. deny it, he shall have to confirm it on oath. Deft. says, he will declare in the presence of God, that he did not buy them. Pltf. replying says, he will declare on oath, that the trade was absolute and final. Parties being heard by the W. Court, it is decreed that the words spoken by the deft. in place of an oath, are sufficient enough; they therefore dismiss the pltf's. demand herein.

Wernaar Wessells, pltf. v/s Eghbert Meinderzen, deft. Pltf. demands from deft. for tax according to a/c rendered, the sum of one hundred and thirty nine guilders two and a half stivers. Defts. wife entering says, she has an offset a/c. The W. Court order deft. to deliver to pltf. her offset a/c within three times four and twenty hours.

[Mr. Hans] Kierstede, arrestant and pltf. v/s Tomas Wan—, arrested and deft. Deft. in default. Pltf. demands, that the attachment be declared valid. The W. Court declares the attachment valid.

Schout Allard Anthony, pltf. v/s Walter Saltus, deft. Deft. in default. Pltf. says, he has an action, because he [deft. ?] is a receiver of stolen goods; also that he has defrauded the City revenue; requesting therefore, that one of the Court Messengers may be placed in defts. house to keep the goods, which are therein, so that they may not be alienated, until he shall have purged himself herein. Burgomasters and Schepens grant the Officer's request.

Wernaar Wessells, pltf. v/s Jeronimus Ebbinck and Symon Janzen Romein, defts. Pltf. demands from defts. fifteen guilders four stivers for expenses disbursed on appearance in the settlement of the matter in question between skipper Moe Pietersen, whose attorney Symon Janzen Romein is, and Jeronimus Ebbinck regarding leakage of wines, and the matter was referred by the adverse party to arbitrators. Deft. Jeronimus

Ebbinck says, he knows of no appearance; Symon Jansen Romeyn acknowledging, that the matter arranged by arbitrators was written at the pltf's house. Parties being heard, Burgomasters and Schepens decree and order that the defts. shall pay to the pltf. each half of the demanded fifteen guilders, four stivers.

Wernaar Wessels, pltf. v/s Anneke van Borssum, deft. Pltf. demands from the deft. one hundred and thirty nine guilders three stivers in sewant balance of a/c delivered. Defts. son entering requests copy of the demand, to answer thereunto at the next Court day. The W. Court grant copy of the demand to party to answer thereunto at the next Court day.

Arien Huyberzen, pltf. v/s Hendrick Obe, deft. Pltf. demands from deft., as curator of the estate left by Gerrit Hendricksen van Harderwyck, sixteen guilders two stivers for costs. Deft. demands the deed of the house, and says if any thing were allowed to pltf., he shall come in concurrence. The W. Court having heard parties decree, that the pltf. shall furnish to deft. the demanded deed of the [paper destroyed] and the deft. shall pay him four guilders for the deed, and the pltf. shall then make no further demand from the other.

Dirck Clazen Pottebacker, pltf. v/s Antony Dirckzen, deft. Pltf. demands from the deft. seventy guilders disbursed monies and fifty guilders for the half of a canoe. Deft. says, he made a contract with pltf. who disbursed him the money, to serve him one year for the monies disbursed, receiving from the pltf. a pair of stockings, one pair of shoes, and that he served him three months; when the drum beat, he asked his liberty from the pltf. to enlist, who consented, on condition, that he should leave him thirty guilders to the good on the Company's a/c. and twelve days earned by him after that date and eight guilders disbursed by him at divers times; he requested a/c.; then he could not get any. The W. Court refer the matter in question to Hendrick Jansen vander Vin and Isaack Grevenraat, both old Schepens of this City, to hear and examine parties on both sides; to argue and decide the case; to endeavour to reconcile parties if possible; if not to report their award to the Court.

Abraham Lubberzen, pltf. v/s Gerrit the butcher, deft. Pltf. demands from the deft. seventy guilders for rent; also the damage done the

house. Deft. says, that his wife offered the pltf. a pledge and ought not to pay more than sixty four guilders; further that the house was not tight and that the pltf. said, if he did not make it tight before the winter, he would not ask for any rent. Pltf. denies it. The W. Court refers the matter in question to Roebert Roeloffsen and Nicolaas de la Plaine to hear and examine parties on both sides, to endeavor to reconcile them if possible, if not to report their award to the Court.

Jacob Teunizen Kay, pltf. v/s Jan van de Water, deft. Pltf. demands, that the deft., who is hired by him for a year, shall serve out his time. Deft. admits to have hired himself to the pltf. for a year; and says he served him half a year and they came to words with each other, he shoved him on the breast and told him to quit his house. Pltf. replying denies it; then says, that he told him, if he will not do his work he must leave. Parties being heard on both sides, the W Court order deft. to serve out his time with the pltf.

Huge Barentsen Clein, pltf. v/s —, baker, deft. Pltf. demands from deft. one hundred and fifty guilders eighteen stivers according to a/c. prosecuting an attachment, made on defts. goods with Nicolaas de Meyer, old Schepen of this City. Deft. says he promised pltf. a lot of firewood and it lies in the bush and he informed the pltf. to have it hauled and he did not do so: saying further that he, the pltf. has a ring of his wife's in pledge. Burgomasters and Schepens refer the matter in question regarding the item of a/c. to Hendrick Jansen van der Vin and Isaack Grevenraat, both old Schepens of this City, to take up the a/cs which parties have against each other; to hear and examine parties thereupon; to decide the case and to endeavour to reconcile parties if possible; if not, to report their award to the Court.

Denys Isaackzen, pltf. v/s Abel Hardenbroeck, deft. Pltf. says, that the deft. contracted with him to make a tub, according to declaration produced; and that he then caused another to make it; demanding that he may make the tub and he be paid the costs. Deft. admits having had some talk together about this, but he refused the pltf. the making of the tub, as he had made other tubs, which were no good; saying he can prove so. Pltf. says, he will make a good tub or no money. The W. Court order deft. to prove, that the tubs made by the pltf. are no good.

M^r Gerlent, arrestant and pltf. v/s M^r Woodert and Moses Dorham,

arrested and defts. Pltf. demands from the defts. payment of the quantity of seven hundred and twenty pounds of tobacco according to obligation against Tomas Jervits, defts.' principal. Defts. say they will pay, if the witnesses, who signed the obligation with Tomas Jervits, will declare on oath, that the signature of the obligation is the hand of Tomas Jervits. Willem Palsen, one of the witnesses entering, has affirmed on oath at the hands of the Officer, that he signed the obligation produced as witness and saw that Tomas Jervits also had signed and sealed it and delivered it over to M^r Gerlant. Therefore Burgomasters and Schepens condemn the defts. to satisfy and pay the pltf. the demanded seven hundred and twenty pounds of tobacco according to obligation; the attachment remaining meanwhile valid.

Charles Stockx, Tomas Sex and Francois Nouvelle, arrestants and pltfs v/s Moses Dorham, arrested and deft. Pltfs. demand from the deft. their earned monthly wages. Deft. says, he does not know, how their contract runs in the Virginias. Pltfs. say as their unloading is here, they seek their pay here, fearing when they come to the Virginias the tobacco will be away and then they cannot get any payment. Parties being heard on both sides, Burgomasters and Schepens decree and order the deft. to pay for their principal to the pltfs. their earned monthly money; then the pltfs. shall be bound to fulfill their voyage towards the Virginias.

Cornelis Pluyvier, pltf. v/s Aaltje Constapels, deft. Pltf. demands from the deft. one hundred and fifty guilders in seawant. Deft. says, she assigned pltf. over to Teunis Hermsen, with which he was satisfied. Pltf. says, assignment is no pay and he has not received any payment. Deft. says, she sold Teunis Hermsen two different a/cs against some in the Esopus. Teunis Hermsen entering admits freely to have bought the a/c of Aaltje Constapels, then says received nothing from the people; admits having accepted to pay Cornelis Pluyvier. Pltf. exhibits an a/c subscribed by Teunis Hermsen. Parties being heard and in addition the a/c being seen, which the pltf. produces against Teunis Hermsen and accepted to be paid by said Teunis according to signature, Burgomasters and Schepens decree that the pltf. shall have to collect the demanded hundred and fifty [guilders] brought in Teunis Hermsen's a/c., from him, and not from the deft. Aaltje Constapels.

Tomas Sex, pltf. v/s M^r Woddert, deft. Pltf. demands from deft. nine hundred and fifty three pounds of tobacco according to obligation ag'st Tamis Jarvits, the defts. principal. Deft. says, he is fully aware of the obligation. Burgomasters and Schepens order M^r Woddert to pay to the pltf. the nine hundred and fifty three pounds of tobacco according to the tenour of the obligation.

The Hon^{ble} Petrus Stuyvesant, pltf. v/s Arien Appel, deft. Deft. in default.

Schout Allard Anthony, pltf. v/s Mighiel Tades, deft. Deft. in default.

Wernaar Wessels, pltf. v/s Jan Bos, deft. Deft. in default.

Wernaar Wessels, pltf. v/s Arien Appel, deft. Deft. in default.

Arien Appel, pltf. v/s Pieter Schaafbanck, deft. Pltf. in default.

Freryck Flipzen, arrestant and pltf. v/s Don Pauwel, arrested and deft. Deft. in default. Pltf. demands, that the attachment served on the deft. shall be declared valid. The W. Court declares the attachment valid.

Arien Huyberzen, pltf. v/s Freryck the cooper, deft. Deft. in default.

Cousyn Gerrisen, pltf. v/s Eghbert Wouterzen, deft. Deft. in default.

Seletje Frerycks, arrestant and pltf. v/s Jan Adriaanzen Duyvelant, arrested and deft. Deft. in default. The W. Court declares the attachment valid.

Isaack Grevenraat entering requests, that his house, where the soldiers are quartered may be again placed at his disposal on the first of May, when the lease is expired.

Daniel Verveelen entering prosecutes an attachment served on the monies of Jacob Vis in the hands of Symon Jansen Romeyn, requesting that the same be declared valid.

In the Afternoon of the 15th April 1665 the Schout, Burgomasters and Schepens being assembled:—

Francois Rymant appears in Court demanding satisfaction for his wound received in Bartholdus Maan's house, maintaining that the afore-said Bartholdus Maan inflicted it on him or that he knows, who gave it to him. He was informed that the Officer shall enquire about it.

Burgomasters and Schepens having considered the answer of Symon Jans Romeyn rendered to the demand of Jacob Vis persist in their order rendered in date 2^d March last, and as Jacob Vis admits himself incapable of arguing his case, he may substitute another.

Wednesday Afternoon, being the 19th April 1665; are assembled at the City Hall the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Paulus Leenderzen vander Grift, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

The President states, the Governour Nicolls has ordered in writing the Burgomasters and Schepens, after divers debates previously had, to quarter one hundred soldiers on the Burghers and inhabitants of this City, for which on his side he promises to pay weekly as lodging money for each soldier the sum of three guilders in sewant or goods equivalent besides their weekly rations; whereupon Burgomasters and Schepens expressed their duty to induce the Commonalty thereto. Then they found no one disposed thereto, except by adding two guilders for each soldier in addition to the aforesaid three guilders, and they accordingly found quarters for the aforesaid hundred soldiers, which they made known and communicated to the Hon. Mr. Nicolls and delivered the list to his Hon^r, where the soldiers should be quartered, who gave it to Capt^t de la Vaal and Capt Salisbery with orders to inspect the houses, where the soldiers should be quartered, to see if they were adapted for the reception and lodging of the soldiers; after which inspection they made report to his Hon^r judging almost all fit except fifteen in number wanting double bedding and pillows for two persons, which Burgomasters and Schepens having fitted up, they were delivered over to Capt Salisbery on the 18th of this month by order of the Hon: Gov^r Nicolls; and whereas his Hon^r is about to depart for Boston, which he will do in three or four days, his Hon^r thought fit to suspend the quartering until his return here, so as to remove difficulties between Burgher and soldier, on condition that Burgomasters and Schepens should pay now to the soldiers the two guilders per week in sewant as lodging money, which they had previously promised to the Burghers for the quartering the soldiers; and whereas Burgomasters and Schepens have requested and urged many Burghers in addition, as before, to lodge soldiers, who gave for answer they would much rather

contribute than lodge soldiers, they have taken such into their serious consideration and resolved to accept the proposition of General Nicolls considering it to be best for the Commonalty and good inhabitants of this City: They have therefore resolved and hereby resolve thereupon to make a general assessment, what each shall have to pay weekly for the time of six weeks, and have resolved as the following list shews; from which assessment [if] more than the two hundred guilders weekly for the soldiers shall be paid, if the monies to be collected reach so far, whatever the Burghers have heretofore disbursed to the garrison previously stationed in this City: And the City orders the Burghers to be paid the same as Nicolaas de Meyer, Isaack Grevenraat, Molengraaf, Arien Appel, and Jacob Teunissen, baker, etc.

LIST OF THE BURGHERS AND INHABITANTS OF THIS CITY THAT
ARE ASSESSED:

<i>The Marketfield.</i>		Gerrit Fullewever.....	2.
The Hon. Petrus Stuyvesant..fl.	4.	Pieter Simkam.....	1.10
Annetje Kocks.....	2.	Jan Fries.....	1.10
Mr. Marten Cregier.....	2.	Jan Jelizen Kock.....	—
François Boon.....	2.	Jan Hend: van Gunst.....	1.
Mr. Cornelis van Ruyven....	4.	Pieter Ebel	1.
Antony de Milt.....	2.	Paulus Turck.....	1.
Mr. Allard Anthony.....	3.	Albert Janzen.....	1.
Frerick Arenzen.....	1.	Marten Hofman.....	1.
Lysbet Ackermans.....	—	Aaltje Constapels.....	1.
Jonas Barteltzen	2.	Barbara d ^o	1.
Metje Grevenraat.....	1.	Jan Joosten.....	2.
<i>The Heere Straat.</i>		Adam Onckelbagh.....	1.10
Lucas Andriezen.....	2.	Pieter Janzen	1.
Dirck Wiggerzen.....	1.10	Adriaan Andriezen.....	—
Mr. Paulus Leenderzen van		<i>On the Strand of the N: River.</i>	
der Grift.....	4.	Jacob Leenderz: van der Grift	1.
Hendrick van Dyck.....	2.	<i>The Cingel or City Wall.</i>	
Jacob Swart.....	1.	Jan Janzen van Langedyck...	1.
Tomas Major.....	1.	Jan Teunizen, miller.....	1.
Abraham Pieterzen, miller....	1.	Jan Videt.....	1.

Abraham Kermer..... 1.	Nicolaas de Meyer..... 4.
Grietje, the chimney sweep's wife..... —	Huge Barenzen Clein..... 2
Jacob Janzen Moesman..... 2.	Walraven Claarhout..... 4.
Dirck the woolspinner..... —	Freryck Hendrick, cooper... —
Barent Eghbertzen..... —	Alexander Stultke..... 1.
Pieter Janzen..... —	Sybout Clazen..... 1.
Dirck van Clyff..... 3.	Arien van Laar..... 2.
<i>High Street.</i>	Aldert Conninck..... 2.
Anneke Litsco 2.	Jacob van Couwenhoven..... 1.
Jan Laurens 3.	Joannes van Couwenhoven... 1.
Andries Joghimzen..... 1.	Lambert Barenzen..... —
Abraham Lubberzen..... 1.	Hendrick van de Water..... 1.10
Reinout Reinoutzen 2.10	Laurens van der Spygel..... 2.
Mr. Govert Loockermans.... 3.	Walter Salter..... 1.
Mr. Joannes van Brugh..... 4.	<i>The Waal.</i>
Wernaar Wessels..... 2.	Guiliam d'Honneur..... 2.
Dirck Janzen van Deventer.. 2.	Hendrick Obe..... 2.
Jeremias Janzen Hagenaar... 1.	Balthazar de Haart..... 4.
Abraham Clock 1.	Carel van Brugge..... 3.
Isaac Bedloo 1.	Gerrit Janzen Stavast..... 2.
Evert Duyckingh..... 2.	Hans Stein..... 2.
Stoffel Hooghlant..... 2.10	Sybrant Janzen Galma..... 1.
Abiggel Verplanck..... —	Cornelis Janzen van Hoorn... 1.
Dauid Johimzen 1.	Adolf Pieterzen 2.
Asser Levy..... 2.	Jacob Hendrickzen Varrevan- ger..... 3.
Barent Cours..... 2.	Reiner Rycken..... 2.
Arien Huybersen..... 1.	<i>By the Water.</i>
Wessel Everzen —	Hans Dreper..... 2.
Arent Isaackzen..... —	Frans Janzen van Hooghten.. 2.
Cornelis Janzen, woodsawyer. —	Nicolaas Janzen, baker..... 2.
Cornelis Janzen Pluyvier.... 1.	Samuel Etsal..... 2.
Cors Janzen 1.	Joannes de Witt 2.
Hendrick Asuerus 1.	Jurrien Janzen van Auweryck —
Joannes Nevius —	Hermen Wessels..... 2.
Pieter Janzen Schol..... 1.	Mr. Tymotheus Gabry..... 2.10

Metje Wessels..... 2.
 Paulus Richard..... 2.
 Laurens de Sille..... 2.
 Hans Kierstede 2.
 Jacob Laislar 2.
 Arien Appel..... 2.
 Daniel de Hond Coutrie..... 4.

The Pearl Street.

Pieter Wolferzen..... 2.
 Hendrick Janzen van der Vin 1.
 Mr. Jacques Cousseau..... 4.
 Pieter Aldricks..... 2.
 Tomas Conninck..... 1.
 Hendrick Bos..... 1.10
 Gerrit van Tright..... 4.
 Pieter Cornelizen..... —
 Claas Bordingh..... 2.
 Jan Gerrisen van Buytenhuyzen..... 1.
 Wil Koeck..... 1.
 Estiene Guineau..... —
 Walewyn van der Veen..... 1.
 Tomas Fransen Carman.... 2.
 Jurrien Blanck..... 2.
 Tybout N..... —
 Pieter Jacobzen Marius..... 2.
 Tomas Lamberzen..... 2.
 Tomas Laurens..... 2.

Behind Pearl Street.

Symon Barenzen..... —
 Jan Schouten..... 1.
 Isaack Grevenraat..... 2.
 Jan Everzen Bout..... 2.
 Pieter de Rymer..... 1.10
 Jan Dirckzen Mayer..... 2.
 Lodowyck Post..... —

The Brewer Street.

Freryck Flipzen..... 4.
 Reinier Willemzen, baker.... 2.
 Mattheus de Vos..... 2.
 Jeronimus Ebbinck..... 4.
 Isaack de Foreest..... 2.
 Mr. Olof Stevenzen van Cortlant..... 4.
 Jan Janzen van St. Obin..... 1.
 Isaack Kip 1.
 Freryck Gysberzen van den Bergh 2.
 Hubert Hendrickzen..... 1.
 M^r. Evert Pieterzen..... 1.

Winckel (Shop) Street.

Hendrick Janzen, baker..... 1.
 Arent Jurriaanz: Landtsman.. —
 Mr. Joannes de Peister..... 3.
 Mighiel Enel..... 2.
 Ægidius Luyck..... 1.

Bridge Street.

Mr. Cornelis Steenwyck..... 4.
 Barent Jacobzen Cool..... —
 Jacob Vermont..... —
 Jacob Teunizen Kay..... 2.10
 Hendrick Kip, the elder..... 1.
 Jan Adriaanzen Duyvelant... —
 Annetje Smits..... 1.
 Hendrick Willemzen, baker.. 2.10
 Pieter Janzen, steenhaler (stone drawer) —
 Pieter Nys..... 2.

The Heere Graft.

Cornelis Melyn..... 1.
 Ambrosius de Weerhem..... 1.
 Teunis Kray..... —

Symon Janzen Romein..... 3.	Willem de Tunier (the gardener) —
Lucas Dirckzen..... 2.	<i>Prince Street.</i>
Bartholdus Maan..... 2.	Albert Pieterzen Swart..... 1.
Stoffel van Laar..... 2.	Daniel Verveelen..... 2.
Claes Pauluzen..... 1.	Gerrit Manate..... —
Nicolaas Verbraack..... 2.	<i>The Beavers Graft.</i>
Pieter Winster..... 1.10	Roelof Janzen van Meppelen. 1.
Coenraat ten Eyck..... 2.10	Hendrick van Bommel..... 1.
Dauid Wessels 2.	Dirck Storm..... —
Aaght Jans, wid: of P. van Naarden..... —	Jan Janzen van Brestee..... 2.
Nicolaas du Puys..... —	Eghbert Wouterzen..... 2.
Joghim Beekman..... 1.	Eghbert Meinderzen..... 1.10
Jacobus Backer 3.	Tomas Sanderzen..... —
Albert Keuninck —	Teunis Tomazen Quick..... —
Symon Felle..... 1.	Jacob Leunizen..... 1.
Adriaen Vincent..... 1.	<i>Marketfield Alley.</i>
James Daudits 2.	Claas van Elslant, the elder.. —
<i>The Prince Graft.</i>	Isaack Abrahamzen..... —
Boele Roelofzen..... 2.	Andries Clazen..... 1.
Nicolaas de la Plaine..... 1.10	Jan van Gelder..... 1.
Cornelis Barenz : van der Kuil 1.	Elsie Barens..... —
Jacob Mens..... 1.	Lambert Hend: van Campen. —
Paulus Andriezen..... —	Jan Adamzen —
Obel Hardenbroeck..... 2.10	Jan Meinderzen, carman..... 1.
Tomas Lodowycken 2.	<i>Smee (Smith) Street.</i>
Joannes Hardenbroeck..... —	Meindert Barenzen, cooper.. 2.
Mr. Jacob Kip..... 3.	Geertie Jans..... 1.
Jan Arenzen..... —	Jan Roelofzen..... —
Rutger the porter..... —	Joris Dopzen..... 1.
Freryck Hend: Boogh..... 1.	Andries Ress 1.
Claas Tyzen..... 1.	Immetje, wid: of Frans Clazen —
Denys Isaackssen..... 1.10	Willem van der Schuyr..... —
Willem Abrahamzen van der Borden..... 1.10	Andries Andriesen..... —
Bay Koesvelt..... 2.	Cornelis Hendrickzen, drummer..... —

Gerrit Janzen van Aarnhem.. 1.	Cornelis Janzen Clopper..... 2.10
Jan Wouterzen..... 1.	Pieter Hermzen —
<i>In the Smiths Valley.</i>	
Tomas Hall..... 2.10	Pieter Janzen —
Abraham Verplanck..... 1.	Marten Clazen Smith..... 2.
Lambert Huyberzen Mol.... 1.10	Jan Janzen Bos..... 1.
Abraham Lamberzen Mol.... 1.	James Web in the Knight St.
Jan Vinge..... 2.	George —
Stoffel Elswaart 1.	Augustyn Heermans 1.
Joost Carelzen 1.	<i>Without the Land-gate.</i>
Herry Bresar..... 1.	Dirck Sisken..... 2.
The wid ^r of Laurens Lauren-	Cornelis Aarzen..... 2.
zen..... —	Pieter Stoutenburgh..... 1.
Pieter Laurenzen..... —	Gerrit Janzen Roos..... 1.
Jan Ariaanzen, ship carpenter 1.	Jacob, the Frenchman..... —

Jan Jelisen Koeck is hereby authorized by the Burgomasters and Schepens to go, with one of the Court Messengers from house to house with the assessment list, and collect the monies from each for so much as he is assessed. Done etc.

By Order etc.

This date, 20th April 1665: the above acte of authorization with the assessment list being handed to Jan Jelisen by the Burgomasters and one Schepen he was ordered to prepare both notes and strings of wampum of two guilders to two hundred guilders and deliver them to the Treasurer, but he may give the residue of the money in a greater sum to the Treasurer, but he shall not receive any sum without counting it, as he must be responsible for the monies, for the counting of which he shall get ten guilders a week.

Thursday, 20th April 1665: In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Schout Allard Anthony, pltf. v/s Walter Salter, deft. Pltf. says, that he went last Saturday evening by order of the Hon^{ble} Govern^r Nicolls, to the defts. house, at the demand of David Werren and George Walker

to search the house and to look for certain cordial called *Rosa Solis*, which was brought to defts. house and stolen from the complainants and enquired of the deft. for the *Rosa Solis*, who answered it was not there and he knew not of it, and after further search made he found a half anker under the bed, in which there was yet some *Rosa Solis*; concluding therefore, that the *Rosa Solis* found be forfeited as it is smuggled, and further that he be condemned in a fine of two hundred guilders Holland currency according to placard; and that he be moreover punished as a receiver of thieves for having the stolen goods in his house; with costs. Deft. demands, that justice be done him according to the English laws and that his accusers shall appear face to face, be prepared with sufficient proofs to sustain the accusation and in default of proof, that he may have a valid consideration for his trouble damage suffered.

In the Afternoon, 20th April 1665; the above named Magistrates were assembled, except Tymotheus Gabry and Joannes van Brugh.


George Walker and besides him Walter Salter appear: the above named Walker demanding restitution from Walter Salter for half an anker of Cordial, stolen from his boat, as the same was found, on a search by the Officer, in the above named Walter Salters house, saying a man is outside, who has knowledge of the matter. Yvent Davidt having knowledge of the matter entering is asked to tell the truth and is notified, that he shall have to confirm his declaration by an oath, explaining to him what an 'oath means. The abovenamed Yvent Davidts declares, that on the thirteenth of this month or thereabout in the evening Walter Salter and a Dutchman to him unknown came on board of the abovenamed George Walker with a canoe and that he gave him a half anker of Cordial from the aforesaid vessel, which Walter Salter laid in his canoe and brought it ashore and that he himself went ashore in the canoe with the abovenamed Walter Salter and that Walter Salter carried the half anker himself from the canoe into his house, about, as he should guess, between nine and ten o'clock in the evening, and that he also that same night drank out that half anker in Walter Salters house and as he lay drunk, the half anker, from which Walter Salter himself tapped, stood by the bed and that he drank again out of it now and then through the night and that there was no other company than the one or the other, who came

in and out, but that Walter Salter took no money for it. The witness being asked, as he was drunk, how he could remember, what he saw, he answers, that more passed but he cannot remember except what he has declared. The aforesaid Yvent Davidts has confirmed his aforesaid declaration on oath at the hands of the Officer, and that what he has declared being truthful and true. Walter Salter having heard this declaration, says he excepts to what Yvent Davidts says—that he did not drink with any company except comers and goers, demanding that to that end may be heard the following persons:—Zacharias See, Bartholme Salter and Jeems Parmer entering declare, that they drank the second night altogether and that more soldiers were called in by Yvent Davidts to Walter Salter's—are asked if they do not know the Dutchman, who was present and answer thereunto, No, saying Walter Salter even does not know him. Burgomasters and Schepens order Walter Salter to bring in tomorrow early, his further evidence which he has against the aforesaid accusation, and to deliver it in writing to the Secretary Nevius.

Tuesday, 25th April 1665. In the City Hall. Present the Heeren Allard Anthony, Cornelis Steenwyck, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Schout Allard Anthony, pltf. v/s Walter Salter, deft. Pltf. demands, that deft. shall bring in his evidence pursuant to the order of the Court of this City dated 20th April. Deft. produces accordingly the evidence and answer to the accusation in writing. The Officer demands copy thereof to answer thereunto on the next Court day. Deft. demands, that the payment of charges and the affront endured may be taken into consideration. The W. Court grants the pltf. copy to answer thereunto at the next Court day.

Schout Allard Anthony, pltf. v/s Mighiel Tades, deft. Pltf. says, that he came to defts. last Sunday about ten o'clock in the morning during the preaching and there found sitting in a little side room, Hans the Noorman and another and coming into the room he found on the stair a little can and a glass, in which wine was; concluding for the fine according to Placard, because he tapped during the preaching. Deft. says, he was then in Church with his daughter; he left his little boy alone at home



and charged him to let no one into the house; also gave no order to tap; and that Hans the Noorman came in to chat with a man living in the house, named Matthys de Hagenaar—offering to confirm by oath, that he had not given any order to tap either to his son or to any other person of the house and that the aforesaid persons received strong drink without his knowledge. With which offer the Officer expresses himself satisfied.

Wernaar Wessels, pltf. v/s Jan Bos, deft. Defts. second default. Pltf. demands from deft. forty six guilders six stivers according to a/c delivered. The W. Court order deft. to bring the monies in consignment of this City.

Nicolaas de Meyer, arrestant and pltf. v/s Tryntje Herders, arrested and deft. Pltf. demands from deft. one hundred and thirty five guilders seventeen stivers with costs and asks that the attachment made of defts. person may be declared valid. Deft. admits the debt, then demands as an offset from the pltf. the quantity of ten beavers for the use of her wagon and horses, to carry his wife and other women to the Flat Bush in the English troubles. Pltf. says, that he has to pay no more than his share herein. Burgomasters and Schepens refer the matter in question to Govert Loockermans and Jan Vinge, both old Schepens of this City, to hear and examine parties, to discuss and decide the case, to endeavour to reconcile parties if possible; if not to report their award to the Court.

Seletje Freryck, pltf. v/s Jan Ariaanzen Duyvelant, deft. Defts. 2^d default. Pltf. demands from deft. about two hundred and twenty guilders. The W. Court order deft. to bring the monies into consignment of this City, the attachment issued and sued against the deft. on the 18th instant remaining meanwhile valid.

Wernaar Wessels, pltf. v/s Eghbert Meinderzen, deft. Pltf. says, that he has not yet received any a/c from deft. pursuant to the order of the last Court day, demanding therefore the hundred and thirty nine guilders two and a half stivers with costs. Defts. wife entering exhibits the a/c, which is handed to the pltf. The W. Court refer the matter in question to Reinier Rycken and Pieter de Nys to take up the a/cs which parties have against each other, to hear and examine parties thereon, and to endeavour if possible to reconcile them; if not to report their award to the Court.


Schepen Jacques Cousseau, pltf. v/s M^r Abraham van Tright, deft.

Pltf. says, he bought from the deft. a few days after his arrival here, his cargoes brought with him, for which was to be paid the freight to the skipper and in addition fifty eight per cent. in Holland after the safe arrival there of the ship, the *Broken Heart*, on condition that the deft. should ship fifty hogsheads of his pltf's. tobacco; and whereas deft. failed to fulfill it and has shipped only thirteen hogsheads, he persists in his notice and protest served yesterday on him deft., with costs. Deft. admits having made such agreement with the pltf. to obtain his payment from this tobacco in Holland. Pltf. demands, that the deft. shall be condemned to fulfill the contract entered into with him. The W. Court orders the deft. to fulfill and perform the contract.

M^r Abraham van Tright, pltf. v/s Skipper Syvert van Bergen, deft. Pltf. demands inasmuch as deft. has not obeyed the award of Burgomasters and Schepens as arbitrators in the case between him and the deft. regarding the freight of thirty tubs of tobacco, that deft. shall be condemned to carry over the fifty tubs of tobacco; claiming all costs and damages suffered or to accrue in consequence of his not taking the fifty hogsheads of tobacco over. Deft. says, his ship is full and he cannot load the tobacco. Burgomasters and Schepens condemn the deft. to ship and carry over the seventeen tubs of tobacco, balance of the thirty according to the award as before.

Wernaar Wessels, pltf. v/s Anneke van Borssum, deft. Pursuant to the order of the last Court day, defts. son delivers, through the Court Messenger, his answer to the demand of the pltf. and some papers appertaining thereto. Burgomasters and Schepens refer the case in question to Isaack Grevenraat and Cristoffel Hooghlant to take up the a/cs of parties on both sides, to hear and examine parties, to discuss and decide the case, and endeavour to reconcile parties if possible; if not to report their award to the Court.

Freryck Gysberzen vanden Bergh, pltf. v/s Joannes de Witt, deft. Pltf. demands from the deft. one hundred guilders and six and a half stivers. Deft. says, that the pltf. brings in his a/c. certain debt due by Jan Gerrisen van Marcken to him pltf. according to a/c producing the same. Pltf. says, that the deft. has agreed to pay it. Deft. denies it saying, if the pltf. can prove it he will then pay. The W. Court orders the pltf. to prove that the deft. has accepted to pay for his father in law



Jan Gerrisen van Marcken and in default of proof to look to his father in law.

Cousyn Gerrizen, pltf. v/s Eghbert Woutersen, deft. Pltf. demands possession of a farm of Wolter van Twiller's according to acte executed to him by Gerrit Rees. Deft. says, he has incurred expence on the farm, for which he agreed with Rensselaar, that he should have the use of it for four or five years, and that Rensselaar has let him know, that no one else but he has authority over it and shall send him down the conditions. Burgomasters and Schepens decree, as no power of attorney is exhibited, that the case shall be postponed, until Rensselaar writes down or until procuration be exhibited; and deft. shall meanwhile have the use of the land as long, as his lease runs.

Francis Freeman, pltf. v/s Bartholdus Maan, deft. Pltf. says, he was stuck at defts. house in his head and throat with a knife, demanding satisfaction thereof from the deft. or that he shall point out the man, who has done so, as it happened in his house. Deft. says, that the pltf. broke his windows two different times and cut himself with the point in his shoulder. Pltf. demands proof thereof. Burgomasters and Schepens find the case to be obscure and cannot be disposed of by them; therefore order parties to be reconciled to each other by the award of Mr. Paulus Leendersen vander Grift, old Burgomaster of this City, and Jan Lauwerens, who are requested to hear parties in presence of Schepen Tymotheus Gabry and to reconcile them with each other.

Serjeant Exton, pltf. v/s Gerrit Janzen Stavast and his wife, defts. Pltf. says, he bought a feather bed from defts., on which he gave them one hundred guilders and at that time had no money to pay altogether and paid the entire sum six weeks after date, leaving the bed in defts. hands: he went to fetch the bed not by day, but about twelve o'clock at night and having brought it away he discovered the day after, looking at the bed, that it was cut, and he thought the bed was not so heavy with feathers, as when he bought it; whereupon he went to the defts. saying to them—the bed is lighter of feathers, than when I bought it; also there was no cut in it—asking them how the cut did come into it. Whereupon Gerrit Jansen said, that it was cut, to shew how good the feathers were; and that his wife came in thereupon, who asked her husband, what he pltf. said; who thereupon answered, that he said, there was a cut in the

bed and that he thought some feathers were taken out of it; whereupon the woman said it was not so and that the bed was, as it came from Holland. Defts. admit, that there was a cut in the bed, which was made fully a month or five weeks before he, the pltf., had bought the bed, when there was an Englishman from the Virginias about buying it in order to shew him the feathers, acknowledging they, defts., had said that the bed was as it came from Holland and they say, no feathers were taken out of it, but that they are all in still. After some further explanations parties are agreed with each other in Court and arranged, to wit—that the defts. shall have their bed back and the pltf. his money, which he has given for the bed.

David Werren entering wishes to know, whether the matter between him and Walter Salter is disposed of and he shall have any satisfaction for the Cordial stolen from him. Whereupon he was informed by Burgo-masters and Schepens, that Walter Salter has handed in a written answer as well as divers declarations relating hereunto, so that the matter cannot be so speedily disposed of, and that Walter Salter demands satisfaction for his loss and trouble. David Werren says, had he left his thieving and robbing, he should not have been troubled.

M^r. Woddert, arrestant and pltf. v/s M^r. Joons, arrested and deft. Pltf. demands from deft. thirty shillings sterling for passage money. Deft. says, he agreed with Thomas Jarvits in the Virginias for thirty shillings sewant and that the abovenamed Jarvits told him, that was the value of ten shillings in silver, which he confirmed by oath at the hands of the Officer Allard Anthony. The W. Court decree therefore, that the deft. can satisfy and pay the pltf. in the quality in which he acts with thirty shillings in sewan.

Cornelis Pluyvier, pltf. v/s Aaltje Constapels, deft. Deft. in default.

Jamis Daidts, pltf. v/s Claas Dicklofzen, deft. Deft. in default.

M^r. Evert Pieterzen entering requests to know, what is done with his petition; whereupon he was informed, that it with other petitions was shewn and delivered to the Hon^{ble} Governour Nicolls, who has postponed the matter until his return.

Symon Janzen Romein entering represents, that the matter in question between him and Jacob Vis regarding the black amber is so far set-

tled by arbitrators, appointed thereunto by the Court, to the species of payment, whether in beavers or in seawant; on which Burgomasters and Schepens will please render their decision, as the aforesaid arbitrators are not willing to proceed therein, saying the award remains in the hands of Mr. Jacques Cousseau, who exhibits the same and it is read by Burgomasters and Schepens.

Cornelis Pluyvier entering represents, that he has caused Tomas Hermesen to be served by the Court Messenger with the entry made by the Court in the case in dispute between him and Aaltje Constapels, that he should pay him: who has answered thereupon as the return of the Court Messenger shews, and says he has attached the afores^d Tomas Hermesen; requesting that it be declared valid. Burgomasters and Schepens decree, that the aforesaid Tomas Hermesen be summoned for the next Court day.

Daniel Verveelen entering demands execution of the judgment, which he has against Jacob Vis. The Marshal is ordered to execute these.

Tuesday, 2^d May, 1665: In the City Hall. Present the Heeren Olof Stevenzen van Cortlant, Cornelis Steenwyck, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Pieter Wolferzen van Couwenhoven and with him divers others entering, they were informed of the resolution and conclusion of the Hon: Governor Nicolls, and that for the good of the place an assessment list is made of what each shall have to give per week as long as Gov. Nicolls shall be from home or at least for six weeks, so that the soldiers may not be quartered in Burghers houses and that they were found unwilling to contribute the same; they were therefore asked the reasons thereof. Whereupon it was answered, that the money was not expended as well as it ought and that the soldiers notwithstanding evince their insolence; also that the assessment was unjust, because one is taxed in proportion higher than the others. The Board having explained the matter in a friendly way to those, who appear, and that it shall not continue more than six weeks, they resolve each to bring up what he stands assessed. Further, some women appear, to whom the same explanation was also given and after some discussion they were allowed each to give according to her ability. Tomas Fransen, carman, also appears, who tho'

at first he could not conclude on any contribution, finally through friendly intervention promised to do so.

Petrus Stuyvesant entering communicates, as his time is short and he is about to depart for Father-land, that he wishes the Bench of Burgomasters and Schepens every luck and happiness, which was also wished to him by Burgomasters and Schepens and that he may settle and arrange his affairs in Fatherland to his satisfaction: And the abovenamed H^r Stuyvesant requests, if the Burgomasters and Schepens think proper, that they accord to him a certificate of his comportment, which may avail him or his children to day or to morrow. And after the matter was considered by Burgomasters and Schepens, they resolve as follows:—

WE, the undersigned SCHOUT, BURGOMASTERS AND SCHEPENS of the City of N: Yorck on the Island of Manathan, formerly named N. Amsterdam, CERTIFY and DECLARE, at the request of the Hon^{ble} PETRUS STUYVESANT, late Director General of N. Netherland, and who now, on the change by the English is about to return to Patria, that his Hon^r has, during about eighteen years' administration conducted and demeaned himself not only as a Director General, according to the best of our knowledge ought to do, on all occurring circumstances, for the interest of the West India Company, but besides as an honest proprietor and patriot of this Province and a supporter of the Reformed Religion. Thus done and executed in our Court at this City Hall, ady 2^d May, Old Style A^o 1665: in N: York situate on Manathans Island.

Hendrick Jansen vander Vin entering represents his inability to bring weekly as much, as he is assessed; requesting to be excused or not to give so much as he is taxed.

Friday, 19th May, 1665: In the City Hall. Present the Heeren Allard Anthony, Olof Stevenzen van Cortlant, Cornelis Steenwyck, Tymotheus Gabry, Jacques Cousseau.

The Board resolved to write the following letter to the Court of Albany.

Honour^{ble} Prudent Sirs—

Whereas we have heretofore notified Jacob Flodder, that he shall have to build up and line the bank situate before his lot on the East

river * within this City next to the house and lot of the widow Litsco, wherein he remains as yet in default, We therefore request your Hon^{rs} to notify the aforesaid Jacob Flodder by your Court Messenger, at the earliest occasion, that he shall immediately perform it or otherwise through neglect the aforesaid lot shall be sold by order of the Hon^{ble} Govern^r Nicolls and he shall be deprived of his right therein. Requesting to communicate to us in writing the answer given to the notice by the abovenamed Jacob Flodder we shall hold ourselves bound in like cases.

Your Hon^{rs} affectionate friends,

Schout, Burgomasters and Schepens of the

City of N. Yorck situate on Manhatan Island.

By order of the same,

Joannes Nevius, Secre^y

Done N. Yorck the 19/29 May 1665.

The Officer Allard Anthony represents, that the Indians give him trouble, because some sewant was stolen from them at the house of Gerrit Jansen van Arnhem, accusing Abraham Pietersen Carpyn thereof, whereupon he has spoken to the aforesaid Abraham, who gave for answer thereto, that they lie. Abraham Pietersen entering afterwards and being so informed, says he saw no Indians with sewant. The Officer says, that the Indian had told it to him in his presence; which Abraham denies; saying that the Indian told him, he did not say so, but that other Indians had told the Officer so; offering so to prove. The Officer demands, that a certain woman cleaning house for him may be heard; who being brought appears and declares, that two or three Indians were at the house of the Officer Allard Anthony and one of them complained, that sewant was stolen from him accusing Abraham Carpyn therewith; saying and giving for reason, that the aforesaid Abraham sent him out to fetch water to cook fish with and that whilst he was out, stole the sewant.

Symon Jansen Romeyn entering represents, that the arbitrators in the case in question between him and Jacob Vis regarding the black amber,

* Flodder purchased in 1656 from the heirs of Jan Jansen Damen a piece of land, measuring 22 r. 4 ft., or 290 ft., on the South side of Wall Street, between Pearl and William Streets, which he immediately subdivided and sold, leaving, however, a strip in the rear vacant. The shore of the East river fronting this strip, he is now ordered to sheath against the wash of the tide.—O'C.

as to what rate the beavers should be reduced to sewant at, have been together and that they on both sides submitted themselves to the award; then after the award was rendered and they were to approve and sign it, Vis took another conceit and would not sign it; saying he leaves it to the Court to be approved or not by them; therefore requesting approval. Burgomasters and Schepens having considered the above award of arbitrators find it to be well done and therefore declare that they approve and commend the same. Done etc.

Tuesday, 23^d May, 1665: 'In the City Hall. Present the Heeren Allard Anthony, Olof Stevenzen van Cortlant, Cornelis Steenwyck, Tymotheus Gabry, Joannes van Brugh, Jacques Cousseau.

Schout Allard Anthony, pltf. v/s Walter Salter, deft. Deft. in default. Claas van Elslant, the Court Messenger, entering states, that the deft. gave him a note and said to hand in the same whenever his name should be called; to which end he gave it in to the Court.

M^r Holingwoordt, pltf. v/s Joris Dopzen, deft. Pltf. demands of deft. payment of thirteen guilders eighteen stivers costs incurred in a suit and judgment obtained against him. Deft. says, that as the pltf. has not sued for any more than the principal, he is therefore not bound to pay the costs. The W. Court having heard parties, condemn deft. to pay the pltf. the costs demanded, incurred and still to accrue.

Schout Allard Anthony, pltf. v/s Abraham Pieterzen Carpyn, deft. Pltf. demands, that the deft. shall be condemned to restore the money taken from an Indian with the costs incurred therein. Deft. denies having taken the sewant from the Indian, saying the witnesses stand without. Annetje Willems entering as witness says, she cannot say, whether the deft. took money from the Indian or not; saying further, had the Indian found it so bad at her house, he would not have returned twice and bartered beavers. Abraham Pietersen Carpyn returning says, that if the Indian says that he has taken the sewan, he will restore it.

Wernaar Wessels, pltf. v/s Eghbert Meindersen, deft. Pltf. produces the award of the arbitrators and as they could not reconcile them, they return the difference into Court; demanding therefore again from the deft. one hundred and thirty nine guilders two and a half stivers. Defts. wife entering says, she does not owe so much. The W. Court

order pltf. to come upon the next Court day with his book and order deft. to appear himself in person on pain of nonsuit.

Jan Laurens, arrestant and pltf. v/s Jeems Nab——, arrested and deft. Pltf., as attorney of Jan Barcker, demands from deft. according to power of attorney produced, thirteen hundred twelve and a half pounds of tobacco, according to obligation, which was to be paid in April A^o 1664, therefore he must now pay the same at such rate as the tobacco is worth at the aforesaid elapsed time, and that with all the costs, damages and interest caused by nonpayment. Deft. demands proof of the authenticity of the procuration producing a certain acte of protest made by Tomas Carvel, Not: Pub:, entered against the abovenamed Jan Lauwerens for all costs damages and interest on acc^t of an attachment made by Jan Laurens on his goods and tobacco and imprisonment of his person. Pltf. replying says, he attached the defts. tobacco lying on the bridge and in the yacht at the bridge but seeing that the deft. put the tobacco back in the sloop and finding the sloop hauled off, he thought proper to acquaint the Burgomasters thereof, to speak to the Officer and to detain the deft., because he feared, he would go away with the tobacco and accordingly, he detained the deft. in his lodgings. Thereupon the deft. says, he is not speaking with Jan Barcker (in whose favour the obligation is drawn) and if he spoke to him, he had several claims against him; rejecting therefore the procuration given by Jan Barcker to Jan Lauwerens, and says it was not made before Notary, but by individuals in presence of witnesses, now not present. To which Jan Laurens again says, that if Jeems Naber will give him sufficient security, that he will pay the debt according to obligation in the same value as on the day due with all costs, damage and interest caused by non payment, he will release the deft. from the imprisonment and his goods from attachment; offering to give counter bail for what the Court shall find due to deft. by Jan Barcker and if he, deft., fails so to do, that the imprisonment shall stand good. Parties being heard, Burgomasters and Schepens having seen and read the papers produced order deft. Jeems Naber to satisfy and pay Jan Laurens in the quality, in which he acts, the costs or to give Jan Laurens security for the payment, according to his offer, remaining meanwhile in confinement.

Wernaar Wessels, pltf. v/s Jan Bos, deft. Defts. third default.

Pltf. demands from the deft. forty six guilders six stivers according to a/c delivered with costs. The W. Court order deft. to satisfy and pay pltf. with costs, *ex contumaciam* as he has not appeared after three citations.

Rem Janzen, pltf. v/s Jacob Vis, deft. Pltf. says, that the deft. has attached his money on his house and he has no a/c from him. Deft. says, he has rendered pltf. a/c long ago, offering if he lost it to give another; demanding that the pltf. in like manner shall give him an a/c of his claim. Burgomasters and Schepens order parties on both sides to render each other a/c of what they have against one another.

Jeronimus Ebbinck, pltf. v/s Hendrick Janzen vander Vin, deft. Pltf. demands, that deft. shall be condemned to satisfy and pay him, as attorney of Gerard Hamel, the sum of four hundred and ninety six guilders seventeen stivers Holland currency with the running interest beginning 17 Dec^r A^o 1662. Deft. offers to pay, demanding time. The W. Court condemn the deft. to satisfy and pay the pltf. the sum of four hundred and ninety six guilders and seventeen stivers Holland currency and persist in their appointment rendered in date 21 March last Old Style.

Lysbet Ackermans, pltf. v/s Antony Dirckzen, deft. Pltf. demands from deft. twenty guilders sewant. Deft. says, he assigned the pltf. on Secret^r van Ruyven to receive her pay there from his monthly wages and did not know better, but she was paid. Pltf. exhibits certain written declaration of Mr. van Ruyven, that he has not paid her from debts. earned monthly wages. The W. Court order deft. to satisfy and pay the pltf.

Isaack de Foreest, pltf. v/s Jurrien Janzen van Auweryck, deft. Both in default.

Tomas Exton, pltf. v/s M^r Joones, deft. Both in default.

Jan Ariaanzen, pltf. v/s Tryntie Wessels, deft. Deft. in default.

Nicolaas de Meyer entering demands execution of the judgment, which he has obtained against Nathaniel Britten, with costs. The Marshal is ordered to put these in execution with costs.

Mary Verplanck entering demands her book bought from the English soldiers or her money given for it. Is ordered to return on the next Court day.

Tryntje Walinghs entering prosecutes an attachment made on a ploughshare and coulter stolen from her by a carpenter among the sol-

diers, remaining with Nicolaas de Meyer, who bought it from the soldiers and requests, that she may have her own property again. It is ordered to summon the carpenter at the next Court day and meanwhile the attachment is declared valid.

Anthony Dirckzen entering prosecutes an attachment made on Jacob Engelen's money in Samuel Etsals hands. It is ordered to summon Jacob Engelen for the next Court day, declaring the attachment valid.

Hendrick Willemsen, baker, entering complains of the trouble which he experiences from the water of his neighbour, a woman. It is promised, that orders shall be given therein.

Francis Boon and Coenradt ten Eyck are hereby authorized and qualified by the President of Burgomasters and Schepens of this City, to inspect in the presence of Pieter Wolfersen van Couwenhoven, old Schepen and Street Inspector of this City, the water course [drain] between Hendrick Willemsen, baker, and Annetje Gerrits, widow of Hendrick Jansen Smitt, to consider the matter and to endeavour if possible to reconcile parties; if not to report their award to the Court. Done the 25th May 1665. in N: Jorck situate on Manhatan Island.

Tuesday, 30th May, 1665: In the City Hall. Present the Heeren Allard Anthony, Olof Stevenzen van Cortlant, Cornelis Steenwyck, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Schepen Jacques Cousseau, arrestant and pltf. v/s Evert Dirckzen van As, arrested and deft. Pltf. demands from deft. on an obligation one hundred and three guilders fifteen stivers in tobacco and four guilders fifteen stivers balance of a/c and obligation. Deft. admits having received from pltf. the goods according to a/c read to him; then says, that the tobacco brought by him to pltf. was received as good and brought as bad into his a/c. Pltf. replying says, he agreed with the deft. about the price of the tobacco. Deft. denies it; then says rather than have further difficulty about it, he accepts it; offering to satisfy and pay the pltf. at the next crop or in corn, requesting so long a time, which is granted and allowed him by pltf. The deft. is therefore ordered by the W. Court of this City pursuant thereunto to pay and satisfy the pltf. then.

Cornelis Pluyvier, pltf. v/s Alette Sybrants, deft. Defts. 2^d default. Pltf. demands from deft. one hundred and fifty guilders in sewant for one years rent and one quarter of a year in addition, as she has departed from his house without his knowledge or privacy. The W. Court orders deft. to bring the money in consignment of this City.

Wernaar Wessels and Eghbert Meindersen entering pursuant to order of the W. Court dated 23^d of this month, the above named Wernaar produces his book and says, he delivered to the abovenamed Eghbert an a/c conformable to his book, demanding according to it a balance of one hundred and forty five guilders and seven stivers, with costs. To which the aforementioned Eghbert says, he is not indebted to Wernaar any more than seven tuns of beer received in the English War and says in case the abovenamed Wernaar will swear to his book he shall pay him; thereupon the abovenamed Wernaar says, he is willing to do so, if it be decided so by the Court. The Court asked the abovenamed Wernaar Wessels, if he had paid the entire duty? Answers, No, nor is he inclined to do so; saying he will furnish the abovenamed Eghbert the entire a/c which he has with and against him, to see what exception he shall make against it, requesting so long a time; which is granted him by the W. Court.

Isaack de Foreest, pltf. v/s Jurrien Janzen van Auweryck, deft. Deft. in default.

Isaack de Foreest, pltf. v/s Jan van Gelder, deft. Deft. in default.

Pieterje Jans, pltf. v/s Hendrickje Duyckingh, deft. Deft. in default.

Wolfert Webber, pltf. v/s Focke Jans, deft. Both in default.

Pieter Jacobzen Marius and Claas Bordingh entering prosecute an attachment issued on the rents belonging to Sybout Clasen remaining in the hands of M^r Jacob Huges and Lauwerens van der Spygel, and request, as they have gained a suit against the abovenamed Sybout Clasen, that the issued attachment be declared valid. Burgomasters and Schepens declare the attachment valid.

Tryntje Walinghs entering states, that she cannot get summoned the carpenter among the soldiers, who sold her ploughshare and coulter to Nicolaas de Meyer, whom she was ordered on the last Court day to cite before the Court; requesting therefore, that she may have back the aforesaid ploughshare and coulter remaining with the abovenamed de Meyer.

The W. Court orders Tryntje Walinghs to prove that it is her ploughshare and coulter, which she asks to have.

Jacob Vis entering produces a declaration dated 20th May, Old Style, made in his favour before Secretary Nevius regarding the price of certain black amber bought in partnership with Joannes Withart. Burgomasters and Schepens persist in their approval rendered in date 19th May last on the award of arbitrators regarding the price in beavers against sewant for the aforesaid purchased black amber.

Tomas Lodowyckzen entering states, that he brought with him from the Virginias two hogsheads of tobacco for Mr. Petrus Stuyvesant, and that he will not receive them, according to the return on the notice, which his agent Arien Appel caused the Court Messenger to serve; requesting that Mr. Stuyvesant's wife shall be ordered to receive the same. The W. Court decree, that Tomas Lodowycken may summon Mrs. Stuyvesant if he will.

Whereas Bartholdus Maan in the case in question between him and Francois Fryman regarding the abovenamed Fryman being wounded at his house, has requested Burgomasters of this City to decide the aforesaid case and such being done by them and they decreed that the abovenamed Bartholdus Maan should pay to Francois Fryman the sum of sixty guilders and to the Chirurgeon M^r Tyteman the sum of fifty guilders, which fifty guilders the abovementioned Bartholdus Maan has failed to pay, Burgomasters and Schepens do therefore order the abovenamed Bartholdus Maan to satisfy and pay promptly to the abovenamed M^r Tyteman the fifty guilders aforesaid.

Tuesday, 6th June 1665: In the City Hall. Present the Heeren Allard Anthony, Olof Stevenzen van Cortlant, Cornelis Steenwyck, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Schout Allard Anthony, arrestant and pltf. v/s Matthys de Hage-naar, arrested and deft. Deft. in default. Pltf. demands, that the attachment issued against deft. be declared valid. The W. Court declares the attachment valid.

Schout Allard Anthony, pltf. v/s Tomas Major, deft. Pltf. says, he summoned the deft. on no other account, than to appear before the

Court, as he has complained of having been slandered by Matthys de Hagenaar; requesting, that it be noted, that the deft. appears before the Court.

Schepen Tymotheus Gabry, pltf. v/s Frerick Arenzen, deft. Deft. in default.

Schepen Tymotheus Gabry, pltf. v/s Pieter Simkan, deft. Deft. in default.

Schepen Tymotheus Gabry, pltf. v/s Arent Jurriaanzen Lantsman, deft. Deft. in default.

Nicolaas de Meyer, pltf. v/s Huge Barentsen Clein, deft. Both in default.

Schepen Jacques Cousseau, pltf. v/s Gerrit van Tright, deft. Pltf., as att^y of Balthazar de Marck, pursuant to the procuration executed before the Notary Jacob Hellerus by the abovenamed de Marck in date 7 Dec^r 1662, demands from the deft. as curator of the estate left by Gabriel de Haas, all the goods, which were found belonging to the afore-said de Marck on drawing up and making the inventory by Cristina Steentgens, his widow, on the 22^d of Octob. 1663: demanding to be preferred thereon in virtue of an obligation and a/c executed by the abovenamed de Haas and to be put in concurrence for the remainder with the other creditors. Deft. says, he maintains the procuration to be invalid, as it was not entered before the taking of the inventory, and that meanwhile the widow renounced the estate. The W. Court take the case in deliberation.

Isaack de Foreest, pltf. v/s Jurrien Janzen van Auweryck, deft. Pltf. demands, that the deft. shall give security for the rent of his house occupied by him. Deft. offers to give security for the rent on condition of having a proper lease and demands, that the pltf. shall repair the house. Pltf. says, he did not promise any repairs but really said, if it do not suit you, leave it; then admits that he had promised to have a cistern made, provided the deft. would furnish the puncheons therefor. Deft. says, he can prove by one, who was present, that the pltf. promised the repairs. The W. Court orders deft. to prove within the term of eight days, that the pltf. promised repairs; further to give bail in the meanwhile or to quit the house.

Joost Goderus, pltf. v/s Yde van Vorst, deft. Pltf., as att^y of Hen-

drick Carelsen, demands from deft. the quantity of thirty beavers according to obligation passed by deft. dated 19th Sept: 1651. Deft. entering with his wife admits to have drawn the obligation; then says, he was not aware, that it was for but thirteen beavers and the obligation was never shewn him until last year; producing an offset a/c, whereby he has a demand against the aforesaid Hendrick, by balance, of the sum of two hundred and sixty three guilders nineteen stivers in beavers. The a/c being read to pltf., he says, he knows nothing of it and that Hendrick Carelsen wrote to him, that he did not owe any one except M^r Jacob; also that the abovenamed Hendrick worked for her the deft. and can prove so. Defts. offer to confirm by oath the justice of their produced a/c. and that they have received from the abovenamed Hendrick nothing more, also that he did not work for them. The W. Court order copy of the a/c to be furnished to pltf. to answer thereunto at the next Court day, as to whatever he may have against it and order deft. to produce the original a/c then and to prepare to confirm their a/c by oath.

Cornelis Pluyvier, pltf. v/s Alette Sybrants, deft. Defts. third default. Pltf. demands from deft. one hundred and fifty guilders for rent. The W. Court condemns the deft. *ex contumaciam* to satisfy and pay the pltf. the hundred and fifty guilders, as she has not appeared on three citations.

Nicolaas Verbraack, arrestant and pltf. v/s Eghbert Freryck Arenzen Spaniard, arrested and deft. Pltfs. wife entering as attorney for her husband demands, that deft. shall be condemned to satisfy and pay her according to obligation the sum of five hundred and twenty guilders in sewant with the interest thereof. Deft. says, he has sailed a whole year with her husband and they have never yet had a settlement together. Pltf. says, that deft. can himself very well make out the a/c from the book, which he took from her husband. Burgomasters and Schepens refer the case in question to Cristoffel Hooghlant, old Schepen of this City, and Claas Lock, to take up the a/c in the presence of Schepen Tymotheus Gabry to hear and examine parties herein, to discuss and decide the case, and if possible to endeavour to reconcile parties; if not to report their award to the Court. Meanwhile they declare the attachment valid.

Pieterje Jans, pltf. v/s Hendrickje Duycking, deft. Pltf. says, that

she sold defts. daughter in presence of her husband an ornamented head dress for the sum of fifty five guilders in seawant and that the deft. sent her the dress back again to the house: demanding that the bargain stand good and that deft. be ordered to take back the dress and pay her the fifty five guilders. Deft. says, her daughter had no authority to buy such without the knowledge of her parents as she is still under them. Deft. says, her father was present, who even said, that it was the childrens money. The W. Court order the pltf. to summon Evert Duyckinck for the next Court day.

Arien van Laar, pltf. v/s Grietje Provoost, deft. Pltf. says, the deft. apprenticed her son to him for two years to learn the trade of shoe-making and he was with him a year and a half, then went away on Ascension day and he must come to work yet half a year with him; he demands that he serve out his time. Deft. says, that the pltf. beat her little boy, illtreated him and shewed him bad example. The W. Court having heard parties decree, that the deft's son shall serve out his time with the pltf. and that the pltf. shall treat him properly and not shew him a bad example.

Wernaar Wessels, pltf. v/s Eghbert Meinderzen, deft. Pltf. exhibits certain a/c of debit and credit against the deft. demanding again from the deft. by balance thereof one hundred and forty four guilders seven stivers and a half with costs, handing the same over to the Court to communicate it to the deft. to say, what he has to object to it. Defts. wife entering says, she does not owe so much and will not accept the a/c. Burgomasters and Schepens decree, as the deft. will neither accept the a/c nor bring in objection to it, that the pltf. shall have to establish the justice of his a/c on oath, which he pltf. having done at the hands of the Officer, Burgomasters and Schepens order the deft. to satisfy and pay the pltf. the demanded hundred and forty four guilders seven stivers and a half with the costs, except the excise of ten and a half ton of beer, according to award of arbitrators, received in the English War, regarding which parties are referred to Mess^{rs} the Farmers.

Jan Coo entering demands execution of the judgment, which he obtained against Abraham Verplanck in date 13th Decemb^r 1664. The Marshal is ordered to put these in execution.

Tryntje van Campen entering demands the board money of an Eng-

lishman lately imprisoned, as per a/c exhibiting the same. The Court decrees, that the Officer shall have to take care, that Tryntje van Campen obtain her pay.

Mary Verplanck entering demands to have the book back which she bought from the soldiers and paid for, belonging to Mr. Jacob Kip as he says; or her disbursed money. The Court decree, that Mr. Jacob Kip may take his book back, provided he pay Mary Verplanck the money given for it to the sum of ten guilders.

Cornelis Pluyvier entering represents, that he obtained a judgment against Teunis Hermesen in date 18th April last, that the abovenamed Teunis Hermesen shall have to pay him the sum of one hundred and fifty guilders, which he accepted to pay for Aaltje Sybrants; and as the abovenamed Teunis Hermesen has failed to do so and has gone away the abovenamed Cornelis Pluyvier requests *Lettre Requisitoire* to the Court of the Esopus to put the aforesaid judgment into execution. Burgomasters and Schepens grant the request, and for this purpose will despatch an official letter to the Court of the Esopus.

Hon^{ble} Wise, prudent Sirs,

Whereas Cornelis Pluyvier has obtained from us in date 18th April of this year a judgment against Tomas Hermesen, resident in your jurisdiction, who has gone away from hence without having previously contented, satisfied and paid the abovenamed Cornelis Pluyvier and as the abovenamed Tomas Hermesen has no property within this jurisdiction, against which the pltf. might prosecute the execution of the above judgment, We therefore require and request your Honors to be pleased in behalf of justice to authorize your Hon^r doorkeeper to carry into execution the aforesaid our sentence and judgment, enclosed herein, on such goods as belong to the condemned, being ready to reciprocate thereto being invited by your Hon^r so to do. Herewith commending your Hon^r to God's protection, we remain

Your affectionate friends

Schout, Burgomasters and Schepens of the City of

New Yorck situate on the Island of Manhatan.

Done N: Jorck Ady. 6. June 1665.

Tuesday afternoon, 6th June 1665. In the City Hall. Present the

Heeren Olof Stevenzen van Cortlant, Cornelis Steenwyck, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

Mattheus de Vos, as attorney of Nelis Mattysen, represents, that the abovenamed Nelis Mattysen obtained a judgment in date 7. Nov^r 1658. against Cornelis Jansen, woodsawyer, and that the abovenamed Cornelis Jansen has again obtained a judgment against Raghel van Tienhoven dec^d. The abovenamed Mattheus de Vos therefore requests, that the curators of the aforesaid Raghel van Tienhoven shall be ordered to bring into the consignment of this City the aforesaid seventy nine guilders and to permit him to lift the same under bail *de restituendo*. Apostille: The petition considered, the Court orders the curators of the estate, left by Raghel van Tienhoven, to bring into consignment of this City the seventy nine guilders herein mentioned within the time of fourteen days.


Burgomasters and Schepens having read and considered the papers and documents of Jacob Vis persist in their order rendered in date 19th May last.

Tuesday, 13th June 1665: In the City Hall. Present the Heeren Allard Anthony, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacques Cousseau.

Schout Allard Anthony, pltf. v/s Bartholdus Maan, deft. Pltf. says, there was disturbance and trouble at defts. house on the 9th of June last, and that deft. is accused with having drawn a knife, also presented a pistol and that the Hon: Govern^r Nicolls has ordered him to take information in the matter and he has done so, producing the writings thereof. Deft. says, the Officer has forbid him to tap any more. The Officer says, he was so ordered by the Govern^r Deft. demands the reasons therefor and that the W. Magistrates please to enquire therein.

Schepen Tymotheus Gabry, pltf. v/s Arent Jurriaanzen Lantsman, deft. Defts. 2^d default. Pltf. demands from deft. the sum of seven guilders four stivers with costs for goods bought from him by open sale. The W. Court orders deft. to bring the monies into consignment of this City.

Balthazar de Haart, pltf. v/s Hendrick Barenzen Smitt, deft. Pltf. demands from deft. twenty five guilders in *seawant*. Deft. says he



loaned pltf. a canoe and that he bound himself to make it good in case the same was broken, and that the canoe is broken to pieces and was so sent back to him. Burgomasters and Schepens refer the matter in question to Hendrick Obe and Abraham Clocq, to hear and examine parties, to decide the case and to endeavour to reconcile parties if possible; if not to report their award to the Court.

Sybrant Janzen Galma and Tomas Lamberzen, pltf. v/s Eghbert Meinderzen, deft. Pltf. produce an agreement made with deft. for undertaken work, demanding payment of wages. Deft. says, he has overpaid the pltf. eight guilders. Pltf. say, they are not paid according to the afores^d contract. Deft. says, he settled with pltf. in presence of Lodowyck Pos. Pltf. say, the extra work is not included therein. Lodowyck Pos entering says, that he was arbitrator for the pltf. in the case in question with the deft., having been requested to it, and he decided, that the deft. should pay the pltf. one hundred and eighty guilders according to contract and that there were some words passed about extra work, but nothing was done therein. The W. Court refer the case in question to Frerick Flipzen and Adolff Pietersen to hear parties relative to their difference in presence of Schepen Joannes Van Brugh, to examine the same, to argue and decide and to endeavour to reconcile parties if possible; if not to report their decision to the Court.

Pieterje Jans, pltf. v/s Evert Duyckinck, deft. Deft. being summoned pursuant to the order of last Court day, pltf. says that the deft. was present, when his daughter bought the little head dress from her. Deft. says, he was not present from the first and that he would have nothing to do with it, and says it is now no time to buy head dresses; also that, it is not worth so much. Pltf. says, deft. was by all through and said, it is the children's money and each has only twenty six guilders; and what she states is as true as that she, a sinful woman, stands there. Parties on both sides being heard Burgomasters and Schepens decide, that the sale of the head dress shall stand good and consequently order deft. to pay the sum of fifty-five guilders promised therefor, to receive the head dress and keep it.

Grietje Pieters, pltf. and arrestant, v/s Saartje Teunis, arrested and deft. Pltf. produces the order of the Court, demanding that deft. shall prove, that she stole a beaver and to remain attached. Deft. says, she

heard so from Jesyntje Verhagen. Jesyntje Verhagen entering says, she stated, that Lysbet Ackermans told her, she missed a beaver, but did not know who had it, and that Grietje Pieters had brought a pint of beer from her house and left the door open and that an Englishman and an Indian were in her house, but she did not know, who took it. Saartje Teunis also entering says, that Jesyntje did not say so, but said that Grietje had taken the beaver, so that she again say: would you dare to say so to her face; and that such happened in Thomas Laurensen's house, where his wife and the wife of Pieter Jacobsen Marius were present also. The Court decides to enquire further into the case.

Nicolaas de Meyer, pltf. v/s Huge Barenzen Clein, deft. Deft. in default.

Joost Goderus, pltf. v/s Yde van Vorst, deft. Both in default.

Tomas Hal, pltf. v/s Geertje Hoppe, deft. Both in default.

Nicolaas de Meyer entering says, he does not know, how he shall manage in carrying out the judgment against Nathaniel Britten: producing the same with the returns both of the Court Messenger and Marshal.

Isaack de Foreest entering requests, as Jurrien the cooper has not to date entered any security for the rent, that he vacate the house. It is decided, that Isaac de Foreest shall have to lift an *Acte* and cause him to be notified. The Officer Allard Anthony demands execution both of the judgment in his favour dated 21st February last against Dirck Storm as of the judgment passed in favour of M^r Holingwoort in date 23 May last ag^tst Joris Dopzen. The Marshal is ordered to execute these.

Wernaar Wessels demands execution of the judgment, which he obtained in date 6th June against Eghbert Meindersen. The Marshal is ordered to put these in execution.

Secretary Nevius requests in Cornelis Pluyvier's name, that the judgment, which he obtained against Alette Sybrants in date 6th June last be put in execution with the costs. The Marshal is ordered to put these in execution.

Matthys de Hagenaar, prisoner, entering, the Officer says, he has several actions to institute against him—for that he created a riot at Thomas Major's house, abused his wife as a whore and him for a thief and that he entertained thieves; afterwards created an uproar before the door of his the Officers neighbours, and committed new force and violence

last Saturday at Annetje Cox's house and abused her by words; the declaration of said Annetje so purports, exhibiting the same. The prisoner undertakes to bring in the contrary, admitting having told Tomas Major, that he entertained thieves and as his wife scolded him for a rogue he scolded her back as a whore. As for the case of Annetje Kockx he says, that she provoked him and hopes as there will be good justice for him as for another, that he will take care henceforward, not to fall into the Officers hands; he would much rather be in the hands of the Turk. The Officer says, he has attached the prisoners boat and goods in Mighiel Tades hands, requesting that the attachment be declared valid. The W. Court declares the attachment valid and discharge the prisoner from confinement as he shall have to bring in by the next Court day for his defence whatever he can.

The Hon^{ble} Heer Governour Nicolls appears in the Assembly who delivered to the Court the following Writings after he had them read by the Clerk of the Secretary Nicols.

[Some mischievous person has torn out The Leaf of the Original Record which ought to follow next in Order. It contained, as appears from the Subsequent Entries, The Order abolishing the Dutch form of Municipal Government, and Gov. Nicoll's Charter establishing, for the first time, that of Mayor and Aldermen. In order to render these Minutes complete, the Translator has inserted now the missing Documents from the Records in the Secretary of State's Department, Albany. They are as follows:—]

REVOCATION OF THE FFORME OF GOVERNMENT OF NEW YORCKE UND^r

Y^r STYLE OF BURGOMAST^{rs} AND SCHEPENS.

By vertue of his Ma^{ties} Letters Pattents bearing date the 12th day of March in the 16th yeare of his Ma^{ties} Reigne, Granted to his Royall Highness, James Duke of Yorke wherein full and absolute Power is given and Granted to his Royal Highnesse or his Deputyes, to Constitute, appoint, Revoke and discharge, all Officers both Civill and Military, as also to alter & Change, all Names and Styles fformes or Ceremonyes of Government; To the end, that his Ma^{ties} Royall pleasure may bee observed and for the more Orderly establishment, of his Ma^{ties} Royall Authority, as near as may bee Agreeable to the Lawes and Customes of his Ma^{ties} Realme of England; Upon mature deliberacon and advice, I have thought it neces-

sary to Revoke and discharge, And by these p'sents in his Ma^{ties} name, do Revoke and discharge the fforme and Ceremony of Government of this his Ma^{ties} Towne of New Yorke, under the Name or Names, Style or Styles, of Scout Burgomasters and Schepens; As also, that for y^e future Administracon of Justice, by the Lawes Establisht in these the Territoryes of his Royall Highnesse wherein the Welfare of all the Inhabitants and the Preservacon of all their due Rights and Priviledges, Graunted by the Articles of this Towne, upon Surrender under his Ma^{ties} obedience, are concluded; I do further declare, That by a Particular Commission, Such Persons shall bee Authorized to putt the Lawes in Execucon, in whose abilityes, Prudence and good Affection to his Maties Service, and y^e Peace and happynesse of this Governm^t I have especially reason to put Confidence, which persons so Constituted and appointed, shall bee Knowne and Called by y^e Name and Style of MAYOR, ALDERMEN and SHERRIFFE, according to the Custome of England in other his Ma^{ties} Corporacons; Given under my hand and Seale, at ffort James in New Yorke, this 12th day of June 1665.

RICHARD NICOLLS.

THE MAYOR AND ALDERMEN'S COMMISSION.

WHEREAS upon mature deliberacon and advice I have found it necessary to discharge the fforme of Governm^t late in Practice wthin this his Ma^{ties} Towne of New Yorcke, under the name and Style of Scout, Burgomast^r and Schepens, which are not knowne or Customary, in any of his Ma^{ties} Dominions; To the end that the Course of Justice for the future, may bee Legally, equally and impartially administred to all his Ma^{ties} Subjects as well Inhabitants as Strangers; KNOW ALL MEN by these PRESENTS; That I RICHARD NICOLLS, Deputy Govern^r to his Royall Highnesse the Duke of Yorke, by vertue of his Ma^{ties} Letters Pattents, bearing date the 12th day of March, in the 16th yeare of his Ma^{ties} Reigne, Do Ordaine, Constitute and Declare, That the Inhabitants of New Yorke, New Harlem wth all other his Ma^{ties} Subjects, Inhabitants upon this Island, Commonly call'd and Knowne by the name of the MANHATANS ISLAND, are, and shall bee for ever, accounted, Nominated and Established, as one Body Politique & Corporate, under the Governm^t of a Mayor, Aldermen and Sherriffe, And I do by these P'sents Constitute and appoint, for one whole yeare, Commencing from the date hereof, and

ending the 12th day of June, w^{ch} shall bee in the Yeare of Our Lord 1666; M^r Thomas Willett to bee Mayor, M^r Thomas Delavall, M^r Oloffte Stuyvesant, M^r John Brugges, M^r Cornelis van Ruyven and M^r John Laurence, to bee Aldermen, and M^r Allard Anthony to bee Sherriffe; Giving and Granting, to them the said Mayor and Aldermen, or any foure of them, whereof the said Mayor or his Deputy, shall be alwayes one, and upon equall Division of voyces, to have alwayes the Casting and Decisive voyce, full Power and authority to Rule and Governe as well all the Inhabitants of this Corporacon as any Strangers, according to the Generall Lawes of this Government, and such Peculiar Lawes as are, or shall be thought convenient and necessary for the good and wellfare of this his Ma^{ties} Corporacon; As also, to appoint such under Officers as they shall judge necessary, for the orderly execution of Justice; And I do hereby strictly Charge and Command all persons to obey and execute, from Time to Time, all Such Warrants, Orders and Constitutions, as shall be made by the said Mayor and Aldermen, as they will Answer the Contrary at their Utmost Perills; And for the due administraction of Justice, according to y^e fforme and manner prescribed in this Commission, by the Mayor Aldermen and Sherriffe, These Presents shall bee to them, and every of them, a Sufficient Warrant and discharge in that behalfe; Given under my hand and seale at ffort James in New Yorke this 12th day of June 1665.

RICH^d NICOLLS.

Wednesday, 14th June 1665. In the City Hall. Present the Heeren Allard Anthony, Olof Stevenzen van Cortlant, Tymotheus Gabry, Joannes van Brugh, Joannes de Peister, Jacob Kip, Jacques Cousseau.

The Hon^{ble} Gov^r Nicolls appears in Court and with his Hon^r M^r Thomas Willet, M^r Tomas de la Vall, M^r Cornelis van Ruyven and M^r John Laurens. Burgomaster Olof Stevensen van Cortlant then represents to the Hon^{ble} Govern^r, Nicolls that, as it pleased his Honour yesterday, according to the abovementioned commission and writings, to change the Magistracy of this City, discharging a portion of them from their office and appointing others therein, he maintains it is directly contrary to the 16th Article made on the surrender of this place, which states that *All Officers and Magistrates shall continue as now they are (if they please) till the time of election and then new ones to be chosen by themselves, etc*

To which his Hon^r says, that article is not infringed in the least, as at the time of election other new ones were chosen by the retiring Magistrates, who continued in office to this date.

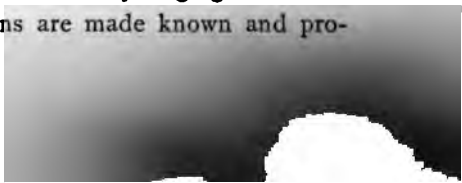
After this divers debates occurred and as his Hon^r has received letters from his Royal Highness James, Duke of York, to establish the government of this City conformable to the custom of England, his Hon^r has resolved to proceed to the work, which he this day does; declaring that he has nothing to say against the service of those retiring nor against their demeanour; acknowledging as good all that they have heretofore officially resolved and concluded; and that his Hon^r has qualified some English for the office on purpose, that parties may be better aided on both sides, as well English and Dutch, who go to law and the better to strengthen the peace and quiet of the inhabitants of this place.

After which his Hon^r installed in their aforesaid quality M^r Thomas Willet as Mayor; M^r Thomas de la Vall, M^r Olof Stevenzen van Cortlant, M^r Johannes van Brugh, M^r Cornelis van Ruyven and M^r John Laurens as Aldermen; and Allard Anthony, Sherrieff and took from them the annexed Oath.

OATH.

Whereas Jou Thomas Willet are chosen and appointed by the Governour to be Major of this his Ma^{ties} City and Corporation of New Jorcke and the Libertyes thereof; and Jou Thomas de la Vall, Olof Stevenzen, John Brugges, Cornelius van Ruyven and John Laurence to bee Aldermen and Allard Anthony to bee Sherriffe for one whole Jeare; Jou do Sweare by the Ever living God, that yo will truly endeavour to the best of yo^r skill with a good conscience and according to the Lawes of this Government dispense Justice equally and Impartially in all cases, and to all persons, whereunto by Virtue of iour office, Jou are Impowered, Jou will endeavour the Peace and prosperity of this Corporation by putting in practice such peculiar Lawes as at p^rsent or from time to time, are or shall bee found necessary or expedient for the good of the Inhabitants, and the Establishment of their Just Rights and priviledges; Soo Helpe Jou God.

After the taking of which oath, and the customary ringing of the bell three times, the aforesaid qualified persons are made known and pro-



claimed to the Commonalty of this City in order that they hold them in due respect.

[NOTE.—The Records from 1665 to 1673 were kept partly in English though the greater portion was in the Dutch Language.

Wherever entries occurred in English the peculiarity of the Style and Orthography has been carefully preserved.

By this means such entries can be easily distinguished from those originally in Dutch, in the Translation of which the modern mode of spelling has been followed.

E. B. O'CALLAGHAN.]

Thursday, 15th June 1665. In the City Hall. Present the Heeren Thomas Willeth, Thomas de la Vall, Olof Stevenzen van Cortlant, Joannes van Brugh, Cornelis van Ruyven, John Laurens, Allard Anthony.

It is resolved, concluded and determined by the meeting as follows:—

First to continue in the City's service the Secretary Joannes Nevius,* receiving as an annual allowance from the revenue of this City the sum of two hundred guilders, sewant, to increase the emoluments and fees of writing by allowing to charge for them silver value, or sewant three for one, keeping him a month or two on trial.

Further, Claas van Elslandt and Pieter Schaaftbanck were also continued in their offices as *Towne Serjeants*, receiving for wages as much as they heretofore have received out of this City's revenue.

Thirdly, Hendrick Obe is elected Constable of this City, who has also accepted the same and taken the proper oath.

Fourthly, resolved to send for the Court of Haarlem and the Con-

* Johannes Nevius, a native of Solen or Zoelen, in the Betuwe District of the Province of Guelderland, came to New-Amsterdam about 1650 and there married Arijantie Blayck of Batavia, Java, in Novbr. 1653, by whom he had 8 children. He was appointed Schepen in 1655 and the next year we find him as owner of a house and lot on Broadway, South of Wall Str.; in 1658 he sold his house and lot on the Northside of Pearl Str. betw. Broad and Whitehall Str. to Cornelis Steenwyck, when he was appointed City Clerk on the resignation of Jacob Kip. He filled this office until June 27, 1665, when he resigned, as will be seen under that date; Nicholas Bayard succeeding him. Nevius removed to Brooklyn, where he became lessee of the Ferry and died in 1672. His widow m. Jan Aertsen, Ferrymaster in Brooklyn in 1676. Valentine, *Manual*, 1863, 798, Documents relating to Col. Hist. vol. xiii.—B. F.

stable Resolveert Waldron by letter to come hither by Saturday next, to which end the following missive was despatched to them.

Honourable and affectionate Friends:—

This serves only that your Honors hold yourselves ready to appear here in this City on Saturday next being 17th June, Old Style, with Resolveert Waldron, and to receive all such order as shall be communicated; whereunto confiding, we commend your Honors, after cordial salutation, unto God's protection and remain,

(Understood) Your Honors' affectionate friends,

The Mayor, Aldermen and Sherriffe of this City New Yorck.

Lowerstood, By Order of the Same,

Signed, Joannes Nevius, Sec.

Done, N. Yorck the 17 June 1665.

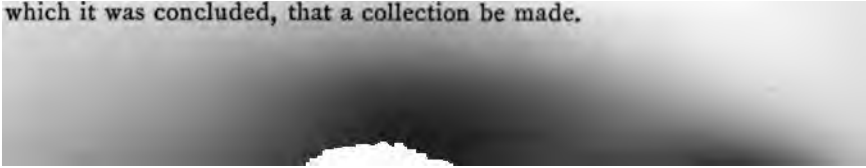
Superscription, Honourable, Affectionate the Court of N. Haarlem.

It is also resolved to draft a Placard relative to the observance of the Sabbath.

Further, Focke Jans, living at the Bouwery, is allowed to lay in every week half a barrel of strong beer free of excise, in consideration of the great expense, which he has to incur before he can get the beer to his house, inasmuch as he has to convey it in his own wagon with his own men, also the leakage of the beer on the road.

And whereas the provision regarding the City revenue as well from the Burghers as tapsters excise on wines and beer consumable within the jurisdiction of this City is somewhat high, inasmuch as the Treasurer deducts five per cent and the Collector in like manner five per cent, it is resolved to observe the strictest economy therein; also to order the Treasurer and Collector to appear next Saturday afternoon at two o'clock here in the City Hall to render a good account of their administration.

It is further resolved, Whereas the Churchyard of this City lies very open and unfenced, so that the hogs root in the same, to send for the Church Wardens, for which purpose Govert Loockermans is sent for and he appearing, the above written is stated to him, and therefore the necessity of repairing the same: Whereunto he answered, that could easily be done, if there were money in the chest, and says to repair and bring the same into proper condition full five hundred guilders will be necessary, to realize which it was concluded, that a collection be made.



OATH OF THE CONSTABLE.

Whereas you are Chosen Constable of this cittye of New Jorcke vnder the Jurisdiction of Major and Aldermen you do sweare by the Almighty God that you will carefully Endeavor the preserveing of the peace and the discovering and preventing all *attenysse* * against the same and that you will faithfully and truly execute such warrants as you shall from time to time Receive from this Court and in case you shall absent yourselfe you shall make choice of some able man for you deputy and in all things demeane you selfe as a constable ought to do. Soo Helpe you God.

Saturday, 17th June 1665. In the City Hall. Present the Heeren Thomas Willet, Mayor, Thomas de la Vall, Olof Stevenzen van Cortlant, Joannes van Brugh, Cornelis van Ruyven, John Laurens, Aldermments; Allard Anthony, Sheriffe.

Mr. Paulus Leendersen van der Grift, Treasurer, and Tymotheus Gabry, Collector, entering produce their a/cs relating to the income, receipt and expenditure of the City's domains.

Resolveert Waldron entering is notified, that he is elected Constable of N. Haarlem, which accepting he has taken the proper oath, and the Magistrates, who accompanied him, are informed, that they are discharged from their office, authorizing the aforesaid Constable to select three or four persons, who shall have to decide any differences or dispute to the extent of five pounds sterling in seawan and no higher, and the party who shall not be content with the decision of those elected as aforesaid shall be bound to pay to him the Constable the sum of six stivers and further to bear the costs of proceeding before this bench of justice.

Nicolaas de Meyer entering states, that his farmer residing on his bouwery at N. Haarlem, has gone away and absented himself from the same; demanding, whereas he owes a considerable sum as well for rent of said bouwery as otherwise, that he might attach all his goods, whether inventoried by the Magistracy there or not. The W. Court grant the petitioners request, to attach the aforesaid goods.

It is resolved, concluded and determined in Court, that from now henceforward, until the Hon^{ble} Governor Nicolls shall please to order otherwise, the sum of two hundred guilders in sewan shall be raised

* So in the original, probably meaning Attempts.—B. F.

weekly from the Commonalty of this City, who shall have to pay and bring in the same, each according as he is assessed; for the support of the soldiers as heretofore.

The Court also resolved, decreed and determined, to abolish the office of Treasurer and the monies as well of the Burghers as tappers excise, shall be received by the Collector Tymotheus Gabry, who shall have to disburse the same on the order and signatures of Mayor Tomas Willet and the Secretary Joannes Nevius; and the aforesaid Secretary Nevius is ordered to keep the book thereof and to register the orders.

It is further resolved, that both the Burghers' and tapsters' permits, passed by the Collector, shall be brought every evening to Nicolaas Bayard by the labourers of the Weighscale and the beer drawers. Which aforesaid Weigh house labourers and beer carriers shall appear at this City Hall on Monday next at Nine o'Clock of the aforesaid day.

Monday, 19. June 1665. In the City Hall. Present the Heeren Tomas Willet, M^r Mayor, Tomas de la Vall, Olof Stevenzen van Cortlant, John Laurens, Aldermens; Allard Anthony, Sheriffe.

The bakers of this City are ordered to furnish this day to Secretary Nevius an account of what they have baked here during five months in cakes and hard bread, to whom delivered and how much they still have on hand.

Mr. Cornelis van Ruyven appears in Court.

Tymotheus Gabry, Collector of this City, as regards the excise of beer and wines consumable as well by the Burghers as tapsters and tavernkeepers within this City's jurisdiction, entering has promised to conduct himself honestly in his aforesaid office by the following oath:

OATH.

You Thimothy Gabry being Chosen collector of the impostt belonging to his towne by the Major and Alderman do sweare by the Almighty God that you will faith fully and truely discharge the trust reposed in iou and that you will not directly or indirectly act or contriue any way to the prejudice of the revenue but shall on all occasions discouer any fraud intended and that you will kepe exact accompt of all Moneys you Receve and bee accomptable to the Mayor and Aldermen, so often as you shall bee thereunto requiared and not to pay any money to any person whatso-

euer without a warrant from the Mayor or his deputy and that signed by M^r Nevius as Entred. Soe helpe you Godt. dated att New Jorcke June 19th 1665.

Nicolaas Bayard entering is notified, that he shall be furnished, from now henceforth with the Excise permits of beer and wine consumable as well by the Burghers as tapsters and tavernkeepers within this City's jurisdiction, to be executed by the Collector Tymotheus Gabry, whereof he shall be bound to keep a register; further he shall sit, every Court day, with the Secretary Nevius in Court, and keep the minutes of what is transacted in English, translate the same into Dutch, make extracts thereof in English, and to agree with the aforesaid Secretary for the writing both of the same and of the Dutch.

Pursuant to the frequently enacted order and regulation drawn out below have the aforesaid Weigh house and Beer Porters, namely Barent Jacobz Kool, Tousein Briel, Crein Jacobs, Jacob Swart and Nicolaas du Puys promised to conduct themselves, and also bound themselves anew under oath.

First, They shall be bound to repair at six o'clock in the morning at the City Scales and there or in that neighbourhood remain until twelve o'clock at noon, to return at One o'clock and then to continue further to the going down of the sun.

2. They shall not carry or bring from one place to the other any wines or beer without having previously obtained and received a proper permit or licence

3. They shall be bound to take care at their own expense of their own implements to labour at the wine and beer.

4. They shall not get drunk in the execution of their aforesaid office, so that no damage may accrue thereby to the beer, wines or other wares, at which they are employed, under the penalty of their day's wages and to pay in addition a fine of three guilders for the public chest.

5. And in case any damage accrue by their drunkenness, they shall repair and pay the loss and be fined moreover six guilders for the chest.

6. And that every thing may proceed in better order and regularity their Worships M^r Mayor and Aldermen elected and continued Barent Jacobzen Cool as Elder, to whom they shall be bound to shew all obedience.

7. Which Elder shall be obliged to remain by the Weighscale or thereabouts during the aforesaid fixed time without leaving there to the inconvenience of the merchants.

8. And the first returning from work shall repair to another job, unless there be something more urgent; he shall then go there, at the command of the Overseer (Elder), without any objection, on pain of three guilders.

9. Each time he returns to the Weighscales he shall report to the Overseer what work he has done and performed, who shall be bound to keep a good account and note thereof for the accommodation of the merchant; also of the beer.

10. They shall be bound immediately on the receipt of [the permit] to make an incision immediately in the same, and should beer [or wine] or other things be lost, he who has lost them shall be fined one guilder per permit for the chest.

11. They shall be bound after the work is done to hand over their permits to the Overseer, who shall keep them together until evening and then bring the same to Nicolaas Bayard to be registered, or at latest early the next day, under a penalty of two guilders for the chest, and for each permit that shall be lost he shall pay, in like manner, one guilder.

12. Whoever does not duly attend shall pay to the chest for one whole day three guilders, and whoever comes one hour too late, ten stivers.


13. And in case there should be a pressure of work, so that it would be difficult to get along with it, in such case some help may be hired, care being taken, that they be trustworthy persons, as they must be security for them.

14. Whoever shall behave illy to any merchants or Burghers shall be fined six guilders, and be punished according to circumstances.

15. Whoever refuses to allow his fine to be deducted on which complaint is made, the same shall have to bear double punishment.

16. They shall see, that no person except themselves shall work at any wine or beer, and whoever is found thereat shall be fined one third for the Beer carriers.

17. They shall not take any more for their work than their fixed wages on pain of their office.



18. They shall be bound to repair to every fire on the ringing of the fire bell and there to assist, on pain of losing their office.

19. And if any of the Porters at the Weigh scales happen to fall sick he shall draw weekly six guilders.

20. They shall be bound to present their instruction each year to M^r Mayor and Aldermen and request a continuation of their employment.

21. The Overseer shall be bound to pay the money that is earned throughout the week, every Saturday and not on Sunday on pain of six guilders for the chest.

22. But what is earned by loading and discharging ships shall be paid by the Overseer according to the opportunity on receipt of the money, but not on Sunday as above, on like penalty.

23. And lastly, the appointed Beer and Weighhouse Porters shall promise and swear, that they shall conduct themselves honestly and faithfully in the aforesaid office, not commit any fraud nor allow any to be committed and to observe what may hereafter be added to this instruction by M^r Mayor and Aldermen.

OATH TAKEN BY THE BEER AND WEIGHHOUSE PORTERS BEFORE
M^r MAYOR AND ALDERMEN.

We, chosen by the Mayor and Aldermen, Labourers and Weighhouse Porters promise and swear in the presence of the Ever Living God, that we will promptly regulate ourselves according to our instruction already given or to be hereafter given, that we shall not convey, remove or carry any beer or wines or any other thing except on a proper permit signed by the Collector, and that we shall deliver to Nicolaas Bayart, all received permits every evening if possible, otherwise early the following morning. So Truly Help us God Almighty!

Tuesday, 20th June 1665. In the City Hall. Present the Heeren Thomas Willet, M^r Mayor; Thomas de la Vall, Olof Stevenzen van Cortlant, John [Laurens], Allard Anthony, Sherriffe.

Thomas Hal, pltf. v/s Geertje Hoppe,* deft. Mattheus de Vos, as

* Geertje Hendricks, wife of Andries Hoppe or Hoppen, came with her husband and da. Catrina to New Amsterdam about 1653 or 4. He died in Decbr. 1658, leaving her with five children, of whom four were boys. Having been engaged in trade, Hoppe and wife had acquired some property, among which was the house and lot, mentioned in

substitute attorney for Thomas, concludes that the deft., as she has no fixed domicile in this City, shall before she instituted her demand, enter sufficient bail or give security. Deft. says, she has house and lot in this City. Therefore pltf. in his aforesaid quality concludes in writing, that deft. shall be condemned to restore free of cost and damage to Christian Davits, [attorney] of Tomas Hal, nine hundred and eight guilders with interest thereof for the half of a parcel of land, called Bronckes land, conveyed to the aforesaid Christiaen Davidts and paid by him, or to transport the same to him, and in case of refusal the aforesaid land and all her goods to be pronounced under execution etc. Deft. demands copy of the suit. Copy hereof is granted to deft. by the W: Court to answer thereunto by the next Court day.

Freryck Gysberzen van den Bergh, pltf. v/s Freryck Hendrickzen Boogh, deft. Pltf. concludes for the acknowledgment or denial of his obligation for the sum of four hundred and four guilders, two and a half stivers. Deft. acknowledges to have executed the obligation. The W. Court condemn the deft. to satisfy and pay the pltf. the aforesaid four hundred and four guilders two and a half stivers, according to obligation.

Jeremias Janzen Hagenaar, pltf. v/s Stoffel van Laar, deft. Deft. in default. Pltf. demands from deft. according to settlement dated 10th March of this year the sum of sixty two guilders, and further twelve guilders earned since in fixing and erecting his fence.

Nicolaas de Meyer entering prosecutes an attachment issued against the goods of Aart Pietersen Buys, situate in N. Haarlem, for a claim which he has against him, pursuant to the acte thereof executed by the abovenamed Aart Pietersen before Secretary Nevius, dated 19 June last. The W: Court declares the attachment valid and decide to summon the Magistracy of N: Haarlem to shew cause on the next Court day, why they claim to be preferred in the aforesaid property to the prosecutor of the attachment.

Further the abovenamed Nicolaas de Meyer produces a judgment this suit, on the E. side of Broadway, N. of Beaver Str. The widow Hoppe married May 8, 1660, Dirck Gerritsen van Tright and acquired Broncks Land, now Morrisania, by deed from Gertruyd Andries, widow of Jacob Jansen Stoll, Decbr. 19, 1662, conveying it on the same day to Herman Smeeman, whence it passed to Samuel Edsall, who sold the property to Capt. Richard Morris.

obtained from the W: Court of this City against Nathaniel Britten with the return to the notice. The W: Court decree, that Nicolaas de Meyer shall have to summon the person of Nathaniel Britten against the next Court day to shew cause, why he refuses to fulfill the aforesaid judgment.

Grietje Pieters entering demands reparation of character, inasmuch as she is accused of having stolen beavers. Whereupon it was ordered, that the Court Messenger shall summon the wife of Pieter Jacobsen Marius and the wife of Tomas Laurensen, baker, against the next Court day.

Tryntje van Campen entering demands payment of the board for the last imprisoned Englishman, and produces the last issued order of the Court of this City. Ordered, that her husband appear and demand the same.

Tomas Kocks, soldier in the Hon^{ble} Governor's Company, pltf. v/s Jan Adely, sailor, deft. Pltf. says, that deft. Adely climbed yesterday over the fence between him and Annetje Smits, and affronted him and that he would not retire from his place, so that they came to blows with each other and that he tore the shirt from his back, the commencement of the dispute and trouble having occurred yesterday at his house. Calling as witnesses, William Hetten and Thomas Hetviel, soldiers. Deft. acknowledges to have climbed over the fence and to have said, that the place or ground was as free to him as for Kockx; also if any one struck him, he should strike back; then says he knew no better, than that it was the kings highway and not Kocks ground. The W: Court order Jan Adely to enter sufficient bail or in default thereof to go to prison. And whereas he could not give bail, he was taken to prison.

The W: Court order, that all tapsters and those who make a profession of tapping shall be bound to appear next Saturday afternoon at the City Hall, bringing with them their last obtained tapsters license.

Thursday 22^d June 1665. In the City Hall. Present the Heeren Thomas Willet, Mayor; Thomas de la Vall, Olof Stevenzen van Cortlant, John Laurens, Aldermans; Allard Anthony, [Sherriffe.]

Coenraat ten Eyck, Joost Goderus, Stoffel van Laar and Hendrick Janzen van der Vin appear in Court to testify the truth regarding the riot which occurred on the 19th instant. The abovenamed Coenraat ten Eyck declares to have been standing on the bridge, where some children came,

who said there come three soldiers who say, that they will clear the street; which soldiers coming on the bridge said (as far as he could understand) Let every one go home and attend to his business;—one of them drawing his sword from its scabbard attacked him, whereupon he ran away; offering if need be and he is required, to confirm the same on oath. And the abovenamed Joost Goderus, Burgher of this City, aged as far as he knows, six @ seven and thirty years declares, that he was standing on the Bridge about seven o'clock in the evening of the 19th of this instant June, and saw three soldiers come on the Bridge, one of whom drew his sword striking Coenraat ten Eyck, Joost Carelsen, and him three blows, whereupon Hendrick Obe, Constable, charged him to go to the Fort to call the soldiers, and having run a little way in the street, he stopped and saw that they had drawn their swords and struck the aforesaid Constable, and that the said Constable called for help, whereupon he, deponent, returning took up some stones to go to his aid and saw that one young fellow came running out the house of Tomas Kockx, who fired with his gun, whereupon the soldiers left the abovenamed Constable; declaring further, that the soldier, who struck him, Joost Carelsen and Coenraat ten Eyck was freckled in the face, having a blue shirt and was the first to commence the game, offering to confirm this his declaration by oath, if need be and he is required. Further, Stoffel van Laar, Burgher of this City, aged twenty six years, declares that he was standing on the Bridge near Hans Dreper's about seven o'clock in the evening of the date aforesaid, when three soldiers came to sit on said Bridge, one of whom stood up and drew his sword driving the boys from the Bridge, after which he ran at Coenraat ten Eyck, who having retreated he followed him and struck him, whereupon going away he went to stand on the Strand, and thereupon the abovenamed soldiers went to Hendrick Obe, and that some one called for help for the said Hendrick, whereupon he with others went to him and saw that he was wounded and that he retired. Offering also to confirm his declaration, if necessary and he be required, on oath. And the aforesaid Hendrick Jansen vander Vin, Burgher of this City, old about fifty years, declares, that he was standing on Nicolaas Backers stoop after the trouble had ceased between the soldiers and sailors and saw two soldiers coming from the Fort, one of whom apparently much excited drew his sword and went to the Bridge, where many folks were

standing, among others Hendrick Obe, the Constable, and that the soldiers drove away the boys, who were standing about the Bridge, after which coming on the Bridge, they also drove away the people who were standing on both sides of the Bridge, striking them with the naked swords, and that Hendrick Obe stood by one of the soldiers at the corner of Hendrick the baker's fence, speaking to him holding him by his coat and as well as he could remark, would have the soldier accompany him, whereupon the two soldiers fell on the aforesaid Hendrick, struck him with all their might, with the naked swords, and assaulted him in such a manner, that he was obliged to retire; and he saw when the aforesaid Hendrick had retired to Jacob the baker's corner, that one soldier ran after him with a gun and discharged the same and further has not seen. Offering to confirm the same on oath if necessary and he is required.

Lodowyck Pos, his wife and daughter (the wife of Arent Jurriaansen Lantsman), entering, the aforesaid Lantsman's wife requests to be divorced from her husband, as she cannot keep house with him. Decreed to postpone the matter until the next Court day, when the said Lantsman is to be heard and the aforesaid Lodowyck Pos was allowed to retain his daughter with him during that time.

This day after the usual ringing of the City Hall bell three times is published a Proclamation regarding the confiscation of the West India Company's effects in consequence of the Company inflicting all sorts of injury on his Royal Majesty's subjects; pursuant to the printed Proclamation.

Isaack de Foreest entering demands an attachment against the person of Francis Douthy for a debt he claims of him. The petition is granted and 'tis decreed that Francis Douthy shall remain in this City or give bail for fl. 500.

Saturday 24 June, 1665. In [the City Hall.] Present the Heeren Thomas Willet, M^r. Mayor; Thomas [de la Vall], Olof Stevenzen Cortlant, Cornelis [van Ruyven], John Laurens, Aldermannen; Allard Anthony [Sherriffe].

Sergiant Thomas Exten, Thomas —, James Webb appear; they have had no tapsters licence. Nath. Britten received a tapsters license on the 1st of May.

Further Wernaar Wessels, Bartholdus Maan, Freryck Gysbersen, Mighiel Tades, Lucas Dirckzen, Antony de Milt, Eghbert Meinderzen, Dirck Storm, Barent Cours, Anneke Litsco, Jesyntje Verhagen, Patrix Hay, Grietje Provoost, Geertje Corssen, Andrees Rees appear, who are notified to observe good order, and whenever they find any rioting to arise, to go instantly to the watch and give notice of the same so as to put an end to the trouble.

Secretary Nevius is ordered to give the tapsters a licence next Monday to enable them to tap for one quarter of a year.

It is resolved that the tonnage, anchorage and other duties shall be levied by order of the Major and Aldermannen as heretofore, except the Burgher tax, until further order.

Further, an order is made for Annetje Kock to lodge two soldiers named Thomas Johns and William Tott for the term of one month or thereabout; she shall receive the same as the others furnishing fire, light and washing etc.

Lodowyck Pos and his daughter Beletje, wife of Arent Jurriaansen Lantsman, appear; the aforesaid Beletje producing a remonstrance, wherein she demands, that she be not obliged to go to her abovenamed husband; whereupon it is apostilled:—Copy hereof is on request ordered to be furnished to party to answer thereunto in writing on the next Court day and to appear himself in person and Arent Jurriaansen Lantsman requests in writing copy of whatever may be filed by his wife aforesaid. Apostille: Petitioner's request is granted and he shall receive copy of whatever is filed by his wife thereunto to answer at the next Court day and to appear himself in person.

ACTE TO THE SHERIFFE.

The Sheriffe is hereby requested and ordered by the M^r Mayor and Aldermannen to inventory the goods of Arent Jurriaansen Lantsman removed by him from his house and to take possession of said property.

Tuesday the 27th June 1665. In the City Hall. Present the Heeren Thomas Willet, M^r Mayor, Thomas de la Vall, Olof Stevenzen van Cortlant, Cornelis van Ruyven, John Laurens, Aldermannen; Allard Anthony, Sheriffe.

Nicolaas de Mayer, pltf. v/s Nathaniel Britten, deft. Pltf. produces

an obligation for fourteen hundred guilders in sewant executed by the deft. in his favor for the a/c of Albert Albertsen, declared valid by the Court of this City pursuant to an acte obtained thereof; concluding for payment thereof. Deft. concludes the obligation to be void and that by virtue of a deed of sale of a parcel of land, a lot and valley bought of the said Albert Albersen, containing a clause: should the English take the aforesaid land during the period of payment, the sale shall be void. Pltf. replying says, that deft. made no such exception, when he executed the obligation; also, the obligation did not purport such. The Court having heard parties on both sides and considered and read the papers produced on either side by the parties grant the deft. two months time, as he excepts on the clause inserted in the exhibited deed of sale, to make arrangements in the meanwhile, that the pltf. be satisfied for the demanded fourteen hundred guilders according to the obligation passed to him, and if not he is condemned then to satisfy and pay the pltf. the aforesaid sum.

Isaack de Foreest, pltf. v/s Jurrien Janzen van Auweryck, deft. Pltf. concludes, that pursuant to judgment of the Court of this City, the deft. shall enter bail for the payment of the rent of the house, occupied by him or in default thereof to quit the house. Deft. answers, that the pltf. promised him repairs in presence of a person, who says, that it occurred so long ago, he has forgotten it. The W: Court decree, that if the deft. remain in default of payment of one quarters rent he shall have to give the pltf. sufficient bail for the rent or in default thereof leave the house.

Freryck Gysberzen van den Bergh, pltf. v/s Marten Hofman, deft. Deft. in default. Pltf. demands satisfaction from deft. according to judgment. The W. Court order him to summon him by the next Court day.

Eghbert Meinderzen, pltf. v/s Bartholomeus van Schel, deft. Deft. in default.

[* Arent Jurriaanzen Lantsman], Lodowyck Pos and his wife [and daughter] wife of said Lantsman enter. Pursuant to the order on the remonstrance presented by the abovenamed Beletje on the — of the month last the aforesaid [torn] was asked for his written answer, whereupon he says he could not get any one to [write it] for him, therefore he

* The original is so torn that it is impossible to make sense of it.—Tr.

must transact the affair verbally; denies to have driven his wife out of Hendrick the baker's house; saying further, that he has summoned the said Hendrick the baker's wife, also Jacob Vermont's wife to testify to the truth, but they have not appeared, relating the occasion thereof. The Court order Arent Jurriaansen Lantsman to summon his witnesses by the next Court day and should they not appear the Sherriffe was ordered to bring them.

Geertje Pieters entering demands, that Saartje Teunis residing at N: Haarlem shall be ordered to prove that she stole beavers from Lysbet Ackermans and that the Sheriffe shall detain her, whenever she come here. The Court order the Officer, whenever he finds the said Saartje Teunis here to detain her, until she prove that Grietje Pieters has stolen beaver from Lysbet Ackermans.


Nicolaas de Meyer entering exhibits an a/c between him and Andrees Herpers * extracted from his book by Johannes Provoost at Albania, saying the Court there decree, that no person has legally a claim against said Andries Herpers, unless he exhibit an obligation of debt or affirm by oath the justice of the debt, therefore intends to do the same; and he has in consequence confirmed the same by oath. In testimony whereof the Court ratified the same by impressing their seal thereon.

Geertje Hendricks, wife of Dirck Gerrisen, demands by petition postponement of the suit instituted against her by Mattheus de Vos as substitute of Cristiaan Davidts, attorney of Thomas Hall, to shew by witnesses which she expects from Fort Orange, every day, the contrary of what the said de Vos has given in. Apostille: Petitioner is granted four weeks time, to do her duty in the meanwhile to get the evidence herein required, on condition that the case shall be proceeded with, if no proof of having done her duty be forthcoming at that time.

Joannes Nevius rising up requests his dismissal because he cannot at present support or maintain himself and family, since he has no other income than that received from the City and he cannot bring the emoluments thereof to so much; The Court having considered the request discharge the petitioner from his service.

The Porters of the Scales and Beer request by petition an increase of

* Andries Herpers was gunner at Fort Orange (Albany), as early as 1654, and Magistrate there 1659 to 1660. He died in 1662.



fees as they cannot get along with what is allowed them: whereupon the Mayor and Aldermannen decide and consent that they may take and demand the following:—

For A large bale of duffels.....	fl. 2.
A case of duffels.....	1.
A case of linen.....	1.
A Bale of.....	" 10
A Bale of canvas.....	" 10
A barrel of nails.....	1.
A tub of prunes.....	1.
A tub of rice.....	.10
A tub with axes.....	.15
A case with kettles.....	.15
Other goods and trifles in proportion and in the cellar.....	—
A barrel of or on the scales.....	.8
A case of tobacco taken from the boat to the weigh-scales..	.18
To roll a tub of tobacco home and weigh it.....	.12
A tub of tobacco on a truck.....	5.
Further all goods in the weighhouse in proportion.	

For carrying the beer and wine :—

Outside the Gate.

One tun of beer.....	.12
A halfbarrel of beer.....	.6
A quarter ditto.....	.5

Within the Gate.

A barrel of beer.....	.10
Half barrel of beer.....	.5
A quarter ditto.....	.4

Of the Wines.

A parcel of oil.....	2.
A " of brandy.....	1.12
A hogshead of wine or vinegar.....	.16
An aam of wine.....	.12
A halfaam ".....	.8
An anker ".....	.6
A half anker.....	.3

A^o 1665. this 27th off June. Att a Court holden uppon the City Hall of N. Yorke. Present M^r Thomas Willet, Major; M^r Tho: d'La Val, M^r Oloff Stevensen, M^r Cornelis van Ruyven, M^r John Lawrence, Aldermen; Allard Anthony, Sheriff.

ffrancis Douthy, pltf. v/s John Hinxman and Knollum Winslow, defts. The Court doth Order that the Partyes shal deliver in their Evidence to the following Juries to witt

JURIES NAMES.

Caleb Burton, Isaacq Bedloo, Christ hoogland, Balth^r de Haert, W^m doruel, James Bullaine, John Gurland, John Browne, Charles Bridges, John damrel, Thos. Carvet, Sam^l Edsal.

The Juries doe Judge that the defenders shal pay the Plantive, Soo much as he shall make appeare by true accounts due unto him from the S^d defenders, besides the Costs & damages of the Court. The Honn^{ble} Court does allowe off the aboves^d Judgement & Nominates for to view Examin and make up the accounts betwixt the Partyes, from the tyme that the Bark was Sould to M^r Tatcher, til the tyme that she was Returned againe to the s^d Douthy to Witt M^r Jacob Backer, M^r Isaacq Bedloo M^r Balthazar de haert & M^r Samuel Edsal. Ady ut supra.

Knellum Winslow, pltf. v/s ffrancis Douty, deft. The Court does order the Parties to deliver their Evidences to the before Standing Juries. The juries doe judge that the defend^r shal Pay besides the damages of the Court to the Plantive, the Somme of five and twenty gilders Wampum. The honn^{ble} Court doe give their Assent to the fores^d Judgement. Ady ut supra.

John Hinxman, pltf. v/s ffrancis Douty, deft. With Consent of both Partyes the Court does Order that they shal deliver their evidences to the Jury. The juries Judgement is, that the deft. shall pay to the pltf. Soo much as is due to him by Bond besides the Cost & damages of the Court. The Honnourable Court doe give there assent to the foresaid judgment. Ady as above.

ffrancis Douty, pltf. v/s Knellum Winslow, deft. In Action of Assalt & Batterie the w^h the Court orders that the parties shal deliver in their Evidences to the foresaid Juries. The Juries doe allowe to the Plan- tive for his fine thirty pence, besides the damages of the Court. The Hon^{ble} Court doe give their Assent to the abovesaid alowence. Ady as above.

Thomas Cokx, pltf. v/s John Adely, deft. The plt^{re} did make Comp^t to the Court by his declaration, and makes it appeare by two sworne Witnesses that the deffend^t did lip over his pailles against his Wil and further did abuse him in strikinge the pltf. uppon his owne Ground. The defend^t doth Confesse that he had lipt over the Pailles and did fal in quarrel with the pltf. and that, after he had Received several Blowes of the Plaintive did Strike him, but that he did not know that the pltf. was the Master of the howse. The Honn^{ble} Court Orders that the defend^t shall pay to the pltf. for abusinge him uppon his owne ground, in silver ten Shillings, besides the damages of the Court, and the pretence of the Sherif. Ady as above.

Allart Anthony, Sherif, Plantife v/s John Adely, deffr. In an action of Assalt and Batterye against Tho. Kox. The Plt. demands off the defender (it beinge a case of great Consequence) ex Officio for the aforesaid Action a Penalty of fl. 150. The defender confessing the p'mises submits himselfe to the discretion of the Court. The honn^{ble} Court doth allowe to the Sheriff the somme off twenty gilders Wampum besides the Costs & Charges off the Court. Ady as above.

Knellum Winslow, plt. v/s Samuel Moore, deff^r. The Court orders that parties one either syde shal deliverr in their evidences to the aforesaid Juries. The Juries doe allowe the plt. the Costs & damages off the Court & no moore. The honn^{ble} Court doe give their assent to the afores^d Judgement and Allowance off the Juries. Ady as above.

The Mayor Propoundinge to the Court that Seinge this Citty is verrey Open and unfortified, or the Court did not think it Necessary that the Inhabitants should be Brought together to hear or they should be willing & what they Will Contribute to the fortifienge off the same.

The Courts advice is alsoo that the fortifying off this Citty is necessary, But Judge it best before they Cal the Inhabitants together to hear the advice of the Honno^{ble} Govern^r Richard Nicolls.

The Major giveinge Notice to the Court that he is intended to goe to Albania with the first Convenient opportunity, desyres therefore that the Court will accept in his absence as his Deputy M^r Thomas d'Laval. Ady as above.

June the 28th 1665. Att a Court held uppon the Citty howse off

New Yorke. Present M^r Tho: Willet, Major; M^r Tho: d'Laval, M^r Oloff Stevensen, M^r Cornelis van Ruyvne, M^r John Lawrence, Aldermen.

The Inhabitants of this Towne by order off the Court beinge Called together—

The Major Making his proposition to the Inhabitants desyeringe their advice that seeinge this Towne Lyinge Verry Open and in Noe Capacity to Resist the Violence of an Enemie or they did not judge it necessary that the Ould works made for the fortifyinge off this Towne should be Repaired, and that the West syde alonge Hudsons River should be fortifyed with good and sufficient pallisades for the use off which the honourable Govern^r Richard Nicols hath proffered to Contribute twoe thousand Pallissades & thousand Gilders in wampum.

The Intent of this proposition is not to Constraine any Inhabitant to fight against his owne Nation but to make the Towne defencive against the Violence off an enemy w^{ch} might seecke to spoile or destroye the same.

M^r Stenwyck did answer, that whereas the Govern^r hath been pleased to put the honn^{ble} Major and Aldermen for to Looke to the Best off the Towne & the Inhabitants of the same; what they shal thinck fit & Necessary for the Best thereof, he beinge but ordered, shal alwayes be found a Willinge & faithful subject.

Som of the People answeringe, Said that the Towne was sufficient anough; others that the Could not worke before they had their Armes Restored to them againe & many other excuses, but Noe Cathegoricall answer was given. Ady as above.

July the 4th A^o 1665. At a Court held uppon the Citty howse off New Yorke. Present M^r Tho: de Lavall, Deputy Major; M^r Oloff Stevensen, M^r Cornelis van Ruyven, M^r John Lawrence, Aldermen; Mr. Allard Anthony, Sheriff.

The Sheriff Allard Anthony, pltf. v/s Hendrick Spaniard, deft. Pltf. says that the deft. being arrested on the 7th June last by Claas Verbraeck, broke his arrest and went to Fort Orange; concludes therefore, that deft. shall be condemned in a fine of fl. 60. according to Placard. Deft. answering says, that pursuant to the order of the Court dated 6 June last he had then applied to Timotheus Gabrie, old Schepen, at whose instance the Court had ordered the a/c in dispute between him and the s^d Ver-

braeck to be examined by Sieurs Christoffel Hooghlant and Claes Lock, but no a/c could be got as Verbraeck was then absent. Deft. is ordered to settle with the Sheriff if possible; otherwise to appear again at the next Court day. Ady, as above.

Nicolaes Verbraeck, pltf. v/s Hendrick Spaniard, deft. Pltf. demands the sum of fl. 520. seawan, as per obligation passed by deft; requests that deft. be obliged to pay the same. Deft. owns the debt; but says, he has various a/cs with pltf. for freight, earned by pltf. and him in company, whereof he cannot obtain a/c. The Dep^y May^r and Alderm^s appoint and authorize Sieur Chr: Hooghlant and Claes Lock to examine and make up the a/cs betwixt parties and compose them if possible, and the deft. to pay the obligation within 3 days on condition of first deducting what shall be found by afores^d persons to belong to him from the s^d Verbraeck on settlement of a/c.

Sheriff Allard Anthony, pltf. v/s Jacob Leendersen, deft. First default. Pltf. entering his suit, the deft. is ordered to appear on the next Court day. Ady, as above.

Egbert Mejderts, pltf. v/s Bartholomeus van Schell, deft. Defts. 2nd default. Pltf. entering his suit says the deft. owes him according to assignment made by Jacob Vis to him on deft., the sum, of fl. 230. in zewan being in deduction of the house purchased by him from Paulus Heymans; and further, the sum of fl. 39: 15. in zeawan balance of a/c. He demands that deft. shall be obliged to make good the same to him. The accounts being examined by the Deputy Mayor and Aldermen, they order the deft., being duly summoned to appear on the next Court day, on pain of being condemned to pay the account. Concerning the assignment made by Jacob Vis on the deft. in favor of the pltf., it was decreed, that in case the pltf. could not exhibit sufficient proof, that the deft. has accepted and undertaken to pay the same, he, therefore, has no demand against the deft., but shall seek his guarantee on the drawer of said assignment, being Jacob Vis. Ady as above.

Eghbert Meynderts, pltf. v/s Cryn Jacobsen, deft. Pltf. demands from deft. the sum of fl. 68: 10. according to account. Deft. admits the debt, but says it is not convenient now to pay the pltf. The Deputy Mayor and Aldermen condemn the deft. to satisfy the pltf. within the time of one month. Ady as above.

Arent Juriaansen Lantsman, pltf. v/s Saartie, wife of Hendrick Jansen, baker, deft. Deft. in default.


Freryck Gysbertsen, pltf. v/s Marten Hoffman, deft. Pltf. demands from deft. the sum of fl. 23. in zeawan balance of rent according to judgment. Deft. admits the debt and requests some delay. The Mayor and Ald^r order the deft. to satisfy the pltf. within 14 days to 3 weeks in the aforesaid sum, with costs. Ady, as above.

M^r Garlet, pltf. v/s Engel Jansen. Default.

Lodowyck Pos, pltf. v/s Arent Jurriaansen Lantsman, deft. Pltf. complaining as father of Beletie Lodowyck, maketh known the Unchristian and insufferable treatment and behaviour of the deft. towards the aforesaid Beletie Lodowyck, the deft's lawful wife, to this end exhibiting divers attestations and declarations executed by various credible persons in the premises; demanding, that deft. shall be condemned in such penalty as the Magistrates shall deem on the merits proper; and further, that his said daughter, Beletie Jacobsen be not constrained to return again to her husband against her will. Deft. answering, denies that he improperly treated his wife, Beletie Jacobsen, but says they had some differences, whereof said Lodowyck Pos and his wife were the principal cause; exhibiting a declaration to this effect; requesting that his wife be obliged to return again to him, promising to live henceforward with her as man and wife ought to do. Pltf. replying says, that he has now been full three different times before the Court regarding the improper treatment of his daughter by the deft. and he each time promised amendment, but never performed his promise; persists therefore in his entered suit. The Deputy Mayor and Aldermen having heard the debates of parties on both sides, and examined the produced papers and documents, postpone the decision to the next Court day; and meanwhile their Worships shall authorize some honourable and fitting person to reconcile, if possible, the parties, to love and friendship—if not, to report their action to the Court. Ady, as above.

Nota. The Acte of Authorization Stands herewith Registered. This for Memorandum.

M^r Harmen Wessels entering requests, that the attachment issued by him on Jan Damen's goods in the hands of Seervyn Laurensen, may be declared valid. *Fiat quod Petitur.* Ady as above.



Grietje Jans being sent for by the Court at the City Hall, on the complaints of the surgeon and others touching her scandalous, irregular, whorish and evil life and behaviour, is informed (whereas she now being with child is excused from further corporal punishment which she well deserves) that she must depart within 14 days or 3 weeks' time from this City on pain of bodily correction. Ady as above.

Whereas now at divers times complaints have been lodged before the Court of this City against the unbecoming comportment and irregular housekeeping of Arent Juriaensen Lantsman, which ought to be corrected as an example to others; this however has as yet been deferred at his earnest entreaties and promise of amendment: but whereas instead of amendment, serious complaints are made *de novo* of the bad behaviour observed by him towards his wife, as more fully can be seen by the declarations produced, and though there is now reason sufficient to make an exemplary correction in the premises, yet on the proposition of some of his friends we yet abstain from any extreme measures, but have referred him and his wife, as we hereby do, to the Reverend Dom^e Johannes Megapolensis and Dom^e Samuel Driesius, who are requested to arrange, if possible the question between Arent Juriaens Lantsman and his wife and to reconcile them; then on the promise of amendment and that such should not again occur, shall the past be forgiven, but if the one or the other party will not abide by nor submit to the advice and arbitration of the Rev^d preachers Domini Megapolensis and Driesius between this and the next Court day, then proceedings may be expected according to the style and custom of law as an example to other evil housekeepers. Ady, as above.

July the Eleventh A^o 1665. At a Court held uppon the Citty howse of New Yorke. Present M^r Tho. de Laval, Deputy Major; M^r Oloff Stevenz, M^r Corn v: Ruyven, M^r John Laurence, Aldermannen.

The Sheriff, pltf. on behalf of Grietie Pieters v/s Josyn Verhagen, deft. Pltf. says, that Josyn Verhaegen, deft., told Saertie Teunis in presence of Marretie Pieters and the wife of Tomas Lourens, that Grietie Pieters had stolen a beaver from Lysbet Ackermans. Deft. answering denies it, but says, he stated, that a beaver was stolen from the above-named Ackermans and that he heard, there was no one in the house but

the above mentioned Grietie Pietersen, but denies having said, that she stole it. Marretie Cornelis and Tomas Lourens' wife being called in declare, they know not what the abovenamed Josyn Verhagen had said, as they were occupied about their own business. The Mayor and Aldermen having heard the answer of deft. and the evidence of Marretie Cornelis and of the wife of Tomas Lourens, condemns the aforesaid Grietie Pietersen in the costs incurred herein, the Court further orders hereby, that it be not henceforward troubled with such unfounded doings. Ady as above.

Foppe Barent, pltf. v/s Jan van Bremen, deft. Pltf. demands from deft. according to a/c the sum of one hundred and thirty two guilders in seawan for wages earned by him on the defts. scow. Deft. says, that the pltf. sailed with him as passenger, but he promised him no money, only said to him, that if at any time he worked a day on his scow he should pay him for it, as he indeed hath done. The Major and Aldermen hereby appointed and authorized Jan Ariaansen and Pieter Harmansen, ship carpenters, as arbitrators in the dispute between parties, to reconcile them if possible; if not to render a report to the Bench on the next Court day.

Jacob van Couwenhoven, pltf. v/s Symon Jansen Romeyn, deft. Defts. first default. Pltf. demands from deft. the sum of fl. 124. 7 in beavers on an a/c of Johannes Withart, accepted by the deft. to pay to him, as appears by the notice repeatedly served by the Court Messenger. The Mayor and Aldermen having looked into the a/c order Symon Jansen Romeyn, the deft., to appear at the next Court day or to send an attorney to answer the pltf's demand on pain, in default thereof, of being condemned then according to the exigence and finding of the matter. Ady as above.

11th July 1665.

William Hallet, pltf. v/s Poulus Leenderts and Govert Loockermans, in the behalfe of M^r Jacques Cousseau, defend^t. The Plt. deliveringe in his declaration to the Court: it is ordered that the Coppie of the same shal be Delivered to the defend^t & that they shal give in their answer against next Court day to be held the 18th of this Instant, & then to Come to tryal at the followinge Courtinge day, beinge this day fourtnight: ady ut supra.

Poulus Leenders & Govert Loockermans in the behalfe of M^r Jacques Cousseau, plt: v/s William hallet, def^t: The Plt: desiringe that the Court will order and Charge the def^t: Will: hallet, that he shall imedeately deliver to the Plt: the bond & obligation of M^r Cousseau accordinge to his Promis and bond made in the s^d M^r Cousseaus Bouck N^o C. etc. The honn^{ble} Court orders that the Plt: shal deliver the Coppy of their declaration to the defend^t at this after noone, and that the defend^t as then shal give in his answer to the same, ag^t next tuesday, & then to Come to tryal at the followinge Courtinge day, beinge this day fourtnigh, ady ut supra.

The 11th off July 1665.

Nathaniel Britton, Plt. v/s Albert Alberts, defft. M^r John Rider appearinge in the behalfe of the Plt. delivereth in his Declaration to the Court: it is ordered that the Plt: shal deliver in the Coppy of the same to the defend^t and that the Defender as then shal give in his answer to the same at the next Court beinge the 18th of this instant: and then to Come to tryal at the followinge Courtinge day beinge this day fourtnight, as above.

Thomas Exton, Plt. v/s hendrick ahasueros, Defft. M^r John Rider appearinge in the behalfe of the Pl^t delivered to the honn^{ble} Court his Declaration: The Hon^{ble} orders that the Coppie of the same shal be delivered to the defend^t and that the defender shal give in his answer to the same, at the Next Court to be held the 18th of this Instant & then to Come to tryal at the followinge Courtinge day, which shal be at this day fourtnight as above.

Jacobus Vis, pltf. v/s Lodowyck Pos, deft. Defts. first default.

Jacobus Vis, pltf. v/s Bartholomous vander Schel, deft. Pltf. demands from deft. the sum of fl. 230. in sewan, being deduction of the house bought by him from Paulus Heymans. Deft. admits the debt, but says, it is not convenient for him just now to pay and further that to this time he could receive neither conveyance nor deed of the house. The pltf. replying says, that the deft. must look to the sellers for the deed, but not from the pltf., as the pltf. only comes like other creditors of Paulus Heymans for a share of the monies, which he promised for the house. The Mayor and Aldermen having heard debates of parties, order deft. to

satisfy the pltf. within two months from this time, or in default thereof the pltf. shall be empowered to summon the deft. on the next succeeding Court day, when the same shall be placed in the hands of the jury, then to proceed as may be proper according to the exigency and finding of the case. *Ady ut supra.*

Arian Appel, pltf. v/s Pieter Schaefbanck, deft. Pltf. demands from deft. 45 gl. in zeawan, balance of a/c. Deft. admits the debt, but says he has not been hitherto in circumstances to pay. The Major and Aldermen having heard the demand and the defts. acknowledgment condemn him to satisfy the pltf. within two months from this time. *Ady as above.*

Barent Harmens, pltf. v/s Tamis Davis, deft. Pltf's wife appearing says, that her husband being at Onckeway with Tamis Davis agreed together with one Palmer of Onckeway, to aid in driving some cattle from there hither for Tomas for the sum of 4 guilders per day in seawan, and whereas said Pamer was forbidden to drive them here and so refused, detaining her husband from day to day, he was under the necessity of coming here without the cattle, having been out six days; requesting that deft. shall be ordered to pay her accordingly. Deft. answering says, pltf. is the cause that his cattle were not brought; denies, therefore, that he owes him any thing, as he had agreed with him to aid in driving the cattle; but requests that the same may be postponed to the arrival of said Paemer, as he is expected here every day, then to be the better able to prove his statement. The Mayor and Aldermen having heard the debates of parties, order deft. to deposit the money with the Sec^r Nicolaes Bayard, until the abovenamed Paemer coming here shall furnish further explanation and proof, when further order shall be given according to the merits of the case.

Arent Juriaensen Lantsman entering in Court communicates by petition in substance, that he and his wife were, pursuant to the order of the Major and Aldermen, dated 4th inst., with the Rev^d Ministers D^r Johannes Megapolensis and D^r Samuel Driesius, but that his wife's parents would not come to any agreement nor listen nor submit to the advice or arbitration of the Venerable Ministers. He requests therefore, that the Court would please to order his wife to return to him, as he could not any longer live without his wife, promising again to live with

her as an honest man ought to do. Whereupon Arent Juriaensen Lantsman's wife appearing, assisted by her father, Lodowyck Pos, and the above request having been read to her and she being asked, if for this time she would not go with her husband on the promise of amendment given by him, answers, No; as he had already repeatedly promised the same, but never kept it. The Mayor and Aldermen having heard the arguments on both sides, and considered the declarations and other documents produced, declare, that they have contributed all in their power, as well through the clergymen, as otherwise, to reconcile parties in love and friendship, but all in vain; and whereas by divers declarations as otherwise it is sufficiently apparent to their Worships, that the parents, to wit Lodowyck Pos and his wife, are the chief and principal cause of the trouble, which has arisen between the parties, they therefore order hereby the aforesaid Lodowyck Pos not to detain the abovenamed Beletie Lodowycx, wife of Arent Juriaensen Lantsman, in his house beyond 14 days, within which time parties shall have to be reconciled to each other, or in default thereof they must again make joint application to them; and further the abovenamed Arent Juriaens Lantsman is hereby notified and warned, that if again any complaints should be made of his improper behaviour, he shall then be delivered over to the hands of the Hon^{ble} Governour General to be punished by his Honour in such manner, whether by separation from bed and board, imprisonment or otherwise as by his Honour shall then be deemed proper as an example to other evil householders.

July 18th 1665. At a Court held at New Yorck. Present M^r Thomas Willet, major; M^r Olof Stevens, M^r Corn: Van Ruyven, M^r John Laurence, Aldermen.

Allard Anthony, Plt: Contra George Waecker. The Plt: declaringe by word of mouth that the def^t: had carried away, the Plt: his Neger. The def^t doth desyre that the Plt: shal deliver in his declaration in Writinge. The honn^{ble} Court orders that deliver his declaration to the Plt: in Writinge before night, and doe further order the defend^r to give in his answer against next Court, ady as above.

Thomas Jermy, Plt: Contra Ritchard Woodwal, def^t. The Plt: deliveringe in his declaration to the Court, the honn^{ble} Court doth order

the Plt: Thomas Jermy to deliver Coppy of the same to the defendant and doe further order that the deft. shal answer uppon the same, at the Next Court: ady as above.

Richard Woodwal, Plt. v/s Thomas Jervis, deft. The Plt: doth Say that he shal deliver in his declaration to the Defendant against the Next Court in due time. Whereunto the honn^{ble} Court doe give their assent. ady as above.

William Edwards, Plt: v/s Cors Jansen, Defendant. The Plt: by his declaration, demands by Bill off the defend^r ten gallons of Brandy, for which the defend^r besides one Jeremiah Dirckx hath past his Bill to the Plt: The Defendant saith that the Plt: doth owe him for foure dayes Worke, in Rowinge the Plt: his wife to — in Virginia at 25 lb. tobacco p^r day. The Plt: doth denye, to bee any thinge in Debted to the Defendant. The honn^{ble} Court doe Order the defendt. to make payment, to the Plt: of his bill, besides the damages of the Court, and in case the defendant Can make appeare, that the Plt: is any thinge indebted to him, he may at all tymes Plead his action against him. ady as above.

Hendrick Cousterie, Samuel Edsal and Warner Wessels, pltf. v/s Thomas Levis, deft. M^r John Ryder appearing for the deft. requests that the proceedings may be postponed until the defts. return as he has been sent away by the Hon^{ble} Governour General. The Court grants the request. Ady, as above.

Abram Verplanck, pltf. v/s Harmen Hendricx, alias the Portuguese, deft. Pltf. says, that he is bail for deft. to John Coo for the sum of — fl. and whereas the pltf. has been various times spoken to, even unto execution in the stead of the deft. as principal, he demands that deft. shall pay his debt and free the pltf. his bail with costs. Adreaen Van Laer appearing for the deft. and being retained bail for the judgment, promises to make payment within the time of two months. The W: Mayor and Aldermen having heard the arguments of parties, order and condemn the deft. to pay the debt within the time of six weeks, besides all the costs incurred herein, on pain of execution. Ady as above.

Received the answer of Albert Albertsen, deft. v/s Nathaniel Britten, pltf., to the demand made and entered on the 11th inst. against the deft. as further appears under said date being and it is ordered to furnish party copy hereof to answer thereunto on the next Court day. Ady as above.

Jacob van Couwenhoven, pltf. v/s Symon Jansen Romeyn, deft. Pltf. demands from deft. the sum of fl. 124: 7. in beavers, upon an a/c of Johan Withart, which the deft. accepted to pay the pltf. Deft. admits the debt, but requests eight days delay; says further, that he has divers unsettled accounts with the pltf. as well private, as of the partnership in the brewery and others. The Mayor and Aldermen having heard the debates of parties and examined the accounts, order the deft. to pay the abovementioned account to the pltf. within the term of eight days from date hereof; meanwhile, if deft. have any claim ag^t the pltf., he may institute his action against him in due place and season. Ady as above.

Mettie Wessels, pltf. v/s Pieter Wolferts van Couwenhoven, deft. Defts. first default.

Mettie Wessels, pltf. v/s Claes van Elslant, deft. Pltf. demands from deft. fl. 82: 19 in seawant according to his hand writing: requests payment. Deft. admits the debt, but requests delay. The Mayor and Aldermen having heard parties, order deft. to satisfy the pltf. within the time of one month. Ady as above.

Metje Wessels appearing in the Court of Mayor and Aldermen demands payment of an account against the City, amounting to the sum of fl. 381. in seawan and fl. 65 in beavers. The Mayor and Aldermen having examined the account, cannot immediately answer the same before the Treasurer has delivered over his books. Ady as above.

Jamis Davits, deft., and pltf. in reconvention v/s Barent Harmensen, pltf. The deft. according to the order of the Court dated . . . instant to produce further proof of the case between him and the pltf. exhibits a declaration made under oath by — Paemer of Fairfield before the Magistrates there, wherein said Paemer declares that Barent Harmensen is the cause that the defts. cattle were not brought, as pltf. went away without taking any leave of said Paemer etc. Pltf. says, that he waited 4 days for said Paemer to drive the cattle here, and that said Paemer was deferring from day to day, saying that he did not know, when he should start with the cattle etc. The Major and Aldermen having heard arguments of parties and examined the proofs, condemn the deft. Jamis Davits to pay to pltf. half the promised hire being 3½ gild^r per day; Amounting, for six days w^{ch} he waited, to fl. 10: 10. Ady as above.

Whereas Johannes Nevius, late Secretary of this City, is discharged at his request and released from his office, and whereas various matters have frequently occurred whereunto the old books and papers are necessary, which hitherto have remained in his possession; Therefore, we hereby order the same, to deliver to the present Secretary Nicolaes Bayard, in the presence of Cornelis Van Ruyven, all books and papers appertaining in any wise to the Secretary, that we may serve ourselves thereof, as is proper. Ady as above.

July the 25.th A^o 1665. Att a Court held at New York. Present M^r Thomas d' La val, Depty Mayor; M^r Cornelis Van Ruyven, M^r Oloff Stevens, M^r John Laurence, Aldermen; Allard Anthony, Sheriff.

Allard Anthony, Plt: v/s George Walker, Defft. The Plt: Saith by his declaration that the defendt: in april last hath Carried away and transported from this Island, his Neger Called Lewies, and doth Produce twoe testimonies, which declared that the defft. besides one Ephraim Lyele, did bringe on the s^d Neger aboard off the Barck Called the *Adventure*, whereuppon master Was Moses Darm then Lyinge in the Bay of this North River: desiringe Judgem^t of the Court, that the defft: Shal Pay all Charges, Losses & damages already Sustained or got to be Sustained, etz. The defendant answeringe denyes that he hath Carried or transported away the Plt^t Neger & profers to take his oath to it that he had not Seene the Neger before the tyme he Came in the Boat with Epraim Liele, neither that he had any hand in it, but that he at that time did goe for Passenger with the s^d Vessel, where the s^d Liele did Carry the Plt^t Neger away withal & therefore prayeth Justice and Judgem^t of this Court, & humbly desires Satisfaction & Reparation of the Iniuries, accusation or to give him Such Satisfaction as the merit of the Cause doth deserve, as alsoo for the false and Scandelous Information, what the Court in their Prudence shall thinke meete, for which if the defft: had the time he would make appeare to be preiudiced by the Plt^t unjust suite, above one hundred Pounds Sterlinge. The honnourable Court orders the Parties to give their Evidences in, to the followinge sworne Juries:—

NAMES OF THE JURIES.

James Bolline, Jacob Backer, Captⁿ haekins, Johannes the Peyster,

Will: darval, Sam: Edsal, hendrik Obe, Nicolaes meyer, Tom: hall, Simon Jans, Charles Bridge, Jurian Blank

The Juries doe allowe to the Defft. (because the Plt: Can not Sufficiently proeve his saings, by Sworne Witnesses) the Costs & Charges off the Court and noe more: unto w^{ch} the honn^{ble} Court doe give their assent & approbation—as above.

Nathaniel Britten, Plt. v/s Albert Albertsen, defend: The defend: deliveringe into the Court his answer, to the declaration of the Plt: & it beinge in dutch, the Plt: Could not understand the same, therefore the honn^{ble} Court orders, that the defendant shal deliver within Eight dayes, the translate of the same in English, & then to come to tryal this day foure Weekes,—ady as above.

William hallet, Plt. v/s Jacques Cousseau, Defft: The Def: attorny deliveringe in his answer to the declaration of the Plt: & it beinge in dutch—the Plt: Could not understand it,—it is therefore ordered, that the defendants shal deliver within 8 dayes the translate thereof in English to the Plt: & to Come to trial this day foure Weekes, ady, as above.

Jacques Cousseau, Plt. v/s Will. hallet, defft: The honn^{ble} C: orders that the parties shal bringe in their declarations & Evidences alsoo ag: next Court day beinge this day foure weekes—ady, as above.

Dirck van Cljff, pltf. v/s Timotheus Gabrie, deft. Pltf. demands from deft. the sum of fl. 143. 10. balance of an obligation payable on presentation, and whereas he, the deft. has been now frequently spoken to for payment, he requests, that deft. shall be condemned to pay the note with interest, to wit from the time the payment thereof was first demanded. Deft. admits the debt; says, further, that he never refused payment and that he told pltf. last Saturday to come for the pay. But he never came. Major and Aldermen having heard parties order deft. to pay pltf. his note with costs incurred herein. Ady, as above.

Warnaer Wessels, pltf. v/s Jacob van Couwenhoven, deft. Pltf. pursuant to obligation and previous judgment, dated 8th March 1661 demands from deft. payment of fl. 211. 3. in beaver currency, with interest thereof, or otherwise prompt execution. Deft. admits the debt; says that circumstances do not yet admit of payment; requests further delay. The Major and Aldermen having heard parties, order deft. to pay his

note within eight days' time together with the costs herein incurred on pain of execution. Ady, as above.

Warnaer Wessels, pltf. v/s Hendricx Spanjaert, deft. Defts. 1st default.

Lysbet van der Veen, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands from deft. the sum of fl. 221. beaver curr'y according to note; requests that deft. shall be condemned to pay pltf. the aforesaid sum with costs. Deft. admits the debt; says he is not yet in circumstances to pay, but promises to give something now and again in deduction of the note. Parties being heard by the Major and Aldermen they order the deft. to pay his note to the pltf. within 14 days time with costs incurred herein, on pain of execution. Ady. as above.

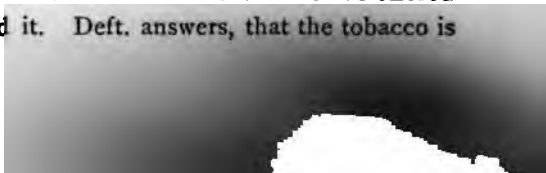
Thimotheus Gabrie, pltf. v/s Otto Gerrets, deft. Defts. first default.

Mettie Wessels, pltf. v/s Pieter Wolpherts, deft. Defts. 2^d default.

Jacob van Couwenhoven, pltf. v/s Symon Jansen Romeyn and Jacob Vis, deft. Pltf. says, that he has an a/c with Symon Jansen Romeyn as attorney of Johannes Withart and with Jacob Vis for the brewery kept in company with them, whereby he maintains some money is still coming to him, but he never can get a settlement because defts. never make up their a/cs with each other herein. He requests that defts. may be ordered to settle the a/cs between them both relating hereunto, so that he may at once obtain his own. Defts. answer, they are willing, that the a/cs be made up. Parties being heard by the Major and Aldermen they order defts. to make up and settle the a/cs which they had in partnership with each other in the brewery, and that within 8 days time. Ady, as above.

Symon Jansen Romeyn appearing in Court requests that the attachment issued by him on the monies of Jacob Wolpherts remaining in his hands may be declared valid, until the a/cs. as well of the brewery partnership as individually may be made up and settled. The Mayor and Aldermen declare the attachment valid on condition, that the money be brought in consignment to the City Hall here. Ady as above.

Stoffel van Laer, pltf. v/s Adriaen van Laer, deft. Pltf. says, that he remained bail to deft. for Claes Boot and that said Boot has now sent to pltf. a hhd of tobacco in payment of his debt and that he has offered the same to deft. who has refused it. Deft. answers, that the tobacco is



not merchantable and further that it ought to have been paid full 2 years ago and as it is now of less value, than it then was, he maintains, he is not now bound to receive it in payment. The Major and Aldermen having heard parties, refer the matter in question to Sieurs Jacob Ley-sler and Dirck van der Cljff to inspect the tobacco and to reconcile parties if possible; if not to report their conclusion to the Court. Ady, as above.

The petition of Arent Juriaensen Lantsman being read and considered making complaint, that his wife still evinces her unwillingness, contrary to the last rendered judgment of the 11th inst., to come home to him; also that his father in law, Lodowyck Pos, is entertaining her contrary to aforesaid order etc. and requesting the Worshipful Court to order and constrain the aforesaid Lodowyck Pos according to said judgment, not to entertain his wife any longer, and further to order his wife to return home to the petitioner; the Major and Aldermen order, that the matter be placed in the hands of the preceding sworn jurymen. Whereupon the aforesaid judgment dated 11th inst. together with the other papers in any appertaining to the case being considered by the jurymen, they decide that Beletie Lodowycks, wife of the aforesaid Lantsman, shall return home to her husband, and that the aforesaid Lodowyck Pos shall no longer harbour the wife of the aforesaid Lantsman without the consent of her husband or allow others to harbour her and pay the costs incurred herein. The Major and Aldermen having heard and read the said verdict delivered by the jurymen approve the same and order the same to be executed, as it shall behoove. Ady. as above.

Jacob Vis appearing in Court states, that the late Burgomasters and Schepens of this City on date 2nd March 1665 had referred him and Symon Jansen Romeyn, as attornies of Jan Withart, to Sieurs Nicolaes de Meyer and Isaacq Greveraet to examine in presence of Sieur Cousseau the case in dispute between them, being for the purchase of a parcel of impure amber (*Amber noir*), bought by said Vis and Withart in company, and if possible to decide and reconcile parties, but they could not bring it to a termination up to this time thro' lack of sufficient proof; and whereas he has now received additional proof, he requests the Worsh^l Court to be pleased to nominate and authorize some persons to hear the matter in question discussed and to examine and oversee the additional

proofs. The Major and Aldermen having heard the request, grant the same, and for this end accord the following *acte* : *Fiat quod petitur* and the Major and Aldermen hereby authorize Sieurs Johan de Peyster and Nicolaes de Meyer to hear the case in question debated and to examine the additional proofs and if possible to decide the matter and reconcile parties, if not to report their action to the Court. Ady, as above.

Ady, 15 Augs^t A^o 1665.

Whereas Symon Jansen Romeyn has stated to us, that the a/cs between him as attorney of Johan Withart and Jacob van Couwenhoven, and Jacobus Vis regarding the brewery held by them in partnership, are still unsettled, requesting that some persons may be commissioned and authorized to examine and make up the same between parties, inasmuch as they cannot agree and settle among themselves; Therefore the Deputy Mayor has hereby commissioned and appointed Sieurs Johannes de Peyster, Nicolaes Meyer and Laurens de Sille, to examine the a/cs between parties, to hear arguments, and if possible to settle them and reconcile parties; if not to report their action to the Hon^{ble} Court. Ady, as above.

Nota. The award of the arbitrators is filed in the file of declarations. This as memorandum.

August the 22nd A^o 1665. Att a Court held at New Yorke. P^tsent Capt^a Thom^s Willet, Major; Capt. Thom^s D' la Val, M^r Olof Stevens, M^r Johannes V. Brugh, M^r Cornelis V. Ruyven, M^r John Lawrence, Aldermen; M^r Allard Anthony, Sheriff.

William Hallet, Plt. v/s Jacques Cousseau, deft. The Plt: by his declaration Saith that he Rec^d a bil from the defft: of 3333 lbs. of Tobacco, 40 Bevers & 5 £ Silver w^{ch} Tobacco was to be paid with blanchets at 10 guilders p^r peece, or other goods Equivalent to it: and he having occation for some goods before the Bil was due, & M^r Cousseau being alsoo willinge to deliver him the same, Provided that the Plt: did set his hand to the deft: booke, w^{ch} he did but when the Plt: did set his hand to the deft: booke it was only on account of the Peticulars without any price. The Plt: declares furthermore that he did order the defft: to pay to Luke Watson fl. 252. for which Summe the deft. makes him

debtor without any specification of the particulars w^{ch} s^d summe the s^d Watson denyes to have Rec^d & doth yet threaten the pltf. to Sue him for it, therefore he desires this honn^{ble} Court to Consider iff the s^d Cousseau paid monney by his order, he must Proeve the Payment or free him from the debt, and doth further desire this honn^{ble} Court seriously to Consider the Premises & that he did not understand dutch nor did not knowe what he did write: al w^{ch} more Largely by his declaration may appear. Magdalena du Tellit in the behalf of hur husband M^r Jacques Cousseau answereth firstly Belonginge M^r Cousseau his Person he is in this Country esteemed a Person of Credit & honesty, & in noe manner suspect of fraudulent Dealings Contrairie to the Plt: declaration, and therefore ought the bookes of such a Marchant to have Credit. It Kan sufficiently appear that M^r Cousseau doth use in his bookes a short Stile, moreover that M^r Hallet did Receive the goods in several sorts, soo that only in gros manner the summe is set doune, without any of the particulars therein inserted or mentioned. Besides al this is of more Pouwer & without any Controverss that when M^r Hallet did set his hand to M^r Cousseaus booke, by forme of acquittance with promis to deliver the obligation Backe againe he hath Confirmed all what Conserving the Plt: in the defft^s Booke was written, and therefore, the oath of the Plt: to the Contra Can not be sufficiant in this case, But his hand & subscribinge ought to Prevaile above al other Pretended sustenues & Considerations. Belonginge that M^r Hallet sais he Could not understand duth & tzt: it is Indisputable that M^r Cousseau doth speake the English Linguo sufficiant for to Translaet M^r Hallet the Tennor of what he did subscribe Reiectinge therefore the Plt^s pretended sustenues & Considerations, & prayeth that hur good damage might be graunted, & tzt. The honn^{ble} Court did order that both Partyes shuld give in their Evidences to the followinge Sworne Jurymen & doe further order the s^d Juries to give their Verdict uppon the same. Verdict of the Juries In the case Betweene Hallet and Cousseau. That the pltf. W^m Hallet shall deliver up the defts. obligation & pay Costs. The honn^{ble} Court doe give their assent & approbation to the above standinge Verdict & doe Confirm y^e same as above. The Plt: W^m Hallet not acceptinge the Courts Judge^{mt} Appeales to the next Court of assizes to be held of New York one the 28th of September next.

James Bullaine, Joh De Peyster, Will. Dorval, Jacob Kip, Christ:

Hooghlant, Thom: Hall, Timothy Gabry, Richard Lofgrof, Isaacq Bedloo, John Damrill, Symon Jans Romⁿ, Francis Rombout, Jury.

Jacques Cousseau, Plt: v/s William Hallet, Deft: The Plt^e wiffe in absence of hur husband doth declare that the deft: did unjustly detain from hur the Plt^e obligation & prayeth therefore Judgem^t that the defft: shal be ordered to deliver Imediately back againe the obligation of the Plt: accordinge to his promis & subscrybinge in the Plt^e Booke N^o C. Fol: 100. & in Case of opposition she doth demand the Cost & Charges &tz. The defft: gives noe other answer as he by his herebefore standinge declaration hath declared, w^{ch} more Lardgely by his declaration appeare in the office of Records filed uppon the file of declarations. The Jur^t brought in y^r Verdict against the defft: viz: That the Defft: W^m Hallet shal deliver up the Plt^e obligation & to pay cost. The honnourable C^t doe give their approbation to the abovestandinge Verdict, ady as above.

Nathaniel Britten, Plt: v/s Albert Alberts, defft: The Plt: declares that he one the 3^d day of Aprill 1664 did Covenant with the s^d defft: for Certaine howse & Land &tz Scituate, lyinge & beinge in N. Utreght by w^{ch} Coven^t both Partyes where Engaged to Performe the several Conditions, in the s^d graunt specified: And Whereas the defft. doth not performe the Covenant, not being able to make good his Title to part of the Lond, to the Plt: great damage more then one hundred pounds Sterlings. The pltf. therefore prayeth that the defft: may make good his Covenant & that he may enjoy it wholly, or have his money & damage made good & the bargain void. The defend^t in answer to the Plt: declarat^{on} doth declare, that he Conveyed the above s^d Land to the Plt: with such domineinge servetutes & priveleges, as the same by the defft. was possessed, accordinge to the groundbriefe to w^{ch} the same is referred: But in Case that the English (within the time of Payment, w^{ch} was to be in foure Several termes) might take away & propriate the Land to themselves that then the Bargain should be void, al w^{ch} more Lardgely is expressed & may appear by the s^d Bargain by w^{ch} it Clearly doth appeare the The afores^d Bargain doth speake of a General takinge away of the Land in question, & in noe manner directly or Indirectly, to form part of the same. Which Land meddouwes &tz: the s^d Albert Alberts hath delivered to the Plt: accordinge to the Conditions in the Bargain specified:

since w^{ch} time the Inhabitants of Gravesand upon the Last general meetinge at heemstead, did move question agst the Inhabitants of N. Utreght for Certaine Strooke of meddowe by the late Gover^r & Councel graunted to N. Utreght w^{ch} they Pretended to be theirs & is by the s^d meetinge allowed to Gravesand: It is Notoir and evident that the Losse of the s^d meddowe the Inhabitants of N. Utreght in general is Concerninge, and that the same not is applyable to the Late Possess^r albert alberts in p'ticular. And Whereas the Plt: besides the other Inhabitants of N. Utreght was possess^d of the s^d meddowe, therefore the Plt: must beare the Losse of the same Equally with the general Inhabitants of New Utreght. The Plt: doth alsoo abusively declare the Pretended damage of 100 pounds Starling whereof he doth not proeve the Least iot therefore is the same by the defft. Rejected. There is noe Reason that for a small defect as this is, the s^d agreem^t should be void moreover the Plt: hath taken Possession of the s^d meddouwe &c Longe before the Losse of the same is fallen, & therefore must Conforme himselfe with the Inhabitants of N. Utreght as aforesaid. The Defendant therefore Concludes that the Plt: shal make good one his Part the Conditions of the s^d bargain & that his impertinent suit, by yo^r honn^t shal be non-suited Cum Expencis &c. The honn^{ble} Court doe order that Both parties shal give in their Evidences to the beforestandinge Sworne Jurymen, & doe further order the s^d Juries to give in their Verdict upon the same. Verdict of the Juries:—The Juries doe find for the defft: & Plt: to stand to their Bargaine, only in Consideration that the meddowe is taken away, by order of the General-Court of the Island & not by the English, and that both parties had treated, about puttinge of the differance to arbitration, wee doe allowe the Plt: to abate upon his Last Payment the summe of five hundred gildors Wampum. And each partie to bare his owne Charges & Pay the Cost of the Court. The honn^{ble} Court doe give their approbation to the abovestandinge Verdict, and doe affirme the same; ady, as above.

Jacob van Couwenhoven, pltf. v/s Jan Evertsen Bout, deft. Pltf. demands according to a/c and obligation the sum of fl. 130. 3. 12. Hollands and fl. 97. 17 in this country currency and requests that the deft. shall be ordered to pay the same to the pltf. forthwith with the interest accrued thereon. Deft. admits the debt, but says, he has some offset

a/cs., which being first deducted he offers to pay the same on the first opportunity. The W. Mayor and Aldermen having heard parties refer them to Sieurs C. Steenwyck, Johannes de Peyster and Isaack Greveraet, who are hereby appointed to examine the a/cs to be produced by parties, to hear arguments and if possible to bring about a reconciliation and settlement; if not to report their action to the Court. Ady, as above.

Jacob Vis, pltf. v/s Lodowyck Pos, deft. Defts. 2nd default.

Thimotheus Gabrie, pltf. v/s Otto Gerrits, deft. Defts. 2^d default.

Jan Teunissen of N. Haarlem, pltf. v/s Resolveert Waldron, Constable there, deft. Pltf. says, that deft. accused him with being a thief. He demands reparation of character. Deft. says, that there was recently stolen in their village a quilt from the house of one Jan the soldier, whereupon the deft., as Constable, searched all the houses and could not find it; finally he assembled all the townsfolk together in the square and told them that a quilt was stolen, and as no stranger had been in the village, some of the inhabitants must be guilty. Whereupon he was informed by Pierre Croyson, that Jan Teunissen, the pltf. herein, had told him one day before Jan the soldiers quilt was missed, that said Jan had only an empty chest in the house etc. Whereupon deft. had some suspicion of the pltf., as he caused Johan Verveelen's negro, last winter, to bring about a schepel of corn in his own sack to his house from said Verveelen's barn, in which said Verveelen caught him and obliged him to bring the same back in disgrace to the house; all more fully appearing by the declarations existing thereof—He therefore asked him, how he knew that there was nothing at all in Jan the soldier's chest? Being thereupon insolently answered by said Jan Teunissen, he said he might as well have been guilty of stealing this quilt, as of Sieur Verveelen's corn, etc. He demands that pltf. shall indemnify him, deft., for lost time and pay costs herein incurred. The Mayor and Aldermen having heard parties order pltf. to pay defts. lost time, and the costs incurred herein; and if any further complaints of his improper behaviour shall come before the Court, he shall be punished as the merits of the case shall deserve, as an example to such others. Ady, as above.

Abel Hardenbroeck, pltf. v/s Denys Isaacksen, deft. Pltf. says, that deft. meeting him yesterday on the Bouwery Road, drew a knife and said—Draw, van Leer, or I shall stab and cut you, etc. Proceeding

against pltf. with very threatening and abusive words, so that the pltf. was obliged to save his life in the house of Cosyn Gerretsen * as the deft. pressed hard upon him. Deft. says, that pltf. challenged him yesterday morning in the house of Lucas Dircks, the tapster, to fight in the neighbourhood of the Fresh Water, and as he did not find the pltf. there at the appointed time he went further towards the bowery, where he found him on the road and asked him, Is this the appointed place etc? Admits further having drawn a knife and to have said—Draw also van Leer. Pltf. denies having challenged the deft. and demands, that he shall prove it, as there were many people at Luycas Dircks at that time, who without doubt have heard him. Deft. answering says, that the pltf. whispered it to him, so that none of the bystanders could hear him. Tomas Lodowyck entering declares, that as he was proceeding with Abel Hardenbroeck and some women folk towards the Bouwery, he saw the deft. Denys Isaackzen draw the knife on pltf., whom he pursued with many abusive and threatening words. The Mayor and Aldermen having heard parties, refer the decision to the Court of Assizes and order deft. meanwhile to enter sufficient bail in the sum of fl. 500 Hollands, that he shall comport himself towards the pltf. in such wise as an honest and decent man ought to do. Ady as above.

Mette Wessels, pltf. v/s Serg^t Exton, deft. Pltf. demands from deft. the sum of fl. 30. 18. in zeawant for as much, as he spent at her house, according to a/c. M^r Rider appearing requests copy of the demand to answer thereunto at the next Court day. The request is granted, provided he shall hand in his answer on next Court day. Ady, as above.

Mattheus de Vos, substitute of Thomas Hal, attorney for Christoffel Davits, pltf. v/s Geertie Hoppens, deft. Pltf. requests by petition, that whereas the deft. has remained to the present time in default of making (according to the order of the W. Court of — June last) any effort to bring the witnesses here, who, as she then stated, were at Fort Orange, demands that the suit may proceed according to order. Deft.'s attorney,

* Cosyn Gerritsen's farm was near the present Astor Place, having a frontage of 16 rods on the Bowery and running thence West 100 rods "to a way that is by a certain swamp" (Hoffman, E. S. 2, 193), that is the old Greenwich Lane, thus crossing Broadway to Waverley Place betw. 5th and 6th Avenues. The scene of the above told encounter therefore was on 4th Ave. and Astor Place.—O'C.

M^r Rider, requests, that the pltfs. demand as aforesaid may be furnished him, as to this time no copy thereof has been handed him: offering then to answer by the next Court day. Pltf. says, that he furnished the deft. long before this with copy thereof. The Mayor and Aldermen order parties to deliver in their papers in due season to the Secretary and the deft. was in like manner ordered to deliver in his answer 3 or 4 days before the Court, so that the pltf. may then make use of it. Ady as above.

Symon Jansen Romeyn, pltf. v/s Jacob van Couwenhoven, deft. Pltf. in his capacity of curator of the residuary estate of Salomon La Chair, demands from deft. the sum of fl. 552. in beavers, according to obligation. Deft. acknowledges to have signed the obligation, but for various reasons and motives which then prompted him, though he then did not owe any thing: he says also that he has divers a/cs in offset amounting to more than the obligation. The W. Mayor and Aldermen having heard parties refer them to Sieurs Johannes de Peister, Nicolaes de Meyer, and Laurens de Sille, who are hereby appointed and commissioned to examine the a/cs and obligation delivered over to them by parties to hear the case debated and if possible to reconcile parties, if not to report their action to the W Court. Ady, as above.

Whereas commonly each Court day some of the Board of Mayor and Aldermannen, as well as of the appointed jurymen, remain behind long after the appointed time of the sitting of the Court, so that long delay occurs before the W. Court can commence, It is therefore decreed and ordered by the Mayor and Aldermen, that every one, whether of the Court or jury, having previous notice hereof, who shall not be present half an hour after ringing of the bell, shall be fined a sum of 3 guilders, unless he be prevented by sickness or other necessary circumstances. Ady as above.

Jan Bos, pltf. v/s Frerick Hendricks, cooper, deft. Pltf. demands from deft. the sum of fl. 10. in zeawant. Deft. admits the debt and promises to pay. The W: Court order the deft. to pay the pltf. the aforesaid sum with costs. Ady, as above.

Allard Anthony, pltf. v/s Catrina Bradis, deft. Defts. 1st default.

Egbert Meyndertsen, pltf. v/s Cryn Jacobsen, deft. Pltf. demands from deft. the sum of fl. 23. 10. according to previous judgment dated 4

July last, with costs. Deft. admits the debt and complains, that he cannot get any money from Burghers for his labour. The W. Mayor and Aldermen having heard parties condemn the deft. to pay to the pltf. forthwith the aforesaid sum with costs hereinbefore incurred thereon. As to the costs incurred now, it is ordered, that the pltf. shall pay them, inasmuch as he has overcome his party at law and obtained judgment; and therefore it would now be unjust to draw him again into law. Ady as above.

Allard Anthony, Sheriff, pltf. v/s Claes Andries, deft. Pltf. says, that deft. was out racing with a boat on the 13th inst. being Sunday contrary to the Placard of 20 June 1665 and concludes, that deft. shall be condemned to pay the sum of 25 guilders with costs. Tomas Francen, defts. att'y., says, he was with his boat to the *Waele bogt*, and went thence to church at the *Vlacke bos* (Flatbush). Deft. is ordered to prove, that he was to church at the *Vlacke bos*. Ady, as above.

Allard Anthony, Sheriff, pltf. v/s Thomas Lodowycx, deft. Pltf. says, that deft. was out playing on the 13th inst being Sunday, contrary to the Placard and concludes that deft. shall be condemned in a fine of 25 guilders with costs. Deft. admits the charge, but says he was not aware of any ordinance to the contrary. He requests to be excused for this time. The deft. is for this time excused by the W. Court. Ady, as above.

Tomas Lodowycx, boatman, appears in Court stating, that when he went last to the South River he took an anker of brandy on freight from Capt. Backer to deliver it to Pieter de Rangiere in the South River, to whom he delivered it and in an hour or two afterwards received it from said Pieter, to be sent back as, according to his statement, 'twas half water. He was thus obliged to bring the same back here, which he did and brought it back to said Backer, who refused to receive it, as he said, it was good brandy, which he himself brought on board. He requests therefore that the Court would order what he should do with it, inasmuch as he and all his crew will make oath, that the same was not adulterated by them and all his crew say they did not prove it etc. The Major and Aldermen order the comparant to deposit the anker with Sheriff Allard Anthony and to give security to answer at all times the demand, which may be made or entered against him relating to the same.

The petition of Arian Cornelissen, husbandman, being read and considered requesting, that he may be allowed some abatement of excise, as he is daily asked by those passing by, for a drink of beer and he can scarcely accommodate them, as he has heretofore found by experience, that if he pay the whole tapsters' excise, no profit but loss will be realized by the spilling of the beer in carting, loss of time etc. Petitioner is allowed to lay in half a barrel of beer, weekly, for the convenience of travellers; the Collector Thimotheus Gabrie is therefore ordered to give the petitioner a permit for half a barrel of strong beer a week, without exacting the established tappers excise thereon. Ady as above.

On date hereof it is ordered, that six Burghers do every night keep watch within this City. Ady as above.

August the 22th.

Jeremy Wetheral, Plt. v/s Will: Carver, defft. The Plt: declares that the defft: doth owe him for one month & 8 dayes wages 250 lb. tobacco & 50 lb. more for some worke done in Virginia & that the defft: when he demanded his monny, abused him both by Words & Blowes &c. as more Lardgely by this Plt: declaration may appeare. The defft: attorny, M^r John Rider answeringe saith that the defft: gave the Plt: Charge of his Vessel hither & that he was not oblidged to pay him any wages, til his Returne to Virginia & further saith that when Plt: Came to him to demand Wages he did bid him begon aboard & follow his Buissenis, which he Refused to doe, to the defft: great damage. The Plt: Replyinge saith, that the defft: was as wel bound to Pay him here as his other seamen, w^{ch} he hath paid here &c. The Defft: duplyinge saith that the Plt: shal proeve by the hand of the defft: or sufficient witnesses, or otherwise that the defft: was bound to pay him here at N. Yorck. By the honn^{ble} Court heard the debatts of Both sydes, doe allowe to the Pltfft: the 250 lb. tobacco, Concerninge the other 50 lb. the same is Rejected, til the Plt: with more Clearer Evidences, doth make appear the Justfulness of the debt, as above.

Will. Carver, Plt. v/s Jeremy Wetheral, defft: The Plt: declares that he shipped the defft. from Virgn^a to N. Yorke & that he did intrust the defft: with managem^t of his Vessel & entered him in the Custome howse master thereof. Now soe it is that the defft. left the Plts. Vessel,

and the Plt: Could not heare of him for two or three dayes, at Last he Came & demanded his Wages, & the Plt: tould he knewe none that was due to the defft: til he Came to Virgn^a & there he would pay him. But the defft: refused to goe aboard & Neglected the Plt^a buisnesses; soo that he was forced to make his Compl^t to the Major, whoe graunted the Plt: a Warrant to Command the defft: aboard, but the defft: hearinge thereof, hide himselfe, soo that the warrant Could not be Executed, & the Pltff: was forced, to set saile without him, to his great damage: the Pltff: therefore prayeth that the Plt^a Servant, now defft: may be secured or Put in good security to Pay such damage, as the Plt: shal make appeare he hath sustained thereby, both here & in his Voyage &c. The Defft: doth denye that he was bound to Serve the Plt. any Longer, as to N. Yorck & gives further noe other answer, as by his declaration may appear, in the office of Records uppon the file of declarations. By the honn^{ble} Court heard the Debatts of both sydes, doe allowe to the defft: the Cost and damages of the Court,—ady as above.

Septemb^r 19th 1665. At a Court held at N. York. Present Capt^a Thomas Willet, Major; Capt^a Tho: d' Laval, M^r Johannes van Brugh, M^r Corn^t Van Ruyven, M^r John Lawrence, M^r Oloff Stevensen, Aldermen; M^r Allard Anthony, Sheriff.

An account for guaging performed in the City's service by Warnar Wessels on the 22^d April last, amounting to the sum of fl. 50. 12. in zewant and 25 gl. expended drink being read and considered, on question the sum of 30 gl. in zeawan is granted him for the performed guaging together with the expended drink. Ady as above.

Capt James Bollyn, pltf. v/s Dirck Storm, deft. Defts. 1st default.

Warnar Wessels, pltf. v/s Thos Carver, deft. Defts. 1st default. Pltf. entering his suit is ordered to summon the deft. anew.

Sheriff Allard Anthony, pltf. v/s Jan Archer, deft. Defts. 1st default. Pltf. entering his demand is ordered to summon deft. by the next Court day.

Vincent Martyn, pltf. v/s Lubbert Gerritsen, deft. Defts. 1st default. Pltf. complaining, that deft. had struck him, is ordered to summon the deft. against the next Court day.

Marten Hoffman, pltf. v/s Jan Hendricx van Gunst, deft. Pltf.

says, that he hired his boat to the deft. on the express condition, under defts. hand, that he should return the same to the pltf. uninjured, which was not observed by the deft., who returned it to the pltf. much damaged. Deft. admits having made such an agreement with the pltf., but says that the rigging etc belonging to the boat was rotten and worn. The Mayor and Aldermen having heard parties, decree that deft. shall repair in a proper manner pltf.'s boat, and Jonas Bartelsen with Barent Jacobsen Cool are hereby commissioned and authorized to inspect the boat and to see what damage it suffered during the time the deft. had it hired, and if possible to reconcile parties; if not to report their proceedings by the next Court day to the Bench and estimate the costs herein incurred to this day, Ady. as above.


Tomas Exton, pltf. v/s John Pinchron, deft. The pltf. demands of the deft. the sum of fl. 95. in Wampum. The deft. acknowledges the debt, but sais that is due him from the pltf. 85 white bisketes, which the pltf. had of him. The pltf. and deft. are agreed before the Court, that the deft. shal pay him the sume of fl. 48. gild: in Wampum. Provided that the deft. shal put in Security for the Paim^t thereof and to pay Costs. Ady, as above.

Jacobus Vis, pltf. v/s Lodowyck Pos, deft. Defts. 3^d default. Pltf. demands of the deft. the sum of fl. 53. according to a/c with costs. The Mayor and Aldermen having heard the pltf's demand and examined the produced a/c, condemn the deft. to pay the pltf. the aforesaid sum within 14 days, with costs. Ady as above.

Robbert Watson, pltf. v/s William Schotsman, deft. Defts. 1st default. Pltf. entering his demand, the Sheriff is ordered to summon the deft. by the next Court day, and to take sufficient bail for his appearance. Ady, as above.

Jan Bos, pltf. v/s Juriaen, the cooper, deft. Defts. 1st default.

Timotheus Gabrie, pltf. v/s Otto Gerrits, deft. Defts. 3^d default. Pltf. demands from deft. the sum of fl. 190. 2. according to a/c. Deft.'s guardians, to wit Hendrick Obe and Bartel Man appearing request, that pltf's summons be declared null and void, as the deft. is a minor and under their guardianship, and if he had any claim against deft., he should have spoken to his guardians etc. **Pltf. says, the debt is partly incurred by the deft. in person; he therefore did not speak to any other person,**



but him. The aforementioned guardians answer, that the debt is truly incurred in part by deft., but that he was then under their care; but that the principal debt was incurred by the defts. deceased father Gerret Hendricks. They propose, that the pltf. shall come in concurrently with the other creditors. The Major and Aldermen having heard the pltf. and defts. guardians, order pltf., if he have any claim against the deft., to speak to his guardians about it, as deft. is under age and is still under the tutelage of guardians. Ady as above.

Capt Backer, pltf. v/s Thomas Lodowycx, deft. Pltf. says, he delivered to deft. an anker of pure brandy on freight to the South River and that the deft. brought the same back on his return as Pieter de Rangiere, to whom the same was consigned, would not receive it, inasmuch as it was half water. The deft. says and declares, that he delivered the anker unchanged to Pieter Rangiere and will swear, that he did not know, what was then therein. He produces also a sworn declaration from all his crew, that they did not taste, much less adulterated it. Pltfs. servant and maid appearing offer to declare on oath, that the brandy was pure, when delivered to deft. Parties being heard by the Major and Aldermen, they order that deft. shall take the anker of brandy, on condition of paying Capt. Backer for it, four beavers and costs. Done and dated as above.

The petition of M^r Evert Pietersen, Schoolmaster and Precentor of this City, being read and considered, requesting, that he may have some proper fixed *Salarium*, as he was heretofore paid his wages by the Hon^{ble} Company and has been continued in his employment from that time to the present. Is apostilled as followeth:—Whereas order shall be shortly made relative to the salary of the Ministers of this City, under which the Precentorship also comes, proper order shall then be made herein likewise. Ady, as above.

William Sincker, pltff. against Pieter Winster, defft. The Plt: demands of the deft. Several goods which he left into his Custodie accordinge to the defft: his hand and Receipt. The defft: saith that the Plt: uppon his departure to delowar gave him order to dispose of them, & send him from for the same to delowar which he hath done & sent accordinge to his Order a dobbel ank^r with rom to Tho: Rust at delawar, whoe doth alsoo aknowledge to have Received it as by his Letter doth appeare,


further profering in Case the Plt: wil restitute to him a dobbel ank^r of Rom, that he will deliver to him backe againe al his goods &c. The Plt: Denyes that he gave Order to dispose of them. The defft: answeringe saith, if the Plt: will declare uppon his oath, that he gave him noe order he will deliver his goods back againe. The Plt: Saith he gave him noe Order to buy Rom at such an Extraordinary Rate. It is ordered that the Plt: shall Restitute to the defft. a dobbel ancker of Rom, which beinge done that the Defft: shal Redeliver to the Plt: all his goods accordinge to Receipt & that both parties shal beare the Costs of the Court Equally. Ady as above.

Nicolaes Bayard, Secretary, pltf. v/s Grietje Pieters, deft. Pltf. demands from deft. the sum of fl. 10: 4. for fees in the suit between her and Josyn Verhaegen according to a/c rendered: inasmuch as said Grietie Pieters was on the — last condemned by the W. Mayor and Aldermen in the costs. Deft. denies owing any thing, as she was then accused of being a thief by Josyn Verhagen, which he could not then prove. The Mayor and Aldermen having heard parties order deft. to pay the afore-said sum to pltf. with costs. Ady, as above.

October the 3rd 1665. At a Court held at N. Yorck. Present Capt Tho: Willet, Mayor; Capt Tho d' La Val, M^r Olof Stevensen, M^r Johannes van Brugh, M^r John Laurence, Aldermen; M^r Allard Anthony, Sherif.

Whereas complaint has been made to us on the part of Wolphert Webber, that he has suffered much damage in his garden through the cattle of Severyn Lourensen, with request that some persons may be appointed to inspect the same and estimate the damage, therefore the Major and Aldermen of the City of New Yorck this day appoint and authorize M^r Thomas Hal, Dirck Siecken and Arien Cornelissen to inspect the aforesaid garden, to estimate the pretended damage and to determine, how the same occurred, whether by imperfect fencing or otherwise, and if possible to reconcile parties; if not, to report their finding to the W. Court. Ady as above.

Robbert Gerret, pltf. v/s Laurence Lane and W^m Smith, defts. The Plt. declares by his declaration that he had tooke aboard of his vessel divers goods at New London of the defft^s w^{ch} goods the Plt: was obliged to



deliver at Barbados accordinge to bil of Loadinge, but Contrary hereunto the deffts. being his Passengers, demanded of him to have their goods delivered ashore in this Port of New Yorke, with threatninge & abusinge of him, because he would not breake Bulke, the s^d W^m Smith did strike him with his foote, & the s^d Lawrence tould him if he would not breake bulke he would strike him over the face, and haule his vessel ashore & burn hur, Soo that he declared to be afraid of his Life, and saith further that his Company declare that if, those passengers proceede one their Voyage, they wil leave the Vessel & goe noe further, soo that the voyage would be frustrated, & the master disenabled to deliver other goods at the Barbados, wth he hath taken one freight therefore he doth Protest against the deffts, for al damages, Costs & Intrest by their meanes sustained. The defft. Lawrence Lane appearinge in Court Sais that he at his first Comminge here in Towne, had spent a Little monny & haveinge noe other occasion for the Paim^t thereof, he desired the Plt: to unloade a barrel of flower or any other of his goods for the Paiment of his debt. But doth deny that he did threaten or abuse him in any manner. Herry Potephar & herry fletcher appearinge in the Court declared that they did see that the defft: W^m Smith did Strike the Plt: With his foote & said you Pittiful Rogue I never disgraced myselfe afore I came in yo^r Company &c. By the honn^{ble} M^r Mayor and aldermen heard the debates of Both sides & the Testimonies of henry Potephar & henry fletcher, they see noe Reason to Compel the Plt. for to take their deffts. Persons aboard, & therefore doe order that the s^d defft. shall Consigne their unloaded goods to any of their friends or agents at Barbados whome they Pleas or otherwise to have them unloaded here at this Port, Provided that they satisfy the Plt: for the freight thereof & every Partie to Pay his owne Costs & Charges. Ady as above.

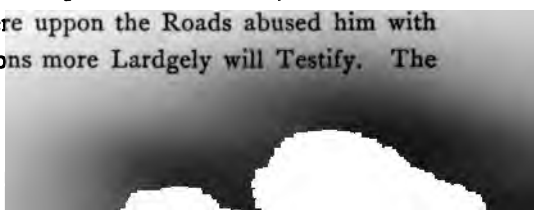
Jan Montagne, Moenes Pietersen and N. Verneltje, pltfs. v/s Daniel Terneur, deft. Pltfs. communicate in form of complaint, that a dispute arose a while ago between them and the deft. (all inhabitants of N: Haerlem) on account of deft's dog having bitten one of the pltf's Montagne's pigs; concerning which the deft. summoned them before the Constable and Commissaries of N. Haerlem, who condemned the pltf's severally on the 28th Septemb^r last in a fine of one pound Flemish for the benefit of the Poor. Deft. delivers in copy of aforesaid judgment and maintains

that the same was justly pronounced and delivered. He requests therefore that the same be approved of. The Mayor and Aldermen having heard parties' verbal debates, and the produced judgment being examined they approve and ratify the same, and for reason condemn each in his costs. Ady, as above.

Resolveert Waldron, Constable at N. Haerlem, pltf. v/s Moenes Pietersen, deft. Pltf. says, that deft. has been condemned by the Court of Haerlem in a fine of one hundred guilders for and because he had sorely beaten the herdsman of said village, named Jacques, according to the declaration thereon being, but in place of satisfying said judgment he threatened to treat the Constable in a like manner; requesting approval of said judgment, etc. Deft. denies, that he beat the abovenamed Jacques the herdsman or threatened the Constable etc. Jacques the herdsman appearing in person declares, that the deft. struck him, because he had driven the defts. oxen with the young cattle of the whole village away from the milk cows; proving the same by a declaration made to this effect by Joost Oplines (Oblinus). The Mayor and Aldermen having heard parties, condemn the deft. first in the fl. 100. according to the previously rendered judgment approving the same, and further, to be imprisoned until he give security for his (good behaviour) and to demean himself as becomes an honest inhabitant. Ady as above.

Vincent Martyn, pltf. v/s Lubbert Gerritsen, deft. Pltf. complains, that the deft. so beat him awhile ago with a cartrung, that he could not walk for some time. Deft. denies that he beat the pltf. and demands that he shall prove it. Pltf. produces a declaration of Geertruyt Barents; and Daniel Terneur also appearing, declare that they heard Lubbert Gerretsens daughter say, When my father struck Vincent, then Vincent thanked my father. The Mayor and Aldermen having heard the verbal debates of parties, have pardoned the deft. for this time and warned him, if hereafter any complaint be brought against him, that he should be condemned as he deserved; and each to pay half the costs of suit. Ady, as above.

Fop Walton, Plt. v/s James Singleton, defft. The Plt: declares that the defft: uppon yesterday, in Comp^t: of M^r: Tideman, M^r: Smith & others being aboard of a Vessel here uppon the Roads abused him with Several foule words, as the s^d Persons more Lardgely will Testify. The



defft: answeringe denied that he gave any bad Language to the plt: before the plt: did strike him, desires what the s^d Persons shal declare that they shal verify the same with their oaths. M^r Tideman & M^r Smith appearinge Testified & declared, uppon oath, that after they had drunke together one bottle with wine, one out of the Comp^a Called for a Cole a fire, the defft: answeringe said there was noe fire, and said further, for all the gentlemen that are Aboard I Will doe What I Can, but not for that Shitten Scabbed & dorthy Jeaknape & fellow, meaning thereby the plt: & did soo provoke the Plt: with many other bad Languages before the plt. did Strike him. The Sheriff declares to the Court, that whereas the major had ordered him uppon Yesterday to apprehend the defft: he Refused to goe into prison, Sainge Kill me first & Carry me then in that hole etz. Soo that he was forced, to bringe the defft: with the Guardes to prison. By the major & aldermⁿ heard the debatts of both Sides, doe Condemne the Plt: in a forfeiture of ten Shillings because he did First Strike the defft: & the defft: because he abused & Provoked the Plt: to the same, as alsoo for the Contempt of the authority, in not obeinge their order in goinge to Prison &c. they doe fine him in the summe of fiteene Shill: besides the Costs of the Court & his Imprisonment: ady as above.

Evert Duyckinge, Hendrick Willemsen, baker, and Thomas Hal, firewardens of this City, are hereby authorized and charged from now henceforth to inspect as often as they shall think proper all chimnies and fireplaces within this City, to fine those, whose are foul in the penalty imposed thereon and to remove those of wood or other improper ones; and all that according to Placard heretofore enacted on that subject. Ady as above.

On this date, the above order is sent to the Firewardens houses.

October the 10th A^o 1665. Att a Court held att New Yorke. Present Capt Tho: Willet, Major; M^r Oloff Stevensen, M^r John V. Brugh, M^r John Laurence, Aldermen; M^r Allard Anthony, Sheriff.

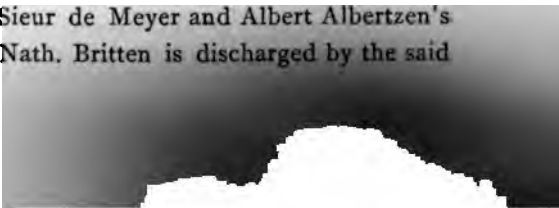
James Bolleyn, pltf. v/s Dirck Storm, deft. Pltf. demands from deft. the sum of fl. 170. zewant, being for an anker of brandy sold deft. Deft. admits the debt, but says that Pieter Wolpherts had guaranteed it and promised him, deft., to be responsible for it. The Mayor and Alder-

men having heard parties, condemn the deft. to satisfy and pay the pltf. within 14 days, with costs. Ady, as above.

Eghbert Meyndertsen, pltf. v/s Jacob Vis, deft. Pltf. demands from deft. the sum of fl. 319: 6. in zeawan balance of all a/cs according to award of the arbitrators, to wit Paulus Leendersen and Will: Bogardus, authorized thereto by the Mayor on 23. 7^{ber} last past. Deft. promises to pay the debt on condition, that pltf. shall declare on oath, that the goods delivered to him by the deft. are credited in the last a/c. Pltf. replying says, he is ready to do so; and took the oath at the hands of the Mayor. The Mayor and Aldermen having heard parties and seen the award of the arbitrators condemn the deft. to satisfy the pltf. within 14 days; with costs incurred herein. Ady as above.

Allard Anthony, arrestant and pltf. v/s John Archer, arrested and deft. Pltf demands from deft. as bail for Rich^d Pantom, 20 ^{lbs} of butter according to obligation and further (as he on 22^d 7^{ber} of this last year has broken his arrest) that deft. shall be condemned in a fine of 60 gl. according to placard. Deft. admits, he was bail for said 20 ^{lbs} of butter offering to pay the same; also that he was arrested on aforesaid date but as Pantom then told him, that the debt was paid and the matter not being of any importance, he then departed. The Mayor and Aldermen having heard parties condemn the deft. to pay the pltf. the aforesaid 20 ^{lbs} of butter, and in addition a fine of fl. 10. gl. zeawant for having broken his arrest; besides costs. Ady as above.

Nicolaes Meyer appearing in Court requests to know, how he shall act toward Nathaniel Britten regarding the judgment, which he obtained on 27th June last before this Court against said Britten, inasmuch as said Britten was relieved from the purchase of the land in question by the last General Court held here at N. Yorck; as the debt, being fl. 1400 in good merchantable zewant, was accepted by Nath: Britten, according to obligation, to be paid for Albert Albertsen for the said land purchased of Albert Albertsen by Nath^l Britten—whether he should apply to the principal debtor Albert Albertzen. Whereupon Albert Albertz being called the same is stated to him and he replies, that he claims Nathaniel Britten to be indebted so much to him on a balance of a/cs. The Mayor and Aldermen having heard the request of *Sieur de Meyer and Albert Albertzen's* answer, decide that, inasmuch as Nath. Britten is discharged by the said



Court from the purchase of the land, the aforesaid debt does not concern Nathaniel Britten ; they therefore condemn Albert Albertsen to pay Nicholaes de Meyer the pltf. the aforesaid sum with the costs incurred herein. Ady as above.

Hendrick Willemsen, baker, appearing in Court complains, that he daily experiences great damage and inconvenience through the refuse water of his neighbour Anna Smits, which she throws over his ground and in his cellar,* notwithstanding that the persons authorized by the W: Court at divers times to inspect the same ordered her, that she must change her drain, which at last she promised Coenraet ten Eyck, Pieter Couwenhoven and Francois Boon about the month of June last to do, according to the award and declaration of the aforesaid persons, delivered by him into Court; he requests the W: Court may constrain the said Anna Smits. The W. Major and Aldermen having read the request and award of the aforesaid persons, order and charge the aforesaid Anna Smits strictly to observe and obey the same and to change her sewer, so that no further complaint may any more be made to the Court on the subject. Ady, as above.

Foppe Robberts, pltf. v/s Anna Cocx, deft. Deft's second default.

Reynier Rycken, pltf. v/s Kier Wolersen, deft. Defts. first default.

Jan Bos, pltf. v/s Jurriaen the cooper, deft. Both in default.

Warnaer Wessels, pltf. v/s Tho^d Carvet, deft. Defts. 2^d default. Pltf. demands from deft. the sum of fl. 10 silver, for pork delivered. Ordered to summon the pltf. for the next Court day.

Resolveert Waldron, pltf. v/s Johannes Verveelen, deft. Both in default.

Jacobus Vis, pltf. v/s Isaacq. Bedloo, deft. Pltf. demands from deft. as attorney of Johannes Vermeulen a/c and reliqua of the partnership entered into by them together with Skipper Jacob or that deft. shall deliver over to him the books and papers remaining with him regarding the matter, so that the same may be copied by him. Deft. answering says, that copy of the a/c was already delivered by the late Secretary Nevius and maintains, he is not bound to render him any further a/c. Pltf. denies having ever had any a/c, but says that copy of

* He lived on Bridge Str. and Anna Smits, the wife of Hendrick Jansen, the Smith, North of him on Stone Str.

the a/c was heretofore delivered to Skipper Jacob by order of the Court. Persists therefore in his entered demand. The Mayor and Aldermen having heard parties, order before rendering judgment, that the late Secretary Joh: Nevius be summoned by the next Court day, to make further examination of the matter. Ady as above.

Jacobus Vis, pltf. v/s Samuel Edsal, deft. Defts. first default.

Anna Smits, pltf. v/s Arent Juriaens Lantsman, deft. Defts. first default.

Dirck Storms, pltf. v/s Pieter van Couwenhoven, deft. Defts. 2nd default. Pltf. demands from deft. according to a/c the sum of fl. 1105 in zewant, with costs. Ordered to summon the deft. to appear on the next Court day, on pain of judgment.

Marretie Pietersen, pltf. v/s Juriaen the cooper, deft. Defts. first default.

Thomas Hall, agent of M^r Will. Carver, Plt. v/s Jeremy Wederal, defft: The Pltf: declares that he Paid to the defft. 100 Tobacco more, as by the last Sentente in date 22th of august was ordered which the defft. Refuseth to Restitute to him againe. The defft. answeringe Saith that he had paid his owne Charges, which beinge debated from the afores^d 100 lb. tobacco, he proffers to Restitute the Remainder. The Plt: Replyinge Saith that by the last Sentence nothing was ordered about the Charges, Concludes therefore that each partie must beare his owne Charges. By the honn^{ble} Court, heard the debats of both parties: doe order that Thomas hall, beinge attorny of M^r Carver shal paye the Charges of the Last Sentence, which beinge done, they Condemn the defft. to Restitute the afores^d 100 lb. tobacco to the Pltfft. as above.

Claes van Elslant and Pieter Schaafbanck, Serg^t, appearing in Court represent, that they were employed on all occurring occasions by the General, Capt. La Val, M^r Van Ruyven and other officers without receiving any pay therefor; request that some allowance may be made them, as it is impossible for them to support themselves with what is already allowed. The Mayor and Aldermen resolve, that the Mayor should consult about it with the General, Capt la Val and M^r Van Ruyven.

Octob^r the 17th 1665. At a Court Present Captⁿ Thomas Willet, Major; Captⁿ Tho: d'La Val, Mr Olof Stevens, Mr Johnnes Van brugh, Mr Corn V: Ruyven, Mr John Lawrence, Aldermⁿ

The honn^{ble} Major Propounded to the Court that Right the honn^{ble} Govern^r Richard Nicols had acquainted him withal, that he was intended to Proceed with the inquarteringe of his Souldiers in Burger's hous^e to the Number of 80 heads, desieringe therefore the judgem^t of the Court, which they think the Convenients & best way for the same.

The honn^{ble} Court doe Judge best to Call about 40 of the Inhabitants together, of them, w^{ch} have bene Willinge to quarter the Souldiers by the time of the Borgemasters, & to see or they Could dispose them to the inquarteringe Voluntarily:—Whereas by the articles of surrenderinge of this Toun, it was agreed that the Inhabitants should not be forced with the inquartering of the Souldiers.

Timotheus Gabrie being sent for to Court, he is asked for a/c of the Burghers excise on wine and beer and cattle slaughtered in this City. Which being examined, 'tis found that the City remains indebted to him, at this date in the sum of fl. 530. besides his commission.

Anna Cocx appearing in Court, requests payment of certain account due her for lodgings etc. of some soldiers, which being examined, tis decided to pay the same from the tapsters excise. She is therefore referred to Mr. La Val, to whom the same is paid.

Octob^r the 18th 1665. At a Court held at N. Yorke. Present Captⁿ Thomas Willet, Major; Captⁿ Thomas d'La Val, Mr Olof Stevens, Mr. Joh: Van brugh, Mr. Corn: V: Ruyven, Mr. John Lawrence, Aldermⁿ.

Accordinge to the foregoing Resolution are diverse of the Inhabitants of this Towne New Yorke Called into the Court & by the Major Proposed to them that the honn^{ble} Govern^r Richard Nicolls was Resolved (by want of Sufficient Lodginge into the fort) to inquarter his Souldiers for this followinge winter into the Inhabitants houses—Further Proferinge to them that those that should Lodge them Voluntarily, they should Receive weekly for their Lodginge, Small beere, Fire wood, & washing for every head from Captⁿ La Val one gilder & 8 Pence & from The Toun two gilders in Wampum uppon w^{ch} Conditions Voluntarily have promised to inquarter to the Number of 43 heads as may appear by the Liste thereof beinge Octob^r the 19th 1665.

At a Court held at New Yorke. P'sent Captⁿ Thomas Willet,

Major; Capt^a Tho. d' La Val, M^r Olof Stevens, M^r Joh: V. Brugh, M^r Corn. V: Ruyven, M^r John Lawrence, Aldermen.

This day are the Remainder of the Towne Inhabitants Called into the Court, and by the honn^{ble} Major Proposed to them the Inquartering of y^e Souldiers uppon Terms as here before, Sub date 18th of this Instant is Expressed; uppon which Termes & Conditions willingly Promised to Lodge the Number of 43 heads, as appears by the Liste thereof beinge.

Octob^r the 24th, A^o 1665. At a Court held at N. York. Present Capt^a Thomas Willet, major; Capt^a Tho. d'Laval, M^r Olof Stevens, M^r Johannes V: Brugh, M^r Corn: V: Ruyven, M^r John Lawrence, Alderman; M^r allard anthony, Sheriff.

Focke Robberts, pltf. v/s Anna Cocx, deft. Defts. third default. Pltf. says, that deft. is indebted to him by balance the sum of fl. 20. zewant, which she refuses to this time to pay, and whereas deft. has been now in default for three consecutive Court days, therefore he demands judgment. The Major and Aldermen having heard pltf's demand condemn the deft. to satisfy the pltf. within the term of 8 days from date hereof, with costs incurred herein on pain of execution. Ady, as above.

Mattheus de Vos, substitute of Reynier Rycken, attorney of Hendrick Huygen, pltf. v/s Kier Woltersen, deft. Pltf. in his quality demands from deft. the sum of fl. 271 in beavers balance of an obligation passed by deft. to Sieur Huygen. Deft. admits the debt, but as he is unable to pay requests time until next harvest, promising then duly to satisfy the pltf. Pltf. refuses the deft's rendered offer; persists in his entered demand. The Major and Aldermen having heard parties, order deft. to agree with the pltf. by the next Court day, or in default thereof judgment shall be pronounced. Ady as above.

Warnaer Wessels, pltf. v/s Thomas Carvet, deft. Both in default.

Jacobus Vis appearing in Court, represents that he had now sent for Sieur Joh^e Nevius pursuant to the order of the W: Court of 10th inst. requesting that the W. Court, as S^r Nevius declares he does not know, that copy of a/c was given him, Vis, be pleased to order Sieur Isaacq Bedloo, Johan^e vander Meulen's att^y., to deliver to him, Vis, the books of the partnership entered into by him, Vis, with said Vermeulen and Capt.

Jacob, which now remain with him, so that the same may be copied by him. Whereupon *Sieur Joh^t Nevius* being called in and asked, if some papers regarding this case were not remaining with him, answers, No; but says he delivered them to *Isaacq Bedloo*, *Vander Meulen's att^y*. and likewise does not know, if he had given *Vis* or not copy of the a/c. The Mayor and Aldermen having heard *Jacob Vis's* request and *Sieur Johannes Nevius's* declaration, order *Sieur Isaacq Bedloo* to deliver the books and papers concerning said partnership into the hands of two indifferent persons, to be by them examined and overhauled in the presence of *Jacobus Vis* (if he will be present) and to this purpose were appointed and authorized *Sieur Gerrit van Tright* and *Willem Bogardus*, who are required to communicate their award in writing to the parties on being requested. *Ady. as above.*

Lysbete Tysen, *pltf. v/s Martin Jans Smit*, *deft.* *Pltf.* says, she hired her house to the *deft.*, the term of which has expired on All Saints day of this year, and that *deft.* refuses to leave at his time. She requests that the W Court shall constrain the *deft.* thereunto. *Deft.* says, he hired *pltf's* house for a month after All Saints, and that *Jan de Vries*, the previous lessee, has resided in the back room to the present time, and that he *deft.* had not the use except of the front room for the first month. He maintains, he is not bound to remove for that time. The Mayor and Aldermen having heard parties, order that, if the *deft.* do not prove between this and the next Court day that he hired the house for a month after All Saints' day, he shall depart therefrom, as All Saints is usually the day for the termination of leases or unless he shall prove, that the *pltf.* drew rent from the abovenamed *Jan de Vries* for one month after All Saints; and pay the costs herein incurred. *Ady. as above.*

Jacob Kip and *Gerrit van Tright*, *ptfs. v/s Frederick Philipsen*, *deft.* *Pltf.* as attorneys of *Michael Muyen* demand from *deft.* the sum of 600 gl. in zeawan being the last instalment of a contract made by the abovenamed *Muyen* with *Margriet Hardenbroock*, the *defts.* wife. *Deft.* says, the pay is ready and offers to pay the same to the *ptfs.* in their capacity, provided they give him a general discharge and release from all future claims, as by the aforesaid contract stipulated and agreed. *Ptfs* replying say, that *deft.* has a special receipt for each item he has paid: they offer on the last pay to grant him also a receipt for said item, and

maintain, that deft. is thereby sufficiently released. They refuse therefore to grant a general receipt. Deft. rejoining says, that it is so stipulated by the aforesaid agreement, and he persists therefore in his previous answer. The W. Court having heard the verbal debates of parties and examined the produced contract decree and order, that the pltfs. in their quality, if they will receive the payment according to contract, shall give the deft. a general receipt and release for all after claims; in case of refusal, they decide, that deft. is not bound to pay said sum, before and until he be sufficiently acquitted and released from all after claims by the pltf's principal in Holland. It is therefore ordered that the deft. in such case may retain by him the remaining instalment until then. Ady as above.

M^r Jans Kierstede, pltf. v/s Jacob Kip and Symon Jans Romeyn, defts. Pltf. demands from defts., as curators of the insolvent estate of Salomon La Chair, the sum of 2½ beavers, requesting, that he may be preferred before the other creditors as the same arises from Surgeon's fees earned by pltf. from Solomon and his family. Defts. propose, that pltf. shall come in concurrently with the other creditors etc. The W. Court having heard parties, decree that M^r Hans is to be preferred before the other creditors as the same is for Surgeons service. They order defts., therefore, in their quality to satisfy the pltf.

Thos Exton, pltf. v/s John Cockrill, deft. and arrested. Defts. 1st default.

Marrietie Pietersen, pltf. v/s Juriaen the cooper, deft. Pltf. says, that deft. is indebted to her now over two years for 54 lbs. of tobacco and that she has never been able to receive any pay from the deft. She demands, that deft. shall be condemned in the value according as the same was then costing between man and man. Deft. admits the debt and says, that he offered the pltf. the tobacco last year and now again, but that she refused to receive it. He maintains therefore, that he can still pay with tobacco, which is denied by pltf. The Worshipful Court having heard parties, order if the deft. shall not be able to prove, between this and the next Court day, that he tendered payment to her last year, that then he shall pay the pltf. ten stivers for every pound of tobacco, in zewant together with the costs. Ady, as above.

Robbert Watson, Plt. v/s William Schot, defft. The Plt: declares

that he hired, a while agoe the Boat of Hendrik Jans baker upon Termes, that what he should gaine by the Voyage either with fishing or freightinge one third part should be for the boate, and twoe third for him & his mate, uppon w^{ch} Termes he agreed With the defft: to goe a longe with him; & have gained in the s^d Voyage 60 Shillings, of w^{ch} the defft: hath Received 40⁷ and y^t the Remainder yet was due to them of Mr. Risbel, of w^{ch} 40⁷ Shill^{rs} the defft: Refuseth to Pay the Plt: his Portion. And declareth further that when they were at Stanfort, the defft: Spytfully & maliciously Went away with the boate & left the Plt: there behind, soo that the Plt: was forced to Come & traval by land here to N. Yorke, all w^{ch} more Largely appears by the Plt: declaration filed uppon the file of declarations. The defft: answeringe saith that he hired the boate himselfe of the s^d hendrik the Baker & that for the time of 8 dayes (and Producing a deposition of the s^d hendrik by w^{ch} he declared to have let out his s^d boate to the defft: alone) and Whereas they had bene out above the s^d time for w^{ch} he had agreed uppon with the s^d hendrik, he deard not Stay any Longer but Warned the Plt: Several times to Come aboard, which he did not, soo that he, at last was forced to goe without him, belonginge the 40 Shill: the defft: acknowledgeth to have Received for his & for the s^d hendrik the bakers portion, and that the Plt: was to Receive the other 20 shill of M^r Risbel for his Portion &c. By the honn^{ble} Court heard the debatts of Both Parties, doe order, Whereas M^r Risbel Shortly is to Come here at New York, that in Case, the s^d Risbel doth Confesse the s^d debt of 20 Shill, that as then the same, shall be Received by the Plt: but by Refusinge of Paiment, that the 40 Shill which, by the defft: are Received shal be divided equally betwixt them, to wit one third for y^r boate & twoe third Parts for themselves, as alsoo the Costs & Charges of the Court equally to be divided betwixt them—as above.

The Sherif Allard Anthony, arrestant and pltf. v/s Jan Smedes, deft. Pltf. says, that deft. removed a wagon, which he attached by order of the Mayor. Defts. wife appearing says, that her husband is in the bush and that he could not appear as the summons was first served yesterday evening. Ordered to appear personally by the next Court day and to return the attached wagon to the place, it was removed from.

Dirck Storms, pltf. v/s Pieter van Couwenhoven, deft. Pltf. de-

mands from deft. the sum of fl. 1105. 18 zewant according to a/c. Deft. denies owing any thing to pltf. and says that, pltf. is a rascal of rascals and he will prove it. Ordered that parties shall draw out each the particulars of his a/c and deliver the same in at the next Court day. Ady as above.

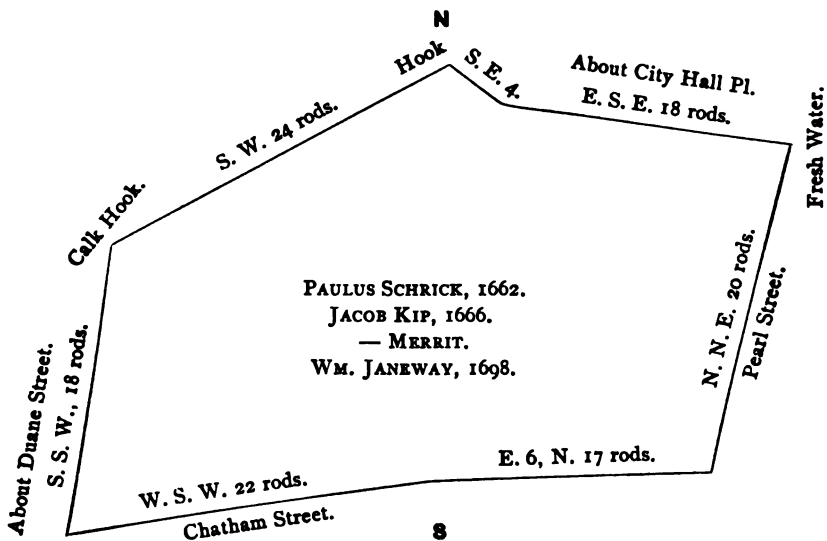
Tomas Hall, pltf. v/s François de Bruyn, arrested and deft. Deft. in default. Pltf. demands from deft. the sum of 150 schepel of oats. Mr. La Val arising says, that deft. was sent by a special warrant from the General, so that the General maintains he is not liable to arrest. The arrest was declared invalid.

Maria Tellers, pltf. v/s Isaacq Foreest, deft. Pltf. says, she notified deft. by the Court Messenger to come and receive his pay, being 136 gl., which was allowed him by award of arbitrators, to wit: Sieurs Cornelis Steenwyck and Gerrit van Tright on date 6th X^{ber} 1663, and remove the attachment served by him on her monies in hand of Sieur Jacob Kip, which deft. refused to do: as more fully appears by the notice served by the Court Messenger Elslant, on date 19th inst^l. Deft. answering says, that he was satisfied and paid, according to aforesaid award and pltf's. consent, from the aforesaid sum by Sieur Jacob Kip and therefore the attachment on remaining monies is removed. Pltf. replying denies, that the arbitrators' award so mentions, also that she ever gave any order therefor, but on the contrary, she opposed it and never consented, that it should be liquidated out of what Sieur Kip owes her. M^r Gerrit van Tright appearing in Court and being asked, what he knows of the case, declares nothing, but what appears from the produced award, to wit that M^de Tellers remains indebted to Foreest in the above sum of fl. 136, but further knoweth not. Deft. rejoining says, that pltf. positively allowed and consented to it; offering to confirm the same by oath. The Mayor and Aldermen having heard parties and examined the award produced, order—if the deft., Foreest, will verify on oath, that pltf. verbally consented to the deduction of the above sum of fl. 136. granted him by award, from Sieur Kip, that the same shall be valid against pltf. But if deft. shall not sufficiently prove nor affirm by oath, then the pltf. shall satisfy him by the pay according to aforesaid award. Ady, as above.

Maria Tellers, pltf. v/s Jacob Kip, deft. Pltf. demands from deft. the quantity of 600 ells of Osnaburg linen for the purchase of a house

and garden lying at the Fresh Water,* without this City, sold to deft. by her late husband Paulus Schrick in date 21. Octob. 1661. according to deed of sale thereof being. Deft. admits having made such a trade with her deceased husband, but demands *first*, that pltf. shall prove her afore-said deceased husband's title and right to the same, which if she can do, he produces a receipt of Sieur Isaacq de Foreest acknowledging to have received from deft. for this pltf's a/c the sum of fl. 136. o. 8. *Secondly*, he says the time of payment expired a year after date of said contract and that she then should have prosecuted it; he maintains, therefore, that he might pay with the value of the Osnaburgh linens at that time, especially as he tendered pltf. the payment last year, which she then refused to receive. Pltf. replying says—*first*, that if deft. questioned her said deceased husband's right, he ought to have tried it before the commencement of the contract, but not after he had been in possession thereof now for many years; she maintains, she is not bound thereto. *Secondly* refuses to allow to avail in payment what he paid Foreest without order or consent. *Thirdly*, as she was not here but at the North on the day the pay-

*On 31 Jan^y 1662 a grant was made to Paulus Schrick of a lot on the S. W. side of the Fresh Water and on the E. S. E. side of Chalky Hook, containing about 4 acres. His widow having married William Teller, conveyed the lot to Jacob Kip, 19 May 1666. The annexed diagram will show its location.—O'C.



ment became due, she could not duly collect the same, which can however not excuse deft. for non payment; and further as the same was attached in his hands by Sieur Foreest, she was thereby rendered unable to receive the same. Therefore persists in her entered demand and taken conclusion. Deft. rejoining says, that Sieur Foreest had a verbal order from her therefor, which aforesaid Foreest offers to confirm by oath. The Mayor and Aldermen having heard the debates of parties on both sides, and the produced papers and documents having been examined, decree, that whenever Foreest shall verify on oath, that he had verbal order for the receipt of the above mentioned fl. 136. o. 8. the same must and shall avail against the pltf. As regards the remainder the Court order for reason them thereunto moving, that deft. shall within three times four and twenty hours, pay unto the pltf. in beavers for every ell of Osnaburgh ten stivers, with costs herein accrued. Ady as above.

The carters of this City being called into Court, they are notified and ordered henceforward not to stand any more on their carts, as much danger arises from time to time therefrom.

Thomas Francen, pltf. v/s John Cocx, deft. Pltf. says, that deft's dog bit his horse standing under the cart and demands satisfaction. Deft. says, it was not his but the General's dog. The Mayor undertakes to speak to the General on the subject.

Octob^r the 31th A^o 1665. At a Court held at New York. Present Capt^a Tho: Willet, Major; Capt^a Tho: d' La Val, M^r O: Stevens, M^r Joh: V: brugh, M^r John Lawrence, M^r Corn: V: Ruyven, M^r Allard Antony, Sheriff.

Edward Lakfield, Plt: v/s John Heath, defend^t The defft: 1: default. The Plt: deliveringe in his declaration, it is ordered that the Copy should be delivered to the defft: for to answer uppon the same against next Court.

Thomas Tiddeman, Plt: v/s John Heath, defend^t The defft: 1: default. The Plt: makinge his declaratⁿ to the Court it is ordered that the Coppy should be delivered to the defft: for to answer uppon the same, at the next Court.

Thomas Exton, Plt: v/s John Cockrin, defend^t The defft: 2: default. The Plt: makinge his declaratⁿ to the Court, It is ordered that Coppy

thereof should be delivered to the defft: for to make his answer to the same against next Court.

Nicolaes Backer, pltf. v/s Davit du Foer, deft. Pltf. demands from deft. the sum of fl. 20. balance of rent; with costs. Deft. says, that pltf. sold the house, which he had hired of him, before the expiration of the lease, to Meyndert the cooper, which cooper caused him, deft., to remove from the premises six weeks before the time, which being deducted from the aforesaid sum, he offers to pay the pltf. the balance, being fl. 10. Meyndert the cooper being called into Court declared, that he caused the deft. to remove by virtue of his deed of purchase. The W: Court having heard parties condemn the deft. to pay pltf. within the time of 14 days fl. 10 zeawant, besides half the costs incurred herein. Ady as above.

Maria Tellers, pltf. v/s Warnær Wessels, deft. Defts. 1st default. Pltf. demands from deft. the sum of 8 beavers and 34 guild^{rs} in zewant balance of an obligation, according to the a/c annexed: she declares further, that when she last spoke to the deft., he abused her as a thief etc. and that she and all hers had stolen their deceased father's * goods. Demanding, therefore, not only payment, but also reparation of character. Whereas pltf. is on the eve of departing the Sheriff is ordered to go to deft's house to order him to appear in Court or in case of refusal, to require a refusal thereof from him. The Sheriff reports to the Court, that the deft. Wærnaer Wessels is not to be found. Ordered, that pltf. shall leave her papers and proofs here with some one, to whom she will give power to summon the deft. for the next Court day.

Allard Anthony, Sheriff, pltf. v/s Claes Moreau, deft. Pltf. says, that deft. abused his pltf's son last Sunday as a hangman's son in presence of Anthony de Mil, Jonas Bogardus, Roelof Kierstede, and Gerrit Huygen. Deft. denies the same; demands that pltf. shall prove it. The abovementioned persons, declare under oath as follows:—Anthony de Mil declares, that he heard something said, whereupon the other companions laughed, but does not know, what it was: Jonas Bogardus, Roelof Kierstede and Gerrit Huygen declare, that they heard the deft. speak of branding, but does not know, whom he meant thereby. Deft. Claes Moriaen being under examination before the Bench, has departed

* Casper Verleth.

and ran away from the Court's order, notwithstanding he was repeatedly called back by the Court Messenger. Ady as above.

Allard Anthony Sheriff, pltf. v/s Abram Pietersen Corbyn, deft. Pltf. says, that deft. was arrested by Capt. John Jongh authorized thereto by special warrant from the General for having sold strong beer to the Indians in opposition to the order of the General made therein. Deft. answering says, that he sold nothing but beer to the Indians; says he was not aware, that it was prohibited; and states further, that he got a pass from M^r Borton to pursue that trade, who verbally consented thereto. Whereas Mayor and Aldermen cannot perceive, that strong beer is directly forbidden by the last order enacted for this purpose, they refer parties, therefore, to the Honour^{ble} Governour Nicolls, the rather as the above named John Jongh's commission mentions, that the culprit be brought before his Hono^r. Ady as above.

Sieurs Jacob Kip and Symon Jans Romeyn, as curators of the insolvent estate of Salomon La Chair deceas^d, appearing in Court state, that they cannot agree about a/cs with Jacob van Couwenhoven and request, that the papers and a/cs be examined by the W: Court, inasmuch as the persons, whom the W Court had authorized in date 22nd August last could not come to any conclusion, but had refered parties back to the W. Court, as is more fully apparent by their concluded award dated 28th 7^{ber} last past. The Major and Aldermen having heard the request order, that the persons thereunto commissioned on the 22^d Aug^t with Sieurs Balthazar de Haert and Willem Bogardus shall again renew the examination of papers and a/cs to be produced by parties, and to reconcile parties if possible; if not to report their action to the W: Court. Ady as above.

Anna Coecx appearing in Court states, that she cannot to this time receive any pay from Mr. la Val for the lodging of the soldiers agreed for with her by the Court. Petitioner was requested to have patience yet one, two or three weeks: order shall then be made from what the same shall be paid. Ady as above.

Dirck Storm appearing in Court delivers in copy of the a/c of Pieter Wolphertsen van Couwenhoven, pursuant to the order of the Court, dated 24th inst. Ordered, copy hereof to be furnished by the Secretary N: Bayard to parties, to answer thereunto at the next Court day. Ady, as above.

The petition of the sworn butchers of this City being considered and read in Court, requesting in substance that their fees and wages for slaughtering may be somewhat increased ; and further whereas divers persons undertake to slaughter within this City without having first obtained proper consent, that the W Mayor and Aldermen be pleased to forbid the same. On question it was ordered—Petitioners are granted and allowed as fee and wages for killing, to collect for each beast whether ox or cow six guilders, and from other small cattle not more than was granted and allowed herefor on date 3 Nov^{br} 1662; and further no person, but petitioners, shall slaughter within this City and therefore the following acte is granted them:—Know all men by these presents, that by US, the Mayor and Aldermen of the City of New Yorke are continued and chosen anew and accepted as sworn butchers; to wit Eghbert Meynderts, Assur Levy, Roelof Jans van Meppel, Gerrit Jansen Roos, Jan van Haerlem, Pieter Jansen, Gerrit Vulevever and Cornelis Jorissen, who are hereby authorized and directed to slaughter all cattle within this City, and may collect for fees for each ox or cow six guilders and further from small cattle what was allowed them by the late Burgomasters herefor in date of 3^d of Nov^r 1662. And all and every are hereby expressly interdicted and forbidden to slaughter any cattle, whether large or small, of what description soever they may be, within this City, unless with the general consent of the abovenamed sworn butchers, under a penalty hereupon previously enacted. Ady, as above.

November the 13th 1665. In a Court held at N. York. Present M^r Corn^s Van Ruyven, dep^t Mayor; M^r Olof Stevensen, M^r Joh: V. Brugh, M^r Joh. Laurence, Aldermen; M^r Allard Anthony, Sheriff.

Timotheus Gabrie, Collector of the excise on slaughtered cattle, being sent for to Court, is informed and ordered, whereas the City is seriously defrauded in the entering of cattle, that he, as far as his time will permit, do before he grant a license to slaughter, go and inspect the cattle etc. entered with him, to see if they be entered according to the just value, which the abovenamed Collector undertakes to do. Ady, as above.

The sworn butchers of this City being sent for and appearing are instructed, whereas the City has seriously lost in the entering of the cattle,

to warn the Burghers, for whom they hence forward shall slaughter, that they shall enter the cattle etc. according to their just value, on pain of confiscation of the cattle, which are not entered according to their correct value; and they are further notified, that Jan Hendricksen van Gunst, Richard Nicolls and Richard Dodomit are in addition to them admitted as sworn butchers. Ady as above.

Richard Nicolls and Richard Dodomit have this day taken the following oath as sworn butchers of this City.

We doe sweare in the Presence of the Almighty God, that we as Sworne Butchers of this Citty, shal Kill noe Cattle hoggs etz. without a Ticket of Consent from the Collector of the Major and Aldermen except it be for the Right Honn^{ble} Govern^r Richard Nicolls. So help us God Almighty.

The Churchwardens of this City, Sieurs Govert Loocquermans and Johannes de Peister entering Court and being asked, if there be so much money in the Church Treasury as will fence the grave yard of this City, answer No: and that still many small debts are due here and there, which they have not been able to pay as yet in consequence of the trifling income.

The Mayor and Aldermen resolve to advance from the Burghers excise of this City to the Church wardens as much as shall be required for the fencing off of the graveyard, on condition the same be repaid from the first incoming money—which the abovenamed Churchwardens promise to do. Ady as above.

13th novemb^r

William Barker old about 12 years of age, declares before the Court that the night betwixt the 8th & 9th of this Instant he Sleeping a board of John braudlay, his Vessel, that about a half houer after the beatinge of the drom Teunis Cray with his Sunn & his daughter besides the Scotts Woman w^{ch} lives in Smith's Valley, did Come aboard the s^d Vessel & the s^d Teunis Cray opening the hatches of the Vessel he measured Several Scippels of appels to them & further that he gave to him 3 Stuyvers that he should not speak to noe boddy about it, declares further that the s^d Teunis Cray did say, if it Should Come to be Knowne that the appels were lost that he should say that Teunis Cray his mate had robbed

the same, but that he should make noe mention of him, nor his daughter, nor of his sonn, as above.

The Sheriff Allard Anthony is ordered to whip the above named boy William Barcker with rods in the afternoon in the presence of the W. Alderman John Laurence till he make further acknowledgment, inas-much as to the present time all his declaration, which he has made relative to the loss of the aforesaid apples is very contradictory. Ady as above.

Johannes de Wit declares, that in the night between the 8th and 9th Inst. about midnight he saw a person pass by his house near the New Bridge with a sack, but what it contained, was unknown to him. Ady, as above.

Stoffel van Laar declares in Court, that about midnight between the 8th and 9th inst. he met three soldiers coming about in front of Symon Jans Romeyn's house, each carrying a sack, but what it contained, he knows not and says, that they entered Jacob Wolphertsen's street * with it. Ady as above.

Maria Hofmeyer declares in Court that about midnight between the 8th and 9th inst. she and her husband heard repeatedly several sacks emptied at M^r Mills, their next neighbour; she believes of apples, for next morning she went to said M^r Mills because firewood was stolen that night from their place and then about 5 skepels of apples were lying by the wall of the house. Ady as above.

Novemb^r 14th 1665. At a Court Present M^r Corn: V: Ruyven, deputy major; M^r Olof Stevens, M^r Johannes V: brugh, M^r John Laurence, Aldermen; M^r Allard Anthony, Sheriff.

M^r John Laurence, pltf. v/s Denys Isaacksen, deft. Pltf. sets forth in his declaration, that there is due him from the deft. a balance of the sum of fl. 14: 16. and that deft. has treated him, pltf., very rudely, pushing and threatening him as more fully appears by his declaration and that of John Quimby. Deft. says, that his wife agreed with pltf., that if she brought two good beavers, the said sum should be then erased and he would in addition pay her 10^{lbs} of butter, which pltf. now refuses: he

* Stone Str., E. of Broad, where J. W. van Couwenhoven had his dwelling house and brewery. He died about 1670.

denies further, that he either pushed or threatened pltf., but says that pltf. and abovenamed Quimby have pushed and beaten him repeatedly. Pltf. replying says, that he over two years ago he promised deft's wife, if she then brought two good beavers, to pay her then 10^{lbs} of butter, which she did not do; he persists therefore, in his entered demand offering to confirm further points of his declaration by oath. Deft. rejoining says, that he repeatedly offered payment, which the pltf. denies. The Mayor and Aldermen having heard parties condemn deft. 1st to pay pltf. two good whole beavers and order pltf. then to give him 10^{lbs} of butter according to agreement, and that deft. shall further pay for this time, on a/c of his unbecoming behaviour, a fine of 6 guilders zewant for the Church with costs herein incurred. As above.

Willem Beeckman, arrestant and pltf. v/s Claes Pietersen Cos, arrested and deft. Defts. 1 default.

Assur Levy, pltf. v/s Johannes La Montagne and Joh: Vernelje, defts. Defts. 1 default. Pltf. entering his demand, requests that judgment be delivered as he has caused defts. to be summoned by Mayor's warrant and they refuse to appear. Ordered to summon the defts. by next Court day and if they do not then appear judgment shall be pronounced.

Daniel Terneur, on requisition of Assur Levy, declares in Court, that he sat as Magistrate of the Village of Haerlem upon the case between aforesaid Levy and Johannes La Montagne and that said Montagne was then condemned by them to pay said Assur for the loss of the goats, which he had delivered to the abovenamed Montagne, 8 head of old goats. Ady. as above.

Jan Pietersen Slot declares in Court on the requisition of Assur Levy, that he and Lubbert Gerritsen were chosen by the above named Levy and Joh: Montagne as arbitrators in the case between them both, arising out of the loss of parties goats delivered by said Assur to Montagne and that by their award 8 head of goats were allowed then to Assur. As above.

Gerrit van Tright, pltf. v/s Jan Hendrick van Gunst, deft. Pltf. demands from deft. the sum of fl. 20. zewant balance of delivered glass with costs. Deft. admits the debt but says, that he bought from pltf. yet a box of glass, which pltf. now says he has resold. The May^r and Aldermen having heard parties, condemn deft. to pay pltf. the above fl. 20.

with costs and if he can prove, that he bo: still another box of glass from pltf. which he has not delivered, he may institute his action against him. Ady, as above.

James Web, pltf. v/s Eduwart Houward, deft. Both in default.

Assur Levy, pltf. v/s Tho: Exton, deft. Defts. 1st default.

Symon Jans. Romeyn, pltf. v/s Assur Levy, deft. Pltf. demands from deft. the sum of 2 beavers, for which deft. had made him an assignment on Serg: Exton, who refused to accept the same: with costs. Deft. says, the same was honestly due him by said Exton, for which he has now summoned said Exton, who is in default. He requests, as the pltf. owes something to said Exton that he may retain s^d sum thereupon. The W: Court having heard parties condemn deft. to pay pltf. said beavers with costs, and if he have any action against Exton he may institute it. Ady as above.

Thomas Lodowyx, pltf. v/s Hendricx Coustrie, deft. Pltf. demands from deft. for freight of goods to the South River etc. fl. 107 in beavers and fl. 2 zewant, whereon he has received 50 gilders seawant: he says, pltf. has refused to pay him. Deft. says, that no a/c was ever handed to him, and demands copy of a/c to examine it: offers to pay him what two arbitrators may consider due for said freight: admits further to have refused to pay him any thing until pltf. settled with him for the damage he had suffered by the pltfs. recklessly throwing overboard his defts. goods. The W: Court order copy of the a/c to be furnished to party to answer thereunto or to settle with the pltf. Ady as above.

The Sheriff Allard Anthony, pltf. v/s Claes Andriesen Moreau, deft. Defts. 2^d default.

The Sheriff Allard Anthony, pltf. v/s Willem Kock, deft. Pltf. says, he repeatedly warned deft. not to stand on his cart, but walk beside it, which deft. refused to do: he requests, that deft. shall be condemned in a fine according to Placard. Deft. says, that Mayor Willet allowed him to do so, because he was so weak in the bones. The W: Court postpone parties, till the arrival of May: Willet. Ady as above.

Dirck Storm, pltf. v/s Pieter Wolphertsen, deft. Pltf. requests, that deft. shall answer his rendered a/c. pursuant to the order of the W. Court dated 31 Octob. last, and further duly repair his character. Deft. says the entire a/c is false. The W: Court order the deft. to hand in his

answer in due form in writing to the account, within 2 wice 24 hours. Ady as above.

On the even^r of 11th 9^{ber} W^m Barcker is again examined in presence of Claes van Elslant and Pieter Schaeftbanck, by order of the Hon^{ble} General; declares that Teunis Craey and his daughter and Jan Stevensen measured and took away the apples and that the woman who was present is the Scotch woman at S^t Joris in the Smiths Valley, and that they removed the hatches; and that is all. He knows not where the apples are. 1665. in N. York. In presence of US Undersigned, Allard Anthony, Sheriffe, Claes van Elslant, Pieter Schaeftbanck.

On 12th W^m Barcker is again examined by order of the Hon^{ble} General in presence of Schaeftbanck and Elslant: says Teunis Cray and his son and daughter and the Scotch woman measured and stole the apples, and not the boys he saw yesterday. 1665 in N. Yorck. Allard Anthony Sheriffe, Claes van Elslant, Pieter Schaeftbanck.

William Barcker, of N. London in new England, old about 12 yeares, declares that about midnight, betwixt Wensday & thursday last past foure Souldiers Came a board of T^{he} Braidley his vessel & Said that they had order of Mr Gouldsmith for to fetsh appels from a boarde the s^d Vessel & he with their help opened the hatches & measured 8 longe baggs wth appels & Carried them away & y^t the s^d Souldiers Charged him to declare this to noe boddy, but to say that Teunis Cray & his sunn had measured the appels, & gave him 9 stuyvers in Wampum & threatened him if he did declare it to any boddy, they should Cot him—W^{ch} he declares to be Reason, that he hath Charged Teunis Cray with the same & that he did not speak the truth till this time for feare of the Souldiers, thus declared in the presence of M^r John Laurence alderman & Mr allard anthony Sheriff. In N. Yorke this 19th day of 9^{ber} 1665.

Attested p^r me

N. Bayard Secrets.

November the 15th 1665. At a Court held at New York. Present M^r Corn: V. Ruyven, deputy major; M^r olof Stevens, M^r Johannes V: brugh, M^r John Laurence, M^r allard anthony, Sheriff.

Whereas Complaint was made by M^r goldsmith that betwixt the 8th

& 9th of this Instant Certaine quantity of his apples Were Stollen out the vessel of Thomas braidluy then Riding before this port of New York (w^{ch} s^d Vessel by him was fraighted from Staffort to this place) uppon w^{ch} Complaint at the Request of the s^d M^r goldsmith & Thomas braidluy, the Serv^t of the afores^d braidluy, to wit William Baker was apprehended, the w^{ch} at the s^d night had Slept a board the s^d Vessel and beinge Lawfully Examined the s^d W^m Baker declared at first that Teunis Cray & his daughter besides Jan Stevens in the afores^d night Came aboard of the s^d Vessel & hee measured & Carried away the s^d apples & that the Scots Woman living in Smith's Valley had bene present Carreinge a Lantern in hur hand; & being afterwards Examined againe he declared as afores^d except that not the afores^d Jan Stevens, but the Sun of Teunis Cray besides the other Persons afores^d had Stolen the s^d apples, as more Lardgely by The Depositions may appeare: And whereas it was manifest that the s^d W^m Baker had falsely accused the s^d Jan Stevens of Robbery, We thought meete to Examine him further, uppon w^{ch} the afores^d William Baker the 14th of this Instant moneth freely Confessed that he had falsely accused the aforementioned Teunis Cray & the other afores^d Persons; —But that at the afores^d night foure Souldiers (the names beinge unknoue to him) Came a board of the s^d Vessel with Special orders (as they said) of Mr. goldsmith for to fetch apples, w^{ch} s^d Souldiers did helpe the s^d W^m Baker to open the hatshes and measured & Carried away 8 bagges with appels Charging him the s^d W^m Baker to declare it to noe boddy; but to accuse Teunis Cray, & the other afores^d Persons with the same, for Recompence of w^{ch} they gave him 9 stiv^r in wampum; for w^{ch} fals accusations & miscarriages the s^d William Baker meritted to be Corrected & Punished—others to an Example; but Consideringe his Youngenesse, the w^{ch} Could not yet Retch to 12 yeares of age, as alsoo the threatnings (as he s^d) that the s^d Sould^r had threatned him withal, w^{ch} he doth declare to be the only Reason that he deard not declare the truth, but had soo falsly accused Teunis Cray & the other afores^d Persons with the same; Therefore, for these & other Considerations We have for this Time thought meete to Deliver the s^d Boy William Baker again to his afores^d master T^{ho} Braidluy, Recommendinge him to Correct the afores^d boy, for his Committed fault & to Warn him Seriously for the future to take heed for to Commit Such faults any more,—Provided that his Mr Thom:

Braidluy shal pay for him the Costs of his detention, takeinge of Informat^e &c, and Satisfy Teunis Cray for the losse of the Tyme duringe his appretiention and further to agree with the s^d M^r goldsmith about the Losse of his appels, in Case of none-agreement, the s^d goldsmith may (if he See Cause) Institute his action against him—And Whereas the afores^d Boy hath declared & doth Still persist by the same that the s^d apples were stolen by the afores^d Souldiers & this Court not beinge authorized to take any Inquisition or to doe any Justice to the Souldiers of the Right honn^{ble} Govern^r. We thought meete to deliver the depositions of the afores^d boy to the s^d honn^{ble} Govern^r. to the end that by his honn^r in the prosecutions thereof may be done as he in his wisdom & prudence shal think expedient, dated In New York this 15th of novemb^r 1665.

Novemb^r the 18th 1665. At a Court Present M^r Corn. V. Ruyven, dep. major; M^r Olof Stevensen, M^r Johan V. brugh, M^r John Lawrence, Aldermen; M^r Allard Anthony, Sheriff.

Jacob Vis appearing in Court requests, whereas he has exhibited to the Sheriff debts and effects more than belongs to Eghbert Meynderts according to judgment obtained against him on the . . . last, that he be excused from execution and allowed to take the remainder of his goods. The W^r Court see no reason for changing the above mentioned judgment: the petition is therefore declined. Ady, as above.

The General Richard Nicolls appearing in Court, the judgment pronounced on the 15th inst against William Barcker is communicated to his Hon^r whereupon said boy being further examined by his Hon^r declares quite contradictory to the preceding depositions, so that it apparently seems, he is not right in his mind. He however persists as before, that the soldiers stole the apples; and though richly deserving, on account of his lies and other faults to be punished as an example to others, the Mayor and Aldermen for divers reasons have resolved not to change the preceding sentence, but to send the boy home to his master Thomas Bradley, to be by him punished for his committed fault. Ady as above.

The Deputy Mayor states to the Court, that the Gener^l had proposed to him to allow the Burghers to watch anew; and as the least expensive to the City that each bring on his watch two sticks of firewood and two one lantern.

The W. Court consider it to be better still to continue the two night watches, and therefore resolve to agree civilly with them, together with two other volunteers, who might then undertake the watch on the other nights—Ady, as above.

21: November 1665. At a Court held at New York. Present M^r Corn. van Ruyven, depy Mayor; M^r Olof Stevensen, M^r Johannes van Brugh, M^r John Lawrence, Aldermen; M^r Allard Anthony, Sheriff.

Thomas Lodowycx, pltf. v/s Hendrick Cousterier, deft. Pltf. demands from deft. fl. 141. 12. in beavers and 2 gl. in zeawant for freight of goods to the South River according to a/c rendered; whereupon he received in zeawant fl. 50. Deft. admits to owe fl. 150. 10. zeawant for freight and no more according to a/c rendered. The W. Court refer parties to M^r Caleb Borton, Capt Marten Cregier and Jan Jans van St. Obyin, who are authorized to tax the freight and reconcile parties if possible; if not to report their action to the W. Court. Ady, as above.

Thomas Lodowycks acting this day before the Court as pltf. against Hendrick Coustrie in an action of debt, has among other debates accused the deft. of being a liar and a rogue, and undertook to prove it; whereupon the Sheriff arising demands that he may be required to do so. The aforesaid Lodowyx was fined for his abusive words.

Jacob Vis, pltf. v/s Johan La Montagne, deft. Pltf. demands from deft. the sum of fl. 180 zeawant for rent. Deft. admits the debt: requests some delay. Parties being heard by the W: Court the deft. is condemned to give satisfaction to the pltf. within six weeks. Ady as above.

Assur Levy, pltf. v/s Johannes La Montagne, deft. Pltf. says, he heretofore delivered deft. on half the increase, 42 head of goats, and that they were reduced by death with deft. to 7 head which he, with defts. consent, sold to Gysbert van Imburge dec^d, for which loss he agreed with deft. on arbitration, that deft. should pay him in Nov^r of last year 8 heads of old goats, whereupon he, also, obtained judgment against deft. at N. Haerlem: he requests now, that deft. shall be condemned to pay the same, with this year's increase, together with the costs herein accrued. Deft. answering says, that the abovementioned 8 goats were not refused to be paid, on condition the pltf. restored to him the butter etc. the produce of the 7 goats, w^{ch} he sold M^r Gysbert before the expiration of the

contract, on which he had received the goats—deft. also declares he obtained judgment against the pltf. at Haerlem, [copy of] which judgment he applied for repeatedly to the Commissaries there, but has not been able to receive it. Pltf. replying says, that by the aforesaid agreement made by arbitration all previous questions relative to the goats are disposed of. He also denies, that deft. obtained any judgment against him in this case. The W. Court having heard the verbal debates of parties grant them 8 days time to agree with each other; if not, deft. is ordered to hand in the judgment acknowledged to have been obtained by Assur Levy against him and remaining in his possession, and that by the next Court day, by which time the W. Court shall send for the protocol of N: Haerlem to examine the judgment, which deft. pretends to have obtained against the pltf. and definitive judgment shall then be granted. Ady as above.

On the 27th of 9^{ber} appeared before me, Nicolaes Bayard, the above mentioned pltf. Assur Levy, who declares that he agreed with the deft. Johan Montagne that deft. should pay him for his claim 8 goats, 2 wethers, 150 ps. of firewood and 2 cocks provided the pltf. paid the costs of this suit, except the loss of Daniel Terneur's and Jan Pietersen's time, when they were summoned here as witnesses. Ady, as above.

Symon Jans Romeyn, as atty of Johannes Withart, appears in Court producing an a/c formed by Sieurs Johannes Van Brugh, Johan De Peyster and Lourens de Sille chosen by him and Jacob Vis as arbitrators to settle if possible between them in the matter of a/cs; by which a/c and award said Vis owes Withart fl. 351. 19 the outstanding debts of Jacob van Couwenhoven's brewery excepted; and further thereby are annulled all previous questions and unsettled a/cs. existing between parties to this date. He requests, that the W. Court would be pleased to approve it. The W. Court having seen the a/c and award produced, approve the same and order parties to conform themselves thereto. Ady, as above.

Reynier Rycken, attorney of Hendrick Huyghen, pltf. v/s Kier Wolters, deft. Pltf. demands from deft. on an obligation the sum of fl. 279. 10. in beavers with costs incurred herein, and says that he cannot agree with deft. in conformity to the W. Court order of the 24th Octob. last. Deft. admits the debt, but as it is impossible for him to pay now, requests delay till the next harvest. Pltf. says in reply, if deft. pay him half now,

he will grant him delay till the next year for the other half. The W. Court having heard parties, condemn the deft. to pay the one half now, pursuant to pltf's offer, with costs incurred herein, and to take care that the remainder be paid next year to the pltf. without fail. Ady. as above.

Sieurs Govert Loocquermans and Johannes de Peyster, Churchwardens, pltf. v/s Johan La Montagne, deft. Pltf. demand from deft. the sum of fl. 26. zewant on a/c of the Church. Deft. admits the debt; undertakes to pay it. The W. Court condemn the deft. to satisfy the Churchwardens. Ady. as above.

Assur Levy, pltf. v/s Johannes Vernelje, deft. Pltf. says he had delivered to deft. as Court Messenger of the Village of Haerlem, a judgment, he, pltf., had obtained there against Jan Montagne, to serve the same on s^d Montagne. He requests that the same be returned. Deft. admits having received it and says after he had served notice thereof on the deft. Montagne, he delivered the same up to him. The W. Court having heard parties, excuse the deft. for this time as he declares he acted thro' ignorance, and warn him for the future to do so no more and order Jan Montagne, (who is also present and acknowledges to have received it) to bring with him the abovenamed judgment by the next Court day. Ady as above.

The Sheriff Allard Anthony, pltf. v/s Claes Andriessen Moriaen, deft. Defts. 3^d default. Pltf. demands, as deft. has now been *contumax* three different Court days and failed to appear before the W. Court, that he be summoned by sound of the bell. The W. Court order the Court Messenger Elslant to summon the deft. at his parents' house, to appear at the next Court day, on pain of being called out by the sound of the bell. Ady as above.

John Rider in the behalfe of Robbert halls declares, that he delivered a Warrant to the Sheriff, to attach the Boddy of John Cockril for an action of debt to the sum of 5 lb. St^g & whereas the s^d Cockril is departed from this Place without giveing any satisfaction to the s^d halls, or puttinge any Security for his appearance, he prayeth therefore Judgem^t against the Sherif allard anthony for the same. The Sheriff answers that the Serg^t Elslant besides the s^d Cockril declared that the Parties were agreed together, & that the Same alsoo was written uppon the bakside of the Warrant. M^r Sharp declares that the s^d halls declared in his

presence to be agreed with the s^d Kockril. It is ordered that the Sheriff shall doe his utmost Indeaver to procure a Special Warr^t from the govern^r whereby the s^d Cockril might be Charged to make his appearance here at N. York before the next Court.

Teunis Cray, appearing in Court, demands firstly a certificate of his innocence respecting the theft of the apples, which between the 8th and 9th inst. were stolen from a yacht lying here before the City, with which the boy Willem Backer had so falsely accused him; and further what indemnity is due for his loss of time during his imprisonment and to whom he is to apply. The W. Court having heard the petition order the Secrety Nicolaes Bayard to deliver to the petitioner copy of the declaration made by said Backer dated 14th Inst. whereby he is sufficiently cleared and allow the petition^r for his loss of time 50 stiv per day which shall be paid him by Tho: Braidley, the master of aforesaid Baker or some other person, on behalf of the City. Ady as above.

Symon Jansen Romeyn appearing in Court requests, he may be preferred in the moneys brought by him to the Sheriff in consignment by order of the Court on a/c of Jacob van Couwenhoven, since he was the first to attach them. The W. Court order the petitioner to appear at the next Court day with the other creditors, who have attached the said money, along with Jacob van Couwenhoven, each to bring in his proofs, then to see who are to be preferred. Ady as above.

Abel Hardenbroock's wife and Nicolaes Verbraeck appearing request, that the sum wherein they are weekly taxed to pay for the soldiers may be somewhat diminished. The petition is for reason declined.

Assur Levy, pltf. v/s Thomas Exton, deft. Defts. 2nd default.

Jeronimus Ebbingh, pltf. v/s Anthony de Milt, deft. Both in default.

Maria Tellers, pltf. v/s Warnar Wessels, deft. Defts. first default.

Dirck Storm entering states, as he has received the answer of Pieter van Couwenhoven, his party, first on last Sunday evening, that he has had no leisure to reply to the same as he ought and demands still further delay. The petit^r is granted still twice twenty four hours time to reply to the aforesaid Pieter van Couwenhoven's answer.

This date, the 27th of November, the abovementioned reply is handed in by Dirck Storm, to the Mayor and tis ordered by his Worship

that copy thereof be furnished to party, to rejoin thereunto at the next Court day. The order was dated 30th 9^{ber} 1665.

Decemb^r the 2^d 1665. At a Court held at New York. M^r Corn: Van Ruyven deputy m^r; M^r Olof Stevens, M^r J. Virbrugge, M^r J. Lawrence, Aldermen.

Allard Anthony, pltf. v/s Claes Andriessen Moreau, deft. Pltf. says, that deft. abused his, pltf's son, as the son of a Brander,* for which he summoned the deft. on 31st Octob. last before this W. Court, and appearing, the deft. withdrew and ran away from Court against the order of the Bench. He requests reparation of character with costs. Deft. appearing in Court acknowledges his fault; says he committed it through thoughtlessness and prays to be forgiven for this time; promises to avoid for the future similar or such like faults. The W. Court having heard parties, have excused the deft. on his rendered promise for this time and notify him, if he again transgresses, he shall then pay the double fine, he is now condemned in the costs incurred herein. Ady. as above.

Decemb^r the 12th 1665. At a Court held at New York. Captⁿ Thomas d' La Val, dep. major; M^r Oloff Stevensen, M^r Johannes V. brugh, M^r Corn: V. Ruyven, M^r John Lawrence, Mr. Allard Anthony, Sheriff.

Assur Levy, Plt: v/s Thomas Exton, defft: The defft: 3^d default. The Plt: declares that the defft: is Indebted to him the summe twoe bevers desireinge that the defft: may be ordered to pay his debt besides the Costs of the Court. The Court doe order the defft: to make satisfaction to the Plt: betwixt this day & next Court, besides, the Costs of the Suit. As above.

John Rider, Plt: vs/s. hendrick assueros, defft. The Plt: 1 default.

Jacobus Vis, pltf. v/s W: Wessels, deft. Pltf. says, that deft. was bail to him for John Artcher, and consequently demands from deft. the sum of fl. 133. which is due him by said Artcher. Deft. requests, that the same be postponed, as it has now been awhile bad weather, until the next Court day, when aforesaid Artcher will appear himself in person to plead his case. The request was granted.

* The Sheriff branded criminals *ex officio*.

Symon Jansen Romeyn and Warnær Wessels being sent for to Court and appearing, request judgment of the Court, as to which of them both was preferred in the monies brought in consignment 25 July last, by order of the Court for the a/c of Jacob van Couwenhoven and by them both there attached. The W: Court having seen the produced papers and proofs of each, decree and order, that the Secretary's fees being first deducted, Symon Jansen Romeyn be preferred for the sum of fl. 52. 9. and that the balance shall be received by Warnær Wessels. Ady as above.

Maria Tellers, pltf. v/s Warnær Wessels, deft. Nicolaes Bayard, pltf's attorney demands from deft. the sum of fl. 64. in beavers and fl. 27. 3. in zeawant, according to a/c and obligation and reparation of calumny uttered, as more fully appears by the declaration. Deft. denies to owe so much; requests copy of the a/c. and says he did not calumniate the pltf; produces an obligation executed by Caspar Varlet in favor of the widow Schilt, from whom he has procuration to recover the same: demanding as the pltf. has been administrator of the abovenamed Varlets residuary estate at Herfort, that she shall pay the same, as after all the debts shall have been paid, there remain undiminished 30 lbs. sterling. Pltf's atty denies, that pltf. ever had any administration of the above estate. The W. Court order parties to settle with each other and then the deft. shall bring in consignment to the City Hall, the money until the further order of the Court. Ady as above.

Johannes de Witt, pltf. v/s Jan Cornelissen, deft. Pltf. in quality of attorney for Pieter Adriaensen at Fort Albania, demands from deft. the sum of 8 rix dollars in silver and fifty gilders in beavers, with costs. Deft. denies the debt, demands that pltf. shall prove it. The Court Messenger Elslant declares, that when he arrested the defts. wife for the debt aforesaid, she acknowledged the debt, except that she meant it was only 4 rix dollars. The W. Court order deft. to enter sufficient security for twice the amount of said sum, until Pieter Adriaensen aforesaid shall prove the correctness of the debt.

Nicolaes de Meyer, pltf. v/s Jan Gerritsen van Buytenhuysen, deft. Pltf. demands from deft. the sum of fl. 156. 10. in zeawant, according to obligation with the costs. Deft. admits the debt; requests $\frac{6}{7}$ delay. The W. Court condemn the deft. to pay the pltf. the aforesaid sum, within

the time of six weeks, besides costs herein incurred, on pain of execution. Ady as above.

Daniel Terneur, deputy Sheriff of New haerlem, Pltff: v/s M' Jesop of Westchester, defft: The Plt; declares that the defft: hath falsly accused the Inhabitants of haerlem for Stealing of hogs, of the towne of Weschester; & delivered to the Court a Sentence of the magistrates of haerlem Sub-date 3 Xb^r: whereby the defft: himselfe is found guilty to have sold a hogg of M^r: Veal of Weschester; desires Reparation of the defamation, & that good damage might be graunted. The defft: denyes that he hath accused the Inhabitants of haerlem for Stealing of hogs, & Sais that the differeance about the hog of m^r: Veal, was ended at Weschester. The honn^{ble} Court doe approvee the Sentence given at N. haerlem, & whereas it is a case w^{ch} Consernes the whole Towne, the honn^{ble} Court doe advice the Parties, to agree betwixt themselves & to live friendly & neighbourly one with another, ady as above.

John Cooly, Plt: v/s fredrik arentsen, defft: The Plt: demands of the detff: the summe of fl. 55: 4: Wampum, due to him for a Set of Poup Boares, by him made for the defft: for w^{ch} he was bargained to have fl. 120 & hath Received in part of pay fl. 64: 16: so that Remains due to him the s^d summe of fl. 55: 4. The defft: answering Sais that the Plt: was to make the s^d Poup boares good & profers to pay the Remainder, if the s^d boares proeve good. The Court doe order the defft: to proeve the s^d Boares, betwixt this day & next Court, & to Satisfy the Plt: for the Remainder of his debt, & in Case the s^d Boares doe not proeve wel, the Plt: is to make them good for the same price. Ady as above.

Captⁿ: Tho: d' La Val, Plt: v/s Daniel Terneur, defent. The Pl^t: declares that he bought about 3 moneths past, of the defft: as magistrate of the Towne of haerlem foure gardens for the summe of hundred guilders of w^{ch} s^d gardens Johannes Vervelen pretends afterwards to have bought 2 of the same, Requesting that the defft: shal make good his Bargaine and Sale. The defft: doth Confesse the sale of the s^d foure gardens to Captⁿ: d' La Vall. The honn^{ble} Court doe order the defft: to make good his Bargain, ady as above.

Daniel Terneur, pltf. v/s Johannes Vervelen, deft. Pltf. says, that he in quality of Magistrate and Deacon of the Village of Haerlem, sold about 3 months ago to Capt. d' Laval four gardens, of which four

gardens, he claims two to be belonging to him. He demands that deft. shall prove his title. Deft. answering says, that he bought the above-named two gardens about 14 days ago from the pltf. and Resolv^d Waldron as Magistrates of the Village of Haerlem. Pltf. replying admits having sold two gardens to the deft., but says, the gardens were not shewn to him and as many gardens still lie unoccupied, says deft. may have his choice of them. Deft. rejoining says, that he meant the 2 gardens, which pltf. now says he sold to Capt La Vall, but admits they were not shewn to him. Parties being heard, the W. Court decree, that Capt de la Val's first purchase must stand good, and if the deft. does not like the other gardens, he can again surrender them to the Town. Ady as above.

Dirck Storm, pltf. v/s Juriaen Jansen Kuyper, deft. Defts. 1 default.

Jan Teunissen, miller, pltf. v/s Jan Jansen Langedyck, deft. Both in default.

Abram de la Noy, pltf. v/s Eghbert Meyndertsen, deft. Defts. 1 default.

The Sheriff, pltf. v/s Thomas Braidley, deft. Defts. 1 default.

Jacobje Jansen, pltf. v/s Lammert Huybertsen Mol, deft. Pltf. says and proves by two witnesses, that deft. has calumniated her as a swine and a whore; she demands reparation of character and suitable fine with costs. Deft. says, he was drunk and did not know what he was saying, declares he knows nothing of the pltf. but what is honourable and virtuous. The W. Court having heard parties condemn deft. in a fine of fl. 10 for the Church, with costs. Ady as above.

Hendrick Coustrie, pltf. and the Sheriff as guardian, v/s Thomas Lodowycx, deft. Pltf. says, that deft. called him on 21 9^{ber} last, in this W: Court's presence a liar and a rogue. He demands reparation of character and that deft. shall be condemned in a fine of fl. 200. zewant, with costs. Deft. acknowledges the same; but says it occurred through haste: declares he knows nothing of the pltf., but what is honourable and virtuous. The W. Court condemn the deft. in a fine of fl. 25 for the profit of the Church, with costs herein incurred. Ady as above.

Ariaen van Laer appearing states, that he agreed for the building of a stove with Ryntie d Metzelaer, the mason, and is gone away to the

Kill van Kol to work: he requests permission to have it finished by some one else. The request of petit^r is consented to and allowed. Ady as above.

The Sheriff, pltf. v/s Lammert Huybertsen Mol and Gerrit Mannaet, defts. Pltf. says, that deft. Lammert Mol came to him on the . . . last to complain, that Gerrit Mannaet had so beaten him with a can at Egbert Meyndertsen's, that he received a hole in his head from it. Deft. Gerrit Mannaet says, that Lammert first struck him with the tongs. Lammert Huybertsen denies, that he first struck the abovenamed Gerrit and says no one was present, but Egbert Meyndertsen's little child. The Sheriff says, that Gerrit Mannaets wife had personally complained to him, that her husband returning home on the date aforesaid from Egbert Meynderts and being drunk had struck his own child with a knife on the breast, through its clothes. He concludes, that he shall be condemned in a fine of fl. 100 for wounding the above named Lammert Huybertsen and that Lammert shall also be fined fl. 25. according to Placard. The W: Court order the Sheriff to imprison the deft. Gerrit Mannaet in order to inquire further into the matter: ady as above.

Hendrick Bos and Claes Pauls' wives appearing represent, that they are taxed too much for the weekly contribution for the soldiers to wit H: Bos, 2 gl. etc. Pauls 30 stiv, they demand some remission. The W. Court having heard the petition allow the petitioners to pay henceforward no more each week than the following—Hendrick Bos 25 stiv and Claes Paulusen 1 gl. Ady, as above.

Whereas in the list of weekly assessment for the benefit of the soldiers there is considerable deficit from week to week, because some persons remain in default in their weekly money, Therefore we hereby authorize and order the Sheriff Allard Anthony to notify the persons, who still remain in default, to bring their arrears within thrice twenty four hours after service hereof, to the house of Jan Jillissen Kok, on pain for those who remain in default, of paying as a fine double the sum of what they are in arrears to the aforesaid assessment. Ady; As above.

19 Xb^r 1665. At a Court held at New York, present Captⁿ Tho: de Laval, Deputy m^r; M^r olof Stevensen, M^r Joh: V. brugh, M^r C. V. Ruyven, Aldermen; M^r allard anthony, Sheriff.

Jeremiah Wetheral, pltf: ag^t Elias Ells, defft: The plt: default, & the defft: graunted as a non Suite.

Abram de La Noy, pltf. v/s Egbert Meyndertsen, deft. Pltf. demands from deft. the sum of fl. 22.9½ zewant balance of a/c. with costs. Deft. admits the debt, but says, that he employed the pltf. as book keeper of the excise on slaughtered cattle of this City, and that pltf. without his consent has granted divers persons permits to slaughter without receiving the established tax; he requests therefore that pltf. shall first collect this outstanding money; he then offers to pay him. The W: Court having heard parties condemn the deft. to give and pay the aforesaid sum to the pltf. within the term of 14 days, with the costs incurred herein, and if he pretend to have any claim against the pltf., he can institute his action on the required form. Ady as above.

The Court having considered, read and examined the papers, documents and vouchers produced on both sides by Dirck Storms as pltf. and Pieter van Couwenhoven as deft. and pltf. in reconvention and having heard the verbal debates on both sides, refer the abovenamed parties regarding the a/cs in question to Sieurs Johannes de Peyster, Jeronimus Ebbingh, Francois Boon and Nicolaes de Meyer, who are hereby appointed and commissioned to examine the papers produced by parties and to hear parties debates and if possible to terminate them and to reconcile parties; with power to assume to themselves an umpire in case of equality of votes, or if otherwise necessary; if not to report to the W: Court their award and verdict. Ady, as above.

Ady, 6th January A^o 1664. Att a Court held at N. York. Present Capt^a Tho: d' Laval, dep: majo^r; M^r oloff Stevensen, M^r Johanus V: brugh, M^r Corn: V: Ruyven, M^r John Laurence, Aldermen.

Nicolaes Bayard, the Secretary, informs the W. Court that it is necessary by reason of the death of Jan Jillisen late Collector, to authorize some other person to collect the weekly assessment for the soldiers, proposing therefore the person of Claes van Elslant Jun^r. Therefore on question being asked, said Claes van Elslant is accepted by their W: on such conditions as Jan Jillisen, late Collector, performed the duties, being 5 per C^o on all that he collected, provided he be vigilant and industrious in said office. Ady as above.

Secretary Nicolaes Bayard informing the W. Court, that the time for renewing the tapsters licences had expired on the 25 Xb^r last, the following order was made by the W. Court:—

Claes van Elslant, the Court Messenger, is hereby ordered and directed to notify all tapsters and tavernkeepers within the jurisdiction of this City to renew their licences within the time of 8 days from date hereof on pain of being deprived of the privilege of tapping any more for the future, and of being moreover fined in a penalty according to Placard. Ady, as above.

January the 9th A^o 166th. Tuesday. Att a Court held at N. Yorke. Prsent M^r olof Stevensen, M^r Joh: V: Brugh, M^r Corn: V: Ruyven, M^r John Laurence, Aldermen.

Anthony de Milt, pltf. v/s Joost van der Linde, deft. Pltf., atty for Allard Anthony demands 12 skepels of winter wheat according to obligation with costs. Deft. admits the debt; requests two months delay. Pltf. accepts defts. offer, on entering sufficient security. The W: Court having heard parties, condemn deft. to satisfy and pay the pltf. within the time aforesaid, on condition of entering sufficient bail before his departure from this place—together with the costs incurred herein. Ady as above.

January the 16th A^o 166th— Att a Court held at New Yorke. Present Capt^o Tho: d' Laval, deputy majo^r; M^r olof Stevensen, M^r Joh: V: Brugh, M^r Corn: V: Ruyven, M^r John Lawrence, Aldermen; M^r Allard Anthony, Sheriff.

It is this day ordered, that al actions w^{ch} shal be determined by Jury-men shal Come to tryall one the first Tuesdayes of the months to w^{ch} end at the said dayes, a Bench of Juries shal be appointed.

William Schackerly, Plt: agst Thomas Kase, deft. In an action of assault & Battery. The Plt: deliveringe his declaration to y^e Court, and the defft: Requestinge to have y^e Coppy thereof. It is ordered that the Coppy thereof Shal be delivered to the defft: for to answer the same next Court.

Tho: Kase, Plt: agst W^m Sackerly, defft: In an action of debt,—The Plt: deliveringe his declaration to y^e Court; and the defft: Requestinge to

have the Copsy thereof; It is ordered that the Copsy shal be delivered to the defft: for to answer the same next Court.

W^m Shakerly, Plt: ag^t Tho: Kase in an action of the Case. The Plt: deliveringe his Declaration to the Court; and the defft: Requesting the Copsy thereof; It is ordered that the Copsy shal be delivered to the defft: for to answer the same ag^t next Court.

The Sheriff Allard Anthony, pltf. v/s Thomas Kase, deft. Pltf. says, that deft., when Sergeant Elslant came in his Majesty's name to arrest him on the 9th of this month, shoved the Sergeant on the breast and refused to accompany him, so that pltf. was under the necessity to get the Constable to assist in bringing the deft. along. Deft. denies the same. The W: Court order deft. to enter sufficient bail, before his departure, to answer the pltf's suit.

John Sharp, Plt: ag^t Egbert Myndersen, in an action of Slander & defamation. The Plt: deliveringe his Declaration to the Court; and the defft: Requestinge the Copsy thereof, for to answer the same ag^t next Court; It is ordered that the Copsy shal be delivered to the defft:

Fredrick Philipsen, pltf. v/s Pieter van Couwenhoven, deft. Pltf. demands from deft. fl. 799. 11. in zewant and 72 fl. in beavers according to a/c and obligation. Deft. demands copy of the a/c to answer thereunto by the next Court day. The request was granted.

Isaacq Foreest, pltf. v/s Pieter Wolphertsen,* deft. Pltf. demands from deft. 18 gl. in zewant for the hire of a pall delivered and hired by him to Jan Jillissen on the order of deft. and Susanna Bordings, for the burial of his, the defts. wife;—with costs. Deft. says, he gave orders to the elder Elslant to get the best pall for the burial of his late wife and that he paid the elder Elslant for the use of it. Parties are ordered to summon the abovenamed Susanna Bordings and Claes van Elslant against the next Court day.

Anna Cocx appearing in Court requests payment for the sick soldier, lodged at her house by order of the W: Court, according to a/c pre-

* Pieter Wolphertsen van Couwenhoven, who had brothers Jacob and Jan, came to N. N. with his father in 1630. He carried on business as a brewer at the corner of Pearl and Whitehall Streets. He married 1st Hester Symons Daws Decbr. 2, 1640; 2^d Aeltie Sybrants Nov. 22, 1665 and removed to Elizabeth, N. J., where he died. Some of his descendants now call themselves Conover.—*Genealogy of the Bergen Family*, 134.

that copy thereof be furnished to party, to rejoin thereunto at the next Court day. The order was dated 30th 9^{ber} 1665.

Decemb^r the 2^d 1665. At a Court held at New York. M^r Corn: Van Ruyven deputy m^r; M^r Olof Stevens, M^r J. Virbrugge, M^r J. Lawrence, Aldermen.

Allard Anthony, pltf. v/s Claes Andriessen Moreau, deft. Pltf. says, that deft. abused his, pltf's son, as the son of a Brander,* for which he summoned the deft. on 31st Octob. last before this W. Court, and appearing, the deft. withdrew and ran away from Court against the order of the Bench. He requests reparation of character with costs. Deft. appearing in Court acknowledges his fault; says he committed it through thoughtlessness and prays to be forgiven for this time; promises to avoid for the future similar or such like faults. The W. Court having heard parties, have excused the deft. on his rendered promise for this time and notify him, if he again transgresses, he shall then pay the double fine, he is now condemned in the costs incurred herein. Ady. as above.

Decemb^r the 12th 1665. At a Court held at New York. Capt^e Thomas d' La Val, dep. major; M^r Oloff Stevensen, M^r Johannes V. brugh, M^r Corn: V. Ruyven, M^r John Lawrence, Mr. Allard Anthony, Sheriff.

Assur Levy, Plt: v/s Thomas Exton, defft: The defft: 3^d default. The Plt: declares that the defft: is Indebted to him the summe twee bevers desireinge that the defft: may be ordered to pay his debt besides the Costs of the Court. The Court doe order the defft: to make satisfaction to the Plt: betwixt this day & next Court, besides, the Costs of the Suit. As above.

John Rider, Plt: vs/s. hendrick assueros, defft. The Plt: 1 default.

Jacobus Vis, pltf. v/s W: Wessels, deft. Pltf. says, that deft. was bail to him for John Artcher, and consequently demands from deft. the sum of fl. 133. which is due him by said Artcher. Deft. requests, that the same be postponed, as it has now been awhile bad weather, until the next Court day, when aforesaid Artcher will appear himself in person to plead his case. The request was granted.

* The Sheriff branded criminals *ex officio*.

Symon Jansen Romeyn and Warnær Wessels being sent for to Court and appearing, request judgment of the Court, as to which of them both was preferred in the monies brought in consignment 25 July last, by order of the Court for the a/c of Jacob van Couwenhoven and by them both there attached. The W: Court having seen the produced papers and proofs of each, decree and order, that the Secretary's fees being first deducted, Symon Jansen Romeyn be preferred for the sum of fl. 52. 9. and that the balance shall be received by Warnær Wessels. Ady as above.

Maria Tellers, pltf. v/s Warnær Wessels, deft. Nicolaes Bayard, pltf's attorney demands from deft. the sum of fl. 64. in beavers and fl. 27. 3. in zeawant, according to a/c and obligation and reparation of calumny uttered, as more fully appears by the declaration. Deft. denies to owe so much; requests copy of the a/c. and says he did not calumniate the pltf; produces an obligation executed by Caspar Varlet in favor of the widow Schilt, from whom he has procuration to recover the same: demanding as the pltf. has been administrator of the abovenamed Varlets residuary estate at Herfort, that she shall pay the same, as after all the debts shall have been paid, there remain undiminished 30 lbs. sterling. Pltf's atty denies, that pltf. ever had any administration of the above estate. The W. Court order parties to settle with each other and then the deft. shall bring in consignment to the City Hall, the money until the further order of the Court. Ady as above.

Johannes de Witt, pltf. v/s Jan Cornelissen, deft. Pltf. in quality of attorney for Pieter Adriaensen at Fort Albania, demands from deft. the sum of 8 rix dollars in silver and fifty gilders in beavers, with costs. Deft. denies the debt, demands that pltf. shall prove it. The Court Messenger Elslant declares, that when he arrested the defts. wife for the debt aforesaid, she acknowledged the debt, except that she meant it was only 4 rix dollars. The W. Court order deft. to enter sufficient security for twice the amount of said sum, until Pieter Adriaensen aforesaid shall prove the correctness of the debt.

Nicolaes de Meyer, pltf. v/s Jan Gerritsen van Buytenhuysen, deft. Pltf. demands from deft. the sum of fl. 156. 10. in zeawant, according to obligation with the costs. Deft. admits the debt; requests $\frac{6}{7}$ delay. The W. Court condemn the deft. to pay the pltf. the aforesaid sum, within

pointed Thomas de La Val Deputy Mayor and M^r oloff Stevensen Ald'man of the City of New York, to heare & to Determine Difference betweene John Sharp Souldier in Captⁿ Needham's Companie, and Egbert myndersen Burger of this Toune, the said Sharp haveing given in his Declaration against Egbert myndersen upon an action of Defamation and Slander. Wee the aboves^d Tho de Laval & oloff Stevensen, accordinge to the order of the aboves^d Collonel Richard Nicolls; have heard both P^rties, & their Several Witnesses and doe find that the Said Sharpe hath not Laid his action Right against the said Egbert myndersen. Nevertheless by Reason, the Said Egbert myndersen cannot proeve his accusation against the Said Sharp, We doe by this Determine and absolutely Conclude the Differeance betweene the aboves^d P^rties in manner followinge that the Said myndersen doe pay all the Charges of the Sute, and Expenses made in the Arbitration, he havinge Confessed, he Could not prove, What he had alledged against the Said Sharp, and doe Submit to the award; Dated In New York, this 3rd day of February A^o 166⁴.

Tho: De Lavall,

O. Stevensen v. Cortlant.

Nota. Upon the abovestandinge award is an Execution graunted ag^t Egb^{rt} myndersen to Seize uppon Soo much of the goods of the s^d Myndersen as in the s^d award is Exprest. In New York the 6th of march 166⁴

Februario the 6th A^o 166⁴. Att a Court held at New York. Present Captⁿ Tho: d Laval, Depty Majo^r; M^r oloff Stevensen Cortlant, M^r Joh: Van Brugh, M^r C: V: Ruyven, M^r John Lawrence, Aldermen; M^r Allard Anthony, Sheriff.

Dirck van der Clyff, pltf. v/s Fredrick Hendricx Kuyper, deft. Pltf. as attorney of Jacob Moesman demands the sum of fl. 62. 10. zewant for rent according to judgment pronounced previously against the deft. by the late Burgomasters and Schepens, dated 21st 8^{ber} 1659, with costs. Deft. says, that Moesman caused him to leave the house, before the lease had expired. Pltf. replying says, that according to the aforesaid judgment the deft. admitted and even agreed to pay the debt. The W: Court having heard parties and examined said judgment, condemn deft. to satisfy pltf. within two months time. Ady, as above.

Wessel Evertsen's wife appearing complains, that the two soldiers, who are quartered at Gerrit Jansen Stavast, had broken her glass yesterday evening, and says that Franck, the Governor's man, knows it, as he was then at her house. Ordered, that the damage be estimated by Evert Duyckinge and the Deputy Mayor has agreed to inquire further into the matter. Ady as above.

Tho. Tiddeman, Plt. v/s Mettie Wessels, defft. In an Action of debt. The plt: declares that the defft: is indebted to him the summe of tenne pounds Sterlg of Lawful monny of England or Equivalent to it, as appears by Certaine Covenant bearinge date the first day of June Last past, W^{ch} She now Refuses to pay him. The defft: answeringe Sais, that She profered to pay him, with Wampum three for one, as the Customary price is. By the honn^{ble} Court, are Nominated & appointed, as Arbiters, to heare & to determine the differance betwixt the s^d p^ties to wit m^r Johan Van Brugh & m^r John Lawrence; whoe are Required to use their utmost endeavour for to Reoncile the p^ties afores^d; iff not to make a Returne thereof to the honn^{ble} Court. Ady as above.

W^m Shackerly, Plt: v/s John Garland, defft. In an action of Debt. The Plt: declares that the defft. is Indebted to him for freight of goods from hence to Boston, the summe of five pounds Sterl^g. The defft. haveinge entered a Cros action agst the plt: Sais that he had about twoe ankers Wine damage, W^{ch} the plt: refuseth to make good. By the honn^{ble} Court are Nominated & appointed M^r Johan Van Brugh, M^r John Lawrence, AldEmen of this Citty, & Captⁿ Moore & m^r proud, as Arbiters to heare, & to determine the differance betwixt the s^d Parties, Whoe are Required to use their utmost endeavour if possible to agre the p^ties afores^d—if not to make a Returne thereof to the honn^{ble} Court ady as above.

This day, 9th February 166⁸ Mde Mettje Wessels complains to the W. Deputy Mayor, that she missed some goods out of her house, relative to which she has closely examined her servant maid, who has acknowledged, she had conveyed them to Juriaen Jansen van Auweryck's wife. Whereupon the abovenamed servant maid together with the wife of the abovenamed Juriaen Janssen being sent for by the Deputy Mayor, the said servant maid voluntarily admitted, that she had given a parcel of tin-ware to said Juriaen's wife, and further that said Juriaen's wife came to

her in her mistress's absence and seeing linen lying in the room said, I must soon lie in and am so poor, that I have scarcely any linen, and asked if she would not give it to her, which, she says, she refused, as she had no orders to give away her mistress's property, which, however, the abovenamed Juriaen's wife took with her. All which the said servant maid admitted and declared before the Deputy Mayor in presence of Juriaen Jans and his wife; which, on the contrary, is denied by Juriaen Jans and his wife.

Me present

N: Bayard, Secretary.

Whereas the Honn^{ble} Mayors Court of this Citty New York, have appointed M^r Johannes Van Brugh and M^r John Lawrence Aldemen of this Citty to heare & to determine a differance betwixt M^r Thomas Tiddeman & M^{rs} Mettie Wessels; the s^d M^r Tiddeman haveinge given in his declaration agst Mettie Wessells, uppon an action of debt to the summe of Tenne pounds Sterlinge Courant money of England, or Equivalent to the same, as appeared by Certaine Covenant betwixt the s^d Parties made bearinge date the first day of June Last past. Wee the aboves^d Johannes Van Brugh & John Lawrence, according to the order of the aboves^d honn^{ble} Court, have heard both Parties and their Several Witnesses, and Examined the s^d Covenant; and doe by this determine & Conclude the differance between the aboves^d P^{ties}, in manner followinge: that the s^d Mettie Wessels Shal pay the s^d Tenne pounds Sterlg to the s^d Thomas Tiddeman, with Wampum three And a halfe. For one, that is to Say, fourty two gilders Wampum, for one pound Sterlg. And the Charges of the Court and uppon the Arbitration to be equally Paid betwixt both Parties, dated in New York this 7th day of Feby. A^o 166⁴.

Johannes Van Brugh,
John Lawrence.

February the 13th A^o 166⁴. At a Court held at New York. Prsent Captⁿ Tho. d' La Val, depty may^r; M^r Olof Stevensen, Mr. J. V. Brugh, M^r Corn: V. Ruyven, M^r John Lawrence, Aldermen; M^r Allard Anthony, Sheriff.

M^r James Bollain, Plt: agst. fredrik arentsen, Defft. the plt: demands of the defft: p^t balance of account fl. 9. 18. The defft. acknowledges

the debt. The Court doe order the defft: to make paiment within the Space of three dayes besides the Charges of the Court.

Harmtie Juriaensen, pltf. v/s Styntie Wessels with Metje Wessels' maid. Defts. in default. Pltf. says, that defts. accused her of theft and demands reparation of character. Ordered to summon the defts. anew by the next Court day.

Timoth Gabriele, pltf. v/s M^{rs} Mills, deft. Pltf. in default.

Aeltie Couwenhoven, pltf. v/s Egbert Meyndertsen, deft. Pltf. demands from deft. the sum of fl. 577. 12. according to a/c for 5 wagons delivered to him etc. Deft. denies first having had more than 4 wagons and says further, that some items of the aforesaid account are brought too high against him in the debit. He produces an offset a/c, wherein the pltf. is debited fl. 601: 19. Pltf. demands copy of the a/c and undertakes to prove by the next Court day that she delivered 5 wagons to the deft. The request is allowed and granted by the W. Court and the Court appoints as arbitrators, Mattheus de Vos and Jan Gilder, to terminate the case if possible.

Wolfert Webber, pltf. v/s Jan Angola, deft. Pltf's wife appearing says, deft. has stolen the wood which her servant man had cut in the bush. Deft. Jan Angola, a negro, answering states, that pltf's servant had first stolen his wood and complains further, that said servant struck him with an axe on the head, but as he cannot speak Dutch, 'tis ordered, that he shall bring with him at the next Court day Domingo the Negro as interpreter and the other witnesses, who know any thing of the matter.

The petition of Isaack Grevenraat being read and considered, setting forth, that he hired to the late Burgomasters of this City his house* standing in the Broadway for fl. 220 a year, commencing first of May last and whereas the soldiers have now left the same, demands payment of the rent, and further as the house has been so improperly used, that the window glass, hinges and all are most broken and ruined, requests that some persons may be authorized to estimate the damage. The above petition being read and considered, tis ordered as followeth:—The W: Court appoint and authorize to estimate the damage, the W: Paulus Leendertsen van de Grift, M^r James Bollain and Denys Isaacksen, who are

* On the E. side of Broadway, about 10 or 12 rods S. of Exchange Place. It was the first barrack for English soldiers in New York, outside of the Fort.

requested to estimate the committed damage and deliver in the same in writing; and regarding the rent, it is ordered, that the first half year due be paid. Ady as above.

Allard Anthony, Sheriff, Plt: v/s M^{rs} Mills, Deft: The Plt: declares that the Deft: doth Keep a verry unorderly house, that one Saturday Last there Came Several Souldiers beinge verry dronck out of hur house, Which made a great tumult in the Streates & abused & beated the People whome they did meete withal the Plt: Concludes therefore that the defft: ought not to have Liberty to draw drink any more, & to be ordered to depart this Towne. The defft. Sais that the quarrel not was in hur house, but that it was after they were gone from hur house. The Court doe order that the Sheriff Shal bringe in Testimonies ag^t next Court.

Allard Anthony, Sheriff pltf. v/s Nathaniel Britten, deft. Pltf. says that deft. fought last Saturday with some Soldiers at M^{rs} Mills, whereby a great Tumult was created: Concluding that deft. shall be condemned in a fine at the discretion of the Court; further forbidden to tap any more. Deft. denies having fought and says that he himself has left off tapping. Parties being heard by the W Court, the deft. is ordered not to tap henceforward any more, and further to give bail that no disturbances shall be henceforward caused by his irregular behaviour. Ady, as above.

Allard Anthony, Sheriff Plt: v/s Omfrie Cley, Deft. The plt: declares that the defft: doth Keepe a very unorderly house & that he Lives with a woman as man & wife, with whome he is not Lawfully married Withal Contrary to al godly Lawes, Concludes therefore that he shal be ordered not to draw drink any more & to depart this Towne. The defft: Sais that as longe, he hath Kept ordinary there hath bene but twice quarrel At his house & further that he hath taken the s^d Woman for his wife; proffers freely to depart from hence with the first open Wether. The honn^{ble} Court doe graunt him time till the Last of the next month of march to depart this Towne; & in Case he should Stay any Longer, then the time mentioned, they doe order, that he shal give in Security to answer the Sheriff at the Court of assizes—ady as above.

Mr. Cornelis Steenwyck appears in Court offering an a/c of James Caps, late master of the ship *Prudence*, now lying in front of this City, amounting to the sum of fl. 1200, which said Caps owes him. Whereon he has left in his hands 5½ lb. of crude Amber (*Ambernoir*); he requests,

as said Caps has left this place and has been absent a considerable time, that he may have his guarantee on the abovementioned ship, which has been left behind. The W. Court having heard the request, consents that the petitioner may provisionally attach the ship above referred to. Ady as above.

February the 20th A^o 1664. Att a Court held at New York. P'sent Capⁿ Tho: d'Laval, Depty Mayor; M^r Oloff Stevensen, M^r J. V. Brugh, M^r C. V. Ruyven, M^r J. Lawrence, Aldermen; M^r Allard Anthony, Sheriff.

Harmtie Jurriaens, pltf. v/s Styntie Wessels and Ariaentie Arians, the maid of Mde Wessels, defts. Pltf. says, that deft. Styntie Wessels has accused her of being a thief and demands reparation of character. Deft. says, that she having examined her servant Ariaentie Ariaens, she had told her that the pltf. stole, as more fully appears by the declaration. The W: Court having heard parties and examined the witnesses on both sides order Harmtie Jurriaensen and Ariaentie Ariaens to enter sufficient bail to appear at the next Court of Assizes, to which time parties are ordered to let the matter rest. Ady as above.

William Hofmeyer, pltf. v/s Catrina Mills, deft. Pltf. says, that Juriaen Blanck leased to deft. for him pltf., his, pltf's, house for the time of half a year for the sum of fl. 60 zewant and says, that deft. has very improperly used it: that the fence and back house are broken down and the house very much abused. Deft. denies having leased it for half a year and says, that Jurriaen Blanck has promised proper repairs, which he has not done, so that she was obliged to leave the house in consequence of the leakage, and says she offered to pay according to the time. She requests copy of the demand in English. Ordered to furnish copy of the demand to the deft. to answer thereunto at the next Court day.

Symon Jansen Romeyn entering states, that he has summoned Dirck Storm before the Deputy Mayor of this City for rent, which he has failed to pay him: requests authority to eject him therefore and to rent the same again to another. The W: Court having heard the petitioner's request and the declaration of the Deputy Mayor, permit the petitioner to eject the aforesaid Storm therefrom and to rent the same anew. Ady, as above.

Sieur Cornelis Steenwyck entering requests, that the attachment

issued pursuant to the order of the Court on the 13th inst against the ship *Prudence* may be declared valid; that the same remain in force, until he shall have been paid with interest and the damages be repaired which he has suffered or yet shall suffer. The W. Court declared the attachment valid. Ady as above.

Isaacq Greveraat appearing in Court, requests inasmuch as the arbitrators pursuant to order dated 13th inst. had taxed the damage done to his house in the Broadway by the soldiers, that he might be indemnified for it or that it be duly repaired. The W. Court having heard the request, no categorical answer is for the present given thereto. Ady as above.

M^r: Evert Pietersen appearing in Court, requests that a suitable allowance be granted to him, inasmuch as the W Court had, on the 19th of 7 b^e last, promised that an order should be made also regarding his stipend, whenever the preachers were granted their salary, which has now been done. The W. Court having heard the petition decree absolutely, that he shall receive some satisfaction for his service. But whereas the City Treasury is at present so low, that the daily expenses can scarcely be met, the petitioner is requested to wait still awhile. Ady as above.

Wolfert Webber, pltf. v/s Jan Angola, deft. Pltf. says, that deft. stole four sticks of firewood from the bush belonging to Fredrick Hendricx, boatman, and to him, the pltf., in company, and when Fredrick Hendricx came into the wood he deft. attacked him and would have killed him, had not Joris Arissen prevented it. Deft. says, that Joris Arissen, Webber's man servant, had stolen a part of his wood some days before, and further when he was fighting with Fredrick Hendricx, the above named Joris struck him on the head with an axe. Pltf. says, that he bought the timber, which deft. says was stolen, from Abrosius the carter, to whom deft. was bound to deliver it. The W: Court having heard the verbal debates of parties and examined the witnesses order Joris Arissen to pay the surgeons fees for the blow, which he inflicted on deft's head with an axe and to pay the costs. Ady, as above.

March the 6th 1664. Att a Court held at N. York. Prest. Captⁿ Tho: d' La Val, Depty major; M^r: Johan Van Brugh, M^r: C. V. Ruyven, M^r: John Lawrence, Aldermen; M^r: allard anthony, Sheriff.

Jan Jansen Langedyck, pltf. v/s Jan Teunissen, deft. Pltf. de-

mands the sum of fl. 80. in zewan from deft. Deft. denies the debt. The W: Court having heard parties, refer them to M: Hendrick Willemssen, baker, and Jacob Teunissen, baker, who are hereby requested to examine the a/c of parties and to reconcile them, if possible; if not to report their action to the W Court. Ady as above.

W^m hofmeyer, Plt: v/s Catrina Mills, dfft: The Plt. demands of the deft. for a halfe yeares Rente of his house Sixty gildⁿ Wampum & further that Shee shal Repaire the glass windowes by hur broken. The defft: answeringe Sayes that noe Certaine time was agreed uppon, but that the defft: should pay for the time She Should Continue in the same f. 120 annually etc as more Lardgely by hur declaration may appeare. By the honn^{ble} Court heard both Parties & their Several Witnesses doe order that the defft: Shal Pay the Rent, duringe the terme that she redelivered the Kae of the house back againe & to Repaire the glasse Windowes in Such a forme, as they Where when the defft: hired the house, & to Pay the Charges of the suite.

Tho: Carvet, Pl^t v/s Pieter Simkans, Def: The Plt: declares that the deft: hath made for him a Suit Cloaths & Refuseth now to deliver him the same—the defft. Sais that he is Willinge to deliver the same provided that the Plt: doth first pay him for making them. The honn^{ble} Court doe order that the defft: Shal bring the Cloaths at the house of the Sheriff from Whence the plt: may fetsch them provided that he first doth pay for y^e makeing the same. Ady as above.

Jacob Vis, pltf. and arrestant, v/s Burger Jorisse, attached and deft. Deft. in default.

Mattheus de Vos and Jan van Gelder entering deliver into Court their judgment and award in the question between Aeltie Couwenhoven and Egbert Meyndertsen. Ordered by the W: Court that aforesaid parties shall be summoned by the next coming Court day.

Allard Anthony, Sheriff, Plt:, v/s Katrena Mills, deft. Deffts. 2. default. The Sheriff making his Complt: It is ordered that the defft: from hence forth Shal draw noe drinke, or Keepe ordinary any more, & further to be Summoned to appeare in owne Person ag^t next Court.

Allard Anthony, Sheriff, Plt: ag'st Nath: Britten, Defft: The Sheriff makes Complt: that the defft: accordinge to the order of the Court Under date 13 feb. last Past doth refuse to put in Security for his good

behavior: the defft: doth proferre, to give in Security to appeare at the Next Court of assizes, then & there to answer the Sheriffs Complt: The honn^{ble} Court doe order the defft: to give in good Security to answer the s^d Complt: at the assizes to the summe of hundred pounds Sterl^r.

Hendrick Willemsen, baker, entering complains, that Anna Smits still fails to alter her watercourse (drain) pursuant to the order of the W: Court dated 10th Octob^r last. The Court Messenger Claes van Elslant is hereby ordered to proceed to Anna Smits' house and direct her forthwith to change her drain mentioned in the foregoing acte, or otherwise to shew cause to the contrary at the next Court day. Ady as above.

Mattheus de Vos, as attorney of Tomas Hal, substitute of Christiaen Davits, appearing in Court, makes known by petition in form of complaint, that he finds himself seriously aggrieved in his quality by certain award pronounced on the 24th of 7b^r 1665 last by Messrs. Johan van Brugh, Marten Cregier, Allard Anthony and Nicolaes Bayard as arbitrators between him in his quality against Geertie Hoppe, requesting the W. Court to declare, (for reasons more fully set forth in his petition), the aforesaid award to be null and void and to admit the petitioner to summon the abovenamed Geertie Hendricksen *de novo* to answer his entered demand and adopted conclusion etc. The W: Court having read and considered the above petition, have ordered as follows:—Copy hereof is to be furnished to parties to answer thereunto in writing by the next Court day. Ady as above.

Rem Jansen, Smith, pltf. v/s Jacob Vis, defft. In an action of debt. The W. Court having heard parties and the a/c being examined refer the same to Sieurs Johannes de Peister and Jeronimus Ebbing, who are requested to examine the a/c and if possible to reconcile parties; if not to report their verdict to the W. Court. Ady as above.

On this date an order is sent by the W: Court to M^r Tho: Hall and the other farmers both on this and on the other side of the Fresh Water to nominate six proper persons and send them in to the W: Court, as Overseers of the Roads and Fences lying around this City. Ady. as above.

March the 20th A^o 1665/6. Att a Court held at New York. P^rsent Capt. Tho: de Laval, Dep^y Maj^r; M^r Olof Stevensen, M^r Johan van

Brugh, M^r C. V. Ruyven, M^r John Laurence, Aldermⁿ; M^r Allard Anthony, Sheriffe.

Egbert Meyndertsen, pltf. v/s Jan van Bremen, deft. Deft. in default. Pltf. demands from deft. one hundred guilders zewant with costs. Mr. Olof Stevensen rising up says, the deft admits the debt. The W: Court having heard the pltf's demand and Mr. Cortlants declaration, condemn deft. to satisfy the pltf. within 14 days time, with costs.

Aeltie Couwenhoven, pltf. v/s Egbert Meyndertsen, deft. Pltf. demands from deft. payment of the fifth wagon, which by the award of arbitrators (dated 24 Feby.) was reserved, and produces two declarations of Harmen Jansen and Harck Dircksen, who declare, that they delivered three wagons at one time to the deft. and the two remaining by Elslant—to wit that he heard the deft. himself say, he had received one wagon from Hans the Noorman and one with Rut Jacobsen. Defts. wife appearing denies the same. The W: Court having heard the verbal debates of parties and examined the declarations condemn the deft. also to pay the fifth wagon in addition to the said arbitrators' award, at the same price, as the remainder were valued at by the arbitrators, with costs. Dated as above.

Tho: Hall, plt., v/s Geertie Hendrick, Deff^t Plt. in default. The deff^t attorny appearinge, declares to the Court, that the Copy of Plt^t petition (accordinge to the order of the Court in date 6th of this Instant;) was delivered to him in dutch, Requestinge that the Plt: might be ordered to have the same Translated in English, to the end that he can give in his answer to the same. The honn^{ble} Court doe order the Plt: to deliver the Translaet Off his Petition in English to deff^t: and both Prties to appeare against Next Court day.

Anna Smith appearing represents by petition, inasmuch as this W Court had been pleased to order her on the 6th instant to alter the course of her drain, that it was impossible for her to discharge her water otherwise, than as she had hitherto done, as all the drainage of the adjoining lots flows into her lot; requesting for the last time that some persons may be commissioned to examine the same and to give their opinion thereon etc. The W: Court having heard the petitioners request and Hendrick Willemsen, the baker's, answer, have on request of both parties appointed and authorized Capt. Marten Cregier, Frerick Philipsen, Hendrick Kip

and Pieter Couwenhoven, who are requested to visit the premises as soon as possible and inspect the same and to render a report of their verdict and award on the next Court day. Ady. as above.

Tho: Tiddeman, Pltff against Mettie Wessells, Deft. The Plt^d attorny declares that the defft doth refuse to Stand to the arbitration (by the honn^{ble} M^r: Johan V. Brugh & M^r: John Lawrence bearing date the 7th of Feb^r last past) determined between them & therefore Doth Request affirmation of the s^d award, or else the benefit of y^e Lawe against the defft: the defft: answeringe declares that the Plt: doth not Performe his Covenant & Promise in Providinge hur Sun necessary meat, drink & Cloathing w^{ch} beinge done she Promiseth to Pay the monny accordinge to the s^d award:—the defft: Profers to give in good security for the Performance of his Promise accordinge to y^e bond. By the honn^{ble} Court heard both Parties doe order the defft: to make Paiment in the time of 14 dayes, and if she pretends that she in any thing is wronged by the Plt: she may Proceed ag^t him accordinge to Lawe. Ady as above.

20th march. By the honn^{ble} majors Court Examin the accounts of the Court Charges in the action betwixt Egbert myndersen & John Sharp doe allowe as followeth.

to the Sheriff.....	lb. 0 “ 7 “ 10
to the Secret ^r Bayard.....	lb. 1 “ — “ —
to Sharp & his attorny.....	lb. 0 “ 15. —
to Waraer Wessels all the Expences made uppon the arbitration. Ady as above.	

Jacob Vis, pltf. v/s Burger Joris, deft. Pltf. demands from deft. fl. 102. 18 zewant with costs. Defts. wife appearing admits the debt, but demands, that pltf. shall free her from all claims by Jan Withart, as said Withart also pretends to the same and she says further, that she stabled a horse for some time for the pltf., which she requests may go in abatement. The W. Court having heard parties condemn deft. to pay the said sum within 3 weeks with costs, deducting so much for stabling the above horse as two arbitrators may determine and further pltf. shall free deft. from all claims. Ady as above.

Joost vander Linde, pltf. v/s Balthazar de Haert, deft. Pltf. says, he pawned to defts. brother Daniel a parcel of goods, which deft. returned to him, (when he paid him the principal) except two sheets and

five pillows, which fell short in his goods. Deft. says, he restored all the sheets according to his brothers inventory, what regards the 5 pillows, he declares his brother told him it was agreed they should be retained for the interest of the money. The W: Court having heard parties, order pltf. to produce his book at the next Court day. Ady as above.

This day, the W. Court considered the nomination, which the farmers both on this and the other side of the Fresh Water made for Overseers of Roads and Fences. Their Worships elected from the same Dirck Sicken and Jan Langestraat, and the Court Messenger Elslant is ordered to summon them by the next Court day to take the oath of fidelity. Done as above.

March the 27th 1666. At a Court held at New York. Present Capt^o Tho. d' Laval, Depty majo^r; M^r O. Stevensen, M^r Joh. Van Brugh, M^r Corn. V. Ruyven, M^r John Lawrence, Alderm^{en}; M^r allard anthony, Sheriff.

Jan van Bremen, pltf. v/s Jan Stevensen, deft. Pltf. says, he entered into contract with deft., that deft. should serve him as a servant on the scow for the term of one year commencing on the last of 9th past and ending on the last of Novb^r next, for the sum of twelve beavers and says, deft. now refuses to serve according to said contract. Deft. answering says, that pltf. does not observe the contract on his side; he is to provide him with proper food and drink, yet he cannot receive one stiver of his money, which he has already earned. He complains further, that pltf. is most of the time drunk, is continually drinking and then treats him, the deft., very rudely, striking and beating him so that he dreads that some misfortune will sometime overtake him, as he repeatedly threatened to cut him down with an axe or to throw him overboard. Pltf. answering and giving the lie to deft. is fined by the Sheriff in the sum of 6 gl. for the behalf of the Poor. The W: Court having heard the verbal reports of parties and the contract being examined order the pltf. to pay deft. between this and the next Court day what now belongs to him and further that he shall give security to pay the remaining wages according to contract on the stated day and treat deft. as a hired man ought to be treated and also pay the fine of 6 gl. with costs incurred herein.

Joost vander Linde, pltf. v/s Balthazaer de Haert, deft. Pltf., ac-

according to the order of the W: Court dated 20th inst. delivering in his book, it is ruled as follows: The W: Court decree in the cause between Joost vander Linde, pltf., on the one side, and Balthazaar de Haart, deft. on the other, that deft. shall give satisfaction for the 2 prs of sheets demanded and 5 pillows on the award of two arbitrators and each pay half of the costs; and as arbitrators are chosen by the pltf. Jonas Bartelsen and by deft. Jacob Leyseler, and pltf. is hereby strictly forbidden to complain of or prosecute the deft. in any manner for aforesaid difference. Ady as above.

Mettie Wessels, Plt. v/s Tho: Tiddeman, Deft. The Plt: declares that hur is due from the defft: for drink etz: the summe of 195 g^l Wampum, & further that she hath furnished hur Sun with Cloathes to the summe of 230 guilders W^{ch} the defft. was bound to provide him withal accordinge to the bond; Requestinge that the same might be allowed hur in account. The defft: attorny answeringe sais, that he will Consent that the 159 g^l shal be allowed in part of pay; & desires further that the Translaet of what the Plt: further demands might be delivered to him in English for to put his answer to the same agst next Court. By the honn^{ble} heard both Parties, doe approvee that the 195 gild^r by the defft: spent at the Plt: house, shal be allowed in Part of Pay, Concerninge the further Pretence, it is ordered that the Copy of the Plt: declaration, shal be delivered to the Defft. to the end that he may put his answer to the same agst next Court.

Sheriff Allard Anthony, pltf. v/s Hendrick Jansen, baker, deft. Pltf. says, that he found on 6th of this month four Indians at defts. house, after the ringing of the bell in the evening, who were not returned to him: he concludes, that he shall be condemned in a fine of 5 guilders for each Indian according to Placard. Deft. says, it just struck only 8 o'clock and that he intended to have gone immediately to the Sheriff. The W. Court having heard parties, condemn deft. in the fine according to Placard, with costs. As above.

This day the Overseers of Roads and Fences elected on the 20th inst. by the W. Court being sent for to Court and appearing, have taken the oath of fidelity at the hands of the W. Court, that they shall render justice according to the instructions given them, touching the fences they shall be called to, without distinction or regard of persons. Ady as above.

Tho: Hall, Plt v/s Geertie Hendricx, Deft. Plt. 2^d default. It is this day Ordered in this Action, that both Parties shall appeare at the next Court, for to Pleade their Cause, or that Judgement shal be given uppon the award, ady as above.

Joost Goderis from Haerlem and Gerrit Hendricx van Amsterdam appearing in Court request, as by the death of Cryn Jacobsen late laborer and workman at the Public Scales the place is vacant and besides there being one short of the number, that the W. Court would be pleased to bestow the same on them. The W. Court having heard the preceding request, they are (after the same is put to the vote) accepted as public carriers and labourers at the Weighhouse, and have taken the oath of fidelity at the hands of the W. Court according to the notice furnished formerly to the present labourers. Ady as above.

AN ORDER TO THE UNDERSHERIFF AND CONSTABLE OF N. HAERLEM.

Honourable, Faithful, Beloved:—

Anna Reinart complains to me for and because she is falsely accused of theft by three women residing in Your town, as more fully may appear from the accompanying declaration, with request that she may be authorized to summon the aforesaid 3 women here before this W: Court and to demand reparation of character in the case. Which being considered by me I have deemed proper to order Your Worships hereby to cause the said 3 women to appear before you and to examine them closely regarding the matter at issue and to send the examination and inclosed declarations back to me by said Anna Rainart, that we may make such order thereupon as shall be deemed proper on the investigation of the case; expecting which etc.

Your affectionate friend.

Was signed, Tho: d'Lavall, Dep^y May^r.

New York ady. 31. March 1666.

Aprill the 3rd 1666. Att a Court held at New york. Present Capt^a Tho: d' Lavall, depty major; M^r oloff Stevensen, M^r J: V: brugh, M^r C. V: Ruyven, M^r John Lawrence, AldEmⁿ; M^r Allard Anthony, Sheriff.

Tho: Hall, Plt: v/s Geertie hendrix, defft: The Plt: by a Petition, declaring to this Court that there was a differance betwixt him & the defft: w^{ch} they had differred to a arbitration and whereas he did find him

greatly Wronged by the award of the s^d arbitrat^{rs} he humbly Requested that this honn^{ble} Court would be Pleased to Nullify the s^d award and to admit him to summon the defft. the Novo before this honn^{ble} Court to the end that the differance might be determined by this honn^{ble} Court. The defft^r answeringe Sais that the s^d arbit^r had Justly awarded uppon the s^d differance, therefore Requestinge of this honn^{ble} Court their approbation of the Same. The honn^{ble} Court doe graunt to the Plt: a new Suit & doe order that the Plt: shal in due time deliver in his declaration to the office of Records, w^{ch} beinge done, that the defft: shal make his answer, to the same ag^t next Court day.

Jonas Bartelsen, attorney of Joost van d^r Linde, entering requests, that the W. Court would please approve the award and taxation rendered by the arbitrators according to appointment by the W Court on the last Court day, regarding the sheets and pillows which M^r Balthazaer de Haert was ordered to pay to the aforesaid Joost van der Linde. Deft. M^r Baltus requests to know the reason, why he is ordered to pay for the sheets etc. and that the obligation was repudiated. The W. Court having examined the award aforesaid approve and confirm the same. Ady, as above.

Mettie Wessels, Plt: v/s Thomas Tiddeman, defft: The Plt default. It is this day ordered that there shall be a stop in the proceedings of this action for the time of 14 dayes: in w^{ch} time the Plt: is to pay the mony due to the defft: according to the former Sentence.

Cornelis Van Borsum, Plt: v/s hendrick Barentsen Smit, defft: The Plt: declares that he Bargained & Sold to the defft: a young mare of about twoo yeares ould, uppon adventure Soo as the same was Running in the Woods, for the Summe of 150 gildr^s Wampum, w^{ch} Bargaine the defft now doth refuse to Perform. The defft Sais that he heard that the horse was dead, before the bargaine was made, & that accordinge to Bargaine the horse was to Runn in the Woods. The Jury brought in their Verdict ag^t the Plt:, that Corn: Van Borsum should make it appeare that the mare was alive, when he sould hur to the defft: W^{ch} being done that the defft: Shal Pay the Plt: the Tennour of their Bargaine with the Charges of the suit, in the meanetime that the Plt: should Pay the Charges of the Court. By the honn^{ble} Court Examined the Papers by both Parties Produced & the abovestanding Verdict of the Juries, doe approve of

the said Verdict, except only that the Court Charges Shal be Equally paid, betwixt both Parties.

Anna Raynart appearing in Court and delivering the examination taken by the Under Sheriff and Constable of N Harlem, pursuant to the order of the Dep^y Mayor dated 31st March ult^o of Sara Teunissen, Maeyke Oblinus and Tryntie Pietersen regarding the charge of theft, they made against the abovenamed Anna Rainart and having examined and reviewed the same, the Court order, that the abovesaid three women shall declare before the Court of Haerlem, that they know nothing of said Anna Rainart except, what is honourable and virtuous, and to execute a certificate thereof in due form. Ady, as above.

Fredrick Philipsen, pltf. and arrestant, v/s Cristiaen Pietersen, deft. and arrested. Pltf. demands fl. 140. 5. from the deft. according to a/c and that deft. shall be ordered not to use the pltf's cattle except in the cultivation of the farm, which pltf. hired to him. Deft. produces an offset a/c of costs, whereby pltf. owes him by balance the sum of fl. 38. 19 and respecting pltf's draft cattle, that he is also using his own cattle on pltf's farm: he maintains, therefore that he may justly employ the pltf's. as well as his own for his necessity. The W. Court refer parties to Mr. Johan van Brugh, Alderman and M^r Thomas Hall, who are requested to reconcile parties, if possible; if not to report to the Court. Ady as above.

Whereas complaints are made to us that through the expiration of the office of the previous Surveyors, such care and attention is not paid to the subject of surveying as ought to be, but almost altogether neglected, being desirous to provide for which, the Mayor and Aldermen of the City of New York have elected as Surveyors of the City Sieur Fredrick Philipsen and Pieter Wolphertsen van Couwenhoven, who are hereby required and authorized to pay as much regard to the subject of surveying, as is proper. Ady, as above.

The Court having Viewed & Examined the account betweene M^r Cornelis Steenwick & James Caps Late mast^r off the Shipp Called *the Prudence*, now Riding before this port amountinge to the summe of twelve hundred gild^{rs} Wampum, w^{ch} account by the s^d Steenwyck in date the 13th of feb^y Last past was delivered to this Court, wth proffer (it beinge Required) to Verify the same With his oath that the s^d Summe of monny was Justly due unto him from the s^d Caps; doe order that the said

account by Capt^a Thomas de Lavall shall be Satisfied and Paid out of the s^d Ship Called the Prudence by the afores^d Caps uppon his departure Left at this Place & now is Remaininge in the Custodie of the s^d Capt^a d' Lauall, as above.

Aprill the 24th A^o 1666. Att a Mayors Court held In New York. Present Capt^a Thomas de Lavall, depty mayor; M^r Johannes Van Brugh, Ald^r m^a, M^r Corn: V. Ruyven, Ald^r m^a, M^r John Laurence, alderm^a M^r Allard Anthony, Sheriff.

Thomas Hall, Plt: v/s Geertie hendriksen, defft: The honn^{ble} Court havinge heard the declaration of the Plt:, & the defft^s answer to the same, doe order that the Coppy of the defft^s answer Shal be delivered to the Plt: to the end that he may make his Reply unto the same against next Court day.

In the difference between Anthony Jansen van Salé, pltf. on the one side, and Thomas Cocx, deft. on the other, for balance of rent, the Worshipful Court order the case to be placed in the hands of arbitrators, and thereunto were nominated and elected Mr. Samuel Edsal and Pieter Wolfertsen van Couwenhoven, who are hereby requested to reconcile parties, if possible; if not to report their award to the Court. Ady as above.

Thomas Exton, Plt: v/s Robbert Garret & Samuel Chester, defft: The Plt: declares that the defft: Robbert Garret now absent is Indebted unto him Accordinge to his obligation the summe of Twelve Pounds Sterlinge or 500 Wheight of Sugar. The Court having taken into Consideration that Thomas Exton's Attachment had the Precedency before the attachment of Mr Samuel Chester, Impanalled a Jury uppon the s^d attachment who brought in their Verdict that they found for the Plt: in the first attachment uppon the goods of Robbert Garret the summe of Twelve Pound, or five hundred Wheight of Muscovado Suger with the Costs & Charges of the suit. Whereuppon the Court Passed Judgment accordingly by Reason that the s^d Court & Jury found that the s^d Sam: Shester had of the goods of the said Robbert Garret in his Custodie and thereuppon ordered the Payment thereof.

Egbert Meyndertsen's wife appearing requests, that Harmen Jansen may be obliged to declare on oath, as to what is in question about the

wagon, which her husband was condemned on the 20th March past to pay to Aeltie Couwenhoven. Whereupon Harmen Jansen being summoned and appearing offers to swear to the declaration made by him dated the 10th ult^o in this case. The W. Court persist in their previous judgment and condemn the abovenamed Egbert Meyndertsen to pay 50 stiv. to Harmen Jans for his loss of time in appearing here; with costs.

Allard Anthony, Sheriff, pltf. v/s Grietie Lammerts, Rebecca Arissen and Apolony Vredenburg, defts. Pltf. says, that defts. purchased divers goods from an Indian, which he had stolen here out of the house of Arent Juriaensen. Defts. answer, the Indian told them, that he had fished the goods up out of the river and further that shortly after the sale, they had made it known, so that those, who missed any goods, may have the same back on restoring, what had been paid for them. The W: Court having heard parties order defts. to restore said goods provisionally to the owner.

In the difference between Pieter van Couwenhoven, pltf. on the one side, and Symon Jansen Romeyn, deft. (and pltf. in reconvention) on the other, in a matter of a/c the W. Court appointed as arbitrators Sieurs Johannes de Peyster, Francois Rombouts and Gerrit van Tright, who are hereby authorized to examine the a/cs of parties and to hear the same discussed by parties and if possible to reconcile parties; if not to report their award to the W. Court. Ady as above.

Hendrick Willemsen, baker, appearing in Court delivers the written award of the arbitrators authorized on the 20th March last by the W Court to inspect the drainage, which Anna Smits is making through the cellar and over the lot of said Hendrick Willemsen, who decree it is requisite, that said Anna Smits lay a proper sewer to drain away her water and relieve Hendrick, the baker, therefrom, requesting that the W. Court may please to approve the same and strictly to order and direct said Anna Smits accordingly. The W. Court having heard the award and the award being examined order said Anna Smits to observe the decision strictly and to lay a proper drain for the relief of Hendrick, the baker, at farthest within the term of six weeks from date hereof, under a penalty of six guilders for each day she shall, after said time, allow the same to be unperformed.

Jan Hendricks van Gunst, pltf. v/s M^r Gerrit van Tright, deft. Pltf.

says, that deft. sold him a box of glass which he has not delivered him and requests deft. be ordered to deliver the same. Deft. denies, that he absolutely sold the aforesaid box of glass to the pltf., but only said he might have it, if he brought the pay (as he was not disposed to trust the pltf.), which he did not do, whereby the trade came to nought. The W: Court having heard parties decide, that the trade does not stand, unless pltf. prove, that the chest of glass in question was finally sold by deft. and that they were fully agreed and concluded on the payment thereof. Ady as above.

Nicolaes Bayard, pltf. v/s Fredrick Arentsen, deft. Defts. 1st default.

Richard Cornell, pltf. v/s Cornelis Steenwyck, deft. The deft. 1 default.

May the first A^o 1666. Att a Court held at New York. Present Captⁿ Tho: d'Lavall, depty mayor; M^r Johann V: Brugh, M^r C: V: Ruyven, M^r John Lawrence, AldEmen; M^r Allard Anthony, Sheriff.

The Secretary delivering into Court the a/c of the weekly assessment collected by Claes Van Elslant from 18th Decemb^r 1665 to last April 1666, being 19 weeks and the same being examined by their Worships they find, that many persons are still in arrears for a large sum, and that Claes van Elslant has received thereupon to date the sum of fl. 3359: 5. and per contra has paid to the Secretary no more than fl. 2909: 9, so that there remain thereon fl. 449: 16, whereof his commission amounting to the sum of fl. 167: 18 being deducted there should remain per balance the sum of fl. 281: 18 which being stated to Claes van Elslant by the W Court, he says he paid in to the Secretary all the money that he had received. Whereupon their W: resolved to appoint another in Elslants place as collector, until he shall have called in the remainder of his list and have paid his arrears, and thereunto their W. elected Jacques Cossaert; on the same condition that Elslant was accepted; to wit that he shall receive, from all he shall have collected a commission of five per cent. provided he make good therefrom the loss in zewant, and he is therefore obliged to count the same and the following certificate was granted him: Be it hereby made known to all, whom it may concern, that Jacques Cossaert, the bearer hereof, is by us, the Mayor and Aldermen of the City of N York elected

and appointed collect^r of the weekly assessment for the behoof of the soldiers, to whom every one from now henceforth shall have promptly every week to pay as much, as they are assessed on the following list. Done N. Yorck. Ady, this first May 1666.

In the matter in question between Jacob Vis as pltf. and Teunis Cray as deft., it is ordered by the W. Court, that the pltf. shall between this and the next Court day, explain from what the obligations arise, which were passed to him, the pltf., by Hans Pietersen as well individually as partner with deft. and to do so to Sieurs Christoffel Hooghlant and Nicolaes Mayor, who are in like manner requested to examine and revise the same in the pltf's. books.

Resolv^t Waldron, pltf. v/s Daniel Terneur, deft. Defts. 1st default. Pltf. says, that in quality of Constable of N. Haerlem he went to the deft. at the request of the inhabitants there, to speak to him about the fence and coming to deft. on the farm, he, the deft., took a stick and gave him, pltf., a blow and said, 'Now nobody is looking I will duly pay you,' and sorely illtreated and beat him, the pltf. He demands proper support or that he be relieved from his office. The W: Court order the deft. to appear at the next Court to answer pltf's complaint, under a penalty of 100 gl. Ady as above.

Hendrick Spanjiarts wife, pltf. v/s Claes Dietlofs' wife, deft. Pltf. demands from deft. the sum of 10 guilders in zeawan for one pair of pillows sold her. Deft. acknowledges the debt, but says that pltf's husband lost a half barrel of beer as a wager to her husband. The W: Court order deft. to pay the ten gl: with costs. Ady as above.

Allard Anthony, Schout, pltf. v/s Tho: Braidley, deft. and Jan Ariaensen. Pltf. says, deft. took the City palisades and worked them to his particular use. He concludes as more fully appears by his declaration. Deft. answering says, that he fished them out of the river and requests he be excused, as he knew not that he could not do so, etc. The W. Court having heard parties and considered that deft. is a poor man they have pardoned him at his request for this time, warning him to conduct himself henceforth better, than he has hitherto done. Ady, as above.

Nicolaes Bayard, attorney of Sieur Nicolaes Varlet, pltf. v/s Frederick Arentsen, deft. Pltf. says, that his principal delivered to the deft.

in the year 1663 a tub of soap and as much black walnut, as would make a spinning wheel, for which he was then to deliver a spinning wheel as soon as possible, which he has not done. He demands payment of the soap and restitution of the delivered wood ; with costs. Deft. admits having received the same and says, he long since finished the spinning wheel and that he spoke repeatedly to Sieur Varlet to take it away, which he has not done ; and further, that he agreed, he should get for the making, in addition to the tub of soap, half a beaver, which he undertakes to prove by Pieter Jacobsen. Pltf. replying says, it was not made at the time agreed upon, but a full year after the time. The W: Court having heard parties order deft. to pay for the soap demanded and to restore the timber, or to deliver the spinning wheel and if deft. can prove by Pieter Jacobsen or any other person, that he agreed for half a beaver above the tub of soap, the pltf. shall then pay the same. Ady as above.

Allard Anthony, Schout, pltf. v/s Pieter van Couwenhoven, deft. Pltf. says by his declaration, that according to an Indian's deposition deft. sold brandy to the said Indian @ 16 stiv the *Mutsje* (*half a pint*) as more fully appears by his declaration: he concludes therefore, that deft. shall be condemned as the W Court may deem proper. Deft. denies having had any strong drink at the time in the house, much less having sold any. Says pltf. must prove it. Deft. is ordered by the W. Court to enter sufficient bail for his good behaviour and due appearance at the next Court of Assizes to be held in this City of N. Yorck to answer the complaint to be made and entered there by pltf. against him. Ady as above.

Allard Anthony, Schout, pltf. v/s Ariaen van Laer, deft. Deft. in default. Pltf. entering his demand in writing, the W: Court orders that deft. shall appear at the next Court day, thereupon to answer. Ady as above.

Mettie Wessels, pltf. v/s Claes Ebels, deft. Pltf. says, that deft. is security to her for Brietta Waters for the sum of 50 gl. zewant with costs accrued thereon according to hand writing in pltf's book. Deft. admits having been bail for the 50 gl., which he has also paid: but knows nothing of costs. The W: Court order that deft. [qu. pltf.] shall deliver in by the next Court day an a/c of the costs. Ady as above.

